



McAlester City Council

NOTICE OF MEETING

Regular Meeting Agenda

Tuesday, July 23, 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

Rob Daniels, Salvation Army

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 June 25, 2013, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for July 3 – July 16, 2013. *(Toni Ervin, Chief Financial Officer)*
- C. Tabled from Previous Meeting. Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and the McAlester/Pittsburg County Emergency Management. *(Peter J. Stasiak, City Manager)*
- D. Consider and act upon, authorizing the Mayor to sign a rental agreement between the City of McAlester and Aaron Farris, Renter for a city owned dwelling located between Talawanda Lake #1 and Lake #2. *(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. Accept and place on file the McAlester Main Street Annual Performance Report for July 2012 – June 2013. *(Ginny Webb, Executive Director)*
- G. Accept and place on file the Pride in McAlester Year-End Report for July 2012 – June 2013. *(Stephanie Giacomo, Executive Director)*
- H. Consider and act upon, to authorize the Mayor to executive a consent to annexation for the City owned property located in and around the Steven W. Taylor Industrial Park. *(William J. Ervin, City Attorney)*

ITEMS REMOVED FROM CONSENT AGENDA

PUBLIC HEARING

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

AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2467 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2013-14; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

SCHEDULED BUSINESS

1. Consider, and act upon, a request by Eastern Oklahoma State College to partner with them for the rental fee for the use of the Expo Center on October 23rd & 24th, 2013 for the 7th Annual Career and College Tour. *(Mel Priddy, Director Community Services)*

Executive Summary

Consider approving this partnership request in the amount of \$1,815.00.

2. Consider, and act upon, an Ordinance amending Ordinance No. 2467 which established the budget for fiscal year 2013-2014; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, CFO)*

Executive Summary

Motion to approve the budget amendment ordinance.

3. Consider and act upon, funding for the North Town Wild West Festival in the amount of \$18,000 for the promotion of tourism for the City of McAlester. *(Peter J. Stasiak, City Manager)*

Executive Summary

Motion to approve funding.

4. Consider, and act upon, Resolution 11-10, establishing a Retail Sales Tax Incentive Program for McAlester Main Street District Businesses and Choctaw Corridor and authorizing the payment of the rebate. *(Toni Ervin, CFO)*

Executive Summary

Staff recommends motion to authorize payment of the rebate.

5. Discussion and possible action on renewing the Retail Sales Tax Incentive Program for McAlester Main Street District Businesses and Choctaw established by Resolution 11-10. *(Toni Ervin, CFO)*

Executive Summary

McAlester Main Street and Staff recommends a motion to renew of the Retail Sales Tax Incentive Program and approve updated Resolution & Application.

6. Discussion and update on Financials. *(Toni Ervin, CFO)*

Executive Summary

Discussion on City of McAlester's Financials as of June 30, 2013.

7. Discussion, and possible action to authorize Mayor to sign Quit Claim Deed between KiBois Community Action Foundation, Inc. and the City of McAlester. *(Peter J. Stasiak, City Manager)*

Executive Summary

Motion to approve Quit Claim Deed.

8. Consider, and Act upon, authorizing the Mayor to sign Lease Agreement No. DTFACN-13-L-00151 between the City of McAlester and the U. S. Department of Transportation Federal Aviation Administration for a term commencing on July 1, 2013 and continuing through June 30, 2015, inclusive. (*John C. Modzelewski, P.E., City Engineer and Public Works Director*)

Executive Summary

Motion to approve authorizing the Mayor to sign Lease Agreement No. DTFACN-13-L-00151.

9. Consider and act upon, to designate certain property owned by the City as a site suitable for a location of a telecom facility, and authorize the Mayor to sign an Option and Lease Agreement between the City of McAlester and New Cingular Wireless PCS, LLC for the purpose of installing, operating and maintaining a communications facility to be located at 1313 South Strong Rd. (*Peter J. Stasiak, City Manager*)

Executive Summary

Motion to approve Option and Lease Agreement with New Cingular Wireless PCS, LLC.

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

Executive Summary

Motion to approve Master Agreement for Internet Services.

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 July 9, 2013 Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending July 16, 2013. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 6, discussion and update on Financials. *(Toni Ervin, CFO)*
- Confirm action taken on City Council Agenda Item 8, authorizing the Mayor to sign Lease Agreement No. DTFACN-13-L-00151 between the City of McAlester and the U. S. Department of Transportation Federal Aviation Administration for a term commencing on July 1, 2013 and continuing through June 30, 2015, inclusive. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

ADJOURN MAA

CONVENE AS McALESTER PUBLIC WORKS AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the July 9, 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 July 23, 2013. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 3, funding for the North Town Wild West Festival in the amount of \$18,000 for the promotion of tourism for the City of McAlester. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 4, establishing a Retail Sales Tax Incentive Program for McAlester Main Street District Businesses and Choctaw Corridor and authorizing the payment of the rebate. *(Toni Ervin, CFO)*
- Confirm action taken on City Council Agenda Item 5, on renewing the Retail Sales Tax Incentive Program for McAlester Main Street District Businesses and Choctaw established by Resolution 11-10. *(Toni Ervin, CFO)*
- Confirm action taken on City Council Agenda Item 6, discussion and update on Financials. *(Toni Ervin, CFO)*
- Confirm action taken on City Council Agenda Item 7, to authorize Mayor to sign Quit Claim Deed between KiBois Community Action Foundation, Inc. and the City of McAlester. *(Peter J. Stasiak, City Manager)*

- Confirm action taken on City Council Agenda Item 9, to designate certain property owned by the City as a site suitable for a location of a telecom facility, and authorize the Mayor to sign an Option and Lease Agreement between the City of McAlester and New Cingular Wireless PCS, LLC for the purpose of installing, operating and maintaining a communications facility to be located at 1313 South Strong Rd. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 10, authorizing the Mayor to sign a Master Agreement for Internet Services between the McAlester Public Works Authority and AT&T. *(James Stanford, IT Computer Specialist)*

ADJOURN MPWA

CONVENE AS MCALESTER RETIREMENT TRUST AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the June 25, 2013, Regular Meeting of the McAlester Retirement Trust Authority. *(Cora Middleton, City Clerk)*
- Approval of Retirement Benefit Payments for the Period of July 2013. *(Toni Ervin, Interim Chief Financial Officer)*

ADJOURN MRTA

RECONVENE COUNCIL MEETING

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

The McAlester City Council met in Regular session on Tuesday, June 25, 2013, at 6:00 P.M. after proper notice and agenda was posted, June 21, 2013, at 4:09 P.M.

Call to Order

Mayor Harrison called the meeting to order.

Linda Lowber, First Baptist Church gave the invocation and led the Pledge of Allegiance.

Roll Call

Council Roll Call was as follows:

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

Staff Present: Peter J. Stasiak, City Manager; Toni Ervin, Chief Financial Officer; Brett Brewer, Fire Chief; William J. Ervin, City Attorney and Cora Middleton, City Clerk

Citizen's Comments on Non-agenda Items

Janelle Brooks addressed the Council concerning the decision made by the Planning Commission on her request to re-zone her property at 812 E. Monroe.

Gaylord Brooks addressed the Council regarding the re-zone request of property located at 812 E. Monroe.

Consent Agenda

- A. Approval of the Minutes from the May 28, 2013, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*

- B. Approval of Claims for June 5-June 18, 2013. *(Toni Ervin, Chief Financial Officer)* In the following amounts: General Fund - \$110,070.12; Nutrition - \$1,523.47; Landfill Res./Sub-Title D - \$1,654.02; Employee Retirement - \$34,983.96; Tourism Fund - \$13,396.42; SE Expo Center - \$7,500.18; E-911 - \$7,021.96; Economic Development - \$7,200.00; Gifts & Contributions - \$3,252.50 and Fleet Maintenance - \$9,029.56.

- C. Tabled from Previous Meeting. 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)*
- D. Tabled from Previous Meeting. 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)*
- E. Tabled from Previous Meeting. 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)*
- F. Ratify an Agreement for a one-year term with U.S. Cellular for cellular telephone and communication services. *(James Stanford, IT Computer Specialist)*
- G. Consider and act upon, authorizing the Mayor to sign a contract for Professional Services between Robison International, Inc. and the McAlester Defense Support Association and the City of McAlester. The Contract is effective July 1, 2013 through June 30, 2014. Upon approval by Council - Mayor to sign agreement when Robison's signed contract is received. *(Peter J. Stasiak, City Manager)*

Vice-Mayor Mason requested that item "C" be removed for individual consideration. Councilman Read requested that items "B" be removed for discussion and Councilman Smith asked that item "G" be removed for individual consideration.

A motion was made by Councilman Read and seconded by Councilman Smith to approve the Consent Agenda items "A, D, E and F". There was no discussion and the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

Items Removed from the Consent Agenda

- B. Approval of Claims for June 5-June 18, 2013. *(Toni Ervin, Chief Financial Officer)* In the following amounts: General Fund - \$110,070.12; Nutrition - \$1,523.47; Landfill Res./Sub-Title D - \$1,654.02; Employee Retirement - \$34,983.96; Tourism Fund - \$13,396.42; SE Expo Center - \$7,500.18; E-911 - \$7,021.96; Economic Development - \$7,200.00; Gifts & Contributions - \$3,252.50 and Fleet Maintenance - \$9,029.56.

A motion was made by Councilman Smith and seconded by Councilman Read to approve the claims for June 5 through June 18, 2013.

Before the vote, Councilman Read inquired about a payment to Lowes. Manager Stasiak clarified that the credit offset the second entry. There was no further discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried

- C. Tabled from Previous Meeting. 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)

Councilman Smith moved to authorize the Mayor to sign a contract between the City of McAlester and the Oklahomans for Independent Living. The motion was seconded by Councilman Titsworth.

Before the vote, there was discussion among the Council regarding the format of the contract, the language regarding the door to door transportation, the language in the terms and having a thirty (30) day notice to cancel clause.

Vice-Mayor Mason moved to table this item until the next meeting, having the thirty (30) day cancellation clause inserted in the contract and clarifying the notice that is required in the door to door transportation. The motion was seconded by Councilman Read and the vote was taken as follows:

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

NAY: Councilman Titsworth

Mayor Harrison declared the motion carried.

- G. Consider and act upon, authorizing the Mayor to sign a contract for Professional Services between Robison International, Inc. and the McAlester Defense Support Association and the City of McAlester. The Contract is effective July 1, 2013 through June 30, 2014. Upon approval by Council - Mayor to sign agreement when Robison's signed contract is received. *(Peter J. Stasiak, City Manager)*

A motion was made by Councilman Smith and seconded by Councilman Read to authorize the Mayor to sign a contract for Professional Services between Robison International, Inc. and the McAlester Defense Support Association and the City of McAlester. The Contract is effective July 1, 2013 through June 30, 2014. Upon approval by Council - Mayor to sign agreement when Robison's signed contract is received.

Before the vote, Councilman Smith inquired about the payment to Robison International, Inc. City Manager Stasiak and Mayor Harrison clarified what services the City actually paid for. There was no further discussion, and the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

A motion was made by Councilman Smith and seconded by Vice-Mayor Mason to open a Public Hearing addressing three (3) Ordinances.

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

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

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

Public Hearing

- AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 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 TO ADOPT SECTION 22-94, 22-95 AND 22-96. TO BE ADDED TO ARTICLE II, CHAPTER 22, OF THE CODE OF THE CITY OF MCALESTER, OKLAHOMA TO PROHIBITING AGGRESSIVE BEGGING, PANHANDLING OR SOLICITATION OF ANY PERSON, REPEALING ALL CONFLICTING ORDINANCES, AND DECLARING AN EMERGENCY.
- AN ORDINANCE TO AMEND SECTION 102-233. TO ARTICLE VI, CHAPTER 102, OF THE CODE OF THE CITY OF MCALESTER, OKLAHOMA BY PROHIBITING PEDESTRIANS IN OR AROUND A PUBLIC ROADWAY FROM SOLICITING A RIDE, DONATIONS, EMPLOYMENT OR BUSINESS FROM THE OCCUPANT OF ANY VEHICLE, REPEALING ALL CONFLICTING ORDINANCES, AND DECLARING AN EMERGENCY.

There were no comments from the Council or the public and Councilman Smith moved to close the Public Hearing. The motion was seconded by Councilman Titsworth and the vote was taken as follows:

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

Mayor Harrison declared the motion carried, and the Public Hearing was closed at 6:20 P.M.

Scheduled Business

1. 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, CFO)*

Executive Summary

Motion to approve the budget amendment ordinance.

ORDINANCE NO. 2468

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.

A motion was made by Councilman Garvin and seconded by Councilman Read to approve **ORDINANCE NO. 2468**, amending the fiscal year 2012-2013 Budget.

Before the vote, Ms. Ervin reviewed the amendment with the Council explaining that this amendment would appropriate additional funds for Nutrition services and Refuse Collection services. There was no other discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

Councilman Read moved to approve the EMERGENCY FUND, seconded by Vice-Mayor Mason. There was no discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

2. Discussion and update on Financials as of May 31, 2013. *(Toni Ervin, CFO)*

Executive Summary

Discussion Financials as of May 31, 2013.

Ms. Ervin reviewed the financial status of the City as of May 31, 2013. She explained that revenue was down \$989,585.00 for the year and that the City had dealt with this shortfall by cutting expenditures. Ms. Ervin then reviewed the financial status of the McAlester Public Works Authority.

3. Consider and Act to approve and ordinance of the City of McAlester adopting Section 22-94, 22-95 AND 22-96. To be added to ARTICLE II, CHAPTER 22, of the Code of the City of McAlester, Oklahoma to prohibiting aggressive begging, panhandling or

solicitation of any person, Repealing all conflicting ordinances, and declaring and Emergency. *(William J. Ervin, City Attorney and Councilman, Buddy Garvin)*

Executive Summary

Motion to approve Adopting Ordinance.

ORDINANCE NO. 2469

AN ORDINANCE TO ADOPT SECTION 22-94, 22-95 AND 22-96. TO BE ADDED TO ARTICLE II, CHAPTER 22, OF THE CODE OF THE CITY OF MCALESTER, OKLAHOMA TO PROHIBITING AGGRESSIVE BEGGING, PANHANDLING OR SOLICITATION OF ANY PERSON, REPEALING ALL CONFLICTING ORDINANCES, AND DECLARING AN EMERGENCY.

Councilman Smith moved for approval of **ORDINANCE NO. 2469**, adopting sections 22-94, 22-95 and 22-96. The motion was seconded by Vice-Mayor Mason.

During a discussion among the Council regarding this Ordinance, Councilman Garvin emphasized that this was to address the safety of all citizens. City Attorney Ervin commented that this would set limitations and restrict aggressive behavior but would protect an individual's right to petition assistance from fellow citizens. He added that this would excuse the requirement to have a solicitor's license.

Mayor Harrison commented on the language in section one (1) e and three (3) 11, suggesting that both lines read the same.

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

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

NAY: None

Mayor Harrison declared the motion carried.

Councilman Read moved to approve the EMERGENCY FUND, seconded by Vice-Mayor Mason. There was no discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

4. Consider and Act to Approve and Ordinance of the City of McAlester amending Section 102-233. To ARTICLE VI, CHAPTER 102, of the Code by Prohibiting Pedestrians in or around a public roadway from soliciting a ride, donations, employment or business from the occupant of any vehicle, Repealing all conflicting Ordinances, and Declaring an Emergency. *(William J. Ervin, City Attorney and Councilman, Buddy Garvin)*

Executive Summary

Motion to approve Ordinance.

ORDINANCE NO. 2470

AN ORDINANCE TO AMEND SECTION 102-233. TO ARTICLE VI, CHAPTER 102, OF THE CODE OF THE CITY OF MCALESTER, OKLAHOMA BY PROHIBITING PEDESTRIANS IN OR AROUND A PUBLIC ROADWAY FROM SOLICITING A RIDE, DONATIONS, EMPLOYMENT OR BUSINESS FROM THE OCCUPANT OF ANY VEHICLE, REPEALING ALL CONFLICTING ORDINANCES, AND DECLARING AN EMERGENCY.

A motion was made by Councilman Smith and seconded by Councilman Titsworth to adopt **ORDINANCE NO. 2470**, amending section 102-233.

After a brief discussion among the Council and Attorney Ervin regarding the language in the Ordinance, what it prohibited and the problems that this activity could cause for drivers, the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

Vice-Mayor Mason moved to approve the EMERGENCY FUND, seconded by Councilman Titsworth. There was no discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

5. Discussion, and possible action, to share in the cost with the Pittsburg County Fire Fighters Association for implementation of a new pager/repeater communication system. Funds to be used from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services. (*Brett Brewer, Fire Chief*)

Executive Summary

Motion to approve the cost share of communications equipment for Pittsburg County Fire Fighters Association, with funds to be used from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services.

Councilman Smith moved to approve the cost share of communications equipment for Pittsburg County Fire Fighters Association, with funds to be used from the City of McAlester's portion of the quarter cent excise tax for fire services. The motion was seconded by Councilman Titsworth.

Before the vote, there was a brief discussion regarding how this system would connect the various fire departments and how it would help with the ISO ratings of the other communities. There was no further discussion, and the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

6. Consider, and act upon, authorizing the Mayor to sign a contract between the City of McAlester and Katcon, Inc. to construct improvements to various concrete panels along portions of Electric Avenue. Mayor to sign agreement when Katcon's Inc. signed contract is received. (*John Modzelewski, PE, City Engineer and Public Works Director*)

Executive Summary

The recommendation is to enter into an agreement with Katcon, Inc. for a Total Bid equal to \$266,148.00 to construct improvements to various concrete panels along portions of Electric Avenue. The funding source for this project is Account Number 01-5865403.

Vice-Mayor Mason moved to authorize the Mayor to a contract between the City of McAlester and Katcon, Inc. to construct improvements to various concrete panels along portions of Electric Avenue, in the amount of \$266,148.00. Mayor to sign agreement when Katcon Inc. signed contract is received. The motion was seconded by Councilman Smith.

Before the vote, Manager Stasiak informed the Council that this project had been advertised on May 19th and 26th, 2013. The City received two (2) Bids which were opened on June 11, 2013. He added that after review of the bid documents the Engineering Department determined that Katcon, Inc. was the lowest, responsible, qualified bidder.

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

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

Mayor Harrison declared the motion carried.

7. Consider, and act upon, a request from Allied Waste/Republic Services increasing the solid waste collection rate for Residential customers by .43% based on the increase in the CPI for Urban Wage Earners and Clerical Workers "All Items Index" Midwest Region, Size Class D (50,000 or less) and the U.S. City Average, other Motor Fuels as of April 2013. Staff does not recommend passing increase on to Citizens. (*Peter J. Stasiak, City Manager*)

Executive Summary

Motion to approve the new service residential rate increase of .43% based on the CPI for Urban Wage Earners and Clerical Workers "All Items Index" Midwest Region, Size Class D (50,000 or less) and the U.S. City Average, other Motor Fuels as of April 2013.

A motion was made by Councilman Smith and seconded by Councilman Garvin to approve the new residential rate increase of .43% based on the CPI for Urban Wage Earners and Clerical Workers "All Items Index" Midwest Region, Size Class D (50,000 or less) and the U.S. City Average, other Motor Fuels as of April 2013, with the City not passing this increase on to the Citizens.

Before the vote, Manager Stasiak explained that this was the third (3rd) year of a ten (10) year agreement with Allied Waste/Republic Services. The increase was based on the CPI and the staff recommended that no increase be passed on to the residents of McAlester. There was no other discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

8. Consider, and act upon, appointing an Authorized Agent for the City of McAlester's Defined Contribution Retirement Plan. (*Peter J. Stasiak, City Manager*)

Executive Summary

Motion to approve the Appointment of an Authorized Agent for the City of McAlester's Defined Contribution Retirement Plan.

A motion was made by Councilman Smith and seconded by Councilman Garvin to appoint an Authorized Agent for the City of McAlester's Defined Contribution Plan.

Before the vote, Manager Stasiak explained that this would be an administrative function and the agent would need to be present to sign and coordinate all documents related to the Plan. He then recommended that Human Resources Coordinator Sheila Maldonado be named as Authorized Agent for the City of McAlester.

Mayor Harrison commented that the motion would be to appoint Sheila Maldonado as Authorized Agent. There was no other discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

New Business

Manager Stasiak informed the Council that this document had

City Manager's Report

Manager Stasiak reported that this Change Order came in after the deadline and was regarding the Drainage Project at Mallard Lane & Flamingo Road. He explained that Tom Meshek of Meshek and Associates and Richard Cotton were present to address any questions the Council may have.

Mr. Meshek explained that this Change Order addressed the slopes of the ground from the channel walls to the adjacent property and the possible difficulty in mowing that strip of

property. He added that this Change Order was in the amount of \$8,958.47 and well within the allowed limits.

There was a brief discussion among the Council and Mr. Meshek concerning any added time, doing this just to make mowing easier and the quality of the project.

Manager Stasiak stated that the City had funds in the CIP Fund and that was why there was no budget amendment needed for the Change Order.

Councilman Read moved to approve Change Order No. 1 to the Mallard Lane & Flamingo Road Drainage Improvement Project. The motion was seconded by Councilman Smith and the vote was taken as follows:

AYE: Councilman Smith, Titsworth, Mason & Mayor Harrison

NAY: Councilman Read & Garvin

Mayor Harrison declared the motion carried.

Remarks and Inquiries by City Council

Manager Stasiak reported that the CDBG 2013 application had been submitted. Both the IAFF and the FOP agreements had been voted on and approved by the Unions and would be presented for consideration at the July 9, 2013, Council meeting. He commented that the Police Department had received the 2013 Ford Explorer and that this vehicle would have the advantage of being all wheel drive, which would not require special tires during winter weather. He stated that staff was currently working on job descriptions for Tourism Manager, Planning and Community Development Director and the Economic Development Director positions. Manager Stasiak explained that the annexation of the Turnpike property was moving forward and expected to take ninety (90) to one hundred twenty (120) days. He added that South Side Business District contract had been sent to Mr. Wiley and the Choctaw Nation had requested that the property be rezoned to C-5 which was possible since it was next to C-5 property.

Remarks and Inquiries by City Council

Councilmen Smith, Read and Mason did not have any comments for the meeting.

Councilman Titsworth thanked the Police and Fire Departments for responding to his home while he was away.

Councilman Garvin stated that he would have documents for discussion concerning "Old Sparky" at the next Council meeting.

Mayor's Comments and Committee Appointments

Mayor Harrison did not have any comments for the evening.

Recess Council Meeting

Mayor Harrison asked for a motion to recess the Regular Meeting to convene the Authorities. Councilman Smith moved to recess the Regular Meeting and convene the Authorities. The motion was seconded by Councilman Read. There was no discussion, and the vote was taken as follows:

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

Mayor Harrison declared the motion carried and the meeting was recessed at 7:08 P.M.

Reconvene Council Meeting

The Regular Meeting was reconvened at 7:11 P.M.

Adjournment

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

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

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

ATTEST:

Steve Harrison, Mayor

Cora Middleton, City Clerk

CLAIMS FROM

**JULY 3, 2013
THRU
JULY 16, 2013**

PACKET: 09876 CLAIMS FOR 7/23/2013

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-A00026 AT & T LONG DISTANCE						
	I-201306195060	01	-5215315	TELEPHONE UTI PHONE UTIL-LONG DIST SVS	065044	197.38
01-A00200 ADAM TRUE VALUE & AG SU						
	I-245861	01	-5547203	REPAIRS & MAI CHEMICALS FOR POND ALGE	065305	140.25
01-A00267 AIRGAS, INC						
	I-9016788574	01	-5432202	OPERATING SUP EMS SUPPLIES & OXYGEN	065306	157.50
	I-9909867649	01	-5432202	OPERATING SUP EMS SUPPLIES & OXYGEN	065306	230.80
01-A00362 ALLEGIANCE COMMUNICATIO						
	I-201306195062	01	-5431328	INTERNET SERV INTERNET SVS-N FIRE STATION	065045	62.95
	I-201306195062	01	-5431328	INTERNET SERV INTERNET SVS-S FIRE STATION	065045	62.95
	I-201306265075	01	-5547328	INTERNET SERV INTERNET SVS-CEMETERY	065110	59.95
	I-201306265075	01	-5865328	INTERNET SERV INTERNET SVS-PUBLIC WKS FAC	065110	83.88
	I-201307035135	01	-5320328	INTERNET SERV INTERNET SVS-DET DIV	065274	116.75
	I-201307035135	01	-5431328	INTERNET SERV INTERNET SVS-EMER RESP CTR	065274	62.95
	I-201307105145	01	-5542328	INTERNET SERV INTERNET SVS-PARKS SHOP	065284	75.96
	I-201307105145	01	-5865328	INTERNET SERV INTERNET SVS-STREETS T/C	065284	75.96
	I-201307105145	01	-5548328	INTERNET SERV INTERNET SVS-FAC MAINT	065284	75.96
	I-201307105145	01	-5542328	INTERNET SERV INTERNET SVS-STIPE	065284	72.95
01-A00500 AMERICAN MUNICIPAL SERV						
	I-201307155171	01	-2105	COLLECTION AG COURT COLLECTION FEES-JUNE	065307	3,901.00
01-A00751 ATWOODS						
	I-1596/9	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	065309	165.60
	I-1601/9	01	-5542203	REPAIRS & MAI HOSES, CLMPS, & SPANCKLRS	065309	187.77
	I-1602/9	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	065309	21.11
01-B00180 UNION IRON WORKS, INC.						
	C-S1653736.002 CRED1	01	-5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	065311	208.49-
	I-S1731777.001	01	-5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	065311	161.76
	I-S1732909.001	01	-5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	065311	40.78
	I-S1733990.001	01	-5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	065311	119.03
	I-S1734371.001	01	-5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	065311	134.40
	I-S1734676.001	01	-5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	065311	34.04
01-B00486 BRADELY RAY INMAN						
	I-201307155165	01	-5544308	CONTRACT LABO UMPIRE FEES-3 GAMES	065315	75.00
01-B00490 BRIGGS PRINTING						
	I-60776	01	-5632202	OPERATING SUP BUSINESS CARDS-GULLICK	065316	44.50
01-C00046 C D W GOVERNMENT, INC						
	I-09953	01	-5211202	OPERATING SUP SCANNER FOR PAYROLL DEPT	065319	1,008.01
01-C00100 CLEET						
	I-201307115149	01	-2100	CLEET PAYABLE CLEET FEES DUE	065286	2,941.97

PACKET: 09876 CLAIMS FOR 7/23/2013

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-006202	CARTRIDGE WORLD						
		I-110715	01	-5542202	OPERATING SUP PRINTER CARTRIDGE	065320	147.79
		I-110764	01	-5542202	OPERATING SUP PRINTER CARTRIDGE	065320	35.99
01-006209	CASCO INDUSTRIES						
		I-519740	01	-5432204	SMALL TOOLS FIREFIGHTING GLOVES	065321	475.00
01-000320	CENTERPOINT ENERGY AKKI						
		I-201306195063	01	-5215314	GAS UTILITY GAS UTIL-802 E HARRISON	065047	23.89
		I-201306265078	01	-5215315	TELEPHONE UTI GAS UTIL-315 E KREBS	065111	21.57
		I-201306265078	01	-5215314	GAS UTILITY GAS UTIL-EMER RESP CENTER	065111	22.54
		I-201307035131	01	-5215314	GAS UTILITY GAS UTIL-801 N 9TH	065276	165.42
		I-201307035131	01	-5215314	GAS UTILITY GAS UTIL-2717 N MAIN	065276	27.14
		I-201307035131	01	-5215314	GAS UTILITY GAS UTIL-1311 E WASHINGTON	065276	26.04
		I-201307035131	01	-5215314	GAS UTILITY GAS UTIL-1701 E CARL ALBERT	065276	38.27
		I-201307035131	01	-5215314	GAS UTILITY GAS UTIL-1600 COLLEGE AVE	065276	32.97
		I-201307035131	01	-5215314	GAS UTILITY GAS UTIL-1600 COLLEGE AVE C	065276	22.54
		I-201307035131	01	-5215314	GAS UTILITY GAS UTIL-401 N 2ND	065276	40.12
01-000463	CITY MANAGERS ASSOCIATI						
		I-12-02317	01	-5210331	EMPLOYEE TRAV CMAO CONFERENCE	065322	190.00
		I-2014 DUES	01	-5210330	DUES & SUBSCR CMAO DUES FOR 2014	065322	540.00
01-000472	CIVIC PLUS						
		I-133701	01	-5225349	SOFTWARE MAIN ANNUAL SUPPORT FEE-WEB	065323	4,265.00
01-000840	CRAWFORD & ASSOCIATES						
		I-7476	01	-5215302	CONSULTANTS CONSULTANT FEES	065324	487.50
01-000006	D & D ELEVATOR INC						
		I-29	01	-5548316	REPAIRS & MAI MONTHLY SER FEE-ELEVATOR	065326	400.00
		I-37	01	-5548203	REPAIRS & MAI SAFETY TEST FEE-LIBRARY	065326	150.00
01-000096	DARRELL HEAROD						
		I-201307155164	01	-5544308	CONTRACT LABO UMPIRE FEES-3 GAMES	065327	75.00
01-000097	DASH MEDICAL GLOVES						
		I-INV0802052	01	-5432202	OPERATING SUP MEDICAL SUPPLIES-EMS	065328	271.60
01-000143	DAVE'S FITNESS PLUS						
		I-2013-14 DUES	01	-5431350	DUES & SUBSCR YRLY DUES-FIRE DEPT	065329	1,250.00
01-000330	DEPT. OF PUBLIC SAFETY						
		I-04-1400113	01	-5321306	CONTRACTED SE TELETYPE RENTAL FEE	065339	350.00
01-000540	DOLESE BROTHERS						
		I-AG13060726	01	-5865218	STREET REPAIR GRAVEL FOR STREET REPAIRS	065341	812.51
		I-AG13061315	01	-5865218	STREET REPAIR GRAVEL FOR STREET REPAIRS	065341	825.08
		I-AG13061824	01	-5865218	STREET REPAIR GRAVEL FOR STREET REPAIRS	065341	409.91

PACKET: 09876 CLAIMS FOR 7/23/2013

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/I	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000540	DOLESE BROTHERS						
							continued
		I-AG13062414	01	-5865218	STREET REPAIR GRAVEL FOR STREET REPAIRS	065341	266.55
		I-AG13064739	01	-5865403	STREETS RECON CRUSHER ROCK FOR STREETS	065341	799.48
		I-AG13065192	01	-5865403	STREETS RECON CRUSHER ROCK FOR STREETS	065341	634.30
		I-AG13065399	01	-5865403	STREETS RECON CRUSHER ROCK FOR STREETS	065341	708.29
		I-AG13065853	01	-5865403	STREETS RECON CRUSHER ROCK FOR STREETS	065341	762.14
		I-AG13066504	01	-5865403	STREETS RECON CRUSHER ROCK FOR STREETS	065341	463.62
		I-AG13067063	01	-5865403	STREETS RECON CRUSHER ROCK FOR STREETS	065341	631.05
		I-AG13067635	01	-5865403	STREETS RECON CRUSHER ROCK FOR STREETS	065341	807.44
		I-AG13068930	01	-5865403	STREETS RECON CRUSHER ROCK FOR STREETS	065342	789.14
		I-AG13069567	01	-5865403	STREETS RECON CRUSHER ROCK FOR STREETS	065342	788.46
		I-AG13070305	01	-5865403	STREETS RECON CRUSHER ROCK FOR STREETS	065342	784.47
		I-AG13070950	01	-5865403	STREETS RECON CRUSHER ROCK FOR STREETS	065342	640.56
		I-AG13071601	01	-5865403	STREETS RECON CRUSHER ROCK FOR STREETS	065342	477.30
01-F00015	FLEETCOR TECHNOLOGIES						
		I-201307155169	01	-5322212	FUEL EXPENSE FUEL EXP-ANIMAL CONT	065347	462.59
		I-201307155169	01	-5321212	FUEL EXPENSE FUEL EXP-POLICE	065347	10,070.67
		I-201307155169	01	-5431212	FUEL EXPENSE FUEL EXP-FIRE	065347	1,298.41
		I-201307155169	01	-5542212	FUEL EXPENSE FUEL EXP-PARKS	065347	1,956.09
		I-201307155169	01	-5548212	FUEL EXPENSE FUEL EXP-PAC MAINT	065347	669.60
		I-201307155169	01	-5865212	FUEL EXPENSE FUEL EXP-STREETS	065347	3,462.37
		I-201307155169	01	-5544212	FUEL EXPENSE FUEL EXP-REC	065347	131.86
		I-201307155169	01	-5652212	FUEL EXPENSE FUEL EXP-CODFS	065347	500.90
		I-201307155169	01	-5225212	FUEL EXPENSE FUEL EXP-IT	065347	184.93
		I-201307155169	01	-5653212	FUEL EXPENSE FUEL EXP-SAFETY	065347	38.85
		I-201307155169	01	-5547212	FUEL EXPENSE FUEL EXP-CEMETERY	065347	248.65
		I-201307155169	01	-5432212	FUEL EXPENSE FUEL EXP-EMS	065347	1,601.34
		I-201307155170	01	-5865212	FUEL EXPENSE FUEL EXP-STREETS	065348	189.56
		I-201307155170	01	-5542212	FUEL EXPENSE FUEL EXP-PARKS	065348	333.26
		I-201307155170	01	-5544308	CONTRACT LABO FUEL EXP-REC	065348	357.40
01-F00142	FIRE-TECK LLC						
		I-2013-1168	01	-5431204	SMALL TOOLS HOSE ALAPTERS	065349	1,241.00
01-F00371	FIELDS PLUMBING						
		I-402899	01	-5542316	REPAIRS & MAI REPAIR WORK ON TOILETS	065350	362.30
01-G00130	GALL'S, AN ARAMARK CO.,						
		I-000629155	01	-5431207	CLOTHING ALLO UNIFORM ALLOWANCE	065351	197.56
		I-000639459	01	-5431207	CLOTHING ALLO UNIFORM ALLOWANCE	065351	40.99
		I-000745924	01	-5431207	CLOTHING ALLO UNIFORM ALLOWANCE	065351	688.84
		I-000752929	01	-5431207	CLOTHING ALLO UNIFORM ALLOWANCE	065351	111.02
		I-BG0017953	01	-5431207	CLOTHING ALLO UNIFORM ALLOWANCE	065351	95.09
01-G00260	GEORGE HALIBURTON						
		I-160568	01	-5652318	ABATEMENTS CONTRACT BRUSH HOGGING	065352	774.00
01-H00290	HUMPHREY PLUMBING, INC.						

