



# McAlester City Council

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## NOTICE OF MEETING

### Regular Meeting Agenda

Tuesday, September 13, 2011 – 6:00 pm  
McAlester City Hall – Council Chambers  
28 E. Washington

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

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

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

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

### **CALL TO ORDER**

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*Announce the presence of a Quorum.*

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

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Glenn Myer, Trinity Lutheran Church

### **ROLL CALL**

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### **AWARD PRESENTATION**

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Employee of the Month for August 2011 is Danny Bennett of the Fire Department.

**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 August 23, 2011 Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for August 17, 2011 through September 6, 2011. *(Toni Ervin, Interim Chief Financial Officer)*
- C. Authorize the Mayor to sign a resolution of the City of McAlester which supports the protection and maintenance of existing rail lines, and the reopening of the rail line between Shawnee, Oklahoma and McAlester, Oklahoma. *(Peter J. Stasiak, CM)*
- D. To ratify 2011-2012 Memorandum of Understanding between the City of McAlester and Ki Bois Community Action Foundation, Inc. for the development of a recycling program for the City of McAlester. *(Peter J. Stasiak, CM and R. Carroll Huggins, CEO Ki Bois Community Action, Inc.)*
- E. Authorize the Mayor to sign a Lease Agreement between McAlester Regional Airport Authority and City of McAlester hereinafter referred to as "Lessor" and EASTOK hereinafter referred to as "Lessee" for a term of one year beginning July 1, 2011 and ending on June 30, 2012. *(Mel Priddy, Director of Community Services.)*
- F. To ratify a Business Customer Service Agreement with U.S. Cellular Corporation for cellular telephone service and equipment, that will expire on June 30, 2012. The Terms of this Agreement shall renew thereafter for a single one year unless either party notifies the other party in writing of its intent not to renew this Agreement, or such notice is provided at least five days prior to the expiration of the Initial Term. *(Cora Middleton, City Clerk)*
- G. Authorize the Mayor to sign an agreement for Administration of the Sales and Use Tax Ordinances of the City Town of McAlester. *(Toni Ervin, Interim Chief Financial Officer)*
- H. Concur with Oklahoma Municipal Assurance Group recommendation to deny Claim No. 30807 and 30808-ME. *(Cora Middleton, City Clerk)*
- I. Concur with Mayor's Re-Appointment of Sabre Tate to the Tree Board for a term to expire September 2013. *(Kevin E. Priddle, Mayor)*
- J. Concur with Mayor's Re-Appointment of Marsha Green to the Tree Board for a term to expire September 2013. *(Kevin E. Priddle, Mayor)*

- K. Concur with Mayor's Re-Appointment of Theo Webb to the Tree Board for a term to expire September 2013. (*Kevin E. Priddle, Mayor*)

## **ITEMS REMOVED FROM CONSENT AGENDA**

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### **PUBLIC HEARING**

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

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

**AN ORDINANCE TO RESCIND ORDINANCE NO. 2391 THAT AMENDED CHAPTER 82; OFFENSES AND MISCELLANEOUS PROVISIONS, CREATED SECTION 82-3, RESTRICTION ON SALES OF PSEUDOEPHEDRINE, OF ARTICLE I, IN GENERAL AND DECLARING AN EMERGENCY.**

### **SCHEDULED BUSINESS**

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1. Discussion and possible action to hire LANDPLAN Consultants Inc. to prepare a Trails Master Plan for the City of McAlester. (*Peter J. Stasiak, CM and Councilman Steve Harrison*)

#### Executive Summary

Discussion and possible action to approve hiring LANDPLAN Consultants Inc. to prepare a Trails Master Plan for the City of McAlester in the amount of \$46,000 (\$36,500 Citywide Trail Master Plan and \$9,500 Conceptual Trail Design) and authorizing the Mayor to sign the appropriate documents.

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, Interim Chief Financial Officer*)

#### Executive Summary

Motion to approve the budget amendment ordinance.

3. Discussion and possible action, on a recommendation by Councilman Sam Mason to rescind Ordinance 2391 (restriction on sales of pseudoephedrine) based on the Oklahoma Attorney General's Opinion. (*Councilman Sam Mason*)

#### Executive Summary

A recommendation to rescind Ordinance 2391.

