



# McAlester City Council

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## NOTICE OF MEETING

### Regular Meeting Agenda

Tuesday, August 27, 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](http://www.cityofmcalester.com) within the required time frame.*

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

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

### **CALL TO ORDER**

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*Announce the presence of a Quorum.*

### **INVOCATION & PLEDGE OF ALLEGIANCE**

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Cliff House, Lakewood Church

### **ROLL CALL**

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

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*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**

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*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 August 13, 2013, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for August 7 -20, 2013. *(Toni Ervin, Chief Financial Officer)*
- C. Consider and act upon, a Resolution that the City of McAlester desires to continue its participation in the Oklahoma Main Street Program. *(Ginny Webb, Executive Director, Main Street)*
- D. Accept and place on file the McAlester Main Street Annual Action Plan by Committee. *(Ginny Webb, Executive Director, Main Street)*
- E. Accept and place on file the Oklahomans for Independent Living Report for April, May and June, 2013. *(Pam Pulchny, Executive Director)*
- F. Accept and place on file the McAlester Public Schools Roofing Project and Expenditure Report. *(Marsha Gore, Superintendent of McAlester Public Schools)*
- G. Consider, and act upon, authorizing the Mayor to sign an agreement with Jordan Carris Insurance for Excess Worker's Compensation Insurance coverage. *(Toni Ervin, Chief Financial Officer)*
- H. Consider and act upon, an Agreement for the partial funding of the 2014 Junior Sunbelt Classic. *(Peter J. Stasiak, City Manager)*
- I. Concur with Mayor's Appointment of Mary Shannon, 701 E. Seneca, McAlester 74501 to the McAlester Regional Health Center Authority Board of Trustees for a term to expire February, 2019. *(Steve Harrison, Mayor)*
- J. TABLED FROM PREVIOUS MEETING. Consider and act upon to authorize the Mayor to execute a City-County Jail Services Agreement. *(William J. Ervin, City Attorney)*
- K. 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)*

**ITEMS REMOVED FROM CONSENT AGENDA**

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**PUBLIC HEARING**

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

**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 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**

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1. Consider, and act upon, authorizing a change in use and re-purposing Hutchinson Park in North Town McAlester to accommodate a Choctaw Village. *(Peter J. Stasiak, City Manager)*

#### Executive Summary

Discussion and motion to approve and act upon a change in use to re-purpose Hutchinson Park in North Town McAlester to accommodate a Choctaw Village.

2. Presentation by Connie Morris, Executive Director of Lake Eufaula Association, regarding the B.A.S.S. National 2014 Divisional Tournament Request for Proposal (RFP) and possible action to partner with Lake Eufaula Association to host the 2014 Divisional Tournament scheduled for June 2014. *(Mel Priddy, Director of Community Services)*

#### Executive Summary

Approve a partnership with Lake Eufaula Association in the total amount of \$10,565.00. These funds will not be incurred if this bid proposal is not accepted.

3. Consider, and act upon, declaring a 1999 International 4900 Trash Truck with extra rear hopper of property as surplus property in accordance with the Code of Ordinances Sec 2-286 and authorize the City Manager to sell them in accordance with the Code of Ordinances Sec 2-287. *(Toni Ervin, CFO)*

#### Executive Summary

Motion to approve request for a 1999 International 4900 Trash Truck with extra rear hopper be declared Surplus property.

4. 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.

5. 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.

6. Discussion to terminate/dissolve the McAlester Parking Authority. (*William J. Ervin, City Attorney*)

Executive Summary

Discussion regarding to terminate/dissolve McAlester Parking Authority

7. Consider, and act upon, authorizing the Mayor to sign a Resolution declaring that the CenterPoint Energy Franchise passed. (*Cora Middleton, City Clerk*)

Executive Summary

Motion to authorize the Mayor to sign a Resolution declaring that the CenterPoint Energy Franchise passed.

8. Consider, and act upon, approval of Change Order No. 1, for an extension of twenty-one days to the existing contract with Northern Equipment Company for Water Treatment Plant Residuals Handling Improvements. (*John C. Modzelewski, P.E., City Engineer and Public Works Director*)

Executive Summary

Motion to approve Change Order No. 1 for the extension of time to the construction contract with Northern Equipment Company for Water Treatment Plant Residuals Handling Improvements.

9. 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.

10. Consider, and act upon, an Agreement for Engineering Services with Tetra Tech for the preparation of an engineering report to meet the requirements of a Consent Order issued by the Oklahoma Department of Environmental Quality for the lump sum fee of \$31,850. (*John C. Modzelewski, P.E., City Engineer and Public Works Director*)

Executive Summary

Motion to approve authorizing the Mayor to sign an Agreement for Engineering Services with Tetra Tech for the preparation of an engineering report to meet the requirements of a Consent Order issued by the Oklahoma Department of Environmental Quality for the lump sum fee of \$31,850.

11. TABLED FROM PREVIOUS MEETING: Consider and Act to authorize the City Attorney to file any and all necessary District Court Action(s) to secure access to

documents and records of MPower Economic Development, and to protect the interest of the City of McAlester in relation to its expired/terminated contract with MPower Economic Development Corporation. *(William J. Ervin, City Attorney)*

#### Executive Summary

Motion to approve authorization for the City Attorney to file any and all necessary District Court Action(s).

### **NEW BUSINESS**

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

### **CITY MANAGER'S REPORT (Peter J. Stasiak)**

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- Report on activities for the past two weeks.

### **REMARKS AND INQUIRIES BY CITY COUNCIL**

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### **MAYORS COMMENTS AND COMMITTEE APPOINTMENTS**

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### **RECESS COUNCIL MEETING**

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### **CONVENE AS McALESTER AIRPORT AUTHORITY**

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*Majority of a Quorum required for approval*

- Approval of the Minutes from the August 13, 2013 Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending August 20, 2013. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 4, 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)*
- Confirm action taken on City Council Agenda Item 5, 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)*

- Confirm action taken on City Council Agenda Item 7, authorizing the Mayor to sign a Resolution declaring that the CenterPoint Energy Franchise passed. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item 9, 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**

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*Majority of a Quorum required for approval*

- Approval of the Minutes from the August 13, 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 August 20, 2013. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 3, declaring a 1999 International 4900 Trash Truck with extra rear hopper of property as surplus property in accordance with the Code of Ordinances Sec 2-286 and authorize the City Manager to sell them in accordance with the Code of Ordinances Sec 2-287. *(Toni Ervin, CFO)*
- Confirm action taken on City Council Agenda Item 4 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)*
- Confirm action taken on City Council Agenda Item 5, 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)*
- Confirm action taken on City Council Agenda Item 7, authorizing the Mayor to sign a Resolution declaring that the CenterPoint Energy Franchise passed. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item 8, approval of Change Order No. 1, for an extension of twenty-one days to the existing contract with Northern Equipment Company for Water Treatment Plant Residuals Handling Improvements. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

- Confirm action taken on City Council Agenda Item 10, an Agreement for Engineering Services with Tetra Tech for the preparation of an engineering report to meet the requirements of a Consent Order issued by the Oklahoma Department of Environmental Quality for the lump sum fee of \$31,850. (*John C. Modzelewski, P.E., City Engineer and Public Works Director*)

#### ADJOURN MPWA

#### **CONVENE AS MCALESTER RETIREMENT TRUST AUTHORITY**

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*Majority of a Quorum required for approval*

- Approval of the Minutes from the July 23, 2013, Regular Meeting of the McAlester Retirement Trust Authority. (*Cora Middleton, City Clerk*)
- Approval of Retirement Benefit Payments for the Period of August 2013. (*Toni Ervin, Interim Chief Financial Officer*)

#### ADJOURN MRTA

#### **RECONVENE COUNCIL MEETING**

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#### **EXECUTIVE SESSION**

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*Recess into Executive Session in compliance with Section Title 25 Section 307 B.1 et.seq. Oklahoma Statutes, to wit:*

- 1) Proposed executive session pursuant to Title 25, Sec. 307 (B) (1), discussing the employment, hiring appointment, promotion, demotion, disciplining or resignation of any individual salaried public officer or employee: City Attorney, William J. Ervin

#### **RECONVENE INTO OPEN SESSION**

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

- Consider, and act upon, the City Attorney Contract.

#### **RECONVENE INTO OPEN SESSION**

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#### **ADJOURNMENT**

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#### **CERTIFICATION**

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*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](http://www.cityofmcalester.com).*

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**Cora M. Middleton, City Clerk**

The McAlester City Council met in Regular session on Tuesday, August 13, 2013, at 6:00 P.M. after proper notice and agenda was posted, August 9, 2013, at 11:18 A.M.

**Call to Order**

Mayor Harrison called the meeting to order.

William J. Ervin, City Attorney gave the invocation and led the Pledge of Allegiance.

**Roll Call**

Council Roll Call was as follows:

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

Absent: None

Presiding: Steve Harrison, Mayor

Staff Present: Peter J. Stasiak, City Manager; John Modzelewski, City Engineer/Public Works Director; Toni Ervin, Chief Financial Officer; Mel Priddy, Community Services Director; Gary Wansick, Interim Police Chief; William J. Ervin, City Attorney and Cora Middleton, City Clerk

**Citizen's Comments on Non-agenda Items**

Stephanie Giacomo, Executive Director Pride In McAlester addressed the Council informing them that Pride In McAlester had applied for and received a "Keep Oklahoma Beautiful" Fresh Paint Days Grant to paint a building at 1109 N. Main. She added that the first weekend in September the group would do some preliminary work and the second weekend in September the group would get together and paint the building. She briefly commented on the upcoming "Culture Fest".

Ginny Webb, Executive Director McAlester Main Street Association addressed the Council reminding them that "Culture Fest" was the coming weekend. It would start at 11:00 A.M. and go until 8:00 P.M. She then encouraged everyone to come and enjoy the event.

**Consent Agenda**

- A. Approval of the Minutes from the July 9, 2013 Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*

- B. Approval of the Minutes from the July 23, 2013 Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- C. Approval of Claims for July 17, 2013 to August 6, 2013. *(Toni Ervin, Chief Financial Officer)* In the following amounts: General Fund - \$184,884.82; Nutrition - \$946.49; Landfill Res./Sub-Title D - \$5,936.00; Police Grant Fund - \$400.00; Tourism Fund - \$11,299.80; SE Expo Center - \$9,546.68; E-911 - \$5,040.34; Economic Development - \$16,278.50; Fleet Maintenance - \$19,930.30 and CIP Fund - \$64,222.34.
- D. Consider and act upon, to approve/renew Campus Police Agreement, between the City of McAlester and ISD80 (McAlester Public Schools). *(William J. Ervin, City Attorney)*
- E. Consider and act upon, to authorize the City Attorney to provide notice of the proposed annexation of adjacent or contiguous territory, as required by 11 O.S. § 21-103(B), and to set a public hearing on said Annexation for Tuesday September 10, 2013, at 6:00 p.m. *(William J. Ervin, City Attorney)*
- F. Consider and act upon, to authorize the City Attorney to file a District Court Action regarding forfeiture and disposition of certain personal property held as evidence, more particularly: monies, bicycles and firearms. *(William J. Ervin, City Attorney)*
- G. Consider and act upon, to authorize the City Attorney to terminate/dissolve the McAlester Cemetery Trust. *(William J. Ervin, City Attorney)*
- H. Consider and act upon, authorizing the City Manager to sign a Letter of Support for the Choctaw Nation's application for funding under the U.S. Department of Commerce Grant Program to build a recycling facility at the Steven Taylor Industrial Park. It is the intent of the Choctaw Nation to partner with The City of McAlester and Allied Waste to implement a single stream recycling center at the Stephen Taylor Industrial Park. *(Peter J. Stasiak, City Manager)*
- I. Consider and act upon, authorizing the City Manager to waive permit fees for the 2<sup>nd</sup> Annual Citywide Yard Sale on October 5, 2013 between 8:00 a.m. – 1:00 p.m. *(Pamela Kirby, Grant Writer)*

Vice-Mayor Mason requested that items "C and G" be removed for individual consideration. Councilman Garvin also requested that item "C" be removed.

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

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

Mayor Harrison declared the motion carried.

### **Items Removed from the Consent Agenda**

- C. Approval of Claims for July 17, 2013 to August 6, 2013. (*Toni Ervin, Chief Financial Officer*) In the following amounts: General Fund - \$184,884.82; Nutrition - \$946.49; Landfill Res./Sub-Title D - \$5,936.00; Police Grant Fund - \$400.00; Tourism Fund - \$11,299.80; SE Expo Center - \$9,546.68; E-911 - \$5,040.34; Economic Development - \$16,278.50; Fleet Maintenance - \$19,930.30 and CIP Fund - \$64,222.34.

Councilman Smith moved to approve Claims for July 17, 2013 through August 6, 2013. The motion was seconded by Councilman Read.

Before the vote, Vice-Mayor Mason inquired about a payment to Ervin & Ervin on page 20 that had been charged to Economic Development and he then requested an itemized statement regarding those charges. Vice-Mayor Mason asked for information concerning payments to Gullick & Associates, what the hurry had been to contract with Gullick & Associates and he requested an itemized list of the accomplishments and contacts had been made by the contractor.

City Attorney Ervin informed the Council that the charges had been related to the entire annexation process of land up to and including the Steven Taylor Industrial Park.

Manager Stasiak informed the Council that Gullick & Associates had been contracted with to insure that there was not a gap in services to the community, to the Oklahoma Department of Commerce and for business retention. He added that a lot of the information was included in the City Manager's report.

Councilman Garvin inquired about a payment to Ervin & Ervin in the amount of \$2340.00.

City Attorney Ervin informed the Council that payment had been for litigation services and had been for three (3) or four (4) cases. There was no other discussion, and the vote was taken as follows:

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

Mayor Harrison declared the motion carried.

- G. Consider and act upon, to authorize the City Attorney to terminate/dissolve the McAlester Cemetery Trust. (*William J. Ervin, City Attorney*)

A motion was made by Vice-Mayor Mason and seconded by Councilman Garvin to authorize the City Attorney to terminate/dissolve the McAlester Cemetery Trust.

Before the vote, Vice-Mayor Mason inquired about the Trust and the reason to dissolve it.

City Attorney Ervin explained that this Trust had been set up in the 1930's to ensure that monies for gravesites was re-invested into the cemetery and extend the life of the cemetery. He commented that when it was initially set up there had been a bank officer at the Bank NA that had managed the trust at no cost to the trust for about forty (40) years. He added that it then went to the Trust Department at 1st National Bank where it was managed at no cost to the City. When that Trust Department was dissolved it went to the Bank of Oklahoma and that bank charges an administration fee of 4% of the assets managed. Mr. Ervin stated that this had been questioned by an auditor and if the Trust was dissolved it would be administered by the Finance Department of the City of McAlester which would manage the funds accordingly.

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

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

NAY: None

Mayor Harrison declared the motion carried.

A motion was made by Councilman Read and seconded by Councilman Smith to open a Public Hearing addressing three (3) Ordinances. There was no discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried, and the Public Hearing was opened at 6:22 P.M.

### **Public Hearing**

AN ORDINANCE AMENDING CHAPTER 10, ARTICLE 1; IN GENERAL, ADDING SECTION 21; ENTITLED DOG PARK; SETTING HOURS OF OPERATION; ESTABLISHING RULES; AND DECLARING AN EMERGENCY.

There were no comments or inquiries from the Council or the public concerning the first Ordinance, which established rules, regulations and operating hours of the City's Dog Park.

AN ORDINANCE AMENDING THE GENERAL ZONING ORDINANCE AND ACCOMPANYING MAP THERETO KNOWN AS GENERAL ZONING ORDINANCE NO. 1843 (1989), BY CHANGING THE CLASSIFICATIONS OF THE ZONING DISTRICT FOR: ALL THAT PORTION OF THE MK&T RAILROAD IN BLOCKS 136, 137, 138 AND 139 IN NORTH MCALESTER, Pittsburg County, State of Oklahoma FROM R-1B (SINGLE FAMILY RESIDENTIAL DISTRICT) TO C-5 (HIGHWAY COMMERCIAL DISTRICT).

The following citizens addressed the Council expressing their opposition to the re-zoning request: Coluah Watts Stanfield, Greg Rolan, Frank Tedrick, Vanessa Rolan and Thanita Spencer.

Harlan Heinicke addressed the Council explaining the condition of the building that was located on a portion of his property and that he had been unable to locate any registered owners of the adjacent property.

There was discussion among the Council regarding the comments that had been made, the steps that had been taken to get this item before the Council and the wishes of the citizens in the area of the property involved in this matter.

AN ORDINANCE AMENDING THE GENERAL ZONING ORDINANCE AND ACCOMPANYING MAP THERETO KNOWN AS GENERAL ZONING ORDINANCE NO. 1843 (1989), BY CHANGING THE CLASSIFICATIONS OF THE ZONING DISTRICT FOR: A TRACT OF LAND IN SECTION 24, TOWNSHIP 5 NORTH, RANGE 14 EAST AND IN SECTION 19, TOWNSHIP 5 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, PITTSBURG COUNTY, STATE OF OKLAHOMA FROM I-1 (LIGHT INDUSTRIAL DISTRICT) TO C-5 (HIGHWAY COMMERCIAL DISTRICT)

Carl Voss addressed the Council applauding the Council and City Manager for the improvements and sale of this property to the Choctaw Nation. He added that this action would help everyone.

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

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

NAY: None

Mayor Harrison declared the motion carried, and the Public Hearing was closed at 6:58 P.M.

### **Scheduled Business**

1. Consider and act upon, a re-zone for all that portion of MK&T Railroad in Blocks 136, 137, 138 and 139 in North McAlester from R-1B single family residential district to a C-5 Highway Commercial District. *(Peter J. Stasiak, City Manager)*

#### Executive Summary

Motion to approve the re-zone from R-1B Single Family Residential District to a C-5 Highway Commercial District and authorizing the Mayor to sign the attached Ordinance.

A motion was made by Councilman Read and seconded by Councilman Titsworth to a re-zone of all that portion of MK&T Railroad in Blocks 136, 137, 138 and 139 in North McAlester from R-1B single family residential district to a C-5 Highway Commercial District.

Before the vote, Manager Stasiak informed the Council that the Planning and Zoning Commission had met on June 18, 2013 and tabled this item for more information. They met again on July 16, 2013 and had voted to recommend the re-zone to the Council. He added that the applicant had met all the legal requirements.

There was discussion, among the Council including Manager Stasiak and City Attorney Ervin concerning a correction to the minutes of the Planning and Zoning Commission on July 16,

2013, the Commission only being an advisory board, not wanting to live by a storage facility, the type of fence that could be erected in the City, how much useable property would be left after all of the set back requirements were met, having to guarantee that the owner would comply with the requirements and trying to come to a conclusion that satisfied all concerned parties.

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

AYE: None

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

Mayor Harrison declared the motion failed.

2. Consider and act upon, a change in zoning from I-1 Light Industrial District to a C-5 Highway Commercial District known as the Southside Business Park. *(Peter J. Stasiak, City Manager)*

Executive Summary

Motion to approve and act upon changing the existing zoning from I-1 Light Industrial District to a C-5 Highway Commercial District and authorizing the Mayor to sign the attached Ordinance.

#### **ORDINANCE NO. 2474**

**AN ORDINANCE AMENDING THE GENERAL ZONING ORDINANCE AND ACCOMPANYING MAP THERETO KNOWN AS GENERAL ZONING ORDINANCE NO. 1843 (1989), BY CHANGING THE CLASSIFICATIONS OF THE ZONING DISTRICT FOR: A TRACT OF LAND IN SECTION 24, TOWNSHIP 5 NORTH, RANGE 14 EAST AND IN SECTION 19, TOWNSHIP 5 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, PITTSBURG COUNTY, STATE OF OKLAHOMA FROM I-1 (LIGHT INDUSTRIAL DISTRICT) TO C-5 (HIGHWAY COMMERCIAL DISTRICT).**

A motion was made by Councilman Titsworth and seconded by Councilman Smith to approve **ORDINANCE NO. 2474.**

Before the vote, Manager Stasiak commented that this re-zone had been at the request of the Council. He then explained the steps that had been taken during this process.

After a brief discussion among the Council regarding the number of letters sent out, and any feedback from residents in that area, the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

3. Consider and act upon, an ordinance of the City of McAlester Oklahoma amending Chapter 10, Article 1; in general adding Section 21; entitled Dog Park; setting hours of

operation, establishing rules, and declaring an emergency. (*Mel Priddy, Director of Community Services*)

Executive Summary

Motion to approve Ordinance amending Chapter 10, Article 1; in general adding Section 21.

**ORDINANCE NO. 2475**

**AN ORDINANCE AMENDING CHAPTER 10, ARTICLE 1; IN GENERAL, ADDING SECTION 21; ENTITLED DOG PARK; SETTING HOURS OF OPERATION; ESTABLISHING RULES; AND DECLARING AN EMERGENCY.**

A motion was made by Councilman Read and seconded by Councilman Titsworth to approve **ORDINANCE NO. 2475**.

Before the vote, Mel Priddy addressed the Council explaining that the volunteer committee working with the Parks Department had met and established a set of rules to display at the City's Dog Park. He added that they had wanted those rules to be enforceable by the Police Department.

After a brief discussion among the Council including Mr. Priddy regarding the correction of the September date, if the gate would have a lock and the amount of money that had been raised by donations, the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

Councilman Read moved to approve the EMERGENCY CLAUSE. The motion was seconded by Councilman Titsworth. There was no discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

4. Discussion and possible action, on Retail Sales Tax Incentive Program for McAlester Main Street District Businesses and Choctaw Corridor accepting application of enclosed business as an applicant and authorize the certificate of acceptance of H.L.'s Sport Shop as a participant. (*Toni Ervin, CFO*)

Executive Summary

McAlester Main Street and Staff would like to request direction on the following application matter. Our recommendation would be to accept this business as an applicant and authorize Mayor to sign certificate of acceptance as a participant.

A motion was made by Councilman Garvin and seconded by Smith to approve the application of H.L.'s Sport Shop into the Retail Sales Tax Incentive Program and authorize the Mayor to sign the certificate of acceptance as a participant.

Before the vote, Ginny Webb Executive Director of McAlester Main Street Association explained the events that had occurred with this particular business' application. Ms. Webb assured the Council that this mix up would not happen in the future.

There was discussion among the Council, Ms. Webb and Toni Ervin concerning the mix up, what the former Main Street Director remembered, how long the business had been in its' current location, how much the business' sales tax had increased, the number of jobs this move had created and who was required to verify that all steps in the program were met by the applicant.

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

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

NAY: None

Mayor Harrison declared the motion carried.

5. Consider, and act upon, authorizing the Mayor to sign a "Seasonal Pole Attachment Agreement" between the City of McAlester and Public Service Company of Oklahoma (PSO). (*John Modzelewski, PE, City Engineer and Public Works Director*)

Executive Summary

Motion to approve the "Seasonal Pole Attachment Agreement" between the City of McAlester and Public Service Company of Oklahoma (PSO) and authorize the Mayor to sign after review and approval by City Attorney's Office.

A motion was made by Councilman Smith and seconded by Councilman Read to approve a "Seasonal Pole Attachment Agreement" between the City of McAlester and Public Service Company of Oklahoma (PSO) and authorize the Mayor to sign the agreement after review and approval by the City Attorney's Office.

Before the vote, City Attorney Ervin commented that he had spoken with John Modzelewski expressing concerns with this item but those concerns had been quieted.

John Modzelewski explained that he had been working with Ginny Webb on the signs for the poles and had recommended that she contact P.S.O. for their requirements. He then received a call from Frank Phillips, P.S.O.'s Community Services Manager in McAlester who informed him that the City had never had an agreement with P.S.O. He commented that this item would correct that oversight.

Attorney Ervin explained that his concerns had been with the indemnification section of the agreement. He stated that the City would be accepting some liability but only to the limits of the Governmental Tort Claims limits and that only the City would be attaching things to the poles. He added that his concerns had been resolved.

There was a brief discussion among the Council including Attorney Ervin concerning the insurance requirements, the amount of rent that P.S.O. could charge the City, the types of signs that could be placed on the poles and that P.S.O. would only contract with municipalities.

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

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

NAY: None

Mayor Harrison declared the motion carried.

6. Consider and Act to authorize the City Attorney to file any and all necessary District Court Action(s) to secure access to documents and records of MPower Economic Development, and to protect the interest of the City of McAlester in relation to its expired/terminated contract with MPower Economic Development Corporation. (*William J. Ervin, City Attorney*)

Executive Summary

Motion to approve authorization for the City Attorney to file any and all necessary District Court Action(s).

A motion was made by Councilman Smith and seconded by Councilman Read to authorize the City Attorney to file any and all necessary District Court Action(s) in relation to the City of McAlester's expired/terminated contract with MPower Economic Development Corporation.

Before the vote, City Attorney Ervin explained that this item had been placed on the agenda at the request of an individual Council member. He informed the Council that he had been working with what was left of the MPower Board of Directors and their attorney. He commented that he had reviewed two (2) boxes of documents and suggested to their Counsel that the City take possession of the documents. He added that the Board of Directors planned to meet to review those documents and decide what would be given to the City. He also informed the Council that the office equipment had been donated to a local charity and the unused money had been donated to "The Wounded Warrior Project".

There was lengthy discussion among the Council including Attorney Ervin concerning MPower's board, how and what records should be surrendered, the donation of assets, if the notification for access to the documents should be in writing, the MPower Board's plan to dissolve, a possible issue with the Internal Revenue Service, remedies for any breach of contract and tabling this item until the next meeting.

Vice-Mayor Mason moved to amend the motion and to table this item until the next meeting pending the City Attorney's inquiry to gain access to the records and the Boards position on dissolving. The motion was seconded by Councilman Garvin and the vote was taken as follows:

AYE: Councilman Mason, Garvin, Karr & Mayor Harrison

NAY: Councilman Smith, Titsworth & Read

Mayor Harrison declared the motion carried.

7. Consider and Act to authorize the Mayor to execute a City-County Jail Services Agreement. (*William J. Ervin, City Attorney*)

Executive Summary

Motion to approve authorizing the Mayor to execute a City-County Jail Services Agreement.

A motion was made by Councilman Smith and seconded by Councilman Read to authorize the Mayor to execute a City-County Jail Services Agreement.

Before the vote, Attorney Ervin addressed the Council explaining that this item had been put on the agenda to address a long standing need of the City of McAlester. He commented that the City's jail facility was in a state of disrepair. He stated that negotiations were in process prior to the change in the Police Department and the current interim Chief had asked the City Attorney to bring this item before the Council.

There was discussion among the Council and Attorney Ervin concerning the language in the agreement, how bail was addressed in the contract, if all City inmates would be sent to the County facility and the City possibly having jail facilities in the future.

Councilman Garvin moved to postpone this item. The motion was seconded by Councilman Karr and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

### **New Business**

There was no new business.

### **City Manager's Report**

Manager Stasiak apologized for getting the City Manager's report out late. He commented that it had become more evident that the City needed a Strategic Plan and staff would like to proceed with that plan. He asked the Mayor to look at volunteers or appoint Council members to the committee. He informed the Council that the Street Sweeper's motor had been repaired and the hydraulic system would be looked at this week.

### **Remarks and Inquiries by City Council**

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

Vice-Mayor Mason inquired about the agreement with the County for ambulance services and the status of dissolving the McAlester Parking Authority.

Attorney Ervin stated that he would give a full report at the next meeting.

Councilman Garvin inquired about the contractor(s) on the Wade Watts, Electric Avenue and Parker Middle School projects.

Manager Stasiak informed the Council that Katcon was the contractor on Wade Watts and Electric Avenue and Dustin Harris was working on Parker Middle School.

Councilman Garvin inquired about the length of time that the Electric Avenue project was taking, that no concrete had been hauled off, the need for a daily schedule, who was inspecting the street projects, and how no concrete had been hauled off. He asked the City Manager to tour areas of the City and inquired about the review of the resumes for the Economic Development Director, Community Development Director and Chief of Police positions. He commented about the potential to have a Compressed Natural Gas (CNG) filling station constructed in the City.

Manager Stasiak informed the Council that David Medley, Richard Cotton, Tim Adams and Tommy Hill were inspecting the street projects. He added that Mr. Medley was transitioning into the Engineering Department and he had received about six (6) on the Community Development Director's position, ten (10) or eleven (11) on the Economic Development Director and about nine (9) on the Chief of Police's position and he would be reviewing them this week.

Councilman Karr commented on the work on Electric Avenue and stated that the detour was a lot better.

### **Mayor's Comments and Committee Appointments**

Mayor Harrison agreed that it was time to take a look at the Strategic Plan. He asked if Councilman Smith and Vice-Mayor Mason would be willing to serve on the committee and if a third Councilman was interested to let him know. He then asked all Councilmen to consider citizens to serve on the committee and suggested that they consider younger citizens.

### **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, Karr, Garvin, Mason, Titsworth & Mayor Harrison  
NAY: None

Mayor Harrison declared the motion carried and the meeting was recessed at 8:49 P.M.

### **Reconvene Council Meeting**

The Regular Meeting was reconvened at 8:50 P.M.

A motion was made by Councilman Smith and seconded by Councilman Garvin to recess the Regular meeting for an Executive Session in accordance with Title 25, Sec. 307.B.4 for Confidential communications between a public body and its attorney concerning a pending investigations, claims, or actions, more particularly: Nelson, Osborne & Sparks v. City of McAlester (Claim); Dobson v. City of McAlester; C. Cox v. City of McAlester; City of McAlester v. Randy Green, Case No. C-06-844; McCormick vs. City of McAlester 2011-CIV-166; Cox et al v. City of McAlester, Oklahoma 12-CIV-100; Nakina Williams v. City of McAlester; IAFF v. PERB and The City of McAlester.

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

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

NAY: None

Mayor Harrison declared the motion carried and the meeting was recessed at 8:51 P.M.

### **Executive Session**

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

- 1) Proposed executive session pursuant to Title 25, Sec. 307 (B) (4) for Confidential communications between a public body and its attorney concerning a pending investigations, claims, or actions, more particularly:

Nelson, Osborne & Sparks v. City of McAlester (Claim); Dobson v. City of McAlester; C. Cox v. City of McAlester; City of McAlester v. Randy Green, Case No. C-06-844; McCormick vs. City of McAlester 2011-CIV-166; Cox et al v. City of McAlester, Oklahoma 12-CIV-100; Nakina Williams v. City of McAlester; IAFF v. PERB and The City of McAlester.