PACKET: 09876 CLAIMS FOR 7/23/2013

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000290	HUMPHREY PLUMBING, INC.			continued		
		I-116254	01 -5548203	REPAIRS & MAI A/C REPAIR AT DET DIV	065355	372.22
		I-116896	01 -5548203	REPAIRS & MAI A/C UNIT FOR WEST WWM	065355	0.03
		I-116896	01 -5548316	REPAIRS & MAI A/C UNIT FOR WEST WWM	065355	3,462.80
01-100061	RICOH USA, INC.					
		I-502663449	01 -5321308	CONTRACTED SE COPIER MAINT. FEE	065357	72.50
01-100099	IKON OFFICE SOLUTIONS					
		I-23576867	01 -5321308	CONTRACTED SF COPIER LEASE PAYMENT	065358	284.00
01-100110	IMPRESS OFFICE SUPPLY					
		I-035374	01 -5865202	OPERATING SUP INK FOR STREETS DEPT FAX	065359	80.26
01-100115	INTERMEDIX TECHNOLOGIES					
		I-201307155173	01 -5432308	CONTRACTED SE EMS BILLING SVS FEE-JUNE 2013	065360	3,163.83
01-100120	TYLER TECHNOLOGIES					
		I-025-70328	01 -5225349	SOFTWARE MAIN ANNUAL SUPPORT & MAINT FE	065361	32,791.53
		I-201307155172	01 -5213336	FEES MONTHLY SUPPORT FEES-COURT	065361	200.00
		I-201307155172	01 -5225349	SOFTWARE MAIN MONTHLY SUPPORT FEES-IT	065361	210.00
01-100140	INDIAN NATION WHOLESALE					
		I-5884964	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	065362	1,136.39
01-100224	INTERNATIONAL CODE COUN					
		I-13-00054	01 -5652331	EMPLOYEE TRAV TRAINING BOOKS-BLDG INSP	065363	233.45
01-100262	INVESTIGATIVE CONCEPTS,					
		I-121203063	01 -5653348	DRUG TESTING/ NEW HIRE BACKGROUND CKS	065364	31.90
01-100199	JEFFERSON HIGHWAY ASSOC					
		I-2013 DUES	01 -5210330	DUES & SUBSCR MEMBERSHIP DUES	065366	20.00
01-100338	JOB CONSTRUCTION CO INC					
		I-30204	01 -5865403	STREETS RECON ASEHALT FOR STREET REPAIR	065367	11,551.75
01-100340	JIM WOOD REFRIGERATION					
		I-13-15417	01 -5548316	REPAIRS & MAI A/C COMPRESSOR FOR CITY H	065368	5,650.00
01-100066	KATCON INC.					
		I-PAY REQ #1	01 -5865403	STREETS RECON STREET REPAIR-PROJECT 1	065369	14,623.39
		I-PAY REQ 1	01 -5865403	STREETS RECON STREET REPAIR-PROJECT 2	065369	16,690.33
01-100102	KEDCO					
		I-2013-14 DUES	01 -5210330	DUES & SUBSCR MEMBERSHIP DUES	065370	1,084.19
01-100380	LOCKE SUPPLY CO.					
		I-18205936-00A	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	065373	83.26

PACKET: 09876 CLAIMS FOR 7/23/2013

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-190380	LOCKE SUPPLY CO.						
				continued			
		I-20584329-00	01	-5322401	CAPITAL OUTLA HEAT & A/C FOR ANIMAL SHE	065373	1,885.93
		I-20637974-00	01	-5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	065373	48.29
		I-20645860-00	01	-5322401	CAPITAL OUTLA HEAT & A/C FOR ANIMAL SHE	065373	136.21
		I-20684968-00	01	-5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	065373	44.04
01-190428	LOWE'S CREDIT SERVICES						
		I-01283	01	-5322401	CAPITAL OUTLA ANIMAL SHELTER BLDG MATS	065375	437.69
		I-02145	01	-5322401	CAPITAL OUTLA ANIMAL SHELTER BLDG MATS	065375	50.34
		I-04637	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	065375	184.36
		I-05585	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	065375	30.30
		I-06208	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	065375	35.08
		I-06863	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	065375	51.24
		I-07051	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	065375	23.71
		I-07353	01	-5210202	OPERATING SUP MISC SUPPLIES	065375	92.73
		I-07687	01	-5431203	REPAIRS & MAI KEYS FOR N FIRE STATION	065375	26.48
01-M90548	MONSTER.COM						
		I-5467815	01	-5653317	ADVERTISING & JOB POSTING EXP	065378	480.00
01-M90570	MOORE MEDICAL CORP.						
		I-97239733RI	01	-5432202	OPERATING SUP MEDICAL SUPPLIES	065379	207.00
		I-97785979	01	-5432202	OPERATING SUP MEDICAL SUPPLIES	065379	476.91
01-M90578	MRHC WELLNESS CENTER						
		I-2013-14 DUES	01	-5653215	AWARDS/NUC PR YEARLY DUES	065380	3,000.00
01-M90580	MCALESTER CHAMBER OF						
		I-1053	01	-5210202	OPERATING SUP 2013 ANNUAL MEM. LUNCH	065381	50.00
		I-13-00053	01	-5210330	DUES & SUBSCR CHAMBER LUNCHEON FEE	065381	50.00
		I-3764	01	-5652330	DUES & SUBSCR MEMBERSHIP DUES	065381	840.00
01-M90140	MCALESTER PAINT & SUPPL						
		I-87094	01	-5543203	REPAIRS & MAI MISC MAINT ITEMS FOR POOL	065382	206.85
		I-87174	01	-5543203	REPAIRS & MAI MISC MAINT ITEMS FOR POOL	065382	18.96
		I-87478	01	-5543203	REPAIRS & MAI MISC MAINT ITEMS FOR POOL	065382	201.76
		I-87796	01	-5543203	REPAIRS & MAI MISC MAINT ITEMS FOR POOL	065382	60.24
		I-88149	01	-5543203	REPAIRS & MAI MISC MAINT ITEMS FOR POOL	065382	17.56
		I-88311	01	-5543203	REPAIRS & MAI MISC MAINT ITEMS FOR POOL	065382	137.90
		I-88382	01	-5543203	REPAIRS & MAI MISC MAINT ITEMS FOR POOL	065382	137.90
01-M90200	MCALESTER SCOTTISH RITE						
		I-790575	01	-5548311	PARKING RENTA PARKING LOT RENTAL FEE	065385	375.00
01-M90231	NEOGOV						
		I-07-10071	01	-5653317	ADVERTISING & JOB POSTING EXP	065386	350.00
01-M90250	MCALESTER NEWS CAPITAL						
		I-05610853	01	-5212317	ADVERTISING & COUNCIL PUBLICATIONS	065387	38.16

PACKET: 09876 CLAIMS FOR 7/23/2013

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/I	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-N00250	MCALISTER NEWS CAPITAL				continued		
		I-05611094	01	-5212317	ADVERTISING & COUNCIL PUBLICATIONS	065387	23.00
		I-05611095	01	-5212317	ADVERTISING & COUNCIL PUBLICATIONS	065387	23.45
		I-05611096	01	-5212317	ADVERTISING & COUNCIL PUBLICATIONS	065387	23.30
		I-32896-2013	01	-5431330	DUES & SUBSCR YEARLY SUBSCRIPTION	065387	111.00
01-N00343	NORTHERN SAFETY CO INC						
		I-900470560	01	-5653213	SAFETY EXPENS SAFETY SUPPLIES	065390	971.51
01-Q00219	OKLA BUREAU OF NARCOTIC						
		I-201307115148	01	-2103	ORN PAYABLE (DRUG ED FEES DUE	065290	26.92
01-Q00290	OKLA FIRE CHIEFS ASSOC.						
		I-3076	01	-5431330	DUES & SUBSCR OFCA MEMBERSHIP DUES	065395	72.00
01-Q00556	OMAG-OK MUNICIPAL ASSUR						
		I-P-14--0320-1374-D	01	-5215322	LIABILITY INS PROPERTY INS PREMIUMS	065397	10,704.31
01-Q00595	OSBI						
		I-13-004680-S	01	-5225349	SOFTWARE MAIN ANNUAL SUPPORT FEE-ODIS	065398	5,000.00
		I-201307115150	01	-2101	AFIS PAYABLE AFIS FEES DUE	065291	1,620.22
		I-201307115150	01	-2102	FORENSICS PAY FORENSIC FEES DUE	065291	1,565.60
01-P00023	P & K EQUIPMENT, INC						
		I-654943	01	-5544203	REPAIRS & MAI RUBBER TINES FOR SWEEPER	065399	178.67
01-P00138	PATRICK SANDERS						
		I-201307155160	01	-5544308	CONTRACT LABO UMPIRE FEES-6 GAMES	065400	150.00
01-P00242	PETER STASIAK						
		I-201307035129	01	-5210331	EMPLOYEE TRAV TRAVEL EXP-RETAIL DEV.	065277	164.58
01-P00250	PETTY CASH						
		I-201306265073	01	-5321202	OPERATING SUP JOB FAIR SUPPLIES	065112	22.89
		I-201306265073	01	-5210202	OPERATING SUP MDSA MTG EXP	065112	29.79
		I-201306265073	01	-5865331	EMPLOYEE TRAV TOLL FEE	065112	4.50
		I-201306265073	01	-5212202	OPERATING SUP MCFT TRAINING EXP	065112	44.66
		I-201306265073	01	-5653213	SAFETY EXPENS SAFETY MTG EXP	065112	52.65
		I-201306265073	01	-5321202	OPERATING SUP CLEANING SUPPLIES	065112	14.16
		I-201306265073	01	-5653202	OPERATING SUP OFFICE SUPPLIES	065112	19.15
		I-201306265073	01	-5431203	REPAIRS & MAI TIRE REPAIR	065112	6.31
		I-201306265073	01	-5101202	OPERATING SUP COUNCIL MTG EXP	065112	75.00
		I-201306265073	01	-5210331	EMPLOYEE TRAV TRAVEL EXP-CONFERENCE	065112	37.86
		I-201306265073	01	-5215202	OPERATING SUP EMPLOYEE MTG EXP	065112	33.09
		I-201306265073	01	-5215202	OPERATING SUP EMPLOYEE MTG EXP	065112	19.34
		I-201306265073	01	-5865331	EMPLOYEE TRAV TOLL FEE	065112	2.25
		I-201306265073	01	-5653202	OPERATING SUP OFFICE EXP	065112	12.40
		I-201306265073	01	-5431202	OPERATING SUP AUTO REPAIR PART	065112	28.20
		I-201306265073	01	-5101202	OPERATING SUP MTG EXP	065112	31.85

PACKET: 09876 CLAIMS FOR 7/23/2013

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/I ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00250	PETTY CASH			continued		
		I-201306265073	01 -5101202	OPERATING SUP COUNCIL MTG EXP	065112	20.12
		I-201306265073	01 -5225331	EMPLOYEE TRAV TRAVEL EXP-OKC	065112	41.00
		I-201306265073	01 -5211202	OPERATING SUP OFFICE EXP	065112	54.90
		I-201306265073	01 -5321331	EMPLOYEE TRAV TRAVEL EXP-PU VEHICLE	065112	15.36
		I-201306265073	01 -5653202	OPERATING SUP UTIL FANS	065112	99.96
01-P00297	PIONEER ABSTRACT					
		I-2896-13	01 -5652202	OPERATING SUP ABSTRACT FEES	065402	175.00
01-P00310	PITNEY BOWES INC					
		I-446681	01 -5215312	EQUIPMENT REN LEASE ON POSTAGE MACH	065403	404.56
01-P00340	PITTS. COUNTY ELEC. BOA					
		I-12-00193	01 -5101350	ELECTIONS SPEC ELECTION EXP	065404	5,616.76
01-P00560	PUBLIC SERVICE/AEP					
		I-201306195064	01 -5215313	ELECTRIC UTIL ELECT UTIL-302 E FILMORE	065048	870.68
		I-201306265074	01 -5215313	ELECTRIC UTIL ELECT UTIL-607 VILLAGE	065113	652.48
		I-201306265074	01 -5215313	ELECTRIC UTIL ELECT UTIL-KOMAR PARK	065113	40.55
		I-201307035132	01 -5215313	ELECTRIC UTIL ELECT UTIL-1016 E SOUTH	065279	280.29
		I-201307035132	01 -5215313	ELECTRIC UTIL ELECT UTIL-1699 E CARL ALBERT	065279	25.99
		I-201307035132	01 -5215313	ELECTRIC UTIL ELECT UTIL-DET DIV	065279	106.50
		I-201307105147	01 -5215313	ELECTRIC UTIL ELECT UTIL-333 E CARL ALBERT	065292	38.54
		I-201307105147	01 -5215313	ELECTRIC UTIL ELECT UTIL-LIBRARY	065292	3,219.71
		I-201307105147	01 -5215313	ELECTRIC UTIL ELECT UTIL-GENERAL FUND	065292	12,481.09
		I-201307105147	01 -5215313	ELECTRIC UTIL ELECT UTIL-STREET LIGHTS	065292	11,908.05
		I-201307105147	01 -5215313	ELECTRIC UTIL ELECT UTIL-1099 E WYANDOTTE	065292	43.01
		I-201307105147	01 -5215313	ELECTRIC UTIL ELECT UTIL-301 W JEFFERSON	065292	38.44
01-R00469	ROGIC					
		I-0029468-IN	01 -5320202	OPERATING EXP ANNUAL SERVICE FEE	065407	300.00
01-R00479	ROGER MELTON					
		I-753783	01 -5652318	ABATEMENTS CONTRACT MOWING	065408	530.00
01-R00492	RONALD W BARNES					
		I-201307155166	01 -5544308	CONTRACT LABO UMPIRE FEES-13 GAMES	065409	325.00
01-R00521	ROTARY CLUB					
		I-4171	01 -5210330	DUES & SUBSCR ANNUAL DUES	065410	125.00
01-R00541	ROY WARD					
		I-201307155162	01 -5544308	CONTRACT LABO UMPIRE FEES-3 GAMES	065411	75.00
01-S00642	SPECIAL OPS UNIFORMS, I					
		I-198949	01 -5431207	CLOTHING ALLO UNIFORM ALLOWANCE	065412	1,142.81
		I-198950	01 -5431207	CLOTHING ALLO UNIFORM ALLOWANCE	065412	912.84
		I-198951	01 -5431207	CLOTHING ALLO UNIFORM ALLOWANCE	065412	1,253.79

PACKET: 09876 CLAIMS FOR 7/23/2013

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-800926	STAPLES ADVANTAGE					
		I-03223	01 -5215250	CONTINGENCY - SOFTWARE FOR FINANCE	065413	439.12
		I-04121	01 -5215262	OPERATING SUP OFFICE SUPPLIES	065413	9.00
		I-04122	01 -5215262	OPERATING SUP OFFICE SUPPLIES	065413	9.00
01-100010	T. H. ROGERS LUMBER CO.					
		I-473647	01 -5322401	CAPITAL OUTLA ANIMAL SHELTER BLDG MATER	065414	2,609.05
		I-473842	01 -5322401	CAPITAL OUTLA ANIMAL SHELTER BLDG MATER	065414	41.14
		I-474232	01 -5322401	CAPITAL OUTLA ANIMAL SHELTER BLDG MATER	065414	463.13
01-100056	TED ALEXANDER					
		I-201307155167	01 -5544306	CONTRACT LABO UMPIRE FEES-9 GAMES	065415	225.00
01-100058	BIZTEL COMMUNICATIONS					
		I-5248	01 -5215315	TELEPHONF UTI YEARLY SVS CONTRACT-PHONE	065416	3,200.00
		I-5251	01 -5215315	TELEPHONE UTI YEARLY SVS CONTRACT-PHONE	065416	936.00
		I-5293	01 -5211202	OPERATING SUP LABOR TO MOVE PHONES	065416	170.00
01-100313	TRACE ANALYTICS INC.					
		I-13-8907	01 -5431203	REPAIRS & MAI AIR CHECK KIT FOR CABA	065417	10.00
01-100370	TIPPIT INSURANCE AGENCY					
		I-46660	01 -5215322	LIABILITY INS EMPLOYEE BONDS	065418	175.00
01-100428	THOMAS J DAVIS					
		I-201307155168	01 -5544308	CONTRACT LABO UMPIRE FEES-12 GAMES	065419	300.00
01-100439	TODD HOUSE					
		I-201307155163	01 -5544308	CONTRACT LABO UMPIRE FEES- 3 GAMES	065420	75.00
01-100630	TWIN CITIES READY MIX,					
		I-81077	01 -5865403	STREETS RECON CONCRPTE FOR STREET REPAI	065422	209.25
		I-81317	01 -5865403	STREETS RECON CONCRETE FOR STREET REPAI	065422	340.00
		I-81397	01 -5322401	CAPITAL OUTLA CONCRETE FOR DOG POUND	065422	297.00
		I-81725	01 -5865403	STREETS RECON CONCRETE FOR STREET REPAI	065422	2,400.00
		I-81853	01 -5865403	STREETS RECON CONCRETE FOR STREET REPAI	065422	330.00
		I-81854	01 -5865403	STREETS RECON CONCRETE FOR STREET REPAI	065422	186.00
		I-82201	01 -5865403	STREETS RECON CONCRETE FOR STREET REPAI	065422	418.50
01-100620	UNITED STATES CELLULAR					
		I-201307035136	01 -5215315	TELEPHONE UTI CELL PHONE EXP-GENERAL	065281	1,820.63
01-100040	WALMART COMMUNITY BRC					
		I-01084	01 -5431202	OPERATING SUP MISC OPERATING SUPPLIES	065425	109.52
		I-02425	01 -5431202	OPERATING SUP MISC OPERATING SUPPLIES	065425	139.01
01-100073	WARREN CLINIC					
		I-178745	01 -5431305	PHYSICALS HAZ-MAT PHYSICALS	065426	407.00

PACKET: 09876 CLAIMS FOR 7/23/2013

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-W00193	WEDDLE SIGNS	I-3734	01 -5431316	REPAIRS & MAI REFLECTIVE STRIPING	065427	250.00
01-W00270	WHITE ELECTRICAL SUPPLY	I-S1619013.001	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	065428	24.28
		I-S1619019.001	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	065428	10.79
		I-S1621947.001	01 -5322401	CAPITAL OUTLA SUPPLIES FOR ANIMAL SHELTT	065426	1,007.02
01-W00381	WILLIAM D ROBERTSON	I-201307155161	01 -5544308	CONTRACT LABO UMPIRE FEES-6 GAMES	065429	150.00
FUND 01 GENERAL FUND					TOTAL:	235,013.83

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VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00362	ALLEGIANCE COMMUNICATIO					
		I-201306195062	02 -5975328	INTERNET SERV INTERNET SVS-UTM OFFICE	065045	62.95
		I-201307035135	02 -5973328	INTERNET SERV INTERNET SVS-EAST WWM	065274	68.65
01-A00423	ALLIED WASTE SERVICES O					
		I-201307105139	02 -5866306	CONTRACTED RE WASTE SVS FEE - JUNE	065285	151,077.96
		I-201307105139	02 -5866306	CONTRACTED RE BAD DEBT CREDIT	065285	196.13-
01-A00582	AT&T					
		I-201306195061	02 -5267315	TELEPHONE UTI PHONE UTIL-INTERNET @ CITY H A	065046	830.15
01-B00491	BRENNIAG SOUTHWEST					
		I-BSW409503	02 -5973296	CHEMICALS 1 TON CHLORINE FOR WWM	065317	590.00
01-C00320	CENTERPOINT ENERGY ARKL					
		I-201306195063	02 -5267314	GAS UTILITY GAS UTIL-301 E POLK	065047	46.09
		I-201306265078	02 -5267314	GAS UTILITY GAS UTIL-PUBLIC WKS FAC	065111	29.28
01-C00680	CULLIGAN WATER COND INC					
		I-6284	02 -5974304	LAB TESTING LAB TEST SUPPLIES	065325	24.00
01-D00323	DEPT. OF ENVIR. QUALITY					
		I-55027415	02 -5973329	DEQ FEES ANNUAL PDES FEES WWM WEST	065330	14,525.71
		I-55027416	02 -5974316	REPAIRS & MAI ANNUAL PDESFEES-WWM EAST	065331	7,339.84
		I-55027417	02 -5974329	DEQ FEES ANNUAL PDES FEES-MPWA	065332	1,622.40
		I-55181974	02 -5864329	DEQ FEES STORM WATER PERMITS	065335	347.71
		I-55181975	02 -5973329	DEQ FEES STORM WATER PERMITS	065336	347.71
		I-55182443	02 -5973329	DEQ FEES STORM WATER PERMITS	065337	347.71
		I-55361527	02 -5974316	REPAIRS & MAI ANNUAL WTR SUPPLY FEE-MPW	065338	5,577.78
01-D00540	DOLESE BROTHERS					
		I-2967	02 -5975218	STREET REPAIR CONCRETE FOR REPAIRS	065341	465.00
		I-3640	02 -5975218	STREET REPAIR CONCRETE FOR REPAIRS	065341	382.00
		I-4862	02 -5975218	STREET REPAIR CONCRETE FOR REPAIRS	065341	170.00
01-E00024	STANLEY RAY OWENS DBA E					
		I-1641	02 -5866230	RECYCLING CEN PORT-A-POT RENTAL	065343	100.00
01-E00321	EVANS ENTERPRISES, INC.					
		I-76251	02 -5973316	REPAIRS & MAI MOTOR FOR LIFT STATION	065345	7,890.00
01-E00324	EVANS ENTERPRISES					
		I-76251	02 -5973203	REPAIRS & MAI PUMP FOR EAST WWM POND	065346	7,890.00
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201307155169	02 -5216212	FUEL EXPENSE FUEL EXP-UB&C	065347	81.03
		I-201307155169	02 -5975212	FUEL EXPENSE FUEL EXP-UTM	065347	246.02
		I-201307155170	02 -5216212	FUEL EXPENSE FUEL EXP-UB&C	065348	387.62
		I-201307155170	02 -5864212	FUEL EXPENSE FUEL EXP-LANDFILL	065348	132.53

PACKET: 09876 CLAIMS FOR 7/23/2013

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00015	FLEETCOR TECHNOLOGIES			continued		
		I-201307155170	02 -5866212	FUEL EXPENSE FUEL EXP-SANITATION	065348	825.72
		I-201307155170	02 -5871212	FUEL EXPENSE FUEL EXP-ENGINEER	065348	199.92
		I-201307155170	02 -5974212	FUEL EXPENSE FUEL EXP-WTP	065348	705.90
		I-201307155170	02 -5973212	FUEL EXPENSE FUEL EXP-WWM	065348	942.95
		I-201307155170	02 -5975212	FUEL EXPENSE FUEL EXP-UTM	065348	3,312.63
		I-201307155170	02 -5972212	FUEL EXPENSE FUEL EXP-UTIL DIR	065348	110.73
01-P00251	FORT COBB FUEL AUTHORIT					
		I-201307105140	02 -5267314	GAS UTILITY GAS UTTL-HEREFORD LANE	065288	8.25
01-100120	TYLER TECHNOLOGIES					
		I-201307155172	02 -5216336	FEES MONTHLY SUPPORT FEES-UR&C	065361	293.16
01-090338	JOB CONSTRUCTION CO INC					
		I-30198	02 -5975218	STREET REPAIR ASPHALT FOR STREET REPAIR	065367	638.25
		I-30199	02 -5975218	STREET REPAIR ASPHALT FOR STREET REPAIR	065367	842.95
		I-30200	02 -5975218	STREET REPAIR ASPHALT FOR STREET REPAIR	065367	733.70
		I-30201	02 -5975218	STREET REPAIR ASPHALT FOR STREET REPAIR	065367	614.10
		I-30202	02 -5975218	STREET REPAIR ASPHALT FOR STREET REPAIR	065367	889.53
		I-30203	02 -5975218	STREET REPAIR ASPHALT FOR STREET REPAIR	065367	595.70
01-100428	LOWE'S CREDIT SERVICES					
		C-912062 CR	02 -5975230	SEWER MAIN RE MISC REPAIR & MAINT ITEMS	065375	9.47-
		I-06532	02 -5975230	SEWER MAIN RE MISC REPAIR & MAINT ITEMS	065375	98.66
		I-901108	02 -5975230	SEWER MAIN RE MISC REPAIR & MAINT ITEMS	065375	15.12
		I-901452	02 -5975230	SEWER MAIN RE MISC REPAIR & MAINT ITEMS	065375	32.91
		I-902386	02 -5975230	SEWER MAIN RE MISC REPAIR & MAINT ITEMS	065376	69.20
		I-902766	02 -5975230	SEWER MAIN RE MISC REPAIR & MAINT ITEMS	065376	22.68
		I-906695	02 -5975230	SEWER MAIN RE MISC REPAIR & MAINT ITEMS	065376	30.50
01-000675	O'REILLY AUTO PARTS					
		C-0230-105451 CR	02 -5975209	UTILITY MAINT MISC REPAIR PARTS	065391	32.39-
		C-0230-105455 CR	02 -5975209	UTILITY MAINT MISC REPAIR PARTS	065391	9.99-
		I-0230-101903	02 -5975209	UTILITY MAINT MISC REPAIR PARTS	065391	25.01
		I-0230-105199	02 -5975209	UTILITY MAINT MISC REPAIR PARTS	065391	32.39
		I-0230-114484	02 -5973203	REPAIRS & MAI MISC REPAIR ITEMS	065391	212.70
		I-0230-119751	02 -5973203	REPAIRS & MAI MISC REPAIR ITEMS	065391	33.98
		I-0230-122281	02 -5973203	REPAIRS & MAI MISC REPAIR ITEMS	065392	132.64
		I-0230-122281	02 -5973203	REPAIRS & MAI MISC REPAIR ITEMS	065392	118.20
		I-0230-123331	02 -5973203	REPAIRS & MAI MISC REPAIR ITEMS	065392	72.19
		I-0230-124005	02 -5973203	REPAIRS & MAI MISC REPAIR ITEMS	065393	79.14
01-000556	OMAG-CK MUNICIPAL ASSUR					
		I-P-14--0020-1374-D	02 -5267322	LIABILITY INS PROPERTY INS PREMIUMS	065397	4,471.09
01-P00250	PETTY CASH					
		I-201306265073	02 -5974331	EMPLOYEE TRAV TOLL FEE	065112	2.00
		I-201306265073	02 -5216202	OPERATING SUP POSTAGE FOR UTIL BILLS	065112	135.00

PACKET: 09876 CLAIMS FOR 7/23/2013

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
11-P00420	POSTMASTER					
		I-12-00070	02 -5216317	POSTAGE POSTAGE FOR UTIL BILLING	065278	15,000.00
01-P00560	PUBLIC SERVICE/ARP					
		I-201307035132	02 -5267313	ELECTRIC UTIL ELECT UTIL-MPWA	065279	38,169.53
		I-201307105147	02 -5267313	ELECTRIC UTIL ELECT UTIL-RECYCLE CENTER	065292	106.78
01-R00090	RAM INC					
		I-100064	02 -5974212	FUEL EXPENSE PROPANE FOR FORKLIFT	065405	23.00
01-R00600	RURAL WATER DISTRICT #1					
		I-201307105141	02 -5267316	WATER UTILITY WATER UTIL-LANDFILL	065293	28.32
01-S00580	AT & T					
		I-201307105142	02 -5267315	TELEPHONE UTI PHONE UTIL-MPWA	065294	4,184.14
01-S00726	STAPLES ADVANTAGE					
		C-3190607438	02 -5871202	OPERATING SUP INK CARTRIDGES	065413	2.12-
		I-3196072736	02 -5871202	OPERATING SUP INK CARTRIDGES	065413	98.39
01-T00058	BIZTEL COMMUNICATIONS					
		I-5249	02 -5267315	TELEPHONE UTI YEARLY SVS CONTRACT-PHONE	065416	3,060.00
01-T00630	TWIN CITIES READY MIX,					
		I-82239	02 -5975216	STREET REPAIR CONCRETE FOR REPAIRS	065422	360.00
		I-82429	02 -5975218	STREET REPAIR CONCRETE FOR REPAIRS	065422	232.50
		I-82617	02 -5975218	STREET REPAIR CONCRETE FOR REPAIRS	065422	400.00
01-U00020	UNITED STATES CELLULAR					
		I-201307035136	02 -5267315	TELEPHONE UTI CELL PHONE EXP-MPWA	065281	693.26
		I-201307035136	02 -5975328	INTERNET SERV INTERNET SVS UIM	065281	51.78
01-U00051	UTILITY SUPPLY CO.					
		I-068894	02 -5975211	WATER METERS DRAIN PIPE & MANHOLE	065423	347.86
		I-068895	02 -5975209	UTILITY MAINT DRAIN PIPE & MANHOLE	065423	1,188.00
		I-068896	02 -5975209	UTILITY MAINT DRAIN PIPE & MANHOLE	065423	582.14
		I-068897	02 -5975209	UTILITY MAINT DRAIN PIPE & MANHOLE	065423	485.23
		I-068898	02 -5975218	STREET REPAIR DRAIN PIPE & MANHOLE	065423	1,737.12
01-U00128	UNITED PACKAGING & SHIP					
		I-121418	02 -5973316	REPAIRS & MAI SHIPPING FEE-WTR SAMPLES	065424	30.68
		I-122020	02 -5973203	REPAIRS & MAI SHIPPING FEES- SAMPLES	065424	36.85
01-W00270	WHITE ELECTRICAL SUPPLY					
		I-S1591929.001	02 -5973203	REPAIRS & MAI MISC ELECT SUPPLIES	065428	17.61
		I-S1601303	02 -5973203	REPAIRS & MAI MISC ELECT SUPPLIES	065428	40.70
		I-S1622363.001	02 -5973203	REPAIRS & MAI MISC ELECT SUPPLIES	065428	44.41
FUND 02 MPWA					TOTAL:	283,547.34

PACKET: 09876 CLAIMS FOR 7/23/2013

VENDOR SET: 01

FUND : 05 PARKING AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-900560	PUBLIC SERVICE/AEP	1-201307105147	05 -5218313	ELECTRIC UTIL ELECT UTIL-PARKING AUTH	065292	170.63
			FUND 05	PARKING AUTHORITY	TOTAL:	170.63

PACKET: 09876 CLAIMS FOR 7/23/2013

VENDOR SET: 01

FUND : 08 NUTRITION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-500207	EMMA E. BELLIS					
		I-201307155155	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	065344	135.00
		I-201307155156	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	065344	101.70
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201307155169	08 -5549212	FUEL EXPENSE FUEL EXP-NUTRITION	065347	763.59
01-L00426	LOUISE MCCONNELL					
		I-201307155157	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	065374	150.00
		I-201307155158	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	065374	89.27
01-R00004	RICHELLE CHEYENNE					
		I-201307155159	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	065406	139.56
01-S00060	AT & T					
		I-201306265076	08 -5549315	TELEPHONE UTI PHONE UTIL-NUTRITION	065114	166.03
01-U00020	UNITED STATES CELLULAR					
		I-201307035136	08 -5549315	TELEPHONE UTI CELL PHONE EXP-NUTRITION	065281	93.07
			FUND 08 NUTRITION	TOTAL:		1,628.22

PACKET: 09876 CLAIMS FOR 7/23/2013

VENDOR SET: 01

FUND : 09 LANDFILL RES./SUB-TITLE D

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00748	ALFA- ASSOC FOR LANDFILL	I-421	09 -5864365	ALFA ESCROW L PARTICIPATION FEE	065308	5,048.00
01-B00244	BIG MAC	I-S1028062	09 -5864327	SUB TITLE D E FEE TO REMOVE LEACHWATER	065313	892.50
		I-S1028063	09 -5864327	SUB TITLE D E FEE TO REMOVE LEACHWATER	065313	315.00
01-G00462	GREEN COUNTRY TESTING,	I-45873	09 -5864327	SUB TITLE D E STORMWATER TESTING	065353	1,580.53
FUND 09 LANDFILL RES./SUB-TITLE D TOTAL:						7,856.03

PACKET: 09876 CLAIMS FOR 7/23/2013

VENDOR SET: 01

FUND : 27 TOURISM FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-MC0145	MCALESTER PUBLIC SCHOOL	I-12-02143	27 -5655354	SUNBELT CLASS JR SUNBELT-DONATION	065383	15,000.00
01-MC0155	SOUTHEASTERN OKLAHOMA R	T-53975	27 -5655348	FESTIVAL/JULY RADIO ADS FOR 4TH FESTIVA	065384	1,000.00
01-000137	OKLA TOURISM/RECREATION	I-10687	27 -5655214	TOURISM EXPEN MCALESTER BROCHURES	065394	338.88
				FUND 27 TOURISM FUND	TOTAL:	16,338.88

PACKET: 09876 CLAIMS FOR 7/23/2013

VENDOR SET: 01

FUND : 28 SE EXPO CENTER

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00192	BEN E. KEITH						
		I-02090391	28	-5654210	CONCESSION SU CONCESSION SUPPLIES	065312	415.61
01-C00202	CARTRIDGE WORLD						
		I-110558	28	-5654202	OPERATING SUP PRINTER INK CARTRIDGE	065320	91.31
01-F00015	FLEETCOR TECHNOLOGIES						
		I-201307155169	28	-5654212	FUEL EXPENSE FUEL EXP-EXPO	065347	164.60
01-F00371	FIELDS PLUMBING						
		I-402890	28	-5654316	REPAIRS & MAI LABOR TO CK FOR GAS LEAKS	065350	140.00
01-H00279	HUGHES NET						
		I-201307105146	28	-5654328	INTERNET SERV INTERNET SVS-EXPO	065289	143.50
01-I00001	IAMM						
		I-131096-2013 DUES	28	-5654330	DUES & SUBSCR ANNUAL DUES	065356	450.00
01-J00110	JACKIE BRANNON CORR. CT						
		I-12-02164	28	-5654308	CONTRACT SERV INMATE FEE	065365	161.21
01-L00352	LITTLE REFRIGERATION						
		I-161480	28	-5654316	REPAIRS & MAI REPAIRS TO COMPRESSOR	065372	425.00
01-L00428	LOWE'S CREDIT SERVICES						
		I-07066	28	-5654202	OPERATING SUP WATER FOR CATERING	065375	33.20
01-M00470	MILLER BROTHERS ENTERPR						
		I-13046	28	-5654203	REPAIR & MAIN DOOR REPAIRS	065377	235.00
01-O00345	OKLA DEPT OF LABOR						
		I-12-02349	28	-5654203	REPAIR & MAIN STATE ELEVATOR INSP FEE	065396	75.00
01-O00556	OMAG-OK MUNICIPAL ASSUR						
		I-P-14--0020-1374-D	28	-5654322	LIABILITY INS PROPERTY INS PREMIUMS	065397	4,411.04
		I-P-14--0020-1374-D	28	-5654322	LIABILITY INS PROPERTY INS PREMIUMS	065397	506.25
01-P00210	PEPSI COLA						
		I-112130	28	-5654210	CONCESSION SU CONCESSION SUPPLIES	065401	210.00
01-P00250	PETTY CASH						
		I-201306265073	28	-5654203	REPAIR & MAIN REFRIGERATOR PART	065112	25.00
01-P00560	PUBLIC SERVICE/AEP						
		I-201306265074	28	-5654313	ELECTRIC UTIL ELECT UTIL-EXPO KV	065113	47.44
		I-201307035132	28	-5654313	ELECTRIC UTIL ELECT UTIL-EXPO	065279	5,040.71
01-T00058	BIZTEL COMMUNICATIONS						
		I-5250	28	-5654315	TELEPHONE UTI YEARLY SVS CONTRACT-PHONE	065416	1,320.00

PACKET: 09876 CLAIMS FOR 7/23/2013

VENDOR SET: 01

FUND : 28 SE EXPO CENTER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000020	UNITED STATES CELLULAR					
		I-201307035136	28 -5654315	TELEPHONE UTI CELL. PHONE EXP-EXPO	065261	110.76
01-000040	WALMART COMMUNITY BRC					
		I-12-02113	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	065425	383.60
			FUND 28	SE EXPO CENTER	TOTAL:	14,369.23

PACKET: 09876 CLAIMS FOR 7/23/2013

VENDOR SET: 01

FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
	HEATHER HOWARD	I-201307035130	29 -5324207	CLOTHING ALLO HEATHER HOWARD: CLOTHING ALLOW	065273	167.87
01-A00033	AT&T					
		I-201307105143	29 -5324315	TELEPHONE UTI PHONE UTIL-E911 WIRELESS	065283	228.36
01-A00561	AT&T					
		I-201307035134	29 -5324315	TELEPHONE UTI PHONE UTIL-CITY TRUNK 911	065275	781.25
		I-201307035134	29 -5324315	TELEPHONE UTI PHONE UTIL-CITY TRUNK 911	065275	198.00
01-B00554	BLACKBOARD CONNECT, INC					
		I-1128079	29 -5324308	CONTRACTED SE EMEMRG. OPERATION SY	065314	33,936.00
01-C00856	CROSS TELEPHONE COMPANY					
		I-201307105144	29 -5324315	TELEPHONE UTI PHONE UTIL-911 CTY TRUNK LINE	065287	381.44
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201307155169	29 -5324212	FUEL EXPENSE FUEL EXP-E911	065347	95.29
01-S00580	AT & T					
		I-201307035133	29 -5324315	TELEPHONE UTI PHONE UTIL-E911	065280	2,196.24
01-U00020	UNITED STATES CELLULAR					
		I-201307035136	29 -5324315	TELEPHONE UTI CELL PHONE EXP-E-911	065281	27.69
01-W00392	WINDSTREAM CORPORATION					
		I-201306265077	29 -5324315	TELEPHONE UTI PHONE UTIL-911 CNTY TRUNK LINE	065115	452.50
				FUND 29 E-911	TOTAL:	38,464.64

PACKET: 09876 CLAIMS FOR 7/23/2013

VENDOR SET: 01

FUND : 30 ECONOMIC DEVELOPMENT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000016	C.S. DAY AND ASSOCIATES					
		I-PAY REQ #4	30 -5211407	14 ST/69 HWY 14TH & 69 HWY SWR EXTENSI	065318	40,432.00
			FUND	30 ECONOMIC DEVELOPMENT	TOTAL:	40,432.00

PACKET: 09876 CLAIMS FOR 7/23/2013

VENDOR SET: 01

FUND : 32 GIFTS & CONTRIBUTIONS

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
11-220250	PETTY CASH	I-201306265073	32 -5215203	EXPENSE FOR P TREE FOR PARK (DONATED FUNDS)	065112	87.75
			FUND	32 GIFTS & CONTRIBUTIONS	TOTAL:	87.75

PACKET: 09876 CLAIMS FOR 7/23/2013

VENDOR SRT: 01

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00770	BOLTE ENTERPRISES, INC					
		I-927706	35 -5862203	REPAIRS & MAI SMALL PARTS FOR RPAIRS	065310	71.81
		I-927784	35 -5862203	REPAIRS & MAI SMALL PARTS FOR REPAIRS	065310	53.00
		I-927800	35 -5862203	REPAIRS & MAI SMALL PARTS FOR REPAIRS	065310	26.31
		I-927806	35 -5862203	REPAIRS & MAI SMALL PARTS FOR REPAIRS	065310	9.48
		I-927875	35 -5862203	REPAIRS & MAI SMALL PARTS FOR REPAIRS	065310	14.96
		I-927998	35 -5862203	REPAIRS & MAI SMALL PARTS FOR REPAIRS	065310	108.65
		I-928186	35 -5862203	REPAIRS & MAI SMALL PARTS FOR REPAIRS	065310	123.49
01-000460	DITCH WITCH					
		I-0224660	35 -5862203	REPAIRS & MAI PARTS FOR W-9 DITCHWITCH	065340	89.80
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201307155169	35 -5862203	REPAIRS & MAI FUEL EXP-FLEET MAINT	065347	111.73
01-G00490	GRISSOM IMPLEMENT INC					
		I-331767	35 -5862203	REPAIRS & MAI FILTERS FOR PK-3 TRACTOR	065354	94.96
		I-345235	35 -5862203	REPAIRS & MAI FILTERS FOR PK-3 TRACTOR	065354	37.76
		I-345939	35 -5862203	REPAIRS & MAI FILTERS FOR PK-3 TRACTOR	065354	60.55
		I-346174	35 -5862203	REPAIRS & MAI FILTERS FOR PK-3 TRACTOR	065354	215.16
01-K00190	YELLOWHOUSE MACHINERY C					
		I-907260	35 -5862203	REPAIRS & MAI LIFT PUMP FOR UTM-9	065371	348.40
01-N00270	NIX AUTO CENTER, INC.					
		I-131932	35 -5862203	REPAIRS & MAI REPAIRS TO POLICE VEHICLE	065388	65.91
		I-132025	35 -5862203	REPAIRS & MAI REPAIRS TO POLICE VEHICLE	065388	107.53
		I-132081	35 -5862203	REPAIRS & MAI REPAIRS TO POLICE VEHICLE	065388	78.96
01-N00271	NIX FORD MERCURY INC.					
		I-144068	35 -5862203	REPAIRS & MAI SMALL PARTS	065389	38.50
		I-144077	35 -5862203	REPAIRS & MAI SMALL PARTS	065389	35.50
01-000075	O'REILLY AUTO PARTS					
		C-0230-123580 CR	35 -5862203	REPAIRS & MAI MISC REPAIR ITEMS	065391	23.19-
		C-0230-123615 CR	35 -5862203	REPAIRS & MAI MISC REPAIR ITEMS	065391	86.37-
		C-0230-124037 CR	35 -5862203	REPAIRS & MAI MISC REPAIR ITEMS	065391	79.14-
		I-0230-118482	35 -5862203	REPAIRS & MAI MISC REPAIR ITEMS	065391	59.99
		I-0230-121409	35 -5862203	REPAIRS & MAI SMALL PARTS FOR REPAIRS	065391	7.81
		I-0230-121519	35 -5862203	REPAIRS & MAI SMALL PARTS FOR REPAIRS	065391	16.05
		I-0230-121559	35 -5862203	REPAIRS & MAI SMALL PARTS FOR REPAIRS	065391	6.38
		I-0230-121730	35 -5862203	REPAIRS & MAI SMALL PARTS FOR REPAIRS	065391	26.55
		I-0230-121826	35 -5862203	REPAIRS & MAI SMALL PARTS FOR REPAIRS	065392	523.15
		I-0230-122229	35 -5862203	REPAIRS & MAI SMALL PARTS FOR REPAIRS	065392	25.48
		I-0230-122276	35 -5862203	REPAIRS & MAI MISC REPAIR ITEMS	065392	15.28
		I-0230-122277	35 -5862203	REPAIRS & MAI MISC REPAIR ITEMS	065392	61.16
		I-0230-122277	35 -5862203	REPAIRS & MAI MISC REPAIR ITEMS	065392	61.16
		I-0230-122896	35 -5862203	REPAIRS & MAI MISC REPAIR ITEMS	065392	84.24
		I-0230-122898	35 -5862203	REPAIRS & MAI MISC REPAIR ITEMS	065392	14.18