4. Consider, and act upon, a 2011-2012 Oklahoma Highway Safety Grant Agreement between the City of McAlester Police Department, and the Oklahoma Highway Safety Office. *(Jim Lyles, Police Chief)*

Executive Summary

Motion to Approve, and authorize the mayor to sign a 2011-2012 Oklahoma Highway Safety Grant Agreement in the amount of \$30,000.00.

## **NEW BUSINESS**

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

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

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- Report on activities for the past two weeks.

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

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## **RECESS COUNCIL MEETING**

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## **CONVENE AS McALESTER AIRPORT AUTHORITY**

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*Majority of a Quorum required for approval*

- Approval of the Minutes from the August 23, 2011 Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending September 6, 2011. *(Toni Ervin, Interim Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item E, Authorize the Mayor to sign a Lease Agreement between McAlester Regional Airport Authority and City of McAlester hereinafter referred to as "Lessor" and EASTOK hereinafter referred to as "Lessee" for a term of one year beginning July 1, 2011 and ending on June 30, 2012. *(Mel Priddy, Director of Community Services.)*
- Confirm action taken on City Council Agenda Item F, to ratify a Business Customer Service Agreement with U.S. Cellular Corporation for cellular telephone service and equipment, which will expire on June 30, 2012. The Terms of this Agreement shall renew thereafter for a single one year unless either party notifies the other party in writing of its intent not to renew this Agreement, or such notice is provided at least five days prior to the expiration of the Initial Term. *(Cora Middleton, City Clerk)*

- Confirm action taken on City Council Agenda Item 2, 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, Interim Chief Financial Officer)*

#### ADJOURN MAA

#### **CONVENE AS McALESTER PUBLIC WORKS AUTHORITY**

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*Majority of a Quorum required for approval*

- Approval of the Minutes from the August 23, 2011 Regular Meeting of the McAlester Public Works Authority *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending September 6, 2011. *(Toni Ervin, Interim Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item D, to ratify 2011-2012 Memorandum of Understanding between the City of McAlester and Ki Bois Community Action Foundation, Inc. for the development of a recycling program for the City of McAlester. *(Peter J. Stasiak, CM and R. Carroll Huggins, CEO Ki Bois Community Action, Inc.)*
- Confirm action taken on City Council Agenda Item F, to ratify a Business Customer Service Agreement with U.S. Cellular Corporation for cellular telephone service and equipment, which will expire on June 30, 2012. The Terms of this Agreement shall renew thereafter for a single one year unless either party notifies the other party in writing of its intent not to renew this Agreement, or such notice is provided at least five days prior to the expiration of the Initial Term. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item 1, to hire LANDPLAN Consultants Inc. to prepare a Trails Master Plan for the City of McAlester. *(Peter J. Stasiak, CM and Councilman Steve Harrison)*
- Confirm action taken on City Council Agenda Item 2, 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, Interim Chief Financial Officer)*

#### ADJOURN MPWA

#### **RECONVENE COUNCIL MEETING**

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#### **ADJOURNMENT**

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**CERTIFICATION**

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*I certify that this Notice of Meeting was posted on this \_\_\_\_\_ day of \_\_\_\_\_ 2011 at \_\_\_\_ a.m./ p.m. as required by law in accordance with Section 303 of the Oklahoma Statutes and that the appropriate news media was contacted. As a courtesy, this agenda is also posted on the City of McAlester website: [www.cityofmcalester.com](http://www.cityofmcalester.com).*

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**Cora M. Middleton, City Clerk**

Council Chambers  
Municipal Building  
August 23, 2011

The McAlester City Council met in Regular session on Tuesday, August 23, 2011, at 6:00 P.M. after proper notice and agenda was posted, August 22, 2011, at 8:13 A. M.

**Call to Order**

Mayor Priddle called the meeting to order.

Pastor Charles Neff, United Methodist Church gave the invocation and led the Pledge of Allegiance.