### **Reconvene Into Open Session**

The Regular meeting was reconvened at 9:39 P.M. Mayor Harrison reported that the Council had recessed the Regular meeting for an Executive Session in accordance with Title 25, Sec. 307.B.4 for Confidential communications between a public body and its attorney concerning a pending investigations, claims, or actions, more particularly: Nelson, Osborne & Sparks v. City of McAlester (Claim); Dobson v. City of McAlester; C. Cox v. City of McAlester; City of McAlester v. Randy Green, Case No. C-06-844; McCormick vs. City of McAlester 2011-CIV-166; Cox et al v. City of McAlester, Oklahoma 12-CIV-100; Nakina Williams v. City of McAlester; IAFF v. PERB and The City of McAlester. Only that matter was discussed, no action was taken and the Council returned to open session at 9:39 P.M., and this constituted the Minutes of the Executive Session.

### **Adjournment**

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

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

NAY: None

Mayor Harrison declared the motion carried, and the meeting was adjourned at 9:40 P.M.

ATTEST:

\_\_\_\_\_  
Steve Harrison, Mayor

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

**CLAIMS FROM**

**AUGUST 7, 2013**  
**THRU**  
**AUGUST 20, 2013**

PACKET: 10017 CLAIMS FOR 08/27/2013

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00028 "A" PLUS LAWN SERVICE	I-13-09362	01 -5542308	CONTRACTED SE MONTHLY MOWING FEE	065774	1,200.00
01-A00150 ACME JANITORIAL	I-625569	01 -5431202	OPERATING SUP JANITORIAL SUPPLIES	065776	372.39
01-A00362 ALLEGIANCE COMMUNICATIO	I-201308075257	01 -5320328	INTERNET SERV INTERNET SVS-DET DIV	065688	116.75
	I-201308075257	01 -5542328	INTERNET SERV INTERNET SVS-STIPE	065688	72.95
	I-201308145277	01 -5542328	INTERNET SERV INTERNET SVS-PARKS SHOP	065765	75.96
	I-201308145277	01 -5865328	INTERNET SERV INTERNET SVS-T/C SHOP	065765	75.96
	I-201308145277	01 -5548328	INTERNET SRV INTERNET SVS-FAC MAINT	065765	75.96
	I-201308145277	01 -5431328	INTERNET SERV INTERNET SVS-N FIRE STATION	065765	62.95
01-A00500 AMERICAN MUNICIPAL SERV	I-201309205293	01 -2105	COLLECTION AG COURT COLLECTION FEE-JULY	065778	4,383.00
01-A00751 ATWOODS	I-1617/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	065779	59.95
	I-1622/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	065779	64.97
	I-1624/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	065779	99.98
01-A00770 BOLTE ENTERPRISES, INC	I-929817	01 -5431203	REPAIRS & MAI MISC PARTS & SUPPLIES	065780	31.37
01-B00108 BARNETT OIL & GAS CONST	I-22550	01 -5865218	STREET REPAIR HAULING FEE FOR ROCK	065782	2,200.00
01-C00100 CLEET	I-201308145280	01 -2100	CLEET PAYABLE CLEET FEES DUE-JULY 2013	065767	4,036.52
01-C00624 COMFORT INN & SUITES	I-16998747	01 -5213331	EMPLOYEE TRAV TRAVEL EXP-INCODE TRAININ	065787	162.00
01-C00900 CYNTHIE CUMBIE dba CUST	I-1217	01 -5431207	CLOTHING ALLO UNIFORM ALLOWANCE	065789	56.00
01-D00097 DASH MEDICAL GLOVES	I-INV0809220	01 -5432202	OPERATING SUP MEDICAL SUPPLIES	065790	203.70
01-D00330 DEPT. OF PUBLIC SAFETY	I-04-1400642	01 -5321308	CONTRACTED SE TELETYPE RENTAL FEE	065793	350.00
01-D00370 DETCO INDUSTRIES, INC	I-2438561	01 -5322202	OPERATING SUP ODAR SPRAY FOR POUND	065794	213.98
01-D00402 DIAMOND TROPHY & ENGRAV	I-201308205290	01 -5544203	REPAIRS & MAI SUMMER TENNIS AWARDS	065795	146.26

PACKET: 10017 CLAIMS FOR 08/27/2013

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR NAME	ITEM #	G/I	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000470 DISPLAY SALES						
	I-INV0091634	01	-5542519	LIGHTS REPLAC CHRISTMAS DECORATIONS	065796	392.00
01-000540 DOLESE BROTHERS						
	I-AG13086073	01	-5865218	STREET REPAIR ROCK & SCREENINGS	065797	520.35
	I-AG13086669	01	-5865218	STREET REPAIR ROCK & SCREENINGS	065797	375.46
	I-AG13087353	01	-5865218	STREET REPAIR ROCK & SCREENINGS	065797	1,076.55
	I-AG13088029	01	-5865218	STREET REPAIR ROCK & SCREENINGS	065797	722.01
	I-AG13088030	01	-5865218	STREET REPAIR ROCK & SCREENINGS	065797	173.33
01-000259 ERGON ASPHALT & EMULSIO						
	I-9401065417	01	-5865218	STREET REPAIR OIL & PUMP	065799	4,765.75
01-000279 EST, INC.						
	I-30405	01	-5865218	STREET REPAIR CORE SAMPLES & ANALYSIS	065800	641.00
	I-30406	01	-5865218	STREET REPAIR CORE SAMPLES & ANALYSIS	065800	699.50
	I-30546	01	-5865403	STREETS RECON FNG SVS-17TH ST PROJECT	065800	29,450.00
01-0002015 FLEETCOR TECHNOLOGIES						
	I-201308205288	01	-5865212	FUEL EXPENSE FUEL EXP-JULY-STREETS	065801	243.95
	I-201308205288	01	-5547212	FUEL EXPENSE FUEL EXP-JULY-CEMETERY	065801	63.04
	I-201308205288	01	-5542212	FUEL EXPENSE FUEL EXP-JULY-PARKS	065801	215.84
	I-201308205288	01	-5544212	FUEL EXPENSE FUEL EXP-JULY-REC	065801	191.59
	I-201308205289	01	-5322212	FUEL EXPENSE FUEL EXP-JULY-ANIMAL CONT	065802	369.34
	I-201308205289	01	-5321212	FUEL EXPENSE FUEL EXP-JULY-POLICE	065802	11,288.00
	I-201308205289	01	-5431212	FUEL EXPENSE FUEL EXP-JULY-FIRE	065802	1,357.66
	I-201308205289	01	-5542212	FUEL EXPENSE FUEL EXP-JULY-PARKS	065802	2,823.65
	I-201308205289	01	-5544212	FUEL EXPENSE FUEL EXP-JULY-FAC MAINT	065802	621.09
	I-201308205289	01	-5865212	FUEL EXPENSE FUEL EXP-JULY-STREETS	065802	3,238.94
	I-201308205289	01	-5544212	FUEL EXPENSE FUEL EXP-JULY-REC	065802	96.51
	I-201308205289	01	-5652212	FUEL EXPENSE FUEL EXP-JULY-CODES	065802	509.19
	I-201308205289	01	-5225212	FUEL EXPENSE FUEL EXP-JULY-IT	065802	191.81
	I-201308205289	01	-5653212	FUEL EXPENSE FUEL EXP-JULY-SAFETY	065802	78.03
	I-201308205289	01	-5547212	FUEL EXPENSE FUEL EXP-JULY-CEMETERY	065802	539.93
	I-201308205289	01	-5432212	FUEL EXPENSE FUEL EXP-JULY-EMS	065802	1,462.53
01-000141 FIRE STORE						
	I-E1097928	01	-5431207	CLOTHING ALLO FIRE HELMET SHIELD	065805	57.69
	I-E1099356	01	-5431207	CLOTHING ALLO CLOTHING ALLOWANCE	065805	132.98
01-000913 G & C RENTAL CENTER, LN						
	I-22470	01	-5547203	REPAIRS & MAI TRACHOE RENTAL AS NEEDED	065807	233.83
	I-22555	01	-5547203	REPAIRS & MAI TRACHOE RENTAL AS NEEDED	065807	484.15
01-000090 GFOAO- GOVT. FINANCE OF						
	I-13-00506	01	-5210331	EMPLOYEE TRAV GFOA REGISTRATION FEE	065808	50.00
	I-13-00506	01	-5211331	EMPLOYEE TRAV GFOA REGISTRATION FEE	065808	50.00
01-000130 GALLI'S, AN ARAMARK CO.,						

PACKET: 10017 CLAIMS FOR 08/27/2013

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000130	GALL'S, AN ARAMARK CO.,	continued				
		I-BC0018159	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	065809	159.99
		I-BC0019828	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	065809	239.97
01-000200	GEORGE HALIBURTON					
		I-160570	01 -5652318	ABATEMENTS CONTRACT BRUSH HOGGING	065810	576.00
01-000197	HOLIDAY INN EXPRESS					
		I-13-00505	01 -5431331	EMPLOYEE TRAV TRAVEL EXP-FIRE TRAINING	065817	486.00
01-000061	RICOH USA, INC.					
		I-5027013743	01 -5321308	CONTRACTED SE CPOIER MAINT. FFE	065818	159.95
01-000099	IKON OFFICE SOLUTIONS					
		I-23735185	01 -5321308	CONTRACTED SE COPIER LEASE PAYMENT	065819	284.00
01-000110	IMPRESS OFFICE SUPPLY					
		I-035564	01 -5215202	OPERATING SUP OFFICE SUPPLIES	065820	271.26
		I-035596	01 -5101202	OPERATING SUP REPLACE CHAIR COUNCIL	065820	360.00
		I-035597	01 -5215202	OPERATING SUP OFFICE SUPPLIES	065820	74.75
01-000115	INTERMEDIUM TECHNOLOGIES					
		I-201308205292	01 -5432308	CONTRACTED SE EMS-CONTRACT BILLING SVS-JULY	065821	2,352.12
01-000120	TYLER TECHNOLOGIES					
		I-13-00239	01 -5213331	EMPLOYEE TRAV COURT INCODE TRAINING FEE	065822	500.00
01-000140	INDIAN NATION WHOLESAL					
		I-5908438	01 -5101202	OPERATING SUP COUNCIL MTG SUPPLIES	065823	56.67
01-000223	INTERNAT'L CODE COUNCIL					
		I-13-00448	01 -5652331	EMPLOYEE TRAV CONCRETE TRAINING MANUAL	065824	96.95
01-000262	INVESTIGATIVE CONCEPTS,					
		I-121203149	01 -5653348	DRUG TESTING/ MISC. BACKGROUND CHECKS	065825	31.90
01-000067	COMPLIANCE RESOURCE GRO					
		I-037988	01 -5653348	DRUG TESTING/ MISC. DRUG TESTING	065828	100.00
		I-038040	01 -5653348	DRUG TESTING/ MISC. DRUG TESTING	065828	50.00
01-000380	LOCKE SUPPLY CO.					
		I-21008017-00	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	065830	198.39
		I-21029065-00	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	065830	42.56
		I-21032543-00	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	065830	31.53
		I-21036200-00	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	065830	13.04
01-000428	LOWE'S CREDIT SERVICES					
		I-02208	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	065832	107.29
		I-02575	01 -5542203	REPAIRS & MAI MISC MAINTENANCE ITEMS	065832	33.06

PACKET: 10017 CLAIMS FOR 08/27/2013

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-100428 LOWE'S CREDIT SERVICES	continued				
	I-07403	01 -5431203	REPAIRS & MAI MISC SUPPLIES AS NEEDED	065832	17.07
	I-07502	01 -5865218	STREET REPAIR FORMING MATERIALS	065832	43.64
	I-08060	01 -5431203	REPAIRS & MAI MISC SUPPLIES AS NEEDED	065832	36.96
	I-14671	01 -5542203	REPAIRS & MAI MISC MAINTENANCE ITEMS	065832	26.48
	I-901537	01 -5542203	REPAIRS & MAI MISC MAINTENANCE ITEMS	065833	15.12
01-100433 LOVE ENVELOPES					
	I-0014606-IN	01 -5215202	OPERATING SUP ENVELOPES FOR ALL OFFICES	065834	81.25
01-M00083 MARGARET MCMORROW - LOV					
	I-201308205291	01 -5210302	CONSULTANTS/L LEGAL FEES	065835	728.00
01-M00070 MOORE MEDICAL CORP.					
	I-97817944 I	01 -5432202	OPERATING SUP MEDICAL SUPPLIES	065836	84.00
	I-97817986 I	01 -5432202	OPERATING SUP MEDICAL SUPPLIES	065836	126.00
	I-97838400 I	01 -5432202	OPERATING SUP MEDICAL SUPPLIES	065836	191.90
	I-97838978 I	01 -5432202	OPERATING SUP MEDICAL SUPPLIES	065836	1,099.29
01-M00098 MCAFEE & TAFT					
	I-407198	01 -5210302	CONSULTANTS/L LEGAL FEES	065838	990.00
	I-407199	01 -5210302	CONSULTANTS/L LEGAL FEES	065838	157.50
	I-407200	01 -5210302	CONSULTANTS/L LEGAL FEES	065838	319.17
	I-407201	01 -5210302	CONSULTANTS/L LEGAL FEES	065838	405.00
01-M00140 MCALESTER PAINT & SUPPL					
	I-00088381	01 -5543203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	065839	416.28
	I-00088426	01 -5543203	REPAIRS & MAI MISC POOL SUPPLIES	065839	76.56
	I-00088702	01 -5543203	REPAIRS & MAI MISC POOL SUPPLIES	065839	60.24
	I-00089007	01 -5543203	REPAIRS & MAI MISC POOL SUPPLIES	065839	177.60
	I-00089098	01 -5543203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	065839	72.92
	I-00089407	01 -5543203	REPAIRS & MAI MISC POOL SUPPLIES	065839	196.06
01-M00200 MCALESTER SCOTTISH RITE					
	I-700576	01 -5548311	PARKING RENTA PARKING LOT RENTAL FEE	065840	375.00
01-N00250 MCALESTER NEWS CAPITAL					
	I-03612390	01 -5101350	ELECTIONS ELECTION PUBLICATIONS	065841	109.85
	I-05611466	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	065841	16.65
	I-05611479	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	065841	25.85
	I-05611504	01 -5321202	OPERATING SUP AD FOR NEW POLICE VEHICLE	065841	16.69
	I-13-00357	01 -5321202	OPERATING SUP YRLY SUBSCRIPTION FEE	065841	111.00
01-000075 O'REILLY AUTO PARTS					
	I-0230-131982	01 -5431203	REPAIRS & MAI MISC REPAIR PARTS	065844	207.52
	I-0230-132802	01 -5431203	REPAIRS & MAI MISC REPAIR PARTS	065844	14.99
	I-0230-135590	01 -5431203	REPAIRS & MAI MISC REPAIR PARTS	065844	25.98
01-000062 OAKLEY					

PACKET: 10017 CLAIMS FOR 08/27/2013

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-009062	OAKLEY		continued			
		I-725246266	01 -5431207	CLOTHING ALLO UNIFORM ALLOW-SAFETY GLAS	065845	160.80
		I-725315503	01 -5431207	CLOTHING ALLO UNIFORM ALLOW-SAFETY GLAS	065845	80.68
01-000136	OKLA SPORTING SUPPLIES					
		I-965254	01 -5321325	FIRING RANGE AMMO FOR FIRING RANGE	065847	456.00
01-000160	OKLA ASSOC. CHIEF/POLIC					
		I-2013-559	01 -5321331	EMPLOYEE TRAV POLICE TRAINING	065849	250.00
01-000219	OKLA BUREAU OF NARCOTIC					
		I-201308145278	01 -2103	OBN PAYABLE ( DRUG ED FEES-JULY 2013	065769	33.61
01-000345	OKLA DEPT OF LABOR					
		I-130624E30075	01 -5548317	ELEVATOR REPA ELEVATOR INSPECTION FEES	065850	75.00
		I-W130624E30075	01 -5548317	ELEVATOR REPA ELEVATOR INSPECTION FEES	065850	75.00
01-000410	OKLA STATE UNIVERSITY					
		I-13-00498	01 -5211331	EMPLOYEE TRAV CONFERENCE FEE	065851	229.00
01-000427	OKLA UNIFORM BUILDING C					
		I-JULY 2013	01 -5652336	FEES BLDG PERMIT FEES	065694	160.00
01-000556	OMAG-OK MUNICIPAL ASSUR					
		I-31712	01 -5215321	AUTO INSURANC INSURANCE FEE	065852	1,140.80
01-000595	OSBI					
		I-201308145279	01 -2101	AFIS PAYABLE AFIS FEES-JULY 2013	065770	2,220.35
		I-201308145279	01 -2102	FORENSICS PAY FORENSIC FEES-JULY 2013	065770	2,150.34
01-000148	PAVING MAINTTENANCE SUP					
		I-10130276	01 -5865203	REPAIR & MAIN STRIPING PAINT FOR TC	065854	2,904.90
01-000310	PITNEY BOWES INC					
		I-13-00472	01 -5215317	POSTAGE POSTAGE	065855	2,500.00
01-000010	PRO-KTL, INC					
		I-74250	01 -5542308	CONTRACTED SE MONTHLY PEST CONTROL	065856	126.00
01-000560	PUBLIC SERVICE/AEP					
		I-201308075255	01 -5215313	ELECTRIC UTIL ELECT UTIL-401 N 2ND	065695	3,158.21
		I-201308075255	01 -5215313	ELECTRIC UTIL ELECT UTIL-GENERAL FUND	065695	13,976.84
		I-201308075255	01 -5215313	ELECTRIC UTIL ELECT UTIL-STREET LIGHTS	065695	11,563.56
		I-201308075255	01 -5215313	ELECTRIC UTIL ELECT UTIL-1099 E WYANDOTTE	065695	43.73
		I-201308075255	01 -5215313	ELECTRIC UTIL ELFCT UTIL-301 W JEFFERSON	065695	38.54
		I-201308145276	01 -5215313	ELECTRIC UTIL ELECT UTIL-303 E FIMORE	065771	928.32
		I-201308145276	01 -5215313	ELECTRIC UTIL ELECT UTIL-333 E CARL ALBERT	065771	38.54
01-000017	JOSHUA HASS dba QUALITY					

PACKET: 10017 CLAIMS FOR 08/27/2013

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000017	JOSHUA HASS dba QUALITY			continued			
		I-003760	01	-5542203	REPAIRS & MAI JANATORIAL SUPPLIES	065857	848.00
01-R00246	RESIDENT INN-STILLWATER						
		I-13-00497	01	-5211331	EMPLOYEE TRAV HOTEL FEE	065858	231.00
01-S00910	SADLER REFRIGERATION						
		I-3288	01	-5542308	CONTRACTED SE REFRIG. REPAIR CAFETERIA	065861	269.00
01-S00180	OKLA SECRETARY OF STATE						
		I-13-00515	01	-5321202	OPERATING SUP NOTARY COMMISSION FEE	065862	5.00
01-S00190	SECURITY SYS. & ENG. IN						
		I-27259A	01	-5547203	REPAIRS & MAI ALARM REPAIR AT CEMETERY	065863	151.25
01-S00444	SOUTHEAST DESIGN						
		I-544166	01	-5544202	OPERATING SUP AWARDS FOR SOFTBALL LEAGU	065865	315.00
01-S00540	SOUTHWEST CONST CODES C						
		I-13-00490	01	-5652331	EMPLOYEE TRAV TRAINING FEE	065866	160.00
01-S00726	STAPLES ADVANTAGE						
		I-3204994678	01	-5215202	OPERATING SUP OFFICE SUPPLIES	065868	825.90
		I-3206147728	01	-5215202	OPERATING SUP OFFICE SUPPLIES	065868	1,192.35
		I-3206840310	01	-5215202	OPERATING SUP OFFICE SUPPLIES	065868	276.54
		I-36318	01	-5225401	COMPUTER TECH HDWE & SOFTWARE-CS	065868	44.75
		I-42266	01	-5225401	COMPUTER TECH HDWE & SOFTWARE-CS	065868	564.25
		I-7104106865	01	-5225401	COMPUTER TECH HDWE & SOFTWARE-CS	065868	226.98
01-T00910	T. H. ROGERS LUMBER CO.						
		I-476775	01	-5865218	STREET RPAIR MATERIALS FOR STREET REPA	065869	595.71
		I-476842	01	-5865218	STREET REPAIR MATERIALS FOR STREET REPA	065869	251.82
01-T00932	TASER INTERNATIONAL						
		I-92.86	01	-5321202	OPERATING SUP TASER SUPPLIES	065870	92.86
01-T00137	TEXAS MUNICIPAL LEAGUE						
		I-12767	01	-5653317	ADVERTISING & JOB POSTING EXP	065871	300.00
01-T00320	THYSSENKRUPP ELEVATOR C						
		I-6000038362	01	-5548317	ELEVATOR REPA ELEVATOR ELECT. PRINTS	065872	599.46
01-T00540	TREATS SOLUTIONS LLC						
		I-081287	01	-5542203	REPAIRS & MAI JANITORIAL SUPPLIES	065874	257.50
		I-081287A	01	-5542203	REPAIRS & MAI JANITORIAL SUPPLIES	065874	372.00
01-T00630	TWIN CITIES READY MIX,						
		I-83509	01	-5865403	STREETS RECON CONCRETE FOR STREET REP.	065876	186.00
		I-83752	01	-5865403	STREETS RECON CONCRETE FOR STREET REP.	065876	279.00

PACKET: 10017 CLAIMS FOR 08/27/2013

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-T09630	TWIN CITIES READY MIX,		continued			
		I-83824	01 -5865403	STREETS RECON CONCRETE FOR STREET REP.	065876	139.50
01-U00020	UNITED STATES CELLULAR					
		I-201308075265	01 -5215315	TELEPHONE UTI CELL PHONE EXP-GENERAL	065698	1,820.63
01-W00040	WALMART COMMUNITY BRC					
		I-00086	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	065879	112.44
		I-009082	01 -5431202	OPERATING SUP MISC OPERATING SUPPLIES	065879	207.15
		I-01525	01 -5431202	OPERATING SUP MISC OPERATING SUPPLIES	065879	16.88
		I-06397	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	065879	80.44
		I-07099	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	065879	72.17
		I-09665	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	065879	110.68
		I-906689	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	065879	21.00
01-W00249	WHEELED COACH					
		I-130034	01 -5432203	REPAIR & MAIN AMBULANCE AUTO PARTS	065880	38.27
01-W00270	WHITE ELECTRICAL SUPPLY					
		I-S1634621.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	065881	15.00
		I-S1639267.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	065881	36.86
		I-S1641926.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	065881	29.99
		I-S1642164.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	065881	28.62
		I-S1642369.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	065881	263.84
		I-S1642538.001	01 -5542203	REPAIRS & MAI ELECTRICAL SUPPLIES	065881	149.97
		I-S1643026.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	065881	19.94
			FUND: 01	GENERAL FUND	TOTAL:	143,186.56

PACKET: 10017 CLAIMS FOR 08/27/2013

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/I	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00103	ACCURATE LABS & MINING						
		I-S10046	02	-5975329	DEQ FEES CLASS D EXAM FEE-UTM	065775	190.00
		I-SU18463	02	-5973304	LAB TESTING LAB SUPPLIES-WWM	065775	2,407.40
01-A00267	AIRGAS, INC						
		I-9911321426	02	-5974203	REPAIRS & MAI BOTTLE RENTAL & REFILLS	065777	63.90
		I-9911323028	02	-5973203	REPAIRS & MAI WELDING SUPPLIES	065777	90.42
01-A00360	ALLEGIANCE COMMUNICATIO						
		I-201306145277	02	-5975328	INTERNET SERV INTERNET SVS-UTM OFFICE	065765	62.95
01-A00559	AMERICAN SOCIETY OF CIV						
		I-003	02	-5871331	EMPLOYEE TRAV 2013 ASCE CONF FEE	065766	95.00
01-A00751	ATWOODS						
		I-1623/9	02	-5974203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	065779	76.91
		I-1631/9	02	-5974203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	065779	76.49
		I-1632/9	02	-5973203	REPAIRS & MAI SUPPLIES FOR EAST PLANT	065779	366.64
01-A00770	BOLTE ENTERPRISES, INC						
		I-930326	02	-5974203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	065781	49.48
01-B00360	BLUE BOOK (USA)						
		I-115317	02	-5974204	SMALL TOOLS HYDRANT WRENCHES	065783	97.47
01-B00491	BRENTTAG SOUTHWEST						
		I-BSW421561	02	-5973206	CHEMICALS 1 TON CLY. S02 FOR WWM	065785	954.80
		I-BSW421562	02	-5974206	CHEMICALS CHLORINE FOR WTP	065785	3,540.00
01-C00660	CULLIGAN WATER COND INC						
		I-6448	02	-5974304	LAB TESTING LAB TEST SUPPLIES	065788	24.00
01-D00156	DAVID T HARDGRAVE						
		I-4-1304	02	-5973302	CONSULTANTS ( MONTHLY PRETREATMENT FEE	065791	2,111.73
01-D00322	DEPT. OF ENVIR. QUALITY						
		I-CE 4526435	02	-5975329	DEQ FEES WATER EXAM FEE-UTM	065792	62.00
01-P00015	FLEETCOR TECHNOLOGIES						
		I-201308205288	02	-5216212	FUEL EXPENSE FUEL EXP-JULY-UB&C	065801	642.55
		I-201308205288	02	-5864212	FUEL EXPENSE FUEL EXP-JULY-LANDFILL	065801	152.96
		I-201308205288	02	-5866212	FUEL EXPENSE FUEL EXP-JULY-SANITATION	065801	1,153.61
		I-201308205288	02	-5871212	FUEL EXPENSE FUEL EXP-JULY-ENGINEERING	065801	385.11
		I-201308205288	02	-5974212	FUEL EXPENSE FUEL EXP-JULY-WTP	065801	888.30
		I-201308205288	02	-5973212	FUEL EXPENSE FUEL EXP-JULY-WWM	065601	1,101.10
		I-201308205288	02	-5975212	FUEL EXPENSE FUEL EXP-JULY-UTM	065801	2,949.61
		I-201308205288	02	-5972212	FUEL EXPENSE FUEL EXP-JULY-UD	065801	51.50
		I-201308205289	02	-5216212	FUEL EXPENSE FUEL EXP-JULY-UB&C	065802	63.19
		I-201308205289	02	-5975212	FUEL EXPENSE FUEL EXP-JULY-UTM	065802	256.88

PACKET: 10017 CLAIMS FOR 08/27/2013

VENDOR SHT: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00037	FASTENAL						
		I-OKMCA117712	02	-5973203	REPAIRS & MAI REPAIR SUPPLIES	065803	45.52
		I-OKMCA117936	02	-5973203	REPAIRS & MAI REPAIR SUPPLIES	065803	210.51
01-F00041	FEDERAL LICENSE MANAGEM						
		I-2013-00384	02	-5974330	DUES & MAINTN FCC LICENSE RENEWAL	065804	150.00
01-F00281	FORT COBB FUEL AUTHORIT						
		I-201308075258	02	-5267314	GAS UTILITY GAS UTIL-HEREFORD LN	065692	6.25
01-H00100	HAYNES EQUIPMENT, LLC						
		I-8110448-IN	02	-5973203	REPAIRS & MAI FLAPPER VALVE ASSY-WWM	065816	1,802.35
01-H00279	HUGHES NET						
		I-201308145273	02	-5974326	INTERNET SERV INTERNET SVS-WTP	065768	93.50
01-L00428	LOWE'S CREDIT SERVICES						
		I-01108	02	-5975209	UTILITY MAINT MISC. REPAIR & MAINTANCE	065832	151.52
		I-01692	02	-5974203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	065832	95.16
		I-01956	02	-5975209	UTILITY MAINT MISC. REPAIR & MAINTANCE	065832	58.58
		I-06908	02	-5974203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	065832	16.47
		I-07265	02	-5974203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	065832	62.77
		I-07487	02	-5974203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	065832	12.56
		I-07612	02	-5864203	REPAIRS & MAI MISC MAINT*REPAIR ITEMS	065832	176.03
		I-901230	02	-5974203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	065833	85.42
01-000075	O'REILLY AUTO PARTS						
		I-0230-135198	02	-5973203	REPAIRS & MAI MISC MAINT ITEMS	065844	87.36
01-F00040	PACE ANALYTICAL SERVICE						
		I-137504196	02	-5973304	LAB TESTING LAB TESTING	065853	54.47
01-F00560	PUBLIC SERVICE/AEP						
		I-201308075255	02	-5267313	ELECTRIC UTIL ELECT UTIL-RECYCLE CENTER	065695	80.56
		I-201308075255	02	-5267313	ELECTRIC UTIL ELECT UTIL-MPWA	065695	41,275.81
01-R00600	RURAL WATER DISTRICT #1						
		I-201308075256	02	-5267316	WATER UTILITY WATER UTIL-LANDFILL	065696	29.03
01-R00234	SHARE CORPORATION						
		I-849501	02	-5973203	REPAIRS & MAI WASP/HORNET SPRAY	065864	161.35
01-R00580	AT & T						
		I-201308075261	02	-5267315	TELEPHONE UTI PHONE UTIL-MPWA	065697	4,355.33
		I-201308145275	02	-5267315	TELEPHONE UTI PHONE UTIL-DATA LINE	065772	155.26
01-T00473	TONY'S REFRIGERATION, I						
		I-1161	02	-5974203	REPAIRS & MAI REPAIRS-#4 FINISH PU	065873	250.00
		I-1162	02	-5974203	REPAIRS & MAI OUTSIDE LIGHT REPAIR	065873	65.00

PACKET: 10017 CLAIMS FOR 08/27/2013

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-006020	UNITED STATES CELLULAR					
		I-201308075265	02 -5267315	TELEPHONE UTI CELL PHONE EXP-MPWA	065698	693.26
01-000051	UTILITY SUPPLY CO.					
		I-069784	02 -5975209	UTILITY MAINT PARTS FOR REPAIRS	065877	198.44
		I-069785	02 -5975211	WATER METERS WATER METERS-RESIDENTIAL	065877	132.92
		I-069786	02 -5975209	UTILITY MAINT PARTS FOR REPAIRS	065877	38.00
		I-069787	02 -5975209	UTILITY MAINT PARTS FOR REPAIRS	065877	119.00
		I-069788	02 -5975209	UTILITY MAINT PARTS FOR REPAIRS	065877	124.08
		I-069789	02 -5975235	WATER MAIN RE PARTS FOR REPAIRS	065877	14,941.00
		I-069790	02 -5975211	WATER METERS WATER METERS-RESIDENTIAL	065877	1,579.36
		I-069791	02 -5975209	UTILITY MAINT PARTS FOR REPAIRS	065877	160.36
01-006128	UNITED PACKAGING & SHIP					
		I-122959	02 -5973203	REPAIRS & MAI SHIPPING FEES- SAMPLES	065878	36.73
		I-122964	02 -5973203	REPAIRS & MAI SHIPPING FEES- SAMPLES	065878	34.70
			FUND: 02 MPWA	TOTAL:		85,476.66