PACKET: 09876 CLAIMS FOR 7/23/2013

VENDOR SET: 01

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000075	O'REILLY AUTO PARTS					
						continued
		I-0230-123176	35 -5862203	REPAIRS & MAI MISC REPAIR ITEMS	065392	10.51
		I-0230-123440	35 -5862203	REPAIRS & MAI MISC REPAIR ITEMS	065392	199.98
		I-0230-123477	35 -5862203	REPAIRS & MAI MISC REPAIR ITEMS	065392	22.99
		I-0230-123561	35 -5862203	REPAIRS & MAI MISC REPAIR ITEMS	065392	3.73
		I-0230-123579	35 -5862203	REPAIRS & MAI MISC REPAIR ITEMS	065392	71.17
		I-0230-123581	35 -5862203	REPAIRS & MAI MISC REPAIR ITEMS	065393	38.39
		I-0230-123604	35 -5862203	REPAIRS & MAI MISC REPAIR ITEMS	065393	241.09
		I-0230-124077	35 -5862203	REPAIRS & MAI MISC REPAIR ITEMS	065393	61.19
01-T00612	TULSA FREIGHTLINER					
		I-623048256	35 -5862203	REPAIRS & MAI HOSE FOR S-54	065421	221.65
01-000020	UNITED STATES CELLULAR					
		I-201307035136	35 -5862315	TELEPHONE UT1 CELL PHONE EXP-FEET MAINT	065281	61.77
				FUND 35 FLEET MAINTENANCE	TOTAL:	3,337.68
				REPORT GRAND TOTAL:		646,949.22

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDD	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDD
2012-2013	01 -2100	CLEET PAYABLE (COURT)	2,941.97				
	01 -2101	AFIS PAYABLE - COURT	1,620.22				
	01 -2102	FORENSICS PAYABLE (COURT)	1,565.60				
	01 -2103	ORN PAYABLE (COURT)	26.92				
	01 -2105	COLLECTION AGENCY 25 (COU	3,901.00				
	01 -5101202	OPERATING SUPPLIES	126.97	1,350	551.66		
	01 -5210202	OPERATING SUPPLIES	29.79	2,600	484.20		
	01 -5210331	EMPLOYEE TRAVEL & TRAININ	227.86	5,900	719.13		
	01 -5211202	OPERATING SUPPLIES	1,062.91	5,300	163.20		
	01 -5212202	OPERATING SUPPLIES	44.66	1,100	140.72		
	01 -5215202	OPERATING SUPPLIES	52.43	6,000	116.04		
	01 -5215250	CONTINGENCY - (CTY MGR)	439.12	10,000	8,816.18		
	01 -5215302	CONSULTANTS	487.50	23,690	3,711.00		
	01 -5215312	EQUIPMENT RENTALS	404.56	39,124	2,095.55		
	01 -5215313	ELECTRIC UTILITY	29,705.33	299,319	594.10		
	01 -5215314	GAS UTILITY	398.93	14,000	1,732.14		
	01 -5215315	TELEPHONE UTILITY	2,039.58	33,761	172.31		
	01 -5225212	FUEL EXPENSE	184.93	1,800	161.39-	Y	
	01 -5225331	EMPLOYEE TRAVEL & TRAINING	41.00	6,000	5,449.66		
	01 -5320328	INTERNET SERVICE	116.75	1,518	0.25		
	01 -5321202	OPERATING SUPPLIES	37.05	11,923	3,672.66		
	01 -5321212	FUEL EXPENSE	10,070.67	126,490	5,847.70-	Y	
	01 -5321331	EMPLOYEE TRAVEL & TRAININ	15.36	10,500	8,253.06		
	01 -5322212	FUEL EXPENSE	462.59	6,600	376.26-	Y	
	01 -5322401	CAPITAL OUTLAY	6,927.51	24,000	7,839.75		
	01 -5431202	OPERATING SUPPLIES	28.20	15,149	2,357.13		
	01 -5431203	REPAIRS & MAINT SUPPLIES	16.31	9,551	3,176.45		
	01 -5431204	SMALL TOOLS	1,241.00	4,004	1,573.07		
	01 -5431207	CLOTHING ALLOWANCE	4,642.94	22,713	707.09		
	01 -5431212	FUEL EXPENSE	1,298.41	22,075	1,297.53-	Y	
	01 -5431305	PHYSICALS	407.00	18,000	5,976.00		
	01 -5431316	REPAIRS & MAINTENANCE	250.00	8,500	1,712.30		
	01 -5431328	INTERNET SERVICE	188.85	2,800	470.85		
	01 -5432202	OPERATING SUPPLIES	1,293.81	23,000	1,141.15		
	01 -5432204	SMALL TOOLS	475.00	6,000	5,295.00		
	01 -5432212	FUEL EXPENSE	1,601.54	18,000	1,068.37-	Y	
	01 -5432308	CONTRACTED SERVICES	3,163.83	43,900	793.36		
	01 -5542212	FUEL EXPENSE	2,289.35	41,620	3,277.61-	Y	
	01 -5543203	REPAIRS & MAINT SUPPLIES	781.17	12,455	214.88		
	01 -5544212	FUEL EXPENSE	131.86	3,450	250.21		
	01 -5544306	CONTRACT LABOR	357.40	22,000	5,050.43		
	01 -5547212	FUEL EXPENSE	248.65	13,400	199.04-	Y	
	01 -5547328	INTERNET SERVICE	59.95	840	121.00		
	01 -5548203	REPAIRS & MAINTENANCE SUPP	1,124.46	50,638	24,262.98		
	01 -5548212	FUEL EXPENSE	669.60	6,400	88.81		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	
	01 -5548316	REPAIRS & MAINTENANCE	9,512.80	25,090	0.38			
	01 -5652212	FUEL EXPENSE	500.90	5,250	532.13-	Y		
	01 -5653202	OPERATING SUPPLIES	131.51	2,793	479.10			
	01 -5653212	FUEL EXPENSE	38.95	1,000	548.58			
	01 -5653213	SAFETY EXPENSE	1,024.16	27,800	11,051.15			
	01 -5653348	DRUG TESTING/PHYSICALS	31.90	15,423	6,717.60			
	01 -5665202	OPERATING SUPPLIES	80.26	4,500	708.40			
	01 -5665212	FUEL EXPENSE	3,651.93	45,500	6,166.91-	Y		
	01 -5665218	STREET REPAIRS & MAINTENAN	2,314.05	275,000	34,553.29			
	01 -5665328	INTERNET SERVICE	83.88	1,979	74.56			
	01 -5665331	EMPLOYEE TRAVEL & TRAININ	6.75	1,000	60.78			
	01 -5665403	STREETS RECONSTRUCTION PRO	55,055.47	625,000	458,277.32			
	02 -5216202	OPERATING SUPPLIES	135.00	13,500	374.50			
	02 -5216212	FUEL EXPENSE	468.65	9,300	340.33			
	02 -5267313	ELECTRIC UTILITY	38,276.31	389,500	4,812.10			
	02 -5267314	GAS UTILITY	83.62	6,839	7.67-	Y		
	02 -5267315	TELEPHONE UTILITY	1,523.41	69,900	1,044.18			
	02 -5267316	WATER UTILITY	28.32	8,300	7,941.39			
	02 -5664212	FUEL EXPENSE	132.55	2,100	1,289.05			
	02 -5666212	FUEL EXPENSE	825.72	13,500	996.50-	Y		
	02 -5666230	RECYCLING CENTER EXPENSE	100.00	4,600	1,953.44			
	02 -5666306	CONTRACTED REFUSE SERVICES	150,881.83	1,788,471	746.79			
	02 -5671202	OPERATING SUPPLIES	96.27	2,800	1,075.92			
	02 -5671212	FUEL EXPENSE	199.92	1,850	158.73-	Y		
	02 -5972212	FUEL EXPENSE	110.73	1,600	145.19-	Y		
	02 -5973203	REPAIRS & MAINT SUPPLIES	8,641.65	51,680	9,744.55			
	02 -5973206	CHEMICALS	590.00	4,400	896.70			
	02 -5973212	FUEL EXPENSE	942.95	14,400	1,174.27-	Y		
	02 -5973316	REPAIRS & MAINTENANCE	7,920.68	38,500	3,822.24			
	02 -5973328	INTERNET SERVICE	68.65	871	0.12			
	02 -5973329	DEQ FEES	14,525.71	17,000	139.37			
	02 -5974212	FUEL EXPENSE	728.90	20,300	138.89			
	02 -5974304	LAB TESTING	24.00	26,784	4,901.76			
	02 -5974316	REPAIRS & MAINTENANCE	12,917.62	61,296	2,507.95			
	02 -5974329	DEQ FEES	1,622.40	3,500	1,377.60			
	02 -5974331	EMPLOYEE TRAVEL & TRAININ	2.00	2,000	36.99			
	02 -5975209	UTILITY MAINTENANCE SUPP.	2,270.39	32,500	183.38			
	02 -5975211	WATER METERS	347.86	66,000	350.46			
	02 -5975212	FUEL EXPENSE	3,558.65	46,550	3,354.93-	Y		
	02 -5975218	STREET REPAIRS & MAINTENAN	7,068.35	132,980	27,794.58			
	02 -5975230	SEWER MAIN REPAIR	259.60	44,179	1,043.41			
	02 -5975328	INTERNET SERVICE	114.73	1,500	69.38			
	03 -5876212	FUEL EXPENSE	456.38	2,060	455.79-	Y		
	03 -5876313	ELECTRIC UTILITY	1,095.01	15,200	2,052.32			
	03 -5876314	GAS UTILITY	27.17	500	333.78			

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	03 -5876315	TELEPHONE UTILITY	27.69	359	0.21		
	05 -5218313	ELECTRIC UTILITY	170.63	1,400	199.15		
	08 -5549212	FUEL EXPENSE	763.59	9,400	518.22-	Y	
	08 -5549315	TELEPHONE UTILITY	249.10	2,980	0.72		
	09 -5864327	SUB TITLE D EXPENSE	2,788.03	80,000	10,896.71		
	27 -5655214	TOURISM EXPENSE	338.88	48,500	14,032.75		
	27 -5655348	FESTIVAL/JULY 4TH	1,000.00	16,000	2,242.50		
	27 -5655354	SUNBELT CLASSIC TOURNAMENT	15,000.00	15,000	0.00		
	28 -5654202	OPERATING SUPPLIES	124.51	3,500	1,656.19		
	28 -5654203	REPAIR & MAINT SUPPLIES	335.00	20,000	4,665.20		
	28 -5654210	CONCESSION SUPPLIES	1,009.21	29,000	12,439.06		
	28 -5654212	FUEL EXPENSE	164.60	2,400	182.85		
	28 -5654308	CONTRACT SERVICES	161.21	4,500	1,283.03		
	28 -5654313	ELECTRIC UTILITY	5,088.15	63,000	7,669.71		
	28 -5654315	TELEPHONE UTILITY	110.76	3,000	244.84		
	28 -5654316	REPAIRS & MAINTENANCE	565.00	22,000	7,416.05		
	29 -5324207	CLOTHING ALLOWANCE	167.87	2,500	1,400.49		
	29 -5324212	FUEL EXPENSE	95.29	2,100	474.26		
	29 -5324315	TELEPHONE UTILITY	3,655.68	60,000	1,586.58		
	30 -5211407	14 ST/69 HWY SWR EXTENSION	40,432.00	454,408	0.00		
	32 -5215203	EXPENSE FOR PARKS (TREES)	87.75	0	5,049.50-	Y	
	35 -5862203	REPAIRS & MAINTENANCE SUPP	3,275.91	319,900	93,261.81		
	35 -5862315	TELEPHONE UTILITY	61.77	670	192.90		
	** 2012-2013 YEAR TOTALS **		487,350.66				
2013-2014	01 -5101350	ELECTIONS	5,616.76	22,000	16,133.24		
	01 -5210202	OPERATING SUPPLIES	142.73	2,900	2,757.27		
	01 -5210330	DUES & SUBSCRIPTIONS	1,819.29	2,300	460.81		
	01 -5210331	EMPLOYEE TRAVEL & TRAININ	164.58	5,950	5,785.42		
	01 -5211202	OPERATING SUPPLIES	170.00	3,500	2,680.00		
	01 -5212317	ADVERTISING & PRINTING	107.91	2,000	1,500.00		
	01 -5213336	FEES	200.00	3,000	2,800.00		
	01 -5215202	OPERATING SUPPLIES	18.00	28,500	27,491.00		
	01 -5215315	TELEPHONE UTILITY	4,136.00	40,000	35,864.00		
	01 -5215322	LIABILITY INSURANCE/BONDS	10,879.31	134,765	88,224.71		
	01 -5225349	SOFTWARE MAINTENANCE	42,266.53	62,100	19,333.47		
	01 -5320202	OPERATING EXPENSE	300.00	3,000	2,700.00		
	01 -5321308	CONTRACTED SERVICES	706.50	10,700	6,420.00		
	01 -5431202	OPERATING SUPPLIES	248.53	12,900	11,775.00		
	01 -5431203	REPAIRS & MAINT SUPPLIES	28.48	9,900	8,871.52		
	01 -5431330	DUES & SUBSCRIPTIONS	1,433.00	5,700	2,667.00		
	01 -5542202	OPERATING SUPPLIES	183.78	1,200	1,016.22		
	01 -5542203	REPAIRS & MAINT SUPPLIES	589.14	50,000	47,180.86		
	01 -5542316	REPAIRS & MAINTENANCE	362.30	14,000	13,637.70		

** 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	-5542328	INTERNET SERVICE	148.91	1,800	1,651.09				
01	-5544202	OPERATING SUPPLIES	1,136.39	10,500	8,571.61				
01	-5544203	REPAIRS & MAINTENANCE SUPP	178.67	7,500	7,321.33				
01	-5544308	CONTRACT LABOR	1,450.00	15,900	14,450.00				
01	-5547203	REPAIRS & MAINT SUPPLIES	140.25	3,000	769.75				
01	-5548311	PARKING RENTAL	375.00	4,500	2,250.00				
01	-5548328	INTERNET SERVICE	75.96	0	75.96-			Y	
01	-5652202	OPERATING SUPPLIES	219.50	1,400	1,180.50				
01	-5652318	ABATEMENTS	1,304.00	15,000	12,000.00				
01	-5652330	DUES & SUBSCRIPTIONS	840.00	1,500	660.00				
01	-5652331	EMPLOYEE TRAVEL & TRAININ	233.45	1,600	1,366.55				
01	-5653215	AWARDS/NUC PROGRAM	3,000.00	6,000	3,000.00				
01	-5653317	ADVERTISING & PRINTING	830.00	1,400	0.00				
01	-5865328	INTERNET SERVICE	75.96	0	75.96-			Y	
02	-5216317	POSTAGE	15,000.00	50,400	35,400.00				
02	-5216336	FRES	293.16	4,500	4,206.84				
02	-5267315	TELEPHONE UTILITY	7,244.14	50,000	42,755.86				
02	-5267322	LIABILITY INSURANCE/BONDS	4,471.09	51,000	32,965.11				
02	-5864329	DEQ FEES	347.71	2,000	1,652.29				
02	-5973203	REPAIRS & MAINT SUPPLIES	36.85	54,000	43,550.00				
02	-5973329	DEQ FEES	695.42	15,200	14,504.58				
02	-5975218	STREET REPAIRS & MAINTENAN	992.50	84,236	73,936.00				
03	-5876322	INSURANCE/BONDS	3,401.32	12,000	1,837.10				
03	-5876329	DEQ FEES	695.42	0	695.42-			Y	
08	-5549308	CONTRACT SERVICES	615.53	15,500	14,884.47				
09	-5864265	ALFA ESCROW LIABILITY PAYM	5,048.00	20,000	0.00				
28	-5654315	TELEPHONE UTILITY	1,320.00	3,083	1,763.00				
28	-5654322	LIABILITY INSURANCE/BONDS	4,917.29	24,814	5,115.32				
28	-5654328	INTERNET SERVICE	143.50	1,148	1,004.50				
28	-5654330	DUES & SUBSCRIPTIONS	450.00	500	50.00				
29	-5324308	CONTRACTED SERVICES	33,936.00	54,447	20,511.00				
29	-5324315	TELEPHONE UTILITY	609.80	55,720	55,110.20				
** 2013-2014 YEAR TOTALS **			159,598.56						

NO ERRORS

** END OF REPORT **

PACKET: 09876 CLAIMS FOR 7/23/2013

VENDOR SET: 01

BANK : FNB FIRST NATIONAL BANK

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

FUND	PERIOD	AMOUNT
01	6/2013	2,764.26CR
01	7/2013	232,249.57CR
02	6/2013	1,105.47CR
02	7/2013	282,441.87CR
03	6/2013	27.17CR
03	7/2013	5,675.82CR
05	7/2013	170.63CR
08	6/2013	166.03CR
08	7/2013	1,462.19CR
09	7/2013	7,836.03CR
27	7/2013	16,338.88CR
28	6/2013	72.44CR
28	7/2013	14,316.79CR
29	6/2013	452.50CR
29	7/2013	38,012.14CR
30	7/2013	40,432.00CR
32	6/2013	87.75CR
35	7/2013	3,337.68CR
=====		
ALL		646,949.22CR

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 \$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 \$42,500 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

RENTAL AGREEMENT

McALESTER, OKLAHOMA A MUNICIPAL CORPORATION

THIS AGREEMENT entered into this 1st day of August, 2013, by and between the CITY OF McALESTER, Oklahoma, a Municipal Corporation, hereinafter known as the "CITY", and Aaron Farris, hereinafter known as the "RENTER," the terms and conditions of which are as follows:

1. The City will provide the following:
 - A. Provide a residential dwelling unit located between Talawanda Lake #1 and Lake #2.
 - B. The City reserves the right to cancel this Agreement with a thirty (30) day written notice to Renter.
2. The Renter will perform the following services and pay a monthly rental payment of \$50.00 for one (1) year lease on the dwelling unit:
 - A. Perform all repairs whether major or minor to the structure.
 - B. Keep the yard clean and free of any trash, weeds, or debris.
 - C. Keep the house clean and pay for all ordinary and necessary repairs.
 - D. Keep the adjoining park area mowed and cleaned.
 - E. Keep the boat ramps mowed and cleaned.
 - F. Keep the roadway clean of trash.
 - G. Empty trash barrels as directed.
 - H. Perform watchman duties for the City property.
 - I. Perform other assigned duties as directed.
3. The Renter is subject to the following conditions:
 - A. Single family shall live in the residence.
 - B. Outside household pets or large animals must be approved by the City in advance and must meet all applicable codes.
 - C. Pets shall not be allowed inside dwelling.
 - D. Renter shall pay all utility bills.
 - E. Improvements must be approved by City, in writing, prior to any work being done by Renter.
 - F. Improvements made by Renter will become the property of the City.
 - G. Renter shall not sub-lease the dwelling unit.
 - H. City shall have the right to enter the dwelling structure for the purpose of inspection after giving prior notice to Renter and at a time agreeable to both parties.

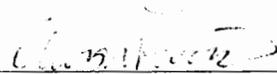
City of McAlester
Rental Agreement
Aaron Farris

4. This agreement may be terminated by either party by giving a thirty (30) day written notice.

The above agreement represents the total agreement between the parties.

THE CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By: _____
Steve Harrison, Mayor

By:  _____
Aaron Farris, Renter

Pittsburg County Expo Board Report of expenses and income for the year
2012-2013

Expenses:

Allied Waste for trash pickup	\$ 1,527.32
Postage	79.00
PSO for electric service	2,088.22
Rural Water District #7 for water	3,285.79
Legal fees to recover our 20 acres	3,713.47
Ralph Osborne, audit	1,100.00
Building repairs	150.00
Sheriff's Dept. for gasoline to run the mowers for mowing	500.00
Total expenses for 2012-2013:	\$12,443.80

We had income from rental of barns	\$ 652.50
Income from County Commissioners (they also pay all property insurance)	10,000.00
Contribution from the City	10,000.00
Total income for 2012-2013:	\$20,652.50

Our current checking account balance as of 6-1-2013 is \$17,569.98.

We allow TEAM (Therapeutic Equestrian Association of McAlester) to use three barns at no charge. The Italian Festival Committee uses barns, land, water, and electricity free of charge. The Pittsburg County Stock Show and Fair uses all land and barns free. Boy Scouts use one barn for Pinewood Derby free. The senior men golfers use the Golf Barn free.

We have been unable to rent the former Pro Shop.

We need the support of the city and county to have these buildings in good repair for use of the public. Funding is needed this coming year (2013-2014) so repairs can be made that were planned last year.



Tony Drizness, President
Pittsburg County Expo Board



Annual Performance Report for the City of McAlester

July 2012 – June 2013



McALESTER MAIN STREET

☞ From Old Town to Downtown ☛

Board of Directors, Staff, & Committees

Board of Directors

Chris Taylor, President
Kristen Lloyd, Vice President
Kathy Crowl, Secretary
Chris Good, Treasurer
Lee Anderson
Gary Bryant
Debra Chase
Cecelia McMahan
Linda Timmons
Melanie Sevall
Nicole Stufflebean

Executive Director

Ginny Webb

Organization Committee

Kristen Lloyd, Chair
Taryn Grippando
Valerie Lallie
Nicole Stufflebean
Linda Timmons

Design Committee

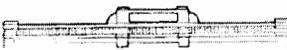
Cecelia McMahan, Chair
Debra Chase
Melanie Sevall

Promotion Committee

Chris Taylor, Chair
Chris Good
Kari Herron
Charlie Titus

Economic Restructuring Committee

Lee Anderson, Chair
Steve Harrison
Rebekah Kelton
Chris Taylor



McALESTER MAIN STREET

☞ From Old Town to Downtown ☜

Members & Sponsors

Members

Brown's Shoe Fit Co.
Cable Law
Cecelia's Fashions
Diamond Trophy & Engraving
Dottie's Children's Boutique
Interior Resources
Jet Tire
McAlester Chamber of Commerce
Panache
Peace of the Rock, Inc.
Plum Sugar
Pride in McAlester
Public Service Company of Oklahoma
Studio 23 Photography
The Meeting Place
The Weekly Bargain Journal
The Yellow Gazebo
Walter Bethune, CPA
Whispering Meadows Winery
ZR & Co.

Platinum Sponsors

City of McAlester
First National Bank

Gold Sponsors

The Bank NA

Silver Sponsors

Arvest
BancFirst
The Choctaw Nation



State of the Program

Organization

The Organization Committee had its most successful year yet, exceeding its fundraising goal by more than \$5,000. This success offset a more than \$4,000 shortfall in membership dues.

In October, Main Street assisted with the first annual Wild Color Stampede, a 5K color run to kick off Wild West Festival in Old Town. More than 200 runners participated, and it was the most successful Main Street fundraiser of the year.

This year, Main Street became the host of the annual Trick or Treat Party in the Street, a Halloween carnival held in Downtown McAlester. The event was well-attended and served as both a promotion for Downtown and a fundraiser for Main Street.

In December, Main Street launched a new website and began increasing community awareness of the program and its districts, especially through social media and media relations.

Friends of Main Street was launched in February to encourage individual membership in McAlester Main Street. So far, 25 individuals have joined to support the revitalization of Old Town and Downtown McAlester.

Main Street volunteers worked 784 hours this year, and have contributed 5,626 hours since 2008.

This year, on-site services by Oklahoma Main Street staff included new executive director training, board member training, an annual program review, and five consultations with local business owners.

Design

In the spring, Main Street joined with Pride in McAlester to repaint flower pots in Old Town and then benches and lights Downtown. Lowe's donated new benches for Old Town.

Main Street installed new plants and ash urns Downtown. Main Street also purchased banners and decorative hardware for the streetlights in both districts, which will be installed right away. These improvements were paid for in part by a \$2,500 grant awarded to Main Street by Modern Woodmen of America.

Main Street continues to seek funding for a master streetscape plan for both districts, while maintaining existing improvements.

Promotion

McAlester Main Street hosted or assisted with several successful events this year.

Crazy Days, an annual retail promotion for Downtown McAlester, was held in August. Also in August, Main Street partnered with the McAlester Arts & Humanities Council, the McAlester Chamber of Commerce, and

McALESTER MAIN STREET

☞ From Old Town to Downtown ☜

Pride in McAlester to host the first annual CultureFest in Downtown McAlester. CultureFest highlights cultural diversity in Oklahoma and around the world through a variety music, food, and entertainment. The event was a success despite rainy weather and is expected to grow bigger and better each year.

Main Street's annual Christmas parade had been losing momentum, but participation doubled this year. Seventy entrants, including many floats, participated in the parade, and spectators crowded Downtown McAlester on Choctaw Avenue as well as on Carl Albert Parkway.

The Wild West Festival, hosted by Old Town Association, included more activities and drew more participants than ever before. Main Street anticipates the success of the event to multiply and is excited to assist Old Town Association to this end.

McAlester Main Street plans to add more events for Old Town and Downtown to the calendar in the future. Also, Main Street will install directional signage and will print and distribute a retail shopping and dining guide to benefit both districts in the upcoming year.

Economic Restructuring

Main Street completed a strategic plan for BizNest, a retail incubation program for Old Town and Downtown. The program is designed to subsidize the cost of starting a new retail business in available spaces in the districts and to increase the likelihood of new businesses' success through education and mentoring. Main Street will seek funding with the goal of launching the program in January 2014.

Also in the upcoming year, the economic restructuring committee will work toward residential zoning for upstairs space in its districts and begin a business recruitment program.

Total Private Sector Reinvestment: \$288,000 (\$4,177,089 since 2008)
(includes property purchases and improvements)

Total Business Openings, Expansions, and Relocations: 11 (99 since 2008)

Net Gain in Business Openings, Expansions & Relocations: 4 (50 since 2008)

Net Gain in Jobs Created: 21 (180 since 2008)

The above figures are approximate, because not all business and property owners provide information to McAlester Main Street.

McALESTER MAIN STREET

☞ From Old Town to Downtown ☜

Objectives & Tactics

Fiscal Year 2012-2013

Organization

Revise the structure of business memberships to include tiers, and establish a single annual renewal date by January 15.

The revised by-laws were included in our second quarter report.

Plan an individual membership program and drive by January 31.

Friends of Main Street was launched in February and continues to grow.

Execute a membership and sponsorship drive to generate \$6,500 by March 31 and an additional \$6,500 by June 30.

We met our March 31 goal but fell short of our June 30 goal by \$4,040.58.

Plan and execute fundraisers to generate \$5,500 by December 31, \$800 by March 31 and an additional \$800 by June 30.

We have surpassed our fundraising goals by \$5,387.01 for the fiscal year.

Promotion

Launch a new website by December 31.

The new website, www.mcalestermainstreet.com, was launched on December 31.

Complete a survey of businesses and consumers by January 31.

Surveys were completed in January, and results were provided to City Council at the February 12 regular meeting.

Generate a formal communication plan by January 31.

The plan was completed in January and provided to City Council at the February 12 regular meeting.

Design

Resume streetscape meetings by January 31.

Streetscape meetings resumed on January 24th. Grant applications for a master streetscape plan are being submitted by the streetscape committee.

Install at least \$5,000 of streetscape improvements and finalize plans for more by June 30.

Main Street is finishing installation of almost \$6,000 in streetscape improvements. Plants and ash urns were installed Downtown in the fourth quarter. Streetlight banners for Old Town and Downtown arrived in the fourth quarter and are being installed.

Economic Restructuring

Generate an action-ready plan for a retail incubator by June 30.

The strategic plan is being provided to City Council at the July 23 regular meeting.

**McAlester Main Street
Budget to Actual
Quarter Ending 6-30-12**

Numbers of Months included:

12

	Annual Budget		YTD Budget	YTD Actual		Difference
Revenue						
City of McAlester	\$28,000.00	44.68%	\$28,000.00	\$23,266.63	39.92%	(\$4,733.37)
Membership	\$13,000.00	20.74%	\$13,000.00	\$8,959.42	15.37%	(\$4,040.58)
Fund Raising	\$7,162.00	11.43%	\$7,162.00	\$12,549.01	21.53%	\$5,387.01
Like Kind (rent & accounting)	\$14,504.00	23.14%	\$14,504.00	\$13,500.00	23.16%	
Total Revenue	\$62,666.00		\$62,666.00	\$58,289.21		(\$4,376.79)
Salary and Wages						
Base Salary	\$25,000.00		\$25,000.00	\$17,025.09		\$7,974.91
Taxes	\$1,912.00		\$1,912.00	\$1,397.31		\$514.69
Insurance	\$6,000.00		\$6,000.00	\$0.00		\$6,000.00
<i>Total</i>	\$32,912.00		\$32,912.00	\$18,422.40		
Office Expenses						
Rent (like kind)	\$8,000.00		\$8,000.00	\$6,996.00		
Utilities (included in rent)	\$0.00		\$0.00	\$0.00		
Equipment	\$500.00		\$500.00	\$0.00		\$500.00
Office Supplies	\$600.00		\$600.00	\$320.33		\$279.67
Telephone / Internet/ web host / cell	\$1,965.00		\$1,965.00	\$1,030.45		\$934.55
Car Allowance	\$1,800.00		\$1,800.00	\$700.00		\$1,100.00
Contingency	\$400.00		\$400.00	\$0.00		\$400.00
Accounting Services (like kind)	\$6,504.00		\$6,504.00	\$6,504.00		
<i>Total</i>	\$19,769.00		\$19,769.00	\$15,550.78		
Professional Development						
Conference / Travel	\$3,850.00		\$3,850.00	\$2,570.24		\$1,279.76
Training Materials	\$100.00		\$100.00	\$0.00		\$100.00
<i>Total</i>	\$3,950.00		\$3,950.00	\$2,570.24		
Other Expenses						
Printing & Publications	\$200.00		\$200.00	\$0.00		\$200.00
Promotion & Advertising	\$200.00		\$200.00	\$99.00		\$101.00
Postage	\$300.00		\$300.00	\$55.20		\$244.80
Choctaw Parking Lot (Farmers' Market)	\$500.00		\$500.00	\$0.00		\$500.00
Other Expenses	\$400.00		\$400.00	\$164.71		\$235.29
<i>Total</i>	\$1,600.00		\$1,600.00	\$318.91		
Committee Expenses						
Executive Committee	\$200.00		\$200.00	\$0.00		\$200.00
Fundraising/Membership	\$200.00		\$200.00	\$0.00		\$200.00
Promotion	\$3,000.00		\$3,000.00	\$19.80		\$2,980.20
Design	\$200.00		\$200.00	\$5,939.71		(\$5,739.71)
Economic Restructuring	\$835.00		\$835.00	\$525.00		\$310.00
<i>Total</i>	\$4,435.00		\$4,435.00	\$6,484.51		
Total Expenses	\$62,666.00		\$62,666.00	\$43,346.84		\$19,319.16



McALESTER MAIN STREET

☞ From Old Town to Downtown ☜

Objectives & Tactics

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 \$8,000, 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.

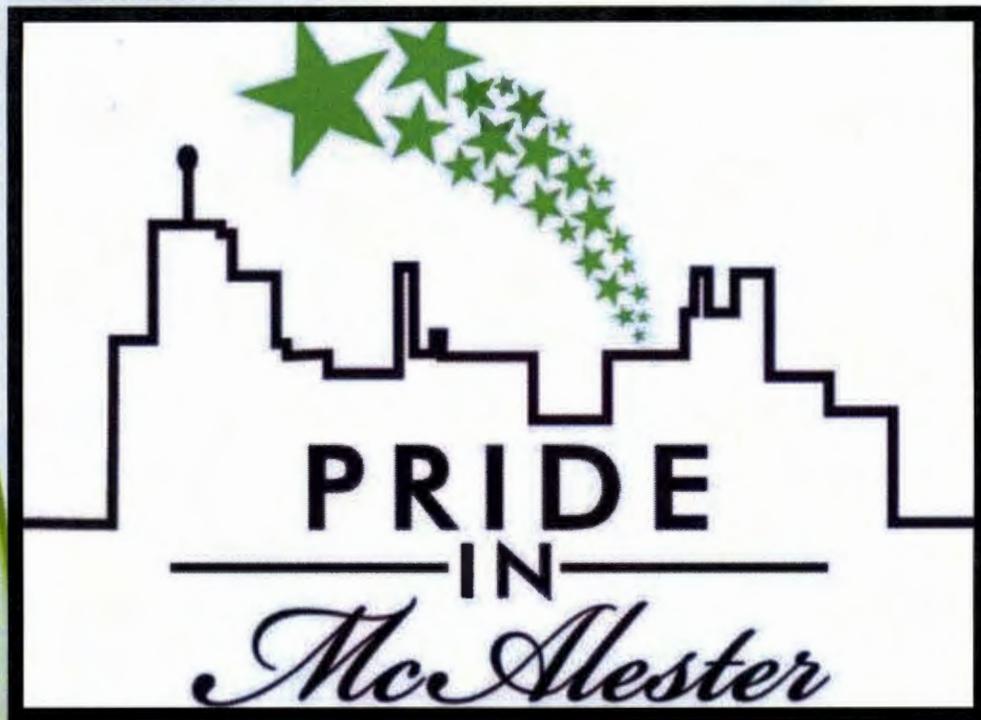
Host Crazy Days in August.

Co-host CultureFest in August.

Host the Christmas parade in December.

McAlester Main Street Annual Budget FY 2013-14

	Cash	In Kind
Expenses		
Salary and Wages		
Base Salary	\$ 22,000.00	
Taxes	\$ 3,003.00	
Insurance	\$ -	
Rent & Utilities		\$ 8,000.00
Equipment	\$ 250.00	
Office Supplies	\$ 600.00	
Telephone/Internet	\$ 1,965.00	
Car Allowance	\$ 1,800.00	
Contingency	\$ 400.00	
Accounting Services		\$ 6,504.00
Conference/Travel	\$ 4,000.00	
Training Materials	\$ 100.00	
Printing/Publications	\$ 2,000.00	
Promotion/Advertising	\$ 200.00	
Postage	\$ 600.00	
Choctaw Parking Lot	\$ 500.00	
Other Expenses	\$ 400.00	
Executive Committee	\$ 200.00	
Fundraising/Membership	\$ 1,500.00	
Promotion	\$ 2,000.00	
Design	\$ 1,500.00	
Economic Restructuring	\$ 3,182.00	
Total Expenses	\$ 46,200.00	\$ 14,504.00
Revenue		
City of McAlester	\$ 25,200.00	
Membership	\$ 13,000.00	
Fundraising	\$ 8,000.00	
Total Revenue	\$ 46,200.00	\$ 14,504.00



Pride In McAlester

Year-End Report

July 2012 to June 2013

Board of Directors:

Justin Few, President

Mei Priddy, Vice President

Carol Bishop, Treasurer

Cara Dorrell, Secretary

Margaret Fields

David Beall

Gwen Titsworth

Staff:

Stephanie Giacomo, Executive Director

Krystal Baker, Part-Time Project Assistant

Membership:

22 Individual Members

12 Family Memberships

11 Lifetime Memberships

4 Non-Profit Members

11 Business Members

PIM Board Meetings

Pride In McAlester Board of Director Meetings are held on the first Thursday of every month at 12:00 pm at the PIM Office located at 1 E. Choctaw, Suite 525 in McAlester. During the first quarter two BOD meetings were held, three during the second quarter, three during the third quarter and three during the fourth quarter for a total of eleven meetings in FY 2012-2013.

PIM Membership Meetings

Pride In McAlester Membership Meetings are held on the second Thursday of every month at 6:00 pm at the McAlester Campus of Eastern Oklahoma State College. Three meetings were held during the first quarter, two meetings during the second quarter, two meetings during the third quarter, and three meeting in the fourth quarter for a total of ten meetings in FY 2012-2013. An average of thirteen people attended membership meetings.

Volunteerism

PIM held twelve community volunteer days during the FY 2012-2013 and participated in twenty-four additional days of events for a total of thirty-six volunteer opportunities through the year.

New Part-time Assistant Hired

The Pride in McAlester Board of Directors authorized the creation of a Project Assistant position in Fall of 2012. Beverly Wooden served in the position until January 2013 and Krystal Baker has been employed in that capacity since February 2013. The Project Assistant is responsible for aiding with office administration, project planning, and education program development.

PIM Financial Statement

1—3 Quarter 4th Quarter

Revenue	Actual	Actual	Year-End Actual	Annual Budget
Donations	\$ 4,618.15	\$ 4,830.11	\$ 9,448.26	\$ 5,000.00
Fundraiser	\$ 33,186.57	\$ 12,997.45	\$ 46,184.02	\$ 37,000.00
Grants	\$ 2,775.00	\$ 0.00	\$ 2,775.00	\$ 1,000.00
McAlester City Contract	\$ 44,600.00	\$ 15,000.00	\$ 59,600.00	\$ 60,000.00
Membership	\$ 2,315.00	\$ 350.00	\$ 2,665.00	\$ 1,200.00
Total Revenue	\$ 87,494.72	\$ 33,177.56	\$ 120,672.28	\$ 104,200.00

Operating Expenses

Advertising and Printing	\$ 2,118.50	\$ 777.83	\$ 2,896.33	\$ 2,500.00
Awards and Events	\$ 3,320.60	\$ 1,381.31	\$ 4,701.91	\$ 2,000.00
Discretionary Expenses*	\$ 6,480.97	\$ 6,036.56	\$ 12,517.53	\$ 2,200.00
Fundraiser	\$ 9,329.47	\$ 2,517.89	\$ 11,847.36	\$ 16,000.00
Insurance	\$ 1,406.85	\$ 840.39	\$ 2,247.24	\$ 2,500.00
Office Expense Rent	\$ 4,010.83	\$ 1,200.00	\$ 5,210.83	\$ 5,000.00
Office Supplies	\$ 2,188.88	\$ 622.11	\$ 2,810.99	\$ 3,000.00
Postage	\$ 92.00	\$ 0.00	\$ 92.00	\$ 400.00
Professional Dues	\$ 265.00	\$ 200.00	\$ 465.00	\$ 500.00
Salary and Payroll WC Taxes	\$ 31,223.86	\$ 12,498.78	\$ 43,722.64	\$ 40,000.00
Telephone and Internet	\$ 1,566.80	\$ 378.60	\$ 1,945.40	\$ 2,000.00
Travel Expense	\$ 2,201.74	\$ 196.62	\$ 2,398.36	\$ 2,000.00
Utilities	\$ 3,263.08	\$ 1,331.91	\$ 4,594.99	\$ 2,700.00
Vehicle Expenses	\$ 3,416.78	\$ 1,643.63	\$ 5,060.41	\$ 1,500.00
Waste Removal and Trans	\$ 2,882.80	\$ 18,031.68	\$ 20,914.48	\$ 21,000.00
High School Auxiliary Budget	\$ 58.75	\$ 246.83	\$ 305.58	\$ 500.00
Total Expenses	\$ 73,826.91	\$ 47,894.14	\$ 121,721.05	\$ 103,800
Net Income	\$ 14,667.81	\$ -14,716.58	\$ -1,048.77	\$ 400.00

* Discretionary expenses include supplies for community volunteer days and community events.

