



McAlester City Council

NOTICE OF MEETING

Regular Meeting Agenda

Tuesday, May 22, 2012 – 6:00 pm
McAlester City Hall – Council Chambers
28 E. Washington

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

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

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

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

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

CALL TO ORDER

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

Pastor, Robert L. Tate, First Indian Baptist Church

ROLL CALL

CITIZENS COMMENTS ON NON-AGENDA ITEMS

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

CONSENT AGENDA

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

- A. Approval of the Minutes from the April 24, 2012 Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of the Minutes from the May 8, 2012 Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- C. Approval of Claims for May 1-15, 2012. *(Toni Ervin, Chief Financial Officer)*
- D. Accept and place on file the 1st Quarter Report for Oklahomans for Independent Living. *(Cora Middleton, City Clerk)*
- E. Concur with Mayor's Re-Appointment of Walter Bethune to the Audit and Finance Advisory Committee for a term to expire March 2014. *(Mayor Steve Harrison)*
- F. Authorize the Mayor to sign an Annual Engagement Letter with Crawford & Associates, P.C., for the period of July 1, 2012 through June 30, 2013. *(Cora Middleton, City Clerk)*
- G. Approve and Authorize the Mayor to sign a One (1) year Fire Alarm and Sprinkler inspection agreement with SimplexGrinnell for the period of June 1, 2012 through May 31, 2013, for the Southeast Expo Center. *(Cora Middleton, City Clerk)*
- H. Approve and Authorize the Mayor to sign a Billing and Collection Agreement with Aetna Health Management, LLC. *(Peter J. Stasiak, City Manager)*

ITEMS REMOVED FROM CONSENT AGENDA**PUBLIC HEARING**

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

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

- AN ORDINANCE TO CLOSE THE FOLLOWING PLATTED ROADWAY: THE ROADWAY LYING BETWEEN LOTS 55 AND 77, IN TOWNSITE ADDITION NO. 4, PITTSBURG COUNTY, STATE OF OKLAHOMA AND TO RETAIN A TWENTY (20) FOOT UTILITY EASEMENT.
- AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2392 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2011-2012; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

SCHEDULED BUSINESS

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

Executive Summary

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

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

Executive Summary

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

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

Executive Summary

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

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

Executive Summary

Discussion regarding the services and reliability with Allegiance Communications.

5. Consider, and act upon, an Ordinance amending Ordinance No. 2392 which established the budget for fiscal year 2011-2012; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, Chief Financial Officer)*

Executive Summary

Motion to approve the budget amendment ordinance.

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

Executive Summary

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

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

Executive Summary

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

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

Executive Summary

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

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

Executive Summary

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

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

Executive Summary

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

11. Consider, and act upon, authorizing the Mayor to sign a contract between the City of McAlester and Traffic Signals, Inc. to construct the Traffic Signal Improvements at the

intersection of Wyandotte Avenue and Strong Boulevard for the bid price of \$130,076.94. *(John C. Modzelewski, PE, City Engineer and Public Works Director)*

Executive Summary

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

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

Executive Summary

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

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

Executive Summary

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

NEW BUSINESS

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

CITY MANAGER’S REPORT (Peter J. Stasiak)

- Report on activities for the past two weeks.

REMARKS AND INQUIRIES BY CITY COUNCIL

MAYORS COMMENTS AND COMMITTEE APPOINTMENTS

RECESS COUNCIL MEETING

CONVENE AS McALESTER AIRPORT AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the May 8, 2012 Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item C, regarding claims ending May 15, 2012. *(Toni Ervin, Chief Financial Officer)*

ADJOURN MAA**CONVENE AS McALESTER PUBLIC WORKS AUTHORITY**

Majority of a Quorum required for approval

- Approval of the Minutes from the May 8, 2012 Regular Meeting of the McAlester Public Works Authority *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item C, regarding claims ending May 15, 2012. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 1, Proposed Budget for the CDBG-EDIF Hampel Oil Distributors, Inc. Water Line/Railroad Crossing Project. *(Peter J. Stasiak, City Manager and Millie Vance, Private Consultant)*
- Confirm action taken on City Council Agenda Item 2, a Resolution on Leverage Funds for CDBG-EDIF – Hampel Oil Distributors, Inc. Water Line/Railroad Crossing Project. *(Peter J. Stasiak, City Manager and Millie Vance, Private Consultant)*
- Confirm action taken on City Council Agenda Item 3, approval of contract with Millie Vance, Inc. to prepare CDBG-EDIF grant application and provide Administrative Services for the CDBG-EDIF – Hampel Oil Distributors, Inc. Water Line/Railroad Crossing Project and authorize Mayor to sign related documents.
- Confirm action taken on City Council Agenda Item 5, an Ordinance amending Ordinance No. 2392 which established the budget for fiscal year 2011-2012; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 6, a change in zoning from R1-B (Single Family Residential District) to R-2 (Duplex District). *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 7, closing the Roadway lying between Lots 55 and 77, in Townsite Addition No. 4 and to retain a twenty (20) foot utility easement. *(Peter J. Stasiak, City Manager)*

- Confirm action taken on City Council Agenda Item 8, authorizing the Mayor to sign a resolution adopting the Pittsburg County Mitigation Plan for the City of McAlester. (*John C. Modzelewski, PE, City Engineer and Public Works Director*)
- Confirm action taken on City Council Agenda Item 9, Agreement for Engineering Services with IMS Infrastructure Management Services for the development of a Pavement Management Program for the lump sum fee of \$24,700. (*John C. Modzelewski, PE, City Engineer and Public Works Director*)
- Confirm action taken on City Council Agenda Item 10, an Agreement for Engineering Services with Meshek & Associates, PLC for the development of construction plans, specifications and estimates related to the 2012 Proposed CIP Projects for the lumps sum fee of \$24,500. (*John C. Modzelewski, PE, City Engineer and Public Works Director*)
- Confirm action taken on City Council Agenda Item 11, authorizing the Mayor to sign a contract between the City of McAlester and Traffic Signals, Inc. to construct the Traffic Signal Improvements at the intersection of Wyandotte Avenue and Strong Boulevard for the bid price of \$130,076.94. (*John C. Modzelewski, PE, City Engineer and Public Works Director*)
- Confirm action taken on City Council Agenda Item 12, Change Order No. 1 – Final and Contractor’s Pay Estimate No. 3– Final for the Highway 69 Utility Relocation Sewer Project. Change Order No. 1 reconciles the final quantities and results for an addition of \$9,687.50 to the contract amount resulting in a final contract amount of \$209,552.50. (*David Medley, P.E., Utilities Director*)
- Confirm action taken on City Council Agenda Item 13, Final and Contractor’s Pay Estimate No. 4A & 4B - Final for the Highway 69 Utility Relocation Water Project. Change Order No. 2 reconciles the final quantities and results for an addition of \$8,765.00 to the contract amount resulting in a final contract amount of \$572,215.00. (*David Medley, P.E., Utilities Director*)

ADJOURN MPWA

CONVENE AS MCALESTER RETIREMENT TRUST AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the April 24, 2012, Regular Meeting of the McAlester Retirement Trust Authority. (*Cora Middleton, City Clerk*)
- Approval of Retirement Benefit Payments for the Period of May 2012. (*Toni Ervin, Interim Chief Financial Officer*)

ADJOURN MRTA

RECONVENE COUNCIL MEETING

ADJOURNMENT

CERTIFICATION

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

Cora M. Middleton, City Clerk

Council Chambers
Municipal Building
April 24, 2012

The McAlester City Council met in Regular session on Tuesday, April 24, 2012, at 6:00 P.M. after proper notice and agenda was posted, April 20, 2012, at 5:15 P. M.

Call to Order

Mayor Harrison called the meeting to order.

Pastor Glenn Meyers, Trinity Lutheran Church gave the invocation and led the Pledge of Allegiance.

Roll Call

Council Roll Call was as follows:

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

1. Recess the meeting of the City of McAlester City Council to be reconvened on Thursday, April 26, 2012 at 5:30 p.m.

Mayor Harrison recessed the Regular meeting at 6:01 P.M., stating that the meeting would reconvene on Thursday, April 26, 2012 at 5:30 P.M.

The Regular meeting was reconvened at 5:30 P.M., Thursday, April 26, 2012.

Vice-Mayor Mason was absent at the start of the Reconvened meeting.

Staff Present: Peter J. Stasiak, City Manager; John C. Modzelewski, City Engineer/Public Works Director; Mel Priddy, Community Services Director; Jim Lyles, Police Chief; Brett Brewer, Fire Chief; Toni Ervin, Chief Finance Officer; William J. Ervin, City Attorney and Cora Middleton, City Clerk

Citizen's Comments on Non-agenda Items

There were none.

Consent Agenda

- A. Approval of the Minutes from the March 27, 2012 Special Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of the Minutes from the March 27, 2012 Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- C. Approval of Claims for April 4 through April 17, 2012. *(Toni Ervin, Chief Financial Officer)*
In the following amounts: General Fund - \$127,234.52; Parking Authority - \$102.84; Nutrition - \$1,675.70; Landfill Res./Sub-Title D - \$1,102.50; Employee Retirement - \$12,037.50; SE Expo Center - \$8,326.53; E-911 - \$6,468.18; Economic Development - \$328.00; Fleet Maintenance - \$15,451.12; Worker's Compensation - \$941.68 and CIP Fund - \$710.00.
- D. Authorize the Mayor to sign a Resolution directing filing and notification for the publication of biennial supplements to the McAlester City Code of 1972. *(Cora Middleton, City Clerk)* RESOLUTION NO. 12-04.
- E. Ratify a One (1) year State Contract SW403 between City of McAlester and SimplexGrinnell in the amount of \$4,118 for maintenance and annual testing of Fire Alarm System in City Hall. *(Peter J. Stasiak, City Manager)*
- F. Ratify a one (1) year Contract between the City of McAlester and Z-Bird Vending for Full Service Vending. *(Peter J. Stasiak, City Manager)*
- G. Ratify a ten (10) year contract between the City of McAlester and Ronald and Billy Jo Polk for lease of track of land laying north of Lake McAlester. *(Peter J. Stasiak, City Manager)*
- H. Ratify a twenty (20) year contract between the City of McAlester and Union Pacific Railroad Company for lease of lot at Main and Choctaw. *(Peter J. Stasiak, City Manager)*
- I. Ratify an indefinite lease agreement between the City of McAlester and McAlester Scottish Rite Building Company for a parking lot adjacent to the City of McAlester Library. *(Peter J. Stasiak, City Manager)*
- J. Ratify a ninety-nine (99) year lease agreement between the City of McAlester and McAlester Boys' Club for Lots 1, 2, 7, 8 of Block 488, formerly South McAlester. *(Peter J. Stasiak, City Manager)*
- K. Ratify a five (5) year lease-purchase agreement between the City of McAlester and Welch State Bank for a John Deere 410J Backhoe. *(Peter J. Stasiak, City Manager)*

- L. Ratify a thirty (30) year lease agreement between the Pittsburg County Commissioner and City of McAlester for a tract of land in Section 33 and 34, T6N, R14E in Pittsburg County Oklahoma. *(Peter J. Stasiak, City Manager)*
- M. Ratify a year to year until terminated use agreement between the City of McAlester and Independent School District No. 1080 for the use of Pittsburg County Expo Softball Complex. *(Peter J. Stasiak, City Manager)*
- N. Ratify a ninety-nine (99) year lease agreement between the City of McAlester and Board of Education of Frink-Chambers Elementary School C029, Pittsburg County, Oklahoma for a tract of land located in the SW ¼ of Section 25, T5N, R14E *(Peter J. Stasiak, City Manager)*
- O. Ratify an indefinite remote deposit service agreement between the First National Bank and City of McAlester to provide certain electronic capture services, specifically remote deposit capture. *(Peter J. Stasiak, City Manager)*
- P. Ratify a ten (10) year contract between the City of McAlester and the U.S. General Services Administration for the Carl Albert Federal Building/Courthouse located at 301 E. Carl Albert. *(Peter J. Stasiak, City Manager)*
- Q. Ratify a two (2) year letter of engagement for actuarial services between the City of McAlester and Apex Global Partners. *(Peter J. Stasiak, City Manager)*
- R. Ratify an ongoing agreement between the City of McAlester and Fraternal Order of Police, Lodge #97, specifically outlines the policies and procedures for the individually assigned vehicle (IAV) Program. *(Peter J. Stasiak, City Manager)*
- S. Ratify an ongoing Campus Police Agreement between the City of McAlester and the McAlester Public Schools. *(Peter J. Stasiak, City Manager)*
- T. Ratify a ninety-nine (99) year Lease of Real Property between the City of McAlester and DLI McAlester LLC for a DEA Field Office on Airport Road. *(Peter J. Stasiak, City Manager)*
- U. Ratify a twenty-five (25) year contract between the City of McAlester and the McAlester Regional Health Center Authority for a residential structure located on Lot 4 & 5, Block 164, South McAlester. *(Peter J. Stasiak, City Manager)*
- V. Ratify an ongoing New Public Highway Crossing Agreement between the City of McAlester and Union Pacific Railroad Company. *(Peter J. Stasiak, City Manager)*
- W. Ratify an indefinite period for a Facilities Space Agreement between the City of McAlester and Oklahoma Department of Environmental Quality for the Air Quality

Monitoring Site located at the Manager's Airport Control Tower Building. *(Peter J. Stasiak, City Manager)*

Councilman Smith requested that items "F, H and J" be removed for individual consideration.

Mayor Harrison stated that the Consent Agenda consisted of items "A, B, C, D, E, G, I, K, L, M, N, O, P, Q, U, R, S, T, U, V and W". A motion was made by Councilman Read and seconded by Councilman Smith to approve Consent Agenda items "A, B, C, D, E, G, I, K, L, M, N, O, P, Q, U, R, S, T, U, V and W". There was no discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

Items Removed from Consent Agenda

F. Ratify a one (1) year Contract between the City of McAlester and Z-Bird Vending for Full Service Vending. *(Peter J. Stasiak, City Manager)*

Councilman Smith inquired if the Council had to ratify the long term contracts every year. City Attorney Ervin informed the Council that the long term leases had not obligated any funds and therefore did not have to be ratified every year. He added that if some Council member requested that they be ratified annually there would not be any problem with doing so.

Councilman Smith asked if the employees were satisfied with the current vending machine service. Manager Stasiak answered that to his knowledge the City did not have any with the vending machines.

A motion was made by Councilman Karr and seconded by Councilman Smith to ratify a one (1) year Contract between the City of McAlester and Z-Bird Vending for Full Service Vending. There was no further discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

H. Ratify a twenty (20) year contract between the City of McAlester and Union Pacific Railroad Company for lease of lot at Main and Choctaw. *(Peter J. Stasiak, City Manager)*

A motion was made by Councilman Read and seconded by Councilman Smith to Ratify a twenty (20) year contract between the City of McAlester and Union Pacific Railroad Company for lease of lot at Main and Choctaw.

Before the vote, Councilman Smith asked if a fence had been constructed as required by a provision in the contract and if the Recycling Center was going to remain in the Parking lot.

Manager Stasiak stated that the fence had been constructed and the City was currently evaluating the operations of the Recycling Center.

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

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

NAY: None

Mayor Harrison declared the motion carried.

J. Ratify a ninety-nine (99) year lease agreement between the City of McAlester and McAlester Boys' Club for Lots 1, 2, 7, 8 of Block 488, formerly South McAlester. *(Peter J. Stasiak, City Manager)*

A motion was made by Councilman Smith and seconded by Councilman Garvin to ratify a ninety-nine (99) year lease agreement between the City of McAlester and McAlester Boys' Club for Lots 1, 2, 7, 8 of Block 488, formerly South McAlester.

Before the discussion, inquired if the Boy's and Girl's Club was still open and operating in the facility and what had come of their attempts to sell the building.

Manager Stasiak stated that yes the facility was still operating as a Boy's and Girl's Club. City Attorney Ervin stated that the facility would revert to the City when the lease was up and it could not be sold to anyone without the consent of the City.

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

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

NAY: None

Mayor Harrison declared the motion carried.

A motion was made by Councilman Karr and seconded by Councilman Read for a Public Hearing concerning the Proposed Capital Program for fiscal year 2012-2013 for the City of McAlester and an Ordinance amending the City of McAlester budget for fiscal year 2011-2012.

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

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

NAY: None

Mayor Harrison declared the motion carried and the Public Hearing was opened at 5:44 P.M.

Public Hearing

- A Public Hearing on the proposed Capital Program for FY 2012/2013 – 2016/2017 for the City of McAlester.
- An Ordinance of the City of McAlester, Oklahoma, amending Ordinance No. 2392 which established the budget for fiscal year 2011-2012; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency.

There were no comments on either of the Public Hearing items and Councilman Read moved to close the Public Hearing. The motion was seconded by Councilman Garvin and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried and the Public Hearing was closed at 5:45 P.M.

Scheduled Business

1. Discussion and Quarterly Report for McAlester Regional Health Center. *(David Keith, CEO, McAlester Regional Hospital Center)*

Executive Summary

McAlester Regional Health Center Quarterly Report.

Mr. David Keith addressed the Council, by first introducing his staff that was in attendance at the meeting. He then reviewed a brief Power Point with the Council, updating them on the current ranking of the hospital and the various activities at the hospital. Mr. Keith then reviewed the hospital's financials through March of 2012 and commented on the hospital's recruiting efforts.

Councilman Garvin commented that he had seen a big improvement in the hospital since Mr. Keith had arrived.

Councilman Karr commented on the number of citizens that received medical care in other cities and asked if the hospital would have room to accommodate new doctors.

There was no further discussion, and no vote was taken on this item.

2. Consider, and act upon, an Ordinance amending Ordinance No. 2392 which established The budget for fiscal year 2011-2012; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, Chief Financial Officer)*

Executive Summary

Motion to approve the budget amendment ordinance.

ORDINANCE NO. 2419

AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2392 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2011-2012; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

A motion was made by Councilman Smith and seconded by Councilman Garvin to approve **ORDINANCE NO. 2419**, amending the budget for fiscal year 2011-2012.

Before the vote, Ms. Ervin reviewed the amendment with the Council. Manager Stasiak commented on the amendment for the Worker's Compensation account explaining that the City was faced with exorbitant amounts of claims that had settled in the current year. He stated that a number of those claims were related to prior years.

There was a brief discussion among the Council including Manager Stasiak and Ms. Ervin concerning Worker's Compensation, and the training that had been furnished to the employees.

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

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

Mayor Harrison declared the motion carried.

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

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

Mayor Harrison declared the motion carried.

3. Discussion and update on Financials as of March 31, 2012. *(Toni Ervin, Chief Financial Officer)*

Executive Summary

Discussion and Presentation of Financial Reports as of March 31, 2012.

Ms. Ervin reviewed the financials as presented to the Council. During the review she commented that in the General Fund the revenues were up and the expenditures were down. She commented that all of the funds were looking good.

Mayor Harrison inquired about the Raw Water Sales and how it compared to previous periods.

Manager Stasiak commented that those revenues were connected to the wells that being drilled in the area and he was not aware of any wells in the future in the area.

There was no vote on this item.

4. **Tabled from Previous Meeting.** Discussion and possible action on Agreement between the City of McAlester and McAlester Public Schools for Funding of \$15,000 in support of the 2012 Junior Sunbelt Baseball Classic scheduled for June 7-14, 2012. *(Peter J. Stasiak, City Manager)*

Executive Summary

Motion to approve funding of \$15,000 and authorizing the Mayor to sign agreement between the City of McAlester and McAlester Public Schools for the 2012 Junior Sunbelt Baseball Classic scheduled for June 7-14, 2012.

A motion was made by Councilman Garvin and seconded by Councilman Karr to approve funding in the amount of \$15,000.00 and authorize the Mayor to sign and agreement between the City of McAlester and McAlester Public Schools for the 2012 Junior Sunbelt Baseball Classic scheduled for June 7-14, 2012.

Before the vote, Manager Stasiak explained that based on the discussion at the last meeting, and completion of an additional appropriation of \$8,000.00, the total funding for the event had been raised to \$15,000.00.

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

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

NAY: None

Mayor Harrison declared the motion carried.

5. Consider, and act upon, a request by Eastern Oklahoma State College – GEAR UP Program to partner with them for the rental fee in the amount of \$315.00 for the use of the Expo Center on May 7th, 2012.

Executive Summary

Consider approving this partnership request in the amount of \$315.00.

Councilman Garvin moved to approve the request by Eastern Oklahoma State College – GEAR UP Program to partner with them for the rental fee in the amount of \$315.00 for the use of the Expo Center on May 7th, 2012. The motion was seconded by Councilman Read.

Before the vote, Mel Priddy distributed a letter from Eastern Oklahoma State College explaining that the original room was not big enough to accommodate the number of participants and they were requesting that the partnership be increased to \$875.00.

Councilman Smith inquired about cohort schools.

Debbie Walters the Professional Development Coordinator for Eastern Oklahoma State College explained that they were the sixth (6th) and seventh (7th) grade students that would attend and then the program would follow them as they move through their senior year of high school and their freshman year in college.

Mayor Harrison stated that the Council would be voting on a Partnership request of \$875.00 instead of \$315.00.

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

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

NAY: None

Mayor Harrison declared the motion carried.

6. Consider and act upon a Personal Services Agreement with QwikGro Erosion Control, LLC for hay baling on the McAlester Water Shed, the Southside Business Development Center, and the Steven Taylor Industrial Park in the amount of \$7100.00.

Executive Summary

Motion to approve a Personal Services Agreement with QwikGro Erosion Control for hay baling in the amount of \$7100.00.

A motion was made by Councilman Garvin and seconded by Councilman Read to approve a Personal Services Agreement with QwikGro Erosion Control, LLC for hay baling on the McAlester Water Shed, the Southside Business Development Center, and the Steven Taylor Industrial Park in the amount of \$7100.00.

Before the vote, Mel Priddy explained to the Council that there had been a lot of interest in the hay this year and there had been six (6) bids received by the City.

City Attorney Ervin commented about the indemnity protection that had been built into the contract and he thanked Mr. Priddy for insuring that the insurance requirements had been met by the successful bidder.

After a brief discussion between Councilman Read and Attorney Ervin regarding the term of the contract and the expiration date of the insurance, the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

7. Consider and act upon, a quote from AT&T for the upgrade of existing data and equipment in the E-911 Dispatch Center, utilizing the current E-911 Grant. *(Jim Lyles, Police Chief)*

Executive Summary

Motion to approve the quote for an upgrade to the current E-911 equipment, utilizing the E-911 Grant.

A motion was made by Councilman Karr and seconded by Councilman Smith to accept a quote from AT&T for the upgrade of existing data and equipment in the E-911 Dispatch Center, utilizing the current E-911 Grant.

Before the vote, Chief Lyles addressed the Council explaining that this was a request to upgrade the mapping system in the E911 Center. He added that this would also allow a mapping position to be placed at the Pittsburg County Sheriff's Office and that would allow the county dispatchers to see the same thing that the City's dispatchers saw. Chief Lyles informed the Council that the grant would end in December 2012, so it was important to get the process started so that the equipment could be ordered and installed and the City to receive the 50% match from the grant.

Councilman Smith inquired as to when this project would be completed. Chief Lyles stated that he didn't get an exact date but once the equipment was ordered it shouldn't take very long.

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

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

NAY: None

Mayor Harrison declared the motion carried.

8. Consider and act upon, awarding a bid to BullEx, Inc., in the amount of \$74,740.00 for one Fire Safety Training Trailer. *(Brett Brewer, Fire Chief)*

Executive Summary

Motion to approve a bid award to purchase one new and unused Fire Safety Training Trailer. In the amount of \$74,740.00.

A motion was made by Councilman Read and seconded by Garvin to award a bid to BullEx, Inc., in the amount of \$74,740.00 for one Fire Safety Training Trailer.

Before the vote, Chief Brewer addressed the Council explaining that the McAlester Fire Department had received a grant from FEMA for the purchase of a Fire Safety Training Trailer in an amount not to exceed \$75,000.00 with the City contributing 5% of the cost. Chief Brewer informed the Council on April 2, 2012 the Fire Department opened bids and had received only one bid from BullEx, Inc. in the amount of \$89,680.00. He stated that they were able to remove extra accessories and bring the bid down to \$74,740.00 with the City matching 5% of the funding.

After a discussion among the Council including City Attorney Ervin, Manager Stasiak and Chief Brewer regarding what the trailer would be used for, if the bid process had been correctly followed and what the State Statute concerning bidding actually addressed, the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

9. **Tabled from Previous Meeting.** Consider, and act upon, an Agreement for Engineering Services with Meshek & Associates, PLC for the design of drainage improvements

design at the intersection of Mallard Lane and Flamingo Road. (*John C. Modzelewski, PE, City Engineer and Public Works Director*)

Executive Summary

Motion to approve authorizing the Mayor to sign an Agreement for Engineering Services with Meshek & Associates, PLC for the design of drainage improvements design at the intersection of Mallard Lane and Flamingo Road.

A motion was made by Councilman Garvin and seconded by Councilman Read to approve and authorize the Mayor to sign an Agreement for Engineering Services with Meshek & Associates, PLC for the design of drainage improvements design at the intersection of Mallard Lane and Flamingo Road.

Before the vote, John Modzelewski addressed the Council explaining that this agreement would allow Meshek & Associates PLC to provide engineering services for the design and drainage improvements design at the intersection of Mallard Land and Flamingo Road.

City Attorney Ervin informed the Council that he had reviewed the agreement and made sure that all attachments had been included.

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

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

NAY: None

Mayor Harrison declared the motion carried.

10. Consider and act upon, a Resolution to adopt the Capital Improvement Program 2012/2013-2016/2017. (*Peter J. Stasiak, City Manager*)

Executive Summary

Motion to approve a Resolution adopting the Capital Improvement Program.

A motion was made by Councilman Read and seconded by Councilman Smith to adopt RESOLUTION NO. 12-05, adopting the Capital Improvement Program 2012/2013-2016/2017.

Before the vote, Manager Stasiak commented that this was the same document that had been presented during the workshop. He added that they had tried to steer away from a want list to a prioritized need list. There was no other discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

New Business

There was no new business.

City Manager's Report

Manager Stasiak reported that last week that he, the Mayor and Staff had attended an Emergency Management activity at the Expo sponsored by the Emergency Management office here in McAlester. He reported that the City had renewed its efforts with PSO in the model city program. He added that it was the City's intent to replace all of the traffic lights in the City with LED lights. He stated that this program would lower the cost of the lights and LED lights used much less electricity.

Councilman Karr asked if the City had looked into programs for replacing heat and air units. Manager Stasiak stated that the City had reviewed that program.

Councilman Smith commented on the life of florescent bulb and their production.

Remarks and Inquiries by City Council

Council members Read, Smith, Karr and Garvin did not have comments for the evening.

Mayor's Comments and Committec Appointments

Mayor Harrison asked Stephanie Shafer to update the Council on Pride In McAlester's April Cleanup.

Ms. Shafer addressed the Council stating that this had been a fantastic month. She informed the Council that Sixth Ward had gotten forty-one (41) fire hydrants painted; the group had been working the cleanup since the 7th of April. She stated that she did not have numbers yet but last Saturday they had two hundred eighty (280) vehicles through. That was a record for Pride In McAlester. She then invited all of the Council to the celebration Saturday evening. She commended all of the volunteers. She informed the Council that she would present them with the information on the Cleanup in May.

Mayor Harrison commented on committee appointments, stating that Councilman Garvin had asked about input on the openings from the Council. Mayor Harrison stated that he would welcome any input from the Council. He then distributed lists of committees that had vacancies that needed to be filled. Among those were the Ethics Board with two (2) vacancies; the McAlester Housing Authority with one (1) vacancy; the Personnel Board with two (2) vacancies; the Planning and Zoning Commission with one (1) vacancy and the Park Board that had recently been re-established that needed the entire board appointed.

Recess Council Meeting

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

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

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

Mayor Harrison declared the motion carried and the meeting was recessed at 7:00 P.M.

Reconvene Council Meeting

The Regular Meeting was reconvened at 7:02 P.M.

Councilman Read moved to recess the Regular Meeting for and Executive Session to discuss negotiations concerning employees and representatives of employee groups: IAFF, in accordance with Title 25, Sec. 307.B.2 and to discuss the employment, hiring, appointment, promotion, demotion, disciplining or resignation of any individual salaried public officer or employee: City Manager, Peter J. Stasiak; City Clerk, Cora Middleton, in accordance with Title 25, Sec. 307.B.1. The motion was seconded by Councilman Smith.

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

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

Mayor Harrison declared the motion carried and the Regular Meeting was recessed at 7:04 P.M.

Executive Session

- 1) Proposed executive session pursuant to Title 25, Sec. 307 (B) (2) to discuss negotiations concerning employees and representatives of employee groups: IAFF
- 2) 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 Manager, Peter J. Stasiak; City Clerk, Cora Middleton.

Vice-Mayor Mason arrived at 7:04 P.M.

Reconvene Council Meeting

The Regular Meeting was reconvened at 9:24 P.M. Mayor Harrison reported that the Council had recessed the Regular Meeting for an Executive Session to discuss negotiations concerning employees and representatives of employee groups: IAFF, in accordance with Title 25, Sec. 307.B.2 and to discuss the employment, hiring, appointment, promotion, demotion, disciplining or resignation of any individual salaried public officer or employee: City Manager, Peter J. Stasiak; City Clerk, Cora Middleton, in accordance with Title 25, Sec. 307.B.1. Only those matters were discussion, no action was taken, and the Council returned to open session at 9:24 P.M., and this constituted the Minutes of the Executive Session.

- Consider, and Act Upon the City Manager Contract.

Vice-Mayor Mason moved to approve the City Manager's contract as discussed and written and as presented to the City Manager for his approval and following the City Manager's signature, authorize the Mayor to sign the contract. The motion was seconded by Councilman Smith.

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

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

NAY: None

Mayor Harrison declared the motion carried.

Adjournment

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

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

NAY: None

Mayor Harrison declared the motion carried, and the meeting was adjourned at 9:26 P.M.

ATTEST:

Steve Harrison, Mayor

Cora Middleton, City Clerk

Council Chambers
Municipal Building
May 8, 2012

The McAlester City Council met in Regular session on Tuesday, May 8, 2012, at 6:00 P.M. after proper notice and agenda was posted, April 20, 2012, at 5:15 P. M.

Call to Order

Vice-Mayor Mason called the meeting to order.

Mother Stephanie Swinnea, All-Saints Episcopal Church

Roll Call

Council Roll Call was as follows:

Present: Weldon Smith, Travis Read, Robert Karr, Buddy Garvin, & Sam Mason

Absent: Steve Harrison

Presiding: Sam Mason, Vice-Mayor

Staff Present: Mel Priddy, Acting City Manager; Toni Ervin, Chief Finance Officer; William J. Ervin, City Attorney and Cora Middleton, City Clerk

Citizen's Comments on Non-agenda Items

Carol Ervin addressed the Council informing them that Main Street had their first Streetscape meeting and the next meeting would be May 31, 2012 at 5:30 P.M. in the second floor conference room at City Hall. She also invited everybody to visit culturefestok.com and see all of the organizations that were involved in bringing this festival to McAlester.

Stephanie Shafer presented Councilman Karr with the 2012 Trash Tournament winner for the Ward division. She then presented the City Council with a certificate of appreciation. Ms. Shafer informed the Council that during the month of April over 293,000 pounds of trash, over 500 tires, more than a thousand vehicles had pulled through the Armory to unload items, over 1700 people had worked through out the City and they had collected more than 28,000 pounds of electronics. She stated that they were still waiting on some of the other figures for paper shredding and household hazardous waste.

Consent Agenda

- A. Approval of the Minutes from the April 10, 2012 Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*

- B. Approval of the Minutes from the April 13, 2012 Special Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- C. Approval of Claims for April 18 through May 1, 2012. *(Toni Ervin, Chief Financial Officer)*
In the following amounts: General Fund - \$99,863.91; Nutrition - \$795.52; Landfill Res./Sub-Title D - \$5,641.00; Airport Grant - \$23,647.00; Tourism Fund - \$3,616.76; SE Expo Center - \$7,355.09; E-911 - \$823.47; Economic Development - \$93,143.48; CDBG Grants Fund - \$11,009.31; Fleet Maintenance - \$24,196.03 and CIP Fund - \$18,661.84.
- D. Ratify a One (1) year Lease Number 131 between City of McAlester and First National Bank for a 2009 M2-106 Freightliner tandem axle Truck VIN: 1FVHCYBS59DAN2552 and a 2009 M2-106 Freightliner tandem axle Truck VIN: 1FVHCYBS39DAN2551. *(Cora Middleton, City Clerk)*
- E. Ratify a One (1) year Lease Number 134 between City of McAlester and First National Bank for a 2006 Caterpillar D7R11WDA S/N#AEC00983 and a 2000 Al-Jon Trash Compactor S/N#13652 with all accessions and accessories. *(Cora Middleton, City Clerk)*

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

AYE: Councilman Smith, Read, Karr, Garvin & Vice-Mayor Mason
NAY: None

Vice-Mayor Mason declared the motion carried.

A motion was made by Councilman Smith and seconded by Councilman Read for a Public Hearing concerning an Ordinance amending the City of McAlester budget for fiscal year 2011-2012.

There was no discussion, or vote and the Public Hearing was opened at 6:07 P.M.

Public Hearing

- **An Ordinance of the City of McAlester, Oklahoma, amending Ordinance No. 2392 which established the budget for fiscal year 2011-2012; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency.**

There were no comments on either of the Public Hearing items and Councilman Smith moved to close the Public Hearing. The motion was seconded by Councilman Garvin and the vote was taken as follows:

AYE: Councilman Read, Karr, Garvin, Smith & Vice-Mayor Mason
NAY: None

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

Scheduled Business

1. Consider, and act upon, an Ordinance amending Ordinance No. 2392 which established the budget for fiscal year 2011-2012; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, Chief Financial Officer)*

Executive Summary

Motion to approve the budget amendment ordinance.

ORDINANCE NO. 2420

AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2392 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2011-2012; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

A motion was made by Councilman Read and seconded by Councilman Smith to approve **ORDINANCE NO. 2420**.

Before the vote, Toni Ervin addressed the Council reviewing the amendment for improvements to the Animal Control Facility.

After a brief discussion among the Council regarding the improvements and why dogs were still kept at the facility, the vote was taken as follows:

AYE: Councilman Karr, Garvin, Smith, Read & Vice-Mayor Mason

NAY: None

Vice-Mayor Mason declared the motion carried.

A motion was made by Councilman Read and seconded by Councilman Karr to approve the EMERGENCY CLAUSE. There was no discussion and the vote was taken as follows:

AYE: Councilman Garvin, Smith, Read, Karr & Vice-Mayor Mason

NAY: None

Vice-Mayor Mason declared the motion carried.

2. Submittal of the Preliminary Annual Operating Budget for FY 2012/2013. *(Toni Ervin, Chief Financial Officer for Peter J. Stasiak, City Manager)*

Executive Summary

Set a Special Workshop Session for May 15th to discuss and review the 2012/2013 Preliminary Budget.

Ms. Ervin addressed the Council informing them that the preliminary budget was balanced and had approximately \$1.8 million in Capital Projects included in the Budget. She then informed the Council of the various Capital Projects.

Vice-Mayor Mason commented that a workshop had not been scheduled at this time and then asked for a motion to schedule.

Councilman Read moved in accordance with Section 2.10 of the City of McAlester City Charter for the Council members currently present to set a Special Meeting of the City Council at 5:30 P.M. on Tuesday, May 15, 2012, in the Council Chambers to review and discuss the 2012/2013 City of McAlester Preliminary Budget. The motion was seconded by Councilman Smith.

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

AYE: Councilman Smith, Read, Karr, Garvin & Vice-Mayor Mason

NAY: None

Vice-Mayor Mason declared the motion carried.

3. Consider, and act upon, an Agreement with Liberty Pyrotechnics, LLC in the amount of \$13,495 for the 2012 Fireworks Display scheduled for July 4th. (*Mel Priddy, Director of Community Services*)

Executive Summary

Approve motion and sign agreement for the 2012 Firework Display with **Liberty Pyrotechnics, LLC** in the amount of \$13,495.00. Liberty is the lowest bidder and provides nearly twice the number of shots to be fired.

Mel Priddy commented that the Staff was recommending that Liberty Pyrotechnics be awarded the bid for the contract for the 2012 Fireworks Display. He stated that this would be a new vendor. He explained that this company would offer more shells during the display. Mr. Priddy explained that the original contract had requested 50% of the money up front but lowered that amount to 30%. He commented that the City Attorney had some concerns that he would address with the Council.

Attorney Ervin recommended that the following lines in the last paragraph of the contract be stricken "The parties acknowledge and agree that any legal action commenced regarding this contract or collection shall be brought in the Circuit Court of Jasper County, Missouri, and that Missouri law shall govern the determination of rights, responsibilities and remedies. Buyer shall further be entirely responsible for any attorney fees and court cost incurred by Seller in enforcing its rights under this contract and to collect any unpaid balance."

A motion was made by Councilman Read and seconded by Councilman Karr to approve the agreement with Liberty Pyrotechnics, LLC for the 2012 Fireworks Display in the amount of \$13,495.00.

There was a brief discussion among the Council, Mr. Priddy and Attorney Ervin concerning rain delays, how this company could double the number of shots and still come in lower than the other bids and if this event had funding appropriated or if the Council would have to address an amendment.

Mr. Priddy informed the Council that First National Bank had donated \$10,000.00 for the Firework display again this year and the City had budgeted for the entire show.

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

AYE: Councilman Smith, Read, Karr, Garvin & Vice-Mayor Mason

NAY: None

Vice-Mayor Mason declared the motion carried.

4. Consider, and act upon, an Agreement for Engineering Services with Meshek & Associates, PLC for the analysis of the upper 640 acres of the Tributary C drainage basin of Sandy Creek. (*John D. 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 Meshek & Associates, PLC for the analysis of the upper 640 acres of the Tributary C drainage basin of Sandy Creek.

Cliff Pitner addressed the Council explaining this agreement with Meshek & Associates, PLC, if approved, would provide engineering services for the drainage study of the Sandy Creek Tributary C Drainage Study. He explained that this project was separate from the Stormwater Project that was ongoing. This Study would develop a detailed hydrology model, detailed channel hydraulics, floodplain analysis and help to address some of the street flooding that the City has experienced along Hardy Springs Road and South Ninth Street.

Councilman Smith asked what Meshek & Associates could do that the City engineers could not do and how long would this project take.

Mr. Pitner explained that the City could do small projects but was not equipped to handle a large project like this. He added that the project should take around ninety (90) days.

A motion to approve and authorize the Mayor to sign an agreement for Engineering Service with Meshek & Associates, PLC for the analysis of the upper 640 acres of the Tributary C drainage basin of Sandy Creek was made by Councilman Karr and seconded by Councilman Read.

Before the vote, Vice-Mayor Mason commented that this study was way overdue and that many of the problems in that area may have been avoided if a study like this had been done earlier. He also stated that the City now had an Ordinance in place the required a study of this type before any construction. There was no further discussion, and the vote was taken as follows:

AYE: Councilman Karr, Garvin, Smith, Read & Vice-Mayor Mason

NAY: None

Vice-Mayor Mason declared the motion carried.

New Business

There was no new business.

City Manager's Report

There was no City Manager's report.

Remarks and Inquiries by City Council

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

Councilman Karr thanked Pride In McAlester for their efforts in helping to clean McAlester. He commended the City Manager and Mr. Priddy. He commented that the Street Patcher had been working in Fourth Ward and had patched several potholes

Mayor's Comments and Committee Appointments

Vice-Mayor Mason had no comments for the meeting.

Recess Council Meeting

Vice-Mayor Mason asked for a motion to recess the Regular Meeting to convene the Authorities. Councilman Garvin 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 Karr, Garvin, Smith, Read & Vice-Mayor Mason

NAY: None

Vice-Mayor Mason declared the motion carried and the meeting was recessed at 6:26 P.M.

Reconvene Council Meeting

Vice-Mayor Mason asked for a motion to adjourn the McAlester Public Works Authority and reconvene the Regular Council Meeting.

A motion was made by Councilman Smith and seconded by Councilman Read to adjourn the McAlester Public Works Authority and reconvene the Regular Council Meeting.

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

AYE: Councilman Karr, Garvin, Smith, Read & Vice-Mayor Mason

NAY: None

Vice-Mayor Mason declared the motion carried and the Regular Meeting was reconvened at 6:30 P.M.

Adjournment

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

AYE: Councilman Read, Karr, Garvin, Smith & Vice-Mayor Mason

NAY: None

Vice-Mayor Mason declared the motion carried, and the meeting was adjourned at 6:31 P.M.