PACKET: 10017 CLAIMS FOR 08/27/2013

VENDOR SET: 01

FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201308205288	03 -5876212	FUEL EXPENSE FUEL EXP-JULY-AIRPORT	065801	526.76
01-000020	UNITED STATES CELLULAR					
		I-201308075265	03 -5876315	TELEPHONE UTI CELL PHONE EXP-AIRPORT	065698	27.69
			FUND 03 AIRPORT AUTHORITY	TOTAL:		554.45

PACKET: 10017 CLAIMS FOR 08/27/2013

VENDOR SET: 01

FUND : 05 PARKING AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
11-000000	PUBLIC SERVICE/AEP	1-201309145276	05 -5218313	ELECTRIC UTIL ELECT UTIL-PARKING AUTH	065771	162.93
			FUND	05 PARKING AUTHORITY	TOTAL:	162.93

PACKET: 10017 CLAIMS FOR 08/27/2013

VENDOR SET: 01

FUND : 08 NUTRITION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
11-800207	EMMA E. BEIGIS					
		I-201308205286	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	065798	165.00
		I-201308205287	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	065798	124.30
11-800016	FLEETCOR TECHNOLOGIES					
		I-201308205289	08 -5549212	FUEL EXPENSE FUEL EXP-JULY-NUTRITION	065802	920.06
01-100426	LOUISE MCCONNELL					
		I-201308205284	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	065831	150.00
		I-201308205285	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	065831	94.92
01-800304	RICHELLE CHEYENNE					
		I-201308205283	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	065859	170.63
01-000020	UNITED STATES CELLULAR					
		I-201308075265	08 -5549315	TELEPHONE UT1 CELL PHONE EXP-NUTRITION	065698	83.07
			FUND 08 NUTRITION		TOTAL:	1,708.00

PACKET: 10017 CLAIMS FOR 08/27/2013

VENDOR SET: 01

FUND : 11 EMPLOYEE RETIREMENT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
11-M00098	MCAFFEE & TART	I-407625	11 -5220302	CONSULTANTS LEGAL FEES	065838	85.00
FUND 11 EMPLOYEE RETIREMENT					TOTAL:	85.00

PACKET: 10017 CLAIMS FOR 08/27/2013

VENDOR SET: 01

FUND : 27 TOURISM FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-070137	OKLA TOURISM/RECREATION	I-10764	27 -5655214	TOURISM EXPEN MCALESTER BROCHURES	065848	355.68
			FUND	27 TOURISM FUND	TOTAL:	355.68

PACKET: 10017 CLAIMS FOR 08/27/2013

VENDOR SET: 01

FUND : 28 SE EXPO CENTER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000015	FLEETCOR TECHNOLOGIES	I-201308205289	28 -5654212	FUEL EXPENSE FUEL EXP-JULY-EXPO	065802	175.77
01-000279	HUGHES NET	I-201308075264	28 -5654328	INTERNET SERV INTERNET SVS-EXPO	065693	143.50
01-000350	LOCKE SUPPLY CO.	I-21013209-00	28 -5654203	REPAIR & MAIN WATER KEYS	065830	27.90
01-000425	LOWE'S CREDIT SERVICES	1-06659	28 -5654203	REPAIR & MAIN MISC MAINT SUPPLIES	065832	84.36
01-000099	SALLER PAPER CO	1-08919	28 -5654203	REPAIR & MAIN JANITORIAL SUPPLIES	065860	418.70
01-000020	UNITED STATES CELLULAR	I-201308075265	28 -5654315	TELEPHONE UT: CELL PHONE EXP-EXPO	065698	110.76
			FUND 28 SE EXPO CENTER	TOTAL:		960.99

PACKET: 10017 CLAIMS FOR 06/27/2013

VENDOR SET: 01

FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
11-A00033	AT&T					
		I-201308145274	29 -5324401	CAPITAL OUTLA PHONE UTIL-911 EQUIP RENTAL	065764	2,403.33
11-A00561	AT&T					
		I-201308075263	29 -5324315	TELEPHONE UTI PHONE UTIL-911 HOST CIRCUIT	065689	781.25
		I-201308075263	29 -5324315	TELEPHONE UTI PHONE UTIL-911 HOST CIRCUIT	065689	198.00
01-000146	CANADIAN VALLEY TELEPHO					
		I-201308075260	29 -5324315	TELEPHONE UTI PHONE UTIL-911 CTY TRUNK LINE	065690	340.08
01-000856	CROSS TELEPHONE COMPANY					
		I-201308075259	29 -5324315	TELEPHONE UTI PHONE UTIL-911 TRUNK LINE CTY	065691	381.44
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201308205289	29 -5324212	FUEL EXPENSE FUEL EXP-JULY-E911	065802	131.76
01-S00560	AT & T					
		I-201308075262	29 -5324315	TELEPHONE UTI PHONE UTIL-911 WIRELESS	065697	228.36
01-000010	UNITED STATES CELLULAR					
		I-201308075265	29 -5324315	TELEPHONE UTI CELL PRONE EXP-E911	065698	27.69
			FUND	29 E-911	TOTAL:	4,491.91

PACKET: 10017 CLAIMS FOR 08/27/2013

VENDOR SET: 01

FUND : 30 ECONOMIC DEVELOPMENT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000049	GULLICK & ASSOCIATES, L					
		1-8/5-8/11	30 -5652302	CONSULTANTS CONSULTANT FEES	065814	2,000.00
			FUND	30 ECONOMIC DEVELOPMENT	TOTAL:	2,000.00

PACKET: 10017 CLAIMS FOR 08/27/2013

VENDOR SET: 01

FUND : 32 GIFTS & CONTRIBUTIONS

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-100880	LOCKE SUPPLY CO.					
		I-21052804-00	32 -5215214	EXPENSES-DOG PLGB SUPPLIES-DOG PARK	065830	318.24
			FUND	32 GIFTS & CONTRIBUTIONS	TOTAL:	318.24

PACKET: 10017 CLAIMS FOR 08/27/2013

VENDOR SET: 01

FUND : 33 CDBG GRANTS FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-N00347	MEHLBURGER BRAWLEY, INC					
		I-MC-13-01-01	33 -58715:5	2013 CDBG PRO 2013 CDBG WATER PROJ	065843	4,260.00
			FUND	33 CDBG GRANTS FUND	TOTAL:	4,260.00

PACKET: 10017 CLAIMS FOR 08/27/2013

VENDOR SET: 01

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00770	BOLTE ENTERPRISES, INC					
		I-929648	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065780	176.25
		I-930127	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065780	6.54
		I-930164	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065780	146.74
		I-930165	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065780	153.76
		I-930218	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065780	129.46
		I-930228	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065780	112.95
		I-930233	35 -5862203	REPAIRS & MAI REAR SPRING FOR TC-2	065780	1,113.40
		I-930235	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065780	73.00
		I-930238	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065780	21.60
		I-930266	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065780	12.47
		I-930276	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065780	12.25
		I-930300	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065780	89.50
		I-930311	35 -5862203	REPAIRS & MAI REPAIR PARTS FOR PD-	065780	570.71
		I-930312	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065781	56.45
		I-930345	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065781	30.44
		I-930365	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065781	20.59
		I-930366	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065781	254.76
		I-930382	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065781	22.08
		I-930491	35 -5862203	REPAIRS & MAI MISC AUTO REPAIR PARTS	065781	23.69
		I-930525	35 -5862203	REPAIRS & MAI FILTERS FOR PARKS EQUIP	065781	7.80
01-C00430	CHIEF FIRE & SAFETY CO.					
		I-173736	35 -5862203	REPAIRS & MAI REPAIRS FOR ENGINE 1-FIRE	065786	1,915.99
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201308205288	35 -5862212	FUEL EXPENSE FUEL EXP-JULY-FLEET MAINT	065801	15.42
		I-201308205289	35 -5862212	FUEL EXPENSE FUEL EXP-JULY-FLEET MAINT	065802	417.13
01-F00142	FIRE-TECK LLC					
		I-2013-1197	35 -5862203	REPAIRS & MAI POWER SUPPLY FOR CHIEF-1	065806	388.00
01-G00377	GRAY MANUFACTURING					
		I-782992	35 -5862203	REPAIRS & MAI SEAL KIT FOR HYD JACK	065812	700.99
01-G00490	GRISSOM IMPLEMENT INC					
		I-358671	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS	065813	285.21
01-H00019	HD ROUSE dba HDR SERVIC					
		I-0350	35 -5862203	REPAIRS & MAI WRECKER SERVICE	065815	375.00
01-J00310	JET TIRE SERVICE					
		I-109188	35 -5862203	REPAIRS & MAI REPAIRS FOR TIRES	065826	48.95
01-K00190	YELLOWHOUSE MACHINERY C					
		I-952306	35 -5862203	REPAIRS & MAI SMALL PARTS FOR REPAIRS	065827	296.58
		I-952344	35 -5862203	REPAIRS & MAI SMALL PARTS FOR REPAIRS	065827	267.69
01-L00087	LANTZ HARDWARE					

PACKET: 10017 CLAIMS FOR 08/27/2013

VENUEGR SET: 01

FUND : 35 FLEET MAINTENANCE

VENUEGR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-100087	IANTZ HARDWARE		continued			
		I-1583	35 -5862203	REPAIRS & MAI PARTS FOR FK-36	065829	443.00
01-000271	NIX FORD MERCURY INC.					
		I-144919	35 -5862203	REPAIRS & MAI REPAIRS ON FK-9	065842	440.12
		I-75944	35 -5862203	REPAIRS & MAI MISC PARTS & REPAIRS	065842	34.42
01-000075	O'REILLY AUTO PARTS					
		C-0230-134991	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	065844	99.99-
		I-0230-132632	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	065844	4.37
		I-0230-132697	35 -5862203	REPAIRS & MAI FRONT SUSP PARTS-PD-62	065844	607.16
		I-0230-134020	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	065844	7.03
		I-0230-134988	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	065844	199.98
01-000122	OK TIRE					
		I-9465A	35 -5862203	REPAIRS & MAI REPAIRS FOR TIRES	065846	69.95
		I-9610	35 -5862203	REPAIRS & MAI REPAIRS FOR TIRES	065846	49.95
01-000710	STANDARD MACHINE LLC					
		I-234403	35 -5862203	REPAIRS & MAI MISC EQUIP REPAIRS	065867	42.88
01-000612	TULSA FREIGHTLINER					
		I-623049019	35 -5862203	REPAIRS & MAI REPAIRS ON S-54	065875	466.65
01-000020	UNITED STATES CELLULAR					
		I-201308075265	35 -5862315	TELEPHONE UTI CELL PHONE EXP-FLEET MAINT	065698	61.77
			FUND 35	FLEET MAINTENANCE	TOTAL:	10,074.71

PACKET: 10017 CLAIMS FOR 08/27/2013

VENDOR SET: 01

FUND : 36 WORKER'S COMPENSATION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
11-M00619	MUTUAL ASSURANCE ADMIN	I-9829	36 -5215315	THIRD PARTY A W/C ADMIN	065837	941.68
FUND 36 WORKER'S COMPENSATION					TOTAL:	941.68

PACKET: 10017 CLAIMS FOR 08/27/2013

VENDOR SET: 01

FUND : 38 DEDICATED SALES TAX-MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00417	BLX GROUP, LLC					
		1-421R2-2485/080113	38 -5215520	AGENT FEES PREP INT. ARBITRAGE	065784	1,500.00
				FUND: 38 DEDICATED SALES TAX-MPWA TOTAL:		1,500.00

PACKET: 10017 CLAIMS FOR 08/27/2013

VENDOR SET: 01

FUND : 41 CIP FUND

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000375 GRAINGER, INC.	1-9204102603	41 -5974401	CAPITAL OUTLA 10 HP AIR COMPRESSER-WTP	065811	3,324.60
01-000148 PAVING MAINTENANCE SUP	1-10130277	41 -5063401	CAPITAL OUTLA LINE STRIPER FOR T/C	065854	15,363.00
		FUND 41 CIP FUND		TOTAL:	18,687.60
				REPORT GRAND TOTAL:	274,764.41

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2012-2013	01 -5210302	CONSULTANTS/LABOR RELATION	728.00	89,500	10,944.53		
	01 -5544203	REPAIRS & MAINTENANCE SUPP	146.26	8,383	1,396.25		
	** 2012-2013 YEAR TOTALS **		874.26				
2013-2014	01 -2100	CLEET PAYABLE (COURT)	4,038.52				
	01 -2101	AFTS PAYABLE - COURT	2,220.35				
	01 -2102	FORENSICS PAYABLE (COURT)	2,150.34				
	01 -2105	OBN PAYABLE (COURT)	33.61				
	01 -2105	COLLECTION AGENCY 25- (COU	4,383.00				
	01 -5101202	OPERATING SUPPLIES	416.67	7,000	6,140.00		
	01 -5101350	ELECTIONS	109.85	22,000	10,663.54		
	01 -5210302	CONSULTANTS/LABOR RELATION	1,871.67	42,000	17,000.00		
	01 -5210331	EMPLOYEE TRAVEL & TRAININ	56.00	5,950	5,142.51		
	01 -5211331	EMPLOYEE TRAVEL & TRAININ	510.00	3,200	2,491.00		
	01 -5212317	ADVERTISING & PRINTING	42.50	2,000	1,443.50		
	01 -5213331	EMPLOYEE TRAVEL & TRAINING	662.00	1,600	936.00		
	01 -5215202	OPERATING SUPPLIES	2,722.05	28,500	20,126.46		
	01 -5215313	ELECTRIC UTILITY	29,767.76	287,000	253,966.16		
	01 -5215315	TELEPHONE UTILITY	1,820.63	40,000	33,850.26		
	01 -5215317	POSTAGE	2,500.00	12,600	2,600.00		
	01 -5215321	AUTO INSURANCE	1,140.80	85,000	53,928.00		
	01 -5225212	FUEL EXPENSE	191.81	1,813	1,621.19		
	01 -5225401	COMPUTER TECHNOLOGY	835.98	11,000	10,000.00		
	01 -5320328	INTERNET SERVICE	116.75	1,500	1,363.25		
	01 -5321202	OPERATING SUPPLIES	225.55	11,300	9,329.45		
	01 -5321212	FUEL EXPENSE	11,288.00	122,427	111,139.00		
	01 -5321308	CONTRACTED SERVICES	793.95	10,700	6,175.14		
	01 -5321325	FIRING RANGE	456.00	7,100	2,845.00		
	01 -5321331	EMPLOYEE TRAVEL & TRAININ	250.00	5,500	5,250.00		
	01 -5322202	OPERATING SUPPLIES	213.98	2,500	2,186.02		
	01 -5322212	FUEL EXPENSE	369.34	4,000	3,630.66		
	01 -5431202	OPERATING SUPPLIES	596.42	12,900	10,222.60		
	01 -5431203	REPAIRS & MAINT SUPPLIES	333.89	9,900	8,949.32		
	01 -5431207	CLOTHING ALLOWANCE	888.11	18,000	10,086.31		
	01 -5431212	FUEL EXPENSE	1,357.66	22,068	20,710.34		
	01 -5431328	INTERNET SERVICE	62.95	4,000	3,748.20		
	01 -5431331	EMPLOYEE TRAVEL & TRAININ	486.00	8,300	5,504.00		
	01 -5432202	OPERATING SUPPLIES	1,704.89	16,900	12,826.52		
	01 -5432203	REPAIR & MAINT SUPPLIES	38.27	4,300	4,261.73		
	01 -5432212	FUEL EXPENSE	1,462.53	17,604	16,141.47		
	01 -5432308	CONTRACTED SERVICES	2,352.12	40,302	37,949.88		
	01 -5542203	REPAIRS & MAINT SUPPLIES	2,109.88	50,000	39,297.23		
	01 -5542212	FUEL EXPENSE	3,039.49	47,436	41,284.31		
	01 -5542308	CONTRACTED SERVICES	1,595.00	14,400	12,479.00		

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			*****GROUP BUDGET*****		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
01	-5542319	LIGHTS REPLACEMENT	392.00	15,000	3,943.79				
01	-5542328	INTERNET SERVICE	148.91	1,800	1,502.18				
01	-5543203	REPAIRS & MAINT SUPPLIES	999.66	10,000	8,600.34				
01	-5544202	OPERATING SUPPLIES	528.86	10,500	7,295.72				
01	-5544212	FUEL EXPENSE	288.10	3,088	2,799.90				
01	-5547203	REPAIRS & MAINT SUPPLIES	869.23	3,000	303.59				
01	-5547212	FUEL EXPENSE	602.97	16,275	13,993.77				
01	-5548203	REPAIRS & MAINTENANCE SUPP	807.26	44,000	24,536.03				
01	-5548212	FUEL EXPENSE	621.09	5,374	4,752.91				
01	-5548311	PARKING RENTAL	375.00	4,500	2,250.00				
01	-5548317	ELEVATOR REPAIR/MAINTENANC	749.46	4,400	2,050.54				
01	-5548328	INTERNET SERVICE	75.96	0	151.92-	Y			
01	-5652212	FUEL EXPENSE	509.19	5,228	4,716.81				
01	-5652318	ABATEMENTS	576.00	15,000	9,077.00				
01	-5652331	EMPLOYEE TRAVEL & TRAININ	256.95	1,600	1,109.60				
01	-5652336	FEES	160.00	1,800	600.00				
01	-5653212	FUEL EXPENSE	78.03	408	329.97				
01	-5653317	ADVERTISING & PRINTING	300.00	1,400	911.85-	Y			
01	-5653346	DRUG TESTING/PHYSICALS	181.90	12,000	8,714.00				
01	-5665203	REPAIR & MAINT-TRAFFIC CON	2,904.90	91,800	88,695.10				
01	-5665212	FUEL EXPENSE	3,482.69	44,413	34,729.80				
01	-5665218	STREET REPAIRS & MAINTENAN	12,065.14	265,102	204,582.00				
01	-5665308	INTERNET SERVICE	75.96	0	235.80-	Y			
01	-5665403	STREETS RECONSTRUCTION PRO	30,054.50	0	490,313.27-	Y			
02	-5216212	FUEL EXPENSE	735.74	8,730	8,024.26				
02	-5267313	ELECTRIC UTILITY	41,356.37	359,123	317,193.31				
02	-5267314	GAS UTILITY	8.25	7,223	7,214.75				
02	-5267315	TELEPHONE UTILITY	5,203.85	50,000	36,610.26				
02	-5267316	WATER UTILITY	29.03	8,300	8,270.97				
02	-5864203	REPAIRS & MAINT SUPPLIES	176.03	3,000	2,700.00				
02	-5864212	FUEL EXPENSE	152.96	697	544.04				
02	-5866212	FUEL EXPENSE	1,153.61	13,525	12,371.39				
02	-5871212	FUEL EXPENSE	385.11	3,438	3,052.69				
02	-5871331	EMPLOYEE TRAVEL & TRAININ	95.00	2,400	1,168.98				
02	-5972212	FUEL EXPENSE	51.50	0	51.50-	Y			
02	-5973203	REPAIRS & MAINT SUPPLIES	2,855.58	54,000	39,075.14				
02	-5973206	CHEMICALS	954.80	4,600	2,645.20				
02	-5973212	FUEL EXPENSE	1,101.10	14,511	13,409.90				
02	-5973302	CONSULTANTS (IND. PRETREAT	2,111.73	26,900	18,900.00				
02	-5973304	LAB TESTING	2,461.87	25,100	17,568.13				
02	-5974203	REPAIRS & MAINT SUPPLIES	856.16	80,000	68,469.64				
02	-5974204	SMALL TOOLS	97.47	1,500	1,402.53				
02	-5974206	CHEMICALS	3,540.00	393,872	321,717.00				
02	-5974212	FUEL EXPENSE	888.30	20,000	19,117.70				
02	-5974304	LAB TESTING	24.00	35,000	27,500.00				

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

YEAR	ACCOUNT	NAME	AMOUNT	*****LINE ITEM*****		*****GROUP BUDGET*****	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
02	-5974328	INTERNET SERVICE	93.50	1,300	1,206.50		
02	-5974330	DUES & MAINTENANCE	150.00	700	550.00		
02	-5975209	UTILITY MAINTENANCE SUPP.	849.96	32,500	24,722.67		
02	-5975211	WATER METERS	1,712.38	125,000	115,000.00		
02	-5975212	FUEL EXPENSE	3,206.49	48,409	45,202.51		
02	-5975235	WATER MAIN REPAIR	14,941.00	50,000	26,535.00		
02	-5975328	INTERNET SERVICE	62.95	1,500	1,280.60		
02	-5975329	DEQ FEES	252.00	2,000	1,748.00		
03	-5876212	FUEL EXPENSE	526.76	2,600	2,073.24		
03	-5876315	TELEPHONE UTILITY	27.69	300	272.31		
05	-5218313	ELECTRIC UTILITY	142.93	1,400	1,237.07		
06	-5549212	FUEL EXPENSE	920.08	9,400	8,479.92		
06	-5549308	CONTRACT SERVICES	704.85	15,500	13,396.43		
06	-5549315	TELEPHONE UTILITY	83.07	3,000	2,753.63		
11	-5220302	CONSULTANTS	85.00	38,020	4,340.00-	Y	
27	-5655214	TOURISM EXPENSE	355.68	48,500	35,573.00		
28	-5654203	REPAIR & MAINT SUPPLIES	530.96	18,846	14,444.66		
28	-5654212	FUEL EXPENSE	175.77	2,059	1,883.23		
28	-5654315	TELEPHONE UTILITY	110.76	3,083	1,652.24		
28	-5654328	INTERNET SERVICE	143.50	1,148	861.00		
29	-5324212	FUEL EXPENSE	131.76	1,494	1,362.24		
29	-5324315	TELEPHONE UTILITY	1,956.82	55,720	50,516.37		
29	-5324401	CAPITAL OUTLAY	2,403.33	30,713	25,906.34		
30	-5652302	CONSULTANTS	2,000.00	135,000	101,435.00		
32	-5215214	EXPENSES-DOG PARK	318.24	0	17,580.24-	Y	
33	-5871515	2013 CDBG PROJECT	4,260.00	145,596	125,249.00		
35	-5862203	REPAIRS & MAINTENANCE SUPP	9,580.39	245,700	189,811.08		
35	-5862212	FUEL EXPENSE	432.55	5,818	5,385.45		
35	-5862315	TELEPHONE UTILITY	61.77	0	61.77-	Y	
36	-5215315	THIRD PARTY ADM FEES	941.66	12,000	700.00		
38	-5215520	AGENT FEES	1,500.00	15,000	9,000.00		
41	-5863401	CAPITAL OUTLAY TRAFFIC CON	15,363.00	15,000	363.00-	Y	
41	-5974401	CAPITAL OUTLAY	3,324.60	15,000	1,796.60-	Y	
** 2013-2014 YEAR TOTALS **			273,890.15				

NO ERRORS

\*\* END OF REPORT \*\*

PACKET: 10017 CLAIMS FOR 08/27/2013

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	8/2013	143,186.56CR
02	8/2013	85,476.66CR
03	8/2013	554.45CR
05	8/2013	162.93CR
08	8/2013	1,708.00CR
11	8/2013	85.00CR
27	8/2013	355.68CR
28	8/2013	960.99CR
29	8/2013	4,491.91CR
30	8/2013	2,000.00CR
32	8/2013	318.24CR
33	8/2013	4,260.00CR
35	8/2013	10,074.71CR
36	8/2013	941.68CR
38	8/2013	1,500.00CR
41	8/2013	18,687.60CR
=====		
ALL		274,764.41CR

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

**A RESOLUTION SUPPORTING CONTINUED PARTICIPATION IN THE MAIN STREET PROGRAM**

\* \* \* \* \*

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

**WHEREAS**, the City of McAlester desires to participate in the Oklahoma Main Street Program,

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

**SECTION 1.** That the City of McAlester supports participation in the 2013/2014 Oklahoma Main Street Program with the specific goal of revitalizing Old Town and Downtown McAlester using the Main Street 4-Point Approach™ for economic revitalization.

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

**PASSED AND APPROVED** this \_\_\_\_\_ day of August, 2013.

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

By \_\_\_\_\_  
**Steve Harrison, Mayor**

**ATTEST:**

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



☞ From Old Town to Downtown ☜

**Annual Action Plan by Committee**  
Fiscal Year 2013-2014

**Design**

Maintain plants.

Coordinate the use of Oklahoma Main Street architectural and design services for business and property owners.

Remove Christmas lights from downtown buildings on August 27<sup>th</sup>.

Host a design dutch breakfast with Oklahoma Main Street staff on September 26<sup>th</sup>.

Seek grant funding for a master streetscape plan.

**Economic Restructuring**

Complete and maintain a database of properties and businesses within the districts.

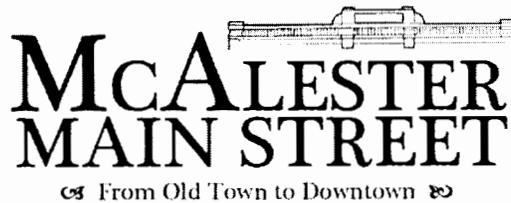
Promote and facilitate use of the retail sales tax incentive.

Seek funding for and launch BizNest, a retail incubation program.

Market vacant property through the Oklahoma Department of Commerce database, a Facebook campaign, and posters in the windows.

Submit an ordinance to allow residential zoning for upstairs space in the districts to the Planning Commission.

Plan and implement a business recruitment program to fill vacancies.



### **Organization**

Conduct a raffle at CultureFest August 17<sup>th</sup>.

Co-host Cruise Night on September 21<sup>st</sup>.

Co-host the Wild Color Stampede on October 5<sup>th</sup>.

Provide a children's activity booth at the Wild West Festival on October 5<sup>th</sup>.

Host Trick or Treat Party in the Street in October.

Execute a membership and sponsorship drive in December and January.

### **Promotion**

Promote McAlester Main Street and its districts online through the website and social media, in local publications through press releases, on the radio through interviews and public service announcements, and through public speaking engagements.

Host Crazy Days on August 3<sup>rd</sup>.

Co-host CultureFest on August 17<sup>th</sup>.

Print and distribute a shopping and dining guide.

Apply to the Oklahoma Department of Commerce for Tourist Oriented Directional Signs.

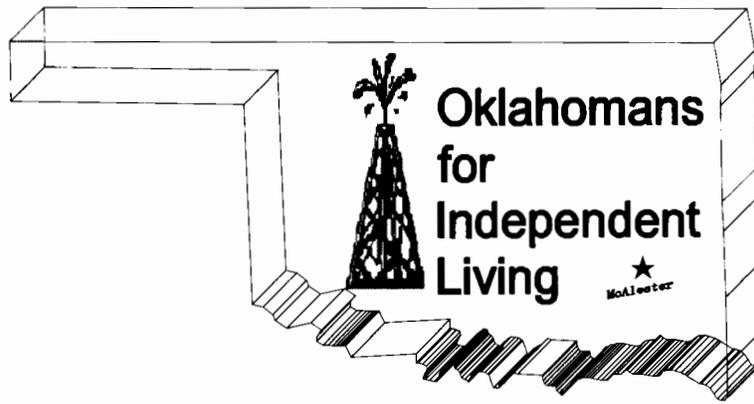
Assist with the Wild West Festival on October 5<sup>th</sup>.

Host the Christmas parade on December 5<sup>th</sup>.

Host a Ladies' Night Out retail promotion on Mother's Day weekend.

Host a Family Night Out retail promotion in conjunction with the Sunbelt Classic.

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



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

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July 31, 2013

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

Dear Mr. Stasiak,

During the months of April, May, June, the Oklahomans for Independent Living (O.I.L) provided transportation to 112 individuals. The individuals took a total of 1,684 trips. O.I.L transported to 193 different locations including doctor's offices, pharmacies, McAlester Regional Hospital, Indian Clinic, DHS, Carl Albert Mental Health Center, DRS, Social Security, Goodwill, Shared Blessings, utility companies, grocery stores, Wal-Mart, restaurants, theater, and a variety of other sites.

Costs for the Transportation Program for the 3 month period are as follows:

Drivers	\$ 6,959
Fringe Benefits	1,323
Fuel	1,880
Maintenance	234
Insurance/fees	250
Occupancy/Phone/Supplies	<u>700</u>
	\$11,346

OIL has also provided its core services of information and referral, advocacy, peer counseling, and independent living skills training. OIL sends a monthly newsletter to 546 individuals each month. O.I.L. provided information and referral on disability related issues on 421 requests.

Individual advocacy and systemic was provided on disability related issues that concern civil rights, housing, mental health, environmental modifications, the Americans with Disabilities Act, employment, and program access. O.I.L. worked with the Texas Central

Youth Conference in assisting individuals with home modifications, repair and weatherization. 12 individuals benefited from this service.

Peer support activities included individual counseling and group activities. 315 individuals participated in 14 peer support and community integration activities. These events also included the ADA Rights and Rural Housing Solutions, Special Olympics in Stillwater, Sittercise with OSU Extension, Azalea Festival, KEDDO Senior Day, Shuttle assistance to Armed Forces Day Parade, Choctaw Nation Senior Day, Camp Plea for Children and Camp Plea for Adults, Brain Injury Support Groups, Community Meetings and Group Socials.

Independent living skills training was provided to 3 individuals in the forms of money management, reading, computer skills training, etc.

Usable equipment is donated to OIL and OIL passes the equipment on to individuals with disabilities. 8 individuals benefited from the used equipment exchange. This included items such as power wheelchairs, standard wheelchairs, hospital beds, shower benches, walkers, canes and numerous other items.

OIL provided case management services for 43 individuals at risk of nursing home placement. O.I.L. is currently assisting 1 individual in moving out of a nursing facility and into the community with high potential. Case management services ensure community resources are developed and used to assist people to live in their homes versus nursing home placement.