PIM Value & Report Totals

Volunteers

Total Number of Volunteers: 500

Total Number of Project Volunteer Hours: 1,598

Total Number of Flea Market Volunteer Hours: 8,436

Total Value of Volunteer Hours (hrs x \$17.49): \$175,494.66

Donations

Direct Donations: \$9,448.26

Membership: \$2,665.00

Flea Market Funds: \$46,184.02

Grants: \$2,775.00

In-Kind Donations and Reduced Service Expenses: \$25,466.00

Total Value of Donations, Fundraisers, etc.: \$86,538.28

Reduced Expenses to Citizens:

Landfill Tipping Fees Avoided (1,748 vehicles x \$40 fee): \$69,920.00

Total: \$69,920.00

Total Value of PIM Activities and Donations: \$331,952.94

City of McAlester Contribution: \$59,600.00

Return on Investment: \$5.60 for every \$1.00



PIM Flea Market

3rd and Wyandotte

Wednesday, Friday, & Saturday

9:00 am to 5:00 pm

918-429-1111

During FY 2012-2013, more than thirty PIM Volunteers contributed 8,436 hours to the Flea Market. 890 donation pickups were conducted and fifty-four cardboard recycling trips were completed by Flea Market Volunteers. Additionally, one contract position was created to help conduct pickups for up to eight hours per week.

Pride In McAlester Flea Market Receives New Fixtures

The PIM Flea Market upgraded many of the fixtures in the store with glass cases, white cabinets, and other pieces from a local business that replaced their furniture.



Public Outreach

Pride In McAlester continued to operate the Pride In McAlester, OKLA Theater, and McAlester Recycling Center Facebook pages for social media outreach. Number of “Likes” as of June 28, 2013:

Pride In McAlester: 528

McAlester’s OKLA Theater: 2,404

McAlester Recycling Center: 214



Print Media

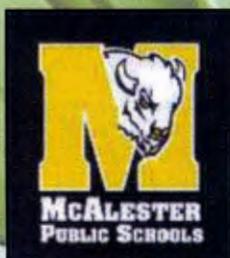
Regular advertising, articles, and press releases were sent to local newspapers, including the *McAlester News-Capital* and the *Bargain Journal*. Additionally, two articles were written and published by Stephanie Giacomo: “Recycling and Responsible Disposal Events a Success in McAlester” article in *The OKRA Oklahoma Recycling Association News* in July 2012 and “A Word from Pride In McAlester” article in *Keep Oklahoma Beautiful AffiliatE-News* Fall 2012 Edition. Two articles were written by Beverly Wooden, Project Assistant: “12 Ways to Go Green for the Holidays” and “Get Organized: Setting Up a Home Recycling Center.”



McAlester Radio

Executive Director Stephanie Giacomo continued radio shows as the guest of Megan Waters on KNED AM 1150 eleven times during FY 2012-2013.

Buff TV



Executive Director Stephanie Giacomo was the guest of Debbie Watkins on McAlester’s BuffTV in July 2012. She spoke about the various projects Pride In McAlester conducts in the community and how citizens can get involved.

Websites

Online web pages were maintained and updated for Pride In McAlester and the OKLA Theater. www.prideinmcalester.com www.oklatheater.com



Monthly PIM Newsletters

Pride In McAlester publishes a monthly e-mail newsletter to keep members and supporters up-to-date on activities within the organization. As of June 30, 2013 200 individuals subscribed to the PIM newsletter.

Newsletter Release Dates

- July 27, 2012
- August 31, 2012
- September 19, 2012
- October 31, 2012
- November 30, 2012
- December 21, 2012
- January 31, 2013
- February 27, 2013
- March 29, 2013
- April 30, 2013
- May 30, 2013
- June 28, 2013



Pride In McAlester also updated the format and service used to distribute the electronic newsletter each month. Thanks to the new system, recipients can more easily navigate and view the content and subscribe and unsubscribe from the list. PIM staff can also monitor how many individuals view the newsletter and click on links to additional information.

2012-2013 At A Glance

Projects and Participation

July 2012:

Community Volunteer Day—Emerson Elementary School

August 2012:

Community Volunteer Day—CultureFest Event

September 2012:

National Planting Day—Edmond Doyle Elementary School

Community Volunteer Day—Fresh Paint Days

October 2012:

City-Wide Litter Pickup

City-Wide Garage Sale

ODEQ Granting Ceremony for OKLA Theater

Fall Cleanup

Community Volunteer Day—Wild West Festival & Wild Color Stampede

8th Grade Career and College Expo

Make A Difference Day

November 2012:

Keep Oklahoma Beautiful Environmental Excellence Awards

Community Volunteer Day—Botts Residence & Washington Early Childhood Center

America Recycles Day

Holiday Recycling Drive

December 2012:

Community Volunteer Day—PIM Flea Market

Holiday Recycling Drive

McAlester Main Street Christmas Parade Participation

January 2013:

Community Volunteer Day—McAlester Recycling Center
J.J. McAlester Statue Completed in Old Town Historic District
Graffiti Grant Program Started

February 2013:

Community Volunteer Day—Old Town Historic District
Volunteer Appreciation Banquet

March 2013:

Community Volunteer Days—Downtown Historic District
Arbor Week Observation
Community Dog Park Planning

April 2013:

Great American Cleanup™ in Oklahoma
Earth Day
Elementary School Presentations
Key Academy Workshop
McAlester Young Professionals Adopt-A-Block Promotion
Dog Park Fundraising Efforts

May 2013:

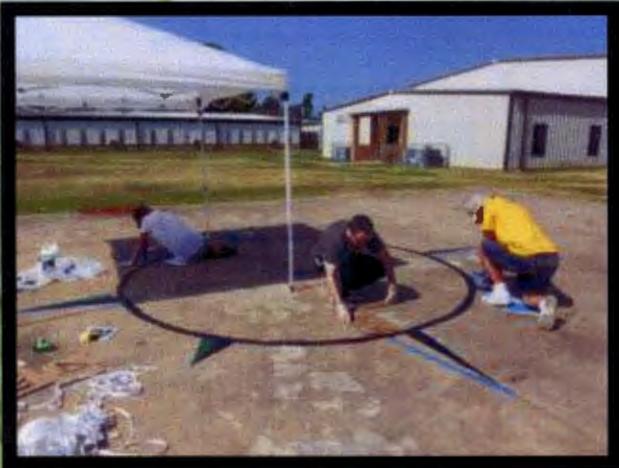
Save Our Streets Promotion
McAlester High School Locker Cleanouts
Armed Forces Day Parade Participation
Community Volunteer Day—Washington Street Bridge
J.T. Collier Memorial Leadership Scholarship Awarded

June 2013:

Recycling Bins installed in City Parks
Community Volunteer Day—William Gay Early Childhood Center

PIM Paints at Emerson Elementary

Pride In McAlester volunteers worked at McAlester's Emerson Elementary School on July 14th and 19th to complete the restoration of a large painted map on a concrete section of playground. The brightly colored map was originally a project of the art department of Eastern Oklahoma State College, but over time the map became faded and unusable. Participants also painted a large clock and compass on the basketball court. These images can be used to teach students geography, how to tell time, and cardinal directions. Fifteen people turned out to complete the painting, which had to be divided between two days due to high temperatures.



Pride In McAlester Assists During First Annual CultureFest Event

McAlester's CultureFest event kicked off on August 25th with a bit of a rainy start. Several vendors and numerous entertainers waited out the weather to help make this first annual festival a great success. Pride In McAlester was proud to join the McAlester Area Arts & Humanities Council, McAlester Main Street, the McAlester Area Chamber of Commerce, and numerous volunteers to plan and implement CultureFest. We look forward to making this an annual experience for McAlester!



What's on the Menu?

The following cultures will be represented by food vendors during Saturday's CultureFest event:

- Italian
- East Indian
- Mexican
- German
- American Indian
- Traditional American

A celebration of cultures set Saturday

By MA BRICKEY
STAFF WRITER

For its first year, Culture Fest is scheduled Saturday in downtown McAlester on Choctaw Avenue starting at 11 a.m.

The Culture Fest is a celebration of the international cultures that have been stirred into

feature music, food, crafts and goods from various cultures: Italian, East Indian, Mexican, German, Native American and traditional American.

"CultureFest was created out of a desire to promote greater awareness and appreciation of McAlester's diverse heritage."

Culture

CONTINUED FROM PAGE 1A

city organizations, businesses and schools."

She said no admission will be charged and parking is free. She said the First National Bank will have its covered parking areas open for public use; there are two floors of parking and elevators are available.

Helffenbein said there will be demonstration artists, more than 40 sales and display vendors and non-stop multi-cultural entertainment.

"Our headline bands are Del Castillo, a Latin rock group based out of Austin,

Who's on Stage

Performances at Saturday's CultureFest town McAlester will start at 11 a.m. and until 8 p.m. Each performance will take one of three stages on Choctaw Avenue, include:

- Del Castillo, Latin Rock
- Needfire, Celtic rock
- The Oklahoma Kids, Broadway
- Myron Beeson, Flute
- Island Paradise, Hawaiian
- The Captain Ledge Band, New Grass
- Aloha Hula Dancers, Hawaiian
- Spice of India, East Indian
- Choctaw Indian Dancers, American Indian
- Ashin and the Snake River Gang, Country
- McAlester Tai Kwon Do, Korean
- Ahava Belly Dancers, Middle East

Tuzna, and Needfire, a out of Dallas Celtic rock group based mid.

McAlester CultureFest

McAlester CultureFest is a celebration of the many cultures that have been stirred into the heart of this town.

A celebration of diversity is spread to all ages of the town in the new Choctaw Avenue district. The town's "CultureFest" will be held in the heart of downtown McAlester, featuring a variety of cultural performances, food, and crafts. The event is a celebration of the town's diverse heritage and a chance for the community to come together and enjoy the many cultures that have been stirred into the heart of this town.



CultureFest
11 AM PAGE ONE

DON'T BE LEFT OUT!

Call us for more information on the event & to get your tickets!

Call us for more information on the event & to get your tickets!

Call us for more information on the event & to get your tickets!

Myron Beeson, a Hopi-Norajo flute player; Island Paradise, Hawaiian; the Captain Ledge Band, new grass and gospel music; Aloha Hula Dancers; Spice of India, East Indian; Choctaw Indian Dancers; American Indian dancing Ashin and the Snake River Gang, country and gospel; McAlester Tai Kwon Do, Korean; and Ahava Belly Dancers.

Indian fare in traditional fair foods.

"Product vendors will offer cultural and traditional items such as jewelry, scarves, accessories, art, bedding, clothing and home decor," she said. "One of our performers, Myron Beeson, hand carves flutes in the traditional Hopi-Navajo tradition and hand carves ostrich eggs. He is also a recognized Indian artist."

Contact Ma Brickey by email at ma@mcallesterjournal.com

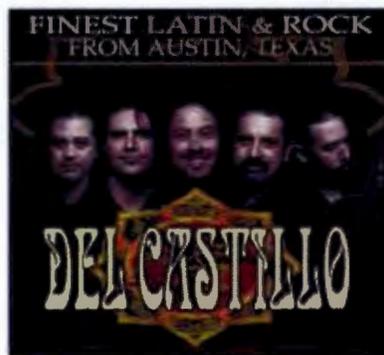
CULTURE FEST



CELEBRATING DIVERSITY
AUGUST 25TH
11:00 - 8:00
FREE CONCERT
FEATURING



NEED FIRE
CELTIC ROCK



LATIN ROCK



MYRON BEESON
NATIVE FLUTE

HISTORIC DOWNTOWN CHOCTAW AVE
MCALESTER, OKLAHOMA
CULTURAL ENTERTAINMENT
ART GALLERIES, FINE SHOPPING & FOOD

SPONSORED BY

THE WANDA L BASS FOUNDATION



PIM Plants at Edmond Doyle Elementary

**National
Planting Day**

On September 6th, nine Pride In McAlester volunteers gathered at Edmond Doyle Elementary School to plant several native trees for the health and enjoyment of students. National Planting Day is an initiative of Keep America Beautiful. The event encourages the planting of trees on or around September 8th every year. PIM provided five trees and two flowering plants, and several other plants were purchased by Kathy Hunt, principal of the elementary school. With guidance from the City of McAlester Parks Department, the trees were placed in various places along the north side of the building. Volunteers also repainted the base of the school's buffalo, *Spirit*.



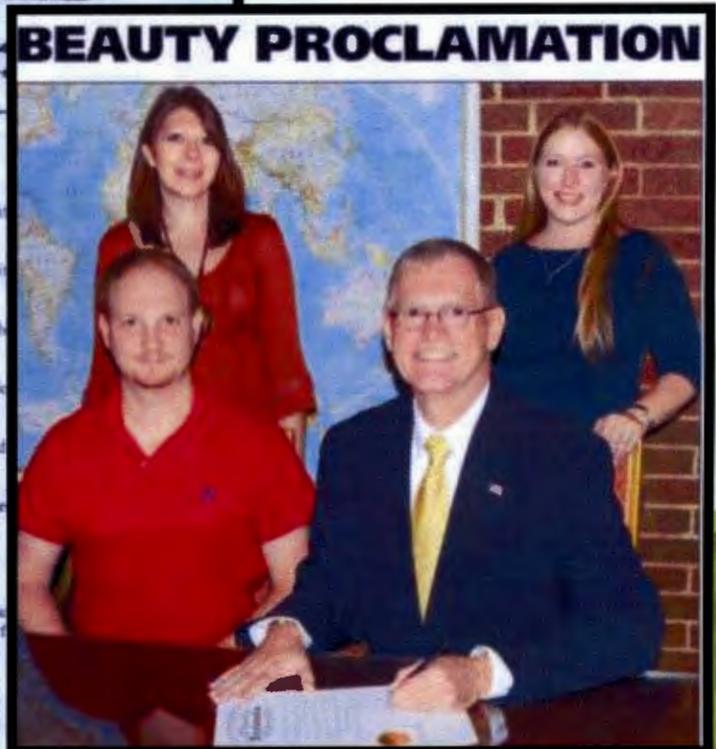


Fresh Paint Days, a statewide program of Keep Oklahoma Beautiful (KOB), was observed on September 22nd as Pride in McAlester worked to bring commerce back to an area of local small businesses. Originally slated for September 15th, the painting was delayed due to rain. The 1920s style building on the 400 block of S. Main Street has a brick facade with a chipped exterior was Pride in McAlester's candidate for this year's Fresh Paint Days. According to Pride in McAlester's Executive Director Stephanie Giacomo, a fresh coat of paint is exactly what this district needs to bring attention back to neighboring businesses. "Painting the building located on Main Street will increase the aesthetic appeal of the area and help boost the visibility of the neighboring businesses," said Giacomo. The group had 30 days to complete their project by using donated paint from H.I.S. Coatings of Oklahoma and a stipend from Public Service Company of Oklahoma - both partners with KOB. Keep Oklahoma Beautiful is a statewide nonprofit with a mission to empower Oklahomans to keep our state clean, enhance its natural beauty, and sustain a healthy environment. For more information about KOB and Fresh Paint Days visit www.keepoklahomabeautiful.com



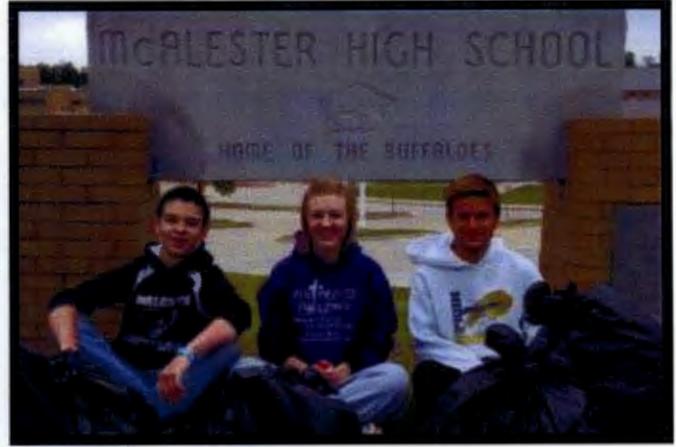
Mayor Harrison Proclaims October “Make McAlester Beautiful Month”

Mayor Steve Harrison signed a proclamation declaring October “Make McAlester Beautiful Month.” The document stated that “the beautification and appearance of our City is critical to the long term dignity and respect of our City; a beautiful and clean City will be a benefit to our citizens, our City, our businesses and prospective citizens and businesses; a beautiful McAlester is a source of pride and is the responsibility of all citizens; the Pride In McAlester organization has been designated as the leadership group for cleaning up our City; and Pride In McAlester will be conducting their fall cleanup and all citizens are encouraged to participate.”



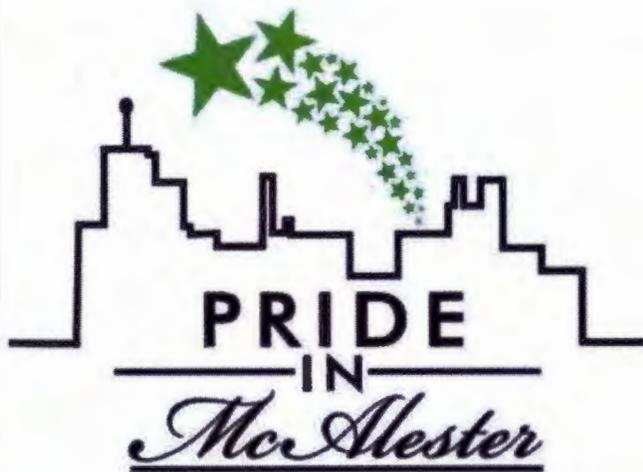
City Wide Litter Pickup

October 6th



Pride In McAlester held a City Wide Litter Pickup on October 6th to encourage groups to combat litter pollution in the McAlester community. Jackie Brannon Correctional Center, the McAlester Campus of Eastern Oklahoma State College, All Saints Episcopal Church, Pride In McAlester and the Pride In McAlester High School Auxiliary are among the groups that participated, cleaning more than two linear miles of McAlester streets. Twenty-seven total volunteers worked a combined eighty hours helping make McAlester a cleaner, safer, and more beautiful place during the event.





**TAKE A STAND
AGAINST LITTER
IN MCALESTER!**



**FOR MORE
INFORMATION
CALL
918-426-4444**

CITY-WIDE LITTER PICKUP

**SATURDAY,
OCTOBER 6,
2012**

**REGISTER AND GET
FREE TRASH BAGS AT**

**CHOCTAW
PARKING LOT**

**8:00 AM TO
11:00 AM**



City-Wide Garage Sale

On August 10, 2012, Pride In McAlester President Justin Few and Executive Director Stephanie Giacomo sent a letter to the City Manager and City Council requesting support of a Community-wide Garage Sale to compliment PIM's Fall Cleanup. Such events bring visitors to the community, promote environmental responsibility through reuse of goods, and help residents clear out unneeded items resulting in a cleaner and safer McAlester. Holding the community garage sale prior to the Fall Cleanup served as an additional incentive for residents to begin cleaning up their property and encourage a second use of items. Thanks to the support and organization of city employees such as Pamela Kirby, the event was a great success and should continue as an annual event in the future.

McAlester organizes citywide garage sale Oct. 6

By THE WRITERS
Staff Writers

Residents in McAlester sign up to participate in the citywide garage sale on Oct. 6. The event is set for 8 a.m. to 11 a.m. on the day after the Fall Cleanup. The event is set for 8 a.m. to 11 a.m. on the day after the Fall Cleanup.

City garage sale, clean-up set Saturday

By WRITERS
Staff Writers

The historic 4th annual garage sale will take place as well as a city-wide clean-up.

FROM PAGE ONE

Citywide

McAlester residents are encouraged to participate in the citywide garage sale on Oct. 6. The event is set for 8 a.m. to 11 a.m. on the day after the Fall Cleanup. The event is set for 8 a.m. to 11 a.m. on the day after the Fall Cleanup.

FROM PAGE ONE

Citywide

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October 6, 2012

McAlester's

First Annual

Citywide Garage Sale

Start now to be ready for McAlester's
FIRST Citywide Garage Sale!

Even if you have never had a garage sale before –
now is the time for one. Join in the fun and turn your
unneeded household items into \$\$\$\$CASH\$\$\$.

**NO PERMIT REQUIRED BUT YOU MUST
BE ON CITY LIST AND MAP.**

Sign up at **CITY HALL** to participate and
have your address included on the
McAlester Annual Garage Sale Map.

Watch our website for further information.
www.cityofmcalester.com





Fall Cleanup

Pride In McAlester's Fall Cleanup yielded fantastic results in 2012. During four days of bulk trash disposal, along with metal, tire, and electronics recycling, McAlester residents were provided with free and responsible ways to clean up their properties. Partnering with the City of McAlester, Allied Waste, Green Country Shredding, E-Waste Services, Pittsburg County Sheriff's Department, Yaffee Metal, and Liberty Tire, the cleanup ran October 20th, 21st, 27th, and 28th at the Former National Guard Armory. Activities on October 20th also included free paper shredding and prescription drug disposal options for residents. Fifty-five onsite volunteers and in-kind employees spent 217 combined hours at the site helping 621 community volunteers who contributed 1,173 hours cleaning up in the city. More than 450 vehicles came through the cleanup and numerous more delivered brush and yard waste to the McAlester landfill, saving citizens approximately \$18,000.00 in tipping fees.

Bulk Waste: 193,760 lbs

Brush: 27,708 lbs

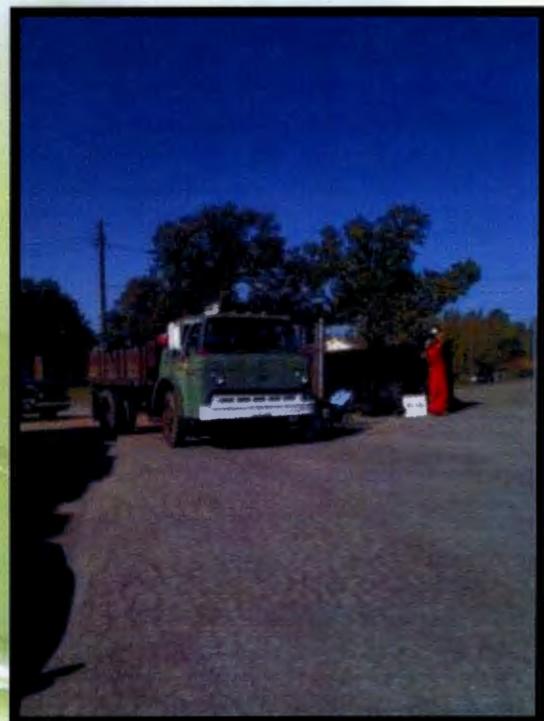
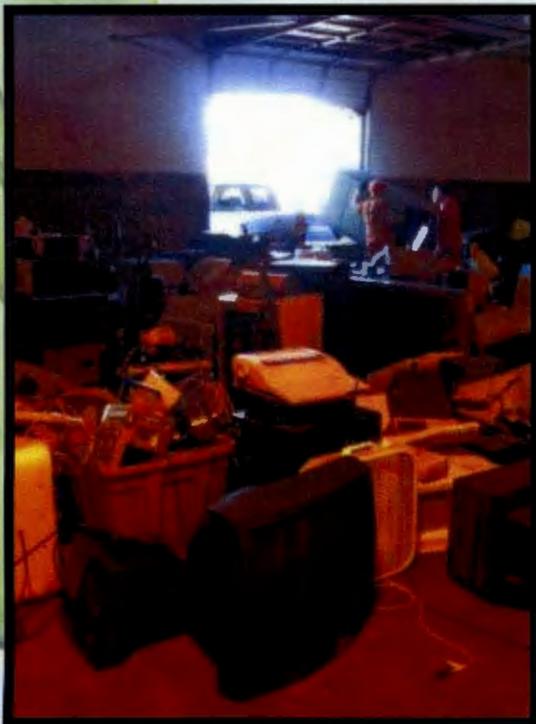
Prescription Drugs: 5 lbs

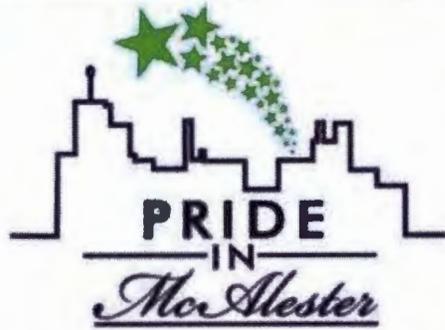
Paper Shredding: 7,000 lbs

Metal: 9,500 lbs

Tires: 789 tires

Electronics: 9,173 lbs





FALL CLEANUP



3RD ST. & TAYLOR AVE.
(FORMER NATIONAL GUARD ARMORY)



October 20th, 21st, 27th, & 28th

SATURDAYS 9AM-3PM SUNDAYS 12PM-3PM

BULK TRASH - METAL - TIRES - ELECTRONICS

OCTOBER 20TH ONLY: PAPER SHREDDING AND
PRESCRIPTION DRUG DISPOSAL



FREE DUMPING FOR
MCALESTER RESIDENTS

NO COMMERCIAL BUSINESS PLEASE



**TAKE BRUSH AND YARD WASTE ONLY
DIRECTLY TO MCALESTER LANDFILL**

Contact (918) 426-4444 or pim@prideinmcalester.com

www.prideinmcalester.com

www.facebook.com/prideinmcalester



MAKE A DIFFERENCE DAY
NATIONAL DAY OF DOING GOOD

Make A Difference Day

Pride In McAlester supported Make A Difference Day (MADD) activities in McAlester during the second quarter of 2012-2013. Staff attended several planning meetings, assisted in preparations, promotion, and gathering supplies, and assisted in setting up the evening of October 26th. Additionally, the Fall Cleanup provided MADD volunteers with a disposal site for items removed from residences during this project.

Make A Difference Day activities in McAlester provide low-income, elderly, and disabled citizens with minor home repairs. On October 27, 2012, more than seventy volunteers assisted in the community.

DAY TO SERVE



Staff photo by KEVIN HARVISON

The USA Weekend Magazine and its affiliate newspapers, the Point of Light Foundation and its affiliate volunteer centers, and the Hands on Network have joined to promote an annual national day of doing good that celebrates and strengthens the spirit of volunteer services. Because volunteer service is an investment in the future, McAlester Mayor Steve Harrison has proclaimed Oct. 27 as Make a Difference Day. Pictured Friday during a signing of the proclamation at the McAlester News-Capital are, from left, front row, Leanna Amos of Oklahomans for Independent Living, Harrison, Program Coordinator Maureen Harrison, and volunteer Damien Miller, and back row, Pride In McAlester Project Assistant Beverly Wooden, PIM President Justin Few, Shalonda Harrison and PIM Executive Director Stephanie Giacomo.



On October 13th, Pride In McAlester provided support to the Wild West Festival and the Wild Color Stampede. Partnering with the Old Town Association, Pride In McAlester manned a booth during the event, helping diversify the types of activities available and raising funds towards PIM activities. Additionally, PIM provided recycling during the Wild West Festival and helped obtain an in-kind dumpster for the event from Republic Services. In support of the Wild Color Stampede, PIM provided water, ice chests, and ice at Rotary Park for runners.

Six volunteers worked a combined twenty-four volunteer hours during the events on behalf of Pride In McAlester.



8th Grade Career & College EXPO

Pride In McAlester was proud to assist Eastern Oklahoma State College, Kiamichi Technology Center, The McAlester Chamber of Commerce, McAlester Public Schools, and GEAR-UP in planning the Sixth Annual 8th Grade Career and College Expo. The event hosted more than 1,000 8th grade students from area schools who were shown a variety of life options from more than seventy educational institutions, businesses, and other organizations. Pride In McAlester staffed a booth during the event that challenged students to match recyclable materials to a fact about the importance of recycling that item. McAlester Recycling Center brochures were distributed and students were told about the various options in our community and surrounding areas.





PIM Earns Statewide Recognition

Pride In McAlester recently won two awards from Oklahoma organizations. During Keep Oklahoma Beautiful's Environmental Excellence Awards on November 1, PIM received the Devon Achievement Award for their Great American Cleanup™ in Oklahoma efforts. During the months of March, April, and May, Pride In McAlester conducted an education campaign, seven days of cleanup activities, and beautification projects. The events included partnerships with McAlester Public Schools, the City of McAlester, Pittsburg County Sheriff's Department and several civic organizations. PIM was chosen for this award from more than 300 Great American Cleanup™ in Oklahoma projects across the state. Glen Kerns, retired City of McAlester City Parks Superintendent, was recognized as an Affiliate Champion for his passion, professionalism, and dedication that led to the planting of 3,000 trees, the creation of the McAlester Arboretum, and the designation of McAlester as a Tree City USA. The City of McAlester and McAlester Public Schools were also category finalists.

PIM also received state-wide recognition during the America Recycles Day Awards Banquet on November 15. The event is organized by the Metropolitan Environmental Trust (M.E.T.) in Tulsa and honors what M.E.T. Executive Director Michael Patton refers to as "recycling heroes" throughout Oklahoma. PIM works year-round to promote the McAlester Recycling Center and encourage recycling efforts in the community. The McAlester Recycling Center is a cooperative effort from the City of McAlester, Kibois Community Action and Pride In McAlester and was established in 2010. Since that time, recycling in the community has flourished and the three groups meet several times a year to discuss ways to expand and improve the center.



CITATION

Pride in McAlester

Whereas, Pride in McAlester was selected by Keep Oklahoma Beautiful as a finalist in the 22nd Annual Environmental Excellence Competition and will be honored at a special celebration on November 1, 2012; and

Whereas, Pride in McAlester is to be commended for taking pride in their community through their efforts to improve Oklahoma's aesthetic, environmental, and sustainable quality of life; and

*Whereas, the Oklahoma Legislature, acting on behalf of the citizens of this great state, hereby recognizes **Pride in McAlester** to be a credit to their community and the State of Oklahoma.*

Now, therefore, pursuant to the motion of

Representative Donnie Condit
and
Senator Richard Lerblance

the Oklahoma Legislature hereby extends to the

Pride in McAlester

sincere congratulations and directs that this citation be presented.



Mary Fallin

Governor Mary Fallin

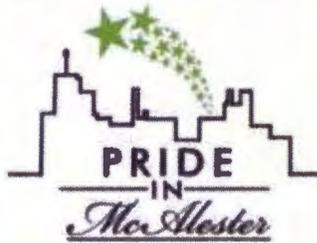
Richard Lerblance

Senator Richard Lerblance

Donnie Condit

Representative Donnie Condit

2012 OKLAHOMA RECYCLING NON-PROFIT • PRIDE IN MCALESTER



Established in April 2008, Pride In McAlester was organized as a 501(c)3 non-profit organization with a mission to make McAlester a cleaner, safer, more beautiful place to live and work. Pride In McAlester does many things for the community such as a Painting Program, which works with volunteers to maintain public spaces, restoring the OKLA theater in Downtown McAlester and also recognizing individuals and

businesses that take action to clean up their communities. Pride in McAlester even offers complimentary cardboard pick up for new residents of McAlester or citizens that have recently moved. This cardboard is then taken to the McAlester Recycling Center to be recycled.

THE OKRA NEWS

OKLAHOMA RECYCLING ASSOCIATION

DECEMBER 2012

Welcome to the OKRA online newsletter. Please feel free to share our newsletter with anyone who might enjoy reading it. To receive electronic notification of newsletter availability and general recycling announcements, sign-up for the OKRA list server on our website: www.recycleok.org

America Recycles Day Award Banquet 2012 Recognizes Oklahoma's Recycling Heroes

by Annie Brady

The 12th annual America Recycles Day Awards Banquet started out with delicious hors d'oeuvres and wine while everyone chatted in the Downtown DoubleTree's front foyer. We were graced with the piano skills of Kent Dennis while we were served a three course meal.

been possible without our sponsors: American Waste Control, Inc. with Mr. Murph, Abilow, Sam's Club, Holly Refining and Marketing - Tulsa LLC, National Waste and Disposal, Inc., Natural Evolution, Inc., Lafarge, Oklahoma Recycling Association, Call2Recycle, AEP/PSO and Tulsa Beautification Foundation.



Michael Patton, The M.E.I.'s Executive Director gave a speech on the importance of America Recycles Day and how we should appreciate it like any

Congratulations to our 2012 Oklahoma Recycling Heroes!
2012 Oklahoma Recycling School: Owasso GreenTeam
2012 Oklahoma Recycling Non-Profit: Pride In McAlester
2012 Oklahoma Recycling Educator: Ruth Askew Brelsford
2012 Oklahoma Recycling Event: Route 66 Marathon
2012 Oklahoma Recycling Business: Spirit AeroSystems
2012 Oklahoma Recycling Government: T.A.R.E.

OK Recycling Educator: Ruth Askew Brelsford, Eastern Oklahoma State College, with students Ashley Jones and Rylie Clout

After holiday, Tom Hill, CEO of American Waste Control, Inc. presented the great accomplishments of his company in the recycling industry.

Finally the Awards were presented and received with much excitement by our heroes. Of course, this would not have



OK Recycling Event: Jessica Hargis, Sustainability Director, Route 66 Marathon

2012 Oklahoma Recycler of the Year: Kenneth Burkett

Congrats to the 2012 Oklahoma Recycling Heroes!



OK Recycler of the Year: Kenneth Burkett

OKRA ANNOUNCES WINNERS OF THE 2012 ARD HIGH SCHOOL PSA CONTEST

Congratulations to the winners of the 2012 America Recycles Day Public Service Announcement Contest!

- 1st place: Michael Meen, Tulsa Union Alternative School - \$500 to the winning group, and \$100 to Tulsa Union Alternative School
- 2nd place: Mahanna Smith, McAlester High School - \$300 to the winning group and \$50 to McAlester High

- 3rd place: Madison Taylor, McAlester High School - \$150 to the winning group and \$30 to McAlester High

All students did an excellent job and put in a lot of hard work! Please congratulate all participants and their teachers. This contest would not be possible without sponsorships from Greenstar Recycling, OG&E, and OKRA.

View the winning photos at <http://www.recycleok.org/okra/oklahoma-events-activities/psa-contest>



**Great American
Cleanup™
Devon Energy
Exceptional
Achievement Award**



Pride in McAlester engaged the entire community and then some during their 2012 Great American Cleanup™ effort and in so doing earned the attention of the GAC's statewide sponsor, Devon Energy. Here's what was accomplished:

In March: An awareness campaign promoted upcoming activities and volunteer recruitment. They presented at city council meetings, rotary club, the Pittsburgh County Bar Association and schools. They also held a Keep McAlester Beautiful poster competition; put public service announcements on McAlester Radio stations; the newspaper ran a number of stories and Mayor Steve Harrison proclaimed April and May as "Cleanup McAlester Months." More information was disseminated through social media, posters and brochures.

In April: Roll-offs placed in the armory parking lot were opened to the general public every Saturday and Sunday from April 7-28th for free disposal of bulk trash, tire & metal recycling, document shredding services, household hazardous waste collection, E-waste recycling and prescription drug disposal. Volunteers painted and construction crews cleaned up nine illegal brush dump-sites. School locker clean-outs yielded huge volumes of paper and plastic bottles. A city-wide trash tournament was won by a family that brought 28 trailer loads to the cleanup.

In May - Pride took part in the McAlester Public Schools Outdoor Classroom where the result of their litter lesson to students had 2nd graders accurately predicting if their "litter" was destined to be recycled, reused or sent to the landfill! The entire town celebrated their accomplishments with a party! Several hundred people attended the free event downtown where inflatables, live music, free food and a rock climbing wall were featured. The party ended with the presentation of awards and prizes.

Did we mention the Great American Cleanup™ Devon Energy Exceptional Achievement Award comes with a **\$1,000** prize?!

Congratulations Pride in McAlester! And thank YOU for keeping Oklahoma Beautiful!



PIM Remembers J.T. Collier

The Pride In McAlester Board of Directors voted unanimously in November to rename the Pride In McAlester Leadership Scholarship the J.T. Collier Memorial Leadership Scholarship in honor of founding member, J.T. Collier.



1940-2012

A legacy of
community
improvement &
a dedication to
the enhancement
of our city.



BEAUTIFUL
PRIVATE

MY HOME • OUR COMMUNITY • THEIR FUTURE

J.T. Collier Memorial Leadership Scholarship Program

Pride In McAlester is offering a \$500 scholarship opportunity to recognize outstanding community leadership in young people and help students reach their academic goals.

Eligibility Guidelines

To be eligible, scholarship applicants must have participated in a leadership role in community service work and volunteer activities. They must also meet the following criteria:

- Be enrolled as a Senior at McAlester High School and have a grade point average above 3.00 on a 4.0 scale (or its equivalent); and
- Plan to enroll in the Fall of 2013 as a full-time student in an undergraduate course of study at an accredited two- or four-year college or university.

Review Criteria

A scholarship committee will carefully review each application in search of the most deserving recipient. Judges will consider several criteria, including:

- Leadership experience in community service and volunteer activities;
- Academic grade point average;
- The content of a typed 500-word essay submission;
- Letter(s) of recommendation;
- Official high school transcript; and
- Number of volunteer hours.

The scholarship award is for one year only and is limited to undergraduate study.

Applications will be accepted from December 15, 2012 through March 15, 2013.