ATTEST:

Sam Mason, Vice-Mayor

Cora Middleton, City Clerk

CLAIMS FROM

**MAY 1, 2012
THRU
MAY 15, 2012**

PACKET: 08153 CLAIMS FOR 5/22/2012

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
	ALBERT SMITH	I-201205023674	01 -5548207	CLOTHING ALLO ALBERT SMITH: BOOT ALLOWANCE	059933	100.00
	SHAWN SMITH	I-201205093689	01 -5653331	EMPLOYEE TRAV TRAVEL EXP FOR SAFETY CONF	059908	115.22
	OKLA FARM BUREAU	I-CLAIMS #201260275	01 -5215323	DAMAGES VEHICLE REPAIRS-A JONES	059922	1,792.17
01-A00029	"A" PLUS LAWN SERVICE					
		I-APRIL 2012	01 -5542308	CONTRACTED SE MONTHLY MOWING CONTRACT	059923	1,250.00
01-A00170	AGA PAPER CO.					
		I-342901	01 -5548208	REPAIRS & MAI JANITORIAL SUPPLIES	059925	670.14
01-A00199	ADAPCO, INC.					
		I-38322	01 -5542206	CHEMICALS MOSQUITO SPRAY FOR CITY	059926	2,337.75
01-A00200	ADAMS TRUE VALUE					
		I-232191	01 -5542703	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	059927	118.01
		I-232399	01 -5544706	CHEMICALS FERTILIZER FOR SEC FIELDS	059927	720.00
01-A00362	ALLEGIANCE COMMUNICATIO					
		I-201205023670	01 -5432328	INTERNET SERV INTERNET SVS-DET DIV	059934	116.75
		I-201205023670	01 -5431328	INTERNET SERV INTERNET SVS-EMER RESP CENTER	059934	62.95
		I-201205093685	01 -5542328	INTERNET SERV INTERNET SVS-PARKS SHOP	059910	75.65
		I-201205093685	01 -5548328	INTERNET SERV INTERNET SVS-FAC. MAINT	059910	75.65
		I-201205093685	01 -5665328	INTERNET SERV INTERNET SVS-STREETS T/C	059910	75.65
		I-201205093685	01 -5542328	INTERNET SERV INTERNET SVS-STIPE CTR	059910	72.95
01-A00751	ATWOODS					
		I-1023/9	01 -5665218	STREET REPAIR TARPS & STRAPS-ROLLOFF	059932	159.97
		I-1078/9	01 -5665218	STREET REPAIR TARPS & STRAPS-ROLLOFF	059932	14.00
		I-1061/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	059932	164.48
		I-1065/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	059932	17.44
		I-1066/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	059932	109.97
01-A00770	AUTO PARTS CO					
		I-904606	01 -5432203	REPAIR & MAIN MISC REPAIR ITEMS AS NEED	059934	707.49
		I-905041	01 -5432203	REPAIR & MAIN MISC REPAIR ITEMS AS NEED	059934	80.72
		I-905462	01 -5432203	REPAIR & MAIN MISC REPAIR ITEMS AS NEED	059934	270.65
		I-905584	01 -5432203	REPAIR & MAIN MISC REPAIR ITEMS AS NEED	059934	105.83
01-B00089	BANK OF OKLAHOMA					
		I-5069715	01 -5547308	CONTRACTED SE FERPETUAL CARE ADMIN FEES	059936	325.53
01-B00180	BEMAC SUPPLY					
		I-S1655848.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	059937	72.32
		I-S1657131.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	059937	44.24
		I-S1657152.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	059937	11.15
		I-S1658404.001	01 -5543203	REPAIRS & MAI POOL MAINT. PARTS	059937	36.67
		I-S1658478.001	01 -5543203	REPAIRS & MAI POOL MAINT. PARTS	059937	175.09
		I-S1658610.001	01 -5543203	REPAIRS & MAI POOL MAINT. PARTS	059937	25.15

PACKET: 08153 CLAIMS FOR 5/22/2012

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00490	BRIGGS PRINTING	I-54112-2	01 5322319	MISCELLANEOUS CITY ORDINANCE BROCHURES	059939	407.50
01-CC0100	CLEET	I-201205093692	01 -2100	CLEET PAYABLE CLEET FEES DUE	059913	4,394.75
01-C00195	CARROT-TOP INDUSTRIES, I	I-C11220112	01 -5547203	REPAIRS & MAI FLAGS FOR CEMETERY	059941	60.58
01-C00245	CATHEY & ASSOCIATES, L.	I-31103	01 -5542316	REPAIRS & MAI DOOR REPAIRS @ SKATEPARK	059942	100.00
01-C00320	CENTERPOINT ENERGY ARKL	I-201205023667	01 -5215314	GAS UTILITY GAS UTIL-LIBRARY	059835	64.49
		I-201205023667	01 -5215314	GAS UTILITY GAS UTIL-EMER RESP CTR	059835	27.61
		I-201205023667	01 -5215314	GAS UTILITY GAS UTIL-N FIRE ST	059835	42.47
		I-201205023667	01 -5215314	GAS UTILITY GAS UTIL-OAK HTL	059835	115.29
		I-201205023667	01 -5215314	GAS UTILITY GAS UTIL-MONROE COMPLEX	059835	51.93
		I-201205023667	01 -5215314	GAS UTILITY GAS UTIL-MONROE COMPLEX MAINT	059835	244.47
		I-201205023667	01 -5215314	GAS UTILITY GAS UTIL-CEMETERY OFFICE	059835	28.23
		I-201205023667	01 -5215314	GAS UTILITY GAS UTIL-CITY HALL	059835	100.76
		I-201205023667	01 -5215314	GAS UTILITY GAS UTIL-STIPE CENTER	059914	324.27
01-C00646	COMPTON ELECTRIC	I-1492	01 -5544203	REPAIRS & MAI BREAKER FOR LITES 3 SBC	059944	1,227.89
		I-1493	01 -5544203	REPAIRS & MAI REPAIR BALL FIELD LIGHTS	059944	500.00
01-D00006	D & D ELEVATOR INC	I-12040	01 -5549317	ELEVATOR REPA MONTHLY ELEVATOR MAINT	059947	400.00
01-DC0330	DEPT. OF PUBLIC SAFETY	I-04-1214105	01 -5321308	CONTRACTED SE TELETYPE RENTAL	059951	350.30
01-D00540	DOLESE BROTHERS	I-RM12022283	01 -5865218	STREET REPAIR CONCRETE FOR MISC REPAIRS	059952	473.00
		I-RM12024577	01 -5865218	STREET REPAIR CONCRETE FOR MISC REPAIRS	059952	430.00
		I-RM12026203	01 -5865218	STREET REPAIR CONCRETE FOR MISC REPAIRS	059952	516.00
		I-RM12027184	01 -5865218	STREET REPAIR CONCRETE FOR MISC REPAIRS	059952	1,118.00
01-E00204	EMBASSY SUITES	I-11-02540	01 -5432331	EMPLOYE TRAVE TRAVEL EXP - OSFA CONF.	059955	1,068.60
01-E00259	ERGCN ASPHALT & EMULSIO	I-9400883506	01 -5865218	STREET REPAIR OIL FOR DURAPATCH	059957	464.16
01-E00266	ERVIN & ERVIN ATTORNEYS	I-11-02628	01 -5214302	CONSULTANTS LEGAL FEES	060069	2,211.50
01-F00015	FLEETCOR TECHNOLOGIES					

PACKET: 08153 CLAIMS FOR 5/22/2012

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00015 PLFFTCOR TECHNOLOGIES continued						
		I-201205153713	01 -5865212	FUEL EXPENSE FUEL BILL-APRIL-STREETS	059958	312.94
		I-201205153713	01 -5547212	FUEL EXPENSE FUEL BILL-APRIL-CEMETERY	059958	167.14
		I-201205153713	01 -5542212	FUEL EXPENSE FUEL BILL-APRIL-PARKS	059958	256.79
		I-201205153713	01 -5544212	FUEL EXPENSE FUEL BILL-APRIL-RECREATION	059958	239.71
		I-201205153714	01 -5322212	FUEL EXPENSE FUEL EXP - APRIL - ANIMAL CONT	059959	706.32
		I-201205153714	01 -5321212	FUEL EXPENSE FUEL EXP - APRIL - POLICE	059959	10,774.16
		I-201205153714	01 -5431212	FUEL EXPENSE FUEL EXP - APRIL - PARF	059959	1,534.62
		I-201205153714	01 -5542212	FUEL EXPENSE FUEL EXP - APRIL - PARKS	059959	2,601.78
		I-201205153714	01 -5540212	FUEL EXPENSE FUEL EXP - APRIL - FAC MAINT	059959	428.92
		I-201205153714	01 -5865212	FUEL EXPENSE FUEL EXP - APRIL - STREETS	059959	4,582.55
		I-201205153714	01 -5544212	FUEL EXPENSE FUEL EXP - APRIL - RECREATION	059959	45.59
		I-201205153714	01 -5652212	FUEL EXPENSE FUEL EXP - APRIL - COM DEV/COD	059959	405.55
		I-201205153714	01 -5225212	FUEL EXPENSE FUEL EXP - APRIL - IT	059959	135.59
		I-201205153714	01 -5652212	FUEL EXPENSE FUEL EXP - APRIL - HR/SAFETY	059959	39.18
		I-201205153714	01 -5547212	FUEL EXPENSE FUEL EXP - APRIL - CEMETERY	059959	422.09
		I-201205153714	01 -5432212	FUEL EXPENSE FUEL EXP - APRIL - EMS	059959	1,388.21
01-F00141 FIRE STORE						
		I-E955415	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	059960	44.98
01-G00010 G & C RENTAL CENTER, IN						
		I-12202	01 -5543292	REPAIRS & MAI JACK HAMMER FOR JLEE POOL	059961	316.00
01-G00130 GALT'S, AN ARAMARK CO.,						
		I-512137896	01 -5431207	CLOTHING ALLO UNIFORM ALLOWANCE	059962	51.38
01-G00137 GARY ROE						
		I-201205153701	01 -5544308	CONTRACT LABO UMPIRE FEES - 4 GAMES	059963	100.00
01-G00260 GEORGE HALIBURTON						
		I-430942	01 -5652318	ARRANGEMENTS CONTRACT MOWING	059964	511.50
01-H00132 HENRY MOSS TRUCKING						
		I-11 02607	01 -5652319	DEMOLITION DEMO FER FOR HOUSE	059968	2,880.00
01-I00170 IMPRESS OFFICE SUPPLY						
		I-033820	01 -5211207	OPERATING SUP MISC OFFICE SUPPLIES	059971	12.49
		I-033866	01 -5653202	OPERATING SUP MISC OFFICE SUPPLIES	059971	27.52
		I-033889	01 -5547202	OPERATING SUP RECEIPT BOOKS	059971	261.78
		I-033896	01 -5321202	OPERATING SUP MISC OFFICE SUPPLIES	059971	31.34
		I-033902	01 -5211202	OPERATING SUP MISC OFFICE SUPPLIES	059971	14.98
		I-033916	01 -5653202	OPERATING SUP MISC OFFICE SUPPLIES	059971	31.98
		I-33761	01 -5213202	OPERATING SUP MISC OFFICE SUPPLIES	059971	308.86
		I-33790	01 -5213202	OPERATING SUP MISC OFFICE SUPPLIES	059971	62.61
		I-33818	01 -5213202	OPERATING SUP MISC OFFICE SUPPLIES	059971	23.45
		I-33903	01 -5213202	OPERATING SUP MISC OFFICE SUPPLIES	059971	47.32
01-I00115 INTERMEDIX TECHNOLOGIES						

PACKET: 06153 CLAIMS FOR 5/22/2012
 VENDOR SET: 01
 FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-100115	INTERMEDIX TECHNOLOGIES	continued					
		I-201205153696	01	-5432308	CONTRACTED SE EMS BILLING & COLLECTION SVS	059972	2,581.99
01-100140	INDIAN NATION WHOLESALS						
		I-5613839	01	-5544202	OPERATING SUP CONCESSION SUPPLIES	059973	518.94
01-100224	INTERNATIONAL CODE COOK						
		I-INVO129817	01	-5431331	EMPLOYEE TRAV FIRE INSPECTOR GUIDE BOOK	059974	26.95
01-100262	INVESTIGATIVE CONCEPTS,						
		I 12120190	01	-5653348	DRUG TESTING/ NEW HIRE BACKGROUND	059975	63.80
01-100110	JACKIE BRANNON CORR. CT						
		I P196	01	-5542308	CONTRACTED SE MONTHLY INMATE CHARGES	059976	132.33
01-100336	JOB CONSTRUCTION CO INC						
		I 28874	01	-5865218	STREET REPAIR ASPHALT FOR PATCHING	059978	558.06
		I-28875	01	-5865219	STREET REPAIR ASPHALT FOR PATCHING	059978	462.73
01-100205	KIAMICHI AUTOMOTIVE						
		I-112822	01	-5431203	REPAIRS & MAI MISC SUPPLIES AS NEEDED	059981	296.11
		I-112866	01	-5431203	REPAIRS & MAI MISC SUPPLIES AS NEEDED	059981	15.62
01-100220	KIAMICHI TECHNOLOGY CNT						
		I-CITYOFMCA	01	-5215310	EDUCATION PRO LEAN TRAINING 5-8-12	059982	2,000.00
01-100254	KIMBERLY LEZIK						
		I-201205153694	01	-5212308	CONTRACTED SE CONTRACT RECEPTIONIST SVS	059983	20.00
01-100067	LABORATORY CONSULTANT S						
		I-033960	01	-5653348	DRUG TESTING/ MONTHLY DRUG TESTING	059984	50.00
		I-034017	01	-5653348	DRUG TESTING/ MONTHLY DRUG TESTING	059984	50.00
01-100325	LIBERTY FLAGS INC						
		I-61524	01	-5542203	REPAIRS & MAI REPLACEMENT FLAGS	059985	470.50
01-100380	LOCKE SUPPLY CO,						
		I-17507868-00	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	059986	11.22
		I-17667500-00	01	-5548316	REPAIRS & MAI MISC MAINT SUPPLIES	059986	1.77
		I-17667594-00	01	-5548316	REPAIRS & MAI MISC MAINT SUPPLIES	059986	2.70
		I-17699637-00	01	-5548316	REPAIRS & MAI MISC MAINT SUPPLIES	059986	23.21
		I-17701767-00	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	059986	8.25
		I-17707885-00	01	-5548316	REPAIRS & MAI MISC MAINT SUPPLIES	059986	85.33
		I-17726344-00	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	059986	75.02
		I-17726411-00	01	-5548316	REPAIRS & MAI MISC MAINT SUPPLIES	059986	15.00
01-100429	LOWE'S CREDIT SERVICES						
		C-12281 CR	01	-5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	059987	19.98-
		I-01053	01	-5548316	REPAIRS & MAI MISC MAINT SUPPLIES	059987	61.32

PACKET: 08153 CLAIMS FOR 5/22/2012

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-01076	01 -5548316	REPAIRS & MAI MISC MAINT SUPPLIES	059987	77.12
		I-09240	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	059987	12.42
		I-09784	01 -5548316	REPAIRS & MAI MISC MAINT SUPPLIES	059987	16.45
		I-12282	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	059987	14.53
		I-14457	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	059987	168.52
		I-901302	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	059987	95.14
		I-901661	01 -5548316	REPAIRS & MAI MISC MAINT SUPPLIES	059987	5.36
		I-909433	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	059987	59.96
01-M00325	MICHAEL D DANKINS					
		I-201205159700	01 -5544308	CONTRACT LABO UMPIRE FEES - 8 GAMES	059991	200.00
01-M00460	MITCHEAL D DISTRIBUTING					
		I-2059723	01 -5544202	OPERATING SUP CONCESSION SUPPLIES-	059992	231.00
		I-2059736	01 -5544202	OPERATING SUP CONCESSION SUPPLIES-	059992	106.50
01-M00570	MOORE MEDICAL CORP.					
		I-97233834 RI	01 -5432202	OPERATING SUP MEDICAL SUPPLIES	059994	1,486.30
01-M00593	MOST DEPENDABLE FOUNTAI					
		I-25216	01 -5542203	REPAIRS & MAI VALVE FOR FOUNTAIN-KOMAR	059995	216.00
01-M00050	MCALESTER CHAMBER OF					
		I-4252012	01 -5210330	DOES & SUBSCR ARMED FORCES DAY LUNCHEON	059997	50.00
01-M00098	MCAFEE & FAET					
		I-369453	01 -5210302	CONSULTANTS/L LEGAL FEES-LABOR RELATION	059998	506.00
		I-369454	01 -5210302	CONSULTANTS/L LEGAL FEES-LABOR RELATION	059998	66.00
		I-369455	01 -5210302	CONSULTANTS/L LEGAL FEES-LABOR RELATION	059998	5,204.00
		I-369456	01 -5210302	CONSULTANTS/L LEGAL FEES-LABOR RELATION	059998	1,315.00
01-M00140	MCALESTER PAINT & SUPPL					
		I-0075765	01 -5542203	REPAIRS & MAI REPAIR ITEMS FOR PARKS	059999	147.67
01-M00200	MCALESTER SCOTTISH RITE					
		I-700545	01 -5548311	PARKING RENTA PKING LOT RENTAL-LIBRARY	060000	375.00
01-M00250	MCALESTER NEWS CAPITAL					
		I-05636004	01 -5212317	ADVERTISING & PUBLICATIONS AS NEEDED	060002	17.85
		I-APRIL 2012	01 -5653317	ADVERTISING & EMPLOYMENT ADS AS NEEDED	060002	61.20
		I-IAFF ADS	01 -5215202	OPERATING SUP IAFF FIREFIGHTER ADS	060002	1,418.00
01-M00340	NORTHERN TOOL EQUIPMENT					
		I-25970944	01 -5542203	REPAIRS & MAI ENGINE FOR PWR WASHER	060006	401.16
01-000122	OK TIRE					
		I-2712	01 -5431203	REPAIRS & MAI 55 GALLONS OF OIL	060008	694.60

PACKET: 06153 CLAIMS FOR 5/22/2012

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000219	OKLA BUREAU OF NARCOTIC	I-201205093693	01 -2103	CBN PAYABLE (DRUG ED FEES DUE	059916	37.43
01-000427	OKLA UNIFORM BUILDING C	I-APRIL 2012	01 -5652336	FEES BLDG PERMIT FEES AS NEEDED	060010	88.00
01-000556	OMAG-OK MUNICIPAL ASSUR	I-26588	01 -5215322	LIABILITY INS ADD FOR CONTENTS AT ERC	060011	626.86
01-000595	OSBI	I-201205093691	01 -2101	AFIS PAYABLE AFIS FEES DUE	059917	2,752.53
		I-201205093691	01 -2102	FORENSICS PAY FORENSIC FEES DUE	059917	2,459.68
01-P00081	PAPA JOHNS PIZZA	I 265543	01 -5653213	SAFETY SUPPLI FOOD FOR SAFETY AWARD	060013	69.13
01-P00242	PETER STASIAK	I-201205023671	01 -5210331	EMPLOYEE TRAV TRAVEL EXP-STAMPEDE IN WASH DC	059836	900.00
01-P00250	PETTY CASH	I-201205023675	01 -5321202	OPERATING SUP BATTERY FOR WINDOW TINT MTR	059837	4.36
		I-201205023675	01 -5213331	EMPLOYEE TRAV TRAVEL EXP FOR INCODE TRAINING	059837	250.00
		I-201205023675	01 -5324331	EMPLOYEE TRAV TRAVEL EXP OLETS CLASS	059837	139.04
		I-201205023675	01 -5642212	FUEL EXPENSE FUEL EXPENSE	059837	21.35
		I-201205023675	01 -5321331	EMPLOYEE TRAV TRAVEL EXP-5 DAY CLEET TRAININ	059837	93.99
		I-201205023675	01 -5324331	EMPLOYEE TRAV TRAVEL EXP-OLETS CLASS	059837	141.89
01-P00270	GONZALES CEMENT CONSTRU	I-4235	01 -5543316	REPAIRS & MAI LABOR & MAT AT WEFF LEE	060014	2,440.00
01-P00350	28 COUNTY TAG AGENCY	I-11-02448	01 -5542203	REPAIRS & MAI 2004 CHEV PU TAG-PARKS	060015	25.00
		I-11-02591	01 -5225202	OPERATING SUP TAG FOR NEW ID VEHICLE	060015	37.50
01-P00519	PRO-KIL, INC	I-66796	01 -5542308	CONTRACTED SE MONTHLY PEST CONTROL	060016	126.00
01-P00560	PUBLIC SERVICES/ARP	I-201205023668	01 -5215313	ELECTRIC UTIL ELECT UTIL-1699 E CARL AUB	059918	26.01
		I-201205093681	01 -5215313	ELECTRIC UTIL ELECT UTIL-301 W JEFFERSON	059918	38.42
		I-201205093681	01 -5215313	ELECTRIC UTIL ELECT UTIL-333 E CARL ALBERT	059918	58.42
		I-201205093681	01 -5215313	ELECTRIC UTIL ELECT UTIL-STREET LTS	059918	11,935.91
		I-201205093681	01 -5215313	ELECTRIC UTIL ELECT UTIL-LIBRARY	059918	2,249.84
		I-201205093681	01 -5215313	ELECTRIC UTIL ELECT UTIL-GENERAL FUND	059918	10,732.10
01-R00210	RED RIVER SPECIALIST, I	I-372540	01 -5542206	CHEMICALS CHEMICALS FOR PARKS	060017	2,112.86
01-S00130	SEARS COMMERCIAL ONE					

PACKET: 08153 CLAIMS FOR 5/22/2012
 VENDOR SET: 01
 FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-800150	SEARS COMMERCIAL ONE			continued		
		I-034679010308	01 -5542203	REPAIRS & MAI SM TOOLS NEEDED IN PARKS	060019	170.97
		I-034679028901	01 -5542203	REPAIRS & MAI SM TOOLS NEEDED IN PARKS	060019	14.19
01-800233	SHANNON JOHNSTON					
		I-201205153695	01 -5212308	CONTRACTED SE CONTRACT RECEPTIONIST SVS	060023	20.00
01-800726	STAPLES ADVANTAGE					
		I-25293	01 -5663202	OPERATING SUP OPER SUPPLIES AS NEEDED	060026	27.97
		I-25592	01 -5431202	OPERATING SUP SUPPLIES AS NEEDED	060026	130.35
		I-25953	01 -5542202	OPERATING SUP MISC OFFICE SUPPLIES	060026	170.93
		I-3173393302	01 -5210202	OPERATING SUP SUPPLIES FOR BUDGET BOOKS	060026	177.90
		I-3173751736	01 -5210202	OPERATING SUP SUPPLIES FOR BUDGET BOOKS	060026	82.60
		I-3173751797	01 -5210202	OPERATING SUP SUPPLIES FOR BUDGET BOOKS	060026	19.14
		I-3173751798	01 -5211202	OPERATING SUP OFFICE SUPPLIES AS NEEDED	060026	51.64
01-800309	T. H. ROGERS LUMBER CO.					
		C-454870 CR	01 -5865218	STREET REPAIR FORMING MAT. FOR ST POURS	060028	275.00-
		I-454862	01 -5865218	STREET REPAIR FORMING MAT. FOR ST POURS	060028	188.00
		I-454879	01 -5865218	STREET REPAIR FORMING MAT. FOR ST POURS	060028	54.00
		I-454945	01 -5542203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	060028	9.95
01-800056	TED ALEXANDER					
		I-201205153697	01 -5544308	CONTRACT LABO UMPIRE FEES-8 GAMES	060029	200.00
01-800070	TERRY GREEN					
		I-201205153698	01 -5544308	CONTRACT LABO UMPIRE FEES - 4 GAMES	060030	100.00
01-800429	THOMAS J DAVIS					
		I-201205153699	01 -5544308	CONTRACT LABO UMPIRE FEES - 4 GAMES	060031	100.00
01-800030	TWIN CITIES READY MIX					
		I-65677	01 -5865218	STREET REPAIR CONCRETE FOR MISC POURS	060033	2,640.00
		I-65721	01 -5865218	STREET REPAIR CONCRETE FOR MISC POURS	060033	2,640.00
		I-65783	01 -5865218	STREET REPAIR CONCRETE FOR MISC POURS	060033	2,640.00
		I-65818	01 -5865218	STREET REPAIR CONCRETE FOR MISC POURS	060033	2,640.00
		I-65945	01 -5865218	STREET REPAIR CONCRETE FOR MISC POURS	060033	213.75
		I-66090	01 -5865218	STREET REPAIR CONCRETE FOR MISC POURS	060033	427.50
		I-SER CHARGE	01 -5865218	STREET REPAIR CONCRETE FOR MISC POURS	060033	161.61
01-000020	US CELLULAR					
		I-201205023676	01 -5215315	TELEPHONE UTI CELL PHONE UTIL-GENERAL	059841	1,851.91
01-000128	UNITED PACKAGING & SHIP					
		I-106396	01 -5431202	OPERATING SUP SHIPPING FEES AS NEEDED	060035	47.00
01-800040	WALMART COMMUNITY SRC					
		I-001178	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	060036	134.04
		I-01631	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	060036	14.86

PACKET: 05153 CLAIMS FOR 5/22/2012
 VENDOR SET: 01
 FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-W00040	WALMART COMMUNITY SRC	continued				
		I-04406	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	060036	82.58
		I-04406	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	060036	15.66
		I-05720	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	060036	50.16
		I-07997	01 -5431707	OPERATING SUP SUPPLIES AS NEEDED	060056	189.75
		I-09150	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	060056	41.91
01-W00143	WATERWORKS INTERNATIONAL					
		I-6104	01 -5542203	REPAIRS & MAI HOSES FOR SPLASH PAD	060037	66.62
01-W00270	WHITE ELECTRICAL SUPPLY					
		I-S1421024.001	01 -5548203	REPAIRS & MAI LTS & BALLEST FOR EXPO	060039	1,662.00
		I-S1465451.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	060039	156.74
		I-S1469090.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	060039	59.95
		I-S1469147.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	060039	15.53
		I-S1470761.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	060039	80.11
		I-S1472331.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	060039	36.43
01-Y00019	YOUNG REPORTING SERVICE					
		I-11-02501	01 -5214302	CONSULTANT'S LEGAL FEE- MORRIS CASE	060040	134.00
FUND 01 GENERAL FUND					TOTAL:	128,685.36

5/17/2012 8:21 AM
 PACKET: 08153 CLAIMS FOR 5/22/2012
 VENDOR SET: 01
 FUND : 02 MPPA

REGULAR DEPARTMENT PAYMENT REGISTER

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR						
	JOHN MODZELEWSKI	I-201205093686	02	-5871231	EMPLOYEE TRAV TRAVEL EXP FOR APWA CONF.	059907	118.06
01-A00103	ACCURATE LABS & MINING						
		I-2025009	02	-5974304	LAB TESTING MONTHLY TESTING FEES	059924	42.00
		I-2E21012	02	-5974304	LAB TESTING MONTHLY TESTING FEES	059924	42.00
		I-2E03008	02	-5974304	LAB TESTING MONTHLY TESTING FEES	059924	42.00
		I-SU15711	02	-5973304	LAB TESTING TEST SUPPLIES-E PLANT	059924	1,212.54
01-A00267	AIRGAS						
		I-9005325998	02	-5973203	REPAIRS & MAI WELDER BOTTLE REFILL	059928	93.11
		I-9005479538	02	-5973203	REPAIRS & MAI WELDER BOTTLE REFILL	059928	147.00
01-A00272	ALDERSON REGIONAL LANDF						
		I-4124	02	-5864308	CONTRACTED LA ROLL OFF DUMP FEES	059929	5,455.10
01-A00362	ALLEGIANCE COMMUNICATIO						
		I-201205023670	02	5973328	INTERNET SERV INTERNET SVS-EAST WMM	059934	62.95
01-A00423	ALLIED WASTE SERVICES O						
		I-201205093690	02	-5866306	CONTRACTED RE WASTE SVS FEE-APRIL 2012	059911	144,897.73
		I-201205093690	02	-5866306	CONTRACTED RE CREDIT FOR BAD DEBT WRITEDOFF	059911	281.12-
01-A00439	ALTVIA						
		I-223051	02	-5974206	CHEMICALS ALUM FOR WTP	059931	3,155.30
01-A00751	ATWOODS						
		I-105079	02	-5974203	REPAIRS & MAI MISC SUPPLIES AS NEEDED	059932	69.79
		I-105479	02	-5974203	REPAIRS & MAI MISC SUPPLIES AS NEEDED	059932	16.24
		I-105579	02	-5974203	REPAIRS & MAI MISC SUPPLIES AS NEEDED	059932	98.38
01-A00770	AUTO PARTS CO						
		I-904612	02	-5974203	REPAIRS & MAI MISC PARTS AS NEEDED	059934	2.55
		I-904724	02	-5974203	REPAIRS & MAI MISC PARTS AS NEEDED	059934	21.20
01-800189	BEMAC SUPPLY						
		I-S1658446.001	02	-5975202	OPERATING SUP MISC REPAIR ITEMS AS NEED	059937	46.40
		I-S1658667.001	02	-5973203	REPAIRS & MAI SUPPLIES AS NEEDED - WMM	059937	38.77
		I-S1658791.001	02	-5975202	OPERATING SUP MISC REPAIR ITEMS AS NEED	059937	216.39
01-B00491	BRENTAG SOUTHWEST						
		I-BSW317714	02	-5973206	CHEMICALS SULFER DIOXIDE-E PLANT	059940	954.50
		I-BSW318542	02	-5974206	CHEMICALS CHLORINE FOR WTP	059940	3,300.00
01-C00860	GULLIGAN WATER COND INC						
		I-APRIL 2012	02	-5974304	LAB TESTING WATER FOR SAMPLING & TEST	059946	24.00
01-D00010	D & R ELECTRIC, INC						
		I-3521	02	-5974316	REPAIRS & MAI ELECT REPAIR TO KPC PUMP	059948	596.70

PACKET: 08153 CLAIMS FOR 5/22/2012

VENDOR SET: 01

FUND : 02 MPWA

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000323 DEPT. OF ENVIR. QUALITY	1-064524134	02 -5974529	DEQ FEES WTR TEST FEE-HARVEY	059950	62.00
01-000540 DOLESE BROTHERS	1-RM12027789	02 -5975218	STREET REPAIR CONCRETE FOR MISC REPAIRS	059952	543.00
01-000024 STANLEY RAY OWENS DBA E	1-1209	02 5866230	RECYCLING CEN PORT-A-POT RENTAL	059953	100.00
01-F00015 FLEETCOR TECHNOLOGIES	1-201205153713	02 -5216212	FUEL EXPENSE FUEL BILL-APRIL-UB&C	059954	408.98
	1-201205153713	02 -5864212	FUEL EXPENSE FUEL BILL-APRIL-LANDFILL	059958	74.00
	1-201205153713	02 -5866212	FUEL EXPENSE FUEL BILL-APRIL-SANITATION	059958	2,273.60
	1-201205153713	02 -5871212	FUEL EXPENSE FUEL BILL-APRIL-ENGINEERING	059956	417.80
	1-201205153713	02 -5974212	FUEL EXPENSE FUEL BILL-APRIL-WTP	059958	735.61
	1-201205153713	02 -5973212	FUEL EXPENSE FUEL BILL-APRIL-WMT	059958	944.29
	1-201205153713	02 -5975212	FUEL EXPENSE FUEL BILL-APRIL-UTM	059958	2,991.79
	1-201205153713	02 -5972212	FUEL EXPENSE FUEL BILL-APRIL-UTIL DJR	059956	125.89
	1-201205153714	02 -5216212	FUEL EXPENSE FUEL EXP - APRIL UB&C	059959	57.61
	1-201205153714	02 -5975212	FUEL EXPENSE FUEL EXP - APRIL UTM	059959	552.12
01-F00025 FORT COBB FUEL AUTHORITY	1-201205093486	02 -5267314	GAS UTILITY GAS UTIL-UTM OFFICE ON HEREFO	059915	139.64
01-G00010 G & C RENTAL CENTER, IN	1-12227	02 5974204	SMALL TOOLS PARTS FOR WTP LAWNMOWER	059961	62.90
	1-12732	02 -5974204	SMALL TOOLS PARTS FOR WTP LAWNMOWER	059961	8.80
01-G00490 GRISSOM IMPLEMENT INC	1-260219	02 -5974203	REPAIRS & MAI WEEDATING SUPPLIES	059965	148.05
01-H00100 HAYNES EQUIPMENT, LLC	1-S108539-1N	02 -5973316	REPAIRS & MAI S/C FOR EST ON REPAIRS	059967	381.67
01-H00279 HUGHES NET	1-B1-2438888028	02 -5974328	INTERNET SERV INTERNET SVS FOR WTP	059969	93.50
01-I00020 I B T, INC	1-5987469	02 -5974203	REPAIRS & MAI TUBING & FITTINGS FOR	059970	206.16
01-I00110 IMPRESS OFFICE SUPPLY	1-033898	02 -5974203	REPAIRS & MAI MISC OFFICE SUPPLIES NEED	059971	77.98
01-L00428 LOWE'S CREDIT SERVICES	1-09869	02 -5974316	REPAIRS & MAI SUPPLIES FOR WTP	059987	17.02
	1-909757	02 -5974316	REPAIRS & MAI SUPPLIES FOR WTP	059987	21.97
01-M00304 MESNEK & ASSOC. INC	1-1009	02 -5871302	CONSULTANTS NPDES STORMWTR PERMIT	059990	481.10

PACKET: 08153 CLAIMS FOR 5/22/2012
 VENDOR SET: 01
 FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000075	O'REILLY AUTO PARTS	I-0230-421131	02	-5973203	REPAIRS & MAI PARTS AS NEEDED-BOTH FLTS	060007	5.42
01-000556	OMAG-OK MUNICIPAL ASSUR	I-CLAIM #31159	02	-5267323	DAMAGES DEDUCTABLE-SMART CLAIM	060911	10,000.00
01-000040	PACE ANALYTICAL SERVICE	I-1202360	02	-5973304	LAB TESTING MONTHLY TESTING FEES	060012	54.47
01-000350	RR COUNTY TAG AGENCY	I-11-02555	02	-5975202	OPERATING SUP TAG & TITLE FOR VAC. TRUC	060015	60.00
01-000560	PUBLIC SERVICE/AEP	I-201205093681	02	-5267313	ELECTRIC UTIL ELECT UTIL-1 E CHOCTAW	059918	44.93
		I-201205093681	02	-5267313	ELECTRIC UTIL ELECT UTIL-MPWA FUND	059918	34,801.20
01-000600	RURAL WATER DISTRICT #1	I-201205023672	02	-5267316	WATER UTILITY WATER UTIL AT LANDFILL	059839	26.98
01-800530	SOUTHWEST CHEMICAL SERV	I-94328	02	-5974206	CHEMICALS CAUSTIC FOR WTP	060025	4,179.42
		I-94339	02	-5974206	CHEMICALS POLYMER FOR WTP	060025	5,472.00
		I-94367	02	-5974206	CHEMICALS PHASPHATE FOR WTP	060025	2,232.00
01-800580	AT & T	I-201205093684	02	-5267315	TELEPHONE UTI PHONE UTIL-DATA LINE	059919	77.60
		I-201205093684	02	-5267315	TELEPHONE UTI PHONE UTIL-MPWA	059919	2,474.99
01-800726	STAPLES ADVANTAGE	I-3172748938	02	-5975202	OPERATING SUP PRINTER/FAX FOR JTM OFFIC	060026	35.99
01-T00010	T. H. ROGERS LUMBER CO.	I-454520	02	-5975218	STREET REPAIR SUPPLIES FOR CONCRETE WK	060028	308.46
		I-454521	02	-5975218	STREET REPAIR SUPPLIES FOR CONCRETE WK	060028	7.65
		I-454607	02	-5975218	STREET REPAIR SUPPLIES FOR CONCRETE WK	060028	577.27
		I-455196	02	-5975218	STREET REPAIR SUPPLIES FOR CONCRETE WK	060028	62.39
		I-455426	02	-5975218	STREET REPAIR SUPPLIES FOR CONCRETE WK	060028	37.50
01-U00020	US CELLULAR	I-201205023676	02	-5267315	TELEPHONE UTI CELL PHONE UTIL-MPWA	059840	722.50
		I-201205023676	02	-5975328	INTERNET SERV MONTHLY INTERNET SVS UTM	059841	51.35
01-U00051	UTILITY SUPPLY CO.	I-059685	02	-5975235	WATER MAIN RE MISC SUPPLIES AS NEEDED	060034	521.85
		I-059686	02	-5975235	WATER MAIN RE MISC SUPPLIES AS NEEDED	060034	275.20
		I-059687	02	-5975235	WATER MAIN RE MISC SUPPLIES AS NEEDED	060034	48.22
		I-059688	02	-5975235	WATER MAIN RE MISC SUPPLIES AS NEEDED	060034	1,240.08
		I-059689	02	-5975211	WATER METERS REPAIR SUPPLIES FOR JTM	060034	2,800.00
		I-059690	02	-5975235	WATER MAIN RE MISC SUPPLIES AS NEEDED	060034	229.00

PACKET: 06153 CLAIMS FOR 5/22/2012

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	S/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-U00128	UNITED PACKAGING & SHIP					
		1-108441	02 -5973316	REPAIRS & MAI SHIPPING FEES AS NEEDED	060035	36.09
		1-108442	02 -5973316	REPAIRS & MAI SHIPPING FEES AS NEEDED	060035	32.92
01-W00270	WHITE ELECTRICAL SUPPLY					
		1-S1459593.001	02 -5974202	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	060039	373.48
		1-S1460567.001	02 -5973203	REPAIRS & MAI REPAIR & MAINT ITEMS	060039	343.35
			FUND	02 MPWA	TOTAL:	238,491.32

PACKET: 08153 CLAIMS FOR 5/22/2012

VENDOR SET: 01

FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00751	ATWOODS	I-1063/9	03 -5876203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	059932	149.95
01-F00015	FLEETCOR TECHNOLOGIES	I-201205153713	03 -5876212	FUEL EXPENSE FUEL BILL-APRIL-AIRPORT	059938	387.89
01-P06560	PUBLIC SERVICE/APP	I-201205023668	03 -5876312	ELECTRIC UTIL ELECT UTIL-AIRPORT	059838	969.97
01-U00020	US CELLULAR	I-201205023676	03 -5876315	TELEPHONE UTI CELL PHONE UTIL-AIRPORT	059841	27.57
			FUND 03 AIRPORT AUTHORITY	TOTAL:		1,534.78

PACKET: 08153 CLAIMS FOR 5/22/2012

VENDOR SET: 01

FUND : 05 PARKING AUTHORITY

VENDOR	NAME	ITEM #	S/I. ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00560	PUBLIC SERVICE/AEP	I-201205093681	05 -5218313	ELECTRIC UTIL ELECT UTIL-PARKING AUTH	059918	116.72
			FUND	05 PARKING AUTHORITY	TOTAL:	116.72

PACKET: 08153 CLAIMS FOR 5/22/2012

VENDOR SET: 01

FUND : 08 NUTRITION

VENDOR NAME	ITEM #	S/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00276 A LEROY DICK	I-201205153710	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	059930	89.91
01-D00213 DEBBIE COMPTON	I-201205153711	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	059949	135.00
	I 201205153712	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	059949	93.24
01-E00207 EMMA E. BELLIS	I-201205153708	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	059956	150.00
	I-201205153709	08 -5549308	CONTRACT SERV MILEAGE REIMB FOR MEAL DEL	059956	111.00
01-F00015 FLEETCOR TECHNOLOGIES	I-201205153714	08 -5549212	FUEL EXPENSE FUEL EXP - APRIL - NUTRITION	059959	636.66
01-S00726 STAPLES ADVANTAGE	I-22494	08 -5549202	OPERATING SUP OFFICE SUPPLIES NEEDED	060026	48.46
	I-3173333301	08 -5549202	OPERATING SUP OFFICE SUPPLIES NEEDED	060026	334.94
01-J00020 US CELLULAR	I-201205023676	08 -5549315	TELEPHONE UTI CELL. PHONE UTIL-NUTRITION	059941	62.71
				FUND 08 NUTRITION TOTAL:	1,651.92

PACKET: 06153 CLAIMS FOR 5/22/2012

VENDOR SET: 01

FUND : 09 LANDFILL RES./SUB-TITLE D

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00267	AIRGAS	1-90054040:8	09-5264327	SUB TITLE D E METHANE GAS TESTER ALERT	059928	745.00
			FUND	09	LANDFILL RES./SUB-TITLE D TOTAL:	745.00

PACKET: 00152 CLAIMS FOR 5/22/2017

VENDOR SET: 01

FUND : 14 POLICE GRANT FUND

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

01-FC0589	TOTAL RADIO					
		1-87895	14 -532145	POLICE EQUIPM RADIOS FOR POLICE DEPT	059920	10,000.00
			FUND	14 POLICE GRANT FUND	TOTAL:	10,000.00

PACKET: 08153 CLAIMS FOR 5/22/2012
 VENDOR SET: 01
 FUND : 78 SE EXPO CENTER

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-80092	BEN E. KEITH						
		C-01664134 cr	28	-5654210	CONCESSION SU CONCESSION SUPPLIES	059938	28.98
		I-01751037	28	-5654210	CONCESSION SU CONCESSION SUPPLIES	059938	441.10
01-C00923	COUNTRY MART						
		I-4290-11-168-104	28	-5654210	CONCESSION SU CONCESSION SUPPLIES	059945	18.96
		I-42901017119	28	-5654210	CONCESSION SU CONCESSION SUPPLIES	059945	18.60
01-E00203	EMPIRE PAPER CO.						
		I-796293-00	28	-5654203	REPAIR & MAIN JANITORIAL SUPPLIES	059954	463.20
		I-805750-00	28	-5654203	REPAIR & MAIN JANITORIAL SUPPLIES	059954	84.30
01-F00015	FLEETCOR TECHNOLOGIES						
		I-201205153714	28	5654212	FUEL EXPENSE FUEL EXP - APRIL - EXPO	059959	470.36
01-H00279	HUGHES NET						
		I-31-248551221	26	-5654316	REPAIRS & MAI INTERNET SVS-EXPO	059969	143.50
01-J00110	JACKIE BRUNNEN CORR. CT						
		I-F207	28	-5654308	CONTRACT SERV INMATE FEES	059976	117.28
01-L00428	LOWE'S CREDIT SERVICES						
		I-07721	28	-5654203	REPAIR & MAIN MISC MAINT ITEMS AS NEEDED	059987	195.50
01-M00084	MARLEY CARPET CLEANING						
		I-11-02605	28	-5654316	REPAIRS & MAI CLEAN CARPET IN RM 103	059988	200.00
01-M00470	MILLER BROTHERS ENTERPR						
		I-12807	28	5654316	REPAIRS & MAI DOOR REPAIRS	059993	145.00
01-O00345	OKLA DEPT OF LABOR						
		I-OK #31437-2012	28	-5654316	REPAIRS & MAI ANNUAL ELEVATOR INSPECTIO	060009	75.00
01-P00250	PETTY CASH						
		I-201205023675	28	-5654231	TRAVEL & TRAI TRAVEL EXP-ECONOMIC DEV AWARD	059937	154.70
01-P00560	PUBLIC SERVICE/AEP						
		I-201205023668	28	-5654313	ELECTRIC UTIL ELECT UTIL-EXPO RV PARK	059838	36.04
		I-201205023668	28	-5654313	ELECTRIC UTIL ELECT UTIL-EXPO	059838	5,122.32
01-S00190	SECURITY SYS. & ENG. IN						
		I-27776	28	-5654316	REPAIRS & MAI ALARM MONITORING FEES	060022	135.00
01-S00445	PACKAGING SOLUTIONS, LL						
		I-15648	28	-5654202	OPERATING SUP OFFICE PAPER	060024	37.50
01-S00726	STAPLES ADVANTAGE						
		I-26773	28	-5654202	OPERATING SUP MISC OFFICE SUPPLIES	060026	14.98

PACKET: 08153 CLAIMS FOR 5/22/2012

VENDOR SET: 01

FUND : 28 SE EXPO CENTER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000029	US CELLULAR					
		1-291205023676	28 -5654315	TELEPHONE UTI CELL PHONE UTIL-EXPO	059641	110.28
01-000049	WALMART COMMUNITY BRC					
		I 002417	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	060036	73.98
		I 09777	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	060036	45.06
			FUND	28 SE EXPO CENTER	TOTAL:	6,073.68

PACKET: 06153 CLAIMS FOR 5/22/2012

VENDOR SFT: 0j

FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
	CHRIS SKINNER	I-201205023673	29 -5324207	CLOTHING ALLO CHRIS SKINNER; CLOTHING ALLOW	059832	147.92
01-AG0033	AT&T					
		I-201205093682	79 -5324401	CAPITAL OUTLA PHONE UTIL-911 EQUIP LEASE	059909	2,403.33
		I-201205093682	79 -5324315	TELEPHONE UTI PHONE UTIL-911 WIRELESS	059909	228.36
01-AG0581	AT&T					
		I-201205093683	79 -5324315	TELEPHONE UTI PHONE UTIL HOST 911 CIRCUIT	059912	781.25
01-EG0015	FLEETCOR TECHNOLOGIES					
		I-201205153714	29 -5324212	FUEL EXPENSE FUEL EXP APRIL - 2011	059959	249.75
01-H00054	HAMPTON INN					
		I-11-02133RM 223	29 -5324331	EMPLOYEE TRAV TRAVEL EXP-CLETS TRAINING	059966	324.00
01-J00435	JORDAN CARRIS AGENCY					
		I-11-02558	25 -5324202	OPERATING SUP NOTARY BONDS-2 DISPATCH	059979	60.00
01-P00250	PETTY CASH					
		I-201205023675	29 -5324331	EMPLOYEE TRAV UNIFORM ALLOWANCE	059837	44.99
01-S00180	OKLA SECRETARY OF STATE					
		I-11-02557	29 -5324202	OPERATING SUP NOTARY FER-2 DISPATCHERS	060020	20.00
		I-11-02559	79 -5324202	OPERATING SUP NOTARY COMMISSION-2 EMP	060021	50.00
01-S00580	AT & T					
		I-201205023669	29 -5324315	TELEPHONE UTI PHONE UTIL-E-911	059840	1,724.02
01-T00569	TOTAL RADIO					
		I-87895	29 -5324401	CAPITAL OUTLA RADIOS FOR POLICE DEPT	059920	20.72
01-J00020	US CELLULAR					
		I-201205023676	29 -5324315	TELEPHONE UTI CELL PHONE UTIL-E-911	059841	27.57
			FUND	29 E-911	TOTAL:	6,071.94