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

Sincerely,

  
Pam Pulchny,  
Executive Director

Cc Mayor Steve Harrison

AUG 16 2013



“Engaging Minds, Inspiring Hearts, Pursuing Excellence”

August 15, 2013

McAlester Public Schools  
Roofing Project and Expenditure Report

Project Update:

- Puterbaugh Middle School Phase 1 (back part of building) completed (TPO)
- McAlester High School (original building) completed (TPO)
- Jefferson Early Childhood Center, completed (TPO)
- William Gay Early Childhood Center, completed (TPO)
- Edmond Doyle Elementary, completed (TPO)
- Puterbaugh Middle School Phase 2 (front part of building) sloped metal roof.
  - Bid awarded and contract signed with BRB Roofing of Muskogee
  - Dollar amount of initial contract is \$654,600.00
  - Change Order for covered walkway \$35,700.00

Expenditures to date – draws made by contractor and related architect fees paid by McAlester Public Schools:

- \$118,872 (July 2012)
- \$21,735 (August 2012)
- \$61,126.45 (September 2012)
- \$59,051.55 (October 2012)
- \$75,315.00 (November 2012)
- \$49,698.38 (December 2012)
- \$0.00 (January 2013)
- \$133,000 (February 2013)
- \$113,620 (March 2013)
- \$0.00 (April 2013)
- \$139,175.00 (May 2013)
- \$49,252.66 (June 2013)
- \$0.00 (July, 2013)
- \$101,840.00 (August 2013)

Total: \$922,686.04

# JORDAN CARRIS

Serving Oklahomans Since 1900

1.800.395.4045

## INSURANCE & BONDS

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

August 6, 2013

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

Dear Mrs. Ervin,

The Excess Workers Compensation is up for renewal on 9/1/2013. Enclosed are the renewal quotes.

Midwest Employers Casualty Company has provided 3 quote options. Excess limits of \$1,000,000 apply to all three options. Differences in the options are the retention or the length of the term.

Option #1, has a per claim retention of \$450,000 for all job classifications except police and fire, that retention would be \$500,000. The premium for this option is \$59,342 and is for a 12 month term.

Option #2 has a per claim retention of \$500,000 for all job classifications including police and fire. The premium for this option is \$56,102 and is for a 12 month term.

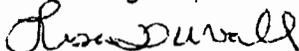
Option #3 has a per claim retention of \$450,000 for all job classifications except police and fire, that retention would be \$500,000. The premium is \$53,950 FOR a 10 MONTH TERM. (Your next renewal date will be 7/1/2014).

Option #1 and #3 are the same retentions that you currently have. Only difference in these two options are that Option #1 will be for a 12 month term and option #3 is for 10 months.

If renewal is desired please advise which option and we will have the policy renewed effective September 1, 2013.

We appreciate the opportunity to provide this quote to you. If you have any questions or need us to attend the board meeting to explain the quotes and coverage's, please do not hesitate to call, we will be happy to answer any questions that anyone may have.

Best Regards,



Lisa Duvall



**Excess Workers Compensation  
Quotation Sheet**

Insured: City of M cAlester  
Policy #: EWC006547

Policy Effective Date: 09/01/2013  
Quote Date: 08/06/2013  
Quote Expiration Date: 60 Days

POLICY TERMS	QUOTE OPTIONS		
	#1 0180442	#2 0180443	#3 0180444
Named States	OK	OK	OK
<b>SPECIFIC:</b>			
Specific Limit	STATUTORY	STATUTORY	STATUTORY
Specific Retention	\$450,000	\$500,000	\$450,000
Specific Retention - 7710 OK	\$500,000	NA	\$500,000
Specific Retention - 7720 OK	\$500,000	NA	\$500,000
<b>EMPLOYERS LIABILITY:</b>			
Employers Liability Limit	\$1,000,000	\$1,000,000	\$1,000,000
<b>AGGREGATE:</b>			
Aggregate Limit	\$1,000,000	\$1,000,000	\$1,000,000
Rate as a % of Normal Premium	209.67%	214.76%	224.59%
Estimated Aggregate Retention	\$1,332,149	\$1,364,488	\$1,294,503
Minimum Aggregate Retention	\$1,305,506	\$1,337,199	\$1,268,613
Aggregate Loss Limitation	\$450,000	\$500,000	\$450,000
<b>RATING BASE:</b>			
Est. Annual Payroll	\$9,813,416	\$9,813,416	\$9,813,416
Est. Annual Manual Premium	\$694,325	\$694,325	\$694,325
Length of Policy (Years)	.915068	.915068	.830137
Est. Policy Normal Premium	\$635,355	\$635,355	\$576,385
Rate as a % of Normal Premium	9.34%	8.83%	9.36%
<b>PREMIUM:</b>			
Total Est Policy Prd Premium (Including Flat Charges)	\$59,342	\$56,102	\$53,950
Policy Minimum Premium	\$53,408	\$50,492	\$48,555
Deposit Premium	\$59,342	\$56,102	\$53,950
Deposit Flat Charge(s)	NA	NA	NA
<b>Total Deposit Due</b>	\$59,342	\$56,102	\$53,950
Terrorism Risk Ins Act of 2002 (incl in Total Deposit Due above)	\$1,780	\$1,683	\$1,619
Commission	10%	10%	10%

**CONDITIONS / COMMENTS:**

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

AUG 16 2013

**AGREEMENT FOR THE PARTIAL FUNDING OF THE 2014  
JUNIOR SUNBELT CLASSIC**

**THIS AGREEMENT** is made by and entered into by and between the **CITY OF McALESTER, OKLAHOMA**, acting herein by and through its governing body (hereinafter called "City") and **McALESTER PUBLIC SCHOOLS** acting herein by and through its duly authorized representatives (hereinafter called "School").

WHEREAS, the City and School desire to enter into this Agreement pursuant to the Interlocal Cooperation Act (74 O.S.1001); and

WHEREAS, the City and School desire to use government assets in a efficient and effective manner for the benefit of both parties; and

WHEREAS, the purpose of this Agreement is to assist in the promotion of tourism within the community by supporting the "2014 Junior Sunbelt Baseball Classic", which is scheduled for the week of June 7 through 12, 2014.

**NOW THEREFORE**, City and School enter into Agreement and agree as follows:

1. **City.** The City agrees to contribute, after being properly invoiced by the School, fifteen thousand dollars (\$15,000) for the partial cost of umpire fees and motel expenses for the Sunbelt Classic.
2. **School.** The School agrees to provide the City with a detailed report accounting for the City contribution by no later than August 15, 2014. Further, the School agrees to remit, at the time the School issues its detailed report, any City monies not spent for the purposes outlined in number one.
3. **Term and Termination.** The term of this Agreement shall be from June 1, 2014 until September 1, 2014.
4. **Miscellaneous Provisions:**
  - a. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.
  - b. **Savings/Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason to be held invalid, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**This Agreement is executed on this 12<sup>th</sup> day of August, 2013.**

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

By: \_\_\_\_\_  
Steve Harrison, Mayor

ATTEST:

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

**McALESTER PUBLIC SCHOOLS**

By: \_\_\_\_\_  
Janet Wapsick, Board President

ATTEST:

\_\_\_\_\_  
Mike Bossamon, Clerk of the Board

# PROJECTED COSTS FOR 2014

## JUNIOR SUNBELT

<u>ITEM</u>	<u>COST</u>
BANQUET DECORATINS	<u>\$500.00</u>
EXPO RENTAL	<u>\$315.00</u>
UMPIRES	<u>\$8,500.00</u>
LODGING	<u>\$12,500.00</u>
FOOD	<u>\$3,500.00</u>
MISC VENDORS	<u>\$800.00</u>
T-SHIRTS ETC.	<u>\$3,500.00</u>
COACHES EXPENCES	<u>\$1,200.00</u>
MPS-TRANSPORTATION	<u>\$1500.00</u>
<u>TOTAL EXPENCES</u>	
	<u>\$32,315.00</u>

# McAlester Public Schools

## 2013 Sunbelt Expenses

SECRET  
JUL 09 2013  
[Signature]

### Banquet

- City of McAlester - \$315.00
- US Food - \$360.00

### Concession

- Sooner Coca Cola - \$360.00
- Performance Food Groups – \$719.96
- Lovera’s – \$224.25
- Wal-Mart – \$852.69
- Indian Nation Wholesale - \$234.21

### Hotel

- AmericInn - \$7,975.00

### T-Shirts

- CSP - \$3,257.00

### Umpires

- 14 Umpires = \$7770.00
  1. 106 games@ \$70.00
  2. 1 Assigning Fee = \$350.00

### McAlester Public Schools Transportation

- Bus - \$3003.50

**Total Expenses - \$25,071.61**

Hotel and Umpires will be paid with the \$15,000 from City of McAlester.

Total for AmericInn and Umpires- \$15,745.00

**McAlester Public Schools  
JR. SUNBELT CLASSIC  
June 7th - June 13th, 2013**

**SUMMARY OF UMPIRE FEES PAID**

<u>Umpire Name</u>	<u># of Games Called</u>	<u>Amount Paid</u>
Mat Wilson	15	\$1,050.00
Lew Wantland	6	\$420.00
Chris Evans	7	\$490.00
Terry Kimmel, Jr	7	\$490.00
Gene Lewellen, Coordinator	10	\$1,050.00
Beay Berman	5	\$350.00
James Perry	7	\$490.00
Shon Chester	7	\$490.00
Barry Crow	7	\$490.00
Jered Jones	8	\$560.00
Jay Staude	5	\$350.00
Chad Rogers	7	\$490.00
Dewayne Neal	7	\$490.00
Jason Guess	8	\$560.00

**Total Umpire Fees Paid:**

**\$7,770.00**

**Mary F. Shannon**  
**701 E. Seneca**  
**McAlester, Ok 74501**

Mary F. Shannon has lived in McAlester since 1971 and is married to James (Clif) Shannon. She retired from McAlester Public Schools as Deputy Superintendent after 38 years of service in various administrative and teaching positions in the district, with a total of 41 years as an educator. She holds a MS degree from East Central University, a BS degree from Oklahoma State University and has done post Masters' work at the University of Oklahoma. She is an active member of the First Baptist Church, the Rotary Club of McAlester, and the Pittsburg County Retired Teachers Association and is a CASA volunteer. In the past she has served on the boards of the Chamber of Commerce and the Boys and Girls Club and has been involved with the McAlester Area Arts and Humanities Council. During her career she was involved in several professional organizations, such as the Oklahoma Cooperative Council of School Administrators, Oklahoma Directors of Special Services, and Council for Exceptional Children, holding offices and serving on statewide task forces and committees associated with the field of education. She has two children and two step-children that live in Dallas and the Tulsa area, and is a grandmother to one biological grandchild and 7 step-grandchildren.

COUNTY JAIL SERVICES AGREEMENT

THIS JAIL SERVICES AGREEMENT is made and entered into on this day of \_\_\_\_\_ -  
,2013 by and between the CITY OF MCALESTER, a charter city of the State of Oklahoma,  
hereinafter referred to as "McAlester" or "City", and the PITTSBURG COUNTY CRIMINAL  
JUSTICE CENTER, hereinafter referred to as "PCCJC", each party having been duly organized  
and existing under the laws of the State of Oklahoma.

WITNESSETH:

WHEREAS, PCCJC, on behalf of Pittsburg County, and McAlester, are authorized by  
law and agreement to have charge and custody of the Pittsburg County Criminal Justice Center  
and the McAlester City Jail respectively; and the prisoners or inmates thereof; and,

WHEREAS, Pittsburg County has caused to be constructed a new jail facility on West  
Street to be thereafter managed and operated by PCCJC and the Pittsburg County Sheriff; and

WHEREAS, McAlester will designate PCCJC as a place of confinement for the  
incarceration of one (1) or more but not to exceed ten (10) inmates lawfully committed to its  
custody (city inmates); and,

WHEREAS, PCCJC is desirous of accepting and keeping in its custody such prisoners or  
inmates in the new Pittsburg County Criminal Justice Center for a rate of compensation mutually  
agreed upon by the parties hereto; and,

WHEREAS, the governing bodies of the City of McAlester, Pittsburg County and PCCJC  
have approved and confirmed this agreement as authorized and provided for by law.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments  
to be made hereunder, the mutual promises and covenants herein contained, and for other good  
and valuable consideration, the adequacy of which is hereby acknowledged, the parties hereto  
agree as follows:

1. GOVERNING LAW: The parties hereto agree that, except where expressly  
otherwise provided, the laws and administrative rules and regulations of the State of Oklahoma  
shall govern in any matter relating to any prisoners or inmates confined pursuant to this  
Agreement.

2. DURATION:

A. The primary term of this agreement shall be for a period of approximately five (5)  
years, unless earlier terminated pursuant to section (3)(A) below, commencing when the  
Pittsburg County Sheriff notifies the Chief of Police and McAlester, that he is prepared to accept  
city inmates, which estimated time is September, 2013, and said term shall end June 30, 2018.

The primary term shall end on June 30, 2018 without further notice or action, unless this agreement is properly renewed as set forth herein.

B. This agreement is subject to annual appropriation by McAlester, through its governing body each fiscal year. Before the beginning of each fiscal year, the McAlester's governing body shall determine whether to appropriate funds for these expenditures under this agreement for the fiscal year, as is required under the City's Charter, and the Oklahoma constitution and statutes.

C. This agreement shall be renewable for successive five (5) year terms under such terms and conditions as the parties may determine. McAlester shall notify PCCJC and the Sheriff not less than ninety (90) days prior to the end of any period or term of its desire to renew this agreement. If no renewal agreement is entered into prior to the end of the preceding term, then no renewal for a five (5) year term shall occur and the existing operative agreement between the parties shall continue at the will of each party, terminable by either party upon ninety (90) days written notice of termination.

### 3. TERMINATION:

A. This agreement may be terminated by either party upon ninety (90) days, written notice of termination delivered to the other party. Prior to the termination date any and all outstanding invoices shall be paid in full.

B. In the event of termination of this agreement for any reason, McAlester shall continue to compensate PCCJC for any prisoner(s) or inmate(s) housed in the Pittsburg County Criminal Justice Center after such termination until the City of McAlester retakes its prisoner(s) or inmate(s), in the same manner and at the same rates as if this agreement had not been terminated.

### 4. MAILING ADDRESSES – NOTICES:

A. All notices, reports and correspondence to the respective parties of this agreement shall be sent, mailed or delivered to the following:

#### **PCCJC:**

Pittsburg County Criminal Justice Center Attention: Sheriff

1210 N. West Street

McAlester, OK 74501

#### **McAlester:**

City of McAlester

Attention: McAlester City Clerk

P.O. Box 578

McAlester, OK 74502

B. Notices duly mailed shall be deemed given on the date mailed. The parties shall notify each other in writing of any change of address or contact persons.

5. DEFINITIONS: The parties hereby agree that the following terms shall have the specified meanings unless indicated otherwise herein:

A. "year" or "service year" or "annual". Unless the context indicates otherwise, these terms shall be measured or understood on a fiscal year basis from July 1 of one year to June 30 of the following year.

B. "inmate classifications" shall be made pursuant to the then current inmate classification system utilized by the Pittsburg County Sheriff pursuant to law for all prisoners in his charge. This includes minimum, medium and maximum security classifications.

C. "city prisoner" or "city inmate". These are the adult persons housed in the Pittsburg County Criminal Justice Center for whom McAlester is primarily responsible. No juveniles can be kept or housed at the Pittsburg County Criminal Justice Center. This classification of inmate shall be determined as follows:

1. Any adult person arrested or taken into custody on charges or warrants based on allegations of conduct or offense from within the limits of the City of McAlester, whether by warrant or not, is a possible city inmate. The arresting officer shall make the initial classification by indicating whether the charges sought will be city charges or county charges (Le. state charges) or both, or whether surrendering on a city warrant or state warrant. If the arrest or surrender involves only city charges or city warrants, the person is a city inmate until released, unless county charges subsequently take precedence and the city is substantially delayed in completing its proceedings. If an inmate remains incarcerated on county charges after the city charges have been completed, he or she shall become a county inmate at that time and no longer be a city inmate.

2. If the arresting officer indicates both city and county charges will be sought, the tentative classification shall be as a county inmate and the county charges shall take priority. If the Pittsburg County District Attorney does in fact file state charges out of that incident and arrest, the person will remain classified as a county inmate until the proceedings are complete. Thereafter, such person shall be classified as a city inmate until the city proceedings are complete. If the Pittsburg County District Attorney declines to file any state charged out of that incident and arrest, the inmate shall be a city inmate from arrest to release.

D. "daily rate service payment" is the agreed daily payment from McAlester to PCCJC for the housing of city inmates. This payment covers the daily costs of the housing, feeding, and

routine, minor nursing medical services performed by Pittsburg County nursing staff of the city inmates only. All other medical or other needs of the city inmates, including prescription drugs, are the additional responsibility and expense of McAlester, unless expressly agreed otherwise herein. The daily service is payable in full, regardless of the average city inmate population history or other measure of utilization. PCCJC agrees to provide said bill monthly. McAlester agrees to make payment to PCCJC within thirty (30) days of receipt of such bill.

#### 6. COMPENSATION:

A. PCCJC will provide the City of McAlester with ten (10) beds in the Pittsburg County Criminal Justice Center as the new "McAlester City Jail". The ten (10) beds available to McAlester shall be utilized under the same rules of classification and separation as county inmate beds. It is understood that this could mean maximum capacity is less than ten (10) persons. The Sheriff of Pittsburg County will notify the McAlester Chief of Police or his designee whenever the city inmate population is eighty percent (80%) of capacity or when only two (2) McAlester beds remain available.

B. For the service provided with the availability of ten (10) beds, McAlester agrees to pay PCCJC a daily service payment of \$44.00 per day per inmate. PCCJC agrees to provide said bill monthly. McAlester agrees to make payment to PCCJC within thirty (30) days of receipt of such bill.

C. In the event the number of city inmates exceeds the capacity of the ten (10) bed city jail, McAlester agrees to pay PCCJC for each such additional city inmate a daily rate per inmate of \$70.00 per day. PCCJC is not required to accept any city inmates above the capacity of the ten (10) beds.

D. PCCJC will provide McAlester with an itemized bill for all additional services provided by PCCJC for a city inmate, including daily rate calculations. PCCJC agrees to provide said bill monthly. McAlester agrees to make payment to PCCJC within thirty (30) days of receipt of such bill.

E. The daily rate service payment shall be adjusted upward according to the same daily rate then charged by PCCJC to county/district inmates. Not less than ninety (90) days before the end of the current year, both parties shall notify the other of annual adjustment negotiations. Each party shall engage in good faith in such negotiations. The daily rate service payment shall be as mutually agreed, but in any event, any increase shall not exceed ten percent (10%) per

year. The factors to be considered by the parties in determining the increase for the following year are as follows:

1. Inflationary factors, including indexes, changes in the actual cost of goods, salary increases, etc.
2. Legal and regulatory changes, including increased staffing, structural changes, etc.
3. Experience, including unexpected situations, acts of God, etc.
4. Actual utilization rates and comparisons to a daily rate method of payment etc.
5. Any other relevant and material factors.

If the parties are unable to reach an agreement as to the amount of the increase, the matter shall be submitted to the Dispute Resolution Board, whose decision is final.

7. RIGHT OF INSPECTION: McAlester shall have the right to inspect, at all reasonable times and upon notice, all of the Pittsburg County Criminal Justice Center facilities in which city inmates are confined in order to determine if such jail maintains standards of confinement acceptable to McAlester and that the City inmates are treated equally regardless of race, religion, color, creed or national origin; provided, however, that PCCJC shall be obligated to manage, maintain and operate its facilities consistent with all applicable federal, state and local laws and regulations.

8. FURLOUGHS, WORK RELEASE, ETC.: PCCJC agrees that no early releases or alternatives to incarceration, including furloughs, electronic home detention or work release shall be granted to any inmate housed pursuant to this agreement without written authorization by the committing court.

9. INMATE ACCOUNTS: No City Inmate shall be allowed to have an Inmate Trust Fund Checking Account, unless that inmate is deemed to also have county/district charges that take precedence over the city charges. PCCJC shall process city inmates into the PCCJC facility, and will take possession and responsibility for all monies and/or personal property belonging to City of McAlester inmates or relating to the booking of city inmates.

10. RESPONSIBILITY FOR OFFENDER'S CUSTODY: It shall be the responsibility of PCCJC to confine the city prisoner(s) or inmate (s); to provide treatment, including the furnishing of subsistence and all necessary minor medical services and supplies; to provide for the inmate's physical needs; to make available to them treatment consistent with the individual needs' to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court are faithfully executed; provided that nothing herein contained shall be construed to require PCCJC, or any of its agents, to provide treatment, facilities or programs for any inmates confined pursuant to this agreement. Nothing herein shall be construed as to require PCCJC to provide services, treatment, facilities or programs to city inmates above, beyond or in

addition to that which is require by applicable law.

#### 11. MEDICAL SERVICES:

A. Inmates deemed city inmates shall receive such medical, psychiatric and dental treatment when emergent and necessary to safeguard their health while housed at the Pittsburg County Criminal Justice Center. The McAlester Chief of Police or his designee shall provide for or arrange for the providing of such medical, psychiatric and dental services. Except for routine, minor nursing medical services provided in the Pittsburg County Criminal Justice Center, the McAlester Chief of Police or his designee shall be notified of any treatment or care needed prior to an inmate receiving any care. In emergencies, the McAlester Chief of Police or his designee will be notified prior to treatment or transport for care. McAlester shall be responsible as provided by law for such medical, psychiatric and dental treatment provided outside the Pittsburg County Criminal Justice Center for the benefit of city inmates and such other like treatment outside the scope of routine, minor nursing medical services performed by Pittsburg County nursing staff.

In such circumstances where a City inmate is being treated at an emergency medical facility or admitted into a medical facility, it will be the sole responsibility of the McAlester Chief of Police or his designee to provide transportation (unless deemed necessary by the McAlester Chief of Police or his designee that an ambulance needs to be dispatched for transport) and security for said City inmate until said City inmate is released or discharged from medical facility.

B. An adequate record of all such services shall be kept by PCCJC for McAlester's review at its request, to the extent consistent with confidentiality regulations.

C. Should medical, psychiatric or dental services be required, the McAlester Chief of Police or his designee will authorize the services and the City of McAlester shall be billed and/or the inmate pursuant to 11 O. S. § 14-113, 74 O. S. § 192 or other similar authority.

12. DISCIPLINE: PCCJC shall have physical control over and power to execute disciplinary authority over all inmates of the City of McAlester. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by the laws of the State of Oklahoma, the United States Constitution or applicable laws of the United States.

13. RECORDS AND REPORTS: PCCJC shall keep all necessary and pertinent records concerning such city inmates in the manner consistent with the maintenance of all other PCCJC inmate records. During a city inmate's confinement in the Pittsburg County Criminal Justice Center, The McAlester Chief of Police or his designee, and McAlester, shall upon request be entitled to receive and be furnished with copies of any report or record associated with said inmate(s) incarceration, to the extent permitted by law.

14. REMOVAL FROM THE JAIL: An inmate of the city legally confined in the Pittsburg County Criminal Justice Center shall not be released by any person without written or

verbal order of any court having jurisdiction, and will not be otherwise removed or transported without the express written or verbal order of the McAlester Chief of Police or his designee. The Municipal Court of the City of McAlester shall set or establish the amount of any bond for the release of City inmates or prisoners, and shall provide, confirm and/or update the current bond information and amount to PCCJC. PCCJC agrees that no early releases, furloughs, work release, or electronic home detention shall be granted to any inmate without authorization from the Chief of Police, his designee, or the Municipal Court. This paragraph shall not apply to an emergency necessitating the immediate removal of the inmate for medical, dental, psychiatric treatment or other catastrophic condition presenting an eminent danger to the safety of the inmate or to inmates or personnel of PCCJC. In the event of any such emergency removal, PCCJC shall inform the McAlester Chief of Police or his designee of the whereabouts of the inmate(s) so removed, at the earliest practicable time, and shall exercise all reasonable care for the safekeeping and custody of such inmate(s).

15. ESCAPES: In the event any city inmate shall escape from PCCJC custody, PCCJC will use all reasonable means to recapture the inmate. PCCJC shall have the primary authority to direct the pursuit and retaking of the inmate(s) within its own territory.

#### 16. DEATH OF AN INMATE:

A. In the event of the death of a city inmate, the Pittsburg County Medical Examiner shall be notified. The McAlester Chief of Police or his designee shall receive copies of any records made at or in connection with such notification.

B. PCCJC shall immediately notify the McAlester Chief of Police or his designee and the City of McAlester of the death of a city inmate, furnish information as requested and follow the instructions of McAlester Chief of Police or his designee with regard to the disposition of the body. The McAlester Chief of Police or his designee will designate the official(s) authorized to request information from and provide instructions to PCCJC regarding deceased inmate. The body shall not be released except on written or verbal order of the appropriate officials of the State Medical Examiner's Office. Written notice shall be provided within three weekdays of receipt of notice of such death. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by McAlester. With McAlester's consent, PCCJC may arrange for burial and all matters related or incidental thereto, and all such expenses shall be paid by McAlester. The provisions of this paragraph shall govern only the relations between or among the parties hereto and shall not affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.

17. DISPUTE RESOLUTION: In case of a dispute over the performance or meaning of the provisions of this agreement, which has not been resolved through discussion between the parties, said dispute shall be submitted to a Dispute Resolution Board consisting of three individuals; one appointed by each party and the third selected by the two initial members. Said board shall decide matters by majority vote. If either party is not satisfied with the result, except where otherwise provided, it may utilize any other remedy to which it may be entitled at law or in equity.

## 18. MISCELLANEOUS:

A. PCCJC shall have the right to refuse to accept any individual from the city who, in the judgment of PCCJC, exercised by the Sheriff of Pittsburg County, has a current illness, disease or injury which may adversely affect the operations of the Pittsburg County Criminal Justice Center or has a history of serious medical problems. At the discretion of PCCJC, a clearance from an attending physician may be required before the individual is booked into custody at the Pittsburg County Criminal Justice Center.

B. City inmates incarcerated in the Pittsburg County Criminal Justice Center pursuant to this agreement shall be transported to and from the jail by the McAlester Police Department. PCCJC is not responsible for transportation of city inmates under this agreement and shall be reimbursed by McAlester for any actual expenses incurred in transport of city inmates if in fact transportation of an inmate by PCCJC becomes necessary.

C. In providing services under this contract, PCCJC is an independent contractor and neither it, nor its officers, agents or employees are employees of McAlester for any purpose, including responsibility for any federal or state tax, industrial insurance or Social Security liability. Neither shall the provision of services under this agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of McAlester under any applicable law, rule, or regulation.

D. The Sheriff of Pittsburg County and the McAlester Chief of Police shall cooperate with one another and develop and prepare written rules to implement this agreement and to insure its effective operation over time. The rules shall govern the details of the administration and operation consistent with this agreement. Such rules shall govern issues and matters not expressly addressed by this agreement and shall remain in force until this agreement is modified, by the parties to the contrary. The initial rules will be submitted to both parties and the Board of County Commissioners of Pittsburg County for approval prior to becoming effective. Subsequent amendments or additions to the rules may be made by the written agreement of the Sheriff and Chief. Copies of any such changes shall be furnished to both parties and the Board of County Commissioners of Pittsburg County.

## 19. GENERAL PROVISIONS:

A. Severability. In the event any of the provisions of this agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provisions shall be enforced and valid to the extent permitted by law. All provisions of this agreement are severable and the unenforceability or invalidity of a single provision herein shall not affect the remaining provisions.

B. Governing Law and Venue. This agreement is governed by the laws of the State of Oklahoma. Venue for any lawsuit shall be in the District Court of Pittsburg County, State of Oklahoma.

C. Waiver of Breach. The waiver by either party of the breach of any provision of this

agreement by the other party must be in writing and shall not operate nor be construed as a waiver of any subsequent breach by such other party.

D. Savings Clause. Nothing herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between the provisions of this agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this agreement affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements.

E. Interpretation. This agreement has been submitted to the scrutiny of all parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any party or its counsel. All words used in the singular shall include the plural; the present tense shall include the future; and the masculine gender shall include the feminine and neuter gender.

F. Access to Records. The parties hereby agree that authorized representatives of the parties shall have access to any books, documents, paper and record of the other party, which are pertinent or relevant to this agreement for the purposes of making audits, examinations, excerpts and transcriptions. All such records and all other records pertinent or relevant to this agreement and work undertaken pursuant to this agreement shall be retained by the parties for a period of three (3) years after the final expiration date of this agreement or any amendments hereto, unless a longer period is required to resolve audit findings or litigation. In such cases, the parties may expressly agree by an amendment or separate agreement for such longer period for record retention.

G. Amendment. This agreement may be amended by mutual written agreement of the parties.

IN WITNESS WHEREOF, the above and foregoing agreement has been executed in duplicate by the parties hereto and made effective on the day and year first above written.

PITTSBURG COUNTY CRIMINAL JUSTICE CENTER

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**By: Joel Kerns, Pittsburg County Sheriff**

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**Attest.**

THE CITY OF MCALESTER, OKLAHOMA

---

**By: Steve Harrison, Mayor**

---

**Attest.**

APPROVED:

BOARD OF COUNTY COMMISSIONERS OF PITISBURG COUNTY, STATE OF  
OKLAHOMA

Chairman of the Board

Commissioner

Commissioner

APPROVED AS TO FORM:

City Attorney:

Pittsburg County District Attorney:



# Certificate

## Award of Rebate

*To H.L.'s Sports Shop for \$3,048*

### 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, in-creased 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.**

Handwritten signature of Pete Stasiak in blue ink.

Pete Stasiak, City Manager

Handwritten signature of Toni Ervin in blue ink.

Toni Ervin, Chief Financial Officer

Steve Harrison, Mayor



# McAlester City Council

## AGENDA REPORT

<b>Meeting Date:</b>	<u>August 27, 2013</u>	<b>Item Number:</b>	<u>1</u>
<b>Department:</b>	<u>City Manager</u>	<b>Account Code:</b>	<u>N/A</u>
<b>Prepared By:</b>	<u>Peter Stasiak</u>	<b>Budgeted Amount:</b>	<u>N/A</u>
<b>Date Prepared:</b>	<u>August 20, 2013</u>	<b>Exhibits:</b>	<u>(1)</u>

### Subject

Consider, and act upon, authorizing a change in use and re-purposing Hutchinson Park in North Town McAlester to accommodate a Choctaw Village.

### Recommendation

Discussion and motion to approve and act upon a change in use to re-purpose Hutchinson Park in North Town McAlester to accommodate a Choctaw Village.