**Roll Call**

Council Roll Call was as follows:

Present: Weldon Smith, Steve Harrison, John Browne, Robert Karr, Buddy Garvin, Sam Mason & Kevin Priddle  
Absent: None  
Presiding: Kevin E. Priddle, Mayor

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

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

None

**Consent Agenda**

- A. Approval of the Minutes from the July 26, 2011 Regular Meeting of the McAlester City Council. (*Cora Middleton, City Clerk*)
- B. Approval of the Minutes from the August 3, 2011 Special Meeting of the McAlester City Council. (*Cora Middleton, City Clerk*)
- C. Approval of Claims for August 3, 2011 through August 16, 2011. (*Toni Ervin, Interim Chief Financial Officer*) In the following amounts: General Fund - \$175,664.89; Parking Authority - \$144.55; Nutrition - \$1,841.84; Tourism Fund - \$6,720.68; SE Expo Center - \$29,501.54; E-911 - \$5, 646.30; Economic Development - \$10,400.00; Fleet Maintenance - \$25,925.13; Worker's Compensation - \$53,920.00 and CIP Fund - \$319,366.50.

- D. Accept and place on file the ADA Committee Projects Report for 2011. (*Mike Ward, Executive Director*)
- E. Consider and act upon, to authorize Mayor to sign a Ratification of Lease dated June 5, 2009, between First National Bank & Trust Co., McAlester, Oklahoma and City of McAlester for described equipment: (*Cora Middleton, City Clerk*)
- 1) *One new 2008 Ford E450 Type III Ambulance with Wheeled Coach Conversion – VIN: 1FDXE45P18DA74637*
- F. Consider and act upon, to authorize Mayor to sign a Ratification of Lease dated July 28, 2010, between First National Bank & Trust Co., McAlester, Oklahoma and City of McAlester for described equipment: (*Cora Middleton, City Clerk*)
- 1) *2011 Freightliner m2106 33000#GVW Truck chassis IN: 1FVACYBS1BDAY3398 with any and all equipment, accessories and attachments to said vehicle.*
  - 2) *One new DuraPatcher Truck Mounted Style Spray Injection Road Repair Machine.*
  - 3) *One new DuraPatcher 6,000 gal. Gravity Feed Vertical Emulsion Storage Tank.*
- G. Designate Saturday, October 22, 2011, as “Make a Difference Day” for the City of McAlester. (*Cora Middleton, City Clerk*)
- H. Concur with Mayor’s Re-Appointment of Bill Derichsweiler to the Pittsburg County Regional Expo Board for a term to expire June 2015. (*Kevin E. Priddle, Mayor*)

Councilman Mason requested that item “H” be removed for individual consideration.

Councilman Harrison moved to approve Consent Agenda items “A through G”. The motion was seconded by Vice-Mayor Browne. There was no discussion and the vote was taken as follows:

AYE: Councilman Smith, Harrison, Browne, Karr, Garvin, Mason & Mayor Priddle  
 NAY: None

Mayor Priddle declared the motion carried.

**Items Removed from Consent Agenda**

- H. Concur with Mayor’s Re-Appointment of Bill Derichsweiler to the Pittsburg County Regional Expo Board for a term to expire June 2015. (*Kevin E. Priddle, Mayor*)

A motion was made by Councilman Garvin and seconded by Vice-Mayor Browne to concur with the Mayor's Re-Appointment of Bill Derichsweiler to the Pittsburg County Regional Expo Board for a term to expire June 2015. There was no discussion, and the vote was taken as follows:

AYE: Councilman Browne, Karr, Garvin, Smith & Mayor Priddle

NAY: Councilman Harrison & Mason

Mayor Priddle declared the motion carried.

Councilman Harrison moved to open a Public Hearing to address two (2) ordinances and one (1) resolution. The motion was seconded by Councilman Karr. There was no discussion, and the vote was taken as follows:

AYE: Councilman Browne, Karr, Garvin, Mason, Smith, Harrison & Mayor Priddle

NAY: None

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

### **Public Hearing**

- **AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2361 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2010-2011; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.**
- **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 RESOLUTION ADOPTING THE CITY OF MCALESTER AND MCALESTER PUBLIC SCHOOLS MULTI-JURISDICTIONAL MULTI-HAZARD MITIGATION PLAN.**

There were no comments from either the public or the Council and Vice-Mayor Browne moved to close the Public Hearing. The motion was seconded by Councilman Harrison.

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

AYE: Councilman Karr, Garvin, Mason, Smith, Harrison, Browne & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried and the Public Hearing was closed at 6:07 P.M.

**Scheduled Business**

1. Consider, and act upon, an Ordinance amending Ordinance No. 2361, which established the budget for fiscal year 2010-2011; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, Interim City Financial Officer)*

Executive Summary

A motion to approve the budget amendment ordinance.