PACKET: 08153 CLAIMS FOR 5/22/2012

VENDOR SET: 01

FUND : 30 ECONOMIC DEVELOPMENT

VENDOR NAME	ITEM #	G/I, ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01 R00454 ROBISON INTERNATIONAL,	I-2012624	30 -5211261	LOBBYING SRV CONTRACT FOR LOBBYING SVS	060018	2,000.00
FUND 30 ECONOMIC DEVELOPMENT				TOTAL:	2,000.00

PACKET: 08153 CLAIMS FOR 5/22/2012

VENDOR SET: 01

FUND : 32 GIFTS & CONTRIBUTIONS

VENDOR	NAME	ITEM #	S/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-MC0140	MCALESTER PAINT & SUPPL	1-071429-1	32 -5215405	CAPITAL OUTLA LABOR TO INSTALL LIFT	059999	635.00
			FUND	42 GIFTS & CONTRIBUTIONS	TOTAL:	635.00

PACKET: 06153 CLAIMS FOR 5/22/2012
 VENDOR SET: 01
 FUND : 35 FLEET MAINTENANCE

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-BCC643 B & S SUPPLY, INC.	I-61911	35 -5862203	REPAIRS & MAI CLEANER FOR DURA PATCHER	059935	308.40
01-C00430 CHIEF FIRE & SAFETY CO.	I-167600	35 -5862203	REPAIRS & MAI PARTS FOR FIRE UNIT 120	059943	1,134.34
01-P08015 FLEETCOR TECHNOLOGIES	I-201295153714	35 -5862212	FUEL EXPENSE FUEL EXP - APRIL - FLEET MAINT	059959	573.43
01-G00490 GRISSOM IMPLEMENT INC	I-266013	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS AS NEEDED	059965	441.66
	I-262405	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS AS NEEDED	059965	18.87
01-J00310 JET TIRE SERVICE	I-105407	35 -5862203	REPAIRS & MAI ALIGNMENTS AS NEEDED	059977	42.95
	I-105583	35 -5862203	REPAIRS & MAI ALIGNMENTS AS NEEDED	059977	289.90
01-K00190 YELLOWHOUSE MACHINERY C	I-903739	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059980	30.74
	I-951124	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059980	266.30
01-K00205 KIAMICHI AUTOMOTIVE	I-133737	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059981	25.98
01-M00169 MARTY'S MUFFLER & BRAKE	I-11-02341	35 -5862203	REPAIRS & MAI CONVERTER-INSTALLED	059989	461.98
01-M00045 MC CRAYS WELDING	I-5551	35 -5862203	REPAIRS & MAI MISC TRAILER REPAIR PARTS	059996	184.32
	I-5586	35 -5862203	REPAIRS & MAI MISC TRAILER REPAIR PARTS	059996	417.75
	I-5589	35 -5862203	REPAIRS & MAI MISC TRAILER REPAIR PARTS	059996	114.00
01-N00270 NIX AUTO CENTER, INC.	I-227414	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060003	33.70
01-N00271 NIX FORD MERCURY INC.	I-132443	35 -5862203	REPAIRS & MAI MISC PARTS & REPAIRS	060004	35.50
	I-132496	35 -5862203	REPAIRS & MAI MISC PARTS & REPAIRS	060004	35.50
	I-133296	35 -5862203	REPAIRS & MAI MISC PARTS & REPAIRS	060004	32.50
	I-133388	35 -5862203	REPAIRS & MAI MISC PARTS & REPAIRS	060004	35.50
	I-134211	35 -5862203	REPAIRS & MAI OPEN PO FOR MISC REPAIRS	060004	35.50
	I-134215	35 -5862203	REPAIRS & MAI OPEN PO FOR MISC REPAIRS	060004	43.92
	I-134746	35 -5862203	REPAIRS & MAI OPEN PO FOR MISC REPAIRS	060004	35.50
	I-134777	35 -5862203	REPAIRS & MAI OPEN PO FOR MISC REPAIRS	060004	35.50
	I-134799	35 -5862203	REPAIRS & MAI OPEN PO FOR MISC REPAIRS	060004	35.50
	I-134846	35 -5862203	REPAIRS & MAI OPEN PO FOR MISC REPAIRS	060004	35.50
	I-134867	35 -5862203	REPAIRS & MAI OPEN PO FOR MISC REPAIRS	060004	35.50
	I-134892	35 -5862203	REPAIRS & MAI OPEN PO FOR MISC REPAIRS	060004	35.50
	I-134899	35 -5862203	REPAIRS & MAI OPEN PO FOR MISC REPAIRS	060004	35.50

PACKET: 08153 CLAIMS FOR 5/22/2012

VENDOR SET: 01

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	S/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-N00271	NIX FORD MERCURY INC.		continued			
		I-134992	35 -5862203	REPAIRS & MAI OPEN PC FOR MISC REPAIRS	060004	35.50
		I-69664	35 -5862203	REPAIRS & MAI MISC PARTS & REPAIRS	060005	106.92
		I 69678	35 -5862203	REPAIRS & MAI MISC PARTS & REPAIRS	060005	78.35
		I-79215	35 -5862203	REPAIRS & MAI OPEN PC FOR MISC REPAIRS	060005	69.97
01-500726	STAPLES ADVANTAGE					
		I-23960	35 -5862202	OPERATING SUP MISC OFFICE SUPPLIES	060026	76.64
01-500871	STEWART MARTIN EQUIPMEN					
		I-79145	35 -5862203	REPAIRS & MAI PARTS FOR GENSERVO MOWER	060027	84.98
01-000020	US CELLULAR					
		I-201205023676	35 -5862315	TELEPHONE UTI CELL PHONE UTIL-FLEET MAINT	059847	61.54
01-W00269	WHITES TRACTORS					
		I-898158	35 -5862203	REPAIRS & MAI PARTS FOR TRACTOR REPAIR	060038	98.00
			FUND 35	FLEET MAINTENANCE	TOTAL:	5,423.14

PACKET: 08153 CLAIMS FOR 5/22/2012

VENDOR SET: 01

FUND : 41 CIP FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-AG0769	AW DIRECT					
		1-1018627797	41 -5562401	CAPITAL OUTLA ACCESSORIES FOR NEW PU	059933	939.97
01-MC0252	MCALISTER NEW HOLLAND					
		1-CITYOFMAGG	41 -5219480	CONTINGENCY 48" CUT MOWER FOR PARKS	060001	6,342.00
01-000589	TOTAL RADIO					
		1-47899	41 -5321401	CAPITAL OUTLA GPS ANTENNAS INSTALLED	060032	8,540.25
			FUND 41 CIP FUND		TOTAL:	15,822.22

PACKET: 08153 CLAIMS FOR 5/22/2012

VENDOR SET: 01

FUND : 42 FEDERAL FORFEITURE FUND

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====					
SI-T39589 TOTAL RADIO	1-87877	42 -5321401	CAPITAL OUTLA PARTS FOR REPAIRS TO UNIT	060012	441.17
			FUND 42 FEDERAL FORFEITURE FUND TOTAL:		441.17
			REPORT GRAND TOTAL:		419,699.27

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2011-2012	01 2100	CLEET PAYABLE (COURT)	4,994.75				
	01 -2101	APLS PAYABLE - COURT	2,752.53				
	01 -2102	FORENSICS PAYABLE (COURT)	2,659.69				
	01 -2103	ORN PAYABLE (COURT)	37.43				
	01 -5210202	OPERATING SUPPLIES	279.64	3,200	525.57		
	01 -5210302	CONSULTANTS/LABOR RELATION	6,791.00	90,000	23,727.83	Y	
	01 -5210330	DUES & SUBSCRIPTIONS	50.00	2,330	40.50		
	01 -5210331	EMPLOYEE TRAVEL & TRAININ	900.00	5,000	273.47	Y	
	01 -5211202	OPERATING SUPPLIES	79.11	6,200	1,181.11		
	01 -5212306	CONTRACTED SERVICES	40.00	3,030	2,124.96		
	01 -5212317	ADVERTISING & PRINTING	17.85	3,700	1,525.41		
	01 -5213202	OPERATING SUPPLIES	442.24	3,765	1,133.44		
	01 -5213331	EMPLOYEE TRAVEL & TRAINING	250.00	4,435	1,102.24		
	01 -5214302	CONSULTANTS	7,345.50	155,200	29,213.13		
	01 -5215202	OPERATING SUPPLIES	1,418.08	6,000	368.23		
	01 -5215310	EDUCATION PROJECTS	2,000.00	6,000	0.00		
	01 -5215313	ELECTRIC UTILITY	25,020.60	360,000	14,576.60		
	01 -5215314	GAS UTILITY	994.51	15,000	7,252.87		
	01 -5215315	TELEPHONE UTILITY	1,851.31	53,000	27,905.13		
	01 -5215322	LIABILITY INSURANCE/BONDS	636.86	114,336	9,900.28		
	01 -5215323	DAMAGES	1,792.17	15,000	11,315.10		
	01 -5225202	OPERATING SUPPLIES	37.50	1,349	179.45		
	01 -5225212	FUEL EXPENSE	125.59	1,646	290.18		
	01 -5320328	INTERNET SERVICE	116.75	1,500	215.75		
	01 -5321202	OPERATING SUPPLIES	35.70	15,900	3,594.29		
	01 -5321212	FUEL EXPENSE	10,774.14	112,700	6,473.30		
	01 -5321308	CONTRACTED SERVICES	350.00	13,800	7,142.55		
	01 -5321331	EMPLOYEE TRAVEL & TRAININ	93.99	7,500	1,545.88		
	01 -5322212	FUEL EXPENSE	706.32	7,291	1,133.18		
	01 -5322319	MISCELLANEOUS	407.50	2,000	1,592.50		
	01 -5324331	EMPLOYEE TRAVEL & TRAINING	281.03	2,000	1,718.97		
	01 -5431202	OPERATING SUPPLIES	367.10	15,000	2,052.97		
	01 -5431203	REPAIRS & MAINT SUPPLIES	1,006.23	15,000	893.34		
	01 -5431207	CLOTHING ALLOWANCE	96.36	18,500	568.99		
	01 -5431212	FUEL EXPENSE	1,534.62	19,639	1,472.55		
	01 -5431328	INTERNET SERVICE	62.95	2,800	848.55		
	01 -5431331	EMPLOYEE TRAVEL & TRAININ	26.95	10,500	1,066.46		
	01 -5432202	OPERATING SUPPLIES	1,456.30	22,500	1,082.87		
	01 -5432203	REPAIR & MAINT SUPPLIES	664.69	7,500	2,646.19		
	01 -5432212	FUEL EXPENSE	1,388.21	18,463	2,103.24		
	01 -5432308	CONTRACTED SERVICES	2,581.99	40,500	9,755.49		
	01 -5432331	EMPLOYEE TRAVEL & TRAINING	1,066.00	5,000	2,752.67		
	01 -5542702	OPERATING SUPPLIES	170.93	6,600	1,085.32		
	01 -5542203	REPAIRS & MAINT SUPPLIES	2,486.26	62,200	1,370.12		
	01 -5542206	CHEMICALS	4,450.61	9,848	1,250.43		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE SUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE SUDG
01	-5542212	FUEL EXPENSE	2,879.92	38,140	6,796.40		
01	-5542398	CONTRACTED SERVICES	1,508.33	17,000	4,360.68		
01	-5542316	REPAIRS & MAINTENANCE	100.00	20,100	1,993.45		
01	-5542328	INTERNET SERVICE	148.60	2,000	441.05		
01	-5543203	REPAIRS & MAINT SUPPLIES	619.73	13,000	1,022.35		
01	-5543316	REPAIRS & MAINTENANCE	2,440.00	7,000	1,250.00		
01	-5544292	OPERATING SUPPLIES	990.48	20,360	9,322.42		
01	-5544293	REPAIRS & MAINTENANCE SUPP	1,727.89	4,500	27.67-	Y	
01	-5544296	CHEMICALS	720.00	2,000	1,280.00		
01	-5544212	FUEL EXPENSE	285.30	3,264	996.17		
01	-5544308	CONTRACT LABOR	700.00	29,600	17,238.00		
01	-5547202	OPERATING SUPPLIES	261.78	500	238.22		
01	-5547203	REPAIRS & MAINT SUPPLIES	80.58	12,000	2,402.69		
01	-5547212	FUEL EXPENSE	589.23	12,330	1,038.21		
01	-5547308	CONTRACTED SERVICES	325.53	1,000	338.41		
01	-5548293	REPAIRS & MAINTENANCE SUPP	2,838.61	50,000	610.60		
01	-5548207	CLOTHING ALLOWANCE	100.00	1,000	90.08		
01	-5548212	FUEL EXPENSE	428.92	6,703	1,033.94		
01	-5548311	PARKING RENTAL	375.00	4,500	0.50		
01	-5548316	REPAIRS & MAINTENANCE	288.26	21,600	3,644.62		
01	-5548317	ELEVATOR REPAIR/MAINTENANC	400.00	5,000	200.00		
01	-5548328	INTERNET SERVICE	75.65	1,000	167.85		
01	-5652212	FUEL EXPENSE	405.55	5,645	1,757.11		
01	-5652318	ABATEMENTS	511.50	12,000	6,866.50		
01	-5652319	DEMOLITION	2,880.00	25,000	22,120.00		
01	-5652336	FEES	88.00	2,500	1,596.00		
01	-5653202	OPERATING SUPPLIES	87.47	2,800	345.76		
01	-5653212	FUEL EXPENSE	39.18	941	384.22		
01	-5653213	SAFETY SUPPLIES	69.13	14,550	314.46		
01	-5653317	ADVERTISING & PRINTING	61.20	1,400	314.30		
01	-5653331	EMPLOYEE TRAVEL & TRAININ	115.22	2,000	229.44		
01	-5653348	DRGG TESTING/PHYSICALS	163.80	15,800	33.15		
01	-5865212	FUEL EXPENSE	4,895.49	27,400	10,338.11-	Y	
01	-5865218	STREET REPAIRS & MAINTENAN	15,725.78	264,000	8,984.01		
01	-5865328	INTERNET SERVICE	75.65	1,510	227.30-	Y	
02	-5216212	FUEL EXPENSE	466.59	11,760	5,884.84		
02	-5267313	ELECTRIC UTILITY	34,346.13	505,000	97,195.45		
02	-5267314	GAS UTILITY	139.64	7,000	2,111.84		
02	-5267315	TELEPHONE UTILITY	3,275.09	50,000	4,358.07		
02	-5267316	WATER UTILITY	26.98	8,300	1,068.82		
02	-5267323	DAMAGES	10,000.00	40,000	19,121.60		
02	-5864212	FUEL EXPENSE	74.00	14,100	7,512.07		
02	-5864308	CONTRACTED LANDFILL SERVIC	5,455.10	90,000	2,593.28		
02	-5866212	FUEL EXPENSE	2,223.60	23,520	4,427.52		
02	-5866230	RECYCLING CENTER EXPENSE	100.00	7,000	5,200.00		

** 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	-5866306	CONTRACTED REFUSE SERVICES	144,616.61	1,773,612	175,208.45		
02	-5871212	FUEL EXPENSE	417.80	3,528	1,352.98		
02	-5871302	CONSULTANTS	481.10	113,000	46,025.25		
02	-5871331	EMPLOYEE TRAVEL & TRAININ	118.06	2,300	191.59		
02	-5972212	FUEL EXPENSE	125.89	2,352	866.96		
02	-5973203	REPAIRS & MAINT SUPPLIES	627.65	65,000	331.17		
02	-5973206	CHEMICALS	954.80	6,500	1,560.70		
02	-5973212	FUEL EXPENSE	944.29	10,171	785.91-	Y	
02	-5973304	LAB TESTING	1,267.01	38,100	6,857.21		
02	-5973316	REPAIRS & MAINTENANCE	451.69	45,000	16,231.50		
02	-5973328	INTERNET SERVICE	62.95	750	126.50		
02	-5974203	REPAIRS & MAINT SUPPLIES	1,012.86	63,000	149.89		
02	-5974204	SMALL TOOLS	91.70	1,500	1,285.90		
02	-5974206	CHEMICALS	18,338.72	401,200	44,275.74		
02	-5974212	FUEL EXPENSE	735.61	12,344	1,426.18-	Y	
02	-5974304	LAB TESTING	150.00	32,000	3,648.41		
02	-5974316	REPAIRS & MAINTENANCE	635.69	60,000	59.56		
02	-5974328	INTERNET SERVICE	93.50	660	60.00		
02	-5974329	DEQ FEES	62.00	7,000	6,550.00		
02	-5975202	OPERATING SUPPLIES	358.78	4,000	346.03		
02	-5975211	WATER METERS	2,800.00	35,000	444.37		
02	-5975212	FUEL EXPENSE	3,543.91	47,040	10,310.68		
02	-5975218	STREET REPAIRS & MAINTENAN	1,536.87	219,850	64,961.32		
02	-5975235	WATER MAIN REPAIR	2,505.35	84,750	3,010.00		
02	-5975328	INTERNET SERVICE	51.35	1,500	295.25		
03	-5876203	REPAIRS & MAINT SUPPLIES	149.95	3,700	1,402.65		
03	-5876212	FUEL EXPENSE	387.89	2,520	811.32		
03	-5876313	ELECTRIC UTILITY	969.37	11,770	1,577.95-	Y	
03	-5876315	TELEPHONE UTILITY	27.57	300	53.86		
05	-5218313	ELECTRIC UTILITY	116.72	1,400	190.16		
08	-5549202	OPERATING SUPPLIES	383.40	750	281.60		
08	-5549212	FUEL EXPENSE	636.66	9,948	1,357.58		
08	-5549308	CONTRACT SERVICES	549.15	17,000	4,268.32		
08	-5549315	TELEPHONE UTILITY	62.71	2,400	138.94		
09	-5864327	SOB TITLE D EXPENSE	745.00	87,700	48,762.00		
14	-5321451	POLICE EQUIPMENT	10,000.00	23,500	0.00		
28	-5654202	OPERATING SUPPLIES	52.46	5,000	281.07		
28	-5654203	REPAIR & MAINT SUPPLIES	743.00	20,000	1,423.87		
28	-5654210	CONCESSION SUPPLIES	568.72	35,000	11,653.69		
28	-5654212	FUEL EXPENSE	470.36	1,500	720.23-	Y	
28	-5654308	CONTRACT SERVICES	117.28	4,500	2,411.98		
28	-5654313	ELECTRIC UTILITY	5,158.36	65,000	9,210.23		
28	-5654315	TELEPHONE UTILITY	110.28	3,660	1,246.68		
28	-5654316	REPAIRS & MAINTENANCE	698.50	22,000	5,353.78		
28	-5654331	TRAVEL & TRAINING	154.70	1,000	418.42		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
29	-5324202	OPERATING SUPPLIES	130.00	5,000	220.79		
29	-5324207	CLOTHING ALLOWANCE	147.92	1,750	469.58		
29	-5324212	FUEL EXPENSE	239.78	1,470	433.52-	Y	
29	-5324315	TELEPHONE UTILITY	2,761.20	45,000	15,054.04		
29	-5324331	EMPLOYEE TRAVEL & TRAININ	368.99	10,000	4,522.63		
29	-5324401	CAPITAL OUTLAY	2,424.05	30,714	2,411.95		
30	-5211361	LOBBYING SERVICES	2,000.00	24,000	2,000.00		
32	-5215405	CAPITAL OUTLAY ADA COMPLIA	635.30	36,639	0.00		
35	-5862202	OPERATING SUPPLIES	76.64	2,000	208.19		
35	-5862203	REPAIRS & MAINTENANCE SUPP	4,711.53	378,972	24,547.64		
35	-5862212	FUEL EXPENSE	573.43	19,081	14,371.90		
35	-5862315	TELEPHONE UTILITY	61.54	830	225.84		
41	-5210480	CONTINGENCY	6,349.00	47,970	41,621.00		
41	-5321401	CAPITAL OUTLAY	8,540.25	139,000	6,311.33		
41	-5342401	CAPITAL OUTLAY	939.97	110,500	1,013.78		
42	-5321401	CAPITAL OUTLAY	441.17	41,200	58.10-	Y	
** 2011-2012 YEAR TOTALS **			419,699.27				

NO ERRORS

** END OF REPORT **

PACKET: 08153 CLAIMS FOR 5/22/2012

VENDOR SET: 01

BANK : FNB FIRST NATIONAL BANK

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

FUND	PERIOD	AMOUNT
01	5/2012	128,685.38CR
02	5/2012	238,491.32CR
03	5/2012	1,534.78CR
05	5/2012	116.72CR
08	5/2012	1,651.92CR
09	5/2012	745.00CR
14	5/2012	10,000.00CR
28	5/2012	8,073.68CR
29	5/2012	6,071.94CR
30	5/2012	2,000.00CR
32	5/2012	635.30CR
35	5/2012	5,423.14CR
41	5/2012	15,829.22CR
42	5/2012	441.17CR
=====		
ALL		419,699.27CR

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

April 30, 2012

Mayor Steve Harrison
P.O. Box 578
Municipal Building
McAlester, OK 74502

Dear Mayor Harrison,

During the months of January, February and March, the Oklahomans for Independent Living provided transportation to 91 individuals. The individuals took a total of 1,336 trips. One hundred and twenty-six locations were visited including doctor's offices, pharmacies, McAlester Regional Hospital, Indian Clinic, DHS, Carl Albert Mental Health Center, DRS, grocery stores, Wal-Mart, restaurants, and a variety of other sites.

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

Drivers	\$ 6,585
Fringe Benefits	1,317
Fuel	1,452
Maintenance	627
Insurance/fees	100
Occupancy/Phone/Supplies	<u>700</u>
	\$10,781

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 700 individuals each month. Information and referral on disability related issues was provided on 624 requests.

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

Peer support activities included individual counseling and group activities. 224 individuals participated in 41 peer support and community integration activities.

Independent living skills training was provided to 20 individuals in the forms of money management, reading, computer skills training and preparation to take the written portion of the driver's examination.

Usable equipment is donated to OIL and OIL passes the equipment on to individuals with disabilities. 24 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 61 individuals at risk of nursing home placement. Case management services ensure community resources are developed and used to assist people to live in their homes versus nursing home placement. OIL assisted 1 individual in moving out of nursing homes back into the community.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Ward", written in a cursive style.

Mike Ward
Executive Director

Cc Peter Stasiak, City Manager

Re-Appointment

**City of McAlester
Audit & Finance Advisory Committee
Term Expires 03/31/13**

Walter Bethune

Attended ECOSU for 2 years, ECOSU majoring in accounting 2 years

Worked 15 years for the McAlester Clinic as bookkeeper.

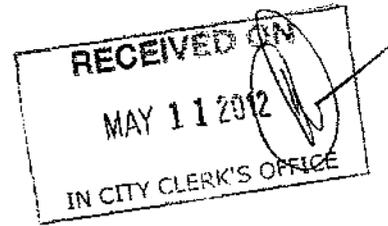
Controller for MEECO for 12 years.

I have been in private practice for 19 years and presently located in The First National Bank Center.

Born and raised in McAlester, OK.

Married to Shiela and have 4 children.

Life time member of the First United Methodist Church.



May 3, 2012

Honorable Mayor and Members of the City Council
City of McAlester
P.O. Box 578
McAlester, OK 74502-0578

To the Honorable Mayor and Members of the City Council:

Crawford & Associates, P.C. is pleased that the City of McAlester (the City) continues to express its confidence in our firm and our state and local government expertise. We look forward to a continued long and successful relationship as an integral financial management resource to the City of McAlester management and governing body.

We are prepared to provide a full range of accounting and consulting services to the City of McAlester contingent upon approval of your management and/or governing body. The purpose of this engagement letter is to identify the scope of available services from Crawford & Associates, the specific initial services requested at this time, and to confirm the terms, objectives, and limitations of our engagement services.

Scope of Services

The scope of professional services that are available and can be provided to the City of McAlester are outlined below under the heading *Scope of Available Services*. While this listing includes a range of services available from Crawford & Associates, the specific initial services requested to be provided at the current time are separately identified under the heading *Initial Services Requested*. Any additional services that are available from Crawford & Associates beyond these initially requested services can be provided upon subsequent specific request and agreement.

Scope of Available Services

- Compilation of Annual Financial Statements (Restricted for Management Use Only)
- General Accounting and Advisory Assistance
- Budget Preparation and Amendment Assistance
- Capital Asset Records and Accounting Assistance
- Information Technology System Assistance
- Internal Control Policies and Procedures Assistance
- Labor Relations Consulting
- Laws and Regulations Compliance Assistance
- Investigation of Allegations or Concerns
- Tax and Other Regulatory Report Assistance

Initial Services Requested

- Compilation of Annual Financial Statements (Restricted for Management Use Only)
- General Accounting and Advisory Assistance

Services Related to the Compilation of Annual Financial Statements

The objective of a compilation is to assist you in presenting financial information in the form of financial statements. We will utilize information that is your representation without undertaking to obtain any assurance that there are no material modifications that should be made to the financial statements in order for the statements to be in conformity with the applicable financial reporting framework defined below.

Applicable Financial Reporting Framework

In regards to the applicable financial reporting framework to be used in the compilation of the annual financial statements, it is our understanding that:

- a. Management has elected to present the annual financial statements in accordance with *accounting principles generally accepted in the United States of America*.
- b. Management understands the applicable financial reporting framework and has taken the necessary steps to determine that it is an appropriate and acceptable framework for meeting its financial reporting needs.
- c. While management ultimately intends to use the audited financial statements for general use, management intends for these compiled financial statements to be used solely for providing such statements to the City's external financial statement auditor for their use in conducting the financial statement audit. Therefore, such compiled financial statements will be restricted for management's use only.

Crawford & Associates' Responsibilities

We will compile, from information you provide, the annual financial statements of the financial reporting entity of the City of McAlester as of and for the year ended June 30, 2012. Such financial statements will include the following to the extent they apply to the applicable financial reporting framework defined above:

- a. Management's Discussion and Analysis
- b. Basic Financial Statements
- c. Required Supplementary Information
- d. Other Supplementary Information (to the extent management elects to include)

We will disclose to you any known and uncorrected departures from the applicable financial reporting framework identified in the compilation of the annual financial statements.

We are responsible for conducting the engagement in accordance with the Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants (AICPA) that are applicable to compiled financial statements that are not intended for use by third parties.

The compilation engagement services will result in compiled annual financial statements that are restricted as to use by management solely for the purpose of providing such compiled financial statements to the external auditor for the conduct of the annual financial statement audit. As provided for in the AICPA's Standards for Accounting and Review Services for compilations not expected to be used by third parties, we will not issue a compilation report in conjunction with these compiled financial statements, and instead, we will use this engagement letter as documentation and confirmation of your understanding of the services to be performed and the limitations on the use of the compiled financial statements. As such, we will follow the applicable AICPA guidance and mark each page of the compiled financial statements as "Restricted for Management's Use Only".

Management's Responsibilities

In conjunction with the compilation of the annual financial statements, management is responsible for:

- a. the preparation and fair presentation of the financial statements in accordance with the applicable financial reporting framework as defined above, including all necessary informative disclosures;
- b. designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements;
- c. preventing and detecting fraud;
- d. identifying and ensuring that the entity complies with the laws and regulations applicable to its activities; and
- e. making all financial records and related information available to us.

Limitations of a Compilation

A compilation differs significantly from a review or an audit of financial statements. A compilation does not contemplate performing inquiry, analytical procedures, or other procedures performed in a review. Additionally, a compilation does not contemplate obtaining an understanding of the entity's internal control; assessing fraud risk; testing accounting records by obtaining sufficient appropriate audit evidence through inspection, observation, confirmation, or the examination of source documents (for example, cancelled checks or bank images); or other procedures ordinarily performed in an audit.

Accordingly, we will not express an opinion or provide any assurance regarding the financial statements being compiled.

Our engagement cannot be relied upon to disclose errors, fraud, or illegal acts. However, we will inform the appropriate level of management of any material errors, and of any evidence or information that comes to our attention during the performance of our compilation procedures that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our compilation procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential.

The financial statements will not be accompanied by an accountant's report and are for management's use only and are not to be used by a third party. Your external financial statement auditor is not considered a third party for these purposes.

Management's Acknowledgements

In regards to the compilation of the annual financial statements, by signing this engagement letter, management acknowledges its understanding and acceptance of the following:

- a. That the nature and limitations of the compilation services and the restricted use of such financial statements only by the external auditor in conjunction with the financial statement audit;
- b. That a compilation is limited to presenting, in the form of financial statements, information that is the representation of management; and the work performed by Crawford & Associates in compiling the annual financial statements cannot be relied upon to disclose errors, fraud, or illegal acts;
- c. That the financial statements will not be audited by Crawford & Associates and no opinion or any other form of assurance on the financial statements will be provided in conjunction with the compilation;
- d. That management has knowledge about the nature of the procedures to be applied and the applicable financial reporting framework and assumptions to be used in the preparation of the financial statements;

- e. That the compiled financial statements are not to be used by any third parties for any purpose (the financial statement auditor is not considered to be a third party); and
- f. That management is ultimately responsible for the fair presentation of the financial statements and management will make such representations to the external auditors.

Other Requested and Available Services

In conjunction with the other requested and available services (other than the compilation of the annual financial statements) as identified in the Scope of Services section of this letter, Crawford & Associates will be responsible for providing such services upon request in accordance with the applicable professional standards of the AICPA. It is anticipated that most if not all of these other services will be performed in accordance with the standards applicable to consulting services as prescribed by the AICPA.

In conjunction with any services provided related to the preparation of the City's annual budget, such services will be limited to providing management with assistance and guidance in preparing its draft budget document for management's submission and presentation to the governing body, including assistance with the development of draft budget document forms. Management will be responsible for determining all budget amounts and projections, and our services will be limited to assisting management in the preparation and assembly of management's draft budget document. Management will also be responsible for submitting and presenting their proposed budget to the governing body. Our services with regards to budget assistance will not involve a compilation or submission of a budget document in the form of forecasted financial statements pursuant to the attestation standards of the AICPA.

Crawford & Associates, is not obligated to, but may report or otherwise communicate to management any recommendations, it determines necessary, resulting from the professional services provided.

Management and the governing body will be responsible for establishing the scope of our other professional services to be provided and for providing the necessary resources allocated to the work; such responsibility includes determining the nature, scope, and extent of the services to be performed, providing sufficient appropriation for the estimated cost of these services, providing overall direction and oversight for each service, and reviewing and accepting the results of the work.

Access to Working Papers and Reports

Any working papers prepared by Crawford & Associates in connection with performing the compilation and other professional services are the property of Crawford & Associates. Upon request, copies of any or all working papers and reports that we consider to be nonproprietary will be provided to management. Management may make such copies available to its external auditors and to certain regulators in the exercise of their statutory oversight responsibilities. Such copies may not be made available to any other third party without the prior written consent from Crawford & Associates.

Fees and Costs

Fees and out-of-pocket expenses for this engagement will be billed as the work progresses and payable upon receipt of our invoices. Out-of-pocket expenses include such costs incurred by Crawford & Associates in providing the services including travel, lodging, telecommunications, printing, document reproduction, and the like. Our fees for these services will be billed at our standard hourly rates, as follows, for the individual performing such services based on the actual number of hours of work, including travel time, performed by that individual.

Standard Hourly Rates:

- Firm Chairman \$200
- Firm President \$200
- Shareholders \$150
- Consulting Managers \$135
- Accounting & Consulting Staff \$95
- Clerical Staff \$30

Because Crawford & Associates has no direct control over the type and amount of services requested by the management or the governing body during the term of this engagement, nor does Crawford & Associates have direct control over the quality of your accounting system or records, potential turnover of your staff, or your staffing levels, resources, or capabilities, it is impractical for us to provide an accurate amount of hours that will be required for the services requested or a not-to-exceed limit on fees and expenses charged. We will rely on you to provide us with a copy of approved purchase orders, containing estimated fees and expenses, monitor the cumulative fees and expenses charged, and notify us if and when the cumulative amount approaches the total appropriated level estimated. You also agree to provide sufficient appropriation for all services requested prior to the services being performed. For purposes of purchase order preparation, we will be glad to provide you with an estimated range of fees and expenses upon request.

The City agrees to provide sufficient appropriation for all services requested prior to the services being performed. For purposes of purchase order preparation, we will be glad to provide the City with an estimated range of fees and expenses upon request.

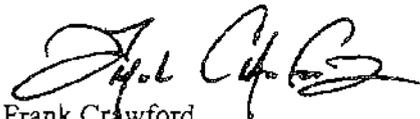
The term of this engagement is a period from July 1, 2012 through June 30, 2013. Crawford & Associates may perform additional services upon receipt of a formal request from management or the governing body with terms and conditions that are acceptable to both parties.

The agreements and undertakings contained in this engagement letter, shall survive the completion or termination of this engagement.

Acceptance

Please indicate your acceptance of this agreement by signing in the space provided below and returning this engagement letter to us. A duplicate copy of this engagement letter is provided for your records. We look forward to continuing our professional relationship with the City of McAlester.

Respectfully submitted and agreed to by,



Frank Crawford
Crawford and Associates, P.C.

Accepted and agreed to for the City of McAlester:

By: _____

Title: _____

Date: _____

Service Solution

Customer: SOUTHEAST EXPO CENTER
Date: 07-MAR-12
Proposal #:159756
Term:01-JUN-12 to 31-MAY-13

SimplexGrinnell
Sales Representative:
Sonie Cook
6111 NEW SAPULPA RD
TULSA, OK 74131-2648
socook@simplexgrinnell.com

Billing Customer:
SOUTHEAST EXPO CENTER
4500 W Hwy 270
Po Box 578
MCALESTER, OK 74502-0000

Service Location:
SOUTHEAST EXPO CENTER
4500 W Hwy 270
Po Box 578
MCALESTER, OK 74502-0000

INVESTMENT SUMMARY

<u>Service/Product Description</u>	<u>Quantity</u>	<u>Frequency</u>	<u>Investment</u>
Recurring Annual Investment			
Fire Alarm Test & Inspect			\$588.00
SIMPLEX 4004/4005 SYSTEM			
Main Fire Alarm Panel	1	Annual	
Smoke Detector Conventional	36	Annual	
Heat Detector Restorable	13	Annual	
Duct Detector Conventional	8	Annual	
Pull Station	20	Annual	
Audio-Visual Notification Conventional	40	Annual	
Waterflow Electronic Test	2	Annual	
Tamper Switch(electronic test only)	2	Annual	
Sprinkler Test & Inspect			\$414.00
WET SPRINKLER SYSTEM			
Backflow Preventer-Fire	1	Annual	
Wet System Annual Test (Includes Tamper, Flow, Gate Valve, Fire Dept Connection, Hydraulic Nameplate Verification & Main Drain)	2	Annual	
Total Recurring Annual Investment:			\$1,002.00

*Excludes applicable Sales Tax
Service Solution Valid for 45 Days*

SimplexGrinnell BE SAFE.

SUMMARY OF SERVICES

Sprinkler Test & Inspect

TEST AND INSPECTION:

SimplexGrinnell trained technicians will perform inspections and diagnostic tests for the accessible fire sprinkler devices listed and currently connected to fire sprinkler system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested.)

DOCUMENTATION:

Accessible components and devices logged for:

- Test results
- Any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Fire Alarm Test & Inspect

TEST AND INSPECTION:

SimplexGrinnell trained technicians will perform inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested)

DOCUMENTATION:

Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.

SimplexGrinnell BE SAFE.

Service Solution

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by SimplexGrinnell LP ("Company") to **SOUTHEAST EXPO CENTER** and is effective 01-JUN-12 to 31-MAY-13 (the "Initial Term").

PAYMENT TERM: Annual After Service is Performed

PAYMENT AMOUNT: \$1,002.00 - Proposal #: 159756

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Customer:

SimplexGrinnell:

Signature: _____

Sonie Cook

Print Name: _____

Phone #: 918-291-3143

Title: _____

Fax #: 918-582-6207

Phone#: _____

License #: (if Applicable) Oklahoma Alarm Lic #6111

Fax #: _____

Authorized Signature: *Sonie Cook*

Email: _____

Print Name: Sonie Cook

PO#: _____

Title: Sales

Date: _____

Date: 4-27-12

TERMS AND CONDITIONS

1. Term. The initial Term of this Agreement shall commence on the date of this Agreement and continue for the period indicated in this Agreement. At the conclusion of the initial Term, this Agreement shall automatically extend for successive terms equal to the initial Term, each and together a "Term" of this Agreement, unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term.

2. Payment. Payments shall be invoiced and due in accordance with the terms and conditions set forth in this Agreement. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to the Customer or annually to reflect increases in material and labor costs. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, installation or alarm permits, false alarm assessments, or any charges imposed by any government body, however designated, levied or based on the service charges pursuant to this Agreement. The Customer's failure to make payment when due is a material breach of this Agreement.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability for Services performed on site at Customer's premises shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.** The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including

business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 17 of this Agreement.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m.), Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests, e.g. working around equipment shutdowns, after hours work.

Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). **UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.**

9. Customer Responsibilities. Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- Provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- Supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- Notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- Provide a safe work environment;
- In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement.

10. Repair Services. Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair

or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

12. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

13. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. (i) In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination. (ii) If Company is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of the bid, proposal or date Company executed this Agreement, whichever occurred first, then Company may pass through that increase through a reasonable price increase to reflect increased cost of materials.

14. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

15. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "Permit confined space," as defined by OSHA,
- Risk of infectious disease,
- Need for air monitoring, respiratory protection, or other medical risk,
- Asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

16. Remote Service. If Customer selects Remote Service, Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the internet, Remote Service does not constitute monitoring of the system and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. The Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 17.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.

17. Monitoring Services. If Customer has selected Monitoring services, the

following shall apply to such services:

A. Alarm Monitoring Service. Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

B. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences there from that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences there from, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.** The limitations of liability set forth in this Agreement shall

inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

C. Indemnity, Insurance. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

D. No modification. Modification to Sections 17 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 17 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

E. Customer's Duties. In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 17:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company.

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation", or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

F. Communication Facilities.

i. Authorization. Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as "Communication Company"). Should any third party service, equipment or facility be required to perform the Monitoring services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring services upon notice to Customer.

ii. Digital Communicator. Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. Derived Local Channel. The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the

Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 17.

iv. CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.

G. Verification; Runner Service. Some jurisdictions may require alarm verification by telephone or on-site verification (Runner Service) before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

H. Personal Emergency Response Service. If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response.

18. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. Where Company provides product or equipment of others, Company will

warrant the product or equipment only to the extent warranted by such third party. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.

19. Taxes, Fees, Fines, Licenses, and Permits. Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

20. Outside Charges. Customer understands and accepts that Company specifically denies any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

21. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

22. Waiver of Subrogation. Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

23. Force Majeure, Exclusions. Company shall not be responsible for delays, interruption or failure to render services due to causes beyond its control, including but not limited to material shortages, work stoppages, fires, civil disobedience or unrest, severe weather, fire or any other cause beyond the control of Company. This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-Company installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered System(s) and Company shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

24. Delays. Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

25. Termination. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

26. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

27. Default. An Event of Default shall include 1) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, 2) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 3) abuse of the System or the Equipment, 4) failure by Customer to observe, keep or perform any term of this Agreement; 5) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable,

provided that all past due amounts shall bear interest at the rate of 1 1/2% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid, 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

28. One-Year Limitation on Actions; Choice of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, Agreement, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

29. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

30. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

31. Headings. The headings in this Agreement are for convenience only.

32. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

33. Electronic Media. Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

34. Legal Fees. Company shall be entitled to recover from the Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

35. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act. NY Licensed by the N.Y.S. Department of the State; TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710. License numbers available at www.simplexgrinnell.com or contact your local SimplexGrinnell office.

BCOM

<p>RETURN FORM TO: Aetna PO Box 14383 Lexington, KY 40512-4383</p>
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BILLING AND COLLECTION AGREEMENT

This Billing and Collection Agreement (“Agreement”) is entered into as of the effective date below among Aetna Health Management, LLC, a Delaware limited liability company, Customer (specified below) and Producer (specified below). Aetna Health Management, LLC and its affiliates are collectively referred to as “Aetna.” Aetna, Customer and Producer are collectively referred to as the “Parties”.

RECITALS:

1. Customer has certain medical insurance product(s) from Aetna (“Medical Products”);
2. Producer is an independent contractor and not an employee of Customer or Aetna;
3. Customer has engaged Producer in connection with such purchase to provide services (“Services”) in connection with the Medical Products for agreed-upon compensation (“Service Fees”) in compliance with applicable state law; and
4. Customer and Producer acknowledge and agree that Aetna has no involvement in providing the Services or determining the amount of the Service Fees.

IN CONSIDERATION OF THE ABOVE, the Parties agree to the extent permitted by applicable law:

1. Customer will pay Producer the Service Fees as specified below.
2. Aetna will collect the Service Fees as Producer’s agent for this limited purpose. Customer’s payment of the Service Fees in valid funds to Aetna discharges Customer’s Service Fees payment obligation. Producer constructively receives such funds when Aetna receives them, and Producer thereafter has a right to payment only from Aetna.
3. The Service Fees are neither consideration for nor a condition of receiving insurance coverage from Aetna. Notwithstanding this distinction, for administrative convenience Aetna may include the Service Fees in the same bill Aetna sends Customer to collect insurance premiums.
4. Aetna shall pay the Service Fees to Producer within thirty (30) days following the end of the calendar month in which Aetna receives valid funds from Customer. If Customer pays Aetna less than the sum of the premium and Service Fees then due, Customer may instruct Aetna on how to divide the payment between premium and Service Fees. Absent such instruction, Aetna shall apply the payment pro rata between premium and Service Fees.
5. Producer acknowledges that Aetna will keep any income earned on the Service Fees before Aetna pays the Service Fees to Producer, and that will be Aetna’s sole compensation under this Agreement.

6. Aetna shall have no duties or obligations except as explicitly set forth in this Agreement. Without limiting the foregoing, Aetna shall not have any duty (a) to pay Producer any amounts except valid funds that Aetna actually receives from Customer or (b) to oversee Producer's performance of the Services.
7. Absent Customer's written instruction to the contrary, Aetna shall, with respect to the Services, (a) issue the appropriate Form 1099 to the Producer and file the information on such Form with the appropriate federal and state taxing authorities under the Aetna name and Employer Identification Number; and (b) if applicable for Customer, give Customer a summary of Service Fees paid to Producer on Customer's behalf for use in Form 5500 reporting. Customer may not seek liability against Aetna under any legal theory for any action Aetna takes pursuant to this paragraph.
8. Any Party may terminate this Agreement upon thirty (30) days prior written notice to the other Parties, but otherwise it shall continue in full force and effect as long as Customer purchases Medical Products. If Customer notifies Aetna in writing of a change in producers, this Agreement shall terminate automatically as to Producer. The new Producer may become a party to this Agreement, and in that event Aetna shall bill and collect the Service Fees for the new Producer beginning the calendar month after Aetna receives notice of such change.
9. No Party may assign its rights or duties under this Agreement without the prior written consent of the other Parties, except that Aetna may assign this Agreement upon thirty (30) days prior written notice to the other Parties.
10. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both oral and written, between the Parties with respect to the subject matter hereof. Nothing contained in this Agreement will require any Party to violate any applicable law.
11. Aetna may amend or modify any provision in this Agreement upon thirty (30) days prior written notice to the other Parties. Otherwise, this Agreement may be amended or waived only in writing. In the case of an amendment, the written amendment must be signed by each Party, and in the case of a waiver, the written waiver must be signed by the Party against whom the waiver is to be effective.