### Discussion

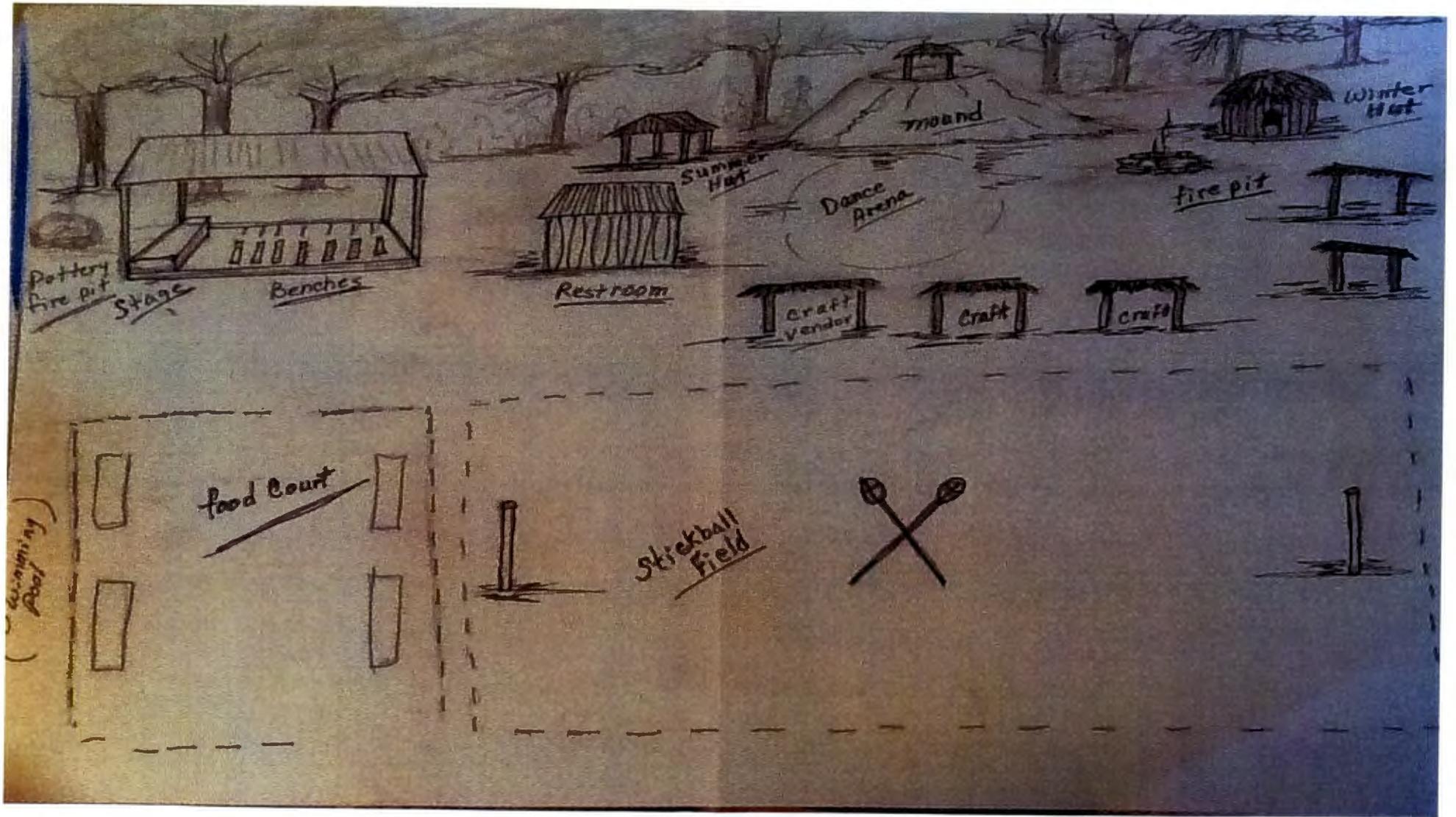
The Choctaw Nation in partnership with the City of McAlester will create a cultural and educational facility at Hutchinson Park. Cultural and educational exhibits are anticipated to include:

1. Summer Hut
2. Winter Hut
3. Indian Mound
4. Dance Arena
5. Stage with benches
6. Pottery Fire Pit
7. Stick Ball Field

The Park will continue to be maintained by the McAlester Parks Department. The construction of the Park will require minimal equipment time. (Backhoe & Dump Truck)

### Approved By

	<i>Initial</i>	<i>Date</i>
<b>Department Head</b>		
<b>City Manager</b>	P. Stasiak <u></u>	<u>August 20, 2013</u>





# McAlester City Council

## AGENDA REPORT

Meeting Date:	<u>August 27, 2014</u>	Item Number:	<u>2</u>
Department:	<u>Tourism/Expo</u>	Account Code:	<u></u>
Prepared By:	<u>Jerry Lynn Wilson</u>	Budgeted Amount:	<u>\$10,565.00</u>
Date Prepared:	<u>August 13, 2013</u>	Exhibits:	<u>1</u>

### Subject

Presentation by Connie Morris, Executive Director of Lake Eufaula Association, regarding the B.A.S.S. National 2014 Divisional Tournament Request for Proposal (RFP) and possible action to partner with Lake Eufaula Association to host the 2014 Divisional Tournament scheduled for June 2014.

### Recommendation

Approve a partnership with Lake Eufaula Association in the total amount of \$10,565.00. These funds will not be incurred if this bid proposal is not accepted.

### Discussion

The total partnership amount of \$10,565.00 includes a hosting fee in the amount of \$7,500.00, a catered banquet for 200 people in the amount of \$2,750.00 and a banquet room at the Expo Center in the amount of \$315.00 all from approved budgeted tourism funds.

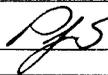
The City of Eufaula has received a \$500,000.00 grant from the Department of Wildlife and Lake Eufaula Association and Don Nichols Foundation are assuring sponsorship funds in the amount of \$125,000.00 in an effort to win this RFP.

The Host Hotel has been secured in McAlester, Oklahoma and has provided the required complimentary rooms.

This tournament anticipates a \$300,000.00-\$400,000.00 economic impact. There will be approximately 125 anglers from eight (8) states participating in this tournament.

City Attorney has reviewed funding amounts for Tourism.

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	JLW	08/13/13
City Manager	P. Stasiak 	08/20/13

# **B.A.S.S. Nation 2014 Divisional Tournament Request for Proposal**



The B.A.S.S. Nation is the grass roots division of B.A.S.S., where state and local chapters not only compete at the amateur level, but are dedicated to youth and conservation efforts.

## **Divisional Information**

Each state chapter of the B.A.S.S. Nation will qualify for one of six divisional tournaments around the country. These tournaments always have a full field, as anglers are pre-qualified and success in these divisional tournaments qualify the anglers into the B.A.S.S. Nation Championship. Then, the top six anglers in the B.A.S.S. Nation Championship will represent all amateur anglers at The Super Bowl of Bass Fishing, The Bassmaster Classic!

## **Deliverables**

In bringing the tournament to your destination, B.A.S.S. will:

Stage and be responsible for all expenses incurred in connection with the Tournament, with the exception of those listed below as the Host's responsibility, including the obtaining of all necessary licenses and permits.

- Provide rules and regulations for the Tournament, and solicit and acquire all entries for the Tournament.
- Pay the expenses of all personnel specifically engaged by BASS to work in connection with the Tournament.
- Brief, supervise and instruct all volunteers working in connection with the Tournament.
- Design, purchase and distribute to each volunteer an "official" cap with emblem.
- Post Tournament results in B.A.S.S. Times and on [bassmaster.com](http://bassmaster.com)
- Provide local host sponsor mentions on site during weigh-in.
- Provide opportunity for host to welcome anglers at briefing/registration.
- Provide opportunity for host to distribute collateral to anglers regarding the destination and local businesses.

**Complimentary items required from host sponsor:**

- Meeting rooms (15ppl Monday, 200ppl Tuesday of tournament week)
- Complimentary venue for weigh in
- 38 total hotel room nights
- Overnight security at the weigh in. Hours determined by BASS.
- Assistance with discounted or complimentary ramp fees.
- Complimentary install of internet service for live streaming of weigh in.
- Complimentary electric and water hook ups
- Complimentary waste management services and assistance with daily clean up.
- Adequate rest room facilities in the weigh-in venue; serviced as required.
- Ice delivered to the weigh-in area; amount to be determined by BASS.
- Emergency personnel with at least American Red Cross First Responder Status.
- Banquet for 200 people
- A host fee of 7,500.



# McAlester City Council

## AGENDA REPORT

Meeting Date: August 27, 2013  
Department: Finance  
Prepared By: Toni Ervin  
Date Prepared: August 16, 2013

Item Number: 3  
Account Code: \_\_\_\_\_  
Budgeted Amount: \_\_\_\_\_  
Exhibits: 2

### Subject

Consider, and act upon, declaring a 1999 International 4900 Trash Truck with extra rear hopper VIN#1HTSHADT8YH249402 as surplus property in accordance with the Code of Ordinances Sec 2-286 and authorize the City Manager to sell them in accordance with the Code of Ordinances Sec 2-287.

### Recommendation

Motion to approve request for a 1999 International 4900 Trash Truck with extra rear hopper be declared Surplus property.

### Discussion

The City of McAlester currently owns a 1999 International Trash Truck with an extra rear hopper VIN#1HTSHADT8YH249402. The Pittsburg County is having their annual equipment auction on September the 21<sup>st</sup> and this would be a good place to sell this truck as they advertise this auction over four surrounding states and in Mexico and there is a big need for this type of vehicle in south Texas and Mexico. Having this truck declared salvage in time for this auction would give the City an opportunity to get a much better price and would save the City's advertising expense.

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	TE	August 16, 2013
City Manager	P. Stasiak 	August 16, 2013







# McAlester City Council

## AGENDA REPORT

Meeting Date: August 27, 2013 Item Number: 4  
Department: Finance  
Prepared By: Toni Ervin Account Code: \_\_\_\_\_  
Date Prepared: August 20, 2013 Budgeted Amount: \_\_\_\_\_  
Exhibits: 7

### Subject

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

### Recommendation

Motion to approve the budget amendment ordinance.

### Discussion

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

See attached.

### Approved By

		<i>Initial</i>	<i>Date</i>
Department Head		T. Ervin	08/20/2013
City Manager	P. Stasiak		08/20/2013

**ORDINANCE NO. \_\_\_\_**

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

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

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

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

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

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

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

SECTION 1: The proposed amendment to the FY 2012-2013 Budget of the City of McAlester, Oklahoma, as heretofore adopted by Ordinance, as summarized in Exhibit A-1 through A-6, which is attached hereto and fully incorporated herein by reference, be, and the same hereby are, completely adopted and approved as an amendment to the said FY 2012-2013 Budget.

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

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

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

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

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

**PASSED and the EMERGENCY CLAUSE ruled on separately this \_\_\_\_\_ day of \_\_\_\_\_, 2013.**

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

By \_\_\_\_\_  
**Steve Harrison, Mayor**

**ATTEST:**

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

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

FY 12-13 Budget Amendments listed by fund

					<u>Revenue</u>	<u>Expense</u>
004	7/24/12	01	General Fund	Appropriate funds for Fire Payroll		(206,800)
004	7/24/12	01	General Fund	Appropriate funds for Fire Payroll		206,800
010	8/14/12	01	General Fund	Budget Supplement to lapse and reappropriate expenditures for the outstanding PO's rel	-	105,004
017	9/25/12	01	General Fund	Appropriate funds for Fire Payroll		(51,569)
017	9/25/12	01	General Fund	Appropriate funds for Fire Payroll		51,569
028	1/8/13	01	General Fund	Appropriate funds for the Mid-Year Review	(129,200)	(66,700)
032	1/8/13	01	General Fund	Appropriate funds for the Trails Project	160,000	225,118
038	3/26/13	01	General Fund	Appropriate funds to reduce expenditures to account for the reduction in revenue decline	(519,682)	(519,682)
042	6/11/13	01	General Fund	Appropriate funds for the payoff of Lease Purchase of 2008 Ford Ambulance and 10 poli	-	(92,456)
044	6/25/13	01	General Fund	Appropriate funds for additional funds for Severance pay out and transfer to Nutrition Fur	64,176	64,176
002	7/24/12	02	MPWA	Appropriate funds for CDBG	-	86,069
007	8/14/12	02	MPWA	Appropriate funds for CDBG (not awarded)	-	78,081
011	8/14/12	02	MPWA	Budget Supplement to lapse and reappropriate expenditures for the outstanding PO's rel	-	71,060
019	10/9/12	02	MPWA	Appropriate Funds to account for project bids coming in over budget.	-	20,990
029	1/8/13	02	MPWA	Appropriate funds for the Mid-Year Review	(43,490)	(7,594)
039	3/26/13	02	MPWA	Appropriate funds to reduce expenditures to account for the reduction in revenue decline	(443,154)	(443,154)
043	6/11/13	02	General Fund	Appropriate funds for the payoff of the lease purchase of John Deere Backhoe.	-	(18,041)
045	6/25/13	02	MPWA	Appropriate funds for the additional Contracted Refuse Services expenditures with Allied.	108,471	108,471
046	6/25/13	08	Nutrition	Appropriate additional funds transferred from General fund to Nutrition for expenditures.	16,693	16,693
050	8/27/13	11	Employee Retirement	Appropriate funds for additional Employee retirement exp	218,699	218,699
047	8/27/13	13	Juvenile Fine/Reserve	Appropriate for additional overtime.	-	1,335
022	10/23/12	19	Fire Improvement Grant	Budget Supplement to lapse and reappropriate expenditures for the	71,250	75,000
036	2/26/13	21	Bond Trustee Fund	Appropriate Funds to Account for the Transfer for Refinancing	3,260,000	3,260,000
048	8/27/13	21	Bond Trustee Fund	Appropriate Funds to Account for the Refinancing	28,899,985	28,899,985
024	11/13/12	24	Airport Grant	Budget Supplement to lapse and reappropriate expenditures for the	1,818,803	1,834,544
033	1/22/13	26	Education Fund	Appropriated funds for Distribution to Schools for Capital Projects.	-	370,000
008	8/14/12	27	Tourism	Appropriate funds for rebranding	-	18,500
012	8/14/12	29	E911	Budget Supplement to lapse and reappropriate expenditures for the outstanding PO's rel	72,000	144,000
016	9/11/12	29	E911	Appropriate funds to operating supplies for upgrade to radio base station in order to mee	-	20,000
031	1/8/13	29	E911	Appropriate funds for the Mid-Year Review	-	14,400
001	7/10/12	30	Economic Development	Appropriate funds for HWY 69 water & sewer		350,000
013	8/14/12	30	Economic Development	Budget Supplement to lapse and reappropriate expenditures for the outstanding PO's rel	-	79,873
015	8/28/12	30	Economic Development	Appropriate funds for the Award from the Strategic Military Planning Commission.	133,000	147,780
021	10/9/12	30	Economic Development	Appropriate Funds to account for project bids coming in over budget.	-	35,712
034	2/26/13	30	Economic Development	Appropriate for ODEQ Grant & 14th Project	-	38,326
037	3/12/13	30	Economic Development	Appropriate Funds for the CDBG-EDIF Taylor Ind Park	115,000	115,000
049	8/27/13	32	Grants & Contributions	Appropriate funds for various grants and contributions exp	-	18,937
003	7/24/12	33	CDBG	Appropriate funds for CDBG	164,150	164,150
006	8/14/12	33	CDBG	Appropriate funds for CDBG (not awarded)	78,081	-
006	8/14/12	33	CDBG	Appropriate funds for CDBG (not awarded)	(78,081)	-
014	8/14/12	33	CDBG	Budget Supplement to lapse and reappropriate expenditures for the outstanding PO's rel	73,874	134,302
020	10/9/12	33	CDBG Grant	Appropriate Funds to account for project bids coming in over budget.	20,990	20,990
030	1/8/13	35	Fleet Maintenance	Appropriate funds for the Mid-Year Review	(21,000)	(21,000)
041	3/26/13	35	Fleet Maintenance	Appropriate funds to reduce expenditures to account for the reduction in revenue decline	(41,171)	(41,171)
035	2/26/13	38	Dedicated Sales Tax	Appropriate Funds to Account for the Refinancing		3,260,000
052	8/27/13	38	Dedicated Sales Tax	Appropriate additional funds to account for transfer to Bond Trust	-	32,953
005	7/24/12	41	Capital Fund	Appropriate funds for Fire Payroll	(206,800)	-
009	8/14/12	41	Capital Fund	Budget Supplement to lapse and reappropriate expenditures for the outstanding PO's rel	-	601,423
018	9/25/12	41	Capital Fund	Appropriate funds for Fire Payroll	(51,569)	-
026	11/27/12	41	Capital Fund	Appropriate funds for Utility Maintenance Backhoe.	-	159,600
027	12/11/12	41	Capital Fund	Appropriate funds for lease purchase for Paver		26,120
040	3/26/13	41	Capital Fund	Appropriate funds to reduce expenditures to account for the reduction in revenue decline	(176,895)	(62,373)
023	11/13/12	42	Federal Forfeiture	Appropriate Funds for new SUV for Patrol		33,000
025	11/27/12	42	Federal Forfeiture	Reverse Appropriation 11/13/12 Funds for SUV for Patrol	-	(33,000)
051	8/27/13	42	Federal Forfeiture	Additional funds for additional Federal Forfeiture capital	-	37,281
					33,564,130	39,582,401



**City of McAlester**  
**Budget Amendment - FY 2012-2013**  
**Bond Trustee**  
**June 30, 2013**

Council Meeting 8/27/2013

**Estimated Revenue or Fund Balance**

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
21	40650		Bond Proceeds	-	28,899,985	28,899,985
Total					28,899,985	

**Appropriations**

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
21	5211504	Finance	2002 Interest Expense	674,780	5,000	679,780
21	5211506	Finance	2003A Interest Expense	203,725	3,501	207,226
21	5211513	Finance	2011 Principal Expense	750,000	5,000	755,000
21	5211515	Finance	Bond Issue Costs	-	676,508	676,508
21	5211516	Finance	2012 Interest Expense	-	92,652	92,652
21	5211517	Finance	2012 Principal Expense	-	85,000	85,000
21	5211624	Finance	Transfer Out - Capital Outlay	-	144,886	144,886
21	5211625	Finance	Transfer to Escrow	-	27,887,438	27,887,438
					28,899,985	

FUND INFORMATION	
Original Budget - Revenues ***	\$ 4,938,463
Amendments	28,899,985
Current Budget - Revenues	\$ 33,838,448
Original Budget - Expenditures	\$ 4,904,847
Amendments	28,899,985
Current Budget - Expenditures	\$ 33,804,832

\*\*\* Does not include appropriated fund balance.

Approved by the City Council this  
 June 30, 2013

Explanation of Budget Amendment:  
 Appropriated funds to account for the Transfer for the refinancing of the 1999A Bonds approved by vote.

Approved:

\_\_\_\_\_  
 Mayor

Attest:

\_\_\_\_\_  
 City Clerk      Posted By \_\_\_\_\_ Date \_\_\_\_\_ BA# \_\_\_\_\_ PKT.# \_\_\_\_\_

**City of McAlester**  
**Budget Amendment - FY 2012-2013**  
**Grants & Contributions**  
**June 30, 2013**

Council Meeting 8/27/2013

**Estimated Revenue or Fund Balance**

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
32	40999		Appropriated Fund Balance	705,505	18,937	724,442
			Total		18,937	

**Appropriations**

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
32	5215203		Expense for Parks (Trees)	-	5,050	5,050
32	5215210		Utility Donation	-	117	117
32	5215212		SWAT Donation Expense	-	1,766	1,766
32	5215215		Non-Uniform Council Expense	-	2,004	2,004
32	5215306		Expense for July 4th Expense	-	10,000	10,000
			Total		18,937	

FUND INFORMATION	
Original Budget - Revenues ***	\$ 32,500
Amendments	-
<b>Current Budget - Revenues</b>	<b>\$ 32,500</b>
Original Budget - Expenditures	\$ 32,500
Amendments	18,937
<b>Current Budget - Expenditures</b>	<b>\$ 51,437</b>

\*\*\* Does not include appropriated fund balance.

Approved by the City Council this  
 June 30, 2013

Explanation of Budget Amendment:  
 Appropriate funds for various Gifts and Contributions expenditures.

Approved:

\_\_\_\_\_  
 Mayor

Attest:

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

Posted By \_\_\_\_\_ Date \_\_\_\_\_ BA# \_\_\_\_\_ Pkt.# \_\_\_\_\_

**City of McAlester  
Budget Amendment - FY 2012-2013  
Employee Retirement  
June 30, 2013**

Council Meeting 8/27/2013

**Estimated Revenue or Fund Balance**

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
11	40625		Reimbursement Sol. SmithBamey	705,505.00	218,699.00	924,204.00
Total					218,699.00	

**Appropriations**

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
11	5220102		Retirees	705,505.00	181,299.00	886,804.00
11	5220302		Consultants	38,020.00	37,400.00	75,420.00
Total					218,699	

FUND INFORMATION	
Original Budget - Revenues ***	\$ 1,578,505
Amendments	218,699
<b>Current Budget - Revenues</b>	<b>\$ 1,797,204</b>
Original Budget - Expenditures	\$ 743,625
Amendments	218,699
<b>Current Budget - Expenditures</b>	<b>\$ 962,324</b>

\*\*\* Does not include appropriated fund balance.

Approved by the City Council this  
June 30, 2013

Explanation of Budget Amendment:

Appropriate additional funds for Employee Retirement expenditures: Payment to Retirees and Consultants.

Approved:

\_\_\_\_\_  
Mayor

Attest:

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

Posted By \_\_\_\_\_ Date \_\_\_\_\_ BA# \_\_\_\_\_ Pkt.# \_\_\_\_\_





# McAlester City Council

## AGENDA REPORT

Meeting Date: August 27, 2013 Item Number: 5  
Department: Finance  
Prepared By: Toni Ervin Account Code: \_\_\_\_\_  
Date Prepared: August 19, 2013 Budgeted Amount: \_\_\_\_\_  
Exhibits: 7

### 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	8/20/2013
City Manager	P. Stasiak		8/20/2013

**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 through A-5, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2013.**

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

By \_\_\_\_\_  
**Steve Harrison, Mayor**

**ATTEST:**

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

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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



**City of McAlester**  
**Budget Amendment - FY 2013-2014**  
**MPWA**  
**August 27, 2013**

**Estimated Revenue or Fund Balance**

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
02	40999		Fund Balance	-	416,752	416,752
Total					416,752	

**Appropriations**

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
02	5871302	Engineering	Consultants	80,000	45,632	125,632
02	5974402	Water Treatment	Residual Handling	-	371,120	371,120
Total					416,752	

FUND INFORMATION	
Original Budget - Revenues ***	\$ 8,361,681
Amendments	-
<b>Current Budget - Revenues</b>	<b>\$ 8,361,681</b>
Original Budget - Expenditures	\$ 8,361,681
Amendments	416,752
<b>Current Budget - Expenditures</b>	<b>\$ 8,778,433</b>

\*\*\* Does not include appropriated fund balance.

Approved by the City Council this  
 August 27, 2013

Explanation of Budget Amendment:

Budget Supplement to lapse and reappropriate expenditures for the outstanding PO's related to Fiscal Year 12-13 Capital projects and Engineering fees on Capital Projects.

Approved:

\_\_\_\_\_  
 Mayor

Attest:

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

Posted By \_\_\_\_\_ Date \_\_\_\_\_ BA# \_\_\_\_\_ Pkt# \_\_\_\_\_







### FY 13-14 Budget Amendments listed by date

					<u>Revenue</u>	<u>Expense</u>
001	7/23/13	41	Capital Fund	Appropriate funds for 4 Police vehicles	-	140,000
002	8/27/13	41	Capital Fund	Budget Supplement to lapse and reappropriate Capital	-	217,954
003	8/27/13	02	MPWA	Budget Supplement to lapse and reappropriate Capital	-	416,752
004	8/27/13	30	Economic Development	Budget Supplement to lapse and reappropriate Capital	-	165,682
005	8/27/13	01	General Fund	Budget Supplement to lapse and reappropriate Capital	-	549,238
006	8/27/13	38	Dedicated Sales Tax	Appropriate funds for Sales Tax Revenue Note Series 2013	-	545,265
					-	2,034,891



# McAlester City Council

## AGENDA REPORT

Meeting Date: August 27, 2013 Item Number: 6  
Department: Legal  
Prepared By: William J. Ervin Account Code: \_\_\_\_\_  
Date Prepared: August 14, 2013 Budgeted Amount: \_\_\_\_\_  
Exhibits: \_\_\_\_\_

### Subject

Discussion to terminate/dissolve the McAlester Parking Authority. (*William J. Ervin, City Attorney*)

### Recommendation

Discussion regarding to terminate/dissolve McAlester Parking Authority

### Discussion

### Approved By

		<i>Initial</i>	<i>Date</i>
Department Head		WJE	08/14/13
City Manager	P. Stasiak	<i>PJS</i>	08/14/13



# McAlester City Council

## AGENDA REPORT

Meeting Date: August 27, 2013 Item Number: 7  
Department: CM  
Prepared By: Cora Middleton, City Clerk Account Code: \_\_\_\_\_  
Date Prepared: August 20, 2013 Budgeted Amount: \_\_\_\_\_  
Exhibits: 3

### Subject

Consider, and act upon, authorizing the Mayor to sign a Resolution declaring that the CenterPoint Energy Franchise passed.

### Recommendation

Motion to authorize the Mayor to sign a Resolution declaring that the CenterPoint Energy Franchise passed.

### Discussion

In an email from CenterPoint Energy, the City was informed that a Resolution declaring that the CenterPoint Energy Franchise had passed was one of the final steps in finalizing CenterPoint Energy's acceptance of the Franchise.

Included as attachments is:

- 1) copy of the email from CenterPoint Energy's Attorney.
- 2) copy of official certification of votes.
- 3) Resolution

### Approved By

		<i>Initial</i>	<i>Date</i>
Department Head		CM	08/20/13
City Manager	P. Stasiak		08/20/13

**Cora Middleton**

**From:** Curtis Long [CLONG@fellerssnider.com]  
**Sent:** Friday, August 16, 2013 4:35 PM  
**To:** Cora Middleton; Peter Stasiak; Joe Ervin  
**Cc:** roberta.taylor@centerpoint.com; 'Marple, Keith R.'  
**Subject:** Final steps for CenterPoint franchise  
**Attachments:** TULSA-#28778-v1-McAlester\_-\_Resolution\_of\_Special\_Election.doc

Peter, Cora and Joe,

Congratulations on the successful franchise election last Tuesday! CenterPoint looks forward to another 25 years of service in McAlester.

We'd like to coordinate with you and the last details leading to CenterPoint's final acceptance of the franchise. As required by Section 10, CenterPoint is required to "file with the City Clerk of said City of McAlester, within ten (10) days after the official canvass of the votes and declaration by the City Council of the results thereof, a written acceptance."

Attached for your review is a proposed draft of a resolution declaring that the franchise passed. Once this or something similar is adopted by the city council, please let me know and we will get the written acceptance on file promptly. Note that the effective date of the franchise is tied to this process.

Curtis M. Long  
Shareholder\Director  
[CLong@FellersSnider.com](mailto:CLong@FellersSnider.com)



**FELLERS SNIDER**  
ATTORNEYS AND COUNSELLORS AT LAW  
FELLERS SNIDER BLANKENSHIP BALLEW & TIFFENS, P.C.

321 S. Boston Avenue, STE. 800, Tulsa, OK 74103

Phone: 918-599-0621  
Fax: 918-583-9659  
[www.FellersSnider.com](http://www.FellersSnider.com)

This message may be protected by the attorney-client privilege and other privileges or protections. If you believe that it has been sent to you in error, do not read it. Please reply to the sender that you have received the message in error. Then delete it. Thank you.

\*\*\*OFFICIAL CERTIFICATE OF VOTES\*\*\*  
PITTSBURG COUNTY, OKLAHOMA  
AUGUST 13, 2013

CITY OF MCALESTER  
PROPOSITION CITY OF MCALESTER

Precinct	FOR THE PROPOSITION - YES	AGAINST THE PROPOSITION - NO
PITTSBURG COUNTY PCT 610001	0	0
PITTSBURG COUNTY PCT 610003	10	1
PITTSBURG COUNTY PCT 610004	15	5
PITTSBURG COUNTY PCT 610005	9	1
PITTSBURG COUNTY PCT 610006	11	0
PITTSBURG COUNTY PCT 610007	12	0
PITTSBURG COUNTY PCT 610008	4	0
PITTSBURG COUNTY PCT 610011	26	5
PITTSBURG COUNTY PCT 610014	7	2
PITTSBURG COUNTY PCT 610015	0	1
PITTSBURG COUNTY PCT 610032	12	1
PITTSBURG COUNTY PCT 610036	0	0
PITTSBURG COUNTY PCT 610040	0	0
PITTSBURG COUNTY PCT 610041	0	0
PITTSBURG COUNTY PCT 610042	0	0
PITTSBURG COUNTY PCT 610046	0	0
<b>Total:</b>	<b>106</b>	<b>16</b>

WE, THE DULY APPOINTED MEMBERS OF THE PITTSBURG COUNTY ELECTION BOARD, STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING IS A TRUE AND CORRECT NUMBER OF VOTES CAST IN THE ELECTION HELD ON 8/13/2013. RESULTS OF SAID ELECTION ARE SHOWN ABOVE. DATED AT MCALESTER, OKLAHOMA, THIS 16th DAY OF AUGUST, 2013.

  
 \_\_\_\_\_  
 CHAIRMAN

  
 \_\_\_\_\_  
 VICE-CHAIRMAN

  
 \_\_\_\_\_  
 SECRETARY

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

A RESOLUTION CANVASSING RETURNS OF THE SPECIAL ELECTION HELD IN THE CITY OF MCALESTER, OKLAHOMA, ON AUGUST 13, 2013, ON ORDINANCE NO. 2458, GRANTING TO CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY OKLAHOMA GAS A FRANCHISE FOR A PERIOD OF TWENTY-FIVE YEARS, AND DECLARING THE APPROVAL OF THE FRANCHISE.

WHEREAS, the County Election Board of Pittsburgh County, Oklahoma, has certified the results of the Special Election held in the City of McAlester, Oklahoma, on August 13, 2013, on the proposition granting to CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Oklahoma Gas a franchise for a period of twenty-five years; and

WHEREAS, the Mayor and the City Council of the City of McAlester, Oklahoma have canvassed the returns and find that at said Special Election so held, a total of 106 votes were cast for the proposition, and 16 votes were cast against the proposition.

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

SECTION 1. That a canvass of the election returns of the Special Election held in the City of McAlester on August 13, 2013, on the approval of Ordinance No 2458, granting to CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Oklahoma Gas a franchise for the term of twenty-five years, shows that a total of 106 votes cast in favor of the granting of said franchise, and 16 votes cast against the proposition, resulting in a majority of votes cast at said election in favor of the granting of a franchise. The proposition is declared to have been passed.