11 Commerce Street, P.O. Box 1000 • McAlester, Oklahoma 74851 • Phone: 405-441-1111
Fax: 405-441-1112 • Email: info@prideinmcalester.com • Website: www.prideinmcalester.com

November Volunteer Day

November 10th
327 East Monroe

Michael Botts, 28, of McAlester, has been struggling in a fight against brain cancer for years. His condition has left him confined to a wheelchair. Recently, Botts was approved to have a home built by the United States Department of Agriculture's Rural Development division. He sought help from volunteers to complete parts of the project that he can not do on his own. During November's Community Volunteer Day, Pride In McAlester members assisted Botts by collecting and hauling away construction debris and tree limbs from the site of his new home. Five PIM members were honored to step-up and help for a combined eight hours of work.



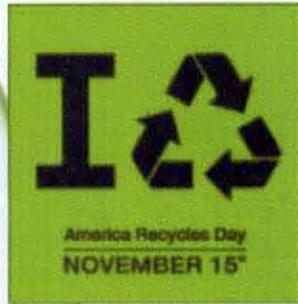
Washington Early Childhood Center



The Pride In McAlester High School Auxiliary worked on Saturday, November 10th at Washington Early Childhood Center painting curbs, lines, and steps on the exterior of the school. Eight McAlester High School students participated, supported by PIM Project Assistant Beverly Wooden.

The student leaders of the High School Auxiliary this year are Makenna Smith and Zachary Dugan. Both students are involved in numerous school activities but are always willing to take time out to help their community by partnering with PIM and their fellow students to beautify and enhance McAlester!





America Recycles Day

Pride In McAlester placed America Recycles Day exhibits throughout the McAlester community to help educate and promote recycling. The exhibits were available on November 15th and 16th at the McAlester Regional Health Center, The McAlester Chamber of Commerce, Kiamichi Technology Center, The McAlester Boys and Girls Club, Parker Intermediate School, Puterbaugh Middle School and the McAlester High School. The exhibits provided information about how recycling items such as paper, aluminum cans, plastic bottles, and newspaper affects energy consumption, raw materials usage, and the waste stream. McAlester Recycling Center and PIM brochures were available along with America Recycles Day stickers and bookmarks. America Recycles Day is an initiative of Keep America Beautiful and is honored every year on November 15th.



America Recycles Day was also promoted during the McAlester Young Professionals Meet and Greet on the morning of November 15th at the Chamber of Commerce Office.

Holiday Recycling



During the months of November and December, Pride In McAlester conducted a Holiday Recycling Drive. Starting in November, PIM ran four city-bits advertisements in the *McAlester News-Capital* promoting cooking oil recycling. The information was also publicized on Facebook and in emails.

PIM created and distributed flyers, sent emails, and made social media updates encouraging residents to recycle during the holiday season. Project Assistant Beverly Wooden also wrote an article titled "12 Ways to Go Green for the Holidays." The article was published in local newspapers, the PIM Newsletter, and on the PIM Website.



Recycle for the Holidays

Cardboard & Paperboard
Glass Jars & Bottles
#1 & #2 Plastic Bottles
Paper & Newspaper
Aluminum Cans



From gift buying to party preparations, Americans generate more waste during the holidays than any other time of year.

Most of this waste can be recycled in McAlester!

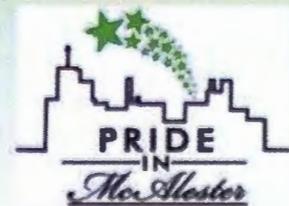


Drop recycled materials at the
McAlester Recycling Center
at the north end of the parking lot at
Main Street and Choctaw Avenue.



For more information, contact Pride In McAlester
918-426-4444 or pim@prideinmcalester.com

www.facebook.com/mcalesterrecyclingcenter



12 ways to go green for the holidays

By BEVERLY WOODEN
SPECIAL CORRESPONDENT

While Santa and his sleigh bells, twinkling lights and shiny packages under the tree are some of the first things that come to mind when we think of Christmas, what's left over after the holiday season is a haze of extra consumption and waste.

In fact, Americans produce a million extra tons of garbage per week during the period between Thanksgiving and New Year's, according to the California Department of Resources Recycling and Recovery. The good news is that it doesn't have to be that way.

There are any number of small things you can do to lessen the season's carbon footprint.

By taking a more thoughtful and conscious approach to the holidays and striving to reduce waste and consumption, you may find that your celebration of the season becomes more meaningful while leaving a substantially smaller impact on the environment.

1. Choose a real tree. While plastic trees can be reused, the manufacturing process requires petroleum, and eventually the trees end up in the landfill since they aren't easily recyclable. Real trees, on the other hand, can be replanted if you choose a potted variety. They can also be recycled, mulched or composted, and real Christmas trees are typically grown specifically for the purpose, so deforestation isn't an issue. Another benefit is that live trees absorb carbon dioxide while they're growing. Look for a tree that's been locally and sustainably grown and is pesticide-free.

2. Replace the lights on your tree with energy-efficient mini-lights or strands of LED lights, which use up to 90 percent less energy than traditional Christmas lights. LEDs also last much longer and often provide brighter and more vibrant colors. For outdoor decorating, choose solar-powered lights, which are becoming more widely available every year.

3. Instead of electric lights, rely on candles to create a festive holiday mood, but make sure they're made from soy, beeswax or a natural vegetable-based wax, all of which are biodegradable and smoke-free. Paraffin candles contain petroleum residue, which isn't good for you or the environment. If you do use candles, don't forget to follow fire safety rules and keep them out of the reach of children and pets and away from flammable curtains and Christmas trees.

4. Make your own Christmas cards with materials you already have on hand, like last year's calen-

For even more green holiday ideas, check out:

- www.livescience.com/9789-8-tips-green-christmas.html
- www.guardian.co.uk/environment/ethicalivingblog/2007/dec/12/12tipsforagreenchristmas
- www.sierraclub.org/tips/holidays.aspx
- eartheasy.com/give_sustainchristmas.htm
- world.edu/dreaming-green-christmas-tips-ecoconscious-holiday/
- news.nationalgeographic.com/news/2004/12/1220_041220_green_christmas.html
- www.epa.gov/region9/newsletter/nov2010/greenseason.html

dar pictures, used cards, your children's artwork or cardstock packaging. Homemade cards are fun to make and are more meaningful to the recipient. If there's no time to make your own cards or you want to adopt a technological approach to the holidays, send e-cards instead. If you do purchase cards, look for those made from a high percentage of post-consumer waste.

5. Set a green table. Seek out local and organic meats and vegetables. Buying food that's been grown or raised locally reduces your carbon footprint greatly and helps support small family farms. To find local produce and other food items, check out local farmers markets or the Oklahoma Food Cooperative (oklahomafood.coop). Buy your holiday snacks and baking supplies in bulk to reduce packaging waste. Use real plates and glasses rather than disposable. After all, special occasions are the reason you have china and nice dishes in the first place, so take the opportunity to make this holiday special and use them.

6. After the big meal, recycle your cooking oil and consider starting a compost bin or heap with your vegetable peelings if you don't already have one.

Used cooking oil can be dropped off at the Pride in McAlester Flea Market at the corner of Third Street and Wyandotte Avenue on Wednesdays, Fridays and Saturdays from 9 a.m. to 5 p.m.

7. Rethink your gift-giving. Give experiences—like restaurant gift certificates, movie tickets, massage or pedicure gift certificates, music downloads or tickets to sporting events—rather than items that involve packaging and create waste. Better yet, sponsor an animal or an acre of rainforest in the name of your most eco-conscious friends and family members.

8. When you do shop, buy local and always take along reusable shopping bags. Buying locally-made items and shopping at local stores supports the local economy and reduces the carbon footprint created when items are transported long distances.

9. Get creative with your wrapping. Wrap presents with comics from the newspaper, old maps, clothes, blankets, dishtowels, pillow cases or pretty pieces of fabric that can be reused. If you do buy wrapping paper, choose paper that's easily recyclable (metallic paper often isn't) or paper that's made from hemp or recycled material.

10. Recycle, recycle, recycle. The holiday season presents lots of opportunities for recycling. With all the new items being given and received, the older items they replace can frequently be granted new life with just a little effort on your part. For example, old cell phones can be taken to Radio Shack, AT&T or U.S. Cellular for recycling. Old computers and computer accessories can be taken to Goodwill Industries, where they'll be reused or recycled. For all the packaging those new items come in, McAlester offers a 24/7 drop-off center across from the Farmers Market in the Choctaw Parking Lot on Main Street, where you can recycle paper, cardboard, aluminum, #1 and #2 plastic, and glass.

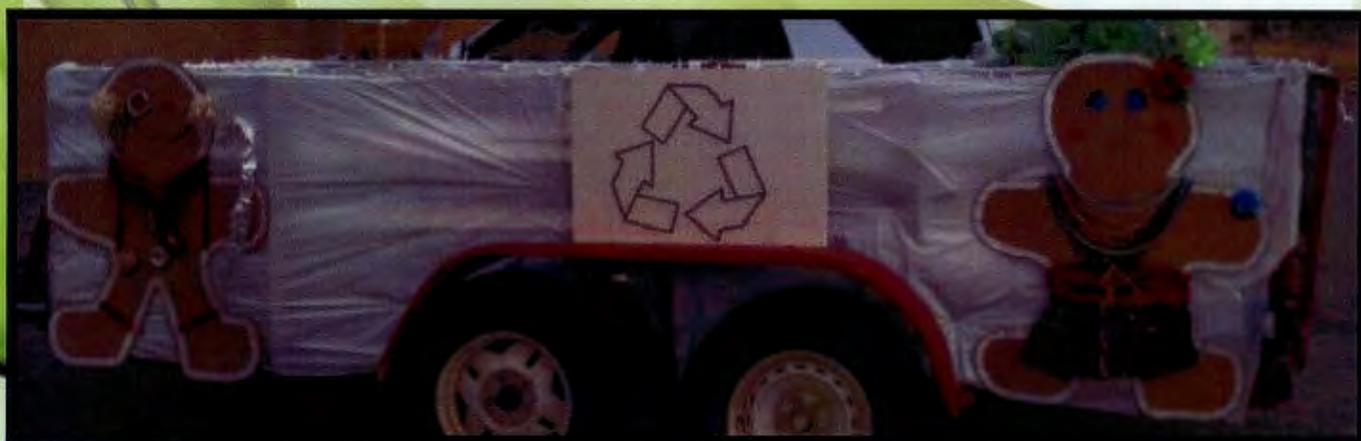
If you have used household batteries (such as AA, AAA, C, or D batteries), they can be recycled at the Pride in McAlester Flea Market.

11. Donate items that you've received replacements for or no longer have room for—such as clothes, furniture, and toys—to a charity organization or thrift store instead of just throwing them away. The Pride in McAlester Flea Market will even pick up your donation if you live within the city. Call 918-429-1111 for more information.

12. Make a list and check it twice to ensure you're making smart energy choices during the holiday season. A day spent in the kitchen with a hot oven is the perfect opportunity to lower the thermostat on your central heating system. If you're traveling to visit out-of-town relatives over the holidays, check with other family members to see if a carpool can be arranged.

If you're giving any battery-operated toys or gadgets as gifts, include a set of rechargeable batteries.

Pride In McAlester took the Holiday Recycling Drive to a new level this year with an entry in McAlester Main Street's Christmas Parade on December 6th. PIM's parade float encouraged recycling through display of a Christmas tree made of plastic bottles, a wreath of aluminum cans, presents wrapped in paper, and cardboard gingerbread characters. Light displays shaped as recycling symbols adorned the trailer in three places. The PIM float won second place during the parade, earning a trophy and \$200.00 award. Justin Few, PIM President, was on-hand to accept the award from Main Street Director Ginny Webb. Fourteen volunteers spent fifty-eight and one half hours constructing the holiday float.



December Volunteer Day



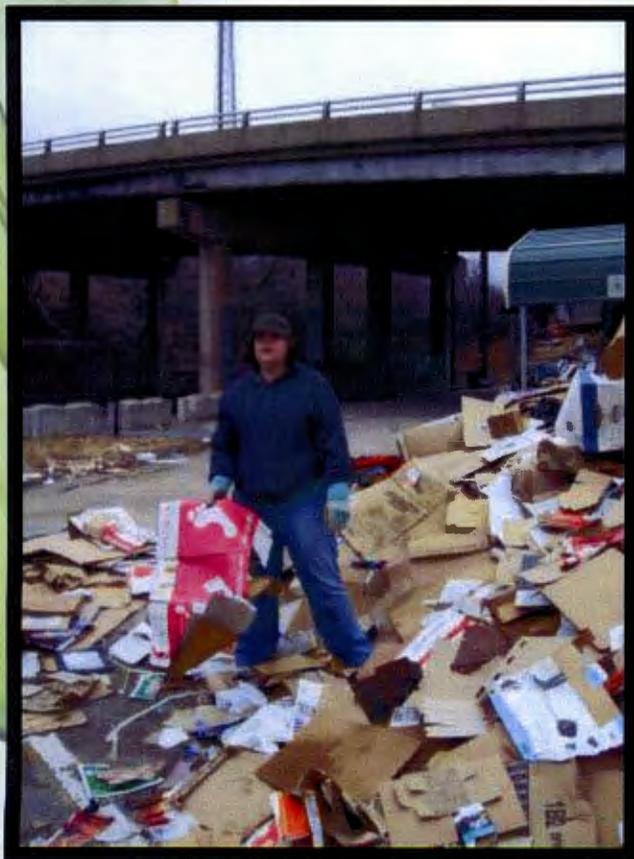
December's Community Volunteer Day paired helpers with dedicated volunteers at the PIM Flea Market located on the corner of 3rd and Wyandotte. Due to increased donations in the fall, many items were unable to be moved behind the walls on the west side of the building. Thanks to the preparation of Flea Market volunteers, it took just two hours to organize and sort furniture, exercise equipment, yard tools, and other merchandise. The project not only cleared much needed space, but also helped beautify the parking lot. Seven additional volunteers worked for a combined fourteen hours.



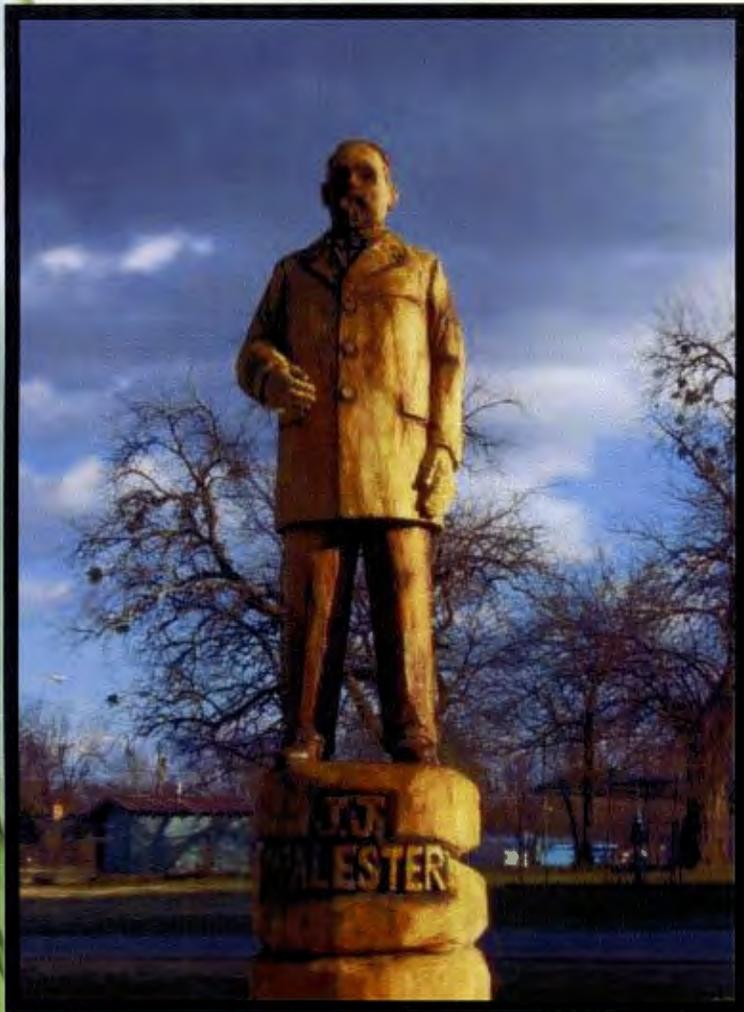
January Volunteer Day



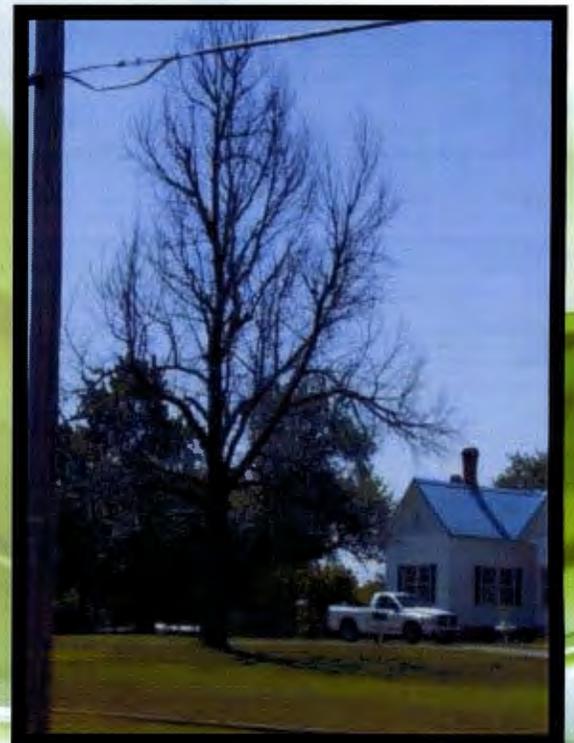
On January 12th, eleven PIM volunteers spent thirty-three combined hours helping sort recyclables at the McAlester Recycling Center following the Holiday Recycling Drive. Due to holidays, snow days, rain, and a broken cardboard bailer, the recyclable materials piled high during the weeks following Christmas. With additional staff brought in by Kibois Community Action and help from PIM Volunteers, the center is now clean and operating at normal levels. Although it isn't always pretty, PIM is proud to see the community's response and dedication to recycling in our city!



J.J. McAlester Statue



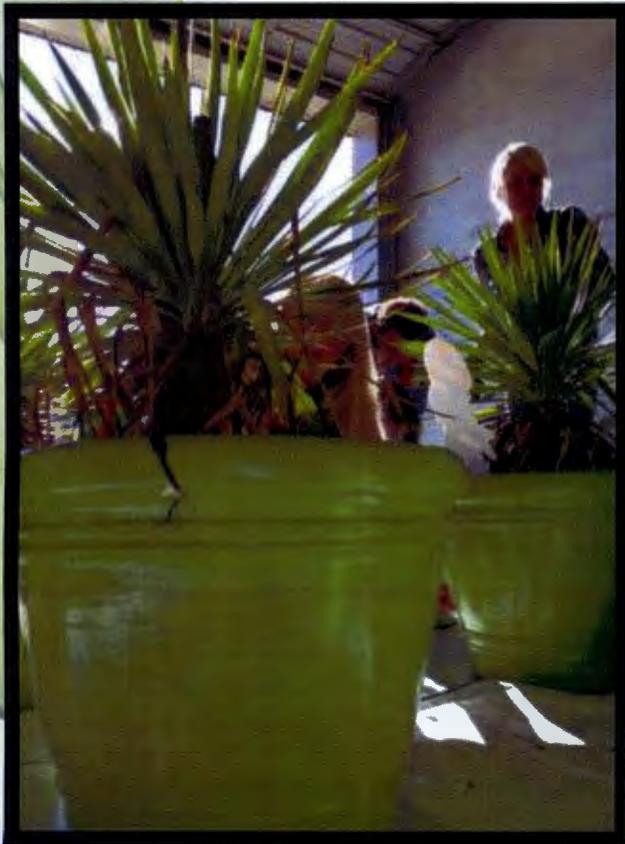
Pride In McAlester worked with chainsaw artist Clayton Coss and the owners of the historic J.J. McAlester home to create a statue of the city founder. After a tree in front of the historic home died last summer, the property owners and PIM worked together on a "Scenic, Open Space, Preservation and Conservation Easement." This agreement allows PIM to control the statue and ensures enjoyment of the statue for visitors as long as the art remains in its current location. This beautiful piece of art demonstrates the history, culture, and pride of McAlester!



February Volunteer Day in Old Town



Pride In McAlester teamed up with McAlester Main Street and the Old Town Association on Saturday, February 16th to repaint flower pots in the Historic Old Town District of McAlester. Twenty-two volunteers contributed sixty-six hours to the painting. The flower pots were painted a bright green and they look great, adding even more charm to this district!



COMMUNITY VOLUNTEER DAY



McALESTER
MAIN STREET
OF THE OLD TOWN DISTRICT

Old Town Association



SATURDAY

FEB. 16

9 AM



Volunteers will be meet in front of the Whistle-Stop Bistro at 9am.

COME HELP BEAUTIFY McALESTER!

We will be painting flower pots in
McAlester's historic Old Town district and
assisting with other decorative features.



Volunteer Appreciation Banquet



Pride In McAlester hosted its 4th Annual Volunteer Appreciation Banquet on February 21. Guests enjoyed a silent auction, which consisted of donations of products and services from local businesses and citizens, and a dinner at the Whistle-Stop Bistro. Justin Few, President of the Board of Directors, spoke about PIM's accomplishments and awarded dedicated volunteers and supporters. The Volunteer of the Year award was given to Brenda Russell, who dedicates time each week and volunteers throughout the year; The Outstanding Student was given to Makenna Smith, who is a leader of the PIM High School Auxiliary. The Pride In McAlester Spirit Award was given to the City of McAlester for their continuous efforts to beautify the city, encourage recycling in city offices and take active steps to reduce energy consumption. McAlester Public Schools received the Community Partner of the Year award for their involvement with Pride In McAlester. MPS works with PIM, assisting with painting and planting projects at various schools.

PLEASE JOIN US FOR OUR FOURTH ANNUAL



*Volunteer
Appreciation Banquet*

THURSDAY, FEBRUARY 21, 2013
6:00 P.M. HOSTED BY



2700 North Main, McAlester, OK

*The evening will include dinner, award presentations,
a celebration of accomplishments, and a silent auction.*

*Ticket Prices:
Members: \$10.00
Non-Members: \$20.00*

**PURCHASE TICKETS BEFORE FEBRUARY 15TH
BY CALLING: (918) 426-4444**

Sponsored by



 **BANK OF OKLAHOMA**

Other Sponsors Included:

Wild Herb Natural Skin
Care

Studio 23

Justin & Lori Few

Brenda & Ernie Russell

Weddie Signs

Judy Boswell, Deborah
Martin Realty

Lovera's Italian Market

Choctaw Nation Going
Green



MAC
OIL & GAS INC.
Energy Consultants

“Paint it Black” in Downtown



March hosted two Community Volunteer Days, due to poor weather conditions. Volunteers from Pride In McAlester, McAlester Main Street, and Jackie Brannon Correctional Facility teamed up to paint and pick up litter in the Downtown McAlester area. In total, twenty-two volunteers spent forty-one hours painting light poles, benches and fire hydrants and removed litter along Choctaw Avenue. Nine light poles and eighteen benches were repainted black. Thirteen fire hydrants were covered with paint colors specified by City codes.



COMMUNITY VOLUNTEER DAY



"Paint It Black"



Saturday

March 9th

9 am

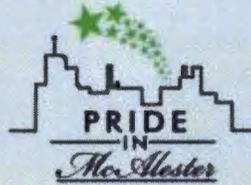


Volunteers will meet in front of the OKLA Theater at 9am.

Don't forget to wear your paint clothes!

Come help beautify McAlester!





Community Volunteer Day



Saturday
March 23rd
9 am
"Paint It Black"

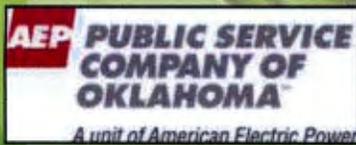
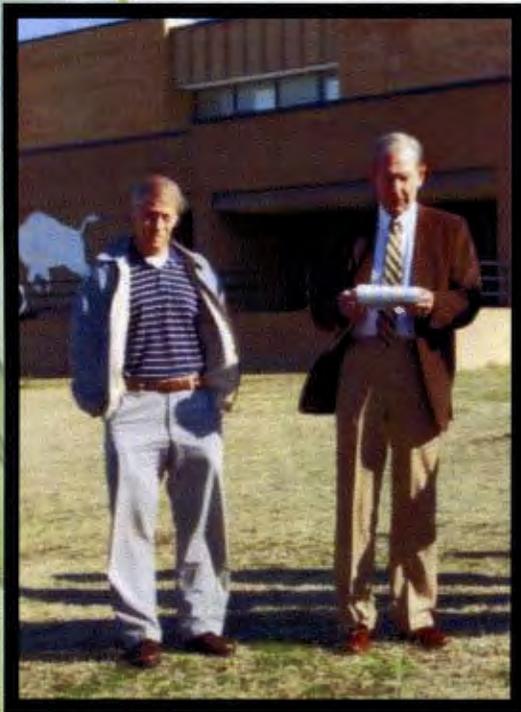


*Volunteers will meet in front of the OKLA Theater.
(Don't forget to wear your paint clothes.)*

*Come help beautify McAlester!
We will be painting light poles and benches in the downtown area.*

Arbor Week Planting

The McAlester Tree Board partnered with Pride In McAlester, the City of McAlester and McAlester Public Schools to plant trees at the McAlester High School on March 14. Twelve trees were able to be planted around McAlester thanks to funding from Public Service Company of Oklahoma. Due to budget constraints of the City of McAlester, no City funds were able to be dedicated to tree planting this year, so PIM and PSO dedicated trees they had slated for planting to the City and Tree Board. Vice Mayor Sam Mason read from a proclamation issued by Mayor Steve Harrison who was unable to attend the tree planting. Sabre Tate of the McAlester Tree Board spoke about the importance of trees in our community and recognized partners that were present during the ceremony. Vice Mayor Mason then conveyed his respect to Tate and described her as the most dedicated member of any board in McAlester. High school students from the Service Learning Course and biology classes came out to assist in the planting, and City of McAlester Gardener Robbie Patton spoke to the pupils about how to properly plant and care for trees. Following the discussions and acknowledgements, students completed the tree planting by filling in the ground surrounding the tree and helping build a berm to retain water.



CITY OF McALESTER

Proclamation

WHEREAS, The beautification and appearance of our City is critical to the long term dignity and respect of our City; and

WHEREAS, A beautiful and clean City will be a benefit to our citizens, our City, our businesses and prospective citizens and businesses; and

WHEREAS, A beautiful McAlester is a source of Pride and is the responsibility of all citizens; and

WHEREAS, the "Pride In McAlester" organization has been designated as the leadership group for cleaning up our City; and

WHEREAS, McAlester will be participating in the Great American Cleanup™ in Oklahoma;

NOW, THEREFORE, I, Steve Harrison, Mayor of the City of McAlester, The Great State of Oklahoma, do hereby proclaim the months of April and May as:

"Clean Up McAlester Months"

And further designate April 2013 as our initiation month in the "Keep America Beautiful" and "Keep Oklahoma Beautiful" efforts and encourage all citizens, civic organizations, churches, Chamber of Commerce members, McAlester Main Street members, schools and City employees to do their part in supporting this effort.

Signed this 4th day of April, 2013.



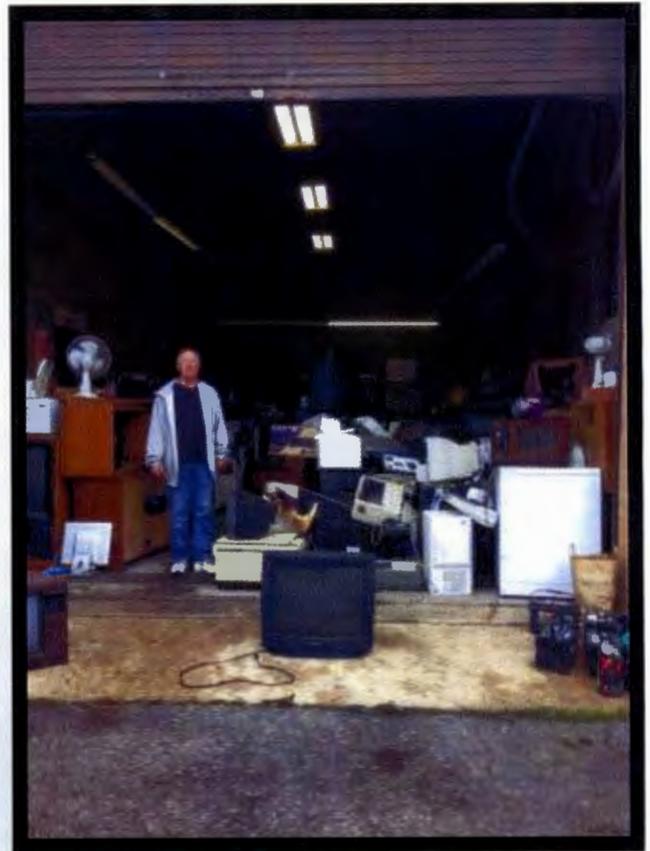

Steve Harrison, Mayor


Cora Middleton, City Clerk

Great American Cleanup™ In Oklahoma Activities

Starting on April 6th, roll-off bins were placed at the Former National Guard Armory Parking Lot and opened to the public for bulk trash disposal, tire recycling, metal recycling, and electronics recycling. This event was available free to McAlester residents every Saturday and Sunday through April 27th. Pride In McAlester worked with the City of McAlester, Allied Waste Services of Alderson, Liberty Tire Recyclers, Yaffe Iron and Metal Corp, E-Waste Collections, the Pittsburg County Sheriff's Department, Neighbors Building Neighborhoods, McAlester Young Professionals, Oklahoma Bureau of Narcotics, Environmental Management, Green Country Shredding, and Resonance Broadband to make the event possible. Thanks to the generosity of Resonance Broadband, wireless internet was provided on site, allowing tracking of participants to occur without the use of paper. On April 27th, the event was expanded to collect paper shredding, household hazardous waste, and prescription drug disposal. 1,953 people in 1,248 vehicles came through the site during the month of April, having worked a total of 1,798 combined hours cleaning up parts of McAlester. 134 on-site volunteers and in-kind employees supported these efforts, putting in 565 combined volunteer hours for the cleanup.





GAC™ Trash & Recyclables Collected:

Bulk Waste & Litter	365,520 pounds
Tires	15,760 pounds
Prescription Drugs	70 pounds
Electronics	39,601 pounds
Paper	6,200 pounds
Metal	34,650 pounds
Brush and Yard Waste	54,580 pounds
Household Hazardous Waste	7,100 pounds
TOTAL WASTE COLLECTED	523,481 POUNDS

2013 Great American Cleanup™

Schedule of Events

All events are free to McAlester residents and will be held at the Former National Guard Armory Parking Lot located at 3rd and Taylor.

April 6th, 7th, 13th, 14th, 20th, 21st

Saturdays 9:00 am – 3:00 pm

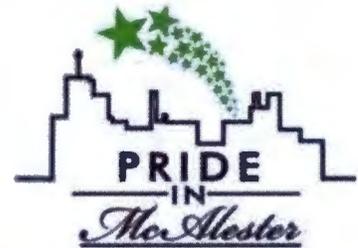
Sundays 12:00 pm – 3:00 pm

Accepting Bulk Trash,

Metal,

Tires, and

Electronics



April 27th

9:00 am – 3:00 pm

Accepting Household Hazardous Waste,

Electronics Recycling,

Prescription Drug Disposal

Paper Shredding,

Bulk Trash,

Metal,

and Tires



No commercial business please.



For information about joining our efforts, please call 918-426-4444 or visit our website at www.prideinmcalester.com.

Look us up on Facebook at www.facebook.com/prideinmcalester



Pride In McAlester 2013 Great American Cleanup™ in Oklahoma

All events are **FREE** to McAlester residents and will be held at the Former National Guard Armory Parking Lot located at 3rd and Taylor

APRIL 6TH, 7TH, 13TH, 14TH, 20TH, 21ST



ACCEPTING BULK TRASH, METAL, TIRES,
AND ELECTRONICS

SATURDAYS 9:00 AM – 3:00 PM

SUNDAYS 12:00 PM – 3:00 PM

SATURDAY, APRIL 27TH, 2013

9:00AM-3:00PM

HOUSEHOLD HAZARDOUS WASTE

PAPER SHREDDING

PRESCRIPTION DRUG DISPOSAL

BULK TRASH

METAL

TIRES

ELECTRONICS



Household Hazardous Waste

ITEMS ACCEPTED:

Motor Fluids
Grease
Auto Batteries
Fluorescent Bulbs
Antifreeze
Flammable Liquids
Pharmaceuticals
Batteries
Pesticides/Herbicides
Oil-based and Enamel
Paints
Household Cleaners
Lawn Care Products
Pool Chemicals
Thermostats/Thermometers
Old Ammunition

ITEMS NOT ACCEPTED:

Latex Paints
Water Based Paints
Lab Waste
Explosives
Mixed Chemicals
Tractor or Off-road
Tires
Compressed Gas
Cylinders
Commercial Waste



Electronics Recycling

**Any items that run on electricity
or batteries.**

Personal Computers
Laptops & Notebooks
CRT Monitors
Flat Screen Monitors
Keyboards & Mice
Printers & Copiers
Toner & Ink Cartridges
Fax Machines
Peripherals & Gadgets
Power Supplies & Chargers
Batteries & UPS Systems
Cables & Wires
Networking Equipment
Servers & Racks

Kitchen Appliances
Refrigerators, Washer/Dryers
Other Appliances (all sizes)
Multi-Media Equipment
Gaming Equipment
CDs & Video Tapes
Digital Cameras
Cell Phones & PDAs
Small electronic devices
TVs
Batteries
Auto Batteries
Fitness Equipment
Medical Equipment

No commercial business please.

For information about joining our efforts, please call 918-426-4444 or visit our website at www.prideinmcalester.com.

High School Auxiliary Earth Day Project

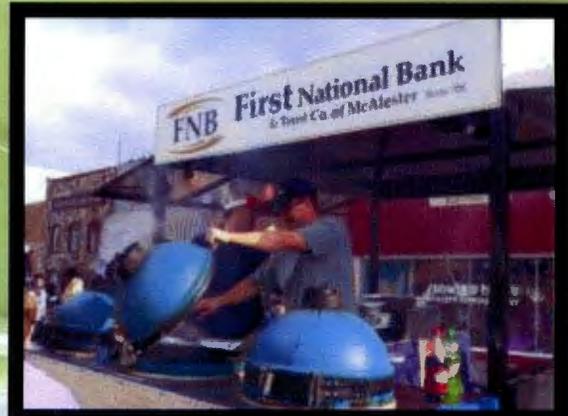


Pride In McAlester High School Auxiliary members Makenna Smith, Chelsie Peckio and Brandon Apala celebrated Earth Day on April 22 by installing a flower bed at McAlester High School. Three Boxwood shrubs and two types of flowers, Azaleas and Phlox, were selected for the bed. The hardy plants were chosen by the students and are expected to withstand Oklahoma's sometimes harsh and unpredictable weather. The flowers and bushes accentuate the school's sign located to the left side of the main entryway on Buffalo Drive. The students worked to remove grass from the area, prepare the soil, put the plants in the ground, lay down weed barrier, cover the area with mulch, and place edging stones.



Downtown Celebration

PIM celebrated the completion of the 2013 Great American Cleanup™ activities in April with the Downtown Celebration. The event was held to honor the efforts put forward by local citizens and volunteers during the cleanup on April 27 at 6 p.m. on Choctaw Avenue in downtown McAlester. Volunteers from First National Bank prepared free food for attendees and RosCo and the Heads performed live music. PIM worked with MCAAP MWR to provide a rock climbing wall and inflatable jumping houses. Snacks such as popcorn, snow cones, cotton candy and soda were available along with activities such as Frisbee Spin Art, face painting, and temporary tattoos in exchange for tickets that were sold for \$1 each. Thanks to a partnership with Neighbors Building Neighborhoods and the Bureau of Narcotics, there was a place to properly dispose of prescription medications at the event and each prescription disposed of at the event earned participants one free ticket.





Neighbors Building Neighborhoods



Promoting positive change





downtown celebration



Saturday, April 27th
6:00pm

Choctaw Avenue
Downtown McAlester

- Frisbee Spin Art
- Rock Climbing Wall
- Inflatable Jumping Houses
- Face Painting
- Temporary Tattoos
- Free Hamburgers & Hotdogs
- Popcorn, Cotton Candy, Snow Cones



Prescription Drug Disposal Will Be Available

Bring your unused prescriptions and receive a free tablet per bottle to use toward snack purchase!



Pepsi Bottling
Company of
McAlester



PIM Gives Student Scholarship

Congratulations to Zachary Dugan, the recipient of the J.T. Collier Memorial Leadership Scholarship.

Dugan received the \$500 scholarship from Pride In McAlester at the Senior Assembly.



PIM Float Takes First Place

Pride In McAlester was represented by a fantastic float in the May 3rd Armed Forces Day Parade.

Created by Jerry Rose, with help from flea market volunteers, PIM's entry was awarded first place in the civic organization division!





During the first half of May 2013, PIM paid for the creation and facilitated the distribution of yard signs to support the passage of City Ordinance 2453 to modify an existing tax to be used towards street improvements.

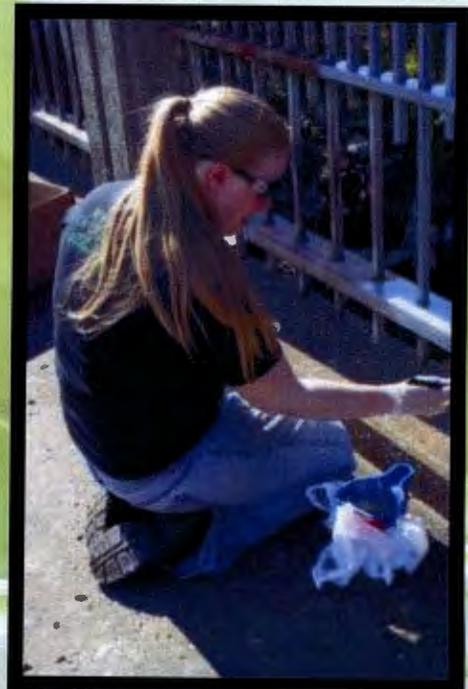
PIM encouraged members and others to vote yes in newsletters, emails, and through social networking sites. PIM believes this funding is a necessary step towards the enhancement and improvement of McAlester.



Washington Street Bridge

On May 11, 2013, twelve PIM volunteers worked painting the historic and well-traveled bridge on West Washington Avenue between A Street and Main Street. The metal detail had become worn and rusted over time and volunteers spent a total of forty-two combined hours applying silver paint to the railings.