**ORDINANCE NO. 2396**

**AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2361 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2010-2011; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.**

A motion was made by Councilman Karr and seconded by Vice-Mayor Browne to approve **ORDINANCE NO. 2396**, amending the Budget for Fiscal Year 2010-2011.

Before the vote, Ms. Ervin reviewed the exhibits for the amendment with the Council. There was no discussion, and the vote was taken as follows:

AYE: Councilman Garvin, Mason, Smith, Harrison, Browne, Karr & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

Councilman Harrison moved to approve the EMERGENCY CLAUSE, seconded by Vice-Mayor Browne. There was no discussion, and the vote was taken as follows:

AYE: Councilman Mason, Smith, Harrison, Browne, Karr, Garvin & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

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, Interim City Financial Officer)*

Executive Summary

A motion to approve the budget amendment ordinance.

**ORDINANCE NO. 2397**

**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 Karr and seconded by Vice-Mayor Browne to approve **ORDINANCE NO. 2397**, amending the Budget for Fiscal Year 2011-2012.

Before the vote, Ms. Ervin reviewed the exhibits for amendment with the Council. There was no discussion and the vote was taken as follows:

AYE: Councilman Smith, Harrison, Browne, Karr, Garvin, Mason & Mayor Priddle  
NAY: None

Mayor Priddle declared the motion carried.

Councilman Harrison moved to approve the EMERGENCY CLAUSE, seconded by Vice-Mayor Browne. There was no discussion, and the vote was taken as follows:

AYE: Councilman Karr, Garvin, Mason, Smith, Harrison, Browne & Mayor Priddle  
NAY: None

Mayor Priddle declared the motion carried.

3. Discussion and possible action, on Agreement between the City of McAlester and McAlester Public Schools for Partial Funding of \$15,000 in support of the 2012 Junior Sunbelt Baseball Classic. (*Peter J. Stasiak, City Manager*)

Executive Summary

The Junior Sunbelt Baseball Classic is an annual event sponsored by the McAlester Public Schools and the City of McAlester.

Vice-Mayor Browne moved to approve an agreement between the City of McAlester and McAlester Public Schools for partial funding of \$15,000.00 in support of the 2012 Junior Sunbelt Baseball Classic. The motion was seconded by Councilman Harrison.

Before the vote, Manager Stasiak commented that he had spoken with Nancy Hughes and had requested additional information from her regarding the Junior Sunbelt Classic. He then requested that the item be tabled until the next meeting.

Councilman Harrison moved to table the item until the next Council meeting. The motion was seconded by Councilman Mason. There was no discussion, and the vote was taken as follows:

AYE: Councilman Smith, Harrison, Browne, Karr, Garvin, Mason & Mayor Priddle  
NAY: None

Mayor Priddle declared the motion carried.

4. Consider and act upon, an Inter-Agency Agreement between the City of McAlester and the City of Krebs for Police Dispatch services for fiscal year 2011-2012. (*Jim Lyles, Chief of Police*)

Executive Summary

Motion to approve the Inter-Agency Agreement to provide dispatch services to the City of Krebs for fiscal year 2011-2012.

Councilman Karr moved to approve an Inter-Agency Agreement between the City of McAlester and the City of Krebs for Police Dispatch services for fiscal year 2011-2012. The motion was seconded by Councilman Harrison

Before the vote, Police Chief Lyles stated that this was to renew the contract that the City of McAlester and Krebs currently had.

There was discussion among the Council regarding the contract, and applying the CPI to increase the revenue as was currently done with other contract. Councilman Harrison moved to amend the contract increasing the current amount to \$17,782.00.

The Council continued the discussion concerning the contract, the level of service that the City was furnishing Krebs, adding a new paragraph to the contract, leaving current contract the same but increasing future contracts, and the working relationship that the two cities had.

Mayor Priddle asked if there was a second to Councilman Harrison's motion to amend the contract increasing the current amount to \$17,782.00. Councilman Mason seconded the motion. Mayor Priddle then moved to amend the contract by inserting a paragraph to adjust the contract by the CPI every year. That motion was seconded by Councilman Smith. Mayor Priddle stated that the motion before the Council was to amend the contract by inserting a paragraph to adjust the contract yearly by the CPI.

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

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

NAY: Vice-Mayor Browne

Mayor Priddle declared the motion carried.