ADOPTED and approved this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

(SEAL)



# McAlester City Council

## AGENDA REPORT

**Meeting Date:** August 27, 2013      **Item Number:** 8  
**Department:** Public Works/Water Treatment  
**Prepared By:** John C. Modzelewski, P.E.,CFM      **Account Code:** \_\_\_\_\_  
**Date Prepared:** August 20, 2013      **Budgeted Amount:** \_\_\_\_\_  
**Exhibits:** 3

### Subject

Consider, and act upon, approval of Change Order No. 1, for an extension of twenty-one days to the existing contract with Northern Equipment Company for Water Treatment Plant Residuals Handling Improvements.

### Recommendation

Motion to approve Change Order No. 1 for the extension of time to the construction contract with Northern Equipment Company for Water Treatment Plant Residuals Handling Improvements.

### Discussion

This request for an extension of time includes twenty "rain" days from March 30, 2013 through July 15, 2013. The contractor's written request for this extension explains the documentation used to justify this request. There is no increase in the Contract Price. It is recommended by the City's Consulting Engineer, Mehlburger Brawley, that the Council approves Change Order No. 1 with Northern Equipment Company to extend the contract by twenty days. This will change the Substantial Completion date to September 20, 2013.

### Approved By

	<i>Initial</i>	<i>Date</i>
<b>Department Head</b>	JCM	08/20/13
<b>City Manager</b>	P. Stasiak 	08/20/13

**CHANGE ORDER  
No. One (1)**

Date of Issuance: 7/25/2013

Effective Date: 8/13/2013

Project: WTP Residual Handling Improvements	Owner: McAlester Public Works Authority	Owners Contract No.: MC-11-02
Contract: Water Treatment Plant Residual Handling Improvements		Date of Contract: February 20, 2013
Contractor: Northern Equipment Company		

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description:

**Add days to contract for documented weather days.**

Attachments: (documents supporting change):

1. Letter from Contractor dated 07-24-2013

<b>Change in Contract Price:</b>	<b>Change in Contract Times:</b>
Original Contract Price: \$ <u>871,807.00</u>	Original Contract Time: Calendar Days Substantial Completion: <u>180 days</u> March 4, 2013
Increase from previously approved Change Orders No. ____ to No. ____. \$ <u>-</u>	Increase from previously approved Change Orders No. ____ to No. ____. Substantial Completion: <u>0 days</u>
Contract Price prior to this Change Order: \$ <u>871,807.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>180 days</u> August 31, 2013
Decrease of this Change Order: \$ <u>-</u>	<del>Decrease</del> <sup>Increase</sup> of this Change Order: Substantial Completion: <u>20 days</u>
Contract Price incorporating this Change Order: \$ <u>871,807.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>200 days</u> September 20, 2013

Recommended:

Accepted:

Accepted:

by:   
Mehlbretz, Drawings, Project Manager  
Date: 7/25/2013

by: \_\_\_\_\_  
Owner (Authorized Signature) / Title  
Date: \_\_\_\_\_

by:   
Contractor (Authorized Signature) / Title  
Date: 7/27/2013

**Northern Equipment Co., Inc.**

62851 East 316 Road

Grove, OK 74344

918 787-4222 Fax 918 787-7854

July 24, 2013

Mr. Robert Vaughan  
Mehlburger Brawley  
719 South George Nigh Expressway  
McAlester, OK 74501

Re: McAlester WTP Residuals Handling Improvements

Subject: Rain Delays

Dear Robert:

Northern Equipment Co. has experienced delays as a result of rainfall. We have gone to Weather Source to obtain a documented report and in using this report we have used the lower level of 0.15 as the cut-off for recording rain delays. A copy of that report has been included for your use and review.

We respectfully request a 20 day time extension to our contract as a result of rain delays.

Respectfully submitted,



Lowell W. Crowl  
President

# Official Weather: 74501

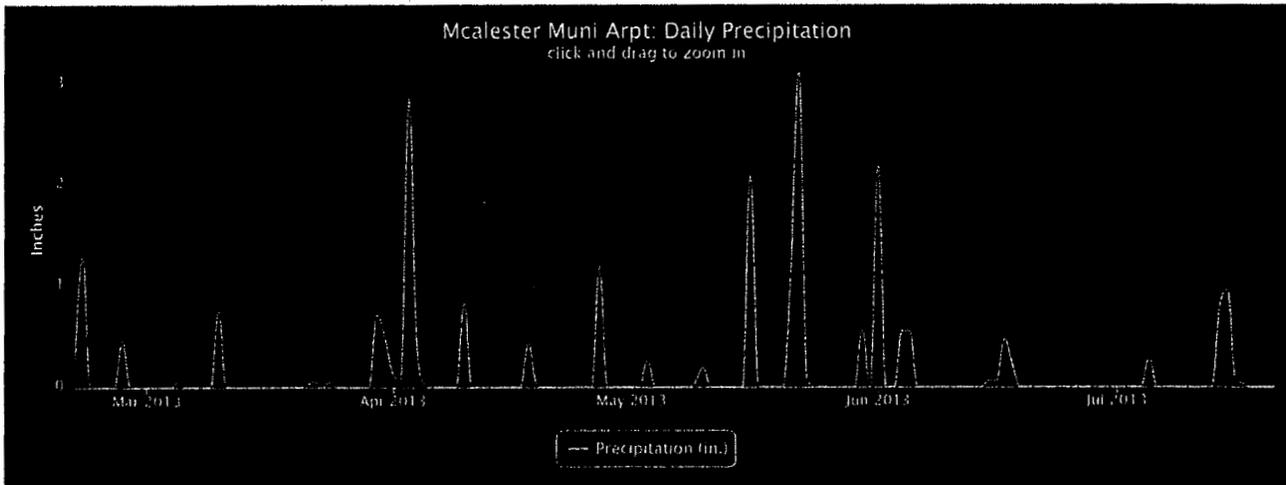
[view the tutorial video](#)

## Data Sources

This weather data comes from the United States Government's National Oceanic and Atmospheric Administration (NOAA), specifically, the National Climatic Data Center (NCDC) and the National Weather Service (NWS). Data compiled from these government sources is widely regarded as reliable and authoritative and used in our industry as standard and acceptable to rely on. The data is quality controlled by both NCDC and Weather Source.

## Weather Station Information

Station Name:	McAlester Muni Arpt	Weather Source ID:	40023
City:	McAlester, OK 74502	ICAO ID:	KMLC
Latitude:	34.8822°	NWS ID:	MLC
Longitude:	-95.7831°	COOP ID:	345664
Elevation:	776 ft.		



day	Precip.	Precip. Flag
2/20/2013	0.11	
2/21/2013	1.30	
2/22/2013	0.00	
2/23/2013	0.00	
2/24/2013	0.00	
2/25/2013	0.00	
2/26/2013	0.46	
2/27/2013	0.00	
2/28/2013	0.00	

day	Precip.	Precip. Flag
3/1/2013	0.00	
3/2/2013	0.00	
3/3/2013	0.00	
3/4/2013	0.00	
3/5/2013	0.06	
3/6/2013	0.00	
3/7/2013	0.00	
3/8/2013	0.00	
3/9/2013	0.00	trace
3/10/2013	0.75	
3/11/2013	0.01	
3/12/2013	0.00	
3/13/2013	0.00	
3/14/2013	0.00	
3/15/2013	0.00	
3/16/2013	0.00	
3/17/2013	0.00	
3/18/2013	0.01	
3/19/2013	0.00	
3/20/2013	0.00	
3/21/2013	0.01	
3/22/2013	0.06	
3/23/2013	0.00	trace
3/24/2013	0.05	
3/25/2013	0.00	
3/26/2013	0.00	
3/27/2013	0.00	
3/28/2013	0.00	
3/29/2013	0.00	trace
3/30/2013	0.71	
3/31/2013	0.50	
4/1/2013	0.15	
4/2/2013	0.07	
4/3/2013	2.86	
4/4/2013	0.47	
4/5/2013	0.04	
4/6/2013	0.00	
4/7/2013	0.00	
4/8/2013	0.00	
4/9/2013	0.00	
4/10/2013	0.83	
4/11/2013	0.00	
4/12/2013	0.00	
4/13/2013	0.01	
4/14/2013	0.01	
4/15/2013	0.00	
4/16/2013	0.00	
4/17/2013	0.00	
4/18/2013	0.43	
4/19/2013	0.04	
4/20/2013	0.00	
4/21/2013	0.00	
4/22/2013	0.00	
4/23/2013	0.00	
4/24/2013	0.01	
4/25/2013	0.00	
4/26/2013	0.00	

day	Precip.	Precip. Flag
4/27/2013	1.18	
4/28/2013	0.00	
4/29/2013	0.00	
4/30/2013	0.00	
5/1/2013	0.00	
5/2/2013	0.00	
5/3/2013	0.26	
5/4/2013	0.00	
5/5/2013	0.00	
5/6/2013	0.00	
5/7/2013	0.00	
5/8/2013	0.00	
5/9/2013	0.04	
5/10/2013	0.19	
5/11/2013	0.00	
5/12/2013	0.00	
5/13/2013	0.00	
5/14/2013	0.00	
5/15/2013	0.00	
5/16/2013	2.08	
5/17/2013	0.02	
5/18/2013	0.00	
5/19/2013	0.00	
5/20/2013	0.00	
5/21/2013	1.12	
5/22/2013	3.12	
5/23/2013	0.08	
5/24/2013	0.00	
5/25/2013	0.00	
5/26/2013	0.00	
5/27/2013	0.00	
5/28/2013	0.00	
5/29/2013	0.00	
5/30/2013	0.57	
5/31/2013	0.00	
6/1/2013	2.18	
6/2/2013	0.00	
6/3/2013	0.00	
6/4/2013	0.55	
6/5/2013	0.55	
6/6/2013	0.00	
6/7/2013	0.00	
6/8/2013	0.00	
6/9/2013	0.00	trace
6/10/2013	0.00	
6/11/2013	0.00	
6/12/2013	0.00	
6/13/2013	0.00	
6/14/2013	0.00	
6/15/2013	0.06	
6/16/2013	0.06	
6/17/2013	0.48	
6/18/2013	0.22	
6/19/2013	0.00	
6/20/2013	0.00	
6/21/2013	0.00	
6/22/2013	0.00	

day	Precip.	Precip. Flag
6/23/2013	0.00	
6/24/2013	0.00	
6/25/2013	0.00	
6/26/2013	0.00	
6/27/2013	0.00	
6/28/2013	0.00	
6/29/2013	0.00	
6/30/2013	0.00	
7/1/2013	0.00	
7/2/2013	0.00	
7/3/2013	0.00	
7/4/2013	0.00	
7/5/2013	0.29	
7/6/2013	0.00	
7/7/2013	0.00	
7/8/2013	0.00	
7/9/2013	0.00	
7/10/2013	0.00	
7/11/2013	0.00	trace
7/12/2013	0.00	
7/13/2013	0.00	
7/14/2013	0.80	
7/15/2013	0.95	
7/16/2013	0.08	
7/17/2013	0.03	
7/18/2013	0.00	
7/19/2013	0.00	
7/20/2013	0.00	
7/21/2013	0.00	

### Table Legend

Precip.                      Total precipitation in inches <sup>1</sup>  
Precip. Flag                Flag to indicate trace precipitation <sup>2</sup>

### Footnotes

- <sup>1</sup> If precipitation includes snowfall or other frozen/winter precipitation types, the melted liquid equivalent is reported.
- <sup>2</sup> prcpFlag will sometimes contain the "trace" flag for trace amounts of precipitation. Trace means a very small amount fell, but was not enough to measure. Examples include, a sprinkle, snow flurry or mist.



# McAlester City Council

## AGENDA REPORT

Meeting Date: August 23, 2013 Item Number: 9  
Department: Public Works / Airport  
Prepared By: John C. Modzelewski, P.E., CFM Account Code: \_\_\_\_\_  
Date Prepared: August 20, 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

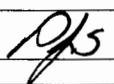
Motion to approve authorizing the Mayor to sign Lease Agreement No. DTFACN-13-L-00151.

### Discussion

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

On August 22, 2013, the Airport Manager and the Public Works Director met with a representative of the FAA to discuss the option of moving the FAA communications system to a building near the current FAA building. It was determined that it would be feasible to move the communications system but it would take some time. This proposed lease would allow the FAA to schedule the necessary move of the communications system. If the lease is not renewed, on August 27, 2013, the FAA will terminate the communications system at the McAlester Regional Airport on September 3, 2013.

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	JCM	08/20/13
City Manager	P. Stasiak 	08/20/13

**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**

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 I02 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

OMB Control No. 2120-0595

Pg. 1

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

#### **2.6.2 Antenna and Rack Space Template**

Revised April 2010

OMB Control No. 2120-0595

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)

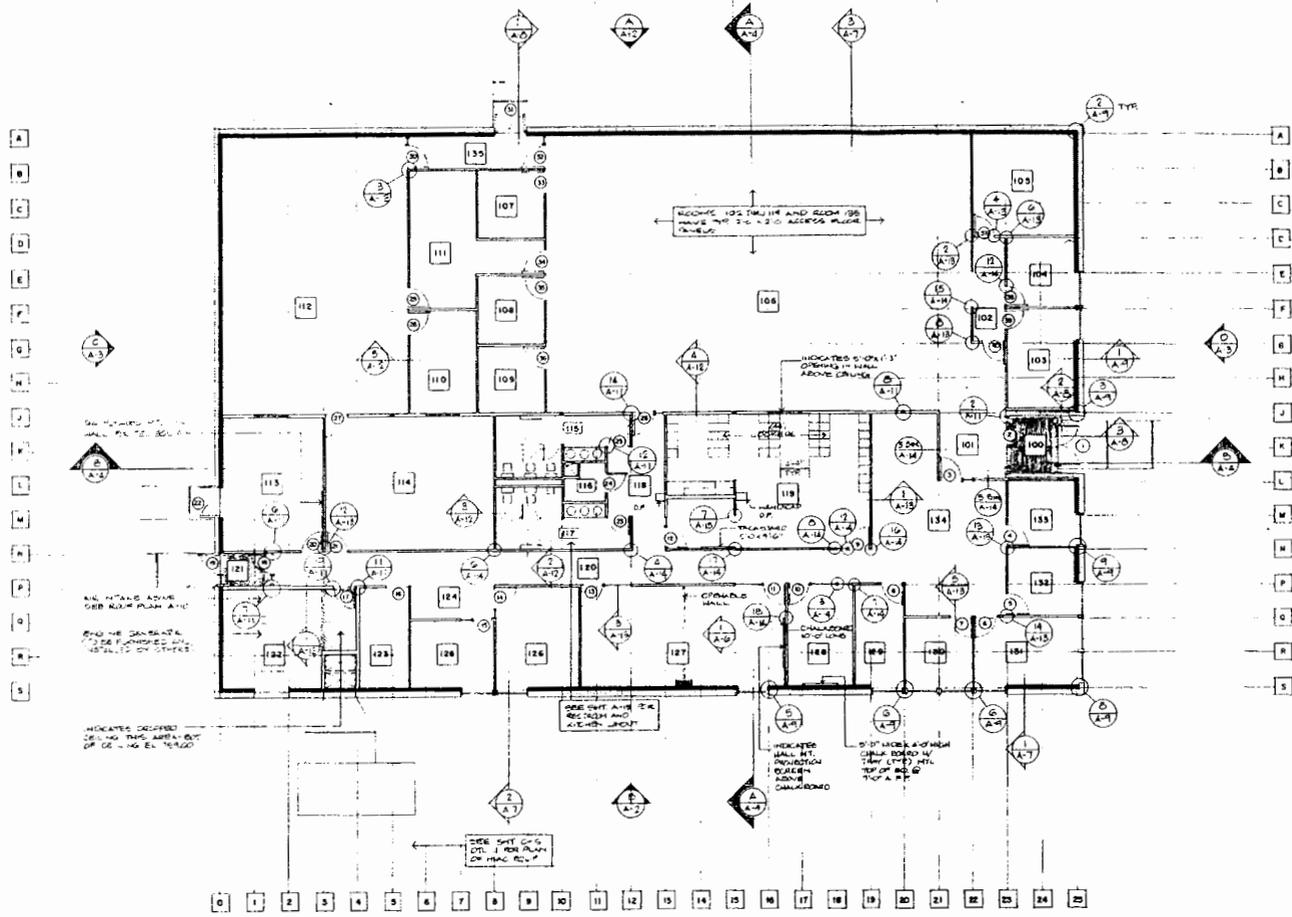
## 2.6.2 Antenna and Rack Space Template

Revised April 2010

OMB Control No. 2120-0595



0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25



0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25

**FLOOR PLAN**

- NOTES:
1. WALLS NOT DIMENSIONED ARE CENTERED ON MONORAIL GRID LINES OR HALF-MONORAIL GRID LINES, UNLESS OTHERWISE NOTED.
  2. FIN. SLAB ELEV. 75'-0" UNLESS NOTED OTHERWISE.
  3. FIN. ACCESS FLOOR RL. 75'-00" WIDTH. SLAB BELOW ELEV. 74'-00" RMS. 100, 102, 104, 106, 108, 107, 109, 109A, 110, 111, 112, 113, 114, 115, UNLESS OTHERWISE NOTED.
  4. WALLS TO BKN. OF MET. DECK AS FOLLOWS:
    - (A) RM. 100-WEST, NORTH & EAST WALL.
    - (B) RM. 115-NORTH, SOUTH & WEST WALL. NOTE RETURN AIR OPENINGS.
    - (C) RM. 117-NORTH, SOUTH, & EAST WALL. NOTE RETURN AIR OPENING.
    - (D) RM. 121-EAST & SOUTH WALL.
    - (E) RM. 122-NORTH-WEST WALL.
    - (F) WALL ON GRID "7". NOTE RETURN AIR OPENINGS ABOVE CEILING ON 110-111, 110-114, 106-110.
    - (G) RM. 116-SOUTH WALL.
    - (H) RM. 112-SOUTH WALL.
    - (I) RM. 101-NORTH & WEST WALL.
  5. SOUND TRANSMISSION REDUCTION-PENETRATION THROUGH THE FOLLOWING WALLS SHALL BE MINIMUM ADD MADE AS FOLLOWS:
    - A. RM. 135 - NORTH WALL FROM ACCESS FLOOR TO METAL DECK.
    - B. RM. 111 - NORTH WALL FROM ACCESS FLOOR TO METAL DECK.
    - C. RM. 110 - NORTH WALL FROM ACCESS FLOOR TO METAL DECK.
    - D. RM. 122 - EAST AND SOUTH WALL FLOOR TO METAL DECK.

REV. NO.	DATE	DESCRIPTION	PREP. BY	CHKD. BY
<b>POE &amp; ASSOCIATES &amp; DUDLEY &amp; ASSOCIATES</b>				
<b>CITY OF MCALESTER, OKLAHOMA</b>				
<b>AUTOMATED FLIGHT SERVICE STATION BUILDING (10,000 SQ. FT.)</b>				
<b>FLOOR PLAN</b>				
SUBMITTED	APPROVED			
<i>Richard D. Dudley</i>	<i>[Signature]</i>			
ISSUED BY	ISSUED BY	DATE	ISSUED BY	DATE
<i>[Signature]</i>	<i>[Signature]</i>	1-15-84	<i>[Signature]</i>	1-15-84
AIRWAY FACILITIES DIVISION		MISC. # 558 - A-1		

CONFORMS TO CONSTRUCTION RECORDS BY *RED* DATE *12/9/84*





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

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/Teleo 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](mailto:jason.fitzgerald@faa.gov) or by phone at 817-222-4361.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jason W. Fitzgerald". The signature is written in black ink and is positioned above the printed name and title.

Jason W. Fitzgerald  
Real Estate Contracting Officer

2 Enclosures



# McAlester City Council

## AGENDA REPORT

Meeting Date: August 27, 2013 Item Number: 10  
Department: Public Works-Engineering  
Prepared By: John C. Modzelewski, P.E., CFM Account Code: \_\_\_\_\_  
Date Prepared: August 20, 2013 Budgeted Amount: \$31,850  
Exhibits: 4

### Subject

Consider, and act upon, an Agreement for Engineering Services with Tetra Tech for the preparation of an engineering report to meet the requirements of a Consent Order issued by the Oklahoma Department of Environmental Quality for the lump sum fee of \$31,850.

### Recommendation

Motion to approve authorizing the Mayor to sign an Agreement for Engineering Services with Tetra Tech for the preparation of an engineering report to meet the requirements of a Consent Order issued by the Oklahoma Department of Environmental Quality for the lump sum fee of \$31,850.

### Discussion

The Oklahoma Department of Environmental Quality issued Consent Order, Case No. 07-233, to the McAlester Public Works Authority on September 11, 2007. Paragraph 18 of this Consent included four Tasks that had to be completed by the City of McAlester. Three of the four Tasks have been completed. Task D remains unresolved and this agreement will allow Tetra Tech to provide engineering services for the preparation of the Engineering Report required by the Consent Order. At the request of the City of McAlester, the original compliance date of January 1, 2010 has been extended to January 1, 2014.

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	JCM	08/20/13
City Manager	P. Stasiak 	08/20/13

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (herein “**Agreement**”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between the CITY OF McALESTER, OKLAHOMA, an Oklahoma municipal corporation, (herein the “**CITY**”) and Tetra Tech an Oklahoma **corporation**, (herein the “**CONSULTANT**”).

### W I T N E S S E T H:

WHEREAS, the CITY desires to retain a professional to render services in connection with a Disinfection By-Products Study at the Water Treatment Plant (herein the “**Project**”) prepared, and

WHEREAS, the services of a competent professional engineering consultant will be required for the preparation of an Engineering Report for the Project, and

WHEREAS, such services are of a distinct and non-competitive nature, and

WHEREAS, the CONSULTANT has the requisite experience, abilities and resources to perform the foregoing, and

WHEREAS, the CONSULTANT has submitted a “Scope of Services” for the aforesaid work dated August 8 2013 in the form attached hereto and made a part hereof as **Exhibit A** (herein the “**Scope of Services**”), and

WHEREAS, the CONSULTANT desires to enter into this Agreement as an independent contractor and is ready, willing and able to provide the services in accordance with the terms of and subject to the conditions in this Agreement.

NOW, THEREFORE, for good and valuable consideration, received or to be received, the sufficiency of which the parties acknowledge, the parties agree as follows:

#### **1.00 SCOPE OF AGREEMENT**

1.01. Services. The CONSULTANT shall perform those services enumerated in the Proposal. The CITY shall pay the CONSULTANT in accordance with the terms of the Proposal. If so specified in the Proposal, the CITY shall also perform services and provide materials in accordance with the terms of the Proposal.

1.02. Standard of Care. CONSULTANT shall perform the Services undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity, and with the applicable laws and regulations published and in effect at the time of performance of the Services.

#### **2.00 ADDITIONAL SERVICES**

In the event the CITY, in writing, requests that the CONSULTANT perform additional services not covered by the Proposal, the CONSULTANT shall perform such additional services after the CITY and the CONSULTANT enter into an equitable agreement regarding the additional services, such agreement to be subject to the approval of the CITY.

### **3.00 NOTICE TO PROCEED**

The CONSULTANT shall commence the professional services called for under this Agreement upon the written notice to proceed issued by the CITY.

### **4.00 CONSULTANT'S PERSONNEL**

The CONSULTANT certifies that it presently employs, and shall continue to employ throughout the term of this Agreement, adequate qualified personnel for the performance of the services contemplated under this Agreement.

### **5.00 CONFLICT OF INTEREST**

The CONSULTANT declares that neither the Mayor, nor any Councilmen, nor any other CITY official holds a direct or indirect interest in this Agreement. The CONSULTANT pledges that it will notify the CITY in writing should any CITY official become either directly or indirectly interested in this Agreement. The CONSULTANT declares that as of the date of this declaration that it has not given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the CITY, or to pay anyone else for the benefit of any official or employee of the CITY any sum of money or other thing of value for aid or assistance in obtaining this Agreement. The CONSULTANT further pledges that neither it nor any of its owners, officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the CITY or anyone else for the benefit thereof any sum of money or other thing of value for aid or assistance in obtaining any change order to this Agreement.

### **6.00 DISPUTES**

Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the CITY and the CONSULTANT shall be referred to the City Engineer, or his duly authorized representative, whose decision regarding such disputed question of fact shall be final and binding.

### **7.00 ESTIMATES**

The parties to this Agreement hereby acknowledge that the CONSULTANT has no control over: the cost of labor, materials and equipment; the methods of determining prices; or competitive bidding and market conditions except with regard to the CONSULTANT'S services. Therefore, the CONSULTANT hereby warrants that the estimates of cost for the Project contained in the Proposal are made on the basis of the CONSULTANT'S experience and qualifications and represent the CONSULTANT'S best judgment as a design professional familiar with the construction industry.

## **8.00 CONSULTANT'S ASSISTANCE WITH BIDDING**

In the event that the lowest bid received by the CITY is greater than the CITY'S budget for the Project, the CONSULTANT agrees to work with the CITY, without additional compensation to the CONSULTANT, (i) to consider all alternatives available to reduce the anticipated cost of the Project and (ii) to prepare any new bid documents for the Project.

## **9.00 COMPLIANCE WITH LAWS**

The CONSULTANT agrees to observe and to comply at all times with all applicable Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and to comply with all instructions and orders issued by the CITY regarding this Project.

## **10.00 TERMINATION**

Upon thirty (30) days written notice, with or without cause, the CITY may terminate this Agreement. Following such termination, the CITY and the CONSULTANT shall agree upon an estimate of the percentage of completion of the CONSULTANT'S services rendered hereunder as of the date such notice is given. The CITY shall pay the CONSULTANT a pro rata fee based upon the agreed estimated percentage of completion of the CONSULTANT'S services rendered hereunder.

## **11.00 OWNERSHIP OF DOCUMENTS**

All documents, including, but not limited to, plans, drawings, specifications, intellectual property, and data or programs stored electronically, prepared by CONSULTANT in connection with the provision of professional services under this Agreement shall be delivered to and become the sole and exclusive property of the CITY and may be used by the CITY and the CITY shall not be restricted in any way whatever in its use of such material.

## **12.00 CONFERENCES AND VISITS TO SITE**

The CONSULTANT agrees to attend all conferences related to the Project to be held at the request of the CITY. The CONSULTANT agrees further to visit the site of the work at any time when requested to do so by the CITY.

## **13.00 CONSULTANT'S ENDORSEMENT**

The CONSULTANT'S seal and endorsement shall be placed on all required reports, final plans, specifications, estimates, shop drawings and other data furnished to the CITY by the CONSULTANT.

## **14.00 CONTROL**

All work by the CONSULTANT is to be done in a manner consistent with professional standards satisfactory to the CITY and in accordance with the established customs, practices, standards and procedures of the CITY except as such might not be consistent with established professional standards. The decision of the CITY is to control in all questions regarding location, type of design, dimension of design and similar questions. Throughout the Project, the CONSULTANT shall request and the CITY shall provide conferences to assure that the CONSULTANT'S work is being done in a satisfactory manner and that all designs are in accordance with the desires of the CITY.

#### **15.00 REVISIONS OF PLANS**

It is understood that minor revisions in final plans, including change orders, will be made by the CONSULTANT without additional compensation as the work progresses. However, in the event that the CITY requests major changes during the progress of the work or after completion of the work which will require revisions of work otherwise satisfactorily accomplished, the CONSULTANT will make the necessary revisions as required by the CITY and shall be paid additional compensation as outlined in the Paragraph 2.00 herein, provided that such changes are not required due to any error or omission by the CONSULTANT.

#### **16.00 DELAYS AND EXTENSIONS**

16.01. Discretionary Extensions of Time. The CITY may grant, within the CITY'S sole discretion, an extension of time to the CONSULTANT for delays beyond the CONSULTANT'S control, or for delays caused by tardy approvals of work in progress by those official agencies charged with inspecting such work. No additional compensation shall be allowed for such delays.

16.02. Consent to Extension of Time. It is understood that time is of the essence in the performance and completion of the CONSULTANT'S work. It is agreed that no extension of time will be valid without the CITY'S prior written consent, and no such consent is assumed.

16.03. Cooperation with the CITY. The CONSULTANT understands that the completion of the overall Project is dependent upon the CONSULTANT'S performance in an expeditious manner conforming to the time schedule contained in this Agreement. The CONSULTANT shall cooperate with the CITY in scheduling and performing the CONSULTANT'S work to avoid conflict or interference with the work of others and shall perform its work efficiently, expeditiously, and in a manner that will not cause delay in the progress of the Project.

16.04. Withholding of Payments. Without limiting the CITY'S rights or remedies for the CONSULTANT'S default or delay, the CITY may withhold payment or decline to make payment to the CONSULTANT of all or any portion of the CONSULTANT'S fee or reimbursable expense whenever, in the CITY'S absolute discretion, the CONSULTANT'S work is defective or inadequate, or reasonable evidence exists that the CONSULTANT'S work will not be completed within the foregoing time schedule, or the CONSULTANT has otherwise failed or refused to comply with its obligations to the CITY.

## **17.00 REIMBURSEMENT FOR EXPENSES**

The CONSULTANT shall not be reimbursed for any expenses, unless such expenses either are authorized in accordance with the Proposal or are authorized in writing by the CITY before the CONSULTANT incurs any such expenses.

## **18.00 CLAIMS, LIABILITY AND INDEMNITY**

18.01. Claims. The CONSULTANT shall assume all risk in connection with the performance of this Agreement, and shall be liable for any damages to persons or property resulting from negligence of the CONSULTANT, its agents, servants, and employees in connection with the prosecution and completion of the work covered by this Agreement.

18.02. Indemnity. The CONSULTANT agrees that it will indemnify and hold the CITY and its employees harmless from all claims of any type and for any damages, losses, liability, expenses and costs including attorney's fees and court costs which may be incurred by the CITY arising from the acts, errors, or omissions of the CONSULTANT, its agents, servants and employees in the performance of this Agreement.

18.03 Insurance. During the performance of the Services under this Agreement, CONSULTANT shall maintain the following insurance:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
- (2) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each accident.
- (3) Workers' Compensation Insurance and Employer's liability Insurance in accordance with statutory requirements.
- (4) Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.
- (5) Errors and Omissions Insurance with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate

CONSULTANT shall furnish CITY certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to CITY.

## **19.00 EQUAL EMPLOYMENT OPPORTUNITY**

19.01. Non-discrimination. In carrying out its professional services under this Agreement, the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex. The CONSULTANT shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, national origin or sex. Such action shall include, but not be limited to, the following: employing; upgrading; demoting; or transferring; recruiting or paying recruitment compensation; and selecting for training, including apprenticeships.