May 11th
Community Volunteer Day

Come help us give the Washington Street
Bridge a fresh look!



9 am, Saturday
Choctaw Parking Lot
(Choctaw Ave. and Main St.)



*We will be painting the railings on the bridge,
so don't forget to wear your paint clothes!*



William Gay Early Childhood Center

The playground at William Gay Early Childhood Center was full of stencils and brightly colored paint at the end of Pride In McAlester's Monthly Volunteer Day on June 15. Seventeen volunteers showed up on Saturday to brighten the empty basketball court for the preschoolers and kindergarteners who will attend the school. A large yellow sun was placed in the middle of the court, accompanied by the alphabet and the numbers 0 through 9 painted in various colors. Shapes, animals and other fun pictures lined the edges of the court to give children additional learning tools during playtime. Weathered playground equipment and a storage building also received some coats of paint. A day before the project, PIM Board Member and volunteer Carol Bishop cleaned the work areas on the court using a pressure washer. Pride In McAlester has frequently worked with the local schools during planting and painting activities, along with educational presentation, participation in the outdoor classroom, and support of the PIM High School Auxiliary.





Community Volunteer Day

Come help decorate the playground at William Gay!



William Gay Early Childhood Center

June 15th

9 am

Volunteers will be painting simple art pieces that will encourage kids to play and learn while enhancing the playground's appearance.

The young students will also be able to use sidewalk chalk to add details or draw their own pictures alongside the painted art.

Don't forget to wear your Paint Clothes!

Community Dog Park Project

Plans are in motion for a dog park to be established in McAlester!

At the McAlester School Board Meeting on February 11th, a lease with the City of McAlester was approved for use of land owned by McAlester Public Schools as a dog park. On March 12th, the same lease was approved and accepted by the McAlester City Council. On March 21st a meeting was held at the J.I. Stipe Center in conjunction with the Community Services Division of the City of McAlester. Design, fundraising, and rule committees are now being developed to help complete the project. The Dog Park will help further improve McAlester and give residents a charming place to spend an afternoon with a pet.



Community Meeting

to discuss plans for a dog park.

March 21st

5:30 p.m.

J.I. Stipe Recreation Center

801 N. 9th

Fundraising
Design
Rules

Light refreshments

Sign up sheets for committees

Discussion about a "Name That Dog Park" Contest



For further information,

contact Mel Priddy at (918) 421-4914.



Put your mark on the park...

CHOOSE A NAME FOR THE NEW COMMUNITY DOG PARK!

The Community Dog Park is still without a name. Will you help us?



CONTEST RULES:

- One submission per person.
Each name can only be submitted once. If the name has already been submitted, you will be notified and allowed to submit another suggestion.
- The top 3 submitted names will be chosen by the Dog Park Steering Committee.
The winning name will be chosen by the public through online voting.
- Please do not submit any vulgar or offensive names.
- Members of the Dog Park Steering Committee will not be eligible to win.
- The entrant of the winning submission will receive a \$50 prize.



CONTEST DEADLINE:

The contest will run from May 10th to June 1st.
The deadline for submissions is June 1st at 11:59 p.m.
E-mails must be received before deadline to be considered.



HOW TO ENTER THE CONTEST:

Submit your entry by sending your name suggestion
(with "Dog Park" in the subject line) to
project@prideinmcalester.com

We're listening to your suggestions!



MCALESTER COMMUNITY DOG PARK FUNDRAISER



Community partnerships are important to improving the community we share. The City of McAlester, PAWS, and Pride In McAlester have partnered to establish a dog park in McAlester, Oklahoma.

The work is estimated to cost between \$30,000 and \$35,000. We are asking those that can help contribute to please do so, or to please help find sponsors. This park will benefit the community, as it will give pet owners and their dogs a place to exercise, socialize, and enjoy.



MCALESTER COMMUNITY DOG PARK DONATION FORM

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ E-mail: _____

Make Check/Money Order Payable to and Mail Form to:

(Please specify "Dog Park" in memo line.)

City of McAlester · 801 N. 9th St., McAlester, OK 74501

Check

Money Order



Pride In McAlester Is A Troy-Bilt Essay Winner

Pride In McAlester is one of eight winners of a recent Keep Oklahoma Beautiful™ essay contest. The contest gave Great American Cleanup participants a platform to explain how the lawn care equipment would benefit their projects and communities. TROY-BILT®, a national sponsor of the Great American Cleanup™ (GAC), donated eight pieces of lawn equipment to Keep Oklahoma Beautiful for use during the GAC in Oklahoma for the second consecutive year. The winners, who were selected from statewide entries, all receive either a backpack leaf blower or a string trimmer. PIM received a string trimmer to assist in beautification and cleanup activities.



Pride In McAlester received a string trimmer from TROY-BILT®, a national sponsor of the Great American Cleanup™ after submitting an essay to Keep Oklahoma Beautiful explaining how the equipment will benefit our projects and community! On May 11, 2013, the equipment was used to clear areas in the parking lot at Choctaw Avenue and Main Street. This lot houses both the McAlester Recycling Center and the Farmers' Market and is used daily by citizens.





McAlester Recycling Center

Pride In McAlester continued to educate the McAlester citizens about the various recycling options in the community. Support was also given to the City of McAlester and Kibois Community Action in operating the McAlester Recycling Center and participating in talks about the future of recycling in McAlester. Additionally, PIM helped coordinate the creation and placement of needed signage at the McAlester Recycling Center.



Photo courtesy of the McAlester News-Capital

Recycling Brochures



Pride In McAlester continued to update the McAlester Recycling Center brochure and worked with Public Service Company of Oklahoma for in-kind printing of 1,200 brochures in October.

The brochure not only contains information about recycling through the center, but also other options found throughout town.



McAlester Recycling Center Now Accepting Glass

What kind of glass is accepted?

Clear, Brown, & Green/Blue Glass Jars and Bottles
(remove lids, separate by color, and bag).

What else can I recycle?

#1 & #2 Plastic Bottles (crush and replace cap if possible), Paper, Shredded Paper, Phone Books, Newspaper (bag), Aluminum Cans (bag), Cardboard (flatten), Paperboard (flatten and bag).

Where do I take it?

The McAlester Recycling Center is located at the north end of the Farmers Market Parking Lot at Main Street and Choctaw Avenue. Recyclables can be dropped off anytime; 24 hours a day, 7 days a week.

Why should I recycle?

By recycling, you are helping to create jobs and save natural resources, energy, and landfill space.



For more information visit
www.prideinmcalester.com
or call 918-426-4444.



Look up "McAlester Recycling Center"
on Facebook.



Cooking Oil Recycling Made Available at the PIM Flea Market

Residents of McAlester now have the option of recycling cooking oil from their kitchens at the Pride In McAlester Flea Market. Fryer oil and other cooking grease can clog both private and public sewage lines, causing problems for the residents of our community. Even small amounts of oil can build up over time and be costly to homeowners and the City. To help alleviate this problem, PIM has set up a cooking oil bin to collect and recycle fryer oils free of charge to residents and visitors. Recyclers are encouraged to collect fryer oils in plastic containers (after it has cooled) and to leave the containers next to the recycling bin in the parking lot at the Flea Market. Volunteers will empty the oil into the bin. The bin is accessible during Flea Market hours on Wednesdays, Fridays, and Saturdays from 9:00am to 5:00pm.



Community Recycling

Pride In McAlester offers community recycling during both private and public events in McAlester. PIM provides recycling bins, materials collection, and delivery of recyclables to McAlester Recycling Center for any group requesting this service.



During FY 2012-2013, recycling was provided during the following events:

Culture Fest

Private Wedding Event

Wild West Festival

8th Grade Career & College Expo

EOOSC McAlester College Night

PIM Downtown Celebration

Edmond Doyle Fun Fair

Armed Forces Day Celebration

Locker Cleanouts at McAlester High School

1st National Bank Customer Appreciation Day

Complementary Cardboard Recycling



For new residents of McAlester, or citizens who have recently moved, Pride In McAlester offers a cardboard pickup at no cost. The cardboard collected is recycled through the McAlester Recycling Center. During 2012-2013, 54 cardboard recycling pickups were conducted.

Recycling Bins for City Parks

Pride In McAlester received four recycling bins designed specifically for placement at city parks that were installed by the City of McAlester Parks and Recreation department. The recycling bins are thanks to a grant made possible by Keep America Beautiful and The Coca-Cola Foundation.

PIM received four blue metal outdoor bins that clearly designate them for recycling with round holes labeled "Cans/Bottles." Two of the recycling receptacles were placed at Chadick Park, one at Komar Park and one at Rotary Park. The bins were placed near existing trash cans to help ensure proper use by patrons.

Pride In McAlester was one of 156 local governments, schools, colleges and other community groups nationwide to receive a grant. Recipients were chosen by Keep America Beautiful based on a number of criteria including level of need, recycling experience and the ability of applicants to sustain their program in the future.





Graffiti Grant

Pride In McAlester is a nonprofit organization dedicated to the beautification and enhancement of McAlester. In keeping with our mission, we desire to help business and property owners fight graffiti-related vandalism in our city.

Guidelines

Pride In McAlester will reimburse paint expenses to citizens of McAlester who paint over acts of graffiti vandalism on commercial and private property.

Property owner is responsible for labor, supplies, and equipment necessary to apply the paint to the graffiti affected surface.

Amount of paint reimbursed will be determined by a Pride In McAlester representative. All applications for reimbursement must be approved in advance and payment will not be made until after the painting is completed.

Property must be located within McAlester City Limits.

Definitions

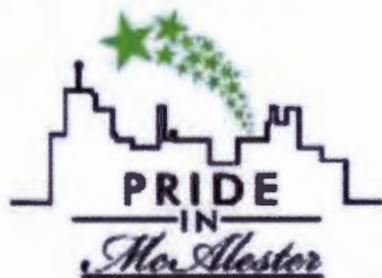
Graffiti: Markings, initials, slogans, or drawings, written or spray-painted on the exterior surface of a structure.

Vandalism: Action involving deliberate destruction of or damage to public or private property.

Contact

For more information about the Pride In McAlester Graffiti Grant, call 918-426-4444 or email pim@prideinmcalester.com.

1 E. CHOCTAW AVE, SUITE 525 • P.O. BOX 583 • MCALESTER, OK 74502
918-426-4444
PIM@PRIDEINMCALESTER.COM
WWW.PRIDEINMCALESTER.COM
WWW.FACEBOOK.COM/PRIDEINMCALESTER



“At Your Leisure” Trash Cleanup



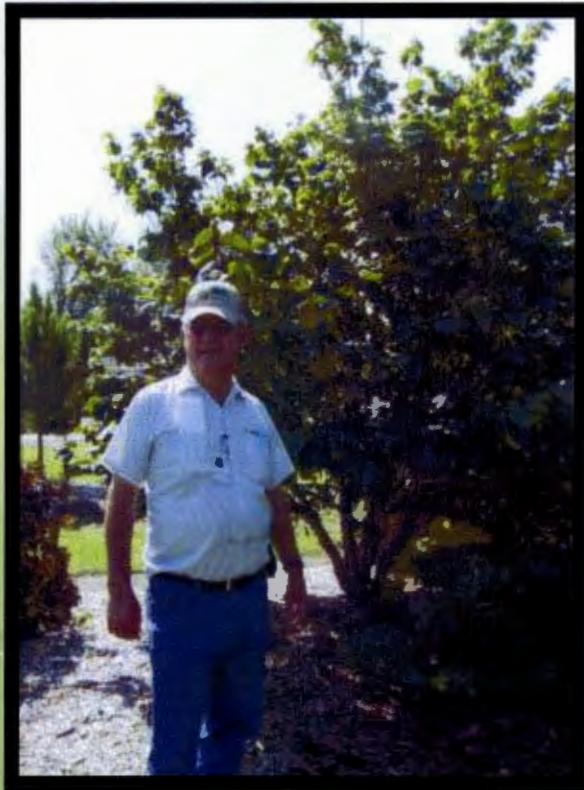
Do you know a group that needs a project? Do you have friends, family, or neighbors who'd like to help improve our community? Are you just tired of seeing litter up and down your street? If so, Pride In McAlester encourages you to host an “At Your Leisure” Trash Cleanup Event.

Here is how it works:

1. Pledge to help keep McAlester beautiful by identifying a section of street you are willing to clean up.
2. Email or call Pride In McAlester at pim@prideinmcalester.com or 918-426-4444, and someone will deliver trash bags and trash grabbers for you to use.
3. Talk to your friends, neighbors, coworkers, and family members to get help for your cleanup.
4. At your leisure, head out to pick up trash on your section of street, separating recyclable materials as you go.
5. Drop off your recyclables at the McAlester Recycling Center (across from the Farmer's Market in the Choctaw Parking Lot).
6. Email or call Pride In McAlester to pick up the trash grabbers and leftover trash bags.
7. Feel good about helping to clean up and keep up McAlester!

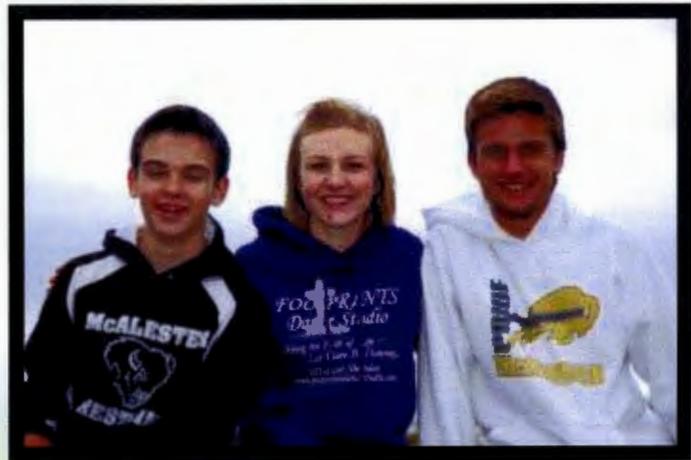
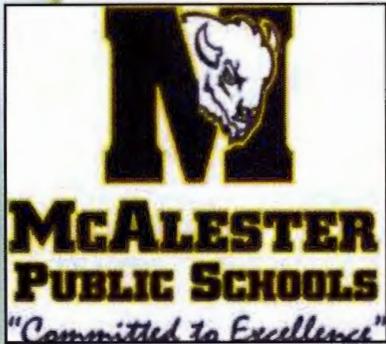
PIM Honors City Retiree

Pride In McAlester presented Glen Kerns, longtime City of McAlester employee, with a Special Recognition Award on August 31, 2012. During Mr. Kerns's forty-four year career, he dedicated most of his time to making McAlester a cleaner, healthier, and more beautiful place through the various parks, public right-of-ways, and the establishment of the McAlester Arboretum. Glen Kerns has a true passion for the care and maintenance of our beautiful city, and we wish him the best during his retirement.



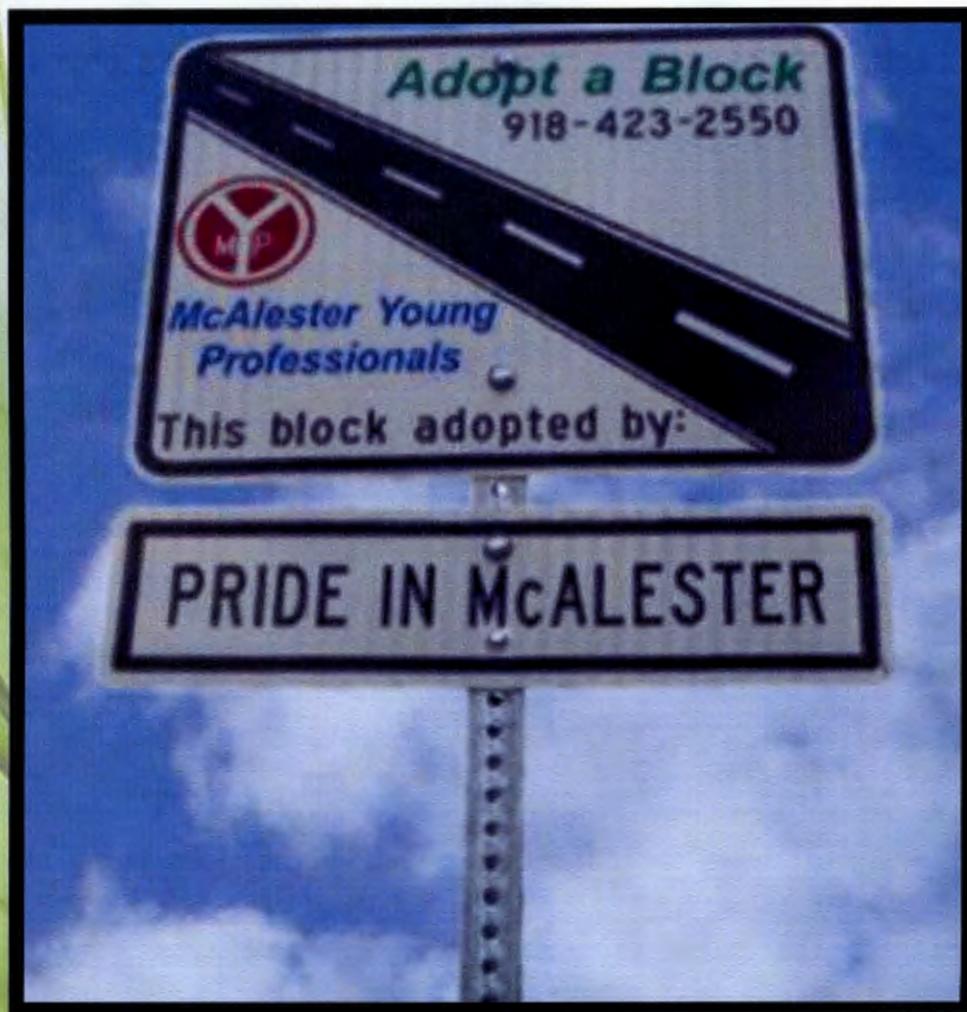
Pride in McAlester Continues High School Auxiliary

The 2012-2013 McAlester High School Auxiliary was headed by students Makenna Smith, Zachary Dugan, and Brandon Apala. These leaders engaged school-aged members of PIM and planned, implemented, and celebrated many projects including litter pickups, beautification, competitions and planting activities.



PIM Adopts A Block

Pride In McAlester is participating in the McAlester Young Professionals Adopt-A-Block project. Under this program, the adopting organization agrees to pick up litter at least once every twelve weeks along a designated portion of roadway in McAlester. PIM has taken responsibility for the east side of Strong Avenue between Polk and Electric Avenue.



Cleanup Funding for OKLA Theater



The Oklahoma Department of Environmental Quality has awarded a \$200,000 Brownfields Revolving Loan Fund cleanup grant to The Ardeneum of Oklahoma Charitable and Educational Foundation, Inc. The nonprofit will use the funding for the abatement of asbestos and lead-based paint within the historic OKLA Theater located in McAlester, Oklahoma. The restoration of the OKLA Theater is a cooperative effort between the Ardeneum of Oklahoma, Pride In McAlester, and McAlester Main Street. Once the asbestos and lead-based paint are safely removed, a full-scale fundraising effort will begin to facilitate the restoration of the historic building as a non-profit community center for the residents of McAlester and Southeastern Oklahoma. A ceremony will be held in early October to celebrate The Ardeneum of Oklahoma Charitable and Educational Foundation, Inc. being awarded the Brownfields Grant. For more information on DEQ's Brownfields Program, visit www.deq.state.ok.us/lpdnew/brownfindex.html.



FROM PAGE ONE

Every strong community has a strong downtown and the restoration of the OKLA theater can be an economic catalyst for the greater McAlester community." Karl Scifres, a member of OKLA steering committee. "Numerous cities across Oklahoma and the nation have seen revitalized areas due to restored historic theaters and we want to see McAlester enjoy this same success."

A ceremony is planned in early October to celebrate the Ardeneum of Oklahoma Charitable and Educational Foundation Inc. being awarded the grant.

Contact MJ Brickley by email at mjbrickley@journalist.com.

abate the asbestos and remove the lead-based paint will allow the building a chance to be a viable and important part of McAlester's historic downtown. The restoration of the historic building as a non-profit community center for the residents of McAlester and southeastern Oklahoma, according to Shaffer.

DEQ Holds Granting Ceremony

The Oklahoma Department of Environmental Quality held a Granting Ceremony for the OKLA Theater Cleanup project on October 2nd at The Meeting Place. Attendees heard comments from Steve Thompson, Executive Director of the Oklahoma DEQ; Richard Lerblance, Oklahoma District 7 Senator; Donnie Condit, Oklahoma District 18 Representative; Brian Renegar, Oklahoma District 17 Representative; Dr. Bert Thomas, President of the Ardeneum Charitable and Educational Foundation; and Mary Kemp, EPA Region Six Brownfields Coordinator. Members of the Ardeneum Board of Directors and the OKLA Steering Committee accepted an oversized check representing the funds the Oklahoma DEQ has committed to the project.



Historic theater to be restored

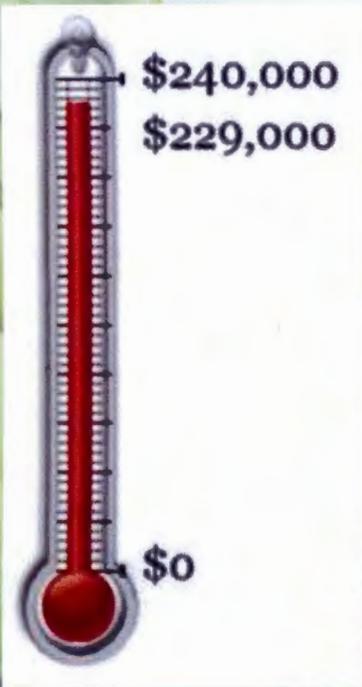
By M.J. BRONKHORST
STAFF WRITER

The Department of Environmental Quality awarded the Ardeneum of Oklahoma Charitable and Educational Foundation Inc. a \$200,000 Brownfields Revolving Loan for the abatement of asbestos and lead-based paint within the historic OKLA Theater.

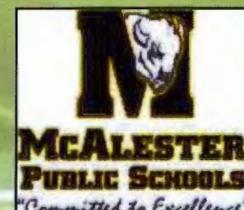
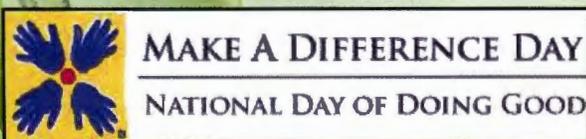
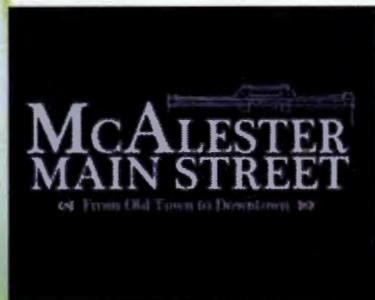
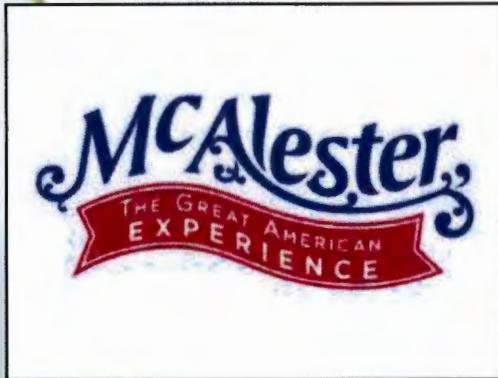
A Brownfields ceremony was held at The Meeting Place on Cheyenne Avenue in downtown McAlester only a partial block away from the OKLA Theater at 2 p.m. on Tuesday.

The restoration of the OKLA Theater is a cooperative effort between the Ardeneum of Oklahoma, Pride in McAlester and the McAlester Main Street Group.

The opening remarks were given by Steven A. Thompson, executive director of DEQ.



Community Events and Partnerships



Community Presentations

October 2012: Lion's Club of McAlester, Beta Iota

November 2012: McAlester Young Professionals

March 2013: Casual Gourmet

April 2013: Local Service Coalition, Lion's Club of McAlester, Rotary Club of McAlester, Edmond Doyle Elementary, Will Rogers Elementary, Emerson Elementary, Parker Intermediate, Key Academy

May 2013: McAlester School Board

Awards and Recognition

McAlester Chamber of Commerce Small Business Spotlight for October 2012.

Devon Great American Cleanup™ in Oklahoma Achievement Award during Keep Oklahoma Beautiful Environmental Excellence Awards, November 2012.

2012 Recycling Non-Profit Award during America Recycles Day Banquet, November 2012.

Second Place in McAlester Christmas Parade for Holiday Recycling Float, December 2012.

Executive Director Stephanie Giacomo was awarded as Young Professional of the Year from the McAlester Area Chamber of Commerce and Agriculture during their annual banquet in February 2013.

First Place Civic Organization in the Armed Forces Day Parade, May 2013.

Professional Development and Conferences

Keep Oklahoma Beautiful Affiliate Forum, July 2012

Oklahoma Recycling Association Seminar, October 2012

National Brownfield Association's Building Sustainable Communities Workshop, January 2013

Oklahoma Center for Nonprofits Board Best Practices Workshop, March 2013

Pride In McAlester

OBJECTIVE: Maintain and grow the Pride In McAlester Organization.

✓ GOAL: Continue to build volunteer base.

✓ GOAL: Continue to raise funds for programs through operation of the Flea Market, Memberships, and Donations.

✓ GOAL: Continue to host Annual Awards Banquet and award members for outstanding service.

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

✓ GOAL: Continue to have regular interviews and public service announcements on McAlester Radio.

✓ GOAL: Continue to work with the McAlester News-Capital, the Bargain Journal, and other print news media.

✓ GOAL: Continue to promote PIM events and initiatives via social media and email.

✓ GOAL: Continue to give presentations at various civic organizations, businesses, and other groups as available.

✓ GOAL: Continue to prepare and distribute Pride In McAlester brochures.

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

✓ GOAL: Continue to give presentations at area elementary schools.

✓ GOAL: Continue to support and grow Pride In McAlester High School Auxiliary.

✗ GOAL: Continue to participate in MPS Outdoor Classroom. (Event canceled by MPS due to rain.)

✓ GOAL: Continue to coordinate, participate in, and support locker cleanouts at appropriate MPS locations.

✓ GOAL: Continue to 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 volunteer work days to address and complete painting and other improvements in community areas.
- ✓ **GOAL:** Work towards improvement and installation of public art installations.
- ✓ **GOAL:** Continue to award “Extra Mile Awards” to local businesses and individuals for outstanding efforts in beautifying the community. (Awards voted on by board of directors, but have not been awarded to property owners due to scheduling conflicts, these awards will be given in the beginning of 2013-2014 FY)

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:** Continue to work with the City of McAlester, Kibois Community Action, and other area resources to expand and improve the McAlester Recycling Center.
- ✓ **GOAL:** Explore and investigate additional recycling avenues in the community.
- ✓ **GOAL:** Continue to offer complementary cardboard pickup to new residents.
- ✓ **GOAL:** Continue to offer recycling at community events, as available.

OBJECTIVE: Continue to work towards a cleaner McAlester.

- ✓ **GOAL:** Continue to host Fall Cleanup.
- ✓ **GOAL:** Continue to host Spring Cleanup including Household Hazardous Waste, Electronics Recycling, Paper Shredding, and Prescription Drug Disposal
- ✓ **GOAL:** Begin Community Work Days with 50% including litter disposal and prevention.
- ✓ **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:** Continue to 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:** Continue collaboration with the Ardeneum of Oklahoma Historical and Educational Organization and McAlester Main Street to progress restoration of the OKLA Theater.

✓ **GOAL:** Begin 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:** Continue the promotion of America Recycles Day.

✓ **GOAL:** Continue to carry out Great American Cleanup activities.

✓ **GOAL:** Begin promotion of National Planting Day.

✓ **GOAL:** Continue to conduct a Holiday Recycling Drive.

✓ **GOAL:** Continue to 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.

✓ **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.



McAlester City Council

AGENDA REPORT

Meeting Date: July 23, 2013 Item Number: 1
Department: Tourism/Expo
Prepared By: Jerry Lynn Wilson Account Code: _____
Date Prepared: July 10, 2013 Budgeted Amount: _____
Exhibits: 2

Subject

Consider, and act upon, a request by Eastern Oklahoma State College to partner with them for the rental fee for the use of the Expo Center on October 23rd & 24th, 2013 for the 7th Annual Career and College Tour.

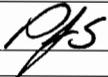
Recommendation

Consider approving this partnership request in the amount of \$1,815.00.

Discussion

The Southeast EXPO Center Rental Policy and Procedures, which was adopted by the McAlester City Council on January 8, 2008 via Resolution No. 08-04. Clause 13 of the Rules and Regulations states: "WAIVER OF RENTAL FEES – The City of McAlester will not waive any rental fees to any organizations. The City will consider partnering with organizations for educational and economic development projects if the project is open to the residents of the City of McAlester and no fee is charged to the residents of the City of McAlester. Any request for partnering must be made to the City of McAlester."

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	JLW	7/10/13
City Manager	P. Stasiak 	7/15/13

City of McAlester

RE: Southeast Expo Center

I am writing to request a partnership for the use of the Southeast Expo Center on October 23rd for set-up and October 24th for the 7th Annual Career and College Tour. We are requesting the use of room 101/103, the Mezzanine and Expo Hall. As you are aware, this annual event has been held at the Expo Center for the past 6 years.

The Career and College Tour takes a hands-on approach to exposing our youth to opportunities as they start planning their futures and preparing for life after high school. The event brings members of business, industry, institutional and professional communities together to present interactive exhibits for area students.

The group has worked diligently over the years to grow and build a program specifically designed for eighth grade students. The career fair started to help bridge the career connection between schools and the workplace. Over the years, **the number of students involved has grown to over 1,200!** In addition, business exhibitors now include over 100 partners from across the state. Business, industry, and education see the true value in the program.

With budgetary cutbacks, events like the Career & College Tour are becoming much harder to sustain. The monetary cost of the event has grown to almost \$20,000 annually; however, the lifelong skills students receive continue to make it a valuable investment for the community. With the number of students we reach, I know you will understand the worth and timeliness of supporting the cause.

Thank you for your consideration of this matter. If you need any further information, please do not hesitate to contact me.

Dr. Janet Wansick
Dean, McAlester Campus
Eastern Oklahoma State College
(918) 302- 3617
jwansick@eosc.edu

City of McAlester

"Southeast EXPO Center"

4500 W. Highway 270
McAlester, OK 74502

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

Partnership Request

Date of Request: July 10, 2013

Name: Dr. Janet Wansick
Organization: Eastern Oklahoma State College
McAlester, OK 74501
Phone #: 918/302-3617

Date of Event: October 24th, 2013 and set up day of October 23rd, 2013
Description of Event: 7th Annual Career and College Tour
Description & Rate of Scheduled Room: **Expo Hall** (2 day) \$1,500.00
Room 103 (1 day) \$315.00

TOTAL OF REQUEST \$1,815.00

APPROVED PARTNERSHIPS

2013/14 APPROVED PARTNERSHIP BUDGET AMOUNT: \$15,000.00

APPROVED PARTNERSHIP TOTAL AMOUNT FOR 2013/14 BUDGET YEAR TO DATE: \$-0-

Approved Groups	Requested Date	Event Date/s	Amount
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McAlester City Council

AGENDA REPORT

Meeting Date: July 23, 2013 Item Number: 2
Department: Finance
Prepared By: Toni Ervin Account Code: _____
Date Prepared: July 16, 2013 Budgeted Amount: _____
Exhibits: 1

Subject

Consider, and act upon, an Ordinance amending Ordinance No. 2467 which established the budget for fiscal year 2013-2014; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency.

Recommendation

Motion to approve the budget amendment ordinance.

Discussion

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

See attached.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	T. Ervin	7/16/2013
City Manager	P. Stasiak <i>PJS</i>	7/16/2013

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2467 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2013-14; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

WHEREAS, the City Council heretofore adopted Ordinance No. 2467 setting forth the Budget for Fiscal Year 2013-2014 beginning July 1, 2013 and ending June 30, 2014; 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 2013-2014 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 2013-2014 Budget of the City of McAlester, Oklahoma, as heretofore adopted by Ordinance, as summarized in Exhibit A-1, 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 2013-2014 Budget.

SECTION 2: All portions of the existing FY 2013-2014 Budget, Ordinance No. 2467 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 23rd day of July, 2013.

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

By _____
Steve Harrison, Mayor

ATTEST:

Cora Middleton, City Clerk

Approved as to form and legality this 23rd day of July, 2013.

William J. Ervin, City Attorney

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)

After conducting our research, we find that there are three different types of impact you must evaluate to determine whether or not a festival is a good investment: Economic, Social and Historical

Economic

Here is what we know. Economists have yet to come up with a way to efficiently evaluate a universal festival financial impact. This is due to the infinite variations from festival to festival.

We are currently talking to Oklahoma City University to do an economic impact study on our festival this year.

There are a few economic festivals that have been studied and you can access these studies through Google. The problem is finding a study that accurately communicates results McAlester can expect. Primarily, this is the case because of festival size, geographic location and events at the festival.

One of the studies we have found that can provide some insight to what kind of impact the Wild West Festival will bring.

During the first year of the *Light in Winter Festival* in Ithaca, New York, attendance peaked at just over 5,000 people (approximately the same number of last year's Wild West Festival attendees). The economic impact, which was calculated based on sales tax, a comparison of year-to-year gross spending and gas sales and tax, and hotel sales, was more than \$200,000.

Admittedly, the *Light in Winter Festival* is not a clone of The Wild West Festival. However, it does highlight one important thing, the potential of large gains in spite of smaller attendance.

According to the National Tourism Database, one out of five American adults visits at least one festival each year. Thirty-one percent visit music festivals, 23 percent visit heritage and historical based festivals. The rest are split between state, county fairs and agricultural festivals. The Wild West Festival has the potential to attract both music fans and history buffs.

However, we need support from the city. We will never be able to raise enough money to provide sufficient entertainment, necessary infrastructure and promote the event without the city's help.

Tourism is One of America's largest industries (USTRavel.org 2010 data)

- Generated **\$1.8 trillion** in ECONOMIC IMPACT with \$759 billion spent directly by domestic and international travelers that spurred an additional \$1 trillion in other industries.
- Directly generated **\$118 billion** in TAX REVENUE for local, state and federal governments.
- Each household would pay **\$1,000 MORE IN TAXES** without the tax revenue generated by the travel and tourism industry.
- Direct spending by resident and international travelers in the U.S. average **\$2 billion** per day, **\$86.6 million** an hour, **\$1.4 million** a minute, and **\$24,000** a second.

Outside of the direct financial benefits of tourism, the festival gives people an attractive view of McAlester. This could potentially lead to more visits to the area and possibly people moving here. Now I am not saying people will move to McAlester because of one festival, but the festival does offer another positive view of the area.

Social

Anytime people try to do something new, people tend to ask “What was wrong with how we did it last time?”

The simple answer is nothing. However, we don’t want to stand still, we want to be progressive and bring more people to the area to enjoy Old Town McAlester. We want to continually improve.

Last year, as I stated, we estimated 5,000 people to have attended. That was during a rainy day that was overshadowed by the possibility of tornadoes. We think that this number can be doubled.

The Wild West Festival will offer many events like the Old Town Ice Cream Social, the Lil’ Buckaroo Skittles Dash, the Wild Color Stampede 5k, a kid’s zone and an interactive lumberjack show that is designed to increase social activities among residents and tourists alike. These events are important to get people and families to come out and socialize with one another.

For years, the prison rodeo was a huge draw for the City of McAlester. It’s gone now, and unfortunately, it isn’t coming back. However, today, we have an opportunity to build a bigger, better festival that revolves around the history of our town.

Also, this festival is going to provide local entertainment to the residents of McAlester. On October 5, people will be able to stay in their local community with their friends and families and enjoy great music and entertainment. This type of involvement makes people feel good about where they are at and keeps residents and their money here.

As a community, we often push the phrase “shop local, ” and the Wild West Festival will definitely promote that, however, we also want to “entertain local.” For one Saturday in October, we want people to be able to have a good time without having to leave the area.

Historical

The Wild West Festival not only has potential for positively impacting the economy, but it also has a chance to teach a new generation about the heritage of McAlester.

The Wild West Festival has many family-friendly opportunities. These opportunities will give us a chance to inform younger residents about how the town began and the colorful characters that were involved in founding our great city.

2012 Wild West Festival Financial Results

INCOME

Donations	1,700.00
Wild Color Stampede	2,200.00
Vendor Fees	800
Fundraising	1,685.00
Total	\$6,385.00

EXPENSES

Lumber Jacks	\$4,500.00
John Wayne Impersonator	900.00
Band	500.00
Printing	455.00
Postage	160.00
Advertising (print & radio)	1,240.00
Fundraising Expenses (food costs)	285.00
Band Stand (MCCAP)	275.00
Electrical Work	375.00
Tent Rentals (2)	775.00
Sound System Rental	275.00
Total	\$9,740.00

(\$3,355.00)

The 2012 Shortfall was paid for through Old Town Association Membership Dues and by some members of the Old Town Association

Wild West Festival



WILD COLOR STAMPEDE

KID'S ZONE

GREAT FOOD

LIVE SHOOTOUTS

LUMBERJACKS

LIVE MUSIC

AND MUCH MORE!



October 5th, 2013



McAlester City Council

AGENDA REPORT

Meeting Date: July 23, 2013 Item Number: 4
Department: Finance
Prepared By: Toni Ervin Account Code: _____
Date Prepared: July 16, 2013 Budgeted Amount: _____
Exhibits: 1

Subject

Consider, and act upon, Resolution 11-10, establishing a Retail Sales Tax Incentive Program for McAlester Main Street District Businesses and Choctaw Corridor and authorizing the payment of the rebate.

Recommendation

Staff recommends motion to authorize payment of the rebate.

Discussion

This agenda item is to meet the criteria required by Section 4 of the Resolution:

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

See attached Certificate.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	T. Ervin	07/16/13
City Manager	P. Stasiak 	07/16/13



Certificate

Award of Rebate

To Whistle Stop Bistro for \$1,631

Retail Sales Tax Incentive Program for Main Street District and Choctaw Corridor

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

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

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

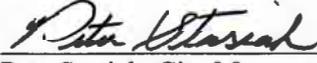
WHEREAS, the City of McAlester recognizes that most Main Street district businesses are locally-owned and that money spent at locally-owned businesses, on average, re-circulates through the local economy more times than money spent at national chain stores;

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

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

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

The City Manager and Chief Financial Officer certify in writing that the above listed business is in compliance with all applicable requirements and the correct calculation of the amount to be rebated. Whereupon the council, by majority vote, authorizes payment of the rebate.