SERVICES FEE: 4 % of Total Amount Due [Medical Premium Plus Services Fee]

EFFECTIVE DATE: 07/01/2012
(MM/DD/YYYY)

GROUP NUMBER(s): _____

CONTROL NUMBER (s): _____

AETNA HEALTH MANAGEMENT, LLC

Signature: *Kim A Keck*
Print Name: Kim A. Keck
Title: Head of Middle Markets
Date: 3/9/2011

Apex Global Partners, Inc.

Signature: *Colin McNeese*
Print Name: Colin McNeese
Title: Executive Vice President
Date: 05/15/12
(MM/DD/YYYY)
Tax ID/SSN/NPN: 20-4634415

City of McAlester, Oklahoma

Signature: _____
Print Name: Peter J. Stasiak
Title: City Manager
Date: 05/18/12
(MM/DD/YYYY)

Producers and customers may complete the Billing and Collection Agreement to specify the fee amount, to identify the parties and to add associated identifying information such as control numbers. Aetna does not agree to and will not be bound by any other additions or changes to the template agreement.



McAlester City Council

AGENDA REPORT

Meeting Date: May 22, 2012 Item Number: 1
Department: City Manager
Peter J. Stasiak/Millie
Prepared By: Vance, Private Consultant Account Code: _____
Date Prepared: May 14, 2012 Budgeted Amount: _____
Exhibits: 6

Subject

Consider and act upon, Proposed Budget for the CDBG-EDIF Hampel Oil Distributors, Inc. Water Line/Railroad Crossing Project.

Recommendation

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

Discussion

Attachments:

- 1) Source & Use Funds -- Proposed Budget
- 2) Opinion of Probable Construction Cost
- 3) Hampel Oil Participation in CDBG-EDIF Grant Letter
- 4) Steven Taylor Industrial Park Engineering Report
- 5) Location Map
- 6) Site Plan

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head		
City Manager	P. Stasiak 	05/14/12

SOURCE AND USE FUNDS						
Use of Funds	OTHER SOURCES OF FUNDS					TOTAL
	CDBG-EDIF GRANT	City of McAlester	Hempel Oil			
Infrastructure Improvements – Water	115,000.00					115,000.00
Infrastructure Improvements - Wastewater						
Infrastructure Improvements – Transportation						
Infrastructure Improvements – Other (specify) Rail Road Crossing	25,000.00					25,000.00
Land and Building Acquisition						
Construction or Renovation			800,000.00			800,000.00
Furniture and Fixtures						
Machinery and Equipment						
Engineering – Basic		16,400.00				16,400.00
Engineering – Resident Inspection		6,600.00				6,600.00
Other Professional Fees – (specify)		1,000.00				1,000.00
Project Administration		11,200.00				11,200.00
DEQ Permit Fee		691.50				691.50
TOTAL	140,000.00	35,891.50	800,000.00			975,891.50



MEHLBURGER BRAWLEY

THE MERGING OF NRS, INC.
THE MEHLBURGER FIRM • BRAWLEY ENGINEERING CORP.

Opinion of Probable Construction Cost

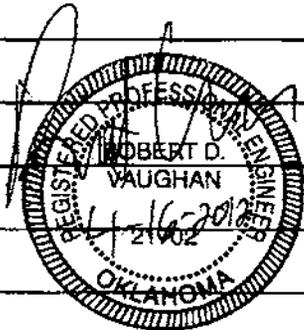
McAlester Public Works Authority

April 16, 2012

Page 1 of 1

Taylor Industrial Park, 8-Inch Water Main to Lot B-2

Item	Description	Unit	Qty	Unit Price	Total Price
1	8-inch C-900 PVC Water Main	Linear Foot	2,400	\$ 30.00	\$ 72,000.00
2	8-inch Gate Valve and Box	Each	3	\$ 2,000.00	\$ 6,000.00
3	16-inch Railroad Bore, Steel Casing and 10-inch HDPE Carrier Pipe	Linear Foot	50	\$ 200.00	\$ 10,000.00
4	Fire Hydrant Assembly	Each	1	\$ 3,500.00	\$ 3,500.00
5	12"X8" Stainless Steel Tapping Tee and Valve	Each	1	\$ 10,000.00	\$ 10,000.00
6	8" to 6" Connection	Each	1	\$ 3,500.00	\$ 3,500.00
7	Concrete Surface Repair	Linear Foot	50	\$ 50.00	\$ 2,500.00
8	Gravel Surface Repair	Linear Foot	500	\$ 15.00	\$ 7,500.00
9	Railroad Crossing Improvements	Lump Sum	1	\$ 25,000.00	\$ 25,000.00
Construction Total					\$ 140,000.00
Engineering					\$ 16,400.00
Resident Project Representative					\$ 6,600.00
Survey					\$ 1,000.00
CDBG Grant Administration					\$ 11,200.00
ODEQ Permit					\$ 691.50
Total Project Cost					\$ 175,891.50





3727 S. West Street
Wichita, KS 67217

March 27, 2012

Karen Adair, Senior Planner
Oklahoma Department of Commerce
900 North Stiles Avenue
Oklahoma City, OK 73104-3234

RE: Participation in CDBG-EDIF Grant

Dear Ms. Adair,

Hampel Oil is pleased to work with the City of McAlester in bringing our new facility McAlester, Oklahoma.

This is to serve as a written and formal commitment from Hampel Oil and to verify our portion of the matching funds. Hampel Oil will contribute \$800,000 towards the project. Our funds will be spent on the construction of a building, fencing, a truck yard, and a fuel tank. Enclosed please find a verification letter of funding from our bank and a breakdown of costs. Further, Hampel Oil will be creating 4 new permanent jobs within 3 years and 3 of those jobs will be made available to low/moderate income persons.

We appreciate your assistance and the opportunity to be involved with this program.

Sincerely,

A handwritten signature in black ink, appearing to read "Bob Hampel".

Bob Hampel, Principal

**CITY OF McALESTER
STEVEN TAYLOR INDUSTRIAL PARK
IMPROVEMENTS TO SERVE LOT B-2
ENGINEERING REPORT
APRIL 2012**

I. SUMMARY

An industry has expressed interest into locating their facilities and jobs to Lot B-2 in the Steven Taylor Industrial Park. The lot currently has no water lines for fire protection. This report is written to provide documentation of the improvements needed to serve the property with water for fire protection.

II. PROJECT PLANNING AREA

A. Location

The project is located in the NW/4 of Section 10, Township 5 North, Range 14 East in Pittsburg County; west of the City of McAlester. A location map is attached for reference.

B. Environmental Resources Present

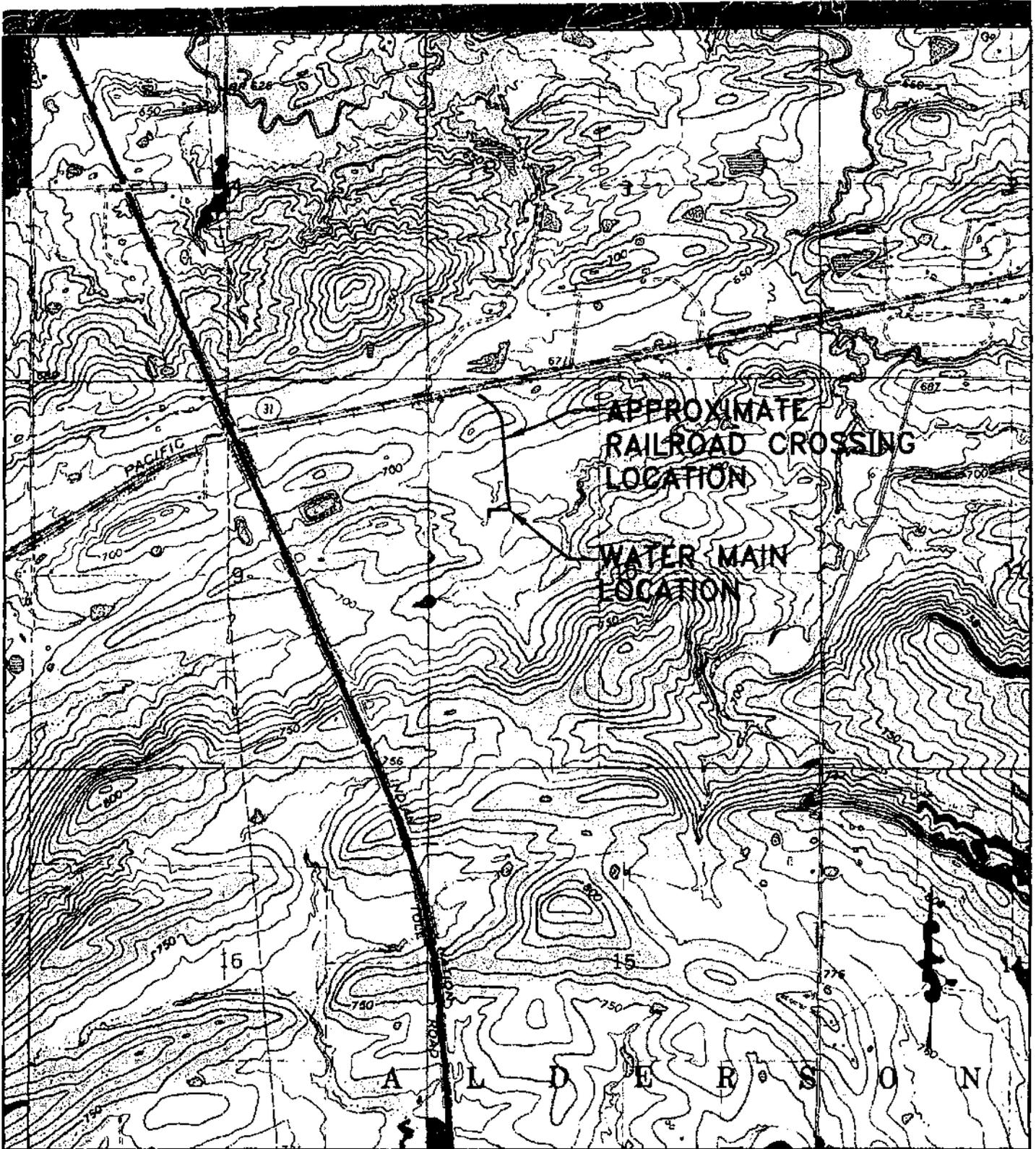
The improvements will be the construction of water lines in existing right of ways and concrete paving on an existing railroad crossing, with minimal impact to environmental resources. A separate environmental information document will be prepared as required by the funding agency.

III. PROPOSED IMPROVEMENTS

There is an existing 12-inch water line along Capital Drive, approximately 900 linear feet north of the proposed site. There is also an existing 6 inch line at the east end of Edison Drive, approximately 1500 linear feet south of the proposed site. The proposed 8-inch water line to serve the site is planned to connect to both existing lines to provide a looped system. This looped system will accomplish two objectives. First, DEQ Regulation *OAC 252:626-19-1(d)* states "Minimize dead ends by looping of all mains whenever practical". The second objective is to provide fire protection to the site and in order to achieve fire flows; the site has to be fed from both directions. Fire flow would be accomplished by the water supply coming from both the existing 6-inch line south of the site and existing 12-inch line north of the site. The 8-inch line would be extended across the existing railroad by boring and casing.

The gravel road to the proposed site also crosses the railroad tracks. The crossing would need improved to accommodate vehicular traffic by installing concrete paving at the crossing.

A detailed cost estimate is provided for the proposed improvements.



LOCATION MAP
 SCALE: 1" = 2000'

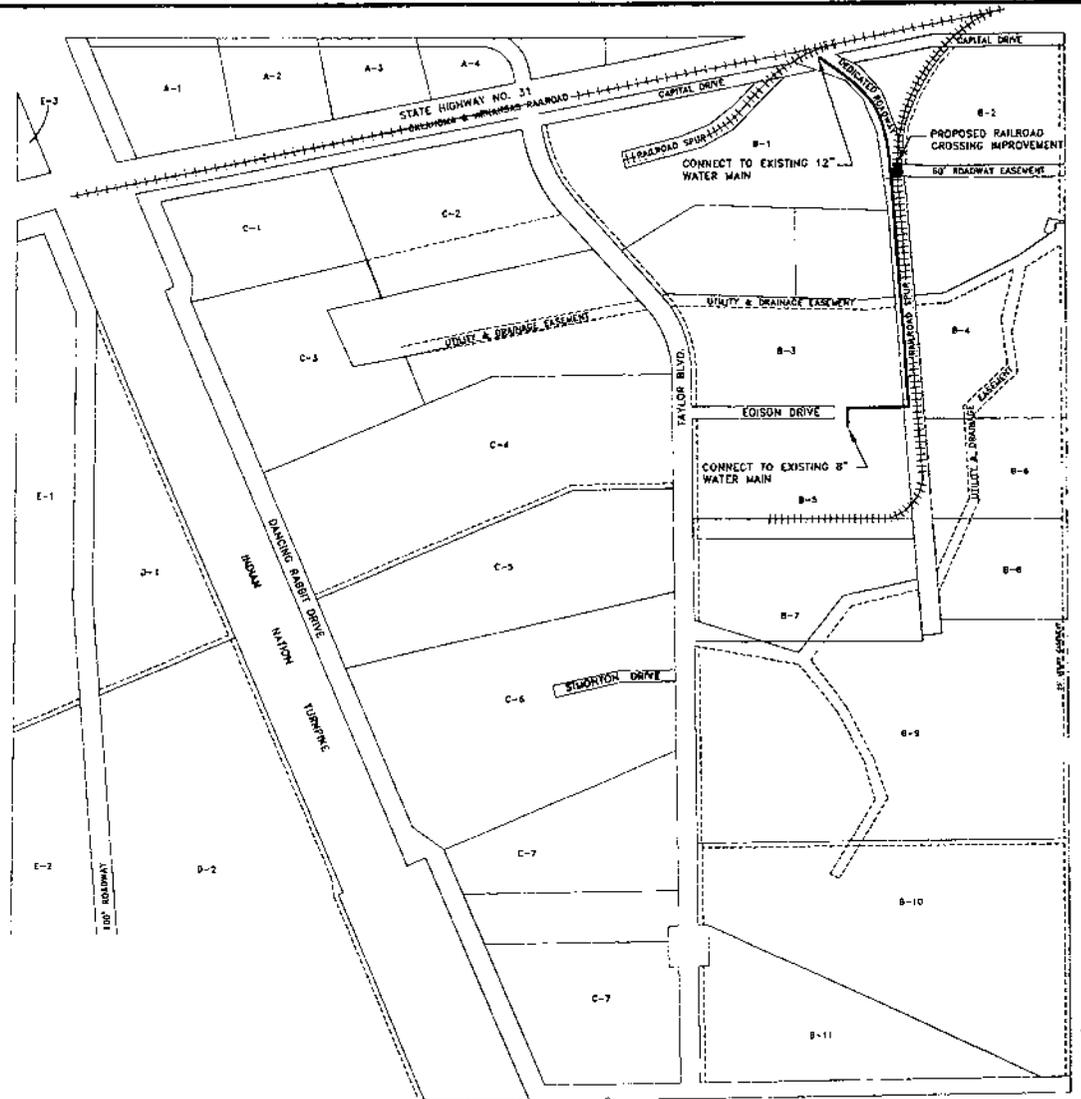
EXHIBIT
CITY OF MCALESTER
STEVEN TAYLOR INDUSTRIAL PARK
8" WATER MAIN IMPROVEMENTS



MEHLBURGER BRAWLEY
 THE MERGING OF NRB, INC.
 THE MEHLBURGER FIRM • BRAWLEY ENGINEERING CORP.
 710 S. GEORGE HIGH EXPRESSWAY, MCALESTER, OK, 74801
 (918) 432-8900 • (918) 432-8501 FAX

CONSTRUCTION NOTES

1. CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES TO HAVE UTILITIES LOCATED AND SHALL BE RESPONSIBLE FOR DAMAGE TO ALL UTILITIES ARISING FROM CONTRACTOR'S WORK REGARDLESS OF BEING SHOWN OR OMITTED FROM THESE DRAWINGS. CONTRACTOR SHALL CALL OIKIE BEFORE PERFORMING ANY EXCAVATION.
2. CONTRACTOR SHALL COORDINATE CONSTRUCTION WITH UTILITY COMPANIES AS REQUIRED.
3. CONTRACTOR SHALL SUBMIT WORK SCHEDULE TO OWNER PRIOR TO BEGINNING CONSTRUCTION.
4. THE CONTRACTOR SHALL NOTIFY CITY OF MCALESTER AND ALL APPLICABLE LANDOWNERS 48 HOURS PRIOR TO CONSTRUCTION ON THE PROPERTY.
5. ALL VALVE BOX ASSEMBLIES SHALL BE CONSTRUCTED FLUSH WITH FINISHED GRADE.
6. ALL PIPING SHALL BE TESTED (PER SPECIFICATIONS) PRIOR TO USE.
7. ALL DEBRIS SHALL BE DISPOSED OF AS DIRECTED BY THE OWNER AND IN ACCORDANCE WITH ALL FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS.
8. ROCK EXCAVATION SHALL NOT BE MEASURED FOR PAYMENT AND SHALL BE INCLUDED IN THE PRICE BID FOR OTHER ITEMS OF WORK.
9. ALL MISCELLANEOUS REMOVAL ITEMS REQUIRED FOR CONSTRUCTION ARE TO BE FIELD LOCATED BY THE CONTRACTOR PRIOR TO BIDDING. THESE ITEMS WILL NOT BE MEASURED FOR PAYMENT AND SHALL BE INCLUDED IN THE PRICE BID FOR OTHER ITEMS OF WORK.
10. ANY AND ALL DISTURBED AREAS SHALL BE TOPSOILED, FERTILIZED, AND HYDROMULCHED, PER SPECIFICATIONS. THIS WORK WILL NOT BE MEASURED FOR PAYMENT. COST SHALL BE INCLUDED IN THE PRICE BID FOR ASSOCIATED ITEMS OF WORK.
11. CONTRACTOR SHALL FIELD VERIFY THE LOCATION, SIZE, TYPE, AND EXTENTS OF ALL STRUCTURES, FENCES, SLABS, AND ANY OTHER ITEMS WITHIN THE CONSTRUCTION AREA PRIOR TO CONSTRUCTION. ANY DAMAGE TO EXISTING FACILITIES OF ANY TYPE SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER.
12. CONSTRUCTION AREA SHALL BE SMOOTHLY GRADED AND LEFT FREE OF RUTS, TRACKS, AND DEBRIS UPON FINAL CLEANUP. CONTRACTOR SHALL MAINTAIN A TIDY AND WELL ORGANIZED SITE THROUGHOUT CONSTRUCTION.
13. QUALITY CONTROL AND ACCEPTANCE TESTING TO MEET WITH STANDARDS CITED IN THE CONTRACT DOCUMENTS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. COST SHALL BE INCLUDED IN ASSOCIATED ITEMS OF WORK.
14. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE REQUIRED 10 FOOT HORIZONTAL AND 2 FOOT VERTICAL SEPARATION BETWEEN SANITARY SEWER AND POTABLE WATER LINES. ALL OTHER PIPING SHALL MAINTAIN A MINIMUM OF 5" SEPARATION.
15. CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING PROPERTY OWNERS PRIOR TO ENTRY OF PROPERTY. TEMPORARY FENCING SHALL BE INSTALLED AT FENCE CROSSINGS IMMEDIATELY. PERMANENT FENCING OF EQUAL OR BETTER CONDITION SHALL BE CONSTRUCTED UPON COMPLETION OF CLEAN UP.
16. SEWER MAINS SHALL BE CONSTRUCTED UTILIZING A LASER WITH GRADE ESTABLISHED THROUGH SEWER PIPE. MINIMUM GRADE FOR 8" SEWER 0.40%
17. ALL MANHOLES CONSTRUCTED IN HWY. R.O.W. SHALL BE FLUSH WITH NATURAL GROUND.
18. EXACT LOCATION OF SERVICE CONNECTIONS TO BE DETERMINED BY CONTRACTOR IN THE FIELD.
19. ALL SEWER MAINS TO BE TESTED (PER SPECIFICATIONS) PRIOR TO TIE-IN OF EXISTING SERVICES TO NEW SERVICE LINES.
20. CONTRACTOR SHALL TIE-IN ALL EXISTING SERVICES TO NEW SANITARY SEWER LINE. NEW SERVICES SHALL BE RUN AT A MINIMUM TO THE EDGE OF THE EASEMENT OR R.O.W. THE TIE-IN SHALL PROVIDE A SMOOTH LEAK-PROOF TRANSITION FROM THE EXISTING SERVICE TO THE NEW.
21. THE CONTRACTOR SHALL UNCOVER AS MUCH EXISTING SERVICE LINE AS NECESSARY TO PROVIDE A PROPER TIE-IN WITH SUFFICIENT GRADE FROM TIE-IN TO NEW SEWER MAIN.
22. PIPE MATERIAL AND CLASS NOT SPECIFICALLY INDICATED ON THE DRAWINGS SHALL BE INDICATED IN THE SPECIFICATIONS.
23. WHEN TIE-INS TO EXISTING MANHOLES ARE TO BE MADE, CONTRACTOR SHALL VERIFY MANHOLE FLOW LINE AT AN INTERVAL PRIOR TO MANHOLE TO ENSURE ADEQUATE DEPTH OF NEW LINE. WHEN CONSTRUCTING A MANHOLE OVER AN EXISTING LINE, CONTRACTOR SHALL VERIFY EXISTING LINE DEPTHS PRIOR TO MANHOLE CONSTRUCTION.



REV	DATE	REVISIONS	BY

Designed LDB
 Checked RDV
 Drawn WH
 Approved LDB


MEHLBURGER BRAWLEY
THE MERGING OF MBS, INC.
 THE MEHLBURGER FIRM - BRAWLEY ENGINEERING GROUP
 711 S. GEORGE HIGH EXPRESSWAY, MCALESTER, OK. 74501
 (918) 430-5500 • (918) 430-5501 FAX

CITY OF MCALESTER
STEVEN TAYLOR INDUSTRIAL PARK
8" WATER MAIN IMPROVEMENTS

SITE PLAN

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED & SEALED DOCUMENT
 Job: MC-11-05
 Scale: 1" = 600'
 Date: NOV. 2011
 Sheet: 2 OF 5



McAlester City Council

AGENDA REPORT

Meeting Date: May 22, 2012
Department: City Manager
Pete Stasiak, CM/Millie
Prepared By: Vance, Private Consultant
Date Prepared: May 15, 2012

Item Number: 2
Account Code: _____
Budgeted Amount: _____
Exhibits: 1

Subject

Consider, and act upon, Resolution on Leverage Funds for CDBG-EDIF – Hampel Oil Distributors, Inc. Water Line/Railroad Crossing Project.

Recommendation

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

Discussion

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head		
City Manager	P. Stasiak <u><i>PJS</i></u>	<u>05/14/12</u>

RESOLUTION ON LEVERAGED FUNDS

Whereas, **the City of McAlester** is making application for Community Development Block Grant-Economic Development Infrastructure Financing (CDBG-EDIF) funds from the Oklahoma Department of Commerce (ODOC) for the Hampel Oil Distributors, Inc. water line/railroad crossing improvements project; and

Whereas, **the City of McAlester** must commit leveraged funds in the CDBG-EDIF grant application to ODOC; and

Whereas, **the Hampel Oil Distributors, Inc.** has provided the **City of McAlester** with supporting documentation of their leverage contributions,

Now therefore, the **City of McAlester** City Council designates the following source of leveraged funds:

<u>SOURCE</u>	<u>AMOUNT</u>
City of McAlester, Capital Fund	\$ 35,891.50
Hampel Oil Distributors, Inc.	<u>\$800,000.00</u>
TOTAL	\$835,891.50

This resolution adopted on this _____ day of _____ 2012, by the City Council of the **City of McAlester**.

Steve Harrison, Mayor
Typed Name and Title

Signature of Mayor

Attest: Cora Middleton, City Clerk

(Seal)



McAlester City Council

AGENDA REPORT

Meeting Date: May 22, 2012 Item Number: 3
Department: City Manager
Peter J. Stasiak, CM and
Millie Vance, Private
Prepared By: Consultant Account Code: _____
Date Prepared: May 14, 2012 Budgeted Amount: _____
Exhibits: 1

Subject

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

Recommendation

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

Discussion

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head		
City Manager	P. Stasiak <u>PJS</u>	<u>05/14/12</u>

CONTRACT FOR ADMINISTRATIVE SERVICES

THIS CONTRACT SHALL BECOME NULL AND VOID IF CDBG-EDIF FUNDING FOR THE HAMPEL OIL DISTRIBUTORS, INC. WATER LINE / RAILROAD CROSSING PROJECT IS NOT RECEIVED BY THE CITY.

The **City of McAlester** hereafter referred to as **City**, and **Millie Vance Incorporated** hereafter referred to as **Contractor**, for the consideration hereinafter set forth, agree as follows:

This contract shall become effective the _____ day of _____, 2012, and shall be in effect through the _____ day of _____, 2013. The contract period may be extended by mutual agreement of both parties.

I. SCOPE OF SERVICES

The **Contractor** agrees to perform administrative consulting services as specified in **Administrative Responsibilities, Attachment 2 of CDBG Requirement 402**, (hereby attached to this contract), of the CDBG Implementation Manual for the purpose of carrying out the Community Development Block Grant-Economic Development Infrastructure Financing (CDBG-EDIF) project:

Project: **CDBG-EDIF Project Serving Hampel Oil Distributors, Inc. Waterline & Railroad Crossing.**

II. COMPENSATION AND METHOD OF PAYMENT

The **City** agrees to pay the **Contractor**, as compensation for administrative consulting services, a total sum not to exceed **\$11,200.00**. Reimbursement for each service listed shall not exceed the completion percentage of the service provided.

III. GENERAL TERMS AND CONDITIONS

- A. **Subcontract Notification Provision:** None of the work and services covered by this contract may be subcontracted without the written consent of the **City**. In no event will any subcontract incur any obligation on the part of the **City**.
- B. **Modification:** This contract is subject to such modification as may be required by Federal or State law or regulations. The work and services to be performed and the total contract amount may be modified only upon written agreement of both parties and approval by the Oklahoma Department of Commerce.
- C. **Interpretation, Remedies:**
1. In the event the parties fail to agree on charges or interpretations of this contract, both parties may jointly agree, in writing, to utilize an outside mediator to assist the parties to come to an agreement.
 2. Neither forbearance nor payment by the **City** shall be construed to constitute waiver of any remedies for any default or breach by the **Contractor** that exists then or occurs later.

D. SEVERABILITY CLAUSE

If any provision under this contract or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this contract or its application that can be given effect without the invalid provision or application.

E. HOLD HARMLESS CLAUSE

Contractor shall, within limitations placed on such entities by State law, save harmless the State of Oklahoma, its agents, officers and employees and the **City**, its agents, officers and employees from all claims and actions and all expenses defending same that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by **Contractor**. **Contractor** shall, within limitations placed on such entities by State law, save harmless the State of Oklahoma, its agents, officers and employees and the **City**, its agents, officers and employees from any claim or amount recovered as a result of infringement of patent, trademark or copyright or from any claims or amounts arising or recovered under Workers' Compensation law or any other law. In any agreement with any subcontractor or any agent for **Contractor**, **Contractor** will specify that such subcontractors or agents shall hold harmless the State of Oklahoma, its agents, officers and employees and the **City**, its agents, officers and employees for all the hereinbefore described expenses, claims, actions or amounts recovered.

F. PERSONNEL

1. The **Contractor** represents that she has or will secure, at her own expense, all personnel required to perform the services under this contract. Such personnel shall not be employees of nor have any contractual relationship with the **City**.
2. The **Contractor** has full responsibility for payment of Workers' Compensation insurance, unemployment insurance, social security, State and federal income tax and any other deductions required by law for its employees.
3. All of the services required hereunder will be performed by the **Contractor** or under her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

G. TERMINATION OF CONTRACT FOR CAUSE

1. If, for any cause, the **Contractor** shall fail to fulfill in a timely and proper manner her obligations under this contract or if the **Contractor** shall violate any of the covenants, agreements or stipulations of this contract, the **City** shall thereupon have the right to terminate this contract by giving written notice to the **Contractor** of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In such event, the **Contractor** shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
2. Notwithstanding the above, the **Contractor** shall not be relieved of liability to the **City** for damages sustained by the **City** by virtue of any breach of the contract by the **Contractor** and the **City** may withhold any payments to the **Contractor** until such time as the exact amount of damages due the **City** from the **Contractor** is determined.

H. TERMINATION FOR CONVENIENCE OF THE ACIDA

The **City** may terminate this contract at any time by giving at least 30 days notice in writing to the **Contractor**. If the contract is terminated by the **City** as provided herein, the **Contractor** will be paid for the time provided and all allowable expenses incurred up to the termination date.

I. CONFLICT OF INTEREST

No member of the governing body of the **City** or any other officer, employee or agent of the **City** who exercises any functions or responsibilities in connection with the planning and carrying out of the program shall have any personal financial interest, direct or indirect, in this agreement and the **Contractor** shall take appropriate steps to assure compliance.

J. INTEREST OF CONTRACTOR AND EMPLOYEES

The **Contractor** covenants that she presently has no interest and shall not acquire any interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of her services hereunder. The **Contractor** further covenants that in the performance of this agreement, no person having any such interest shall be employed.

K. REPORTS AND INFORMATION

1. The **Contractor**, at such times and in such forms as the **City** may require, shall furnish the **City** with such periodic reports as it may request pertaining to the work or services undertaken pursuant to the contract, costs and obligations incurred or to be incurred in connection therewith and any other matters covered by this contract.
2. The **Contractor** shall furnish the **City** with narrative reports and financial reports related to the elements of this contract in the forms and at such times as may be required by the **City** or Federal and State grantor agencies.

L. COMPLIANCE WITH LOCAL LAWS

The **Contractor** shall comply with all applicable laws, ordinances and codes of the State and local governments and the **Contractor** shall save the **City** harmless with respect to any damages arising from any tort done in performing any of the work under this contract.

M. COPYRIGHT

No reports, maps or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the **Contractor**.

N. RECORDS AND AUDITS

The **Contractor** shall assist the **City** in obtaining and organizing all books, documents, papers, records and other materials involving all activities and transactions related to this contract. The **Contractor** shall also retain **Contractor's** own records relating to this contract for at least three (3) years from the date of submission of the final expenditure report by the **City** or until all audit findings have been resolved, whichever is later. **Contractor** shall permit authorized representatives of the Oklahoma Dept. of Commerce, the U.S. Department of Housing and Urban Development, the Federal or State department of Labor and the U.S. Comptroller General to have full access to and the right to fully examine all such materials.

0. ANTI-KICKBACK REGULATIONS

The **Contractor** shall comply with all applicable anti-kickback regulations covered under Department of Labor Regulation 29 CFR, Part III.

Executed by:

City of McAlester
Name of Trust

Signature

Steve Harrison, Mayor
Typed Name & Title

Date

ATTEST:

Signature

Cora Middleton, Clerk
Typed Name & Title

(CITY SEAL)

Executed by:

Millie Vance Incorporated
Contractor

Signature

Millie Vance, President
Typed Name & Title

Date

(CORPORATE SEAL)

ADMINISTRATIVE RESPONSIBILITIES

I. ADMINISTRATIVE TASKS

When a **Contractor (administrator)** enters into a contract for administrative services, the administrator shall comply will all Federal and State laws and all ODOC requirements. However, the **City** is not relieved if its contractual obligation to ensure compliance. The following list identifies who shall be responsible to ensure the following tasks are completed in a timely manner:

	<u>City</u>	<u>Certified CDBG Administrator</u>
A. Public Hearings	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. Environmental Review	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C. Release of Funds	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. Requests for Payment	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E. Monthly Expenditure Reports	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F. Project Files	<input type="checkbox"/>	<input checked="" type="checkbox"/>
G. Quarterly Progress Reports	<input type="checkbox"/>	<input checked="" type="checkbox"/>
H. Bid Documents, Notice of Award, Pre-Construction Conference, Notice to Proceed	<input type="checkbox"/>	<input checked="" type="checkbox"/>
I. Weekly Payrolls	<input type="checkbox"/>	<input checked="" type="checkbox"/>
J. On-site Interviews	<input type="checkbox"/>	<input checked="" type="checkbox"/>
K. Coordinate On-site Visits (Construction)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
L. Closeout Documents	<input type="checkbox"/>	<input checked="" type="checkbox"/>

II. DEFINITIONS: The following are definitions of the above assigned tasks:

- A. Public Hearing: All public hearings must be held in accordance with the **City's** Citizen Participation Plan in order to comply with 24 CFR 570.486.

- B. Environmental Review: Prepare environmental review record for all activities. Responsibilities include making a recommendation to the local governing body as to a finding of the level of impact, preparation of all required public notices, preparation for Request for Release of Funds and acquiring adequate documentation. For activities not exempt from environmental assessments, an environmental assessment will be prepared. For activities exempt and/or categorically excluded from environmental assessments, prepare a written Finding of Exemption, which should identify the project or activity and under which of the categories of exemption it falls. Also include documentation of compliance with requirements of historic preservation, floodplains and wetlands and other applicable authorities.

- C. Release of Funds: Preparation of Environmental Review, leverage/commitment (if applicable), insurance and bonding, Residential Anti-Displacement Plan, Placement Plan (ED projects only), and Special Conditions (as required). These documents will be presented to the local governing board for approval and signature and submitted to ODOC for processing.

- D. Requests for Payment: Requests for funds must be submitted to ODOC on the approved form and prepared in conformance with the instructions provided. **Only** request funds that can be expended within the allotted time (15 days from date funds received). The following information is needed to complete this form: Engineer pay estimates, approved invoices, Non-collusion affidavits and other documents as required by the governing board. Although the administrator can complete this form, the **City** must sign it.
- E. Monthly Expenditure Reports: The **City** must report all funds received in a timely manner. A Monthly Expenditure Report must be completed and sent to ODOC by the 10th of the following month in which CDBG funds have been received. The administrator can complete this report, however, it must be signed by an authorized representative of the **City**. Failure to submit this report will result in Requests for Payment being held until all funds received have been reported.
- F. Project Files: All originals are to be maintained with the **City** to demonstrate compliance with all applicable State, local, and Federal regulations. Monitor project files throughout the program to ensure they are complete and that all necessary documentation is being retained.
- G. Quarterly Program Reports: This report must be prepared and submitted to ODOC by the 10th day of July, October, January, and April.
- H. Bid Documents, Notice of Award, Pre-construction Conference, and Notice to Proceed: Preparation of the Notice of Award with certification from the construction contractor that he is not listed on the "Debarred List". Ensure a copy is submitted to ODOC. Conduct the Pre-Construction Conference, prepare a report in conjunction with contractor, engineer, architect, and subcontractor to explain contract requirements.
- I. Weekly Payrolls: Ensure weekly payrolls and statements of compliance are submitted and compared with Davis-Bacon Wage Rates.
- J. On-site Interviews: Conduct on-site interviews of at least 10% of the subcontractor's employees for each job classification. Interview must be conducted at least once during the course of construction.
- K. On-Site Visits: Coordinate On-Site visits.
- L. Closeout Documents: Transmittal of CDBG Closeout documents, Final Expenditure Reports, Contract Closeout Certifications and Beneficiary Report.



McAlester City Council

AGENDA REPORT

Meeting Date: May 22, 2012 Item Number: 4
Department: CM
Prepared By: Peter J. Stasiak, CM Account Code: _____
Date Prepared: May 14, 2012 Budgeted Amount: _____
Exhibits: _____

Subject

Discussion with Allegiance Communications on services and reliability.

Recommendation

Discussion

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head		
City Manager	P. Stasiak <u>PJS</u>	<u>05/14/12</u>

Cora Middleton

From: Burlene Wilson [burlenew@att.net]
Sent: Friday, February 17, 2012 10:46 AM
To: Cora Middleton
Subject: Att:Councilors

Councilors,

City of McAlester
Re:
Allegiance

I have no fuss about the internet service or cable, but my questions are:
"Why is the rate increasing almost yearly when nothing changes for the better?"
"Why was there a rate increase when no channels were added to the basic cable package?"

There has never been an explanation. The customers are kept in the dark and need more consideration.

(Mrs.) Burlene Wilson

Call in:

- ① *This is Tornado Alley without the Tulsa Channel how do we get weather reports.*
- ② *J.V. goes off frequently.*

Linda Daniels

From: Cora Middleton
Sent: Thursday, March 29, 2012 10:11 AM
To: Linda Daniels
Subject: FW: Re; Allegiancxe

From: Burlene Wilson [mailto:burlenew@att.net]
Sent: Wednesday, March 28, 2012 12:56 PM
To: Cora Middleton
Subject: Re; Allegiancxe

Councilors
McAlester, Oklahma

This is in regard to the request some time ago asking the citizens to voice their opinions and grievances about service from Allegiance Communications.

They now have taken off Channel 9 (received on channel 19). There is only news on that station now and no programs. I wanted to see one which was to be on channel 9 recently but it was not shown. However it was listed in the tv guide from the newspaper.

A call to Allegiance seemed to indicate that it was taken off permanently. When asked if we then would receive a lower rate since we were going to be receiving fewer cannels, the answer was "nope" which sounded rather rude to me. No explanation and sounded as if that was to be the end of the converstaion.

It does seem to me that they need some competition. We are paying for something we no longer get. Please take this and other things into consideration when time comes to renew ther contract.

Sincerely,
Burlene Wilson

Talk to



Request Information

Complaint Other/Misc.

Other/Misc. Cabel television and internet service

End the franchise agreement. Allegiance is the worst service for the price I've ever had.

Horrible customer service, black outs on

Location of cable, internet not reliable. Prices have gone

Complaint up. My bill went from under 90.00 a month to 112.00 without getting anything added.

Service is still horrible. I would like a different option please.

Complainant Name Christina Stillittano

Complainant Phone (817)807-7030
Number

Complainant E-mail gandchrissy@yahoo.com

Date of complaint 3/1/2010

Your request number is 36061012.

City of McAlester
Codes Department
PO Box 578
McAlester, OK 74502
918-423-9300 ext. 4980

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Talk to



Enter Request

New Request

Go back to the Homepage

Request Information

Complaint Other/Misc.

Other/Misc. Allegiance

Location of Complaint 515 East South Ave

Complainant Name Victoria McKean

Complainant Phone Number 918 423-4475

Complainant E-mail They are too high for the service I receive & they raise their rates from one month to the next. The last bill I got was for nearly \$68.00, My bill before that was almost \$62.00. They had negotiated a fee increase of \$ 2.75. They couldn't explain why my bill went up almost \$6.00. So I quit them & now have Dish for \$40.00 per month We have their internet where I work & it sucks. Was promised that they would put in new modems & routers. They have yet to do it. Will soon be going over to satellite there too.

Date of complaint 2/23/2012

Your request number is 35750552.

City of McAlester
Codes Department
PO Box 578
McAlester, OK 74502
918-423-9300 ext. 4980

Jennifer Santino

From: LEN DUNN [ermalen@att.net]
Sent: Saturday, March 03, 2012 9:55 AM
To: Jennifer Santino
Subject: Re: Citizen complaint/concern

Thank you for giving me the opportunity to tell you about all the troubles I have had with Allegiance and am still having them. I started Allegiance internet in June of 2008. When they first installed it, it really worked great and the speed was much faster than dial-up. About 6 months later, I started having trouble getting on the network. I called tech support and they told me to disconnect the cable and re-start the computer. That worked and I was back on the internet. Then this same problem started happening every weekend and sometimes the procedure they told me to use would not let me have the internet. They sent two technicians out to check my computer and after finding it was ok, they checked the line and they told me that since I was on the "end of the line" they could not do anything about it. If others in the neighborhood was using the internet, I would not be able to use it. I finally went to AT&T DSL in June of 2010 and have never had a problem getting on it. We still have Allegiance cable TV, but almost every day, one or more of the lower channels is either frozen or just not available. On Wednesday evening, we lost channel 3 and 13 at the same time. I think that they just do not apply enough power to the system to reach those in outlying areas. We live at 308 W Ashland Ave and so we are a long way from the station. I have called in to complain about channel 8 and they tell me it is the fault of the station in Tulsa. We are ready to go to a satellite system like so many of our friends have done, but we do not want to miss the church services broadcast on Channel 76. I hope the city will try to get COX back since we did not have the problems we do now. Look at the Better Business rating for Allegiance Communications. It is as low as they go. Leonard C. Dunn

----- Original Message -----

From: [REDACTED]
To: [REDACTED]
Sent: Friday, March 02, 2012 4:25 PM
Subject: Citizen complaint/concern

Mr. Dunn:

Thank you for using the citizen complaint/concern link on our website. You listed your complaint as Allegiance TV. Can you please be more specific? Any information you give will be useful.

Thank you,

[REDACTED]
 Administrative Assistant
 Planning & Community Development
 City of McAlester
 (918) 423-9300 ext. 4980

Linda Daniels

From: Cora Middleton
Sent: Thursday, March 29, 2012 10:11 AM
To: Linda Daniels
Subject: FW: Re; Allegiancxe

From: Burlene Wilson [mailto:burlenew@att.net]
Sent: Wednesday, March 28, 2012 12:56 PM
To: Cora Middleton
Subject: Re; Allegiancxe

Councilors
McAlester, Oklahoma

This is in regard to the request some time ago asking the citizens to voice their opinions and grievances about service from Allegiance Communications.

They now have taken off Channel 9 (received on channel 19). There is only news on that station now and no programs. I wanted to see one which was to be on channel 9 recently but it was not shown. However it was listed in the tv guide from the newspaper.

A call to Allegiance seemed to indicate that it was taken off permanently. When asked if we then would receive a lower rate since we were going to be receiving fewer channels, the answer was "nope" which sounded rather rude to me. No explanation and sounded as if that was to be the end of the conversation.

It does seem to me that they need some competition. We are paying for something we no longer get. Please take this and other things into consideration when time comes to renew their contract.

Sincerely,
Burlene Wilson

03/29/2012



McAlester City Council

AGENDA REPORT

Meeting Date: May 22, 2012 Item Number: 5
Department: Finance
Prepared By: Toni Ervin Account Code: _____
Date Prepared: May 15, 2012 Budgeted Amount: _____
Exhibits: 2

Subject

Consider, and act upon, an Ordinance amending Ordinance No. 2392 which established the budget for fiscal year 2011-2012; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency.

Recommendation

Motion to approve the budget amendment ordinance.