19.02. Posting and Advertising. The CONSULTANT agrees to post in conspicuous spaces available to employees and applicants for employment, a notice to be provided by the CITY, setting forth the provisions of this non-discrimination clause. The CONSULTANT shall, in all solicitations for advertisements for employees placed by, or on behalf of, the CONSULTANT, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, national origin or sex. The CONSULTANT shall incorporate the foregoing requirements of this Paragraph 19.02 in all subcontracts, if any, for services covered by this Agreement.

## **20.00 TRANSFER, ASSIGNMENT OR SUBLETTING**

This Agreement shall not be transferred or assigned or sublet without prior written consent of the CITY.

## **21.00 MISCELLANEOUS PROVISIONS**

21.01. Waiver. A waiver by either CITY or CONSULTANT of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

21.02. Severability. If a court of competent jurisdiction finds a term, condition, or provision of this Contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Contract. All other terms, conditions, and provisions of this Contract shall remain in full force and effect.

21.03. Governing Law. This Agreement shall be governed by the laws of the State of Oklahoma.

21.04. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CITY and CONSULTANT.

21.05. Survival. Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of Articles 1.00, 6.00, 11.00, 18.00 and 21.00 shall survive.

21.06. Entire Agreement. This Agreement represents the entire and integrated Agreement between CITY and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

**[Signatures to Follow on Next Page]**

WITNESS THE DUE EXECUTION HEREOF.

**THE CITY OF McALESTER**

[ \_\_\_\_\_ ]

By: \_\_\_\_\_  
Steve Harrison, Mayor

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

Its: \_\_\_\_\_  
CONSULTANT'S Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_

CONSULTANT'S Telephone Number:

( \_\_\_\_\_ ) \_\_\_\_\_

CONSULTANT'S Facsimile Number:

( \_\_\_\_\_ ) \_\_\_\_\_

ATTEST:

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

City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**EXHIBIT A**

## PROPOSAL

### ENGINEERING SERVICES

### DISINFECTION BYPRODUCTS STUDY – WATER TREATMENT PLANT

City of McAlester

McAlester, Oklahoma

Owner: City of McAlester

Engineer: Tetra Tech, Inc.

Date: August 8, 2013

## I. SCOPE OF THE PROJECT

The City of McAlester (Owner) produces potable water at their water treatment plant (WTP) located north of the city near Lake Talawanda No. 2. The WTP gets its raw water from Lake McAlester which is located north of the WTP. The WTP includes three, up-flow clarifiers, a chemical feed building, five dual-media filters, a 2 MG concrete, divided clearwell, and a high service pump station, which transports the finished water to the distribution system. The primary coagulant used is alum. Caustic soda is added to increase the alkalinity to support the coagulation, and a polymer is used to supplement the alum in the coagulation process. Primary disinfection is accomplished in the clearwells using free chlorine provided by gaseous chlorine. A free-chlorine residual is maintained in the distribution system for secondary disinfection. Facilities to dewater clarifier solids (using filter boxes) are under construction. Filter backwash is discharged to lagoons on the plant site. Decant from the lagoon is not recycled through the WTP.

The potable water produced by the WTP fails to meet the quality requirements relative to disinfection byproducts (DPBs). Test results on TTHMs have exceeded the 80 ppb standard, but HAA5's are not out of compliance. The Oklahoma Department of Environmental Quality has issued a consent order (CO) that requires the TTHM problem to be addressed. The preparation of an engineering report is the first task of the CO. The report is due for submission by January 1, 2014.

## II. SCOPE OF SERVICES

- A. Task 1 - Project Management and QA/QC.** Engineer shall provide administrative oversight of the project. Engineer will also develop a plan of study for the project and conduct QA/QC reviews of the final report.
- B. Task 2 - Kickoff Meeting.** The project shall be initiated with a kickoff meeting between Owner's staff and the Engineer. The following shall be addressed at the meeting:
1. Review and confirm the project objectives and scope of services;
  2. Review the plan of study and schedule;
  3. Discuss potential solutions to the DBP problem; and
  4. Summarize the Owner's responsibilities during the study.

- C. Task 3 - Data Gathering.** The Engineer shall:
1. Obtain copies of all pertinent test results on the raw water used by and finished water produced by the WTP over the past one to three years.
  2. Gather available information on the treatment plant units at the WTP.
  3. Obtain water demand information over the past one to three years. Owner will provide all operational data requested in a spreadsheet format.
  4. Gather available information on the water distribution system including the layout of the system and line and storage tank sizes.
- D. Task 4 – Analysis.** The Engineer shall:
1. Quantify the water demand of the system and develop current average flows and maximum day flows.
  2. Review past WTP engineering reports, existing test data and characterize the DPB formation both in the WTP and in the distribution system based on that data
  3. Recommend additional jar or laboratory testing as appropriate for use in the analysis. Cost the sampling and laboratory testing shall be the responsibility of the Owner. Cost of any jar testing and associated laboratory testing will be the responsibility of the Owner.
  4. Estimate the aging characteristics of the system under average conditions. The estimate will be accomplished without the benefit of a distribution system model.
  5. Develop a schematic and layout of the existing treatment system.
- E. Task 5 – Develop Alternatives.** The Engineer shall:
1. Identify and screen alternatives to address the DBP issues and select the viable alternatives. The alternatives to consider shall be limited to the following (additional alternatives can be considered but as additional services):
    - Distribution system enhancements such as tank aeration/mixing, line looping, etc.
    - Use of granulated activated carbon;
    - Use of alternative primary disinfection agents such as chlorine dioxide or ozone; and
    - Use of a combined chlorine residual (feeding ammonia).
  2. Meet with Owner’s staff over the alternatives and testing results and finalize the list of viable alternatives (alternatives to be analyzed).
  3. Develop the concept of each viable alternative and size the components. Each alternative shall include a process schematic and layout of the proposed system.
- F. Task 6 - Evaluate Alternatives.** The Engineer shall:
1. Estimate the capital and O&M costs of each viable alternative and summarize for comparison on a present worth basis.

2. Evaluate each viable alternative based on non-cost issues including operability, reliability, expandability, sustainability, environmental factors, and risk and uncertainty.
3. Prepare a recommendation for the alternative to be implemented.

**G. Task 7 - Prepare Report.** The Engineer shall:

1. Prepare a brief report that summarizes the information described above and submit a draft for review by Owner's staff.
2. Meet with Owner's staff to review their comments on the draft report.
3. Finalize the report based on the review comments.
4. Submit the report to the Owner for subsequent submission to the DEQ.

### **III. SCHEDULE**

The Engineer shall complete and submit the draft final report for review by Owner's staff by December 15, 2013 and complete final report ready for submission by December 31, 2013. The final submission date assumes a one week period for Owner's staff review.

### **IV. FEE**

The fee for the study shall be a lump sum of \$31,850.00.

# Price Proposal

Revision Date:  
Aug 06, 2013

## City of McAlester WTP

Engr'g services to evaluate the WTP to address DBP issues.

Submitted to: City of McAlester (Attn: John Modzelewski)

Contract Type: Fixed Price

### Labor Plan

5 Labor Resources

### Price Summary / Totals

Task Pricing Totals	31,846
Specify Add'l Fees on Setup	0
Technology Use Fee (160 hrs) = \$451	incl. in ODCs
Add'l Fees for Prem. O/T Labor	N/A
<b>Total Price</b>	<b>31,846</b>

Project Phases / Tasks	Schedule			Work Days Off	Work Days	Total Labor Hrs	Program Manager (Jon Nelson)	Sr Engineer 2 (Bim Sundaramoorthy)	Engineer 2 (Aaron Beauclaire)	CAD Designer (Eric Brown)	Project Administrator (Terri Koukendill)	Unit Rate Qty's		Pricing by Resource						Task Pricing Totals
	From	Thru	Months									Items >	Technology Usage*	Unit Rate >	hour	Labor Rate Esc.	Labor	Subs	Travel	
<b>Task I - Project Management and QA/QC</b>						<b>14</b>	<b>6</b>	<b>8</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>6</b>	<b>0.00%</b>	<b>2,494</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>17</b>	<b>2,510</b>	
a - General Project Management	08/15/13	12/31/13	4.5	10	89	4	4	4	-	-	-	4		640				11	651	
b - Prepare Plan of Study	08/15/13	12/31/13	4.5	10	89	8		8						1,533					1,533	
c - QC	08/15/13	12/31/13	4.5	10	89	2	2	2				2		320				6	326	
<b>Task II - Kickoff Meeting</b>						<b>10</b>	<b>4</b>	<b>6</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>4</b>	<b>0.00%</b>	<b>1,790</b>	<b>112</b>	<b>-</b>	<b>-</b>	<b>11</b>	<b>1,913</b>	
<b>Task III - Data Gathering</b>						<b>18</b>	<b>4</b>	<b>14</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>4</b>	<b>0.00%</b>	<b>3,323</b>	<b>166</b>	<b>-</b>	<b>-</b>	<b>11</b>	<b>3,501</b>	
a - WTP Data	08/15/13	12/31/13	4.5	10	89	4		4						767					767	
b - Distribution Data	08/15/13	12/31/13	4.5	10	89	4		4						767		69			836	
c - WTP Site Visit	08/15/13	12/31/13	4.5	10	89	10	4	6				4		1,790		97		11	1,898	
<b>Task IV - Develop Alternatives</b>						<b>98</b>	<b>4</b>	<b>54</b>	<b>16</b>	<b>24</b>	<b>-</b>	<b>44</b>	<b>0.00%</b>	<b>13,372</b>	<b>166</b>	<b>-</b>	<b>-</b>	<b>124</b>	<b>13,662</b>	
a - Demand Calculations	08/15/13	12/31/13	4.5	10	89	12		4	8			8		1,272				23	1,295	
b - Aging Estimate	08/15/13	12/31/13	4.5	10	89	12		4	8			8		1,272				23	1,295	
c - Identify Alternatives	08/15/13	12/31/13	4.5	10	89	8		8						1,533					1,533	
d - Alternatives Meeting	08/15/13	12/31/13	4.5	10	89	10	4	6				4		1,790		97		11	1,898	
e - Additional Testing Coord	08/15/13	12/31/13	4.5	10	89	16		16						3,067		69			3,136	
f - Develop Alternatives	08/15/13	12/31/13	4.5	10	89	40		16		24		24		4,437				68	4,505	
<b>Task V - Evaluate Alternatives</b>						<b>44</b>	<b>-</b>	<b>12</b>	<b>32</b>	<b>-</b>	<b>-</b>	<b>32</b>	<b>0.00%</b>	<b>4,323</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>90</b>	<b>4,413</b>	
a - Distribution System Enhancements	08/15/13	12/31/13	4.5	10	89	8			8			8		506				23	528	
b - GAC	08/15/13	12/31/13	4.5	10	89	12		4	8			8		1,272				23	1,295	
c - Alternative Primary Disinfectant	08/15/13	12/31/13	4.5	10	89	12		4	8			8		1,272				23	1,295	
d - Combined Residual	08/15/13	12/31/13	4.5	10	89	12		4	8			8		1,272				23	1,295	
<b>Task VI - Report</b>						<b>70</b>	<b>14</b>	<b>-</b>	<b>24</b>	<b>16</b>	<b>16</b>	<b>70</b>	<b>0.00%</b>	<b>5,552</b>	<b>97</b>	<b>-</b>	<b>-</b>	<b>197</b>	<b>5,846</b>	
a - Draft Report	12/15/13	12/31/13	0.5	2	10	40	8		16	8	8	40		3,189				113	3,302	
b - Meeting	12/15/13	12/31/13	0.5	2	10	4		4				4		640		97		11	748	
c - Finalize Report	12/15/13	12/31/13	0.5	2	10	26	2		8	8	8	26		1,723				73	1,796	
<b>Totals</b>	<b>08/15/13</b>	<b>12/31/13</b>	<b>4.5</b>			<b>254</b>	<b>32</b>	<b>94</b>	<b>72</b>	<b>40</b>	<b>16</b>	<b>160</b>	<b>0.00%</b>	<b>30,853</b>	<b>541</b>	<b>-</b>	<b>-</b>	<b>451</b>	<b>31,846</b>	

## PROPOSAL

### ENGINEERING SERVICES

#### DISINFECTION BYPRODUCTS STUDY – WATER TREATMENT PLANT

City of McAlester

McAlester, Oklahoma

Owner: City of McAlester

Engineer: Tetra Tech, Inc.

Date: August 8, 2013

### I. SCOPE OF THE PROJECT

The City of McAlester (Owner) produces potable water at their water treatment plant (WTP) located north of the city near Lake Talawanda No. 2. The WTP gets its raw water from Lake McAlester which is located north of the WTP. The WTP includes three, up-flow clarifiers, a chemical feed building, five dual-media filters, a 2 MG concrete, divided clearwell, and a high service pump station, which transports the finished water to the distribution system. The primary coagulant used is alum. Caustic soda is added to increase the alkalinity to support the coagulation, and a polymer is used to supplement the alum in the coagulation process. Primary disinfection is accomplished in the clearwells using free chlorine provided by gaseous chlorine. A free-chlorine residual is maintained in the distribution system for secondary disinfection. Facilities to dewater clarifier solids (using filter boxes) are under construction. Filter backwash is discharged to lagoons on the plant site. Decant from the lagoon is not recycled through the WTP.

The potable water produced by the WTP fails to meet the quality requirements relative to disinfection byproducts (DBPs). Test results on TTHMs have exceeded the 80 ppb standard, but HAA5's are not out of compliance. The Oklahoma Department of Environmental Quality has issued a consent order (CO) that requires the TTHM problem to be addressed. The preparation of an engineering report is the first task of the CO. The report is due for submission by January 1, 2014.

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    - Use of alternative primary disinfection agents such as chlorine dioxide or ozone; and
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### **III. SCHEDULE**

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### **IV. FEE**

The fee for the study shall be a lump sum of \$31,850.00.

# Tt Price Proposal

Revision Date:  
Aug 06, 2013

## City of McAlester WTP

Engr'g services to evaluate the WTP to address DBP issues.

Proj Area >

Submitted to: City of McAlester (Attn: John Modzelewski)

Contract Type: Fixed Price

### Labor Plan

5 Labor Resources

### Price Summary / Totals

Task Pricing Totals	31,846
Specify Add'l Fees on Setup	0
Technology Use Fee (160 hrs) = \$451	Incl. in ODCs
Add'l Fees for Prem. O/T Labor	N/A
<b>Total Price</b>	<b>31,846</b>

### Unit Rate Qty's

Items >	Technology Usage*
Unit Rate >	\$2.82
Unit >	hour
Charged to >	ODC
Quantities >	160

### Pricing by Resource

Project Phases / Tasks	Schedule			Work Days Off	Work Days	Total Labor Hrs	Program Manager (Jon Nelson)	Sr Engineer 2 (Terri Smitrammornthi)	Engineer 2 (Aaron Resnicare)	CAD Designer (Eric Brown)	Project Administrator (Terri Kuykendall)	Quantities	Labor Rate Esc.	Labor	Subs	Travel	Mat'l's & Equip	ODCs	Task Pricing Totals	
	From	Thru	Months																	
<b>Task I - Project Management and QA/QC</b>						<b>14</b>														
a - General Project Management	08/15/13	12/31/13	4.5	10	89	4	4					4		640					11	651
b - Prepare Plan of Study	08/15/13	12/31/13	4.5	10	89	8		8						1,533						1,533
c - QC	08/15/13	12/31/13	4.5	10	89	2	2					2		320						326
<b>Task II - Kickoff Meeting</b>						<b>10</b>														
a - WTP Data	08/15/13	12/31/13	4.5	10	89	4	4							767						767
b - Distribution Data	08/15/13	12/31/13	4.5	10	89	4		4						767		69				836
c - WTP Site Visit	08/15/13	12/31/13	4.5	10	89	10	4	6				4		1,790		97				1,898
<b>Task III - Data Gathering</b>						<b>18</b>														
a - WTP Data	08/15/13	12/31/13	4.5	10	89	4	4							767						767
b - Distribution Data	08/15/13	12/31/13	4.5	10	89	4		4						767		69				836
c - WTP Site Visit	08/15/13	12/31/13	4.5	10	89	10	4	6				4		1,790		97				1,898
<b>Task IV - Develop Alternatives</b>						<b>98</b>														
a - Demand Calculations	08/15/13	12/31/13	4.5	10	89	12	4	8				8		1,272						1,295
b - Aging Estimate	08/15/13	12/31/13	4.5	10	89	12		8				8		1,272						1,295
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d - Alternatives Meeting	08/15/13	12/31/13	4.5	10	89	10	4	6				4		1,790		97				1,898
e - Additional Testing Coord	08/15/13	12/31/13	4.5	10	89	16		16						3,067		69				3,136
f - Develop Alternatives	08/15/13	12/31/13	4.5	10	89	40		16		24		24		4,437						4,505
<b>Task V - Evaluate Alternatives</b>						<b>44</b>														
a - Distribution System Enhancements	08/15/13	12/31/13	4.5	10	89	8			8			8		506						528
b - GAC	08/15/13	12/31/13	4.5	10	89	12		4	8			8		1,272						1,295
c - Alternative Primary Disinfectant	08/15/13	12/31/13	4.5	10	89	12		4	8			8		1,272						1,295
d - Combined Residual	08/15/13	12/31/13	4.5	10	89	12		4	8			8		1,272						1,295
<b>Task VI - Report</b>						<b>70</b>														
a - Draft Report	12/15/13	12/31/13	0.5	2	10	40	8		16	8	8	40		3,189						3,302
b - Meeting	12/15/13	12/31/13	0.5	2	10	4	4					4		640		97				748
c - Finalize Report	12/15/13	12/31/13	0.5	2	10	26	2		8	8	8	26		1,723						1,796
<b>Totals</b>	08/15/13	12/31/13	4.5			<b>254</b>	<b>32</b>	<b>34</b>	<b>72</b>	<b>40</b>	<b>16</b>	<b>Quantities</b>	<b>160</b>	<b>0.00%</b>	<b>30,853</b>		<b>541</b>		<b>451</b>	<b>31,846</b>



STEVEN A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

BRAD HENRY  
Governor

September 11, 2007

The Honorable Don Lewis, Mayor  
City of McAlester  
P.O. Box 578  
McAlester, OK 74502

Re: Facility No. 1020609  
Case No. 07-233

Dear Mayor Lewis:

Please find enclosed a signed, file-stamped copy of the referenced Consent Order, Case No. 07-233, between the Department of Environmental Quality and the City of McAlester.

If you should have any questions concerning this Order, please contact Kay Coffey, P.E., Ph.D., Public Water Supply Enforcement Section Manager at (405) 702-8145 or write her at the letterhead address.

Sincerely,

A handwritten signature in cursive script that reads "Ramona Haggins".

Ramona Haggins, Administrative Assistant  
Public Water Supply Unit  
Water Quality Division

Enclosure

copy: George Marcangeli, P.E., City Engineer



**OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY  
WATER QUALITY DIVISION**

IN THE MATTER OF: )  
McAlester Public Works Authority, )  
Respondent, ) Case No. 07-233  
)  
)  
Facility No. P-1020609, )  
Problems: TTHM MCL, TOC )

**CONSENT ORDER**

The parties to this case, the Oklahoma Department of Environmental Quality (“DEQ”) and the McAlester Public Works Authority (“Respondent”) agree to this Consent Order in order to resolve certain environmental compliance issues.

This Consent Order hereby supersedes and closes Notices of Violation (“NOV”) No. P-10200609-06-1 dated December 8, 2006, and NOV No. P-1020609-07-1 dated February 7, 2007.

**FINDINGS OF FACT**

1. The Respondent owns and operates a permitted community public water supply (“PWS”) system in Pittsburg County, Oklahoma, that is defined as a Subpart H system in 40 C.F.R. § 141.2 and serves more than 10,000 people from McAlester Lake. The system uses conventional filtration treatment.

2. Total Trihalomethanes (“TTHM”) are disinfection byproducts. Samples submitted by the Respondent for analysis show the following average concentrations of TTHM:

2006 First quarter results	0.082 mg/L
2006 Second quarter results	0.116 mg/L
2006 Third quarter results	0.121 mg/L
2006 Fourth quarter results	0.051 mg/L
2007 First quarter results	0.061 mg/L

In order to determine compliance, the average of four consecutive quarters must remain at or below 0.080 mg/L. The average of the samples listed above for the four quarters of 2006 was 0.093 mg/L. The average of the samples listed above for the last three quarters of 2006 and the first quarter of 2007 was 0.087 mg/L. Those values exceed the MCL of 0.080 mg/L for TTHM.

3. EPA has established a standard for removal of Total Organic Carbon (“TOC”) and has determined that the removal standard is necessary to protect public health. TOC has no direct health effects. However, TOC is a disinfection byproducts precursor; which means that TOC provides conditions for the formation of disinfection byproducts. These byproducts include TTHM and HAA5, which if present in drinking water above the standard may lead to adverse health effects, liver or kidney problems or nervous system effects , and may lead to an increased risk of cancer. A review of sample sets submitted by Respondent for analysis indicates that the average twelve-month TOC percent removal ratios for the time periods listed below were as follows:

<u>Twelve-month time period</u>	<u>% Removal Ratio</u>
January 2006 – December 2006	0.49
May 2006 – April 2007	0.52

In order to demonstrate compliance, the average of twelve (12) consecutive monthly TOC percent removal ratios must remain at or above 1.00. The average TOC percent removal ratios listed above are below 1.00 and none of the alternative compliance criteria in 40 C.F.R. § 141.135 (a) have been met.

4. On December 8, 2006, the DEQ issued to Respondent NOV No. P-1020609-06-1, for TTHM MCL violations and TOC treatment technique violations for July 1, 2005 through June 30, 2006. The NOV was received by the Respondent on December 12, 2006.

5. NOV No. P-1020609-06-1 required the Respondent to issue public notice to its users and provide proof of public notice to the DEQ by January 7, 2007. DEQ has received the required proof of public notice.

6. On February 7, 2007, the DEQ issued to Respondent NOV, No. P-1020609-07-1, for TTHM MCL violations and TOC treatment technique violations for January 1, 2006, through December 31, 2006. The NOV was received by the Respondent on February 12, 2007.

7. NOV No. P-1020609-07-1 required the Respondent to issue public notice to its users and provide proof of public notice to the DEQ by March 8, 2007. DEQ has received the required proof of public notice.

8. On April 3, 2007, Kay Coffey, DEQ Public Water Supply Engineering Manager, and Bryan Davis, District Engineer, visited the McAlester Water Treatment Plant. Present on behalf of the respondent were David Medley, Assistant City Engineer, operators Benny Scoggins and Chris Black, John Blickenstaff of Sequoyah Engineering, and Lucky Chen with Advance Chemicals. Mr. Chen was performing a jar test in an effort to determine an effective coagulant and dosage rate to improve TOC removal. DEQ personnel suggested that the respondent utilize the multi-level intake capabilities at their Lake McAlester source to find a level of water containing less organic matter.

9. On July 27, 2007, Ms. Coffey contacted the Honorable Don Lewis, Mayor for the Respondent, who indicated that the Respondent was willing to enter into this Consent Order in order to bring the PWS into compliance with applicable requirements. While facilitating the Respondent's return to compliance, the DEQ will continue to provide technical assistance to the Respondent and its consulting engineer.

10. The United States Environmental Protection Agency ("EPA") sets drinking water standards and has determined that TTHM and HAA5 are health concerns at certain high levels of

exposure. TTHM and HAA5 are chemical compounds formed when chlorine, which is used to kill disease producing organisms, reacts with certain organic materials dissolved in water. These organic materials usually come from decaying vegetation such as leaves, pine needles, algae or other plants which may end up in the water source. Some animal studies have shown that high concentrations of TTHM and HAA5 may increase the risks of some cancers. The standards for these compounds are based on lifetime exposure of several decades. Drinking water, which meets the EPA standard, is associated with little to no risk and should be considered safe with respect to TTHM and HAA5.

The Respondent is required to regularly monitor the drinking water that it provides for specific contaminants such as TTHM and HAA5, as well as for compliance with different treatment technique requirements such as TOC. The results of regular monitoring are an indicator of whether or not the Respondent's drinking water meets applicable health standards. Consequently, failure by the Respondent to comply with rules stated below may result in harm to the health and well-being of the affected public.

11. The parties agree that it is beneficial to resolve these matters promptly and by agreement.

12. The parties waive the filing of a petition or other pleading, and Respondent waives the right to a hearing.

#### **CONCLUSIONS OF LAW**

13. The DEQ has regulatory jurisdiction and authority in this matter, and Respondent is subject to the jurisdiction and authority of the DEQ under Oklahoma law 27A Okla. Statutes ("O.S.") § 1-3-101(B), 27A O.S. §§ 2-6-301 through 2-6-308, and the rules promulgated thereunder in the Oklahoma Administrative Code ("OAC") at OAC 252:631.

14. The parties are authorized by 75 O.S. § 309(E) and 27A O.S. § 2-3-506(B) to resolve this matter by agreement.

15. The facts as stated in the above "Findings of Fact" constitute violations of the following public water supply rules, for which an Order may be entered:

- A) **Oklahoma Administrative Code ("OAC") 252:631-1-3 – Adoption of U.S. EPA regulations by reference.** The provisions in Parts 141 and 143 of Title 40 of the Code of Federal Regulations ("CFR") as published on July 1, 2002, and the requirements contained therein are, unless otherwise specified, adopted and incorporated by reference in their entirety.
- B) **OAC 252:631-3-1(b)** – Public water supply systems must comply with all applicable Primary Drinking Water Standards in 40 C.F.R. Part 141.
- C) **40 C.F.R. Part 141.64(a)** – The maximum contaminant level ("MCLs") for disinfection byproducts are as follows:

<u>Disinfection Byproduct</u>	<u>MCL (mg/L)</u>
Total Trihalomethane ("TTHM")	0.080
Haloacetic Acids ("HAAS")	0.060

- D) **40 C.F.R. § 141.133(b)(1)(i)** – For systems monitoring quarterly, compliance with MCLs in §141.64 must be based on a running annual arithmetic average, computed quarterly, of quarterly arithmetic averages of all samples collected by the system as prescribed by §141.132(b)(1).
- E) **40 C.F.R. § 141.130(b)(1)** Community Water Systems and Non-Transient Non-Community Water Systems. Unless otherwise noted, systems must comply with the requirements of this subpart as follows. Subpart H systems serving 10,000 or more persons must comply with this subpart beginning January 1, 2002. Subpart H systems serving fewer than 10,000 persons and systems using only ground water not under the direct influence of surface water must comply with this subpart beginning January 1, 2004.
- F) **40 C.F.R. § 141.133(d)** - For systems required to meet Step 1 TOC removals, if the value calculated under § 141.135(c)(1)(iv) is less than 1.00, the system is in violation of the treatment technique requirements and must notify the public pursuant to § 141.132, in addition to reporting to the State pursuant to § 141.134.
- G) **40 C.F.R. § 141.135**  
**(a)(1)** Subpart H systems using conventional filtration treatment (as defined in §141.2) must operate with enhanced coagulation or enhanced

softening to achieve the TOC percent removal levels specified in paragraph (b) of this section unless the system meets at least one of the alternative compliance criteria listed in paragraph (a)(2) or (a)(3) of this section.

(b)(1) Systems must achieve the percent reduction of TOC specified in paragraph (b)(2) of this section between the source water and the combined filter effluent, unless the State approves a system's request for alternate minimum TOC removal (Step 2) requirements under paragraph (b)(3) of this section.

(b)(2) Required Step 1 TOC reductions, indicated in the following table, are based upon specified source water parameters measured in accordance with §141.131(d).

Source-Water TOC, mg/L	Percent TOC Removal Required		
	Source Water Alkalinity, mg/L as CaCO <sub>3</sub>		
	0 - 60	> 60 - 120	> 120
> 2.0 - 4.0	35.0%	25.0%	15.0%
> 4.0 - 8.0	45.0%	35.0%	25.0%
> 8.0	50.0%	40.0%	30.0%

(c)(1) Subpart H systems other than those identified in paragraph (a)(2) or (a)(3) of this section must comply with requirements contained in paragraph (b)(2) or (b)(3) of this section. Systems must calculate compliance quarterly, beginning after the system has collected 12 months of data, by determining an annual average using the following method:

(i) Determine actual monthly TOC percent removal, equal to:

$$(1 - (\text{treated water TOC}/\text{source water TOC})) \times 100.$$

(ii) Determine the required monthly TOC percent removal (from either the table in paragraph (b)(2) of this section or from paragraph (b)(3) of this section).

(iii) Divide the value in paragraph (c)(1)(i) of this section by the value in paragraph (c)(1)(ii) of this section.

(iv) Add together the results of paragraph (c)(1)(iii) of this section for the last 12 months and divide by 12.

(v) If the value calculated in paragraph (c)(1)(iv) of this section is less than 1.00, the system is not in compliance with the TOC percent removal requirements.

- H) **40 C.F.R. § 141.135(c)(2)** - Systems may use the provisions [alternative criteria] in paragraphs (c)(2)(i) through (v) of this section in lieu of the calculations in paragraph (c)(1)(i) through (v) of this section to determine compliance with TOC percent removal requirements.
- D) **OAC 252:631-3-1(c)** - Public water supply systems must comply with all applicable monitoring and analytical requirements in 40 CFR Part 141.

16. Violations of the Environmental Quality Code and the rules promulgated thereto are subject to enforcement actions and penalties as set forth in 27A O.S. §§ 2-3-502, 2-3-504, and 2-6-308.

17. The Executive Director of DEQ may enforce this Consent Order pursuant to 27A O.S. §§ 2-6-308(A) and 2-3-202(A)(10) and 2-6-901.

**ORDER**

18. In order to address the TOC treatment technique and TTHM MCL violation(s) discussed above, the Respondent agrees to complete the following tasks by the dates specified (the tasks listed below are intended to correct the TOC treatment technique, TTHM MCL violation(s) listed in this Order and any future TOC treatment technique, HAA5 MCL, and/or TTHM MCL violation(s) that occur prior to the completion of the tasks set forth below):

<b>TASK</b>	<b>DATE</b>
A. The Respondent will conduct all required monitoring in a timely manner and submit all required samples to a certified laboratory for analysis.	At least through January 1, 2010
B. The Respondent will continue to provide public notice to the water system customers when there are disinfection by-products and/or TOC violations. All notices will be given in accordance with 40 C.F.R. §141.203.	At least through January 1, 2010

C. The Respondent will submit to the DEQ, and implement, an approvable operational corrective action plan with a schedule designed to achieve compliance with the disinfection by-product and TOC treatment technique requirements.

January 1, 2008

D. If compliance with disinfection by-product and TOC treatment technique requirements is not achieved, the Respondent will submit an approvable engineering report addressing the applicable disinfection by-product and TOC treatment technique violations. The engineering report will include a schedule of dates for all proposed construction.