Pete Stasiak, City Manager



Toni Ervin, Chief Financial Officer

Steve Harrison, Mayor

Retail Sales Tax Incentive for Main Street Districts and Choctaw

McAlester, Oklahoma



Temporary Sales Tax Rebate Program Application for:

- New Businesses
- Existing Businesses
- Relocating Businesses

August 2013

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RESOLUTION NO. _____

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

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

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

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

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

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

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

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

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

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

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

SECTION 3: That prior to acceptance of a business as a participant in the Sales Tax Rebate Program, the City Manager and Chief Financial Officer will certify in writing the applicants' compliance with all application requirements. Whereupon the council, by majority vote, may accept the business as a participant.

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

SECTION 5: That applicants may request entry into the program effective as of the beginning of any calendar month beginning August 1, 2013 through July 31, 2014, after which time no new applicants will be accepted unless this resolution is extended by action of the City Council.

PASSED and **APPROVED** at the regular meeting of the City Council of the City of McAlester, Oklahoma, and duly signed by the Mayor this 23rd day of July, 2013.

CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

By _____
Steve Harrison, Mayor

ATTEST:

Cora Middleton, City Clerk

Approved as to form and legality on the 23rd day of July, 2013.

By _____
William J. Ervin, City Attorney

EXHIBIT "A"

TEMPORARY SALES TAX REBATE PROGRAM

A portion of the City of McAlester's share of non-dedicated sales tax will be temporarily rebated to qualifying businesses located in the City's Main Street districts, being those two districts currently defined in the McAlester Main Street program and specifically including the Choctaw Avenue Commercial Corridor, which is hereby defined as the area encompassed within the following boundaries:

- West to east: East Choctaw Avenue beginning in the Choctaw Downtown Parking Lot and proceeding continuously up to and including 700 East Carl Albert Parkway.
- North to south: the north side of the alley directly north of East Choctaw Avenue to the south side of the alley directly south of East Choctaw Avenue.

The following are the current McAlester Main Street program boundaries as listed in the McAlester Main Street Association Bylaws:

- Downtown includes the area defined by: west side of Main Street from Chickasaw to Carl Albert, north side of Carl Albert from Main Street to 5th Street, east side of 5th Street to Choctaw, south side of Choctaw from 5th Street to 3rd Street, east side of 3rd Street from Choctaw to Chickasaw, south side of Chickasaw from 3rd Street to west side of Main Street.
- Old Town includes the area defined by: east and west side of Main Street from 2600 North Main Street to the south side of East Smith.

A business is officially enrolled in the program on the first day of the first month following approval of its application materials. The business then remains in the program for 2 years from that date (e.g. August 1, 2013 to July 31, 2015). Businesses can apply to participate in the program starting August 1, 2013 and continuing through July 31, 2014, after which no new applications will be accepted.

Only businesses that in whole or in majority part provide sales of goods and/or services subject to general sales tax will be eligible to participate in the program. In addition, each business must meet the eligibility criteria for its corresponding category as outlined below:

New Business: New retail businesses that locate within the Main Street districts may apply for a sales tax rebate from the City of McAlester. Such rebate will consist of a 50% rebate of all non-dedicated City sales tax collected by said business during its first full year of operation. The rebate will reduce to 25% of all non-dedicated City sales tax collected by said business for its second full year of operation. The rebate for a new business shall not in any given year exceed \$12,500. For a business to participate in the program as a new business, the business must meet each of the following criteria:

- The business must generate a minimum of \$50,000 in annual taxable sales.
- The business must not have been established at any other location within the City limits of the City of McAlester prior to August 1, 2013. The sole exceptions are: (a) businesses which immediately prior to moving to a Main Street district location had operated as home-based businesses; and (b) additional locations of businesses currently operating in the City of McAlester. Additional locations will only be eligible to receive a rebate if the other location(s) remains in operation throughout the program's duration.
- First-time business owners must attend McAlester Main Street's Small Business Workshop on small business ownership. Experienced business owners are encouraged to attend.

Exhibit "A" continued on the next page...

For Relocating and Existing Businesses that are accepted into the program, the rebate for both years

will be calculated using the baseline figure on the application, figured from the previous 12 months sales tax remittance. If a business was closed for part of the 12 months or has been in business less than 12 months, then the base rate of the months available will be used.

Relocating Business: Businesses that are currently operating within the City limits of the City of McAlester prior and choose to relocate from outside the Main Street districts or the Choctaw Commercial Corridor to a location within the Main Street districts or the Choctaw Avenue Commercial Corridor may apply for a sales tax rebate from the City of McAlester. The rebate will apply only to the portion of taxable retail sales in excess of the business' preceding 12 months taxable sales. Such rebate will consist of a 50% rebate of the increase in non-dedicated City sales tax collected by the business for the first year and will be reduced to a 25% rebate of the increase over the first year in non-dedicated City sales tax collected by the business for the second year. The rebate for a relocating business shall not in any given year exceed \$12,500. For a relocating business to be eligible to participate in the program, the business must meet each of the following criteria:

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

Existing Business: Existing businesses already located in the Main Street districts or the Choctaw Commercial Corridor may apply for a sales tax rebate from the City of McAlester. The rebate will apply only to the portion of taxable retail sales in excess of the business' preceding 12 months taxable sales. Such rebate will consist of a 50% rebate of the increase in non-dedicated City sales tax collected by the business for the first year and will be reduced to a 25% rebate of the increase over the first year in non-dedicated City sales tax collected by the business for the second year. The rebate for an existing business shall not in any given year exceed \$12,500. For an existing business to be eligible to participate in the program, the business must meet the following criteria:

- The business must generate a minimum of \$50,000 in annual taxable sales.

AND one of the following criteria:

- The business must expand its interior floor space by at least 25% during the 12 month period following its application.
- The business must create at least 1 full time job during the 12 month period following its application. To qualify through job creation, the job created must provide an average wage for a retail position in the City of McAlester.
- The business must make an investment of at least \$5,000 in interior renovations, streetscaping, or facade improvements during the 12 month period following its application.
- The business must commit to participating in the McAlester Main Street Expanded Business Hours Program as outlined in the application.

APPLICATION & REBATE REQUEST INSTRUCTIONS

1. Complete and submit an application to the City manager. If you are a first-time business owner, you must enroll in McAlester Main Street's Small Business Workshop before applying.
2. The City manager will submit the application to the City council for approval.
3. Complete and submit rebate requests with required attachments within 90 days of the 12 and 24 month anniversaries of acceptance into program.

To submit a rebate request, contact the City manager to schedule a review appointment:

City Manager Pete Stasiak
City of McAlester
P.O. Box 578
McAlester, OK 74501
(918) 423-9300

It is highly recommended that you contact McAlester Main Street at (918) 423-8888 or mcalestermainst@att.net for assistance in completing the application before scheduling a review appointment.

4. The City manager will submit the rebate request to the City council within 90 days of submission of completed and verified rebate requests. Missing or incorrect information will delay presentation to City council.



APPLICATION

Retail Sales Tax Incentive for Main Street Districts and Choctaw Commercial Corridor

Gray areas are for City use only.

Application Number:	Department:
Acc. Function:	Date:
Name:	Address:
Business Name*:	City/State:
Mail Rebate to Address:	City/State:

*Rebates will only be paid to the business name on the approved application.

Sales Tax Account Information

Sales Tax Permit Number:
Effective/Expiration Date: / / - / /

I am making application for the Temporary Sales Tax Rebate as a:

New Business

First Time Business Owner? Yes No

If yes, attach proof of enrollment in McAlester Main Street's Small Business Workshop, which must be completed within in three months of acceptance into the program.

Relocating Business

Existing Business

Application Agreement

I understand that I am responsible for providing all information requested in this application and all information requested in the rebate request. I further understand that I must provide any additional information requested by the City manager for presentation to the City council for the rebate. I further understand that I may seek assistance from McAlester Main Street to complete this application and the rebate request and that upon completion of the rebate request, I must schedule a review appointment with the City Manager to submit rebate request. I further understand that rebate requests must be submitted within 90 days of the 12 and 24 month anniversaries of acceptance into program.

Signatures

Authorized Signature:	Date:
Authorized Approved Signature	Date:

City of McAlester • 28 E. Washington Ave. • P.O. Box 578 • McAlester, OK 74502 • (918) 423-9300

McAlester Main Street • 215 E. Choctaw Ave, Ste. 112 • McAlester, OK 74501 • (918) 423-8888



NEW BUSINESS REBATE REQUEST

Retail Sales Tax Incentive for Main Street Districts and Choctaw Commercial Corridor

Gray areas are for City use only.

Application Number:	Department:
Acc. Function:	Date:
Name:	Address:
Business Name*:	City/State:
Mail Rebate to Address:	City/State:

*Rebates will only be paid to the business name on the approved application.

Sales Tax Account Information

Sales Tax Permit Number:
Effective/Expiration Date: / / - / /

Year 1 (50%) Year 2 (25%)

The rebate will consist of a 50% rebate of all non-dedicated City sales tax collected by said business during its first full year of operation. The rebate will reduce to 25% of all non-dedicated City sales tax collected by said business for its second full year of operation. The rebate for a new business shall not in any given year exceed \$12,500.

Checklist

First Time Business Owner? Yes No

If yes, attach proof of enrollment in McAlester Main Street's Small Business Workshop, which must be completed within in three months of acceptance into the program.

A copy of Sales Tax Certificate showing the business address located in or having property lines touching the Main Street districts of the Choctaw Commercial Corridor

A copy of Oklahoma Business Registration Application corresponding to Sales Tax Permit
(See <http://www.tax.ok.gov/forms/busregpk.pdf>.)

Previous 12 months sales tax reports with confirmations from OTC corresponding to the sales tax reports, proving minimum annual sales of \$50,000

Dates: / - /				
Month	Month	Month	Month	
Month	Month	Month	Month	
Month	Month	Month	Month	Verified:
Total Eligible for Rebate Calculation:			Total Sales Tax Paid	Verified Initials

Signatures

Requesting Signature:	Date:
Rebate Request Approved for Submission to City Council Signature: (City manager)	Date:

City of McAlester • 28 E. Washington Ave. • P.O. Box 578 • McAlester, OK 74502 • (918) 423-9300

McAlester Main Street • 215 E. Choctaw Ave, Ste. 112 • McAlester, OK 74501 • (918) 423-8888



RELOCATING BUSINESS REBATE REQUEST

Retail Sales Tax Incentive for Main Street Districts and Choctaw Commercial Corridor

Gray areas are for City use only.

Application Number:	Department:
Acc. Function:	Date:
Name:	Address:
Business Name*:	City/State:
Mail Rebate to Address:	City/State:

*Rebates will only be paid to the business name on the approved application.

Sales Tax Account Information

Sales Tax Permit Number:
Effective/Expiration Date: / / - / /

Year 1 (50%) **Year 2 (25%)**

The rebate will apply only to the portion of taxable retail sales in excess of the business' preceding 12 months taxable sales. Such rebate will consist of a 50% rebate of the increase in non-dedicated City sales tax collected by the business for the first year and will be reduced to a 25% rebate of the increase over the first year in non-dedicated City sales tax collected by the business for the second year. The rebate for a relocating business shall not in any given year exceed \$12,500.

Checklist

- Attach a copy of Sales Tax Certificate showing the business address located in or having property lines touching the Main Street districts of the Choctaw Commercial Corridor
- Attach the previous 12 months sales tax reports with confirmations from OTC corresponding to the sales tax reports, proving minimum annual sales of \$50,000
- Attach proof of one of the following:
 - Expanded floor space by at least 25% (Provide floor plans with previous and current square footage.)
 - Hired 1 full time employee (Provide payroll register showing hours and rates.)

Dates: / - /				
Month	Month	Month	Month	
Month	Month	Month	Month	
Month	Month	Month	Month	Verified:
Total for Previous Year:			Total Sales Tax Paid	Verified Initials

Dates: / - /				
Month	Month	Month	Month	
Month	Month	Month	Month	
Month	Month	Month	Month	Verified:
Total for Current Year:			Total Sales Tax Paid	Verified Initials

Signatures

Requesting Signature:	Date:
Rebate Request Approved for Submission to City Council Signature: (City manager)	Date:

City of McAlester • 28 E. Washington Ave. • P.O. Box 578 • McAlester, OK 74502 • (918) 423-9300

McAlester Main Street • 215 E. Choctaw Ave, Ste. 112 • McAlester, OK 74501 • (918) 423-8888



EXISTING BUSINESS REBATE REQUEST

Retail Sales Tax Incentive for Main Street Districts and Choctaw Commercial Corridor

Gray areas are for City use only.

Application Number:	Department:
Acc. Function:	Date:
Name:	Address:
Business Name*:	City/State:
Mail Rebate to Address:	City/State:

*Rebates will only be paid to the business name on the approved application.

Sales Tax Account Information

Sales Tax Permit Number:
Effective/Expiration Date: / / - / /

Year 1 (50%) **Year 2 (25%)**

The rebate will apply only to the portion of taxable retail sales in excess of the business' preceding 12 months taxable sales. Such rebate will consist of a 50% rebate of the increase in non-dedicated City sales tax collected by the business for the first year and will be reduced to a 25% rebate of the increase over the first year in non-dedicated City sales tax collected by the business for the second year. The rebate for a relocating business shall not in any given year exceed \$12,500.

Checklist

- Attach a copy of Sales Tax Certificate showing the business address located in or having property lines touching the Main Street districts of the Choctaw Commercial Corridor
- Attach the previous 12 months sales tax reports with confirmations from OTC corresponding to the sales tax reports, proving minimum annual sales of \$50,000
- Attach proof of one of the following:
 - Expanded floor space by at least 25% (Provide floor plans with previous and current square footage.)
 - Hired 1 full time employee (Provide payroll register showing hours and rates.)
 - Made an investment of at least \$5,000 in interior renovations, streetscaping, or facade improvements (Provide receipts for materials and services provided.)
 - Made an investment of at least \$5,000 in interior renovations, streetscaping, or facade improvements (Provide receipts for materials and services provided.)
 - Participated in the McAlester Main Street Expanded Business Hours Program by staying open until 7 p.m. one night per week and from at least 10 a.m. to 5 p.m. on Saturday. (Provide a certificate of participation from McAlester Main Street.)

Dates: / - /				
Month	Month	Month	Month	
Month	Month	Month	Month	
Month	Month	Month	Month	Verified:
Total for Previous Year:			Total Sales Tax Paid	Verified Initials

Dates: / - /				
Month	Month	Month	Month	
Month	Month	Month	Month	
Month	Month	Month	Month	Verified:
Total for Current Year:			Total Sales Tax Paid	Verified Initials

Signatures

Requesting Signature:	Date:
Rebate Request Approved for Submission to City Council Signature: (City manager)	Date:

City of McAlester • 28 E. Washington Ave. • P.O. Box 578 • McAlester, OK 74502 • (918) 423-9300
 McAlester Main Street • 215 E. Choctaw Ave, Ste. 112 • McAlester, OK 74501 • (918) 423-8888



McAlester City Council

AGENDA REPORT

Meeting Date: July 23, 2013 Item Number: 6
Department: Finance
Prepared By: Toni Ervin Account Code: _____
Date Prepared: July 15, 2013 Budgeted Amount: _____
Exhibits: 2

Subject

Discussion and update on Financials.

Recommendation

Discussion

Discussion on City of McAlester's Financials as of June 30, 2013.

Approved By

		<i>Initial</i>	<i>Date</i>
Department Head		T. Ervin	7/15/2013
City Manager	P. Stasiak		7/15/2013

SALES TAX RECEIPT SUMMARY - BUDGET ANALYSIS - 7/2013

Analysis A - These numbers are calculating by evenly dividing budgets and multiplying projections. (ie: 9 months divided by 12)

Fund	Budget for year	YTD Collections July 2013	% of the year complete (1/12)	Projected Year End	Budget less Projected	Budget (1/12)	Projected Annual Difference
							(over budget)
01 General	2 cents	7,513,716	638,883	0.0833	7,666,591	(152,875)	626,143 (12,740)
26 Educational	0.25cent	939,215	79,860	0.0833	958,324	(19,109)	78,268 (1,592)
30 Economic Development	0.25cent	939,215	79,860	0.0833	958,324	(19,109)	78,268 (1,592)
38 Dedicated Sales Tax	1 cent	3,756,858	319,441	0.0833	3,833,295	(76,437)	313,072 (6,370)
		13,149,004	1,118,044		13,416,534	(267,530)	(22,294)

Analysis B - These numbers are calculating by using three year average numbers for percentage of year completion on total collections and budgets.

Fund	Budget for year	YTD Collections July 2013	% of year collected (3 yr average)	Projected Year End	Budget less Projected	Budget per 3 year average	Projected Annual Difference
							(over budget)
01 General	2 cents	7,513,716	638,883	0.0895	7,136,079	377,637	672,692 33,809
26 Educational	0.25cent	939,215	79,860	0.0895	892,010	47,205	84,087 4,226
30 Economic Development	0.25cent	939,215	79,860	0.0895	892,010	47,205	84,087 4,226
38 Dedicated Sales Tax	1 cent	3,756,858	319,441	0.0895	3,568,040	188,818	336,346 16,905
		13,149,004	1,118,044		12,488,139	660,865	59,166

**Current Year -
General Fund Collections**

Collections Average based on General Fund Only.

	2010-2011	%of year	2011-2012	%of year	2012-2013	%of year	3 yr average
638,883 JUL	713,979	0.0903	683,545	0.0820	744,546	0.0963	0.0895
- AUG	670,445	0.0848	679,990	0.0816	638,574	0.0826	0.0830
- SEP	612,072	0.0774	676,593	0.0812	642,133	0.0831	0.0805
- OCT	657,719	0.0832	746,880	0.0896	663,465	0.0858	0.0862
- NOV	638,467	0.0807	656,722	0.0788	606,497	0.0784	0.0793
- DEC	639,636	0.0809	654,341	0.0785	665,163	0.0860	0.0818
- JAN	689,396	0.0872	743,509	0.0892	667,177	0.0863	0.0876
- FEB	707,810	0.0895	719,618	0.0863	657,434	0.0850	0.0870
- MAR	585,397	0.0740	694,010	0.0833	582,693	0.0754	0.0776
- APR	613,066	0.0775	721,688	0.0866	607,303	0.0785	0.0809
- MAY	709,431	0.0897	715,002	0.0858	640,153	0.0828	0.0861
- JUN	671,862	0.0849	642,156	0.0771	616,698	0.0798	0.0806
638,883	7,909,279	1	8,334,053	1	7,731,837	1	

CITY OF MCALESTER
TREASURY REPORT

JUNE 2013

BANK/AGENCY	BALANCE 06/30/2013	HIGHEST BALANCE 06/30/2013
FIRST NATIONAL BANK:		
POOLED CASH	\$ 10,075,293	\$ 11,452,072
PAYROLL	10,004	11,044
NON UNIFORM COUNCIL	1,605	1,605
FLEXIBLE CAFETERIA	4,026	4,026
2003 A BOND EDUCATIONAL	281,101	426,909
2003B/2004 ECONOMIC DEV	133,885	133,885
STATE FORFIETURE (PD REVOLVING EVIDENC	18,295	18,295
EMERGENCY FUND ACCOUNT	2,762,176	2,762,176
ECONOMIC DEVELOPMENT	356,619	356,619
WORKER'S COMP	84	496
CD - Emergency - renews 6/14/11 - 1.00%	866,551	866,551
CD - CIP - renews 03/14/2011 - 0.800%	320,712	320,712
CD - Econ Dev - renews 6/14/11 - 1.00%	541,594	541,594
TOTAL	\$ 15,371,945	\$ 16,895,984
LESS FDIC COVERAGE	(500,000)	(500,000)
LESS MARKET VALUE OF COLLATERAL PLEDGED	(19,731,011)	(19,731,011)
(OVER)/UNDER PLEDGED	\$ (4,859,066)	\$ (3,335,027)

BANK OF OKLAHOMA:

Cash:

BOK Short-Term Cash 340,493

\$ 340,493

GENERAL FUND - CLAIM ON POOLED CASH = \$ 2,127,171
 MPWA - CLAIM ON POOLED CASH = \$ 1,308,376



McAlester City Council

AGENDA REPORT

Meeting Date: July 23, 2013
Planning and Community
Department: Development
Peter J. Stasiak, City
Prepared By: Manager
Date Prepared: July 16, 2013

Item Number: 7
Account Code:
Budgeted Amount:
Exhibits: 3

Subject

Discussion, and possible action to authorize Mayor to sign Quit Claim Deed between KiBois Community Action Foundation, Inc. and the City of McAlester.

Recommendation

Motion to approve Quit Claim Deed.

Discussion

KiBois Community Action Foundation, Inc. is deeding said lots listed on Exhibit "A" back to the City of McAlester.

Attachments:

- 1) New Quit Claim Deed
- 2) Quit Claim Deed – August 26, 2008 deeding lots to the City
- 3) Exhibit "A" - Properties

Approved By

Initial

Date

Department Head

City Manager

P. Stasiak

PS

07/16/13

Sent for legal review
on Date: 6-25-13
For City Council Meeting
Date: 7-23-13

**QUIT CLAIM DEED
(Corporation)**

THIS INDENTURE, Made this _____ day of _____, 2013,
between KiBois Community Action Foundation, Inc., party of the first part, and The City
of McAlester, 28 E. Washington, McAlester, Oklahoma 74501, party of the second part;

Witnesseth, that said party of the first part, in consideration of One and no/100ths
Dollars (\$1.00), to him in hand paid, the receipt of which is hereby acknowledged, does
hereby quit claim, grant, bargain, sell and convey unto the said party of the second part,
all right, title, interest and estate of first party, in and to all the following described
property situate in Pittsburg County, State of Oklahoma, to-wit:

Legal descriptions of real property deeded is attached as "Exhibit A"

NO REVENUE GIVEN FOR DEED (68 O. S. 3202)
together with all improvements thereon and the appurtenances thereunto belonging.

To Have and to Hold the above described premises unto the said party of the
second part, and to these successors, heirs and assigns of the second party forever, so that
neither the said party of the first part or any persons in their name and behalf, shall or will
hereafter claim or demand any right to title to the said premises or any part thereof; but
they and everyone of them shall by these presents be excluded and forever barred.

In Witness Whereof, the said party of the first part has hereunto set his hand the
day and year first above written.

(Seal)

KiBois Community Action Foundation, Inc.

Attest: _____

By: _____

CORPORATION ACKNOWLEDGMENT

STATE OF OKLAHOMA

SS:

COUNTY OF _____

On this _____ day of _____, A.D. 2013, before me, the undersigned, a
Notary Public in and for the County and State aforesaid, personally appeared
_____ and _____, to me known to be the
identical persons who signed the name of the maker thereof to the within and foregoing
instrument and acknowledged to me that they executed the same as their free and

voluntary act and deed, and as their free and voluntary act and deed of said KiBois Community Action Foundation, Inc., for the uses and purposes therein set forth.

Given under my hand and seal the day and year last written above.

(Seal)

Notary Public

My Commission expires: _____

My Commission number: _____

10-
Rev

NO
fee

196408
QUIT CLAIM DEED
(Corporation)

THIS INDENTURE, Made this 26th day of August, 2008, between The City of McAlester, Oklahoma, party of the first part, and KiBois Community Action Foundation, Inc., Po Box 727, Stigler Oklahoma 74462, party of the second part;

Witnesseth, that said party of the first part, in consideration of the sum of One and no/100ths Dollars (\$1.00), to him in hand paid, the receipt of which is hereby acknowledged, does hereby quit claim, grant, bargain, sell and convey unto the said party of the second part, all right, title, interest and estate of first party, in and to all the following described property situate in Pittsburg County, State of Oklahoma, to-wit:

Legal description of real property deeded is attached as "Exhibit A"

NO REVENUE GIVEN FOR DEED (68 O. S. 3202)

together with all improvements thereon and the appurtenances thereunto belonging.

To Have and to Hold the above described premises unto the said party of the second part, and to these successors, heirs and assigns of the second party forever, so that neither the said party of the first part or any person in their name and behalf, shall or will hereafter claim or demand any right or title to the said premises or any part thereof; but they and everyone of them shall by these presents be excluded and forever barred. Provided, title to any tract or lot hereby conveyed, upon which no new affordable single family residence is constructed within a period of three(3) years from the date of this deed, shall revert to grantor.

In Witness Whereof, the said party of the first part has hereunto set his hand the day and year first above written.



City of McAlester, Oklahoma

By: [Signature]
Kevin E. Priddle
Mayor

CORPORATION ACKNOWLEDGMENT

STATE OF OKLAHOMA

SS:

COUNTY OF PITTSBURG

On this 26th day of August, A.D. 2008, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Kevin E Priddle and Cora Middleton, to me known to be the identical persons who signed the name of the maker thereof to the within and foregoing instrument as its Mayor and City Clerk and acknowledged to me that they executed the same as their free and voluntary act and deed, and as their free and

0016392449

voluntary act and deed of said City of McAlester, Oklahoma, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last written above.



Sherry Alessi
 Notary Public

My Commission expires: 9-28-10
 My Commission no.: 06009493

STATE OF OKLAHOMA
 PITTSBURG COUNTY
 FILED OR RECORDED
 2008 SEP 12 PM 12: 27
DB
 DEBBIE BURCH
 COUNTY CLERK



0016392450

Exhibit "A"
KiBois Lots
All Properties are Surface Only

Lot Description	Address	Lot Size
E/2 Lot 7 Block 441 South McAlester & N 16' of Vacant Kiowa Avenue lying adjacent thereto	313 W. Kowa	50'x135'
W 62 ½' Lot 7 Block 443 South McAlester	35 W. Kiowa	62.5'x135'
E 50' or E/2 Lot 9 Block 621 South McAlester	51 W. Creek	50'x150'
W/2 Lot 3 Block 220 South McAlester	222 W. Monroe	55'x189.5'
E/2 Lot 7 Block 265 South McAlester	31 E. Jefferson	50'x170'
W/2 Lot 14 Block 215 South McAlester	335 E. Monroe	50'x150'
Lot 2 Block 257 South McAlester	1106 Hidden Valley	120'x150'
Lot 6 Block 279 South McAlester	1123 E. Adams	100'x160'
E 50' Lot 4 Block 293 South McAlester	1003 E. Washington	50'x160'
W 90' Lot 7 Block 342 South McAlester	901 E. Choctaw	90'x150'
W 60' Lot 5 Block 340 South McAlester	1107 E. Choctaw	60'x150'
W 80' Lot 5 Block 371 South McAlester	1105 E. Chickasaw	80'x150'
W 50' or W/2 Lot 3 Block 421 South McAlester	900 E. Cherokee	50x120'
W 75' Lot 3 Block 416 South McAlester	1402 E. Cherokee	75'x120'
		Total



McAlester City Council

AGENDA REPORT

Meeting Date: July 23, 2013 Item Number: 8
Department: Public Works / Airport
Prepared By: John C. Modzelewski, P.E. Account Code: _____
Date Prepared: July 16, 2013 Budgeted Amount: _____
Exhibits: 1

Subject

Consider, and Act upon, authorizing the Mayor to sign Lease Agreement No. DTFACN-13-L-00151 between the City of McAlester and the U. S. Department of Transportation Federal Aviation Administration for a term commencing on July 1, 2013 and continuing through June 30, 2015, inclusive.

Recommendation

Motion to approve authorizing the Mayor to sign Lease Agreement No. DTFACN-13-L-00151.

Discussion

Attachment: Lease Agreement No. DTFACN-13-L-00151.

Approved By

		<i>Initial</i>	<i>Date</i>
Department Head		JCM	07/16/13
City Manager	P. Stasiak		07/16/13



U.S. Department
of Transportation
**Federal Aviation
Administration**

Southwest Region
Logistics Service Area

2601 Meacham Blvd.
Fort Worth, Texas 76137

JUL 02 2013

City of McAlester, Oklahoma
Mr. John Modzelewski, Public Works Director
P.O. Box 578
McAlester, OK 74502

Sent for legal review
on Date: 7-16-13
For City Council Meeting
Date: 7-23-13

Dear Mr. Modzelewski:

Subject: Expired Lease No. DTFASW-06-L-00074
Succeeding Lease No. DTFACN-13-L-00151
Equipment Space
McAlester Regional Airport
McAlester, Oklahoma

The Federal Aviation Administration's (FAA) Lease No. DTFASW-06-L-00074 providing the FAA with space for Navigational Aid Equipment, located at McAlester Regional Airport, McAlester, Oklahoma, expired on September 30, 2010, and is operating under the provision of Article 20, Holdover.

The required space for essential equipment has been reduced to Room 113/Telco Room in the former Automated Flight Service Station. This equipment must continue to be in operation and occupy the 280 square feet of space until there is a suitable alternative space for relocation. As you requested, the FAA continues to explore options to relocate the subject equipment by evaluating possible locations and associated cost.

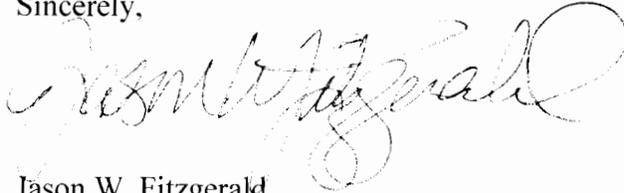
In the interim, FAA proposes to enter into a lease for a period not to exceed two years to allow time for a long-term solution to be approved and implemented. The new lease incorporates rental compensation of \$3,800.00 per annum and includes utilities. There will be transfer of utility services to the City of McAlester, as building owner, to be pro-rated to tenants. The FAA cannot continue to be responsible to pay for monthly utility charges for the entire building when occupying only 3% of the building space.

The FAA is accountable to the American public and must be a responsible steward of taxpayer appropriations. The FAA owns, operates, and maintains the navigation aid equipment in support of the McAlester Regional Airport and flying public. As such, and in accordance with the FAA's procurement policy, the rental consideration for the space must be justifiable and deemed reasonable if held to public scrutiny. Therefore, the proposed rental consideration is fair and reasonable in light of the current market value.

Enclosed are two copies of Lease No. DTFACN-13-L-00151 with standard provisions and rental compensation. Please have an authorized official sign and date the lease document, complete the Municipal Certificate, and return all documents to the FAA in the enclosed self-addressed envelope. When received, a fully executed copy will be return for your records.

If you have any questions, please contact me via email at jason.fitzgerald@faa.gov or by phone at 817-222-4361.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason W. Fitzgerald". The signature is written in a cursive style with a large, looping flourish at the end.

Jason W. Fitzgerald
Real Estate Contracting Officer

2 Enclosures

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
ANTENNA AND RACK SPACE LEASE
FOR REAL PROPERTY**

**DTFACN-13-L-00151
Telco Room, Rm 113
MLC - McAlester, Oklahoma**

Sent for legal review
on Date: 7-16-13
For City Council Meeting
Date: 7-23-13

1. THIS LEASE is entered into by and between CITY OF MCALESTER, OKLAHOMA whose interest in the property hereinafter described is that of owner, hereby referred to as LESSOR, and the United States of America, hereinafter referred to as the GOVERNMENT or FAA:

WITNESSETH: The Parties hereto, and for the consideration hereinafter mentioned, covenant and agree as follows:

2. DESCRIPTION (10/96) - The LESSOR hereby leases to the GOVERNMENT the following described premises: Approximately 280 square feet of rentable space for installed Government-owned equipment in Room 113/Telco Room, as shown on Drawing MLC-AFSS-A-1, hereinafter referred to as Exhibit "A", in the building located at 102 Airport Rd. McAlester, OK 74501, at McAlester Municipal Airport, McAlester, Oklahoma.

LESSOR also grants to the GOVERNMENT a cable easement extending from Room 113 under the raised floor to a connection bulkhead under the floor in the Room 114/Automation Room, and continuing under the floor to antennas located on Tower No. 2, as identified on Drawing MLC-D-AFSSBL-350, hereinafter referred to as Exhibit "B".

LESSOR also grants to the GOVERNMENT the right to access Room 122/Mechanical Room at all times to ensure the proper operation of the equipment in the Telco Room.

The Government's use of the leased premises and the easements granted herein shall be related to the FAA's activities in support of Air Traffic operations.

3. TERM (1/01) - To have and to hold, for the term commencing on July 1, 2013, and continuing through June 30, 2015, inclusive, PROVIDED that adequate appropriations are available from year to year for the payment of rentals.

4. CANCELLATION (8/02) -The GOVERNMENT may terminate this lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government, by giving at least ninety (90) days' notice in writing to the LESSOR. No rental will accrue after the effective date of termination. Said notice will be computed commencing with the day after the date of mailing.

5. RENTAL (10/96) - Rent in the amount of \$3,800.00 per annum will be payable at the rate of \$950.00 per Government fiscal quarter to the LESSOR in arrears and will be due on the first workday, without the submission of invoices or vouchers, subject to available appropriations. Rent will be considered paid on the date a check is dated or an electronic funds transfer is made. Rent for a period of less than a quarter will be prorated. Checks will be made payable to: City of McAlester.

2.6.2 Antenna and Rack Space Template

Revised April 2010

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6. SERVICES AND UTILITIES – The following services and utilities will be provided by LESSOR as part of rent. Services supplied to technical equipment will be supplied 24 hours a day, and seven days a week. The GOVERNMENT will have access to the leased premises at all times, including the use of electrical services, without additional payment.

- ELECTRICITY
- HVAC (68 – 74 DEG. F)
- SNOW REMOVAL
- GROUND MAINTENANCE

7. FUNDING RESPONSIBILITY FOR GOVERNMENT FACILITIES (10/96) - The LESSOR agrees that any relocation, replacement, or modification of any existing or future Government facilities covered by this Lease during its term or any renewal thereof made necessary by airport improvements or changes which in the Government's opinion interfere with the technical and/or operational characteristics of the Government facilities will be at the expense of the LESSOR, except when such improvements or changes are made at the written request of the Government. In the event such relocation's, replacements, or modifications are necessitated due to causes not attributable to either the LESSOR or the Government, funding responsibility shall be determined by the Government.

8. PARKING – At no additional cost to the government, the LESSOR shall provide two (2) off-street parking spaces at the leased premises for the vehicles of GOVERNMENT personnel performing maintenance of the installed equipment.

9. CABLES - Any cables associated with this facility from Tower No. 2 to the Telco Room will remain the property of the FAA.

10. TOWER ACCESS – The Lessor shall furnish and maintain a 40-foot free-standing tower, identified as Tower No. 2, separate and adjacent to the leased premises. The Government shall have the right to install and maintain coaxial cable and radio antennas on Lessor's tower to meet technical requirements.

11. GENERAL CLAUSES:

a. DAMAGE BY FIRE OR OTHER CASUALTY (10/96) - If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenable as determined by the GOVERNMENT, the GOVERNMENT may terminate the lease, in whole or in part, immediately by giving written notice to the LESSOR and no further rental will be due.

b. MAINTENANCE OF THE PREMISES (10/96) - The LESSOR will maintain the demised premises, including the grounds, all equipment, and fixtures, appurtenances furnished by the LESSOR under this lease, in good repair.

c. FAILURE IN PERFORMANCE (10/96) - In the event the LESSOR fails to perform any service, provide any item, or meet any requirement of this lease, the GOVERNMENT may perform the service, provide the item, or

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meet the requirement, either directly or through a contract. The GOVERNMENT may deduct any costs incurred for the service or item, including administrative costs, from the rental payments. No deduction of rent pursuant to this clause will constitute default by the GOVERNMENT on this lease.

d. CONTRACT DISPUTES (11/03) - All contract disputes arising under or related to this lease contract will be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. § 46110 and will apply only to final agency decisions. The LESSOR may seek review of a final FAA decision only after its administrative remedies have been exhausted.

All Contract Disputes will be in writing and will be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70
Federal Aviation Administration
800 Independence Ave., SW
Room 323
Washington, DC 20591
Telephone: (202) 267-3290
Facsimile: (202) 267-3720

A contract dispute against the FAA will be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

e. INTERFERENCE (10/08) - Should interference with the LESSOR's facility occur due to the FAA operations, FAA shall correct the problem immediately. If the LESSOR's facility interferes with FAA's equipment then the LESSOR will correct the problem immediately.

f. NOTICES (10/96) - All notices/correspondence shall be in writing, reference the Agreement number, and be addressed as follows:

Lessor:	Government:
City of McAlester	Department of Transportation
P.O. Box 578	Federal Aviation Administration
McAlester, OK	Real Estate & Utilities Group, ASW-53
	2601 Meacham Blvd.
	Fort Worth, TX 76137

g. The following clauses are incorporated by reference: The full text of these clauses can be found in the Real Estate Template "Standard Space Lease Form" via the Internet at <http://fast.faa.gov>

-DEFAULT BY LESSOR (10/96)

-COMPLIANCE WITH APPLICABLE LAWS (10/96)

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- OFFICIALS NOT TO BENEFIT (10/96)
- COVENANT AGAINST CONTINGENT FEES (8/02)
- ANTI-KICKBACK (10/96)
- EXAMINATION OF RECORDS (10/96)
- SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (10/96)
- LESSOR'S SUCCESSOR (10/96)
- CENTRAL CONTRACTOR REGISTRATION-REAL PROPERTY (10/06)
- PAYMENT BY ELECTRONIC FUND TRANSFER (10/06)
- NO WAIVER
- ASSIGNMENT OF CLAIMS

IN WITNESS WHEREOF, the parties hereto have signed their names: (10/96)

8a. NAME AND TITLE OF LESSOR/OWNER <i>(Type or Print)</i>	8b. SIGNATURE OF OWNER	8c. DATE
---	------------------------	----------

THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.