Discussion

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

See attached.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	T. Ervin	5/14/2012
City Manager	P. Stasiak 	5/14/2012

FY 11-12 Budget Amendments listed by Fund

			Revenue	Expense	Totals	
01	Highway Safety Grant	Approp. Funds for Highway Safety Grant	33,127.00	33,127.00		
01	General Fund	Approp Funds for Website Design	-	24,965.00		
01	General Fund	Approp Fund for Pay adjustment	-	2,789.00		
01	General Fund	Approp Fund for Pay adjustment	-	14,613.00		
01	General Fund	Approp Funds for 7 AED's	-	7,650.00		
01	General Fund	Approp. Funds for 2 Parks Trucks	-	56,000.00		
01	General Fund	Approp. Funds for Mid-Year Review	212,500.00	212,500.00		
01	General Fund	Approp. Funds for Street Light & FEMA Fire Grant	198,750.00	198,750.00		
01	General Fund	Approp. Funds for additional Worker's Comp	134,800.00	134,800.00		
01	General Fund	Approp. Funds for improvements on A.C. facility	24,000.00	24,000.00	570,050	676,067
02	MPWA	Approp. Fund bal for 2010 CDBG and CIP	-	246,777.00		
02	MPWA	Approp. Funds for capital project-Traffic Light	-	20,000.00		
02	MPWA	Approp Fund for Pay adjustment	-	17,754.00		
02	MPWA	Approp. Funds for capital projects	-	14,441.00		
02	MPWA	Approp Fund for equipment and new employees	168,927.00	168,927.00		
02	MPWA	Approp. Funds for capital projects	-	31,371.00		
02	MPWA	Approp. Funds for Allied Rate Adjustment	59,542.00	59,542.00		
02	MPWA	Approp. Funds for capital projects	-	36,883.00		
02	MPWA	Approp. Funds for Mid-Year Review	153,000.00	153,000.00		
02	MPWA	Approp. Funds for capital projects	5,300.00	5,300.00		
02	MPWA	Approp. Funds for Change order	-	(3,300.00)		
02	MPWA	Approp. Funds for capital projects	157,500.00	157,500.00		
02	MPWA	Approp. Funds for Engineering Fees	28,000.00	28,000.00	572,269	936,195
03	Airport	Approp Fund for Pay adjustment	(7,275.00)	(7,275.00)	(7,275)	(7,275)
08	Nutrition	Approp Fund for Pay adjustment	(6,458.00)	(6,458.00)	(6,458)	(6,458)
14	Police Grant Fund	Approp Funds for grant for radios	10,000.00	10,000.00	10,000	10,000
19	Fire Improvement Grant	Approp. Funds for FEMA Fire Grant	75,000.00	75,000.00	75,000	75,000
21	Economic Development	Approp. Fund Bal for ED Proj.	-	669,000.00	-	669,000
24	Airport Grant	Approp. Fund Bal for Airport Grant	50,000.00	55,750.00		
24	FAA Runway Grant	Approp. Funds for FAA Runway 02/20 drainage im	77,212.00	77,212.00		
24	Airport Grant	Approp. Fund Bal for Airport Grant	1,976,224.00	1,976,224.00	2,103,436	2,109,186
26	Educational Fund	Approp. Funds for Schools -Capital projects	-	700,000.00	-	700,000
27	Tourism Fund	Approp. Fund for partnership	-	10,290.00		
27	Tourism Fund	Approp. Funds for capital projects	10,000.00	10,000.00		
27	Tourism Fund	Approp. Funds for Promotional Advertisement	9,900.00	9,900.00		
27	Tourism Fund	Approp. Funds for Promotional Advertisement	(9,900.00)	(9,900.00)		
27	Tourism Fund	Approp. Funds for tourism brochure reimb.	5,618.00	5,618.00		
27	Tourism Fund	Approp. Funds for McAlester Stampede Trip	2,500.00	2,500.00		
27	Tourism Fund	Approp. Funds for McAlester Sunbelt Classic	8,000.00	8,000.00	26,118	736,408
29	E-911 Fund	Approp Fund for new personnel positions	-	118,160.00		
29	E911 Fund	Approp Fund for Pay adjustment	-	5,418.00		
29	E911 Fund	Approp. Funds for Mid-Year Review	88,714.00	88,714.00		
29	E-911 Fund	Approp. Funds for E911 Grant	72,000.00	144,000.00	160,714	356,292
30	Economic Development	Approp. Fund Bal for ED Proj.	669,000.00	669,000.00		
30	Economic Development	Approp. Fund balance for 8 inch Water Main at Tayl	-	135,150.00		
30	Economic Development	Approp. Funds for Promotional Advertisement	9,900.00	9,900.00		
30	Economic Development	Approp. Funds for Promotional Advertisement	(9,900.00)	(9,900.00)		
30	Economic Development	Approp. Funds for McAlester Stampede Trip	2,500.00	2,500.00	671,500	806,650
32	Gifts & Contributions	Appropriate Fund Balances, etc.	-	12,383.60		
32	Gifts & Contributions	Approp. Funds for Donations	4,375.00	4,375.00	4,375	16,759
33	CDBG Grant Fund	Appropriate Fund Balances, etc.	142,634.00	233,284.00		
33	CDBG Grant Fund	Appropriate Fund Balances, etc.	148,000.00	148,000.00	290,634	381,264
35	Fleet Maintenance	Approp Fund for Pay adjustment	6,458.00	6,458.00		
35	Fleet Maintenance	Approp. Funds for additional Worker's Comp	66,100.00	66,100.00	72,558	72,558
36	Worker's Compensation	Approp. Funds for Worker's Comp premium	2,502.00	2,502.00	2,502	2,502
41	Capital Improvement	Appropriate Fund Balances, etc.	38,286.00	1,496,933.00		
41	Capital Improvement	Appropriate Fund Balances, etc.	-	278,879.00		
41	Capital Improvement	Appropriate Fund Balances, etc.	38,286.00	52,004.00		
41	Capital Improvement	Approp. Fund Bal for Airport Grant	-	50,000.00		
41	Capital Improvement	Approp. Funds for capital projects	172,651.00	172,651.00		
41	Capital Improvement	Approp. Funds for capital project-Traffic Light	15,000.00	15,000.00		
41	Capital Improvement	Approp. Funds for capital projects	14,441.00	14,441.00		
41	Capital Improvement	Approp. Funds for capital projects	31,371.00	31,371.00		
41	Capital Improvement	Approp. Funds for 2 Parks Trucks	56,000.00	56,000.00		
41	Capital Improvement	Approp. Funds for Utility Maintenance Truck	33,383.00	33,383.00		
41	Capital Improvement	Approp. Funds for capital projects	5,300.00	5,300.00		
41	Capital Improvement	Approp. Funds for Change order	(3,300.00)	(3,300.00)		
41	Capital Improvement	Approp. Funds for capital projects	157,500.00	157,500.00		
41	Capital Improvement	Approp. Funds for Street Light	195,000.00	195,000.00		
41	Capital Improvement	Approp. Funds for HWY 69 Relocate	64,600.00	64,600.00	818,518	2,619,762
42	Federal Forfeiture Fund	Appropriate Fund Balances, etc.	-	8,200.00	-	8,200

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2392 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2011-2012; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

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

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

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

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

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

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

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

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

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

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

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

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

PASSED and the EMERGENCY CLAUSE ruled on separately this 22nd day of May, 2012.

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

By _____
Steve Harrison, Mayor

ATTEST:

Cora Middleton, City Clerk

Approved as to form and legality this 22nd day of May, 2012.

William J. Ervin, City Attorney



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>May 22, 2012</u>	Item Number:	<u>6</u>
Department:	<u>Planning & Community Development</u>	Account Code:	<u>N/A</u>
Prepared By:	<u>Peter J. Stasiak, CM</u>	Budgeted Amount:	<u>N/A</u>
Date Prepared:	<u>May 10, 2012</u>	Exhibits:	<u>(7) See Below</u>

Subject

Consider and act upon a change in zoning from R1-B (Single Family Residential District) to R-2 (Duplex District).

Recommendation

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

Discussion

The applicant is requesting the zoning change from R1-B (Single Family Residential District) to R-2 (Duplex District). The McAlester Planning and Zoning Commission met on April 17, 2012 and voted unanimously to recommend approval of the re-zone. The re-zone includes the Easterly 37 feet of the Southerly 85 feet of Lot 15 and the Southerly 85 feet of Lot 16, in Block 240, City of McAlester, formerly South McAlester, Pittsburg County, State of Oklahoma. The following documents are attached for your reference:

1. Area of Request and adjacent zoning map
2. Ordinance
3. Planning and Zoning Staff Report
4. Letter for the re-zone
5. Letters against the re-zone
6. Picture of existing structure
7. Planning and Zoning minutes

Approved By

Initial

Date

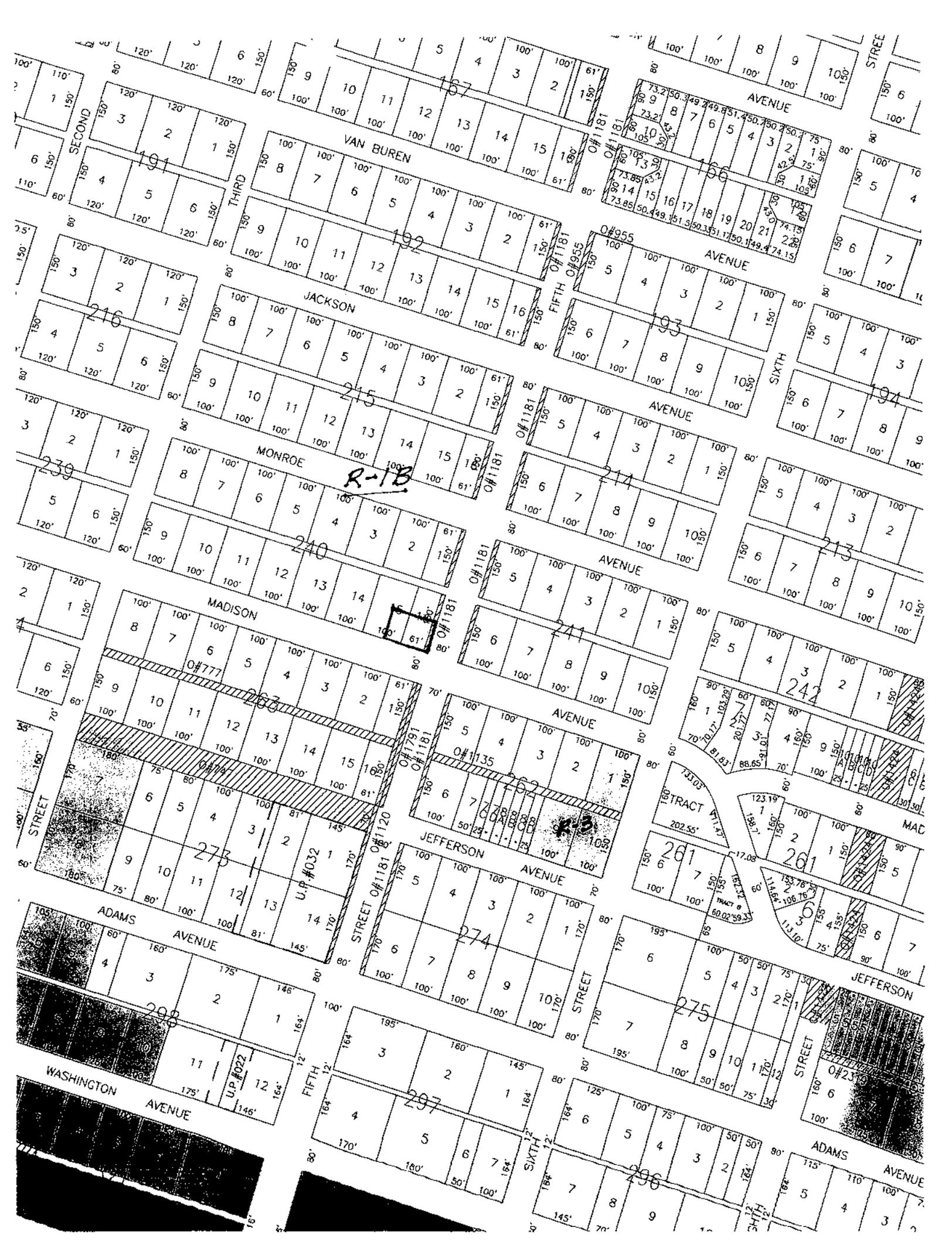
Department Head

City Manager

P. Stasiak

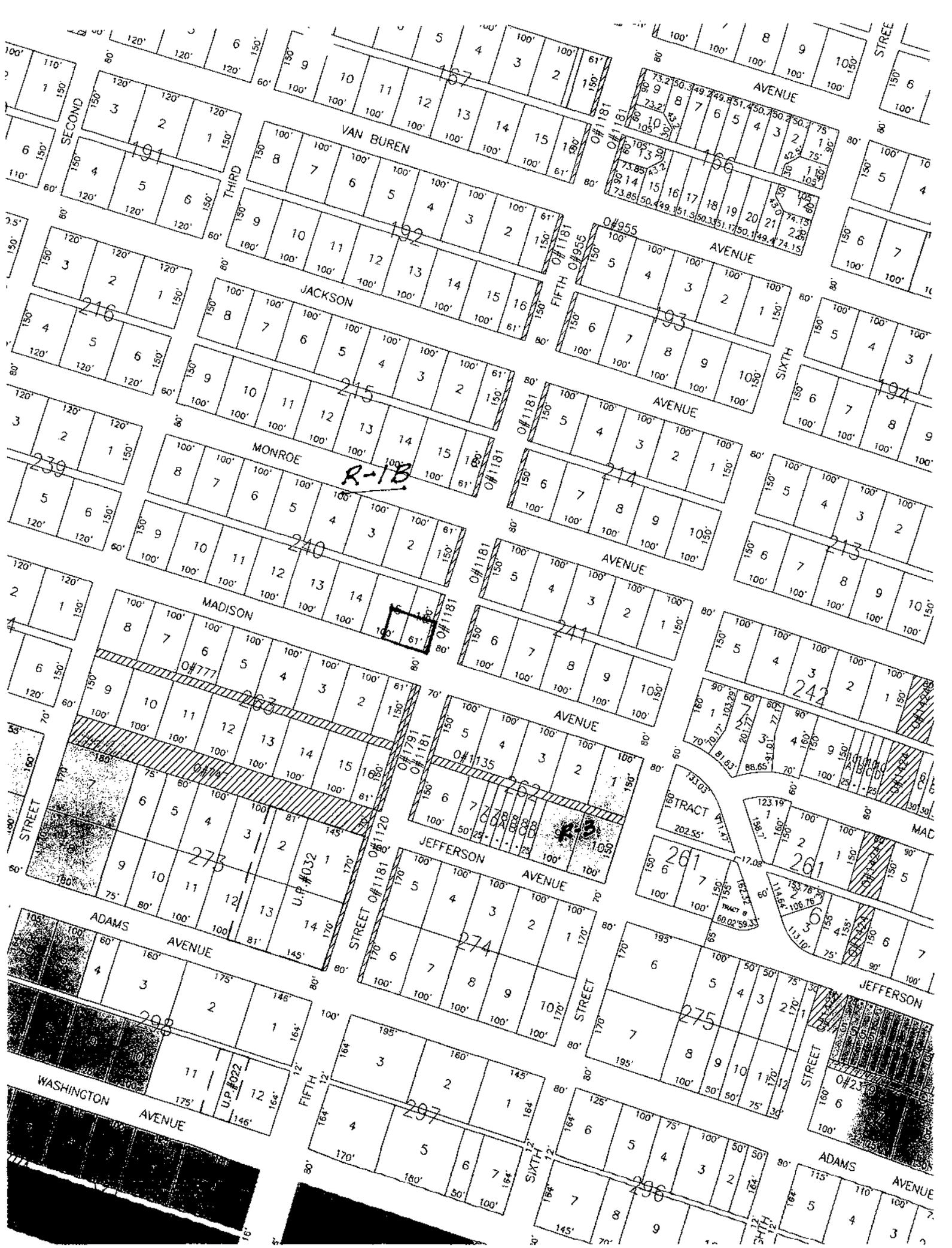
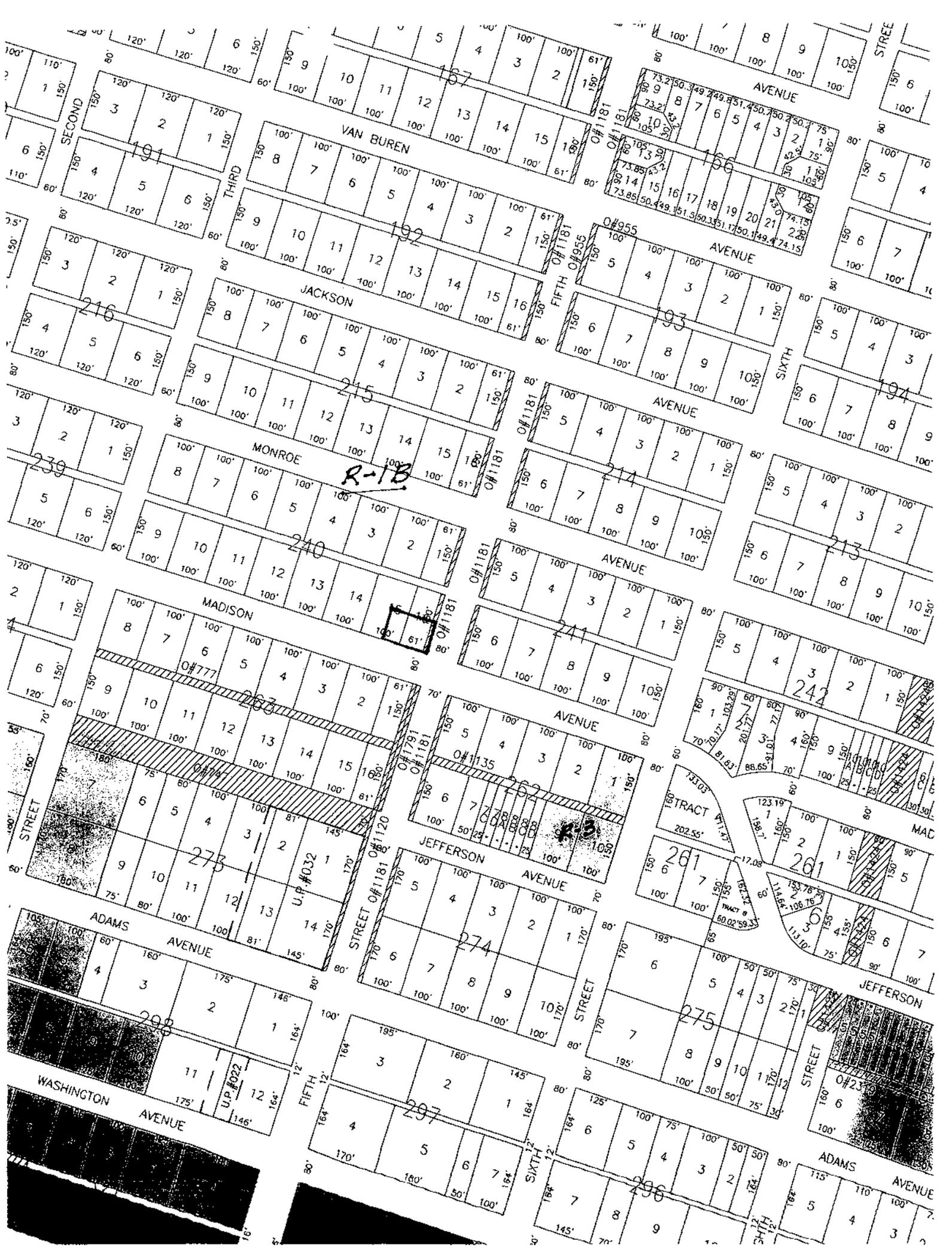
Handwritten signature of Peter J. Stasiak in black ink.

5/14/12



R-1B

R-1B



O R D I N A N C E N O. _____

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

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA, that:

SECTION 1. GENERAL ORDINANCE NO. 1843, of the year 1989, and accompanying map thereto, as amended, is hereby further amended insofar as the same relates to certain parcels of land described as follows:

THE EASTERLY 37 FEET OF THE SOUTHERLY 85 FEET OF LOT 15 AND THE SOUTHERLY 85 FEET OF LOT 16, IN BLOCK 240, CITY OF MCALESTER, FORMERLY KNOWN AS SOUTH MCALESTER, PITTSBURG COUNTY, STATE OF OKLAHOMA FROM R-1B (SINGLE FAMILY RESIDENTIAL DISTRICT) TO R-2 (DUPLEX DISTRICT)

SECTION 2. PUBLICATION AND EFFECTIVE DATE

The zoning change adopted by this ordinance shall be published within 15 days of approval in a newspaper of general circulation in McAlester, Oklahoma and the change shall become effective 30 days after approval by the City Council as required by Oklahoma General Statutes.

APPROVED this _____ day of _____, 2012.

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 _____, 2012.

By _____
William J. Ervin, City Attorney

PLANNING & ZONING COMMISSION
STAFF REPORT
April 17, 2012

To: McAlester Planning & Zoning Commission
From: Peter Stasiak
Date: March 11, 2012

Case: PC #393 Request to Rezone

APPLICANT(S): Randy Saunier
1st Realty
PO Box 21
McAlester, OK 74502

ZONING DISTRICT: R-1B (Single-Family Residential)

BLOCK NUMBER: 240
McAlester, OK
Pittsburg County
State of Oklahoma

GENERAL DESCRIPTION:

Applicant is requesting change in zoning from R-1B (Single-Family Residential) to R-2 (Duplex District)

NOTIFICATIONS:

City of McAlester (Sewer & Water)
City of McAlester (Engineering)
CenterPoint Gas
Allegiance Communications
AT&T
American Electric Power/PSO
McAlester News Capital (Publication) April 1, 2012

PROPERTY OWNER NOTIFICATION:

Property Owners within 300 feet	23
Notification receipts received	18
Notification letters still out	5

January 17, 2012

Mr. Pete Stasiak
City Manager
McAlester, OK

Dear Sir:

We the property owners of all property surrounding parcel described as: The easterly 37 feet of the southerly 85 feet of lot 15 and the southerly 85 feet of lot 16, block 240 in the City of McAlester, formerly South McAlester, Pittsburg County, State of Oklahoma petition the City of McAlester to grant a variance to the building code changing the zoning to Multi-Family.

First Realty, Inc owns the property and is willing to remove the existing structures and construct a new duplex in place of the 7 units which presently occupy the site, thus greatly improving the community and our property. We wish to commend First Realty, Inc for their willingness to take on this project as they certainly have more lucrative projects to occupy their time.

NAME	ADDRESS
Jerry + Joyce Morris	625 N. 5th St. McAlester
Evelyn Green	340 E Monroe
Dane Wynn	504 N. S 14
Fred Arreda	319 E Madison
Vicki Cullette	602 N. 3rd
Mike D. Hunt	213 E. Madison
Hope Leonard	623 N 5th St
Batts Lewis	302 E Monroe
Mary Adams	311 E. Monroe
Leah Weston	317 E Monroe

NAME

ADDRESS

Stephanie Francis

600 N. 5th

Oliver R. Cuthbert

502 E. MADISON

Thomas Lloyd Fletcher

504 E. MADISON Ave.

Elizabeth A. Fisher

504 E. Madison Ave

Julius Duchin

336 E. Monroe

Bill Lawrence

311 E. MADISON

Sarah Wilcox

359 E. Monroe

TO PETER STASIAK City Manager
PLEASE LEAVE THE PROPERTY AT
601 N 5th ZONED AS A R-1B
SINGLE FAMILY RESIDENTIAL DISTRICT!
THE BUILDINGS THERE ARE RUNDOWN
AND A LOT OF CRIME THERE!
OVER THE LAST 28 YEARS

THANK YOU!

Office of City Manager

APR 04 2012

Received

©

Mr. Ray Cothran Jr.
502 E. Madison Ave.
McAlester, OK 74501

Attn: R. Cothran Jr.
918-423-3497

City of McAlester

Planning and Community Development Department

P.O. BOX 578 • 1ST & WASHINGTON • McALESTER, OK 74502 • 918-423-9300 • FAX 918-421-4970



April 11, 2012

TO: McAlester Planning Commission Members

FROM: Pete Stasiak - City Manager

RE: PLANNING COMMISSION MEETING

Commission Members:

Contact was made with Mr. Cothran regarding his letter of objection to the rezone. Mr. Cothran stated that he and several of the surrounding neighbors were concerned that rezoning the property to anything other than R1-B (Single-Family Residential) would create more crime in that area. It was told to Mr. Cothran that he and his neighbors could attend the Planning Meeting on April 17, 2012 to address their concerns in person to the Planning Commission.

After speaking with Mr. Cothran, his sister, Joyce Cothran Monroe, contacted our office stating her concerns since she is co-owner of a property in the requested area. Mrs. Monroe lives out of state, therefore she provided her concerns in writing via e-mail. (Letter follows)

Peter Stasiak-City Manager
(918)423-9300 ext. 4964

Dennis Lalli- Building Inspector
(918)423-9300 ext. 4985

Elaine Thomas- Abatement Officer
(918)423-9300 ext. 4986

Charley Gilbertson- Plumbing Inspector
(918)423-9300 ext. 4987

Jennifer Santino- Administrative Assistant
(918)423-9300 ext. 4980

Jim Roberts-Electrical Inspector
(918)423-9300 ext. 4984

Jennifer Santino

From: joyce MONROE [comojo427@bellsouth.net]
Sent: Wednesday, April 11, 2012 1:39 PM
To: Jennifer Santino
Subject: Fw: rezoning meeting

--- On Wed, 4/11/12, joyce MONROE <comojo427@bellsouth.net> wrote:

From: joyce MONROE <comojo427@bellsouth.net>
Subject: rezoning meeting
To: jennifer.santino@cityofmclester.com
Cc: comojo427@bellsouth.net
Date: Wednesday, April 11, 2012, 1:24 PM

April 10,2012

Members of McAlester Planning Commission

As one of the owners of 502 E. Madison, I share my brothers feeling on this matter of rezoning. I also believe that single unit family residents are kept up better and help property value more than multifamily units.

He and other property owners have invested their time and money on the upkeep of their properties.

I would also like to mention the value of Garrard Ardeneum. I feel that this city attaction would be hurt by the rezoning of this area.

Thank you

Mrs. Joyce Cothran Monroe



04/11/2012

McAlester Planning Commission Minutes

Tuesday, April 17, 2012

City Council Chambers

6:30 PM

Item 1 Call to Order and Roll Call

Chairman Emmons called the meeting to order at 6:30 PM. Roll call was taken and a quorum was represented.

Commissioners Present: 9

Mark Emmons

John McNally

Robert Way

Ross Eaton

Harvey Bollinger

Denise Lewis

Susan Kanard

Karl Scifres

Primus Moore

Commissioners Absent: 1

Karen Stobaugh

Item 2 Approval of Minutes from November 15, 2011; December 12, 2011; and March 29, 2012

A motion made by John McNally to approve the minutes as written was seconded by Karl Scifres.

The vote was 9-0 as follows:

AYE: Lewis, Kanard, Scifres, Moore, Bollinger, Way, Eaton, McNally, Emmons

NAY: None

Motion Carried

GENERAL BUSINESS:

Item 3 Discussion and Action on P. C. #393 Request to Rezone: The Easterly 37 feet of the Southerly 85 feet of Lot 15 and the Southerly 85 feet of Lot 16, in Block 240, City of McAlester, formerly known as South McAlester, Pittsburg County, State of Oklahoma

City Manager Peter Stasiak gave the staff report and stated that the applicant is Randy Saunier, 1st Realty, PO Box 21, McAlester, OK 74502. Mr. Stasiak stated the applicant is requesting a change in zoning from R-1B (Single-Family Residential District) to R-2 (Duplex District). Mr. Stasiak let the Commission know that there had been several residents in the 300 foot radius of this property sign a letter saying they were in favor of this property being rezoned and there was a letter of opposition also.

Randy Saunier, applicant, stated he had been a resident for his lifetime and realtor in McAlester for thirty (30) years. Mr. Saunier explained that the property in question has a five-plex unit in disrepair. Plans would be to tear down the present property and reconstruct a duplex if the rezone is approved.

Some talk from the audience was addressed to Mr. Saunier and the Commission about if the property were to be rezoned they wanted Mr. Saunier to guarantee that he would tear down the existing structure. Mr. Saunier assured the Commission and the audience that he would be tearing down the existing structure.

Harvey Bollinger asked if a ten foot portion that is cross hatched on the "Area of Request" diagram had been closed. Mr. Bollinger encouraged Mr. Saunier to check on the status of that before he proceeded with any construction.

A motion made by John McNally was seconded by Primus Moore to accept the application as presented and be forwarded to the City Council for approval.

The vote was 9-0 as follows:

AYE: Kanard, Scifres, Moore, Bollinger, Way, Eaton, McNally, Lewis, Emmons

NAY: None

Motion carried.

Item 4 Discussion and Action on V. E. #141 Request to Close: The Roadway lying between Lots 55 and 77, in Townsite Addition No. 4, Pittsburg County, State of Oklahoma

City Manager Pete Stasiak gave the staff report and stated the applicants were Kenny & Donna Beale, 2210 Peaceable Road, McAlester, OK. Mr. Stasiak stated the applicant is seeking closure of the platted roadway that runs through the Beale's property. Mr. Stasiak let the Commission know that AT& T did object to the closure because there are existing phone lines in that roadway.

Kenny Beale, applicant, stated that closing this roadway would allow him to put in a business with adequate parking. Mr. Beale spoke with AT & T and told them he would give them access to their lines if this roadway were to be closed.

Commissioner Emmons asked Mr. Beale if the roadway were to be closed would he have a problem with giving AT & T a twenty (20) foot utility easement.

Mr. Stasiak said that the City will have to work together with Mr. Beale to ensure that what ever he plans on constructing does not interfere with AT & T utilities.

Harvey Bollinger asked if ODOT has discussed any plans for further highway development in this area.

Kenny Sherrill spoke in opposition of the closure. Mr. Sherrill is afraid if the closure happens and ODOT reconstructs the highway in this area it would limit access to his properties.

Harvey Bollinger asked where the current highway construction would end. Mr. Stasiak

said this first phase will end at Braum's intersection on George Nigh Expressway. He explained that the ODOT highway construction would be done in three phases, seven years apart. The area in question would be constructed in phase two.

Commissioner Emmons wanted everyone to be clear that this is just a platted roadway, not a roadway that has been developed.

A motion made by Harvey Bollinger was seconded by John McNally to approve the application with the stipulation that AT & T is given a twenty (20) foot utility easement and be forwarded to the City Council for approval.

The vote was as follows 9-0:

Aye: Scifres, Moore, Bollinger, Way, Eaton, McNally, Lewis, Kanard, Emmons

Nay: None

Motion carried.

Item 5 New Business

There was no new business

Item 6 Staff Report

Mr. Stasiak told the Commission of a conceptual plat for a subdivision with forty-four (44) homes that has been brought to the City for review.

Item 7 Commission Report

Commissioner Emmons stated they are still working on annexation plans.

Item 8 Adjournment

A motion made by Susan Kanard was seconded by John McNally to adjourn the meeting at 7:11 PM.

There were no objections.

Motion carried.



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>May 22, 2012</u>	Item Number:	<u>7</u>
Department:	<u>Planning & Community Development</u>	Account Code:	<u>N/A</u>
Prepared By:	<u>Peter J. Stasiak, CM</u>	Budgeted Amount:	<u>N/A</u>
Date Prepared:	<u>May 10, 2012</u>	Exhibits:	<u>(5) See Below</u>

Subject

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

Recommendation

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

Discussion

The applicant is requesting the closing of the following roadway: the Roadway lying between Lots 55 and 77, in Townsite Addition No. 4, Pittsburg County, State of Oklahoma. The McAlester Planning Commission met on April 17, 2012 and voted unanimously to recommend the approval of the closure with the stipulation that a twenty (20) foot utility easement is retained. The following documents are attached for your reference:

1. Site Location
2. Ordinance
3. Planning and Zoning Staff Report
4. Letter of Objection
5. Planning and Zoning minutes

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head		
City Manager	P. Stasiak <u>PJS</u>	<u>5/14/12</u>

McALESTER COUNTRY CLUB

GEORGE HIGH EXPRESSWAY
U.S. HIGHWAY NO. 69 BYPASS

VI E
261.43'
BLVD.
56.33'

289.69'

CHERRY BEARY
2202

SEARS
500

LOT 54

SCALE TIRE
2210

LOT 55

O#1715

310.79'

660'

**SITE
LOCATION**

TOWNSITE ADDITION NO. 4
LOT 77 LOT 78

LOT 76



SCALE: 1" = 300'



Prepared By:
**City of McAlester
Engineering Department**

ORDINANCE NO. _____

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

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

SECTION 1. It shall be and is hereby declared necessary and expedient to close the following roadway more particularly described as:

THE ROADWAY LYING BETWEEN LOTS 55 AND 77, IN TOWNSITE ADDITION NO. 4, PITTSBURG COUNTY, STATE OF OKLAHOMA

and to retain a twenty (20) foot utility easement.

SECTION 2. PUBLICATION AND EFFECTIVE DATE

The closing of the roadway adopted by this ordinance shall be published within 15 days of approval in a newspaper of general circulation in McAlester, Oklahoma and the change shall become effective 30 days after approval by the City Council as required by Oklahoma General Statutes.

APPROVED this _____ day of _____, 2012.

CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

By _____
Steve Harrison, Mayor

(SEAL)

ATTEST:

Cora Middleton, City Clerk

Approved as to form and legality this _____ day of _____, 2012.

By _____
William J. Ervin, City Attorney

PLANNING & ZONING COMMISSION
STAFF REPORT
April 17, 2012

To: McAlester Planning & Zoning Commission
From: Peter Stasiak
Date: March 11, 2012

Case: VE #141 Request to Close

APPLICANT(S): Kenny & Donna Beale
2210 Peaceable Road
McAlester, OK 74501

ZONING DISTRICT: C-5 (Highway Commercial District)

BLOCK NUMBER: See legal below

GENERAL DESCRIPTION:

Applicant is requesting the closing of the following roadway: The Roadway lying between Lots 55 and 77, Townsite Addition No. 4, Pittsburg County, State of Oklahoma

NOTIFICATIONS:

City of McAlester (Sewer & Water)	No Objections
City of McAlester (Engineering)	No Objections
CenterPoint Gas	No Objections
Allegiance Communications	No Response
AT&T	Object (see attached letter)
American Electric Power/PSO	No Objections
McAlester News Capital (Publication)	April 1, 2012

PROPERTY OWNER NOTIFICATION:

Property Owners within 300 feet	3
Notification receipts received	3



Pat Mason
Legal Assistant

AT&T Oklahoma
405 N. Broadway
Room 203
Oklahoma City, OK 73102

T: 405.291.6755
F: 405.236.7773
pm8484@att.com

Office of City Manager

APR 02 2012

Received

March 30, 2012

Peter Stasiak – City Manager
City of McAlester
Planning and Community Development Department
P O Box 578
McAlester, OK 74502

**Re: Request to Vacate the Roadway Lying Between Lots 55 and 77, in
Townsite Addition No. 4, Pittsburg County, State of Oklahoma**

Dear Mr. Stasiak:

In response to your notice regarding the referenced matter, Southwestern Bell Telephone Company ("SWBT") does object to closing the described public way or easement. SWBT has existing buried facilities installed and in use within the location referenced above. SWBT will need to use the area sought to be closed for the provisioning of telephone and communications services, and therefore objects to having the easement closed.

Thank you for your assistance, and please do not hesitate to call our engineer for this area, Ronnie Gragg, with any questions or concerns. He can be reached at (918) 423-9987.

Yours truly,

Pat Mason, Assistant to
Kristin L. Huffaker

c: Ronnie Gragg

McAlester Planning Commission Minutes

Tuesday, April 17, 2012

City Council Chambers

6:30 PM

Item 1 Call to Order and Roll Call

Chairman Emmons called the meeting to order at 6:30 PM. Roll call was taken and a quorum was represented.

Commissioners Present: 9

Mark Emmons	John McNally	Robert Way	Ross Eaton
Harvey Bollinger	Denise Lewis	Susan Kanard	Karl Scifres
Primus Moore			

Commissioners Absent: 1

Karen Stobaugh

Item 2 Approval of Minutes from November 15, 2011; December 12, 2011; and March 29, 2012

A motion made by John McNally to approve the minutes as written was seconded by Karl Scifres.

The vote was 9-0 as follows:

AYE: Lewis, Kanard, Scifres, Moore, Bollinger, Way, Eaton, McNally, Emmons

NAY: None

Motion Carried

GENERAL BUSINESS:

Item 3 Discussion and Action on P. C. #393 Request to Rezone: The Easterly 37 feet of the Southerly 85 feet of Lot 15 and the Southerly 85 feet of Lot 16, in Block 240, City of McAlester, formerly known as South McAlester, Pittsburg County, State of Oklahoma

City Manager Peter Stasiak gave the staff report and stated that the applicant is Randy Saunier, 1st Realty, PO Box 21, McAlester, OK 74502. Mr. Stasiak stated the applicant is requesting a change in zoning from R-1B (Single-Family Residential District) to R-2 (Duplex District). Mr. Stasiak let the Commission know that there had been several residents in the 300 foot radius of this property sign a letter saying they were in favor of this property being rezoned and there was a letter of opposition also.

Randy Saunier, applicant, stated he had been a resident for his lifetime and realtor in McAlester for thirty (30) years. Mr. Saunier explained that the property in question has a five-plex unit in disrepair. Plans would be to tear down the present property and reconstruct a duplex if the rezone is approved.

Some talk from the audience was addressed to Mr. Saunier and the Commission about if the property were to be rezoned they wanted Mr. Saunier to guarantee that he would tear down the existing structure. Mr. Saunier assured the Commission and the audience that he would be tearing down the existing structure.

Harvey Bollinger asked if a ten foot portion that is cross hatched on the "Area of Request" diagram had been closed. Mr. Bollinger encouraged Mr. Saunier to check on the status of that before he proceeded with any construction.

A motion made by John McNally was seconded by Primus Moore to accept the application as presented and be forwarded to the City Council for approval.

The vote was 9-0 as follows:

AYE: Kanard, Scifres, Moore, Bollinger, Way, Eaton, McNally, Lewis, Emmons

NAY: None

Motion carried.

Item 4 Discussion and Action on V. E. #141 Request to Close: The Roadway lying between Lots 55 and 77, in Townsite Addition No. 4, Pittsburg County, State of Oklahoma

City Manager Pete Stasiak gave the staff report and stated the applicants were Kenny & Donna Beale, 2210 Peaceable Road, McAlester, OK. Mr. Stasiak stated the applicant is seeking closure of the platted roadway that runs through the Beale's property. Mr. Stasiak let the Commission know that AT& T did object to the closure because there are existing phone lines in that roadway.

Kenny Beale, applicant, stated that closing this roadway would allow him to put in a business with adequate parking. Mr. Beale spoke with AT & T and told them he would give them access to their lines if this roadway were to be closed.

Commissioner Emmons asked Mr. Beale if the roadway were to be closed would he have a problem with giving AT & T a twenty (20) foot utility easement.

Mr. Stasiak said that the City will have to work together with Mr. Beale to ensure that what ever he plans on constructing does not interfere with AT & T utilities.

Harvey Bollinger asked if ODOT has discussed any plans for further highway development in this area.

Kenny Sherrill spoke in opposition of the closure. Mr. Sherrill is afraid if the closure happens and ODOT reconstructs the highway in this area it would limit access to his properties.

Harvey Bollinger asked where the current highway construction would end. Mr. Stasiak

said this first phase will end at Braum's intersection on George Nigh Expressway. He explained that the ODOT highway construction would be done in three phases, seven years apart. The area in question would be constructed in phase two.

Commissioner Emmons wanted everyone to be clear that this is just a platted roadway, not a roadway that has been developed.

A motion made by Harvey Bollinger was seconded by John McNally to approve the application with the stipulation that AT & T is given a twenty (20) foot utility easement and be forwarded to the City Council for approval.

The vote was as follows 9-0:

Aye: Scifres, Moore, Bollinger, Way, Eaton, McNally, Lewis, Kanard, Emmons

Nay: None

Motion carried.

Item 5 New Business

There was no new business

Item 6 Staff Report

Mr. Stasiak told the Commission of a conceptual plat for a subdivision with forty-four (44) homes that has been brought to the City for review.

Item 7 Commission Report

Commissioner Emmons stated they are still working on annexation plans.

Item 8 Adjournment

A motion made by Susan Kanard was seconded by John McNally to adjourn the meeting at 7:11 PM.

There were no objections.

Motion carried.



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>May 22, 2012</u>	Item Number:	<u>8</u>
Department:	<u>Public Works- Engineering</u>	Account Code:	<u></u>
Prepared By:	<u>John C. Modzelewski, PE</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>May 15, 2012</u>	Exhibits:	<u>2</u>

Subject

Consider, and act upon, authorizing the Mayor to sign a resolution adopting the Pittsburg County Mitigation Plan for the City of McAlester.

Recommendation

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

Discussion

The City of McAlester has an approved Multi-Jurisdictional Multi-Hazard Mitigation Plan. The adoption of this Resolution will provide guidance for the County and participating jurisdictions, including the City of McAlester, hazard mitigation activities for the next five years and to ensure that the City of McAlester, and participating jurisdictions and other partners, implement activities that are most appropriate for mitigating natural hazard events.

Attachments:

- 1) Resolution Pittsburg County, Oklahoma
- 2) Resolution City of McAlester, Pittsburg County, Oklahoma

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u>JCM</u>	<u>05/15/12</u>
City Manager	<u>PJS</u>	<u>05/15/12</u>

RESOLUTION
City of McAlester, Pittsburg County, Oklahoma

Resolution Number _____

**RESOLUTION OF THE CITY OF McAlester MAYOR AND CITY COUNCIL
ADOPTING THE Pittsburg COUNTY HAZARD MITIGATION PLAN FOR THE CITY
OF MCALESTER , OKLAHOMA.**

WHEREAS, the Multi-Hazard mitigation Plan (the PLAN) for The City of McAlester is presented in fulfillment of requirements of the Hazard Mitigation Grant Program (HMGP) as outlined by the Federal Emergency Management Agency (FEMA) according to Section 322 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act or the Act), 42 U.S.C.4154, enacted under Sec 104 the Disaster Mitigation Act of 2000, (DMA 2000) P.L. 106-390, and;

WHEREAS, the purpose of this Plan is to provide guidance for the County and participating jurisdictions, including the City of McAlester, hazard mitigation activities for the next five years and to ensure that the City of McAlester and participating jurisdictions and other partners implement activities that are most effective and appropriate for mitigating natural hazards events, and;

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

That this Hazard Mitigation Plan for Pittsburg County, under the multi-jurisdictional planning participation and adoption process, presented in realization of requirements of the HMGP for the Federal Emergency Management Agency, according to the sections cited above, is hereby approved and adopted by the City of McAlester Mayor and City Council ;

APPROVED by the City of McAlester Mayor and City Council, this 22nd day of May, 2012.

Mayor

ATTEST:

City Clerk

RESOLUTION
Pittsburg County, Oklahoma

RESOLUTION OF THE PITTSBURG COUNTY BOARD OF COUNTY COMMISSIONERS ADOPTING THE PITTSBURG COUNTY HAZARD MITIGATION PLAN FOR PITTSBURG COUNTY, OKLAHOMA.