January 1, 2010

19. If the Respondent fails to complete any of the task(s) set forth in this Consent Order, by the specified due date(s), the stipulated penalty for each incomplete task shall be the maximum sum per day as follows:

TASK	PENALTY PER DAY
A.	\$140.00
B.	\$ 70.00
C.	\$140.00
D.	\$140.00

Notwithstanding the above, the stipulated penalties for failing to complete the specified task(s) by the corresponding due date(s) shall begin to accrue on the day performance is due as indicated in this Consent Order with a maximum penalty of thirty thousand dollars (\$35,000).

20. The Respondent agrees to submit approvable plans for a supplemental environmental project ("sep") by January 1, 2008. The Respondent agrees to complete the sep by January 1, 2010.

21. The DEQ shall notify the Respondent, in writing, concerning any noncompliance with this Consent Order, which is discovered. The Respondent shall respond to the notification within fifteen (15) days of receipt. Based upon the response received, the DEQ may continue

with enforcement of the stipulated penalties or may reduce or waive such stipulated penalties for good cause as allowed by law. Additionally, the Parties may agree to meet concerning the assessment of the stipulated penalties before the DEQ continues with enforcement. If the Respondent fails to respond to the notification, the DEQ may continue with the assessment of the stipulated penalties.

22. If the DEQ continues with the assessment of stipulated penalties, Respondent may request a hearing to contest the findings of noncompliance. The notification from the DEQ will specify how to request a hearing.

23. The sep required in this Consent Order is in lieu of an administrative penalty allowed by Oklahoma Statutes for the violations cited in this Consent Order. Failure by the Respondent to comply with the sep requirements may result in the Respondent being required to pay an additional administrative penalty in the amount of one thousand dollars (\$1,000.00).

24. Any stipulated penalties for which Respondent shall become liable under this Consent Order shall be paid by check made payable to the Oklahoma Department of Environmental Quality and noting this Case Number, and delivered to:

Accounts Receivable  
Financial and Human Resources Management  
Department of Environmental Quality  
P.O. Box 2036  
Oklahoma City, Oklahoma 73101-2036

25. If Respondent fails to pay any penalty, the DEQ may bring a separate action for collection of the penalty in District Court. An action by the DEQ for the collection of a penalty does not affect Respondent's duty to complete the tasks required by this Consent Order.

#### **GENERAL PROVISIONS**

26. The DEQ has received primacy from the United States Environmental Protection Agency, to implement and enforce the Federal Safe Drinking Water Act program. A portion of

the implementation and enforcement program is to issue timely enforcement actions and impose appropriate penalties. The agreement of the parties, that Respondent will complete the sep listed above, is designed to comply with the Safe Drinking Water Act penalty requirement for the specific violations listed in this Order. The Federal program calls for a significant increase in monetary penalties should this Consent Order be violated or future violations occur.

27. As used in this Consent Order, an “approvable” submission to the DEQ shall be considered a final submission. That is, all preliminary discussions between the DEQ and the Respondent regarding the requirements of a submission must be concluded prior to the date the submission is due, so that the submission will be approvable as submitted. If the submission is not submitted in an approvable form by its due date, then the submission will be considered delinquent and the Respondent will be subject to the monetary penalties described in this Consent Order.

28. The Respondent agrees to perform the requirements of this Consent Order within the time frames specified unless performance is prevented or delayed by events, which constitute a “force majeure.” For purposes of this Consent Order, a force majeure event is defined as any event arising from causes beyond the reasonable control of the Respondent or Respondent’s contractors, subcontractors or laboratories which delays or prevents the performance of any obligation under this Consent Order. Examples are vandalism; fire; flood; labor disputes or strikes; weather conditions which would prevent or seriously impair construction activities; civil disorder or unrest and “acts of God.” Force majeure events *do not* include increased costs of performance of the tasks agreed to in this Consent Order or changed economic circumstances. The Respondent must notify the DEQ in writing within fifteen (15) days after the Respondent knows or should have known of a force majeure event that is expected to cause a delay in

achieving compliance with any requirement of the Consent Order. Failure to submit notification within fifteen (15) days waives the right to claim a force majeure.

29. The Respondent and DEQ may amend this Consent Order by mutual consent. Such amendments must be in writing and the effective date of the amendments will be the date on which they are filed by the DEQ. Any amendment to this Consent Order may require the payment of an administrative penalty.

30. Upon their approval by the DEQ, any final reports, plans, specifications, schedules and attachments required under this Consent Order are incorporated into it and enforceable under it. Failure by Respondent to respond within a reasonable time to any errors, deficiencies or other regulatory requirements identified by the DEQ is a violation of this Consent Order.

31. No informal advice, guidance, suggestions or comments by employees of the DEQ regarding reports, plans, specifications, schedules, and other writing affect Respondent's obligation to obtain written approval by the DEQ, when required by this Consent Order.

32. Respondent agrees to allow agents of the DEQ entry onto Respondent's property, at reasonable times and without advance notice, for the purposes of inspecting, sampling, testing, records review and other authorized activities to assess compliance with Oklahoma statutes and rules and this Consent Order. If Respondent is required to sample or test, Respondent agrees to give the DEQ reasonable notice of the sampling or testing date and time and allow the DEQ to observe and/or split-sample.

33. Unless otherwise specified, any report, notice, or other communication required under this Consent Order shall be in writing and shall be sent to:

**For the Department of Environmental Quality:**

Kay Coffey, P.E., Engineer Manager  
Water Quality Division  
P.O. Box 1677  
Oklahoma City, Oklahoma 73101-1677

**For the Respondent:**

The Honorable Don Lewis, Mayor  
City of McAlester  
P.O. Box 578  
McAlester, OK

34. This Consent Order shall be enforceable as a Final Order of the Executive Director of DEQ. The DEQ shall retain jurisdiction of this matter for the purposes of interpreting, implementing and enforcing the terms and conditions of this Consent Order and for the purpose of resolving dispute.

35. Nothing in this Consent Order excuses the Respondent from its obligation to comply with all applicable federal, state and local statutes, rules and ordinances. Respondent and the DEQ agree that the provisions of this Consent Order are considered severable, and if a court of competent jurisdiction finds any provisions to be unenforceable because they are inconsistent with state or federal law, the remaining provisions will remain in full effect.

36. The provisions of this Consent Order apply to and bind Respondent and the DEQ and their officers, officials, directors, employees, agents, successors and assigns. No change in the ownership or corporate status of Respondent will affect Respondent's responsibilities under this Consent Order.

37. Respondent and the DEQ agree that the venue of any action in district court for the purposes of interpreting, implementing and enforcing this Consent Order will be Oklahoma County, Oklahoma.

38. The requirements of this Consent Order will be considered satisfied and this Consent Order terminated when Respondent receives written notice from the DEQ that Respondent has demonstrated that all the terms of the Consent Order have been completed to the satisfaction of the DEQ, and that any assessed penalty has been paid.

39. The individuals signing this Consent Order certify that they are authorized to sign it and to legally bind the parties they represent.

40. This Consent Order becomes effective on the date of the latter of the two signatures below.

**FOR THE RESPONDENT:  
McALESTER PUBLIC WORKS  
AUTHORITY**

**FOR THE DEPARTMENT OF  
ENVIRONMENTAL QUALITY**

  
\_\_\_\_\_  
**DON LEWIS**  
Mayor

\_\_\_\_\_  
**STEVEN A. THOMPSON**  
Executive Director

Date: 08/28/07

Date: \_\_\_\_\_



STEVEN A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN  
Governor

July 17, 2013

Steve Harrison, Chairman  
McAlester Public Works Authority  
P.O. Box 578  
McAlester, Oklahoma 74502

Re: McAlester Public Works Authority  
PWSID No. OK1020609  
Consent Order 07-233, Addendum A  
Task D Extension

Dear Mr. Harrison:

On October 26, 2012, the Department of Environmental Quality (“DEQ”) and McAlester Public Works Authority (“Respondent”) agreed to Consent Order 07-233, Addendum A. Addendum A contained the following task and due date:

TASK	DATE
D. If compliance with disinfection byproduct requirements is not achieved by the date listed in this task, Respondent will provide by this date an approvable engineering report addressing the correction of applicable disinfection byproduct violations, including a schedule of dates if construction is required.	July 1, 2013

On March 21, 2013, David Medley, P.E., Utilities Director for Respondent, stated additional time is needed to include an engineering report in the upcoming budget. Respondent requested an extension to the due date of Task D to January 1, 2014.

As of first quarter of 2013, Respondent has started monitoring under the Stage 2 Disinfectants and Disinfection Byproducts Rule (“Stage 2”). The United States Environmental Protection Agency currently has primacy of the Stage 2 rule; however, DEQ anticipates gaining primacy in the near future. As Stage 2 is an extension of the Stage 1 Disinfectants and Disinfection Byproducts Rule (“Stage 1”) requirements, DEQ requests those systems under a Consent Order to achieve compliance with Stage 1 to continue to work toward a solution for reducing disinfection byproducts. DEQ will be working with systems during this transition period. Systems wishing to make capital improvements during this transition period may benefit from the information gathered through the initial Stage 2 monitoring, and therefore, DEQ is granting Respondent’s request for an extension to Task D.

Also included in the March 21, 2013, letter was a statement that Respondent expects aeration for the removal of disinfection byproducts to be included in the engineering report. DEQ’s existing





# McAlester City Council

## AGENDA REPORT

Meeting Date: August 27, 2013 Item Number: 11  
Department: City Attorney  
Prepared By: William J. Ervin Account Code: \_\_\_\_\_  
Date Prepared: August 19, 2013 Budgeted Amount: \_\_\_\_\_  
Exhibits: \_\_\_\_\_

### Subject

TABLED FROM PREVIOUS MEETING: Consider and Act to authorize the City Attorney to file any and all necessary District Court Action(s) to secure access to documents and records of MPower Economic Development, and to protect the interest of the City of McAlester in relation to its expired/terminated contract with MPower Economic Development Corporation.

### Recommendation

Motion to approve authorization for the City Attorney to file any and all necessary District Court Action(s).

### Discussion

### Approved By

		<i>Initial</i>	<i>Date</i>
Department Head		WJE	8/20/13
City Manager	P. Stasiak		8/20/13

## City Manager Report to the Council

August 27, 2013

### Planning & Community Development:

- Southside Business Development Center Re-Zone:
  - Re-Zone (**Completed**)
  
- Steven Taylor Industrial Park & Travel Plaza Annexation:
  - July 13: Acquire list of land owners from Abstract Company, collect written consents and prepare all information for the notice. (**Completed**)
  - August 13: Authorize the notice to annex with notice of hearing on September 10, 2013. (**Completed**)
  - September 10: Public hearing on annexation and annexation ordinance. (**Scheduled**)
  - September 11: Notice to Oklahoma Tax Commission.
  - October 10: Effective date of annexation.

### Public Works Department:

- The Engineering Department is currently working on five (5) concrete replacement projects:
  - CPR 1 – Complete
  - CPR 2 – Complete
  - CPR 3 - Wade Watts Blvd. from 15<sup>th</sup>. To 17<sup>th</sup>. (**Scheduled Completion week of 08/26/13**)
  - CPR 4 - Electric Ave. from “G” to Main St. (**Scheduled 08/05/13**)
  - Parker Middle School – Complete
  
- Request for Proposals (RFP) has been issued in preparation of analyzing the pros and cons of a Public/Private Partnerships (PPP) for the Cities water plant. Proposals are due back to the City the first week of October.

- Parker Middle School was damaged due to a water line break that occurred the week of August 12, 2013. The City responded to the call for help with the Fire, Police, Water and Street Divisions. We have continued to work with the School District to support the change that is occurring. The 5<sup>th</sup>. Grade classes have been moved to St. John's Catholic Church on Washington. City crews designed and installed school zones on Washington, Adams and 2<sup>nd</sup>. St. to accommodate the needs for the District.
- The City budgeted \$125K for a water meter replacement program for FY 2013-2014. Staff has worked on identifying areas of the City to start the replacement program. The following are the areas that the crews will begin working in:
  - Phase I: Indiana Avenue, Tennessee, Garden Lane, Dave Drive, Lampton Lane, McArthur Lane, Louise Drive, Virginia Drive, Oklahoma Avenue, South 9<sup>th</sup>. Street and South 5<sup>th</sup>. Street. Total meters anticipated to be replaced is 180.
  - Phase II: Red Bud Lane, Pineywood Drive, Hickory Bend Street, South 4<sup>th</sup>. Street, Saunier Way, River Oaks, Edgewood Drive, South 5<sup>th</sup>. Street, and Oklahoma Avenue. Total meters anticipated to be replaced is 247.
  - Phase III: Nightingale Circle, Swallow Drive, Sandpiper Street, Whipoorwill Avenue, Finch Drive, Eagle Bend Street, Bluebird Lane, Cardinal Lane, Mockingbird Lane, Oklahoma Avenue, Nelson Lane, Swan Lane, Lark Drive, Dove Drive, Flamingo Road, Mallard Lane, Pelican Drive, Falcon Lane, Quail Court and Quail Drive. Total meters anticipated to be replaced is 276.
- The Street Sweeper has been repaired and returned to service. Engine repairs were completed at a cost of approximately \$5K with an additional \$3K incurred to repair the hydraulic system.

**Human Resources:**

- The following positions are open and will be filled in the near future.
  1. Planning & Community Development Director (**Interviews scheduled week 08/26/13**)
  2. Economic Development Director (**Interviews scheduled week 08/26/13**)
  3. Tourism Manager (**Job announcement posted week 08/26/13**)
  4. Manager – 911 (**Job announcement posted week 08/26/13**)
  5. Human Resource Clerk – (**Interviews Completed**)
  6. Accounts Payable Clerk – (**Interviews Completed**)
  7. Chief of Police (**Interviews scheduled week 08/26/13**)

**Economic Development:**

- Report Attached

**Tourism Department:**

- Staff met recently with Todd Stallbaumer, Director of Marketing with the Oklahoma Department of Tourism. Mr. Stallbaumer is working with International Tour Group and McAlester will be added to the touring route for this group. I have attached to this report and Economic Impact of the Motorcoach Tourism Industry.

**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.
  - Sterling Taylor Grievance scheduled for Arbitration.

- Young and Henry Grievance scheduled for Arbitration.
  - Grievance 08/08/13: Lodge grievance about Captain Promotion. Captain Bailey retired in June 2013 and no promotions have occurred for filling the vacant position.
  - **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. (Mediation has been scheduled for September 4<sup>th</sup>. & 5<sup>th</sup>. 2013)**
- 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.**
- Request for Arbitration: Unilaterally Creating a New Leave Benefit: This relates to setting up a new code in the payroll system for tracking purposes of leave.
- Request for Arbitration: Scheduling Comp Time, This relates to management rites for scheduling our fire fighters.
- 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:**

- Building Permits
- EXPO Attendance

**Upcoming Events:**

- Walking with the Dinosaurs: September 10 – 16, 2013
- Fire Fighter Classic: September 27 – 29, 2013
- Gold Wing Rally: October 3 – 5, 2013
- City Wide Garage Sale: October 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:**

- Oklahoma Bureau of Narcotics Task force Demonstration at EXPO
- Southeastern Oklahoma Economic Development at EXPO
- Toured the Federal Courthouse on Carl Albert Parkway
- Toured the Rainbow Girls Temple on Carl Albert Parkway

**American Bus Association Foundation**  
**Economic Impact of the Motorcoach Tourism Industry**



**2012 Data**  
**Oklahoma**

<b>Direct Economic Impact</b>			
	<b>Jobs</b>	<b>Wages</b>	<b>Output</b>
Motorcoaches	1,560	\$88,382,900	\$160,662,800
Hotel/Lodging	1,510	\$27,833,800	\$107,852,400
Eating and Drinking Places	1,460	\$25,777,200	\$77,116,200
Entertainment and Amusement	3,330	\$47,969,500	\$123,343,300
Retail	330	\$8,794,200	\$17,472,900
<b>Total</b>	<b>8,190</b>	<b>\$198,757,600</b>	<b>\$486,447,600</b>

<b>Supplier Impact</b>			
	<b>Jobs</b>	<b>Wages</b>	<b>Output</b>
Agriculture	130	\$1,440,300	\$8,632,700
Mining	120	\$8,219,200	\$24,013,000
Construction	50	\$1,642,800	\$4,600,000
Manufacturing	140	\$8,092,400	\$66,493,200
Trans & Comm	270	\$15,178,500	\$53,122,600
Wholesale	40	\$2,239,100	\$4,760,400
Retail	20	\$444,200	\$936,200
FIRE	250	\$8,761,000	\$40,339,800
Bus. & Per. Svc.	850	\$36,340,300	\$68,964,100
T&E	340	\$7,126,200	\$17,332,700
Government	110	\$7,895,700	\$12,950,700
Other	-	\$-	\$-
<b>Total</b>	<b>2,320</b>	<b>\$97,379,700</b>	<b>\$302,145,400</b>

<b>Induced Economic Impact</b>			
	<b>Jobs</b>	<b>Wages</b>	<b>Output</b>
Agriculture	220	\$3,476,700	\$15,248,000
Mining	160	\$13,737,100	\$43,670,000
Construction	40	\$1,437,400	\$3,901,300
Manufacturing	190	\$11,300,200	\$107,594,200
Trans & Comm	160	\$9,659,800	\$39,600,500
Wholesale	120	\$6,928,400	\$14,759,700
Retail	600	\$16,535,300	\$35,720,800
FIRE	520	\$18,872,600	\$123,589,000
Bus. & Per. Svc.	1,340	\$57,671,400	\$111,474,500
T&E	490	\$8,304,600	\$25,786,300
Government	70	\$3,991,700	\$11,266,200
Other	80	\$1,089,900	\$2,394,100
<b>Total</b>	<b>3,990</b>	<b>\$153,005,100</b>	<b>\$535,004,600</b>

	<b>Jobs</b>	<b>Wages</b>	<b>Output</b>
<b>Total Economic Impact</b>	<b>14,500</b>	<b>\$449,142,400</b>	<b>\$1,323,597,600</b>

<b>Tax Impact</b>	<b>Business Taxes</b>
Federal Taxes	\$96,347,900
State Taxes	\$60,542,900
<b>Total Taxes</b>	<b>\$156,890,800</b>

## July EXPO Attendance 2013

<u>Date</u>	<u>Event</u>	<u># Attended*</u>
4 <sup>th</sup>	Stars & Stripes Celebration	3500
5 <sup>th</sup>	Family Reunion	60
6 <sup>th</sup>	Family Reunion	100
7 <sup>th</sup>	Lakewood Church	120
	Wedding & Reception	50
11 <sup>th</sup>	PSO Meeting	15
12 <sup>th</sup>	City Meeting	60
13 <sup>th</sup>	Indianola Class Reunion	240
	Baby Shower	40
14 <sup>th</sup>	Lakewood Church	145
17 <sup>th</sup>	BP Meeting	260
20 <sup>th</sup>	Pageant	75
21 <sup>st</sup>	Lakewood Church	180
25 <sup>th</sup>	NRA Banquet	300
26 <sup>th</sup>	Wedding & Reception	60
27 <sup>th</sup>	Family Reunion	130
	Baby Shower	25
	Wedding & Reception	50
28 <sup>th</sup>	Lakewood Church	190
30 <sup>th</sup>	City of McAlester	30

**Total**

**5605**

\*Numbers are approximations

**CITY OF MCALAESTER  
BUILDING PERMITS  
07/31/2013**

<u>DESCRIPTION</u>	<u>JULY</u>			<u>FISCAL YEAR-TO-DATE</u>			
	<u>NUMBER PERMITS</u>	<u>VALUATION</u>	<u>FEEES COLLECTED</u>	<u>NUMBER PERMITS</u>	<u>VALUATION</u>	<u>FEEES COLLECTED</u>	
<b>RESIDENTIAL:</b>							
New Construction	5	\$ 731,000	\$ 4,875	5	\$ 731,000	\$ 4,875	
Remodel							
Additions	7	170,000	1,382	7	170,000	1,382	
Storage Buildings							
<b>Total Residential</b>	<b><u>12</u></b>	<b><u>\$ 901,000</u></b>	<b><u>\$ 6,257</u></b>	<b><u>12</u></b>	<b><u>\$ 901,000</u></b>	<b><u>\$ 6,257</u></b>	
<b>COMMERCIAL:</b>							
New Construction	1	42,000	340	1	42,000	340	
Remodel							
Additions	1	6,000	120	1	6,000	120	
Storage Buildings							
<b>Total Commercial</b>	<b><u>2</u></b>	<b><u>\$ 48,000</u></b>	<b><u>\$ 460</u></b>	<b><u>2</u></b>	<b><u>\$ 48,000</u></b>	<b><u>\$ 460</u></b>	
<b>TOTAL JULY 2013</b>	<b><u>14</u></b>	<b><u>\$ 949,000</u></b>	<b><u>\$ 6,717</u></b>	<b>YTD 2013 - 2014</b>	<b><u>14</u></b>	<b><u>\$ 949,000</u></b>	<b><u>\$ 6,717</u></b>
<b>TOTAL JULY 2012</b>	<b><u>10</u></b>	<b><u>\$ 1,640,650</u></b>	<b><u>\$ 7,919</u></b>	<b>YTD 2012 - 2013</b>	<b><u>10</u></b>	<b><u>\$ 1,640,650</u></b>	<b><u>\$ 7,919</u></b>
<b>TOTAL JULY 2011</b>	<b><u>12</u></b>	<b><u>\$ 662,300</u></b>	<b><u>\$ 3,752</u></b>	<b>YTD 2011 - 2012</b>	<b><u>12</u></b>	<b><u>\$ 662,300</u></b>	<b><u>\$ 3,752</u></b>

July Notes:

## **Economic Development Activity July 8<sup>th</sup> Through August 19<sup>th</sup>**

### **Department Formulation**

The primary task for the first six weeks was to establish the economic development function within city government. This activity included meeting key community figures including educators, business leaders, leaders of community organizations, state employees and office holders. The purpose of these meetings was to let the parties know that McAlester is taking a serious and active approach to economic development. Some of these meetings included staff at the Department of Commerce in Oklahoma City and the Southeast Oklahoma representatives, the McAlester Foundation, the Chairman and staff of the Chamber of Commerce, the Chairman and staff of Pride in McAlester, the Director of Main Street, the Councilman of the Choctaw Nation and the Economic Development Director for the Choctaw Nation. Some of these parties have been meeting as an ad hoc committee to determine how the parties can better coordinate activities and work together on major efforts. The city is now included in that group.

We are in talks with the McAlester Foundation regarding coordination with them as a private party compliment to the city's economic development function. This may involve an alteration of the Foundation.

We hosted the meeting of Oklahoma Southeast, the economic development organization for the region. In October we are attending their annual October meeting where approximately 15-20 site consultants will be in attendance.

Additionally meetings with numerous new and existing businesses have taken place. The visits are ongoing.

Research is underway to begin the process of developing a strategic plan for economic development. Most of this plan will be completed by the city. However, we will need to involve a number of parties to formulate the plan. This is particularly true if we want to center the plan around an analysis of the areas strengths, weakness, opportunities and threats (SWOT analysis).

Finally, we have completed the proposal for an Economic Development Commission. Hopefully we can have the plan approved and the Commission fully constituted within a month.

### **Marketing and Recruitment Analysis**

We have almost finished work to establish a web presence and bids for web design, hosting and interactive mapping have been obtained. We are currently reviewing the proposals for interaction with the city's web site.

A Gap Analysis was performed and work on a Cost/Benefit Analysis is underway. The latter should be complete in a few days.

The first of these items will pinpoint us in a direction in terms of retail recruitment as well as enable us to demonstrate to prospects the magnitude of the need in the McAlester area.

The second will quantify the economic impact of a prospective industry. This will then allow the city to know what, if any, incentives would be justified. The cost benefit model will predict the monetary impact to the city of new jobs. The analysis will model the impact of new jobs at various wage levels.

### **Existing Business Growth and Support**

The initial steps have been taken to have industrial sites certified by the state. This is a very comprehensive certification and requires detailed information in numerous topic areas. The fact that we have no state certified sites puts McAlester at a real disadvantage relative to many competing communities. Initially we are certifying individual lots with C-4 and B-9 as the primary certifications. We hope to be able to submit the application within the next ten days.

Secondly, work has started in terms of having the industrial park designated as a foreign trade zone. This is a ten to twelve month process but with it and site certification complete we will significantly enhance McAlester's chance of recruiting new light industry.

We have had meetings with two existing industries regarding their possible expansion. State incentive forms have been provided to one of these and we are in the process of getting the information to the other party.

We had meetings with two existing businesses regarding our encouragement and support for expansion. The goal is to have them commit as soon as possible.

Meetings have taken place with two different existing restaurateurs (one of whom is local) regarding our desire that they each open new and different restaurants. I believe a real opportunity exists in at least one case.

A feasibility analysis has been executed regarding reopening the Thunder Creek Golf Course. Unfortunately, the two different course operators/developers we spoke with stated that the "numbers just don't work." This will not be pursued further.

Finally we met with one business regarding their need for cash assistance. While we could not help with the cash we did suggest and roughly plan with them two courses they should take to get the needed money.

## **New Business Development and Recruitment**

Work is underway to secure funding for repairs and expansion of the southern ramps at Lake Eufaula. If this can be accomplished, it will be possible to significantly increase the number and size of fishing tournaments for the area. We are trying to get two different parties to commit to providing the necessary funding within the next two weeks.

Information has been submitted to the Department of Commerce for consideration of a \$35,000,000 industrial prospect. The Department of Commerce has chosen our proposal as one to be submitted to the site consultant.

We have had meetings with numerous prospects. In the case of two of these we took them on community tours. One of these prospects was in the medical field and one is considering a tourism project.

Property information has been gathered and delivered to two outside consultants/developers regarding other prospects.

Site forms have been delivered to local realtors who were in the recent real estate "insert". The forms, when completed, will allow us to post available buildings and sites on both the Department of Commerce web site and that of the city. The first has already been posted. This will make McAlester one of very few cities in Oklahoma to actively market both industrial and commercial assets. Once it is revised, we will also show industrial sites and commercial buildings on the web sites of Oklahoma Southeast.

We have met with the Chief Economic Development Officer of the Choctaw Nation. We talked about expanding the Wild West Day and having increased awareness with the Choctaw Nation showcased during the event. It appears that there is a very good chance to grow the event both in size and duration. We also talked about the Nation jointly marketing and managing other events in the future. If we can make these things happen we should realize major increases tourism to city, possibly more than doubling what we have now.

## **Miscellaneous**

Numerous ribbon cuttings and ceremonies were attended.

Council Chambers  
Municipal Building  
August 13, 2013

The McAlester Airport Authority met in a Regular session on Tuesday, August 13, 2013, at 6:00 P.M. after proper notice and agenda was posted August 9, 2013.

Present: Weldon Smith, John Titsworth, Travis Read, Robert Karr, Buddy Garvin,  
Sam Mason & Steve Harrison  
Absent: None  
Presiding: Steve Harrison, Chairman

A motion was made by Mr. Smith and seconded by Mr. Read to approve the following:

- Approval of the Minutes from the July 23, 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 \$3,064.68.

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

AYE: Trustees Karr, Garvin, Mason, Smith, Titsworth, Read & Chairman Harrison  
NAY: None

Chairman Harrison declared the motion carried.

There being no further business to come before the Authority, Mr. Smith moved for the meeting to be adjourned, seconded by Mr. Read.

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

AYE: Trustees Karr, Garvin, Mason, Smith, Titsworth, Read & Chairman Harrison  
NAY: None

Chairman Harrison declared the motion carried.

ATTEST:

\_\_\_\_\_  
Steve Harrison, Chairman

\_\_\_\_\_  
Cora Middleton, Secretary

Council Chambers  
Municipal Building  
August 13, 2013

The McAlester Public Works Authority met in a Regular session on Tuesday, August 13, 2013, at 6:00 P.M. after proper notice and agenda was posted August 9, 2013.

Present: Weldon Smith, John Titsworth, Travis Read, Robert Karr, Buddy Garvin,  
Sam Mason & Steve Harrison  
Absent: None  
Presiding: Steve Harrison, Chairman

A motion was made by Mr. Mason and seconded by Mr. Garvin to approve the following:

- Approval of the Minutes from the July 23, 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 \$199,839.50.
- Confirm action taken on City Council Agenda Item E, to authorize the City Attorney to provide notice of the proposed annexation of adjacent or contiguous territory, as required by 11 O.S. § 21-103(B), and to set a public hearing on said Annexation for Tuesday September 10, 2013, at 6:00 p.m. (*William J. Ervin, City Attorney*)
- Confirm action taken on City Council Agenda Item F, to authorize the City Attorney to file a District Court Action regarding forfeiture and disposition of certain personal property held as evidence, more particularly: monies, bicycles and firearms. (*William J. Ervin, City Attorney*)
- Confirm action taken on City Council Agenda Item 1, a re-zone for all that portion of MK&T Railroad in Blocks 136, 137, 138 and 139 in North McAlester from R-1B single family residential district to a C-5 Highway Commercial District. (*Peter J. Stasiak, City Manager*)
- Confirm action taken on City Council Agenda Item 2, a change in zoning from I-1 Light Industrial District to a C-5 Highway Commercial District known as the Southside Business Park. (*Peter J. Stasiak, City Manager*)

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

AYE: Trustees Smith, Titsworth, Read, Karr, Garvin, Mason, & Harrison

NAY: None

Chairman Harrison declared the motion carried.

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

AYE: Trustees Smith, Titsworth, Read, Karr, Garvin, Mason, & Harrison

NAY: None

Chairman Harrison declared the motion carried.

ATTEST:

\_\_\_\_\_  
Steve Harrison, Chairman

\_\_\_\_\_  
Cora Middleton, Secretary

The McAlester Retirement Trust Authority met in Regular session on Tuesday, July 23, 2013 at 6:00 P.M. after proper notice and agenda was posted July 18, 2013.

Present: Weldon Smith, John Titsworth, Travis Read, Robert Karr, Buddy Garvin, Sam Mason & Steve Harrison  
Absent: None  
Presiding: Steve Harrison, Chairman

A motion was made by Mr. Smith and seconded by Mr. Read to approve the following:

- Approval of the Minutes from the 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*) In the amount of \$74,630.11.

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

AYE: Trustees Titsworth, Read, Karr, 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, Karr, Garvin, Mason, Smith & Chairman Harrison  
NAY: None

Chairman Harrison declared the motion carried.

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Steve Harrison, Chairman

ATTEST:

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Cora Middleton, Secretary