9a. NAME OF REAL ESTATE CONTRACTING OFFICER <i>(Type or Print)</i>	9b. SIGNATURE OF REAL ESTATE CONTRACTING OFFICER	9c. DATE
--	--	----------

MUNICIPAL CERTIFICATE

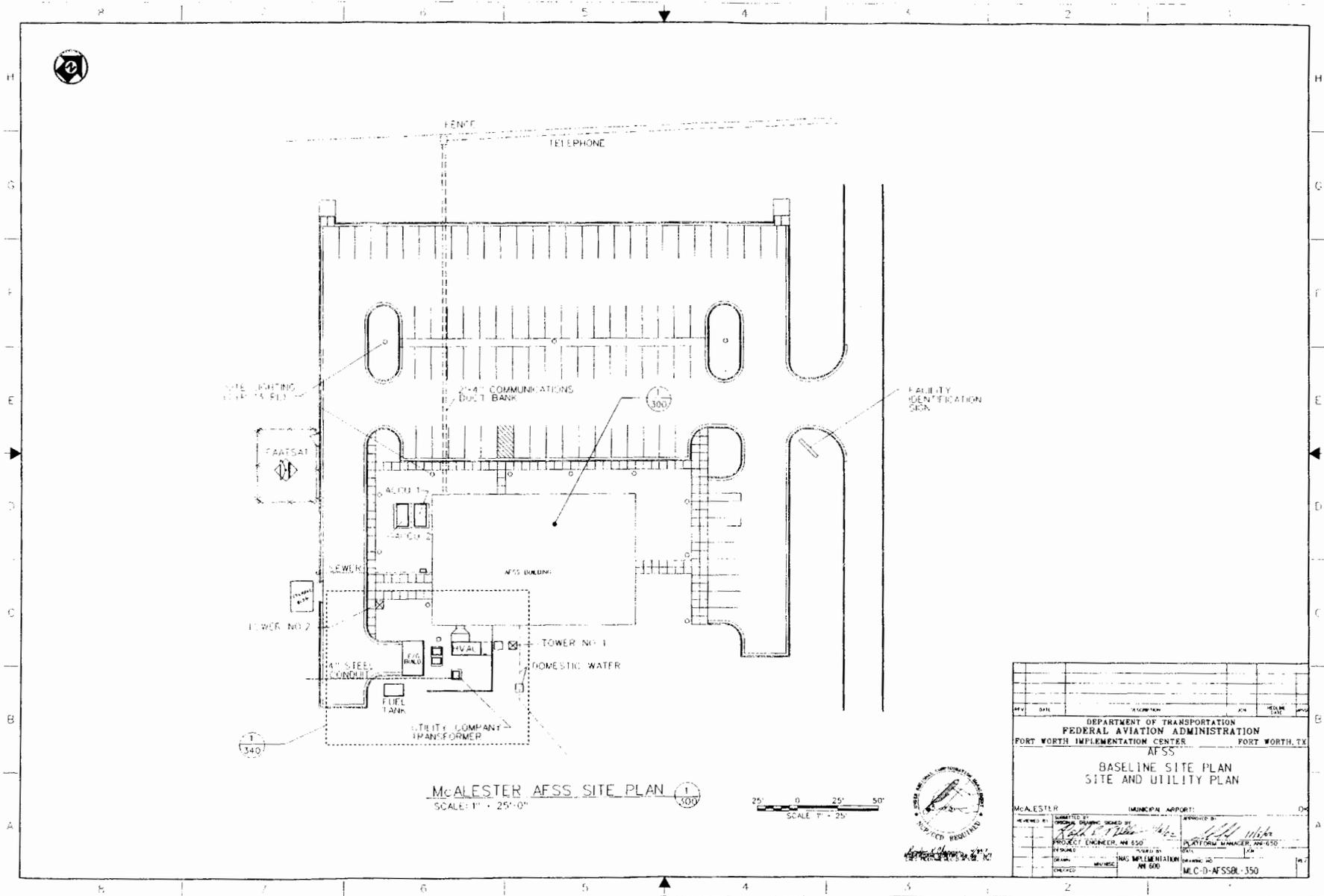
I, _____, certify that I am the _____ of the
 (Name) (Title)
 _____ named in the foregoing agreement; that
 _____ who signed said agreement on behalf of said Public
 authority and was then _____ of that Public Authority and said
 agreement was duly signed for and in behalf of said _____ by
 authority of its governing body, and is within the scope of its powers.

(Signature)

(Authority Seal)

2.6.2 Antenna and Rack Space Template

McAlester AFSS Site Plan - 13-00151



McALESTER AFSS SITE PLAN 1/300
 SCALE: 1" = 25'-0"



REV.	DATE	DESCRIPTION	APP'D.	SCALE	NO.
DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION FORT WORTH IMPLEMENTATION CENTER FORT WORTH, TX AFSS					
BASELINE SITE PLAN SITE AND UTILITY PLAN					
McALESTER		MUNICIPAL AIRPORT:			
DESIGNED BY:	PROJECT ENGINEER, AN 650	APPROVED BY:	PLATFORM MANAGER, AN 650		
DRAWN BY:	INSTRUMENTED BY:	CHECKED BY:	DATE:		
ENGINEER:	MUNICIPAL:	AN 650	M.C. D-AFSS08-350		

DTFACN-13-L-00151

EXHIBIT "B"



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>July 23, 2013</u>	Item Number:	<u>9</u>
Department:	<u>City Manager</u>	Sent for Legal Review:	<u>6/03/13</u>
Prepared By:	<u>Peter J. Stasiak, CM</u>	Account Code:	<u></u>
Date Prepared:	<u>July 15, 2013</u>	Budgeted Amount:	<u></u>
		Exhibits:	<u>1</u>

Subject

Consider and act upon, to designate certain property owned by the City as a site suitable for a location of a telecom facility, and authorize the Mayor to sign an Option and Lease Agreement between the City of McAlester and New Cingular Wireless PCS, LLC for the purpose of installing, operating and maintaining a communications facility to be located at 1313 South Strong Rd.

Recommendation

Motion to approve Option and Lease Agreement with New Cingular Wireless PCS, LLC.

Discussion

Attachments:

- 1) Option and Lease Agreement.

Reviewed by City Attorney.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head		
City Manager	P. Stasiak <u><i>PJS</i></u>	<u>07/17/13</u>

Market: AR/OK
Cell Site Number: TU0486
Cell Site Name: South Ave.
Fixed Asset Number: 12716265

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by **City of McAlester**, a _____, having a mailing address of _____ ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 ("**Tenant**").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, located at 1313 South Strong Rd. McAlester, OK 74501, in the County of Pittsburg, State of Oklahoma (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. OPTION TO LEASE.

(a) Landlord grants to Tenant an option (the "**Option**") to lease a certain portion of the Property containing approximately 2,500 square feet including the air space above such ground space, as described on attached **Exhibit 1** (the "**Premises**"), for the placement of Tenant's Communication Facility.

(b) During the Option Term, and during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of Five Hundred and No/100 Dollars (\$500.00) within thirty (30) business days of the Effective Date. The Option will be for an initial term of one (1) year commencing on the Effective Date (the "**Initial Option Term**") and may be renewed by Tenant for an additional one (1) year (the "**Renewal Option Term**") upon written notification to Landlord and the payment of an additional Five Hundred and No/100 Dollars (\$500.00) no later than five (5) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the "**Option Term**."

(d) The Option may be sold, assigned or transferred at any time by Tenant to an Affiliate (as that term is hereinafter defined) of Tenant or to any third party agreeing to be subject to the terms hereof. Otherwise,

the Option may not be sold, assigned or transferred without the written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed. From and after the date the Option has been sold, assigned or transferred by Tenant to an Affiliate or a third party agreeing to be subject to the terms hereof, Tenant shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

(e) During the Option Term, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option then Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other.

(f) If during the Option Term, or during the term of this Agreement the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises, Property or any of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**,") or in the event of foreclosure, Landlord shall immediately notify Tenant in writing. Landlord agrees that during the Option Term, or during the Term of this Agreement if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises, Property or Surrounding Property or impose or consent to any other use or restriction that would prevent or limit Tenant from using the Premises for the Permitted Use. Any and all terms and conditions of this Agreement that by their sense and context are intended to be applicable during the Option Term shall be so applicable.

2. PERMITTED USE. Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or Surrounding Property as described on **Exhibit 1** as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use, including the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to ensure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

3. **TERM.**

(a) The initial lease term will be five (5) years (the "**Initial Term**"), commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option (the "**Term Commencement Date**"). The Initial Term will terminate on the fifth (5th) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, then upon the expiration of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rental during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the Term (the "**Term**").

4. **RENT.**

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance One thousand and No/100 Dollars (\$1000.00) (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) In year one (1) of each Extension Term, the monthly Rent will increase by seven and one-half percent (7½%) over the Rent paid during the previous five (5) year term.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. **APPROVALS.**

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

- (a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;
- (b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;
- (c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;
- (d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or
- (e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 6(d) Termination, 11(d) Environmental, 18 Condemnation, or 19 Casualty.

7. **INSURANCE.**

(a) During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to Three Million Dollars (\$3,000,000) per occurrence and Six Million Dollars (\$6,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured. Such additional insured coverage:

- (i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors;
- (ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and
- (iii) shall not exceed Tenant's indemnification obligation under this Agreement, if any.

(b) Notwithstanding the foregoing, Tenant shall have the right to self-insure the coverages required in subsection (a). In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)):

- (i) Landlord shall promptly and no later than thirty (30) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;
- (ii) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; and
- (iii) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.

8. INTERFERENCE.

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as those existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to, interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this

Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants that, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the effective date of this Agreement or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous substances on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request, Landlord shall execute additional letters during the Term. Landlord acknowledges that in the event Tenant cannot obtain Access to the

Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$500.00 per day in consideration of Tenant's damages until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and owned by Landlord. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within forty-five (45) days of receipt of the usage data and required forms. As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(c) Landlord hereby grants to any company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or the service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 of this Agreement within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 of this Agreement within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant: New Cingular Wireless PCS, LLC
 Attn: Network Real Estate Administration
 Re: Cell Site #TU0486; Cell Site Name: South Ave (OK)
 Fixed Asset No.: 12716265
 12555 Cingular Way, Suite 1300
 Alpharetta, GA 30004

With a copy to: New Cingular Wireless PCS, LLC
 Attn: Legal Department
 Re: Cell Site #TU0486; Cell Site Name: South Ave (OK)
 Fixed Asset No.: 12716265
 15 East Midland Ave.
 Paramus, NJ 07652

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: City of McAlester
 28 E Washington
 McAlester OK 74502

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of the Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant, and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. TAXES.

(a) Landlord shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Landlord, including any such taxes that may be calculated by the taxing authority using any method, including the income method. Tenant shall be responsible for any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll,

excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant within such time period, Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17 and, in addition, of a copy of any such notices shall be sent to the following address. Promptly after the Effective Date of this Agreement, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax addresses changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration -- Taxes
Re: Cell Site #TU0486; Cell Site Name: South Ave (OK)
Fixed Asset No.: 12716265
5405 Windward Parkway
Alpharetta, GA 30004

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

22. SALE OF PROPERTY

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed AT&T Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.

(d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. RENTAL STREAM OFFER. If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of Rent payments associated with this Agreement ("**Rental Stream Offer**"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the right to receive Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section.

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as **Exhibit 24b**. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("Laws") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in this Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including, any change in Landlord's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

"LANDLORD"

By: _____
Print Name: _____
Its: _____
Date: _____

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 1

to the Option and Lease Agreement dated _____, 20__, by and between **City of McAlester**, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

A portion of :
Lot 15½, Townsite Addition #4

The Premises are described and/or depicted as follows:



****Not to scale**

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE

EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the date of this Agreement, is free of hazardous substances except as follows:

1. NONE.

EXHIBIT 12
STANDARD ACCESS LETTER
[FOLLOWS ON NEXT PAGE]

[Landlord Letterhead]

DATE

Building Staff / Security Staff
Landlord, Lessee, Licensee
Street Address
City, State, Zip

Re: Authorized Access granted to AT&T

Dear Building and Security Staff,

Please be advised that we have signed a lease with AT&T permitting AT&T to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant AT&T and its representatives, employees, agents and subcontractors (“representatives”) 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, AT&T representatives may be seeking access to the property outside of normal business hours. AT&T representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

Landlord Signature

EXHIBIT 24b

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

MEMORANDUM OF LEASE

Prepared by:

Kayla Kramer
Branch Communications
1516 S Boston, Suite 215
Tulsa OK 74119

Return to:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
1255 Cingular Way, Suite 1300
Alpharetta GA 30004

Re: Cell Site #TU0486; Cell Site Name: South Ave
Fixed Asset #12716265
State: Oklahoma
County: Pittsburg

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 2013, by and between **City of McAlester**, a _____, having a mailing address of 2223 North Main, Miami OK 74345 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Option and Lease Agreement ("**Agreement**") on the ____ day of _____, 20____, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of its option, with four (4) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.

4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"LANDLORD"

By: _____
Print Name: _____
Its: _____
Date: _____

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 1

to the Option and Lease Agreement dated _____, 20__, by and between **City of McAlester**, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

A portion of :
Lot 15½, Townsite Addition #4

The Premises are described and/or depicted as follows:



**Not to scale

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS







S Strong Blvd

50' X 50' compound
with a 160' monopole
~20' access easement

©2013 Google



McAlester City Council

AGENDA REPORT

Meeting Date:	July 23, 2013	Item Number:	10
Department:	IT/City Manager James Stanford, IT Computer Specialist/Peter J. Stasiak, CM	Account Code:	
Prepared By:	Stasiak, CM	Budgeted Amount:	
Date Prepared:	July 16, 2013	Exhibits:	1

Subject

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

Recommendation

Motion to approve Master Agreement for Internet Services.

Discussion

Attachment:

- 1) Master Agreement for Internet Services.

Reviewed by City Attorney.

Approved By

Initial

Date

Department Head

City Manager

P. Stasiak

Handwritten signature of P. Stasiak.

07/16/13



Sales Contact Information
CROSS; PAUL CROSS
9182307482
pc532y@us.att.com

eSign Fax Cover Sheet

To: AT&T Automated Fax Handling Service **From:**

Fax: 877-374-4632 or 877-eSignFax

Total Pages: 3
(Excluding Fax Cover Sheet)

Instructions:

Please do not make any changes to this cover page as your fax is returned to the sales representative using automated processing.

After Signing the Contract Document associated with this Fax Cover Sheet with your Signature, Title, and Date:

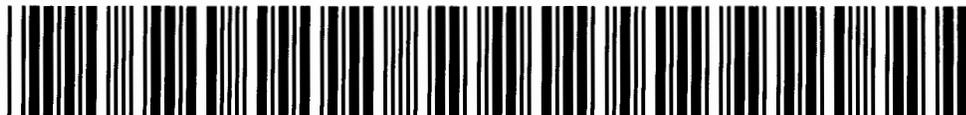
1. Place this Fax Cover Sheet as the First Page of the Signed Contract.
For Multiple Contracts: Create a Contract Package by using each Fax Cover Sheet as a Contract Document Separator by placing each Cover Sheet as the First Page of the respective Contract.
2. Select resolution of 200 x 200 DPI when scanning the printed document
3. You may either send the Contract(s) via
 - Fax: Send the Contract(s) package to 877-374-4632 or 877-eSignFax
 - Copier with email capability: Send Contract(s) package as Tiff image to esign@att.com
 - Scanner and email: Send as a Tiff image to esign@att.com

If you have any questions or problems, please call your Sales Representative at 9182307482

Note: If you are purchasing or ordering an AT&T Business Network (ABN) Express Bundle, please remember to initial your response to the Mobility question for Section 5 and complete the Letter of Authorization. Letter of Authorization is required whenever you are purchasing Long Distance, Local or IP Services.

Internal AT&T Use Only:

AT&T Sales Only: 3142421185@rfax.att.com



Request Id: 764937
Contract Id: 4141857



**AT&T MANAGED INTERNET SERVICE
 PRICING SCHEDULE**

Customer	AT&T
City of McAlester, Public Works Authority Street Address: 28 E Washington Ave City: McAlester State/Province: OK Zip Code: 74501 Country: United States	AT&T Corp.
Customer Contact (for notices)	AT&T Sales Contact Information and for Contract Notices <input type="checkbox"/> Primary AT&T Contact
Name: Steve Harrison Title: Mayor Street Address: 28 E Washington Ave City: MC ALESTER State/Province: OK Zip Code: 74501 Country: United States Telephone: 9184239300 Fax: Email: james.stanford@cityofmcalester.com Customer Account Number or Master Account Number: 1-QYNK-2493	Name: PAUL CROSS Street Address: 509 S DETROIT AVE City: TULSA State/Province: OK Zip Code: 74120 Country: United States Telephone: 9182307482 Fax: 2144868101 Email: pc532y@us.att.com Sales/Branch Manager: OWENS MICHAEL SCVP Name: OWENS MICHAEL Sales Strata: Retail Sales Region: SW <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
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State/Province: Zip Code: Country: Telephone: Fax: Email: Agent Code:	

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

The Rates in this Pricing Schedule apply only to the MIS Service ordered at the Site(s) identified in the Local Access Table and shall not apply to orders for MIS Service at any other Customer locations.

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

AT&T and Customer Confidential Information

Page 1
 ASAP!

**AT&T MANAGED INTERNET SERVICE
 PRICING SCHEDULE**

1. SERVICES

Service	Service Publication Location
AT&T Managed Internet Service (MIS)	http://serviceguidenew.att.com/sg_flashPlayerPage/MIS
AT&T Bandwidth Services	http://serviceguidenew.att.com/sg_flashPlayerPage/BWS

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	36
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule

3. MINIMUM PAYMENT PERIOD

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

4. GRANDFATHERING AND WITHDRAWAL

Availability of Service Components is subject to grandfathering and withdrawal per the Service Guide.

5. RATES

Section I: AT&T Managed Internet Service Access Bandwidth

Table 1: MIS Tele – Installation

Discount: 100.0 %

MIS Speed	Undiscounted MIS	Undiscounted MIS w/ Managed Router
Ethernet	\$1,500	\$1,500**

**Pricing available for MIS speeds of 100 Mbps and below and with electrical interfaces only.

Table 2: On-Site Installation

Discount: 50.0 %

MIS Speed	Undiscounted MIS w/ Managed Router Only
Ethernet	\$1,500

AT&T and Customer Confidential Information

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 ASAP!

**AT&T MANAGED INTERNET SERVICE
 PRICING SCHEDULE**

Table 3: Flexible Bandwidth Billing Option – Ethernet

Discount applied to MIS & MIS w/Managed Router: 85.0 %			Incremental Usage Fee Discount: 85.0 %
Tiered Bandwidth Minimum Commitment	MIS Undiscounted Monthly Fee	MIS with Managed Router Undiscounted Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
10 Mbps	\$1,840	\$2,720	\$225
20 Mbps	\$3,090	\$3,970	\$190
50 Mbps	\$6,770	\$7,815	\$165
100 Mbps	\$12,025	\$13,205	\$145
150 Mbps	\$17,065	\$18,250	\$140
250 Mbps	\$24,515	\$26,320	\$120

Table 4: Class Of Service Option - Flexible Bandwidth Billing Option - Monthly Service Fees

Discount: 62.0 %

Speed	Undiscounted MIS w/ or w/out Managed Router Monthly Service Fee*
9.01 to 10.0 Mbps	\$825
15.01 - 20.0 Mbps	\$1,325
45.01 – 155 Mbps	\$5,000
200 - 250 Mbps	\$5,400

*Charges waived for Sites with AT&T BVoIP Service

Table 5: Class Of Service Option - Installation Fees

Discount: 0.0 %

Class of Service Undiscounted Installation Fee*	\$1,000
---	---------

*Charges waived for Sites with AT&T BVoIP Service

Table 6: Local Access

The local access prices listed below are only for orders placed within 12 months of the AT&T countersignature date on this Pricing Schedule ("Local Access Pricing Term"). All local access orders placed after the expiration of the Local Access Pricing Term will be treated on an individual case basis, and set out in an Addendum to this Pricing Schedule or an AT&T order form, and will become part of this Pricing Schedule when the Pricing Addendum is signed by both parties, or the AT&T order form is signed by Customer and accepted by AT&T, as applicable.

NPA/NXX	Location	Access Bandwidth	Local Access Non-Recurring Charge	Local Access Net Monthly Recurring Charge
918423	28 E Washington St McAlester OK 74501 United States	MIS Ethernet Access 50 Mbps	\$0.00	\$750.00

Section II: Additional Service Fees

Moving Fee (during hours)	\$1,000 per location
Additional Moving Fee (outside standard operating hours – 8:00 a.m. to 5:00 p.m. Monday through Friday)	Additional \$500 per location

This is the last page of the Pricing Document

AT&T and Customer Confidential Information

Page 3
 ASAP!



Sales Contact Information
CROSS; PAUL CROSS
9182307482
pc532y@us.att.com

eSign Fax Cover Sheet

To: AT&T Automated Fax Handling Service **From:**

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 - Scanner and email: Send as a Tiff image to esign@att.com



If you have any questions or problems, please call your Sales Representative at 9182307482

Note: If you are purchasing or ordering an AT&T Business Network (ABN) Express Bundle, please remember to initial your response to the Mobility question for Section 5 and complete the Letter of Authorization. Letter of Authorization is required whenever you are purchasing Long Distance, Local or IP Services.

Internal AT&T Use Only:

AT&T Sales Only: 3142421185@rfax.att.com



Request Id: 764937
Contract Id: 4141856



MASTER AGREEMENT

Customer	AT&T
City of McAlester, Public Works Authority Street Address: 28 E Washington Ave City: McAlester State/Province: OK Zip Code: 74501 Country: United States	AT&T Corp.
Customer Contact (for notices)	AT&T Contact (for notices)
Name: Steve Harrison Title: Mayor Street Address: 28 E Washington Ave City: MC ALESTER State/Province: OK Zip Code: 74501 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 With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Master Agreement ("Master Agreement"), between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T

...

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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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.

City Manager Report to the Council

July 23, 2013

Business

- McAlester citizen John Ward is working towards his Eagle Scout badge. Working with Pam Kirby and our Police Officers we identified a project for the Police Department Firing Range. Mr. Ward along with ten other individuals completed new landscaping around the memorial to Police Officers who died in the line of duty, reattached the guttering to the building, repainted the range lines and completely mowed and trimmed the entire complex.
- Southside Business Development Center Re-Zone.
 - July 8, Abstract Co. provides 300 ft. radius for adjacent land owners to the City. **(Completed)**
 - July 15, Notice letters sent to adjacent land owners aprising them of the upcoming re-zoning. **(Completed)**
 - July 19, Property posted for re-zoning. **(Completed)**
 - July 21, Notice of re-zone published in the newspaper.
 - August 13, Re-Zone presented to the City Council at their regular meeting with recommendation for approval.
- The Engineering Department is currently working on four (4) concrete replacement projects:
 - CPR 1 - Strong Blvd. from Choctaw to Chickasaw. **(Completed)**
 - CPR 2 - Electric Ave. **(Completed)**
 - CPR 3 - Wade Watts Blvd. from 15th. To 17th. **(Scheduled 07/23/13)**
 - CPR 4 - Electric Ave. from "G" to Main St.
Electric Ave. from 6th. To Strong

- The following positions are open and will be filled in the near future.
 1. Planning & Community Development Director (**Advertising**)
 2. Economic Development Director (**Advertising**)
 3. Tourism Manager
 4. Manager – 911
 5. Human Resource Clerk – Part Time
 6. Police Patrolman Recruit (**Completed / Hired**)
 7. Accounts Payable Clerk – Part Time
 8. Chief of Police (**Advertising**)
 9. Public Works Administrative Assistant (**Interviews Completed / Hired**)

- Royal Oaks Subdivision – The contractor is currently installing the pipe across the roadway for water and sewer lines. The roadway will be closed until the week of July 29, 2013.

- Assistant Fire Chief Ralph Jernigan with the assistance of Pam Kirby wrote a grant to Oklahoma Department of Health for Hospital Preparedness. The City has been awarded and received \$5,000. The Fire Department is looking at purchasing carbon dioxide monitoring meters to be used on the fire grounds for our firefighters safety and health.

- Staff presented a future opportunity to the City Council on July 9, 2013 in regards to Public Private Partnerships for our Water Treatment Plant. The next step in the process will be preparing a Request For Qualifications to evaluate firms qualified in operating Water Treatment Plants. This process will begin the week of July 22, 2013 and should be concluded the middle of October. At that time, staff will bring the information to the Council for consideration and possible action.

- Fire Fighter Corey Vaughn has completed all instructional courses to be certified as a Paramedic. Mr. Vaughn achieved this accreditation on his own time through the Oklahoma Department of Health. The next step in the process is his testing through the National Registry. Mr. Vaughn has been a McAlester Fire Fighter for 1 ½ years.

- Gary Wansick has been assigned the position of Interim Chief of Police for the City of McAlester. During this transitional period it is important that we give Mr. Wansick the support that is required to continue moving our Police Department forward. In this effort of support, we will be retaining Darrell Miller to act in the role of Assistant to the Chief. This position will continue until we have determined the leadership responsibilities for the Department.

- City Managers Association (CMAO), Miami Oklahoma July 10 – 12.
 - Discussion and presentation on the use of purchasing cards (P Cards) for City employees. Discussed the benefits of using a P Card instead of the traditional P.O. On average, a P.O. transaction costs \$94 to complete as compared to a P Card transaction costing \$23 to complete. City staff will be evaluating this for the future.
 - Discussion and presentation on Boosting Employee Engagement. This is an ICMA session on coaching and mentoring.
 - Discussion and presentation from County Commissioner Windle Hardy on City-County Relationships. This was informative discussion on how Counties utilize the money received. This was an open discussion on how to build better relationships with our County elected officials.
 - Ground Water Supply and Related Pollution Risks from Oilfield Areas. This discussion related more to urban sprawl and how private water wells are polluting the aquifer.
 - Open Discussion – The hot topic was the recent storms that devastated Oklahoma in the past months. Meteorologists from the news channels were telling people to get in their cars and head south. This caused a major congestion of the highway system and put people at risk. CMAO members are informing their citizens to shelter in place. Another interesting point of discussion is McAlester is one of only a handful of communities that has designated storm shelters for citizens to move to. Because of liability issues, the majority of communities are not providing shelters for their citizens.
 - The CMAO Board of Directors approved the hiring of a full time Director for the organization along with a permanent office at OMAG. This hiring will give the Board more options to address relevant issues for the organization in the future.

- The annexation process for the TurnPike and Steven Taylor Industrial Park has begun. Richard Cotton has completed the legal description for the annexation and this has been forwarded on to the City Attorney. We are estimating that this annexation will be brought before the Council at the first meeting in September, 2013.
 - Collect written consents, list of owners from abstract company, prepare information for notice.
 - Authorize the notice to annex with notice of hearing on September 10, 2013.
 - Public hearing on annexation and annexation ordinance.
 - Notice to OTC with publication
 - Effective date, October 10, 2013

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.
 - Grievance 12/03/12: On the spot correction, (Windell Henry). This relates to measuring the activity of our Officers.
 - Grievance 03/08/13: Verbal Reprimand, (Windell Henry). This relates to measuring the activity of our Officers.
 - Grievance 05/06/13: Letter of Reprimand, (Windell Henry). This relates to measuring the activity of our Officers.
 - Grievance 05-16-13: Use of Comp Time filed, (Chris Morris). This relates to our Officers being required to use any comp time earned in the pay period that it falls in.
 - Grievance 05/16/13: Use of Comp Time filed, (Mickey Virden). This relates to our Officers being required to use any comp time earned in the pay period that it falls in.
 - Grievance 05/16/13: Use of Comp Time filed, (Windell Henry). This relates to our Officers being required to use comp time earned in the pay period that it falls in.
 - Grievance 05/16/13: Use of Comp Time filed, (FOP Lodge). This relates to our Officers being required to use comp time earned in the pay period that it falls in.
 - **The FOP has requested that the City and Police Union work these grievances through the Federal Mediation Service (FMCS) and attempt to resolve these issues. The City previously participated in this type of mediation with the IAFF. This was a successful approach in the past and the City is looking forward to resolving these differences.**

- 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 verbiage 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. **For the fiscal year 2012-2013, all new hires were provided the minimum complement required under the rules and regulations for the IAFF.**

- Mandatory Respirator Evaluation & Fit Test for SCBA mask. The IAFF and the City will be working on verbiage to the CBA for implementation. No new update.
- **No new grievances received since the last report.**

Waiver of Fees:

- N/A

Water Break Adjustments:

- N/A

Monthly Report:

- Grants Update

Upcoming Events:

- Culture Fest: August 17, 2013
- Walking with the Dinosaurs: September 10 – 16, 2013
- Gold Wing Rally: October 3 – 5, 2013
- Old West Festival: October 5, 2013
- Home Garden and Ranch Show: October 16 – 20, 2013
- Metcalf Gun Show: October 25 – 26, 2013
- Mathew West Concert: November 7, 2013
- Professional Bull Riders Association: November 16, 2013
- Bass Masters Tournament: June 2014
- Charity Bicycle Ride (Fall 2014)

Meetings Attended:

- Planning & Zoning Meeting
- Culture Fest Meeting

CURRENT

City of McAlester Grant Applications Submitted and/or In Progress as of December 18, 2012 to Present

	GRANT TITLE	FUNDER PROJECT		\$REQUESTED	OUTCOME	STATUS
1	CDBG - Small Cities 2010	HUD Oklahoma Dept of Commerce 900 North Stiles Oklahoma City, OK 73104-3234 Phone: (405) 815-5370		\$74,000	Awarded	CLOSED OUT 5/2013
2	CDBG - EDIF 2012	HUD - Hampel Oil Oklahoma Dept of Commerce 900 North Stiles Oklahoma City, OK 73104-3234 Phone: (405) 815-5370		\$85,000	Awarded	PROJECT IN PROGRESS
3	CDBG - Small Cities 2013	HUD Oklahoma Dept of Commerce Phone: (405) 815-5370		\$74,000	-	APPLICATION SUBMITTED JUNE 2013
4	FIREWISE Community Wildfire Protection Plan Grant	Oklahoma Forestry Services Tel: 405-522-6158	09/2012	\$8,000	Awarded	PROJECT IN PROGRESS
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	Healthy Communities Incentive Grant	OK Tobacco Settlement Endowment Trust	11/2012	\$50,000	Awarded	\$8,000 AWARDED Need Ordinance Revision To Receive Full Award WILL REAPPLY FOR BALANCE JANUARY 2014
7	Highway Safety Project	Oklahoma Highway Safety	09/2012	\$28,000	Awarded	Submitted
8	Union Pacific Railroad	SafeTrails Union Pacific Railroad Director - Public Affairs 817-353-7256	08/2012	\$75,000	Awarded	AWARDED \$15,000
9	Dept of Commerce	Runway Parking at Airport	09/2012	\$147,860 [\$133,000 Grant /\$14,860 Match]	Awarded	Project in Progress

10	Oklahoma Recreational Trails Program	Oklahoma Tourism and Recreation Department 120 N. Robinson, 6th Floor Oklahoma City, OK 73102	01/2013		\$160,000 cash match \$34,051 in-kind match \$31,067 total cost \$225,118	NOT AWARDED	City will REAPPLY January 2014
11	National Park Service	Land & Water Conservation National Park Service 1849 C Street NW Washington, DC 20240 (202) 208-3818	in progress		50/50 match	Unknown	APPLICATION SUBMITTED JANUARY 31, 2013
12	COMMUNITY PARTNERSHIP	CENTERPOINT ENERGY	12/2012		\$8720.90	Awarded	AWARDED \$1600 Fire Dept Carboxy Hemoglobin Parameter
13	TIGER	U.S. Department Of Transportation 1200 New Jersey Avenue, SE Washington, DC 20590 855-368-4200					WORKING WITH ROGER DAHLGREN for TIGER VI 2014 submission SUBMIT BY MAY 2014
14	Helping Our Hometown Heroes	Firehouse Subs Public Safety Foundation Director of Corporate Communications (904) 886-8600, x 237	9/13/2013				APPLICATION IN PROGRESS WORD.DOC DESKTOP IN GRANTS FILE SUBMIT BY OCTOBER 2013
15	Oklahoma State Energy Office Releases RFP for Energy Smart Communities	OKLAHOMA DEPARTMENT OF COMMERCE Carolyn Sullivan 405-815-5347					Project in Progress SUBMIT BY JULY 22, 2013
16	Traffic Safety Overtime Project	OHSO Highway Safety Application FFY2014			\$33,994	Awarded	AWARDED JULY 2013

17	Fresh Paint Days	KEEP OKLAHOMA BEAUTIFUL			PAIN FOR 3 FIRE BAYS		IN PROGRESS SUBMIT BY JULY 13, 2013
18	SAFER FY 2013	FEMA Assistance to Firefighters Grant AFG					SHOULD OPEN JULY/AUGUST 2013
19	FIRE PREVENTION & SAFETY GRANT FP&S FY 2013	FEMA Assistance to Firefighters Grant AFG					SHOULD OPEN JULY/AUGUST 2013

Council Chambers
Municipal Building
July 9, 2013

The McAlester Airport Authority met in a Regular session on Tuesday, July 9, 2013, at 6:00 P.M. after proper notice and agenda was posted July 3, 2013.

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

A motion was made by Mr. Smith and seconded by Mr. Karr to approve the following:

- Approval of the Minutes from the June 25, 2013 Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item C, regarding claims ending July 2, 2013. *(Toni Ervin, Chief Financial Officer)* In the amount of \$2,510.00.
- Confirm action taken on City Council Agenda Item E, Ratify and approve a one-year term Participating Entity Addendum between Blackboard Connect Inc. and City of McAlester, OK – Pittsburg County OK E911 that provides a fully hosted alert notification system for emergency notifications. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item J, an Adoption Agreement between American Fidelity Assurance Company and the City of McAlester for Administrative Services for the Section 125 Cafeteria Plan. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 2, authorizing the mayor to sign an Engagement Letter with Cole & Reed, P.C. for audit services for the fiscal year ending June 30, 2014. *(Toni Ervin, Chief Financial Officer)*

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

AYE: Trustees Karr, Garvin, Mason, Smith, Read & Chairman Harrison
NAY: None

Chairman Harrison declared the motion carried.

There being no further business to come before the Authority, Mr. Smith moved for the meeting to be adjourned, seconded by Mr. Karr.

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

AYE: Trustees Karr, Garvin, Mason, Smith, Read & Chairman Harrison

NAY: None

Chairman Harrison declared the motion carried.

ATTEST:

Steve Harrison, Chairman

Cora Middleton, Secretary

Council Chambers
Municipal Building
July 9, 2013

The McAlester Public Works Authority met in a Regular session on Tuesday, July 9, 2013, at 6:00 P.M. after proper notice and agenda was posted July 3, 2012.

Present: Weldon Smith, Travis Read, Robert Karr, Buddy Garvin, Sam Mason
& Steve Harrison
Absent: John Titsworth
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 June 25, 2013 Regular Meeting of the McAlester Public Works Authority (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item C, regarding claims ending July 2, 2013. (*Toni Ervin, Chief Financial Officer*) In the amount of \$193,439.47.
- Confirm action taken on City Council Agenda Item E, Ratify and approve a one-year term Participating Entity Addendum between Blackboard Connect Inc. and City of McAlester, OK – Pittsburg County OK E911 that provides a fully hosted alert notification system for emergency notifications. (*Peter J. Stasiak, City Manager*)
- Confirm action taken on City Council Agenda Item F, a Ratification of Lease Purchase between the First National Bank & Trust Company and the City of McAlester for a 2011 Freightliner m2106 33000#GVW Truck chassis IN: 1FVACYBS1BDAY3398 with any and all equipment, accessories and attachments to said vehicle; One new DuraPatcher Truck Mounted Style Spray Injection Road Repair Machine; and One new DuraPatcher 6,000 gal. Gravity Feed Vertical Emulsion Storage Tank. (*Toni Ervin, Chief Financial Officer*)
- Confirm action taken on City Council Agenda Item J, an Adoption Agreement between American Fidelity Assurance Company and the City of McAlester for Administrative Services for the Section 125 Cafeteria Plan. (*Toni Ervin, Chief Financial Officer*)
- Confirm action taken on City Council Agenda Item 2, of Public Private Partnership opportunity for the Operation and Maintenance of the City of McAlester's Water Treatment Plant. (*John C. Modzelewski, P.E., CFM, City Engineer and Public Works Directors*)
- Confirm action taken on City Council Agenda Item 4, a "Use Permitted After Review" for medical, office, and retail use. (*Peter J. Stasiak, City Manager*)

- Confirm action taken on City Council Agenda Item 5, the closing of a sewer easement in the following location: Lots 4, 5, and 6, in Block 19, City of McAlester, formerly South McAlester, Pittsburg County, State of Oklahoma. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 6, Re-Plat of Block 19, Lots 4, 5, and 6. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 7, a “Pledge and Guarantee” document which authorizes the annual renewal of the City of McAlester’s Participation Agreement with the Association for Landfill Financial Assurance (ALFA). *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Directors)*
- Confirm action taken on City Council Agenda Item 8, amending Chapter 62, Land Development Code, Article V, Zoning, Division 4, Flood Hazard Overlay District and Flood Damage Prevention, Section 62-246, Designation of floodplain administrator. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Directors)*
- Confirm action taken on City Council Agenda Item 9, authorizing the mayor to sign an Engagement Letter with Cole & Reed, P.C. for audit services for the fiscal year ending June 30, 2014. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 10, a Work Order for Professional Services with Mehlburger Brawley for engineering services required for the design of the 2013 Community Development Block Grant (CDBG) Small Cities Water Improvements. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Directors)*
- Confirm action taken on City Council Agenda Item 11, Final and Contractor’s Pay Estimate No. 2 – Final for the Taylor Industrial Park 8-Inch Main Water Improvements Project resulting in a final contract amount of \$150,130.00. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Directors)*

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

AYE: Trustees Smith, 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. Read.

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

AYE: Trustees Smith, Read, Karr, Garvin, Mason & Harrison

NAY: None

Chairman Harrison declared the motion carried.

ATTEST:

Steve Harrison, Chairman

Cora Middleton, Secretary

Council Chambers
Municipal Building
June 25, 2013

The McAlester Retirement Trust Authority met in Regular session on Tuesday, June 25, 2013 at 6:00 P.M. after proper notice and agenda was posted June 21, 2013.

Present: Weldon Smith, Travis Read, Buddy Garvin, Sam Mason & Steve Harrison
Absent: Robert Karr
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 28, 2013, Regular Meeting of the McAlester Retirement Trust Authority. (*Cora Middleton, City Clerk*)
- Approval of Retirement Benefit Payments for the Period of June 2013. (*Toni Ervin, Interim Chief Financial Officer*) In the amount of \$72,936.37.
- Confirm action taken on City Council Agenda Item 8, appointing an Authorized Agent for the City of McAlester's Defined Contribution Retirement Plan. (*Peter J. Stasiak, City Manager*)

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

AYE: Trustees Titsworth, Read, Garvin, Mason, Smith & 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. The vote was taken as follows:

AYE: Trustees Titsworth, Read, Garvin, Mason, Smith & Chairman Harrison
NAY: None

Chairman Harrison declared the motion carried.

Steve Harrison, Chairman

ATTEST:

Cora Middleton, Secretary