WHEREAS, the Multi-Hazard Mitigation Plan (the PLAN) for Pittsburg County is presented in fulfillment of requirements of the Hazard Mitigation Grant Program (HMGP) as outlined by the Federal Emergency Management Agency (FEMA) according to Section 322 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act or the Act), 42 U.S.C.4154, enacted under Sec 104 the Disaster Mitigation Act of 2000, (DMA 2000) P.L. 106-390, and;

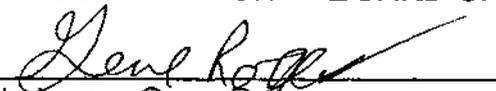
WHEREAS, the purpose of this Plan is to provide guidance for the County and participating jurisdictions hazard mitigation activities for the next five years and to ensure that Pittsburg County participating jurisdictions and other partners implement activities that are most effective and appropriate for mitigating natural hazards events, and;

NOW, THEREFORE, BE IT RESOLVED BY THE PITTSBURG COUNTY BOARD OF COUNTY COMMISSIONERS;

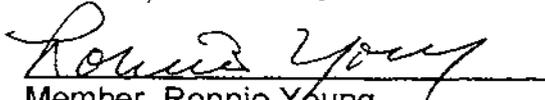
That this Multi-Hazard Mitigation Plan for Pittsburg County, under the multi-jurisdictional planning participation and adoption process, presented in realization of requirements of the HMGP for the Federal Emergency Management Agency, according to the sections cited above, is hereby approved and adopted by the Pittsburg County Board Of County Commissioners;

APPROVED by the Pittsburg County Board of County Commissioners, this 30th day of April, 2012.

PITTSBURG COUNTY BOARD OF COUNTY COMMISSIONERS

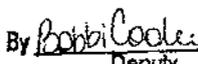
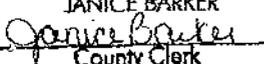

Chairman, Gene Rogers

Member, Kevin Smith


Member, Ronnie Young



ATTEST: 

County Clerk
STATE OF OKLAHOMA
COUNTY of PITTSBURG
I, Janice Barker, County Clerk in & for said County & State do hereby certify that this instrument is a true, complete & correct copy as the same appears on record in my office under Book Production Page 4-30-12
Witness my hand and official seal at McAlester in said County and State this 3rd day of May 2012
JANICE BARKER
By  Deputy
 County Clerk



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>May 22, 2012</u>	Item Number:	<u>9</u>
Department:	<u>Public Works-Engineering</u>	Account Code:	<u>02-5973302</u>
Prepared By:	<u>John C. Modzelewski, PE</u>	Budgeted Amount:	<u>\$24,700</u>
Date Prepared:	<u>May 15, 2012</u>	Exhibits:	<u>2</u>

Subject

Consider, and act upon, an Agreement for Engineering Services with IMS Infrastructure Management Services for the development of a Pavement Management Program for the lump sum fee of \$24,700.

Recommendation

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

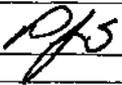
Discussion

This agreement will allow IMS Infrastructure Management Services (IMS) to provide engineering and field testing services for the development of a Pavement Management Program. This will be the initial phase of the program that will include up to 85 test miles. A test mile includes one pass for two lane streets and two passes for the four lane streets. This project is intended to supplement the 2012 CIP Project Design program that will include the first year of the recently approve Five Year Capital Improvement Program. The Professional Services Fee for this project will not exceed \$24,700.

Attachments:

- 1) Proposal
- 2) Sample Test Report

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	JCM	05/15/12
City Manager	P. Stasiak 	05/15/12



IMS Infrastructure Management Services
1895-D Rohwing Road, Rolling Meadows, IL 60008
Phone: (847) 506-1500 Fax: (847) 255-2938
www.ims-rst.com

May 17, 2012

City of McAlester
28 E. Washington
P.O. Box 578
McAlester, OK 74502

Attention: John C. Modzelewski; City Engineer/Public Works Director
Reference: Pavement Management Program Proposal

Dear Mr. Modzelewski;

IMS Infrastructure Management Services is pleased to submit our proposal to initiate a pavement management program for the City of McAlester, OK. IMS proposes to test a portion of the City's street network and develop a hard copy pavement management report that includes the test results and multi-year rehabilitation recommendations. To provide the maximum number of test miles, we will provide this service on a special lump sum basis. Up to 85 test miles, selected by the City will be included in the survey.

We have included a short statement of our qualifications and experience for your review. A brief description of the elements of the proposed program with corresponding fee schedule is included on the following pages.

We look forward to working with the City of McAlester and are available to further discuss how best to tailor the program to address the goals of the City. If you have any questions regarding the enclosed information, please feel free to contact our office.

Very truly yours,

IMS INFRASTRUCTURE MANAGEMENT SERVICES

A handwritten signature in black ink, appearing to read 'Donald L. Hardt'.

Donald L. Hardt
Manager of Client Services

QUALIFICATIONS AND EXPERIENCE



IMS Infrastructure Management Services is an employee owned and managed firm with offices in Illinois, Arizona and Ontario. We started our pavement management activities in the early 1960s as Novak, Dempsey & Associates. Since IMS' inception in 1985, we have progressively developed new technologies together with real-world software applications to become a recognized leader in the field of pavement and infrastructure management. Our software solutions provide the tools required to meet the complex challenges within the modern urban and rural environment. Our fleet of data collection equipment performs automated pavement surface condition surveys, rutting and roughness surveys, deflection testing, multi-camera video logging, and right-of-way asset surveys.

IMS has completed more than 500 pavement and right-of-way management assignments for government agencies and private-sector companies throughout the United States and Canada. As an entity, IMS has completed similar projects for:

- 460 city and county agencies plus 30 large-scale public works departments.
- 10 state agencies and transportation authorities.
- Collected data for more than 15 different software platforms, ranging from our own proprietary systems, to 3rd party programs including CartêGraph, Lucity, Inc (gbaMS), INFOR/Hansen, Deighton, Azteca Cityworks, RoadMatrix and MicroPAVER.
- Developed 4 pavement and asset management applications.
- Performed work with more than 8 databases and mapping applications.
- Developed revolutionary data collection tools that set the standard for automated, objective surveys.

Our complete lineup of pavement and infrastructure management applications includes:

- **PavePRO Manager** – Pavement management software
- **ROWMan** – Right-of-way infrastructure management software
- **Digital Image Viewer** – Image software for PavePRO Manager
- **SURFace Pro Manager** – Parking lot management software
- **DataVUE** – Digital image and distress data viewing software

Specialized infrastructure asset management and related roadway services offered by IMS include:

Pavement Management Services

- Pavement management software, implementation and training
- Automated distress data collection
- Automated roughness and rutting measurement
- Manual pavement performance data collection
- Nondestructive Dynaflect and FWD deflection testing
- Ground Penetrating Radar
- Parking lot management software and data collection
- Roadway cross fall, grade and radius of curvature data collection
- GIS interface implementation



Right-of-Way Management Services

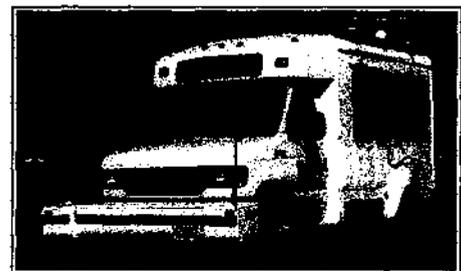
- Right-of-way asset management software and implementation
- Right-of-way asset data collection and condition rating
- Sign retro-reflectivity surveys
- Digital video data collection and digital image development
- GPS coordinate data collection
- Right-of-way asset planning
- RFID Implementations

In order to provide the greatest efficiency and cost savings to our clients, IMS supplements its core professional staff with long-term relationships with key service, software and technology partners. This allows IMS to stay current with industry trends and new technology, as well as to offer a wider array of software solutions. IMS is a CartêGraph Business Partner and has a similar relationship with Lucity, Inc. We regularly collect data for a variety of 3rd party software.

In addition to providing pavement management software and services, IMS operates an advanced, state-of-the-art fleet of data collection units. Our pavement and right-of-way testing equipment includes:

Three (3) Road Surface Testers (RST)

The RST is capable of collecting automated pavement condition and right-of-way asset information in a single pass. The RST incorporates lasers, distance measuring instruments, accelerometers and rate gyroscopes, inertial navigation based GPS and high resolution, forward and side view digital images and video. Through the use of its laser-camera array, the RST collects objective surface distress data, roughness and rutting.



Three (3) Dynaflects

Dynaflects provide nondestructive, multi-sensor dynamic deflection data for pavement structure analysis. Dynaflects have a 30-year history of collecting dependable, repeatable data, and may be used on asphalt and concrete roads.



PROJECT REFERENCES

Presented below are project references for similar Oklahoma agencies illustrating IMS's capabilities to implement a comprehensive pavement management system. Recent Oklahoma projects include:

City of Edmond, OK; 2001, 2006, 2011; 500 miles

100 E. First Street; Edmond, OK 73083

Harry S. Fenton II, P.E., Project Engineer (405) 359-4770

City of Norman, OK: 2001 – 2012; 150 miles annually

668 East Lindsey; Norman, OK 73069

Robin Gonnerman, Pavement Maintenance Coordinator (405) 329-2524

City of Stillwater, OK: 2007 & 2011; 150 miles

723 S. Lewis Street; Stillwater, OK 74076-1449

Jason Peek, Engineering Manager (405) 533-8471

City of Muskogee, OK: 2010; 380 miles

301 South Cherokee Muskogee, OK 74403

Mike Stewart, Public Works Director (918) 684-6333

City of Enid, OK: 2008; 340 miles

401 W. Garriott Road, PO Box 1768, Enid, OK 73701

Jim McClain, Director of Public Works (580) 234-0400

City of Bartlesville, OK: 2004 & 2011; 250 miles

401 S. Johnstone Ave Bartlesville, OK 74003

Terry Lauritsen, P.E., Engineering Director (918) 338-4251

City of Ponca City, OK: 2005, 145 miles

1001 West Prospect, Ponca City, OK 74602

Mike Lane, Traffic Engineering Manager (580) 767-0327

For each municipality, IMS implemented PavePRO Manager, IMS's comprehensive pavement management system. A Dynaflect device was used to collect deflection information. The projects also included detailed rehabilitation analysis, GIS integration, software installation, training and reporting. The deliverables were a detailed 5-year rehabilitation plan and annual budgets. The IMS project teams were lead by Dave Butler and Donald Hardt.

PROJECT APPROACH

Surface Condition Survey

Surveys are completed using the Road Surface Tester (RST). The City will receive a continuous, objective, and accurate survey of the surface condition of the street network. These network-level surveys with intersection-to-intersection test sections will be linked to the City's GIS. The RST provides a great deal of flexibility and can easily adjust test section lengths to meet any previously established test sections or other City goals. Single-direction testing is usually performed on the two-lane streets. Two-direction testing is recommended for use on divided streets and arterials and

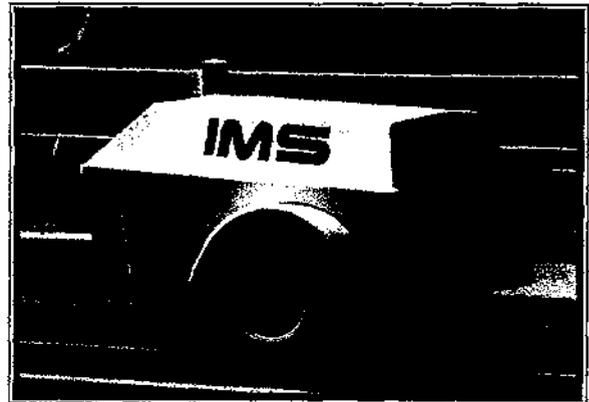


collectors with four or more lanes of traffic. The surface condition survey is conducted continuously over the entire length of the test section and is not based on sample sections. The information gathered in this survey includes inventory, roughness, rut depth, cracking, and texture. The effects of environmental conditions will be considered in conjunction with the surface condition survey.

To provide the City with a ROW asset data collection option, IMS will collect continuous digital video during the surface condition survey. The RST combines an inertial navigation guidance system with GPS to geolocate visible pavement and ROW features. The simultaneous pavement and ROW asset data collection capability of the RST is unique in the industry. It provides an efficient and cost-effective means to populate both pavement and asset management systems.

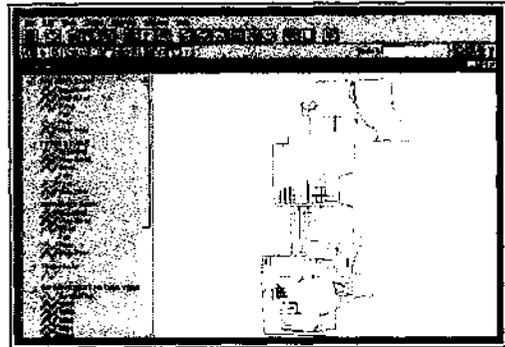
Deflection Testing (Future Option)

Each street test section surveyed by the Laser RST can receive a deflection test. This testing would be performed using the Dynaflect device and the results of this testing will permit an analysis of the structural capabilities of the existing street section. IMS utilizes all five sensors of the Dynaflect in its structural analysis. This provides valuable information on the capabilities of the pavement, base and subgrade sections, and the interaction between these sections. Although many agencies include structural analysis as part of their program, the PavePRO software can be used with or without deflection data. Nationally, some agencies use structural information on arterial and collector streets that tend to fail due to load, but rely on surface only data for residential roads where load is not a major factor in pavement failures. Others use surface only as the primary basis of the evaluation.



GIS and Pavement Management (Future Option)

IMS can provide a link between the City's GIS program and the pavement management data to enable the City to display and generate color-coded maps based upon existing pavement conditions, street rehabilitation plans or most any of the data in the pavement management program. The City can use the query function of its mapping program to display the pavement management data. It may also be possible for their mapping program to make queries of other infrastructure plans in conjunction with its road rehabilitation plans to determine if conflicts exist between plans. The future addition of ROW assets would also be geolocated on the GIS and entered in the asset management software. To most effectively maintain this link, IMS will require a copy of the City's current electronic centerline map prior to field data collection activities.



Digital Images (Future Option)

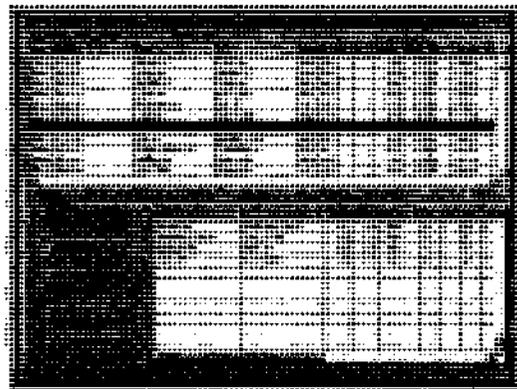
In conjunction with the surface condition survey, each test section is recorded on GPS referenced digital video with forward and rearward directed video cameras and used as part of IMS' Quality Control and Quality Assurance procedures. Additional cameras can be used to expand the viewing area or include features of special interest to the City. IMS can provide jpeg images at City specified intervals (e.g. 25') for viewing in a future PavePRO Manager acquisition and/or through the City's GIS. Many agencies find these images valuable as a "point-in-time" record of their roads and as a source of information for a variety of engineering, legal/investigative, and administrative uses. They can also be beneficial in assessing damage from a natural disaster or unforeseen event.



IMS uses an automated image capture process that is cost effective and has developed an image module for the PavePRO Manager software. This enhancement allows for the attachment of digital images to each test section. The user can then access all the pavement management data from a selected block and view multiple digital images for the identified section on his/her computer monitor. The digital images can be captured directly from the continuous video performed as part of the RST survey, generated from a City-owned digital cameras, and/or result from scanned photos or drawings.

Hard Copy Report or Pavement Management Software (Future Option)

IMS will provide the City with a hard copy pavement management report. IMS will use the PavePRO Manager software to generate a series of pavement management reports individualized to the City needs. Field data will be provided in a database and delivered in a CD format with the hard copy report. Field data and optional digital images can still be linked to the City's GIS and accessed or used for a variety of presentations. The IMS pavement management report will permit the City of McAlester to investigate several different scenarios regarding traffic, budgets, rehabilitation strategies, etc. and their effect on pavement performance levels and budgets. IMS recommends the software implementation, but this report option is used by a couple of our smaller regional clients.



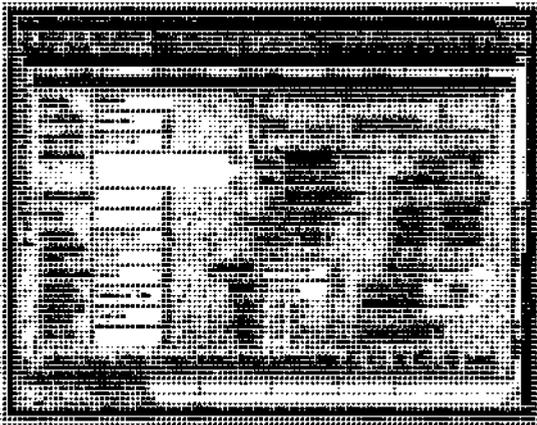
IMS can provide the current version of PavePRO Manager Software fully loaded with IMS collected field data. Any existing City condition data and maintenance histories can be added following staff training. The software would be installed on the City's computer network and/or its contract engineering firm. Since the software is provided with a site license, it can be used on laptops, field computers or by other departments at no additional charge. The software provides information on existing conditions, future performance, viable maintenance and rehabilitation strategies, optimization, schedules, budgets and multiyear programs. The program can be kept current by City staff through input of rehabilitation activities. Retesting is usually performed on 3 year (surface only) or 5 year (surface with deflection) cycles.

IMS would provide training for City staff in the operation and interpretation of these programs. Training is usually completed as part of a two day on-site session and can include actual operators, managers, and field staff.

Alternative software programs can be implemented if the City prefers a particular program or wants the pavement management program to be part of an enterprise-wide management system (e.g. work orders, complaint tracking, inventories, fleet, etc.) IMS works closely with other software providers including Lucity (GBA), CarteGraph, INFOR Hansen, Micro PAVER, Azteca Cityworks, Deighton and others to offer optional 3rd party solutions as appropriate to meet the specific needs of our clients.

Right-of-Way Asset Management System (Future Option)

Although the pavement management software provides for pavement inventory, IMS can provide ROW



asset management software for the acquisition of additional pavement and ROW features. Signs and supports, trees, sidewalks, ADA ramps, curbs and gutters, inlets, manholes, pavement markings, pavement and ROW hardware, trees, and more can be included to a level of detail determined by the City. Data collection for the expanded inventory can be performed simultaneously with the surface condition survey using IMS's Laser RST or through a variety of techniques using City, EEI and/or IMS staff. This software is integrated with the pavement management software and will meet the requirements of GASB Statement 34.

FEE SCHEDULE

The following fee schedule is offered for any additional optional services. It is based on scheduling surveys in conjunction with other area projects to reduce mobilization charges.

• Project Initiation	\$2,500.00
• Network Referencing	\$1,000.00
• RST Mobilization & Calibration	\$3,000.00
• RST Surface Condition Survey	\$130.00/ test mile
• Dynaflect Mobilization & Calibration	\$2,000.00
• Deflection Testing	\$120.00/ test mile
• Data Processing (RST)	\$20.00/ test mile
• Data Processing (RST and Deflection)	\$25.00/ test mile
• Development of Structural Indices (3 rd Party Software)	\$15.00/ test mile
• PCC Slab Survey (for streets with no deflection testing)	\$35.00/ test mile
• Pavement Width Measurements (for streets with no deflection testing)	\$10.00/ test mile
• Pavement Manager Software	\$4,000.00
• 3 rd Party Software	Special Quote
• Formal Hard Copy Report (in lieu of software)	\$6,500.00
• Data Configuration & Data Load (3 rd Party Software)	Special Quote
• Parking Lot Survey, Software/Report	\$0.25/sq.yd. - Special Review
• Software Training (on site)	\$1,000.00/day + travel expenses
• Engineering Interpretation, Analysis, Special Reports	\$125.00/hour
• Transfer of Historical Data to a New Program	\$85.00/hour
• Pavement Software Maintenance and Support	\$1,000.00/year
• Pavement/GIS Linkage	\$25.00/ test mile
• Digital Images @ 25' intervals (single view)	\$10.00/ test mile
• Digital Video Storage for Future ROW Asset Extraction	\$10.00/ test mile
• GPS/Camera Extraction Set-up & AVI Conversion	\$10.00/ test mile
• ROWMan Software	\$2,000.00
• Master Asset List Development	\$300.00 - \$1,500.00
• Project Management	7.5% of Task Activities
• Asset Extraction Services	
• Signs and Supports	\$2.50/sign
• Traffic Signals and Supports	\$2.25/signal and/or support
• Light Poles	\$1.75/pole
• Curb and Gutter	\$1.75/curb block
• Storm sewer Inlets	\$1.75/inlet
• Manholes	\$1.75/manhole
• Sidewalks	\$1.75-\$2.25/sidewalk block
• ADA Ramps	\$1.75/ramp
• Driveway Aprons (point asset)	\$1.75/apron
• Driveway Aprons (linear asset)	\$2.25/apron
• Railroad Crossings	\$2.25/crossing
• Hydrants	\$2.25/hydrant
• Trees	\$2.50/tree
• Pavement Markings (point assets)	\$1.75/marking
• Pavement Striping (linear assets)	\$1.75/block
• Guard Rails	\$2.50/guard rail
• Medians	\$2.50/median
• Fences	\$2.50/fence
• Ditches	\$2.25/ditch
• Misc. Road and ROW Hardware	\$2.25/asset
• Sign Retroreflectivity	Special Quote

COST SUMMARIES

The following cost summary is based on a lump sum fee schedule. IMS will test up to 85 test miles selected by the City. Streets will be geographic areas or subdivisions, except for arterials that will be tested in their entirety if requested.

Activity	Quantity	Units	Unit Rate	Total
Project Initiation				
Project Initiation	1	LS	\$2,500.00	\$2,500.00
Network Referencing	1	LS	\$1,000.00	\$1,000.00
Field Surveys				
RST Mobilization & Calibration	1	LS	\$3,000.00	\$3,000.00
RST Surface Condition Survey (up to 85 test miles)	1	LS	\$10,200.00	\$10,200.00
Data Management				
Data Processing (RST)	1	LS	\$1,300.00	\$1,300.00
Pavement Management Report	1	LS	\$5,000.00	\$5,000.00
Project Management	1	LS	\$1,700.00	\$1,700.00
			Total	\$24,700.00

Services are provided on a special lump sum basis. The proposal is submitted with the assumption that the City of McAlester will provide or assist IMS with the following information and services:

- Street list and GIS centerline file of roads to be surveyed complete with functional classifications.
- Pavement Widths in GIS or other format
- Notification and coordination with other departments or agencies, if necessary.

PROJECT APPROVAL – City of McAlester, OK

This proposal is submitted in duplicate with each copy being considered as an original. Acceptance is constituted by signing and returning one copy to our office.

Approved Services (please check off approved services)

Pavement Management Survey and Report (up to 85 test miles) - (\$24,700.00)

ACCEPTED:

City of McAlester, OK

By: _____

Title: _____

Date: _____

SAMPLE REPORT

2011 Pavement Management Report



IMS Infrastructure Management Services
1895 Rohwing Road, Suite D, Rolling Meadows, IL 60008
Phone: (847) 506-1500, Fax: (847) 255-2938
www.ims-rst.com

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1.0 REPORT SUMMARY

Billions of dollars have been invested in our road networks. Sound decisions on preventive maintenance, rehabilitation, and reconstruction of roads are crucial to protecting that large investment. Preservation of existing road and road systems has become a major activity for all levels of government. There is a shortage of funds to maintain road system at the State and local government levels. Funds that have been designated for pavements must therefore be used as effectively as possible. One proven method to obtain maximum value of available funds is through the use of a Pavement Management System (PMS).

Pavement management is the process of planning, budgeting, funding, designing, constructing, monitoring, evaluating, maintaining, and rehabilitating the pavement network to provide maximum benefits for available funds. A PMS is a set of tools or methods that assists decision makers in finding optimum strategies for providing and maintaining pavements in a serviceable condition over a given time period. As shown in Figure 1, roads that are repaired when they are in a fair condition will cost less over their lifetime than roads that are allowed to deteriorate to a bad condition. Without an adequate routine pavement maintenance program, roads require more frequent reconstruction, thereby costing millions of extra dollars.

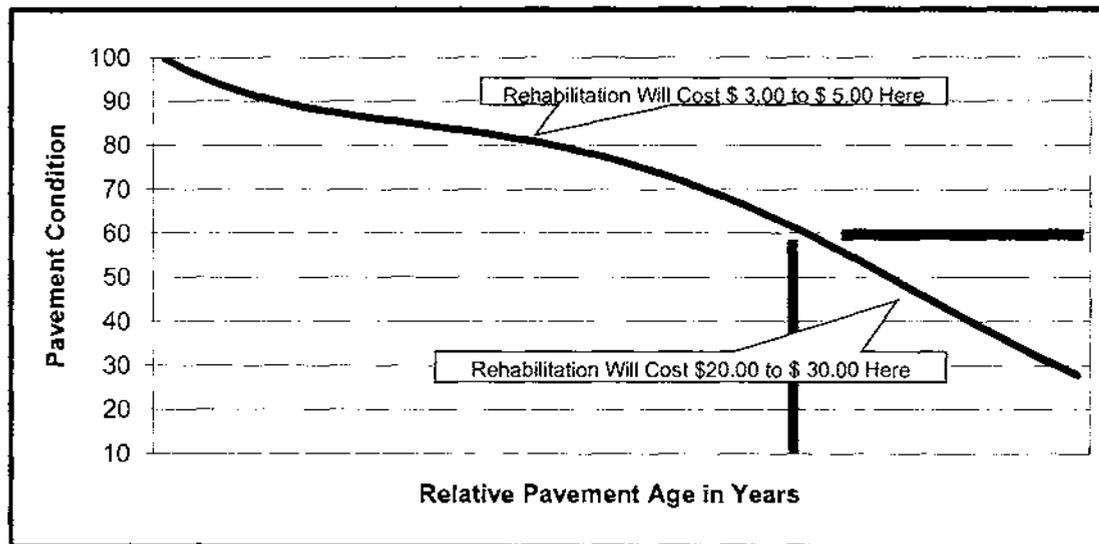


Figure 1: Pavement Condition Deterioration Over Time

IMS Infrastructure Management Services, Inc. has developed a PMS that can scientifically answer questions typically asked by organizations responsible for maintaining road networks. These questions include the following:

- What is the current condition of the road network?,
- How much money is required to maintain the same level in 3 or 5 years?,
- What will the condition be if present funding levels are maintained?,
- What is the most cost effective way to spend road repair money?, and
- What type of repairs should be carried out? etc.

IMS carried out a detailed pavement condition survey for the sample agency, utilizing the Laser Road Surface Tester (RST) for pavement condition testing. The IMS Pavement Management System utilizes this data for pavement condition determination, surface analysis, improvement determination, prioritization and budgeting.

1.1 Conditions and Findings

The road network of The sample agency consists of approximately 1,937,573 square yards of pavement area. The overall average condition of the pavement network in 2011 is 74. Figure 2 shows overall pavement condition for The sample agency on a 10 to 100 scale, 10 being worst and 100 being best condition.

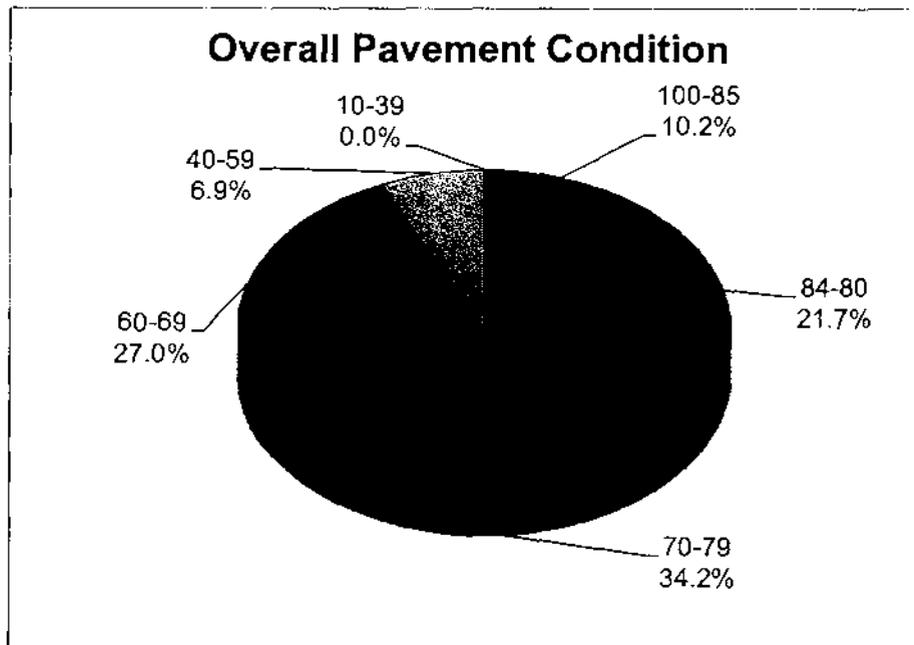


Figure 2: Overall Pavement Condition

A general idea of what this condition level means with respect to remaining life is included in the following charts:

Pavement Condition No.	Relative Remaining Life Prior to Rehabilitation
100 – 85	12 to 15 Years
80 – 84	10 to 12 Years
70 – 79	8 to 10 Years
60 – 69	6 to 8 Years
40 – 59	3 to 6 Years
10 – 39	Less than 3 Years

Pavement Condition No.	Maintenance/Rehabilitation Required
100 – 85	<u>Minimal</u> - minor patching and crack sealing
80 – 84	<u>Some</u> - slurry seal or thin resurfacing
70 – 79	<u>Routine</u> - slurry seal, thin to thick resurfacing
60 – 69	<u>Increasing</u> - thicker resurfacing, surface replacement or some base reconstruction
40 – 59	<u>High</u> - surface replacement, base reconstruction and possibly some subgrade stabilization
10 – 39	<u>Very High</u> - total reconstruction with subgrade preparation

1.2 Management

There are many ways to manage a given pavement network. The pavement management program used for The sample agency has two general methods that can be run with different parameters to achieve a variety of scenarios. The first method, called “Level Analysis”, allows the user to select a desired level of service to maintain while the program reports the associated annual budget. In this method the average condition of the network is brought to a selected level by rehabilitating roads from low condition to high condition. However, the roads are not usually done in a worst first order. Instead, the cost benefit of each strategy is considered so that an optimum strategy at an optimum time can be performed. The second method, called “Budget Analysis”, allows the user to select a fixed budget for each year while the program reports the associated level of service. In this method the roads are selected optimally while staying within the budget constraints. In some cases the optimum strategy or the timing of rehabilitation for a particular road will need to be altered to fit within a particular budget.

Multiple scenarios may be created using the pavement management program. A variety of budgets and levels can be used in their creation. Roads that are selected for rehabilitation in a particular scenario, while optimum from the program's standpoint, may in reality need to be rehabilitated at another time or with a different strategy.

These modifications may be necessary for a variety of reasons including the following:

- Reduction of mobilization and inconvenience by grouping roads that lie close together geographically.
- Reduction of conflicts with underground utility work.
- Provident use of alternative funding sources.
- Economic development concerns.

Each scenario is based on the unit cost of a variety of rehabilitation strategies ranging from thin resurfacing to major reconstruction. The effectiveness of each strategy is based on its ability to improve the pavement and its cost for placement. As costs change, the optimum strategy and timing for rehabilitation may also change.

Figure 3 represents the aging of the road network for The sample agency if no major maintenance or rehabilitation is done for the next five years.

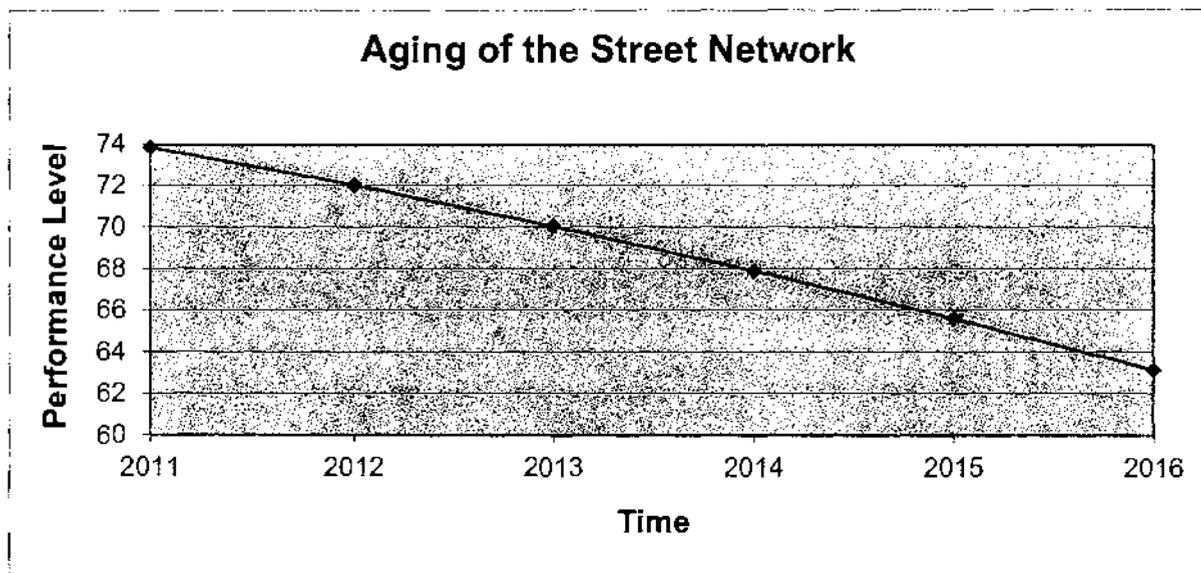


Figure 3: Aging of the Road Network

Because of the many factors to be considered in pavement management, we suggest that the data in the program be examined in detail. Traffic, rehabilitation unit prices and inflation are some of the variables that need to be researched and input into the program. In addition, the splitting of roads into logical project sizes that are relatively homogeneous in condition is important. Local knowledge related to road construction and past rehabilitation is valuable during this process.

2.0 FIELD DATA COLLECTED

Acquiring and processing input data to derive useful planning and budgeting information is the foundation of Pavement Management. Many IMS data collection techniques are unique in the industry. IMS has abandoned windshield surveys of road surface condition, which rely on visual inspection and an individual's subjective opinion. Instead, IMS uses state-of-the-art technology, the Laser Road Surface Tester to obtain most accurate and objective data on road surface conditions. To accurately determine the overall pavement condition and to project future performance, information on pavement sub-structure is also required. IMS utilizes the Dynaflect device to carry out pavement deflection testing to estimate pavement structural capacity.



2.1 Road Sections Investigated

The intent of this study was to develop a network level management program for the road system of The sample agency. For this purpose, the road network of the Agency is divided into 220 sections. A complete list of these sections for the roads tested in 2011 can be printed from the program.

2.2 Traffic Data

The IMS software is sensitive to traffic data, particularly the volume and applied loading of heavy commercial and industrial vehicles. The following information was provided by the Agency:

- The two-directional Average Daily Traffic Volume (ADT) for each road section.
- The percentage of single-axle trucks per day.
- The percentage of multi-axle trucks per day.
- The projected traffic increase (as a percentage) over a ten-year period.

2.3 Pavement Surface Condition Survey

IMS used its state-of-the-art Laser Road Surface Tester (RST) to obtain accurate, objective and continuous surface condition data on each of the roads on this project. The Laser RST is unique in the industry and has been successfully employed on many projects over the past 23 years. The Laser RST collects data on four surface condition parameters for each test section, namely:

- Roughness (ride quality) - the International Roughness Index (IRI).
- Rutting - mean depth for each section.
- Texture of surface - RST is the only equipment available today that is able to measure macrotexture, in quantitative terms, for use in filtering cracks.
- Cracking - RST performs a crack count of all transverse and meandering cracks and records the information in four width and two depth categories.

It should be noted that roughness and rut depth are not obtainable through visual survey methods. However, they are extremely important elements in analyzing the deterioration and aging of pavements.

2.4 Environmental Survey

An environmental or external factors survey is included, as a part of the surface condition survey. This involves subjective data collection, recorded through automated means, of parameters such as edge conditions; drainage (which includes sufficiency of crossfall); etc. These factors, in conjunction with climatic conditions, have a substantial effect on pavement performance and must always be included in a comprehensive Pavement Management Program.

3.0 ASSESSMENT AND EVALUATION OF RESULTS

The field data collected is electronically processed in IMS Pavement Management System to prepare a number of different reports to help the Agency maintain their pavements. The program includes the following reports:

- Inventory Reports
- Priority Listings
- Pavement Condition Reports
- Rehabilitation Strategies
- Pavement Improvement Reports
- Investment Benefit Reports
- Pavement Management Reports

3.1 Inventory Reports

The inventory of road sections tested in 2011 is included in the inventory reports. The inventory is shown in two forms, Street Inventory Listing and Block Inventory Listing. The road network of The sample agency was divided into 220 test sections. Long roads were divided into 10,000 foot lengths to make them easier to manage.

3.2 Pavement Priority Listing (Ranking)

The priority listing is a valuable report available from the program. A value in the 85-100 range indicates a very good pavement with expected life of more than 15 years with routine maintenance. Values below 40 indicate total reconstruction is required and rehabilitation (such as resurfacing) will not be sufficient to effect repair of the pavement. Please note that this list reflects the rank in the year the road was tested.

It should be noted that some roads have been subdivided into smaller groups of varying lengths. Long roads were divided into 10,000-foot lengths to make them easier to manage. The logic for choosing the groupings is based on traffic data, information from the program and local knowledge. The groupings are user specified and can be changed to reflect departmental or contract considerations. The grouping of the sections will have a direct bearing on the output of the management plans specifically the strategy required and the optimum timing of rehabilitation. The five-year rehabilitation plan, described later, will address the sections with lowest rankings. Roads with ranking of 75 or greater would not normally warrant major rehabilitation until beyond the five-year period.

3.3 Pavement Condition Reports

The pavement condition reports are produced from processed data within the program. They are in two parts; the first part shows an overview of the various condition numbers established, and the second part shows the surface and deflection data in detail. Note that this data reflect the condition in the year road network was tested.

Figure 2 is a pie chart showing the distribution of pavement condition for the whole road network. The Pavement Condition Numbers range from 100 to 10 (100 being the best possible condition) and include the effect of surface, base, subgrade, traffic, environment and materials.

The following is a brief description of the significance of various Pavement Condition ranges.

Pavement Condition No.	Maintenance/Rehabilitation Required
100 – 85	<u>Minimal</u> - minor patching and crack sealing
80 – 84	<u>Some</u> - slurry seal or thin resurfacing
70 – 79	<u>Routine</u> - slurry seal, thin to thick resurfacing
60 – 69	<u>Increasing</u> - thicker resurfacing, surface replacement or some base reconstruction
40 – 59	<u>High</u> - surface replacement, base reconstruction and possibly some subgrade stabilization
10 – 39	<u>Very High</u> - total reconstruction with subgrade preparation

The average pavement condition of all the roads in The sample agency is 74 with roads ranging from a low of 46 to a high of 99. A value of 74 for a pavement means that it requires routine maintenance that may include slurry or chip seal, and thin to thicker overlay. For the whole network of the Agency, figure 2 shows that less than 7% of the pavement area is below 60. These pavements are in poor condition and in need of significant repair. Another 61% of the pavement area is in the 60-79 range. These pavements are beginning to deteriorate at an accelerated rate. Resurfacing in the near future can save some of them. Delay would increase the cost of repair significantly for these pavements. In that sense, they are the 'optimal' pavements for repair. The condition numbers presented above may change slightly as traffic and other parameters are refined.

Road sections that show very poor surface and/or base condition (overall rank less than 60) will probably need some base repairs or total reconstruction. Special attention should be paid to such roads. Care must be taken not to simply cover up the problem with an overlay. Please keep in mind that this level of testing is "network level" and in some cases, may need additional investigation to confirm the method of rehabilitation.

3.4 Contributing Factors

The Contributing Factors report provides information regarding different distresses that can reduce pavement condition ratings. It identifies the magnitude of distress from Cracking (edge, longitudinal, transverse), Rutting, Ride Quality, Surface Texture and Environmental Factors (Drainage conditions, shoulder conditions, etc.). Distresses are rated as either minor (m) or major (X) in nature. This report is particularly useful to staff involved in the field maintenance of the roads as it gives them a benchmark from which to work.

3.5 Rehabilitation Strategies

The rehabilitation strategies selected by the user in the development of their five-year plan are displayed in the Strategy Report. Various strategy sets were prepared and applied to all roads in the network. The strategies used in each category of pavement are shown along with their respective unit costs in this report. An inflation factor for each strategy is also displayed.

3.6 Pavement Improvement Report

The software allows the Agency to consider a full range of rehabilitation alternatives from routine maintenance treatments; asphalt concrete resurfacing; resurfacing with pavement fabrics; recycling; reconstructs, including base rehabilitation and stress absorbing membranes; to Portland cement concrete resurfacing.

The Pavement Improvement Report will allow the Agency to assess the effect of various rehabilitation strategies on each test section. It determines whether or not a selected rehabilitation strategy will be effective by determining the resulting improvement in the Pavement Condition Number for each section.

3.7 Pavement Rehabilitation Management Reports

The management reports represent a five-year road rehabilitation program. The optimum program in each of the five years is outlined in terms of:

- Road sections to be rehabilitated.
- Optimum rehabilitation strategy for each section (resurfacing; reconstructs; etc.).
- Cost of rehabilitation for each section.
- Summary for each year of the five-year period.

The Management Software can be run in a number of ways, for example:

- On the basis of maintaining the existing average service level of the network over the five year period.
- Meet a target service level by the end of the five-year period e.g. raise the average service level of the network from 72 to say 80 at the end of five years.
- Produce the optimum management program from pre-set budgets for each year of the program. The average road network service life at the beginning and end of the program will be indicated. In this way the client will know whether the pre-set budgets are allowing the Village to improve its level of service or the level is being eroded i.e. the funds are insufficient to maintain the existing average service level.
- In addition, the management program can be revised to reflect the planning of other departments such as water and sewer. This can be achieved by specifying a "must do" in certain years and tailoring the treatment accordingly.

Detailed management reports on these programs can be printed from the program.

IMS strongly suggests that for roads where reconstruction is required, the Agency undertake a more detailed examination of the problems especially on roads that appear to have subgrade problems. This will confirm the extent of the problem and enable the appropriate additional costs to be estimated. For the cases where a grind and resurfacing is indicated, sometimes a removal of the existing pavement surface would be unacceptable. This can occur, for instance, where the existing pavement thickness is not sufficient to enable reasonable grinding. For these sections, it is also recommended that the exposed granular pavement structure be proof-rolled to determine more specifically where areas of poor base or sub-base are located. Whenever the surface is removed and granular materials are exposed, the base should be reshaped and re-compacted prior to the surface application.

4.0 COMMENTS

The analyses and recommendations presented in this report are based upon the data obtained from the Dynaflect deflection tests, the RST data collection performed at the indicated locations and from other information discussed in this report. This report has been prepared for the exclusive use of our client for specific application to the project discussed and has been prepared in accordance with generally accepted pavement engineering practices. No warranty, express or implied, is provided. In the event that any information furnished to us, as outlined in this report, is inaccurate or changes, the conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed and the conclusions of this report modified or verified in writing by the pavement engineer.



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>May 22, 2012</u>	Item Number:	<u>10</u>
Department:	<u>Public Works-Engineering</u>	Account Code:	<u>02-5973302</u>
Prepared By:	<u>John C. Modzelewski, PE</u>	Budgeted Amount:	<u>\$24,500</u>
Date Prepared:	<u>May 14, 2012</u>	Exhibits:	<u>2</u>

Subject

Consider, and act upon, an Agreement for Engineering Services with Meshek & Associates, PLC for the development of construction plans, specifications and estimates related to the 2012 Proposed CIP Projects for the lumps sum fee of \$24,500.

Recommendation

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

Discussion

This agreement will allow Meshek & Associates PLC to provide engineering services for the development of construction plans, specifications and estimates necessary for the 2012 CIP Projects Design. The streets identified for this Project include: Strong Avenue, from Thirteenth Street to Electric Avenue; Strong Avenue, from Wade Watts Avenue to Washington Avenue; Second Street, from Creek Avenue to Comanche Avenue; Sixth Street, from Chaddick Park to Chickasaw Avenue; Sixth Street, from Adams Avenue to Monroe Avenue; Washington Avenue, from Sixth Street to Eighth Street; A Street, from Ottawa Avenue to Comanche Avenue; and South Avenue, from Eleventh Street to Thirteenth Street. The Professional Services Fee for this project will not exceed \$\$24,500.

- 1) Agreement for Engineering Services 2012 CIP Projects Design
- 2) 2012 Proposed Map of CIP Projects for the City of McAlester

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	JCM	05/14/12
City Manager	P. Stasiak <i>PJS</i>	05/14/12

**AGREEMENT
FOR
ENGINEERING SERVICES
2012 CIP PROJECTS DESIGN**

THIS AGREEMENT, made and entered into this ____ day of _____, 2012 between the City of McAlester, Oklahoma, a Municipal Corporation of Oklahoma, hereinafter referred to as CITY, and Meshek & Associates, PLC hereinafter referred to as ENGINEER;

WITNESSETH:

WHEREAS, CITY intends to acquire engineering services street rehabilitation design to construct pavement repairs at various locations identified on the 2012 Proposed CIP Projects Map dated April 24, 2012, hereinafter referred to as the PROJECT; and,

WHEREAS, CITY requires certain professional services in connection with the PROJECT, including the preparation of plans, specifications and estimates needed to provide bidding documents to construct street rehabilitation, hereinafter referred to as the SERVICES; and,

WHEREAS, ENGINEER, is prepared to provide such SERVICES;

WHEREAS, funding is available for the PROJECT through Line Item_____.

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

1. PROJECT DESCRIPTION. The scope of the PROJECT is described in Attachment A, PROJECT DESCRIPTION, which is attached hereto and incorporated by reference as part of this AGREEMENT.
2. SERVICES TO BE PERFORMED BY ENGINEER. ENGINEER shall perform the SERVICES described in Attachment B, SCOPE OF SERVICES, which is attached hereto and incorporated by reference as part of this AGREEMENT.
3. CITY'S RESPONSIBILITIES. CITY shall be responsible for all matters described in Attachment C, RESPONSIBILITIES OF THE CITY, which is attached hereto and incorporated by reference as part of this AGREEMENT.
4. COMPENSATION. CITY shall pay ENGINEER in accordance with Attachment D, COMPENSATION, and further described in Attachment E, BILLING RATE SHEET, which are attached hereto and incorporated by reference as part of this AGREEMENT.
5. SCHEDULE. ENGINEER shall perform the SERVICES described in Attachment B, SCOPE OF SERVICES, in accordance with the schedule set forth in Attachment F, SCHEDULE, attached hereto and incorporated by reference as part of this AGREEMENT.
6. STANDARD OF PERFORMANCE. ENGINEER 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. The PROJECT shall be designed and engineered in a good and

the SERVICES. The PROJECT shall be designed and engineered in a good and workmanlike manner and in strict accordance with this AGREEMENT. All engineering work shall be performed by or under the supervision of Professional Engineers licensed in the State of Oklahoma, and properly qualified to perform such engineering services, which qualification shall be subject to review by CITY. Other than the obligation of the ENGINEER to perform in accordance with the foregoing standards, no warranty, either express or implied, shall apply to the SERVICES to be performed by the ENGINEER pursuant to this AGREEMENT or the suitability of ENGINEER'S work product.

7. LIMITATION OF RESPONSIBILITY.

- 7.1. ENGINEER shall not be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the PROJECT.
- 7.2. The presence of ENGINEER's personnel at a construction site is for the purpose of providing to the CITY a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s).
- 7.3. In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of ENGINEER.
- 7.4. Record drawings will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. ENGINEER is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.
- 7.5. ENGINEER's deliverables, including record drawings, are limited to the sealed and signed hard copies. Computer-generated drawing files furnished by ENGINEER are for CITY or others' convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.

8. OPINIONS OF COST AND SCHEDULE.

- 8.1. Since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors', subcontractors', or vendors' methods of determining prices, or over competitive bidding or market conditions, ENGINEER's cost estimates shall be made on the basis of qualifications and experience as a Professional Engineer.

8.2. Since ENGINEER has no control over the resources provided by others to meet construction contract schedules, ENGINEER's forecast schedules shall be made on the basis of qualifications and experience as a Professional Engineer.

9. LIABILITY AND INDEMNIFICATION.

9.1. ENGINEER shall defend and indemnify CITY from and against legal liability for damages arising out of the performance of the SERVICES for CITY, including but not limited to any claims, costs, attorney fees, or other expenses of whatever nature where such liability is caused by the negligent act, error, or omission of ENGINEER, or any person or organization for whom ENGINEER is legally liable. Nothing in this paragraph shall make the ENGINEER liable for any damages caused by the CITY or any other contractor or consultant of the CITY.

9.2. ENGINEER shall not be liable to CITY for any special, indirect or consequential damages, such as, but not limited to, loss of revenue, or loss of anticipated profits.

10. CONTRACTOR INDEMNIFICATION AND CLAIMS.

10.1. CITY agrees to include in all construction contracts the provisions of Articles 7.1, and 7.2, and provisions providing contractor indemnification of CITY and ENGINEER for contractor's negligence.

10.2. CITY shall require construction contractor(s) to name CITY and ENGINEER as additional insureds on the contractor's general liability insurance policy.

11. COMPLIANCE WITH LAWS. In performance of the SERVICES, ENGINEER shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria and standards. ENGINEER shall procure the permits, certificates, and licenses necessary to allow ENGINEER to perform the SERVICES. ENGINEER shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to ENGINEER in Attachment B, SCOPE OF SERVICES.

12. INSURANCE.

12.1. During the performance of the SERVICES under this AGREEMENT, ENGINEER shall maintain the following insurance:

12.1.1. General Liability Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence and not less than \$1,000,000 in the aggregate, and with property damage limits of not less than \$100,000 for each occurrence and not less than \$100,000 in the aggregate.

12.1.2. Automobile Liability Insurance with bodily injury limits of not less than \$1,000,000 for each person and not less than \$1,000,000 for each accident and with property damage limits of not less than \$100,000 for each accident.

- 15.1. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of ENGINEER and CITY.
16. UNCONTROLLABLE FORCES. Neither CITY nor ENGINEER shall be considered to be in default of this AGREEMENT if delays in or failure of performance shall be due to forces which are beyond the control of the parties; including, but not limited to: fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage; inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either CITY or ENGINEER under this AGREEMENT; strikes, work slowdowns or other labor disturbances, and judicial restraint.
17. SEVERABILITY. If any portion of this AGREEMENT shall be construed by a court of competent jurisdiction as unenforceable, such portion shall be severed herefrom, and the balance of this AGREEMENT shall remain in full force and effect.
18. INTEGRATION AND MODIFICATION. This AGREEMENT includes Attachments A, B, C, D, E and F, and represents the entire and integrated AGREEMENT between the parties; and supersedes all prior negotiations, representations, or agreements pertaining to the SCOPE OF SERVICES herein, either written or oral. CITY may make or approve changes within the general SCOPE OF SERVICES in this AGREEMENT. If such changes affect ENGINEER's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT. This AGREEMENT may be amended only by written instrument signed by each of the Parties.
19. DISPUTE RESOLUTION PROCEDURE. In the event of a dispute between the ENGINEER and the CITY over the interpretation or application of the terms of this AGREEMENT, the matter shall be referred to the City's Director of Public Works for resolution. If the Director of Public Works is unable to resolve the dispute, the matter shall be referred to the City Manager for resolution. Regardless of these procedures, neither party shall be precluded from exercising any rights, privileges or opportunities permitted by law to resolve any dispute.
20. ASSIGNMENT. ENGINEER shall not assign its obligations undertaken pursuant to this AGREEMENT, provided that nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates, and subcontractors as ENGINEER may deem appropriate to assist ENGINEER in the performance of the SERVICES hereunder.
21. APPROVAL. It is understood and agreed that all work performed under this AGREEMENT shall be subject to inspection and approval by the Public Works Department of the City of McAlester, and any plans or specifications not meeting the terms set forth in this AGREEMENT will be replaced or corrected at the sole expense of the ENGINEER. The ENGINEER will meet with the City staff initially and monthly thereafter and will be available for public meetings and/or City of McAlester presentations.

22. KEY PERSONNEL. In performance of the SERVICES hereunder, ENGINEER has designated Brandon Claborn as Project Manager for the PROJECT. ENGINEER agrees that no change will be made in the assignment of this position without prior approval of CITY.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT in multiple copies on the respective dates herein below reflected to be effective on the date executed by the Mayor of the City of McAlester.

Meshek & Associates, PLC



William T. Meshek, PE, PLS

Manager, Principal Engineer

Date: May 15 - 2012

APPROVED:

CITY OF McALESTER, OKLAHOMA

City Clerk

Mayor

Date _____

APPROVED AS TO FORM:

City Attorney

**AGREEMENT
FOR
ENGINEERING SERVICES
2012 CIP PROJECTS DESIGN
Project Description
Attachment A**

SCOPE OF PROJECT. The PROJECT shall consist of development of an engineering plan to be used to construct paving rehabilitation at the various locations as identified on the 2012 Proposed CIP Projects map dated April, 24, 2012.

**AGREEMENT
FOR
ENGINEERING SERVICES
2012 CIP PROJECTS DESIGN
SCOPE OF SERVICES
ATTACHMENT B**

The services to be performed by the ENGINEER, Meshek & Associates, PLC, under this AGREEMENT will consist of assistance to the City of McAlester with the improvement of certain street rehabilitation design. Further, it is understood and agreed that the date of beginning, rate of progress, and the time of completion of the work to be done hereunder are essential provisions of this AGREEMENT; and it is further understood and agreed that the work embraced in this AGREEMENT shall commence upon execution of this AGREEMENT and receipt of Notice to Proceed. All work must be complete within forty-five (45) days of acceptance of the Notice to Proceed.

B.1. Basic Services of ENGINEER. The basic services of the ENGINEER shall include, but are not limited to the following tasks:

- B.1.1. Task 1 – Develop project rehabilitation plans.***
- a. Perform a field condition assessment and survey as needed.***
 - b. Develop a patching detail and street typical section.***
 - c. Identify utility relocation and drainage system repair requirements.***
 - d. Develop a project cost estimate.***
 - e. Deliver construction plans and specifications.***

**AGREEMENT
FOR
ENGINEERING SERVICES
2012 CIP PROJECTS DESIGN**

**Responsibilities of the City
Attachment C**

RESPONSIBILITIES OF THE CITY. The CITY agrees:

- C.1** **Reports, Records, etc.** To furnish, as required by the work, and not at expense to the ENGINEER:
- C.1.1 Records, reports, studies, plans, drawings, and other data available in the files of the CITY that may be useful in the work involved under this AGREEMENT.
 - C.1.2 ENGINEER will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CITY.
- C.2** **Access.** To provide access to public and private property when required in performance of ENGINEER's services.
- C.3** **Staff Assistance.** Designate in writing a person to act as its representative in respect to the work to be performed under this AGREEMENT, and such person shall have complete authority to transmit instructions, receive information, interpret and define CITY's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this AGREEMENT.
- C.3.1 Furnish staff assistance in locating, both horizontally and vertically, existing CITY owned utilities and in expediting their relocation as described in Attachment B. Further, CITY will furnish assistance as required in obtaining locations of other utilities, including "potholing".
 - C.3.2 Provide access to CITY property and staff as needed to develop the Rehabilitation plans.
- C.4** **Review.** Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by ENGINEER and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

**AGREEMENT
FOR
ENGINEERING SERVICES
2012 CIP PROJECTS DESIGN**

**Compensation
Attachment D**

COMPENSATION. The CITY agrees to pay, as compensation for services set forth in Attachment B, the following fees, payable monthly as each Phase of the work progresses; and within 30 calendar days of receipt of invoice. ENGINEER shall submit monthly invoices based upon actual hours or work, invoiced according the Rate Schedule provided in Attachment E, completed at the time of billing. Invoices shall be accompanied by such documentation as the CITY may require in substantiation of the amount billed.

D.1 Total Compensation.

D.1.1 For the work under this project, Attachment B, the total maximum billing including direct costs and subconsultant services is Twenty-four Thousand Dollars five Hundred and No Cents (\$24,500.00), which total amount shall not be exceeded without further written authorization by the CITY. The hourly rate schedule is included in Attachment E of this Agreement. Compensation will be paid for actual hours worked.

D.2 Subconsultants and Other Professional Associates. Services of subcontractors and other professionals shall be compensated for at actual cost if required.

D.3 Other Direct Costs.

D.3.1 Travel and subsistence shall be compensated for at actual cost. Local travel by personal or firm automobile shall be compensated for at \$0.51 per mile or current governmental rate.

D.3.2 Printing expenses shall be reimbursed as shown in Attachment E.

D.3.3 Any other direct costs shall be compensated for at actual cost.

D.4 Additional Services. Unless otherwise provided for in any accepted and authorized proposal for additional services, such services shall be compensated for on the same basis as provided for in D.2 and D3.

- D.5 Terminated Services. If this AGREEMENT is terminated, ENGINEER shall be paid for services performed to the effective date of termination as follows:
- D.5.1 For hourly services as presented in D.2.
- D.6 Conditions of Payment.
- D.6.1 Progress payments shall be made in proportion to services rendered and expenses incurred as indicated within this AGREEMENT and shall be due and owing within thirty days of ENGINEER's submittal of his progress payment invoices.
- D.6.2 If CITY fails to make payments due ENGINEER within sixty days of the submittal of any progress payment invoice, ENGINEER may, after giving fifteen days written notice to CITY, suspend services under this AGREEMENT.
- D.6.3 If the PROJECT is delayed, or if ENGINEER's services for the PROJECT are delayed or suspended for more than ninety days for reasons beyond ENGINEER's control, ENGINEER may, after giving fifteen days written notice to CITY, request renegotiation of compensation.

**AGREEMENT
FOR
ENGINEERING SERVICES
2012 CIP PROJECTS DESIGN**

**2012 Billing Rate Sheet
Attachment E**

Hourly Rates For: Meshek & Associates, PLC:

E.1 The billing rates will be as follows:

Project Principal II	\$ 165/hour
Project Principal	\$ 160/hour
Project Manager	\$ 150/hour
Senior Project Engineer	\$ 135/hour
Junior Project Engineer	\$ 105/hour
Engineer Intern	\$ 90/hour
Engineering Technician	\$ 80/hour
Engineering Designer	\$ 90/hour
CAD Technician	\$ 80/hour
Construction Manager	\$ 80/hour
Construction Inspector	\$ 60/hour
Planning and ROW Specialist	\$ 105/hour
Survey Crew Chief	\$ 90/hour
Survey Technician	\$ 45/hour
GIS Project Manager	\$ 125/hour
GIS Specialist III	\$ 115/hour
GIS Specialist II	\$ 90/hour
GIS Specialist I	\$ 85/hour
GIS Analyst	\$ 55/hour
Clerical	\$ 60/hour

E.2 Travel Expense:

Total mileage traveled for field and office visits x \$0.51/mile or current government rate.

E.3 Reproduction costs:

E.3.1 In-house reproduction:

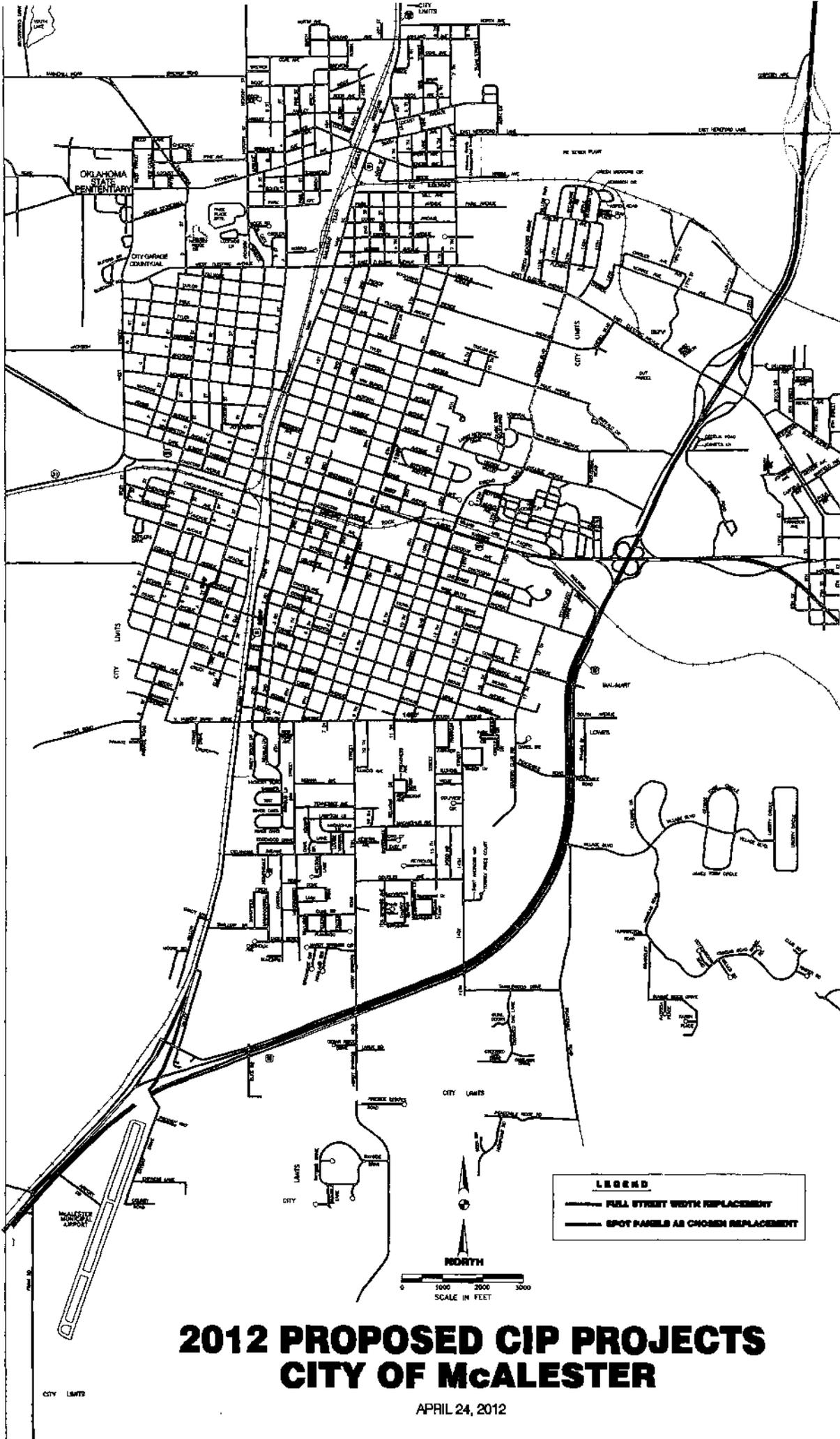
8-1/2" x 11" black/white	\$ 0.08/each
8-1/2" x 11" color	\$ 0.15/each
11" x 17" black/white	\$ 0.20/each
11" x 17" color	\$ 0.35/each
22" x 34" black/white	\$ 3.00/each
22" x 34" color	\$ 10.00/each
Black and White Plots	\$ 18.00/each
Color Plot	\$ 28.00/each

E.3.2 Outside reproduction - At Cost plus 15%

E.4 Miscellaneous expenses and sub-consultant fees: At Cost plus 5%

2012 Proposed CIP Projects Attachment F - Schedule

	Start	End
B.1.1. Develop project rehabilitation plans <ul style="list-style-type: none">a. Perform a field condition assessment and survey as neededb. Develop a patching detail and stree typical sectionc. Identify utility repocation and drainage system repair requirementsd. Develop a project cost estimatec. Deliver construction plans and specifications	June-12	July-12



2012 PROPOSED CIP PROJECTS CITY OF MCALESTER

APRIL 24, 2012



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>May 22, 2012</u>	Item Number:	<u>11</u>
Department:	<u>Public Works- Engineering</u>		
Prepared By:	<u>John C. Modzelewski, PE</u>	Account Code:	<u>41-5863401</u>
Date Prepared:	<u>May 15, 2012</u>	Budgeted Amount:	<u>\$195,000</u>
		Exhibits:	<u>2</u>

Subject

Consider, and act upon, authorizing the Mayor to sign a contract between the City of McAlester and Traffic Signals, Inc. to construct the Traffic Signal Improvements at the intersection of Wyandotte Avenue and Strong Boulevard for the bid price of \$130,076.94.

Recommendation

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

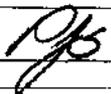
Discussion

The traffic signal improvements to be constructed at the intersection of Wyandotte Avenue and Strong Boulevard include: traffic signal controller assembly, video detection, backup battery, pedestrian crossing signals, emergency pre-emption, training, and restriping. Traffic Engineering Consultants, Inc. (TEC) has completed a review of the bids received for this project and has recommended awarding the project to Traffic Signals, Inc... The project will be fully completed within 150 consecutive days from the Notice to Proceed.

Attachments:

- 1) Traffic Engineering Consultants Letter
- 2) Bid Tabulations

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	JCM	05/15/12
City Manager	P. Stasiak 	05/15/12

TRAFFIC
ENGINEERING
CONSULTANTS

*Serving Your Transportation Needs
Since 1984*

May 15, 2012

Mr. John Modzelewski, P.E., CFM
City Engineer
City of McAlester
1st and Washington
P.O. Box 578
McAlester, OK 74502-0578

RE: S. Strong Blvd & E. Wyandotte Ave.

Dear Mr. Modzelewski:

Traffic Engineering Consultants, Inc. (TEC) has received and reviewed the bids for the above mentioned project. There were two bids submitted for this project. The bidders and the bids are summarized below and a more detailed comparison of the two bids is enclosed for your use.

Traffic Signals, Inc.	\$130,076.94
Traffic & Lighting Systems LLC	\$178,245.89

Traffic Signals, Inc. was the low bidder on this project and TEC would recommend that the project be awarded to them. Should you have any questions, or require additional information, please contact this office.

Sincerely,



Wayne Russell, P.E., PTOE

RWR/tm

enclosure

T-2119A

Traffic Engineering Consultants, Inc.

6000 S. Western, Suite 300 • Oklahoma City, OK 73139 • 405.720.7721 • 405.720.9848 Fax
6931 S. 66th E. Ave., Suite 100 • Tulsa, OK 74133 • 918.481.8484 • 918.481.3163 Fax
website: tecokc.com

Consultant Engineer: Traffic Engineering Consultants, inc.
 Project Engineer: John Modzelewski, P.E., CFM
 Engineer's Estimate: \$180,029.24
 Bid Opening: May 7, 2012

Bid Tabulation
 Traffic Signal Intersection Improvements
 Strong Boulevard & Wyandotte Avenue
 McAlester, OK

Item No.	Description	Est. Quant.	Unit	Traffic Signals, Inc.		Traffic & Lighting Systems LLC	
				Unit Cost	Total Amount	Unit Cost	Total Amount
610(A) 0602	4" CONCRETE SIDEWALK	87.7	SY	\$120.00	\$10,524.00	\$150.00	\$13,155.00
610(I) 4610	TACTILE WARNING DEVICE - NEW	24	SF	\$200.00	\$4,800.00	\$35.00	\$840.00
802(B) 8342	2" PVC SCH. 40 PLASTIC CONDUIT TRENCHED	290	LF	\$5.00	\$1,450.00	\$6.00	\$1,740.00
802(B) 8344	3" PVC SCH. 40 PLASTIC CONDUIT BORED	230	LF	\$18.00	\$4,140.00	\$35.00	\$8,050.00
802(B) 8346	3" PVC SCH. 40 PLASTIC CONDUIT TRENCHED	80	LF	\$6.00	\$480.00	\$10.00	\$800.00
803(A) 8065	PULL BOX (SIZE I)	4	EA	\$300.00	\$1,200.00	\$285.00	\$1,140.00
803(A) 8066	PULL BOX (SIZE II)	1	EA	\$300.00	\$300.00	\$400.00	\$400.00
804(A) 2915	STRUCTURAL CONCRETE	11	CY	\$475.00	\$5,225.00	\$850.00	\$9,350.00
804(B) 2916	REINFORCING STEEL	1,595.4	LB	\$1.35	\$2,153.79	\$1.60	\$2,552.64
805(A) 8724	(PL) REMOVAL OF EXISTING SIGNS	5	EA	\$50.00	\$250.00	\$75.00	\$375.00
806(A) 8351	32' MH POLE 25', TS & 10' LMA (G.STL.)	2	EA	\$5,367.00	\$10,734.00	\$4,800.00	\$9,600.00
806(A) 8350	32' MH POLE, 30' TS & 10' LMA (G.STL.)	2	EA	\$5,799.00	\$11,598.00	\$5,200.00	\$10,400.00
806(B) 8894	10' MTG. HT. TS PED. POLE (G.STL.)	1	EA	\$590.00	\$590.00	\$650.00	\$650.00
809(A) 8090	ROADWAY LUMINAIRE	4	EA	\$360.00	\$1,440.00	\$450.00	\$1,800.00

Item No.	Description	Est. Quant.	Unit	Traffic Signals, Inc.		Traffic & Lighting Systems LLC	
				Unit Cost	Total Amount	Unit Cost	Total Amount
810(A) 3118	SERVICE POLE	1	EA	\$7,500.00	\$7,500.00	\$2,675.00	\$2,675.00
811 8040	1/C NO. 6 ELECT. COND.	500	LF	\$1.00	\$500.00	\$1.60	\$800.00
811 8044	1/C NO. 10 ELECT. COND.	1,540	LF	\$0.75	\$1,155.00	\$0.90	\$1,386.00
825 8550	TRAFFIC SIGNAL CONTROLLER ASSEMBLY	1	EA	\$14,790.00	\$14,790.00	\$32,000.00	\$32,000.00
828 8132	(PL)DETECTION SYSTEM (VIDEO)	1	LS	\$19,670.00	\$19,670.00	\$44,000.00	\$44,000.00
830 8000	PEDESTRIAN PUSH BUTTON	8	EA	\$180.00	\$1,440.00	\$140.00	\$1,120.00
831 8231	1WAY3SEC. ADJ. SIG. HD. S-6	8	EA	\$490.00	\$3,920.00	\$550.00	\$4,400.00
831 8295	1WAY2SEC. ADJ. PED. SIG. HD. S-20	8	EA	\$440.00	\$3,520.00	\$500.00	\$4,000.00
833 3030	BACKPLATE	8	EA	\$65.00	\$520.00	\$85.00	\$680.00
834(A) 8207	5/C TRAFFIC SIGNAL ELECTRICAL CABLE	1,540	LF	\$1.40	\$2,156.00	\$1.30	\$2,002.00
834(A) 8213	21/C TRAFFIC SIGNAL ELECTRICAL CABLE	615	LF	\$3.60	\$2,214.00	\$4.30	\$2,644.50
834(B) 8220	2/C SHIELDED LOOP DETECTOR LEAD-IN CABLE	45	LF	\$0.75	\$33.75	\$1.40	\$63.00
840(A) 8592	E.P.S. OPTICAL EMITTER	5	EA	\$750.00	\$3,750.00	\$1,000.00	\$5,000.00
840(B) 8593	E.P.S. OPTICAL DETECTOR	4	EA	\$390.00	\$1,560.00	\$400.00	\$1,600.00
840(C) 8594	E.P.S. OPTICAL DETECTOR CABLE	745	LF	\$1.00	\$745.00	\$1.75	\$1,303.75
840(D) 8595	E.P.S. 2 CHANNEL PHASE SELECTOR	2	EA	\$1,100.00	\$2,200.00	\$1,250.00	\$2,500.00

Item No.	Description	Est. Quant.	Unit	Traffic Signals, Inc.		Traffic & Lighting Systems LLC	
				Unit Cost	Total Amount	Unit Cost	Total Amount
850(C) 8118	MAST ARM MOUNTED SIGNS (ALUM.)	48	SF	\$30.00	\$1,440.00	\$45.00	\$2,160.00
856(A) 8530	TRAFFIC STRIPE (MULTI-POLY.)(4" WIDE)	2,276	LF	\$0.90	\$2,048.40	\$1.00	\$2,276.00
856(A) 8555	TRAFFIC STRIPE (MULTI-POLY.)(24" WIDE)	460	LF	\$1.00	\$460.00	\$1.05	\$483.00
857(F) 8006	PAVEMENT MRKNG. REMOVAL (TRAF. STRP)	2,300	LF	\$0.90	\$2,070.00	\$1.00	\$2,300.00
880(J) 8905	CONSTRUCTION TRAFFIC CONTROL	1	LS	\$3,500.00	\$3,500.00	\$4,000.00	\$4,000.00
TOTAL (All Bid Items)				\$130,076.94		\$178,245.89	



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>May 22, 2012</u>	Item Number:	<u>12</u>
Department:	<u>Utilities</u>		
Prepared By:	<u>David Medley</u>	Account Code:	<u>41-5215402</u>
Date Prepared:	<u>May 13, 2012</u>	Budgeted Amount:	<u>\$889,433 (Water and Sewer)</u>
		Exhibits:	<u>4</u>

Subject

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

Recommendation

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

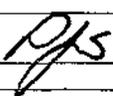
Discussion

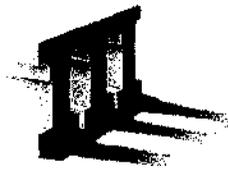
The Contractor for the Highway 69 Utility Relocation Sewer Project, Pittard Construction Company has completed all deficiencies associated with the project. Attached is the Contractor’s Certification and Guarantee that all work has been completed in accordance with the contract documents, written warranty letter for 1 year from effective date of completion, and certification that all bills have been paid and no liens exist. The City’s Engineer on the Project, Mehlburger Brawley, Inc. has recommended approval of the Final Pay Estimate. Funds are available in the Capital Outlay account for final payment contingent upon a budget transfer to the account of \$9,687.50.

Attachments:

- 1) Engineer’s recommendation for payment
- 2) Change Order No. 1 (Final)
- 3) Contractor’s Application for Payment No. 3 (Final)
- 4) Contractors Certification and Guarantee

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	DRM	5/14/12
City Manager	P. Stasiak 	5/14/12



MEHLBURGER BRAWLEY

THE MERGING OF NRS, INC.
THE MEHLBURGER FIRM - BRAWLEY ENGINEERING CORP.

May 10, 2012

David Medley, Utilities Director
City of McAlester / McAlester Public Works Authority
P. O. Box 578
McAlester, OK 74502

Re: Highway 69 ODOT Utility Relocation Sewer Project
City of McAlester / McAlester Public Works Authority
Change Order No. One (1)

Dear Mr. Medley:

Enclosed for your review and execution are six (6) copies of Change Order No. One (1), which results in an addition of \$9,687.50 to the contract amount. This change order reconciles the final quantities of the contract. Please see the Change Order for a full breakdown of the changes. Also included is additional time to account for the unforeseen delays during the project.

Please place this item on the agenda for approval at your next meeting and upon approval please sign all six (6) copies. Please return all six (6) copies to our office located at 719 S. George Nigh Expressway, McAlester, OK 74501 for further processing.

Should you have any questions, please do not hesitate to contact our office at (918) 420-5500.

Sincerely,

Mehlburger Brawley, Inc.

Robert Vaughan, P.E.
Project Manager

RV/mj
Enclosures

Project No. MC-10-01B

cc w/enclosure:

Larry Plymate, ODOT (McAlester)
Leon Burke, Resident Project Representative, Mehlburger Brawley, Inc.
Kenneth Little, Construction Manager, Mehlburger Brawley, Inc.
Roger C. Ford, President, Mehlburger Brawley, Inc.

Change Order

No. One (1)

Date of Issuance: May 22, 2012 Effective Date: May 22, 2012

Project: Highway 69 ODOT Utility Relocation Sewer Project	Owner: City of McAlester / McAlester Public Works Authority	Owner's Contract No.: N/A
Contract: Highway 69 ODOT Utility Relocation Sewer Project		Date of Contract: 11/14/2011
Contractor: Pittard Construction Company		Engineer's Project No.: MC-10-01B

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

Description:
Final Reconciliation of As-Built Quantities

Attachments: (List documents supporting change):
1. Itemized Spreadsheet of Line Items. Please note As-Built Drawings provided to Owner.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: <u>\$ 199,865.00</u>	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): <u>90 Days (February 22, 2012)</u>
Increase from previously approved Change Orders No. <u> </u> to No. <u> </u> :	Increase from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial completion (days):
Contract Price prior to this Change Order: <u>\$ 199,865.00</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>90 Days (February 22, 2012)</u>
Increase of this Change Order: <u>\$9,687.50</u>	Increase of this Change Order: Substantial completion (days): <u>44 Days</u>
Contract Price incorporating this Change Order: <u>\$ 209,552.50</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>134 Days (April 6, 2012)</u>

RECOMMENDED:
By: _____
Date: _____



ACCEPTED:
By: _____
Date: _____
Owner (Authorized Signature)

ACCEPTED:
By: _____
Date: 5/15/12
Contractor (Authorized Signature)

Item	Description	Qty	Unit	Unit Price	Total Price	Change Order No. 1	CO # 1 Price	Final Qty	Final Price
1	10-Inch PVC SDR 26 Sewer Main	872	LF	\$70.00	\$61,040.00	188	\$13,160.00	1,060	\$74,200.00
2	10-Inch Ductile Iron Pipe Sewer Main	290	LF	\$95.00	\$27,550.00	(183)	(\$17,385.00)	107	\$10,165.00
3	8-inch PVC SDR 26 Sewer Main	305	LF	\$65.00	\$19,825.00	7	\$455.00	312	\$20,280.00
4	8-Inch Ductile Iron Pipe Sewer Main	35	LF	\$85.00	\$2,975.00		\$0.00	35	\$2,975.00
5	4-Foot Diameter Standard Manhole	13	EA	\$2,500.00	\$32,500.00		\$0.00	13	\$32,500.00
6	Additional Manhole Depth	80	VF	\$125.00	\$10,000.00	(0.5)	(\$62.50)	80	\$9,937.50
7	Sewer Service Connection	8	EA	\$2,500.00	\$20,000.00	4	\$10,000.00	12	\$30,000.00
8	Asphalt Surface Repair	465	LF	\$30.00	\$13,950.00	11	\$330.00	476	\$14,280.00
9	Concrete Surface Repair	115	LF	\$35.00	\$4,025.00	134	\$4,690.00	249	\$8,715.00
10	Concrete Flume	1	LS	\$5,000.00	\$5,000.00		\$0.00	1	\$5,000.00
11	16-Inch Steel Casing	40	LF	\$75.00	\$3,000.00	(20)	(\$1,500.00)	20	\$1,500.00
12		0		\$0.00	\$0.00		\$0.00	0	\$0.00
13		0		\$0.00	\$0.00		\$0.00	0	\$0.00
14		0		\$0.00	\$0.00		\$0.00	0	\$0.00
15		0		\$0.00	\$0.00		\$0.00	0	\$0.00
16		0		\$0.00	\$0.00		\$0.00	0	\$0.00
17		0		\$0.00	\$0.00		\$0.00	0	\$0.00
18		0		\$0.00	\$0.00		\$0.00	0	\$0.00
19		0		\$0.00	\$0.00		\$0.00	0	\$0.00
Total Amount					\$199,865.00		\$9,687.50		\$209,552.50

2/22/2012

44

4/6/2012

Contractor's Application for Payment No.

Three (3)

Application Period: 4/1/12 - 5/9/12		Application Date: 5/9/2012
To (Owner): City of McAlester / McAlester Public Works Authority	From (Contractor): Pittard Construction Company	Via (Engineer): Mehlburger Brawley, Inc.
Project: Highway 69 ODOT Utility Relocation Sewer Project	Contract:	
Owner's Contract No.: Project No. MC-10-01B	Contractor's Project No.: N/A	Engineer's Project No.: Project No. MC-10-01B

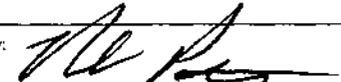
Application For Payment

Change Order Summary

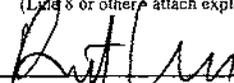
Approved Change Orders				
Number	Additions	Deductions		
1	\$9,687.50		1. ORIGINAL CONTRACT PRICE.....	\$ 199,865.00
			2. Net change by Change Orders.....	\$ 9,687.50
			3. Current Contract Price (Line 1 ± 2).....	\$ 209,552.50
			4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$ 209,552.50
			5. RETAINAGE:	
			a. X _____ Work Completed.....	\$ _____
			b. X _____ Stored Material.....	\$ _____
			c. Total Retainage (Line 5a + Line 5b).....	\$ _____
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$ 209,552.50
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 138,105.06
			8. AMOUNT DUE THIS APPLICATION.....	\$ 71,447.44
			9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$ _____
TOTALS	\$9,687.50			
NET CHANGE BY CHANGE ORDERS	\$9,687.50			

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:  Date: 5/10/12

Payment of: \$ 71,447.44
(Line 8 or other - attach explanation of the other amount)

is recommended by:  5-11-2012
(Engineer) (Date)

Payment of: \$ 71,447.44
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Approved by: NOT APPLICABLE N/A
Funding Agency (if applicable) (Date)

Progress Estimate

Contractor's Application

For (contract): Highway 69 ODOT Utility Relocation - Sewer Project						Application Number: Three (3)					
Application Period: 4/1/2012 - 5/9/2012						Application Date: 9-May-12					
A			B	C	D	E	F		G		
Item			Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F) B	Balance to Finish (B - F)
Bid Item No.	Description										
1	10-Inch PVC SDR 26 Sewer Main	1,060	\$70.00	\$74,200.00	1,060	\$74,200.00		\$74,200.00	100.0%		
2	10-Inch Ductile Iron Pipe Sewer Main	107	\$95.00	\$10,165.00	107	\$10,165.00		\$10,165.00	100.0%		
3	8-Inch PVC SDR 26 Sewer Main	312	\$65.00	\$20,280.00	312	\$20,280.00		\$20,280.00	100.0%		
4	8-Inch Ductile Iron Pipe Sewer Main	35	\$85.00	\$2,975.00	35	\$2,975.00		\$2,975.00	100.0%		
5	4-Foot Diameter Standard Manhole	13	\$2,500.00	\$32,500.00	13	\$32,500.00		\$32,500.00	100.0%		
6	Additional Manhole Depth	79.5	\$125.00	\$9,937.50	79.5	\$9,937.50		\$9,937.50	100.0%		
7	Sewer Service Connection	12	\$2,500.00	\$30,000.00	12	\$30,000.00		\$30,000.00	100.0%		
8	Asphalt Surface Repair	476	\$30.00	\$14,280.00	476	\$14,280.00		\$14,280.00	100.0%		
9	Concrete Surface Repair	249	\$35.00	\$8,715.00	249	\$8,715.00		\$8,715.00	100.0%		
10	Concrete Flume	1	\$5,000.00	\$5,000.00	1	\$5,000.00		\$5,000.00	100.0%		
11	16-Inch Steel Casing	20	\$75.00	\$1,500.00	20	\$1,500.00		\$1,500.00	100.0%		
Totals					\$209,552.50		\$209,552.50	\$209,552.50	100.0%		



MEHLBURGER BRAWLEY

THE MERGING OF NRS, INC.
THE MEHLBURGER FIRM - BRAWLEY ENGINEERING CORP.

May 10, 2012

David Medley, P.E., Utilities Director
City of McAlester / McAlester Public Works Authority
P. O. Box 578
McAlester, OK 74502

Re: Highway 69 ODOT Utility Relocation – **Sewer Project**
City of McAlester / McAlester Public Works Authority
Contractor's Pay Estimate No. Three (3) - Final

Dear Mr. Medley:

Enclosed for your review and execution are six (6) copies of the Contractor's Pay Estimate No. Three (3) – Final, which covers the final contract time period. During this time period, all work was completed on the project and a Final Inspection was performed on April 16, 2012 and there were no deficiencies found. The Final Inspection Report was issued April 17, 2012.

Also enclosed for your records please find the following close-out documents:

1. Release of Claimants
2. Contractor's Certification and Guarantee

As-Built Drawings will be provided to you under separate cover.

We recommend payment of this Pay Estimate No. Three (3) - Final in the amount of \$71,447.44. We also recommend final acceptance of the referenced project, and the warranty period of one year shall be in effect beginning on the effective date of completion April 16, 2012. Please record acceptance of the project in the minutes of your next regularly scheduled Meeting.

Please place this item on the agenda for approval at your next meeting and upon approval please sign all six copies. Send three copies of the Pay Estimate to our office, one copy to the Contractor with payment, one copy to ODOT and retain the final copy for your records.

Also enclosed for execution and submittal to ODOT for reimbursement of 3.12% of the payment are two (2) ODOT Form 324a forms. Please ask the Mayor to sign and have his signature notarized on each copy of the Form 324a form. Please submit the two executed copies of the Form 324a and one copy of the executed Pay Estimate No. Three (3) to the Oklahoma Department of Transportation at the following address:

Mr. Larry Plymate, P.E., Resident Engineer
Oklahoma Department of Transportation
P.O. Box 3269
McAlester, OK 74502

It has been a pleasure working with the City of McAlester on this project. If you have any questions concerning this Final Pay Estimate, please do not hesitate to contact our office at (918) 420-5500

Sincerely,

Mehlburger Brawley, Inc.



Robert Vaughan, P.E.
Project Manager

RV/mj
Enclosures

Project No. MC-10-01B

cc w/enclosure:

Leon Burke, Resident Project Representative, Mehlburger Brawley, Inc.
Kenneth Little, Construction Manager, Mehlburger Brawley, Inc.

RELEASE OF CLAIMANTS

Date: May 9, 2012

Project: Highway 69 ODOT Utility Relocation – Sewer Project

City of McAlester / McAlester Public Works Authority

Dear Sir:

I hereby acknowledge receipt of Two Hundred Nine Thousand Five Hundred Fifty Two Dollars & .52/100 ----- (\$209,552.50) in full payment of my contract dated November 14, 2011, for improvement work which I did for you and which is described in my contract.

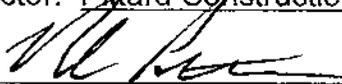
I certify that I have paid in full for all materials purchased and all labor employed in the performance of this contract and that there are no claims against me as an employer under this contract on account of injuries sustained by workmen employed by me thereunder. I hereby release you from any claims arising by virtue of this contract.

WARNING

The making of any false statement or representation herein may be a crime punishable under Title 18 U.S.C. §1001 which provides in part: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully makes false representation, or makes or uses any false writing or document knowing the same to contain any false, fictitious, or fraudulent statement or entry, shall be fined not more than \$10,000.00 or imprisoned not more than five years, or both."

Sincerely,

Contractor: Pittard Construction Company

By: 
(Signature)

Name: Rob Pittard
(Print or Type)

Title: President
(Print or Type)

CONTRACTOR'S CERTIFICATION AND GUARANTEE

Date: May 9, 2012

Project: Highway 69 ODOT Utility Relocation Sewer Project

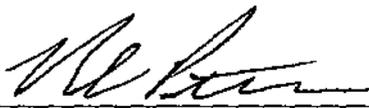
Owner: City of McAlester / McAlester Public Works Authority

Contractor: Pittard Construction Co.

Pittard Construction Co. hereby certifies that all work on the above referenced project has been completed in accordance with the contract documents for the project.

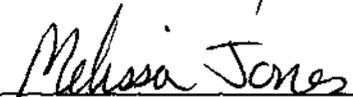
We also certify that all bills have been paid and upon receipt of \$71,447.44, representing final project payment, we do hereby waive our right to lien against the above project.

Furthermore we guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the effective date of completion, April 16, 2012.

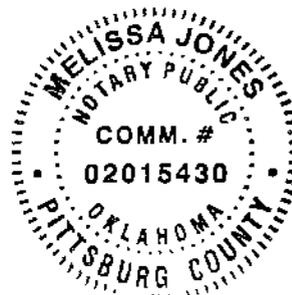
By: 

Date: 5/10/12

Subscribed and sworn to before me this 10 day of May, 2012.


Notary Public

My Commission Expires: 9/9/2014





McAlester City Council

AGENDA REPORT

Meeting Date:	<u>May 22, 2012</u>	Item Number:	<u>13</u>
Department:	<u>Utilities</u>		
Prepared By:	<u>David Medley</u>	Account Code:	<u>41-5215402</u>
Date Prepared:	<u>May 13, 2012</u>	Budgeted Amount:	<u>\$889,433 (Water and Sewer)</u>
		Exhibits:	<u>5</u>

Subject

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

Recommendation

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

Discussion

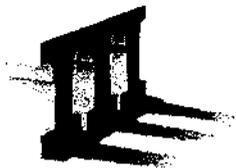
The Contractor for the Highway 69 Utility Relocation Sewer Project, Pittard Construction Company has completed all deficiencies associated with the project. Attached is the Contractor's Certification and Guarantee that all work has been completed in accordance with the contract documents, written warranty letter for 1 year from effective date of completion, and certification that all bills have been paid and no liens exist. The City's Engineer on the Project, Mehlburger Brawley, Inc. has recommended approval of the Final Pay Estimate. Funds are available in the Capital Outlay account for final payment contingent upon a budget transfer to the account of \$8,765.50. Total reimbursement of Pay Estimate No. 4B is in progress by the Oklahoma Department of Transportation.

Attachments:

- 1) Engineer's recommendation for payment
- 2) Contractor's Application for Payment No. 4A & 4B (Final)
- 3) Contractors Certification and Guarantee
- 4) Lab Results
- 5) Changer Order No. 2

Approved By

		Initial	Date
Department Head		DRM	5/14/12
City Manager	P Stasiak	<i>PJS</i>	5/14/12



MEHLBURGER BRAWLEY
THE MERGING OF NRS, INC.
THE MEHLBURGER FIRM - BRAWLEY ENGINEERING CORP.

May 10, 2012

David Medley, P.E., Utilities Director
City of McAlester / McAlester Public Works Authority
P. O. Box 578
McAlester, OK 74502

Re: Highway 69 ODOT Utility Relocation – **Water Project**
City of McAlester / McAlester Public Works Authority
Contractor's Pay Estimate No. Four (4) A (Water Project Original Project) **Final**
Contractor's Pay Estimate No. Four (4) B (Lower Water Line) **Final**

Dear Mr. Medley:

Enclosed for your review and execution please find six copies of the Contractor's Final Pay Requests No. Four (4) A and No. Four (4) B for the referenced project which covers the final contract time period. During this time period, all work was completed on the project and a Final Inspection was performed on April 16, 2012. At this time, the Contractor has addressed all the deficiencies listed in the Final Inspection Report dated April 17, 2012.

Also enclosed for your records please find the following close-out documents:

1. Release of Claimants
2. Contractor's Certification & Guarantee
3. Bac-T Results
4. Manual for the Pressure Reducing Valve

As-Built Drawings will be provided to you under separate cover.

We recommend payment of Pay Estimate No. Four (4) A in the amount of \$45,088.50 and Pay Estimate No. Four (B) in the amount of \$3,230.00. We also recommend final acceptance of the referenced project, and the warranty period of one year shall be in effect beginning on the effective date of completion April 16, 2012. Please record acceptance of the project in the minutes of your next regularly scheduled Meeting.

Please place these Pay Estimates on the agenda for approval at your next meeting and upon approval please sign all six copies of each Pay Estimate. Send three copies of each of the Pay Estimates to our office, one copy to the Contractor with payment, one copy to ODOT and retain the final copy for your records.

Also enclosed for execution and submittal to ODOT for reimbursement are two (2) ODOT Form 324a forms for each Pay Estimate. Pay Estimate No. 4A is for the work completed under the original contract and 3.12% of the cost will be reimbursed by ODOT. Pay Estimate No. 4B is for the lower water line work and 100% of the cost will be reimbursed by ODOT.

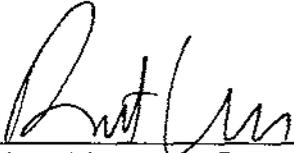
Please ask the Mayor to sign and have his signature notarized on each copy of the Form 324a form. Please submit all four executed copies of the Form 324a and one copy of each of the executed Pay Estimates to the Oklahoma Department of Transportation at the following address:

Mr. Larry Plymate, P.E., Resident Engineer
Oklahoma Department of Transportation
P.O. Box 3269
McAlester, OK 74502

It has been a pleasure working with the City of McAlester on this project. If you have any questions concerning this Final Pay Estimate, please do not hesitate to contact our office at (918) 420-5500

Sincerely,

Mehlburger Brawley, Inc.



Robert Vaughan, P.E.
Project Manager

RV/mj
Enclosures

Project No. MC-10-01A

cc w/enclosure:

Leon Burke, Resident Project Representative, Mehlburger Brawley, Inc.
Kenneth Little, Construction Manager, Mehlburger Brawley, Inc.

Contractor's Application for Payment No.

Four (4) - A

Application Period: 4/1/12 - 5/9/12		Application Date: 5/9/2012
To (Owner): City of McAlester / McAlester Public Works Authority	From (Contractor): Pittard Construction Company	Via (Engineer): Mehlburger Brawley, Inc.
Project: Highway 69 ODOT Utility Relocation Water Project	Contract:	
Owner's Contract No.: Project No. MC-10-01A	Contractor's Project No.: N/A	Engineer's Project No.: Project No. MC-10-01A

**Application For Payment
Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
1 (N/A)		
2	\$8,765.00	
TOTALS	\$8,765.00	
NET CHANGE BY CHANGE ORDERS		\$8,765.00

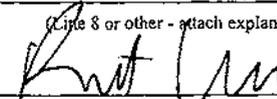
1. ORIGINAL CONTRACT PRICE.....	\$	\$498,850.00
2. Net change by Change Orders.....	\$	\$8,765.00
3. Current Contract Price (Line 1 ± 2).....	\$	\$507,615.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$	\$507,615.00
5. RETAINAGE:		
a. X _____ Work Completed.....	\$	
b. X _____ Stored Material.....	\$	
c. Total Retainage (Line 5a + Line 5b).....	\$	
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	\$507,615.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$462,526.50
8. AMOUNT DUE THIS APPLICATION.....	\$	\$45,088.50
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$	

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:  Date: 5/9/12

Payment of: \$ 45,088.50
(Line 8 or other - attach explanation of the other amount)

is recommended by:  5-11-2012
(Engineer) (Date)

Payment of: \$ 45,088.50
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Approved by: NOT APPLICABLE N/A
Funding Agency (if applicable) (Date)

Progress Estimate

Contractor's Application

For (contract): Highway 69 ODOT Utility Relocation - Water Project							Application Number: Four (4) - A			
Application Period: 4/1/2012 - 5/9/2012							Application Date: 9-May-12			
A				B	C	D	E	F		G
Bid Item No.	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F) / B	Balance to Finish (B - F)
1	16-Inch PVC AWWA C-900 DR 14 Water Line	1,265	\$75.00	\$94,875.00	1,265	\$94,875.00		\$94,875.00	100.0%	
2	12-Inch PVC AWWA C-900 DR14 Water Line	1,783	\$45.00	\$80,235.00	1,783	\$80,235.00		\$80,235.00	100.0%	
3	8-Inch PVC AWWA C-900 DR14 Water Line	363	\$40.00	\$14,520.00	363	\$14,520.00		\$14,520.00	100.0%	
4	16-Inch Gate Valve	1	\$7,000.00	\$7,000.00	1	\$7,000.00		\$7,000.00	100.0%	
5	12-Inch Gate Valve	5	\$2,500.00	\$12,500.00	5	\$12,500.00		\$12,500.00	100.0%	
6	8-Inch Gate Valve	3	\$1,250.00	\$3,750.00	3	\$3,750.00		\$3,750.00	100.0%	
7	16" X 16" Tapping Tee and Valve	1	\$12,500.00	\$12,500.00	1	\$12,500.00		\$12,500.00	100.0%	
8	16" to 16" Connection	7	\$5,000.00	\$35,000.00	7	\$35,000.00		\$35,000.00	100.0%	
9	16" X 14" Tapping Tee and Valve	1	\$12,000.00	\$12,000.00	1	\$12,000.00		\$12,000.00	100.0%	
10	16" X 12" Tapping Tee and Valve	1	\$10,000.00	\$10,000.00	1	\$10,000.00		\$10,000.00	100.0%	
11	12" X 12" Tapping Tee and Valve	1	\$6,500.00	\$6,500.00	1	\$6,500.00		\$6,500.00	100.0%	
12	8" to 8" connection	2	\$2,500.00	\$5,000.00	2	\$5,000.00		\$5,000.00	100.0%	
13	20" Bore, 20" Steel Casing and 14' HDPE Water	720	\$195.00	\$140,400.00	720	\$140,400.00		\$140,400.00	100.0%	
14	PRV Valve and Vault	1	\$20,000.00	\$20,000.00	1	\$20,000.00		\$20,000.00	100.0%	
15	Water Service Reconnection	4	\$1,500.00	\$6,000.00	4	\$6,000.00		\$6,000.00	100.0%	
16	Asphalt Surface Repair	183	\$25.00	\$4,575.00	183	\$4,575.00		\$4,575.00	100.0%	
17	Concrete Surface Repair	1092	\$30.00	\$32,760.00	1092	\$32,760.00		\$32,760.00	100.0%	
18	Landscaping Repairs and Sodding	1	\$10,000.00	\$10,000.00	1	\$10,000.00		\$10,000.00	100.0%	
Totals				\$507,615.00		\$507,615.00		\$507,615.00	100.0%	

Contractor's Application for Payment No.

Four (4) - B

Application Period: 04/01/2012 - 05/09/2012		Application Date: 5/9/2012
To (Owner): City of McAlester / McAlester Public Works Authority	From (Contractor): Pittard Construction Company	Via (Engineer): Mehlburger Brawley, Inc.
Project: Highway 69 ODOT Utility Relocation Water Project Lower Water Line	Contract:	
Owner's Contract No.: Project No. MC-10-01C	Contractor's Project No.: N/A	Engineer's Project No.: Project No. MC-10-01C

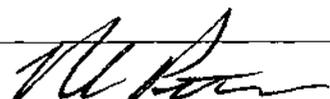
**Application For Payment
Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

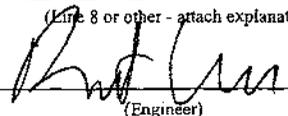
1. ORIGINAL CONTRACT PRICE.....	\$	\$64,600.00
2. Net change by Change Orders.....	\$	
3. Current Contract Price (Line 1 ± 2).....	\$	\$64,600.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$	\$64,600.00
5. RETAINAGE:		
a. X Work Completed.....	\$	
b. X Stored Material.....	\$	
c. Total Retainage (Line 5a + Line 5b).....	\$	
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	\$64,600.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$61,370.00
8. AMOUNT DUE THIS APPLICATION.....	\$	\$3,230.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$	

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:  Date: 5/9/12

Payment of: \$ 3,230.00
(Line 8 or other - attach explanation of the other amount)

is recommended by:  5-11-2012
(Engineer) (Date)

Payment of: \$ 3,230.00
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Approved by: NOT APPLICABLE N/A
Funding Agency (if applicable) (Date)

Progress Estimate

Contractor's Application

For (contract): Hwy 60 ODOT Utility Relocation Water Line - Lower Water Line							Application Number: Four (4) B			
Application Period: 04/01/12 - 05/09/12							Application Date: 5/9/2012			
A			B	C	D	E	F		G	
Item		Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F) B	Balance to Finish (B - F)
Bid Item No.	Description									
CO #1	16" pvc c-905, dr-18 (Change Order No. 1)	340	\$190.00	\$64,600.00	340	\$64,600.00		\$64,600.00	100.0%	
Totals				\$64,600.00		\$64,600.00		\$64,600.00	100.0%	

RELEASE OF CLAIMANTS

Date: May 9, 2012

Project: Highway 69 ODOT Utility Relocation – Water Project
City of McAlester / McAlester Public Works Authority

Dear Sir:

I hereby acknowledge receipt of Five Hundred Seventy Two Thousand Two Hundred Fifteen Dollars & 0/100 --- (\$572,215.00) in full payment of my contract dated November 14, 2011, for improvement work which I did for you and which is described in my contract.

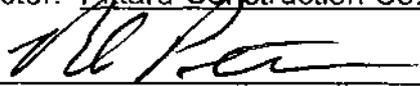
I certify that I have paid in full for all materials purchased and all labor employed in the performance of this contract and that there are no claims against me as an employer under this contract on account of injuries sustained by workmen employed by me thereunder. I hereby release you from any claims arising by virtue of this contract.

WARNING

The making of any false statement or representation herein may be a crime punishable under Title 18 U.S.C. §1001 which provides in part: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully makes false representation, or makes or uses any false writing or document knowing the same to contain any false, fictitious, or fraudulent statement or entry, shall be fined not more than \$10,000.00 or imprisoned not more than five years, or both."

Sincerely,

Contractor: Pittard Construction Co.

By: 
(Signature)

Name: Rob Pittard
(Print or Type)

Title: President
(Print or Type)

CONTRACTOR'S CERTIFICATION AND GUARANTEE

Date: May 9, 2012

Project: Highway 69 ODOT Utility Relocation Water Project

Owner: City of McAlester / McAlester Public Works Authority

Contractor: Pittard Construction Co.

Pittard Construction Co. hereby certifies that all work on the above referenced project has been completed in accordance with the contract documents for the project.

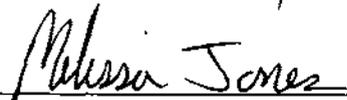
We also certify that all bills have been paid and upon receipt of \$48,318.50, representing final project payment, we do hereby waive our right to lien against the above project.

Furthermore we guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the effective date of completion, April 16, 2012.

By: 

Date: 5/10/12

Subscribed and sworn to before me this 10th day of May, 2012.


Notary Public

My Commission Expires: 9/9/14



City Of Durant Laboratory
Bacteriological Analysis
 Lab ID # OK01027
 State Lab Cert. # D9912
 Standard Methods for the Examination of Water and Wastewater, 20th Edition.

SAMPLE NUMBER: 352 RECEIVED: 3/20/12 @ 1259

MSIS ID:
PHONE:

FACILITY: Pittard

OWNER: City of McAlester

OPERATOR: City of McAlester

STATE: OK COUNTY: Pittsburg

COLLECTED (MM/DD/YYYY @HH:MM): 03/20/2012 @ 11:40 AM PM

COLLECTED AT: Line C LOCATION CODE: Lt
 (MUST BE THREE CHARACTERS)

COLLECTOR: Rob Pittard CHLORINE: 3T

SAMPLER
REMARK: Please Fax Results To 866-994-2339

RETAKE FOR SAMPLE NUMBER: _____

ANALYZED: 3/20/12 1320 REJECTION CODE: _____
DATE TIME

TOTAL COLIFORM TEST: SM 9223B (Colilert) P/MPA N

ANALYST REMARKS: _____

City Of Durant Laboratory
Bacteriological Analysis
 Lab ID # OK01027
 State Lab Cert. # D9912
 Standard Methods for the Examination of Water and Wastewater, 20th Edition.

SAMPLE NUMBER: 353 RECEIVED: _____

MSIS ID: _____
 PHONE: _____

FACILITY: Pittard
 OWNER: City of McAlester
 OPERATOR: City of McAlester
 STATE: OK COUNTY: Pittsburg

COLLECTED (MM/DD/YYYY @HH:MM): 03/19/2012 @ 11:35 AM

COLLECTED AT: Line C LOCATION CODE: Lt
(MUST BE THREE CHARACTERS)

COLLECTOR: Rob Pittard CHLORINE: 3+

SAMPLER
 REMARK: Please Fax Res-18 to 866-994-2339

RETAKE FOR SAMPLE NUMBER: _____

ANALYZED: 3/20/12 1320 REJECTION CODE: _____
DATE TIME

TOTAL COLIFORM TEST: SM 9223B (Colilert) PA/PA N

ANALYST REMARKS: _____

**City of Durant Lab
PO Box 578
Durant OK 74702
Lab ID #: OK01027
State Lab Cert. #: D9912**

Date: 1/27/12

Town/Citizen:
McAlester

Sampler's Initials: RP
Requested by: Rob Pittard
Sample Description: LT
Sample Collected: 1/26/12 @ 1205
Date Sample Received: 1/26/12 @ 1430
Lab Log #: 112
Method Reference: Standard Methods for the Examination of Water and Wastewater, 20th Edition Method 9223.

Total Coliform

XXX According to Method 9223B Colilert, Total Coliform bacteria are Absent from your sample. Water is safe to drink.

_____ According to Method 9223B Colilert, Total Coliform bacteria are Present in your sample. Water is NOT SAFE to drink. It is recommended your water be treated using chlorination (see enclosed fact sheet).

_____ According to Method 9223B Colilert, Fecal Coliform bacteria are Present in your sample. Water is NOT SAFE to drink. It is recommended your water be treated using chlorination.

_____ According to method 9222B, Total Coliform bacteria are Absent from your sample. There is <1 count/100 ml. Water is SAFE to drink.

_____ According to Method 9222B, Total Coliform bacteria are Present in your sample. There are _____ counts/100ml. Water is NOT SAFE to drink. It is recommended your water be treated using chlorination (see enclosed fact sheet).

_____ Retest is Necessary. Resample per ODEQ regulations.

Lab Comments: _____

Analysis performed by Cary Carl Date/Time of Analysis 1/26/12 @ 1450

1222 Davis Rd. Durant, OK 74701 (580) 924-3416 Fax: (580) 924-3956

City Of Durant Laboratory
Bacteriological Analysis
 Lab ID # OK01027
 State Lab Cert. # D9912
 Standard Methods for the Examination of Water and Wastewater, 20th Edition.

SAMPLE NUMBER: 112 RECEIVED: _____

MSIS ID: _____
 PHONE: _____

FACILITY: New Water Line

OWNER: City of McAlester

OPERATOR: _____

STATE: OK COUNTY: _____

COLLECTED (MM/DD/YYYY @HH:MM): 01/26/2012 @ 12:05 AM (PM)

COLLECTED AT: Line F LOCATION CODE: lt
 (MUST BE THREE CHARACTERS)

COLLECTOR: Pittard CHLORINE: _____

SAMPLER REMARK: Final Results To 866-994-2339

RETAKE FOR SAMPLE NUMBER: _____

ANALYZED: 1/26/12 1450 REJECTION CODE: _____
DATE TIME

TOTAL COLIFORM TEST: SM 9223B (Colifert) PA/PA N

ANALYST REMARKS: _____

**City of Durant Lab
PO Box 578
Durant OK 74702
Lab ID #: OK01027
State Lab Cert. #: D9912**

Date: 1/27/12

Town/Citizen:
McAlester

Sampler's Initials: RP
Requested by: Rob Pirtard
Sample Description: LT
Sample Collected: 1/26/12 @ 1215
Date Sample Received: 1/26/12 @ 1430
Lab Log #: 110

Method Reference: Standard Methods for the Examination of Water and Wastewater, 20th Edition Method 9223.

Total Coliform

XXX According to Method 9223B Colilert, Total Coliform bacteria are Absent from your sample. Water is safe to drink.

_____ According to Method 9223B Colilert, Total Coliform bacteria are Present in your sample. Water is NOT SAFE to drink. It is recommended your water be treated using chlorination (see enclosed fact sheet).

_____ According to Method 9223B Colilert, Fecal Coliform bacteria are Present in your sample. Water is NOT SAFE to drink. It is recommended your water be treated using chlorination.

_____ According to method 9222B, Total Coliform bacteria are Absent from your sample. There is <1 count/100 ml. Water is SAFE to drink.

_____ According to Method 9222B, Total Coliform bacteria are Present in your sample. There are _____ counts/100ml. Water is NOT SAFE to drink. It is recommended your water be treated using chlorination (see enclosed fact sheet).

_____ Retest is Necessary. Resample per ODEQ regulations.

Lab Comments: _____

Analysis performed by Cary Carl Date/Time of Analysis 1/26/12 @ 1450

1222 Davis Rd, Durant, OK 74701 (580) 924-3416 Fax: (580) 924-3956

City Of Durant Laboratory
Bacteriological Analysis
 Lab ID # OK01027
 State Lab Cert. # D9912
 Standard Methods for the Examination of Water and Wastewater, 20th Edition.

SAMPLE NUMBER: 110 RECEIVED: _____

MSIS ID: _____
 PHONE: _____

FACILITY: New Water Line

OWNER: City of McAlester

OPERATOR: _____

STATE: OK COUNTY: _____

COLLECTED (MM/DD/YYYY @HH:MM): 01/26/2012 @ 12:15 AM PM

COLLECTED AT: Line D LOCATION CODE: LT
 (MUST BE THREE CHARACTERS)

COLLECTOR: PITKIN CHLORINE: _____

SAMPLER
 REMARK: Fly Result To 866-994-2339

RETAKE FOR SAMPLE NUMBER: _____

ANALYZED: 1/26/12 1450 REJECTION CODE: _____
DATE TIME

TOTAL COLIFORM TEST: SM 9223B (Colilert) P/A/P N

ANALYST REMARKS: _____

**City of Durant Lab
PO Box 578
Durant OK 74702
Lab ID #: OK01027
State Lab Cert. #: D9912**

Date: 1/27/12

Town/Citizen:
McAlester

Sampler's Initials: RP
Requested by: Rob Pittard
Sample Description: LT
Sample Collected: 1/26/12 @ 1225
Date Sample Received: 1/26/12 @ 1430
Lab Log #: 111

Method Reference: Standard Methods for the Examination of Water and Wastewater, 20th Edition Method 9223.

Total Coliform

XXX According to Method 9223B Colilert, Total Coliform bacteria are Absent from your sample. Water is safe to drink.

_____ According to Method 9223B Colilert, Total Coliform bacteria are Present in your sample. Water is NOT SAFE to drink. It is recommended your water be treated using chlorination (see enclosed fact sheet).

_____ According to Method 9223B Colilert, Fecal Coliform bacteria are Present in your sample. Water is NOT SAFE to drink. It is recommended your water be treated using

City Of Durant Laboratory
Bacteriological Analysis
 Lab ID # OK01027
 State Lab Cert. # D9912
 Standard Methods for the Examination of Water and Wastewater, 20th Edition.

SAMPLE NUMBER: 111 RECEIVED: _____

MSIS ID: _____
 PHONE: _____

FACILITY: New Water LSW

OWNER: City of McAlester

OPERATOR: _____

STATE: OK COUNTY: _____

COLLECTED (MM/DD/YYYY @HH:MM): 01/26/2012 @ 12:25 AM (PM)

COLLECTED AT: Line E LOCATION CODE: LT
 (MUST BE THREE CHARACTERS)

COLLECTOR: Pittard CHLORINE: _____

SAMPLER
 REMARK: For Result To 266-994-2339

RETAKE FOR SAMPLE NUMBER: _____

ANALYZED: 1/26/12 1450 REJECTION CODE: _____
DATE TIME

TOTAL COLIFORM TEST: SM 9223B (Colilert) P/PA N

ANALYST REMARKS: _____

**City of Durant Lab
PO Box 578
Durant OK 74702
Lab ID #: OK01027
State Lab Cert. #: D9912**

Date: 1/27/12

Town/Citizen:
McAlester

Sampler's Initials: RP
Requested by: Rob Pittard
Sample Description: LT
Sample Collected: 1/25/12 @ 1315
Date Sample Received: 1/26/12 @ 1430
Lab Log #: 108

Method Reference: Standard Methods for the Examination of Water and Wastewater, 20th Edition Method 9223.

Total Coliform

XXX According to Method 9223B Colilert, Total Coliform bacteria are Absent from your sample. Water is safe to drink.

_____ According to Method 9223B Colilert, Total Coliform bacteria are Present in your sample. Water is NOT SAFE to drink. It is recommended your water be treated using chlorination (see enclosed fact sheet).

_____ According to Method 9223B Colilert, Fecal Coliform bacteria are Present in your sample. Water is NOT SAFE to drink. It is recommended your water be treated using chlorination.

_____ According to method 9222B, Total Coliform bacteria are Absent from your sample. There is <1 count/100 ml. Water is SAFE to drink.

_____ According to Method 9222B, Total Coliform bacteria are Present in your sample. There are _____ counts/100ml. Water is NOT SAFE to drink. It is recommended your water be treated using chlorination (see enclosed fact sheet).

_____ Retest is Necessary. Resample per ODEO regulations.

Lab Comments: _____

Analysis performed by Cary Carl Date/Time of Analysis 1/26/12 @ 1450

1222 Davis Rd. Durant, OK 74701 (580) 924-3416 Fax: (580) 924-3956

City Of Durant Laboratory
Bacteriological Analysis
 Lab ID # OK01027
 State Lab Cert. # D9912
 Standard Methods for the Examination of Water and Wastewater, 20th Edition.

SAMPLE NUMBER: 108 RECEIVED: _____

MSIS ID: _____
 PHONE: _____

FACILITY: New Water Line

OWNER: City of McAlester

OPERATOR: _____

STATE: OK COUNTY: _____

COLLECTED (MM/DD/YYYY @HH:MM): 01/25/2012 @ 1:15 AM (PM)

COLLECTED AT: Line D LOCATION CODE: LT
 (MUST BE THREE CHARACTERS)

COLLECTOR: Pittman CHLORINE: _____

SAMPLER
 REMARK: For Rem 145 To 866-994-2339

RETAKE FOR SAMPLE NUMBER: _____

ANALYZED: 1/26/12 1450 REJECTION CODE: _____
DATE TIME

TOTAL COLIFORM TEST: SM 9223B (Colilert) PA/PA N

ANALYST REMARKS: _____

**City of Durant Lab
PO Box 578
Durant OK 74702
Lab ID #: OK01027
State Lab Cert. #: D9912**

Date: 1/27/12

Town/Citizen:
McAlester

Sampler's Initials: RP
Requested by: Rob Pittard
Sample Description: LT
Sample Collected: 1/25/12 @ 1325
Date Sample Received: 1/26/12 @ 1430
Lab Log #: 109

Method Reference: Standard Methods for the Examination of Water and Wastewater, 20th Edition Method 9223.

Total Coliform

XXX According to Method 9223B Colifert, Total Coliform bacteria are Absent from your sample. Water is safe to drink.

_____ According to Method 9223B Colifert, Total Coliform bacteria are Present in your sample. Water is NOT SAFE to drink. It is recommended your water be treated using chlorination (see enclosed fact sheet).

_____ According to Method 9223B Colifert, Fecal Coliform bacteria are Present in your sample. Water is NOT SAFE to drink. It is recommended your water be treated using chlorination.

_____ According to method 9222B, Total Coliform bacteria are Absent from your sample. There is <1 count/100 ml. Water is SAFE to drink.

_____ According to Method 9222B, Total Coliform bacteria are Present in your sample. There are _____ counts/100ml. Water is NOT SAFE to drink. It is recommended your water be treated using chlorination (see enclosed fact sheet).

_____ Retest is Necessary. Resample per ODEQ regulations.

Lab Comments: _____

Analysis performed by Cary Carl Date/Time of Analysis 1/26/12 @ 1450

1222 Davis Rd. Durant, OK 74701 (580) 924-3416 Fax: (580) 924-3956

City Of Durant Laboratory
Bacteriological Analysis
 Lab ID # OK01027
 State Lab Cert. # D9912
 Standard Methods for the Examination of Water and Wastewater, 20th Edition.

SAMPLE NUMBER: 109 RECEIVED: _____

MSIS ID: _____
 PHONE: _____

FACILITY: New Water Line

OWNER: City of McAlester

OPERATOR: _____

STATE: OK COUNTY: _____

COLLECTED (MM/DD/YYYY @HH:MM): 02/25/2012 @ 1:25 AM (PM)

COLLECTED AT: Line E LOCATION CODE: LT
 (MUST BE THREE CHARACTERS)

COLLECTOR: Pittard CHLORINE: _____

SAMPLER
 REMARK: Fix Results TO 866-994-2339

RETAKE FOR SAMPLE NUMBER: _____

ANALYZED: 1/26/12 1950 REJECTION CODE: _____
DATE TIME

TOTAL COLIFORM TEST: SM 9223B (Colifert) PA/PA N

ANALYST REMARKS: _____

City of Durant Lab
PO Box 578
Durant OK 74702
Lab ID #: OK01027
State Lab Cert. #: D9912

Date: 1/27/12

Town/Citizen:
McAlester

Sampler's Initials: RP
Requested by: Rob Pittard
Sample Description: LT
Sample Collected: 1/25/12 @ 1310
Date Sample Received: 1/26/12 @ 1430
Lab Log #: 107

Method Reference: Standard Methods for the Examination of Water and Wastewater, 20th Edition Method 9223.

Total Coliform

XXX According to Method 9223B Colilert, Total Coliform bacteria are Absent from your sample. Water is safe to drink.

_____ According to Method 9223B Colilert, Total Coliform bacteria are Present in your sample. Water is NOT SAFE to drink. It is recommended your water be treated using chlorination (see enclosed fact sheet).

_____ According to Method 9223B Colilert, Fecal Coliform bacteria are Present in your sample. Water is NOT SAFE to drink. It is recommended your water be treated using chlorination.

_____ According to method 9222B, Total Coliform bacteria are Absent from your sample. There is <1 count/100 ml. Water is SAFE to drink.

_____ According to Method 9222B, Total Coliform bacteria are Present in your sample. There are _____ counts/100ml. Water is NOT SAFE to drink. It is recommended your water be treated using chlorination (see enclosed fact sheet).

_____ Retest is Necessary. Resample per ODEQ regulations.

Lab Comments: _____

Analysis performed by Cary Carl Date/Time of Analysis 1/26/12 @ 1450

1222 Davis Rd. Durant, OK 74701 (580) 924-3416 Fax: (580) 924-3956

City Of Durant Laboratory
Bacteriological Analysis
 Lab ID # OK01027
 State Lab Cert. # D9912
 Standard Methods for the Examination of Water and Wastewater, 20th Edition.

SAMPLE NUMBER: 107 RECEIVED: 1/26/12 @ 1430

MSIS ID:
PHONE:

FACILITY: New Water Line

OWNER: City of McAlester

OPERATOR:

STATE: OK

COUNTY:

COLLECTED (MM/DD/YYYY @JH:MM): 01/25/2012 @ 1:10 AM PM

COLLECTED AT: Line F

LOCATION CODE: LF
(MUST BE THREE CHARACTERS)

COLLECTOR: Pittard

CHLORINE: _____

SAMPLER

REMARK: For Results To 866-994-2339

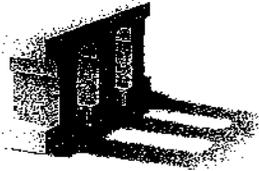
RETAKE FOR SAMPLE NUMBER: _____

ANALYZED: 1/26/12 1450
DATE TIME

REJECTION CODE: _____

TOTAL COLIFORM TEST: SM 9223B (Colilert) PA/PA N

ANALYST REMARKS: _____



MEHLBURGER BRAWLEY

THE MERGING OF NRS, INC.
THE MEHLBURGER FIRM - BRAWLEY ENGINEERING CORP.

May 10, 2012

David Medley, Utilities Director
City of McAlester / McAlester Public Works Authority
P. O. Box 578
McAlester, OK 74502

Re: Highway 69 ODOT Utility Relocation Water Project
City of McAlester / McAlester Public Works Authority
Change Order No. Two (2)

Dear Mr. Medley:

Enclosed for your review and execution are six (6) copies of Change Order No. Two (1), which results in an addition of \$8,765.00 to the contract amount. This change order reconciles the final quantities of the contract. Please see the Change Order for a full breakdown of the changes.

Please place this item on the agenda for approval at your next meeting and upon approval please sign all six (6) copies. Please retain one (1) copy of the Change Order for your records and return the other five (5) copies to our office located at 719 S. George Nigh Expressway, McAlester, OK 74501 for distribution.

Should you have any questions, please do not hesitate to contact our office at (918) 420-5500.

Sincerely,

Mehlburger Brawley, Inc.

Robert Vaughan, P.E.
Project Manager

RV/mj
Enclosures

Project No. MC-10-01A

cc w/enclosure:

Larry Plymate, ODOT (McAlester)
Leon Burke, Resident Project Representative, Mehlburger Brawley, Inc.
Kenneth Little, Construction Manager, Mehlburger Brawley, Inc.
Roger C. Ford, President, Mehlburger Brawley, Inc.

Change Order

No. Two (2)

Date of Issuance: May 22, 2012

Effective Date: May 22, 2012

Project: Highway 69 ODOT Utility Relocation - Water Project	Owner: City of McAlester / McAlester Public Works Authority	Owner's Contract No.: N/A
Contract: Highway 69 ODOT Utility Relocation - Water Project	Date of Contract: 11/14/2011	
Contractor: Pittard Construction Company	Engineer's Project No.: MC-10-01A	

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

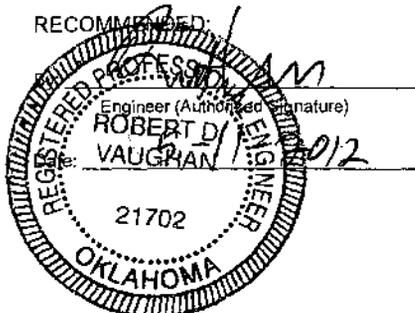
Description:

Final Reconciliation of As-Built Quantities

Attachments: (List documents supporting change):

1. Itemized Spreadsheet of Line Items. Please note As-Built Drawings provided to Owner.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: <u>\$ 498,850.00</u>	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): <u>120 Days (March 23, 2012)</u>
Increase from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : <u>\$ 64,600.00</u>	Increase from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : Substantial completion (days): <u>30 Days</u>
Contract Price prior to this Change Order: <u>\$ 563,450.00</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>150 Days (April 22, 2012)</u>
Increase of this Change Order: <u>\$8,765.00</u>	Increase of this Change Order: Substantial completion (days): <u>None</u>
Contract Price incorporating this Change Order: <u>\$ 572,215.00</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>150 Days (April 22, 2012)</u>



ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 5/10/12

Item	Description	Qty	Unit	Unit Price	Total Price	Change Order No. 1	CO # 1 Price	Change Order No. 2	CO # 2 Price	Final Qty	Final Price
1	16-Inch PVC AWWA C-900 DR 14 Water Line	1,205	LF	\$75.00	\$90,375.00		\$0.00	60	\$4,500.00	1,265	\$94,875.00
2	12-Inch PVC AWWA C-900 DR14 Water Line	1,670	LF	\$45.00	\$75,150.00		\$0.00	113	\$5,085.00	1,783	\$80,235.00
3	8-Inch PVC AWWA C-900 DR14 Water Line	380	LF	\$40.00	\$15,200.00		\$0.00	(17)	(\$680.00)	363	\$14,520.00
4	16-Inch Gate Valve	2	EA	\$7,000.00	\$14,000.00		\$0.00	(1)	(\$7,000.00)	1	\$7,000.00
5	12-Inch Gate Valve	5	EA	\$2,500.00	\$12,500.00		\$0.00		\$0.00	5	\$12,500.00
6	8-Inch Gate Valve	3	EA	\$1,250.00	\$3,750.00		\$0.00		\$0.00	3	\$3,750.00
7	16" X 16" Tapping Tee and Valve	1	EA	\$12,500.00	\$12,500.00		\$0.00		\$0.00	1	\$12,500.00
8	16" to 16" Connection	7	EA	\$5,000.00	\$35,000.00		\$0.00		\$0.00	7	\$35,000.00
9	16" X 14" Tapping Tee and Valve	1	EA	\$12,000.00	\$12,000.00		\$0.00		\$0.00	1	\$12,000.00
10	16" X 12" Tapping Tee and Valve	1	EA	\$10,000.00	\$10,000.00		\$0.00		\$0.00	1	\$10,000.00
11	12" X 12" Tapping Tee and Valve	1	EA	\$6,500.00	\$6,500.00		\$0.00		\$0.00	1	\$6,500.00
12	8" to 8" connection	2	EA	\$2,500.00	\$5,000.00		\$0.00		\$0.00	2	\$5,000.00
13	20" Bore, 20' Steel Casing and 14' HDPE Water Main	720	LF	\$195.00	\$140,400.00		\$0.00		\$0.00	720	\$140,400.00
14	PRV Valve and Vault	1	LS	\$20,000.00	\$20,000.00		\$0.00		\$0.00	1	\$20,000.00
15	Water Service Reconnection	4	EA	\$1,500.00	\$6,000.00		\$0.00		\$0.00	4	\$6,000.00
16	Asphalt Surface Repair	355	LF	\$25.00	\$8,875.00		\$0.00	(172)	(\$4,300.00)	183	\$4,575.00
17	Concrete Surface Repair	720	LF	\$30.00	\$21,600.00		\$0.00	372	\$11,160.00	1,092	\$32,760.00
18	Landscaping Repairs and Sodding	1	LS	\$10,000.00	\$10,000.00		\$0.00		\$0.00	1	\$10,000.00
New	Lower Water Line (ODOT Change)		LS	\$64,600.00	\$0.00	1	\$64,600.00		\$0.00	1	\$64,600.00
Total Amount					\$498,850.00		\$64,600.00		\$8,765.00		\$572,215.00

Council Chambers
Municipal Building
May 8, 2012

The McAlester Airport Authority met in a Regular session on Tuesday, May 8, 2012, at 6:00 P.M. after proper notice and agenda was posted May 4, 2012.

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

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

- Approval of the Minutes from the April 24, 2012 Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item C, regarding claims ending May 1, 2012. *(Toni Ervin, Chief Financial Officer)* in the amount of \$2,510.00.
- Confirm action taken on City Council Agenda Item 1, an Ordinance amending Ordinance No. 2392 which established the budget for fiscal year 2011-2012; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 2, Submittal of the Preliminary Annual Operating Budget for FY 2012/2013. *(Toni Ervin, Chief Financial Officer for Peter J. Stasiak, City Manager)*

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

AYE: Trustees Karr, Garvin, Smith, Read, & Vice-Chairman Mason
NAY: None

Vice-Chairman Mason declared the motion carried.

There being no further business to come before the Authority, Mr. Garvin 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, Smith, Read, & Vice-Chairman Mason
NAY: None

Vice-Chairman Mason declared the motion carried.

ATTEST:

Sam Mason, Vice-Chairman

Cora Middleton, Secretary

Council Chambers
Municipal Building
May 8, 2012

The McAlester Public Works Authority met in a Regular session on Tuesday, May 8, 2012, at 6:00 P.M. after proper notice and agenda was posted May 4, 2012.

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

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

- Approval of the Minutes from the April 24, 2012 Regular Meeting of the McAlester Public Works Authority *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item C, regarding claims ending May 1, 2012. *(Toni Ervin, Chief Financial Officer)* in the amount of \$188,713.70.
- Confirm action taken on City Council Agenda Item D, Ratify a One (1) year Lease Number 131 between City of McAlester and First National Bank for a 2009 M2-106 Freightliner tandem axle Truck VIN: 1FVHCYBS59DAN2552 and a 2009 M2-106 Freightliner tandem axle Truck VIN: 1FVHCYBS39DAN2551. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item E, Ratify a One (1) year Lease Number 134 between City of McAlester and First National Bank for a 2006 Caterpillar D7R11WDA S/N#AEC00983 and a 2000 Al-Jon Trash Compactor S/N#13652 with all accessions and accessories. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item I, an Ordinance amending Ordinance No. 2392 which established the budget for fiscal year 2011-2012; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 2, Submittal of the Preliminary Annual Operating Budget for FY 2012/2013. *(Toni Ervin, Chief Financial Officer for Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 4, an Agreement for Engineering Services with Meshek & Associates, PLC for the analysis of the upper 640 acres of the Tributary C drainage basin of Sandy Creek. *(John D. Modzelewski, P.E. City Engineer and Public Works Director)*

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

AYE: Trustees Smith, Read, Karr, Garvin & Vice-Chairman Mason
NAY: None

Vice-Chairman Mason 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. Garvin.

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

AYE: Trustees Smith, Read, Karr, Garvin & Vice-Chairman Mason
NAY: None

Vice-Chairman Mason declared the motion carried.

Sam Mason, Vice-Chairman

ATTEST:

Cora Middleton, Secretary

The McAlester Retirement Trust Authority met in Regular session on Thursday, April 24, 2012 at 6:00 P.M. after proper notice and agenda was posted April 20, 2012.

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

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

- Approval of the Minutes from the March 27, 2012, Regular Meeting of the McAlester Retirement Trust Authority. *(Cora Middleton, City Clerk)*
- Approval of Retirement Benefit Payments for the Period of April 2012. *(Toni Ervin, Interim Chief Financial Officer)* in the amount of \$60,376.68.
- Confirm action taken on City Council Agenda Item O, Ratify an indefinite remote deposit service agreement between the First National Bank and City of McAlester to provide certain electronic capture services, specifically remote deposit capture. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item Q, to ratify a two (2) year letter of engagement for actuarial services between the City of McAlester and Apex Global Partners. *(Peter J. Stasiak, City Manager)*

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

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

Chairman Harrison declared the motion carried.

There being no further business to come before the Authority, Mr. Read moved for the meeting to be adjourned, seconded by Mr. Smith. The vote was taken as follows:

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

Chairman Harrison declared the motion carried.

Steve Harrison, Chairman

ATTEST:

Cora Middleton, Secretary