Mayor Priddle then called for a vote for the amendment to the contract to increase the current amount to \$17,782.00.

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

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

NAY: Vice-Mayor Browne & Mayor Priddle

Mayor Priddle declared the motion carried.

5. Consider and act upon, selling approximately five (5) acres of land at the Steven Taylor Industrial Park at a sale price of \$12,000 per acre. *(Peter J. Stasiak, City Manager)*

Executive Summary

Motion to approve and act upon the sale of approximately five (5) acres of land located on site C-4 at the Steven Taylor Industrial Park and authorizing the Mayor to sign the attached document.

Vice-Mayor Browne moved to approve selling approximately five (5) acres of land at the Steven Taylor Industrial Park at a sale price of \$12,000.00 per acre. The motion was seconded by Councilman Harrison.

Before the vote, Manager Stasiak explained that the City had been approached by Fischer & Company as a representative of another company expressing interest in purchasing approximately five (5) acres of land at the Steven Taylor Industrial Park. He stated that site was the front five (5) acres of C-4. He added that this was an expansion and relocation project and since it was over \$50,000.00 it would require an affirmative vote of five (5).

There was discussion among the Council concerning the sale of the property, the language in the letter of intent, how long that particular site had been vacant, and how the sale of this property could effect the future development of the rest of the site.

John Titsworth addressed the Council expressing support for the sale of the property. Shari Cooper addressed the Council expressing her opposition to the sale of the property.

There was further discussion among the Council concerning the Industrial Parks accessibility, the condition of the various sites in the Park, working with volunteers from the community to help improve the readiness of the different sites in the Park, developing a master plan for the Industrial Park, having something like a first right of refusal in the contracts for land that might be sold at the Park and having a Workshop to address the condition of the property at the Industrial Park.

Mr. Ervin explained that the item before the Council was a letter of intent. He commented that this would be the framework for an agreement if the Council decided to negotiate or even sale the property. There was no further discussion, and the vote was taken as follows:

AYE: Vice-Mayor Browne

NAY: Councilman Garvin, Mason, Smith, Harrison, Karr & Mayor Priddle

Mayor Priddle declared the motion failed.

6. Consider, and act upon, authorizing the Mayor to sign a resolution adopting the City of McAlester and McAlester Public Schools Multi-Jurisdictional Multi-Hazard Mitigation Plan. *(John C. Modzelewski, PE, City Engineer and Director of Public Works)*

Executive Summary

Motion to approve a resolution adopting the City of McAlester and McAlester Public Schools Multi-Jurisdictional Multi-Hazard Mitigation Plan.

Councilman Karr moved for approval of RESOLUTION NO. 11-12, adopting the City of McAlester and McAlester Public Schools Multi-Jurisdictional Multi-Hazard Mitigation Plan. The motion was seconded by Councilman Garvin.

Before the vote, Mr. Modzelewski explained that the City of McAlester had been awarded a \$29,000.00 Grant to prepare the Multi-Jurisdictional Multi-Hazard Mitigation Plan.

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

AYE: Councilman Mason, Smith, Harrison, Browne, Karr, Garvin & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

7. Consider, and act upon, the appropriation of funds for the construction of Elks Road Improvements and Extension. (*John C. Modzelewski, PE, City Engineer and Director of Public Works*)

Executive Summary

Motion to approve and appropriate \$602,000 for the construction of Elks Road Improvements and Extension

Councilman Harrison moved to approve the appropriation of funds for the construction of the Elks Road Improvements and Extension. The motion was seconded by Vice-Mayor Browne.

Before the vote, Mr. Modzelewski explained that this would allow for the advertising and bidding for the project. He stated that the City had received all of the necessary easements.

There was a brief discussion among the Council regarding the time frame for the project and possible increase in time for the required maintenance bonds from the contractors.

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

AYE: Councilman Smith, Harrison, Browne, Karr, Garvin, Mason & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

8. Consider, and act upon, award of bid for 2009 Water and Sewer Improvements and authorizing the Mayor to enter into a construction contract, after review and approval by the City Attorney's Office, with W. Brown Enterprises, Inc., in an amount of \$200,167.50. This project is partially funded by a Community Development Block Grant from the Oklahoma Department of Commerce of \$90,630.00.

Executive Summary

Motion to award of bid for 2009 Water and Sewer Improvements and authorizing the Mayor to enter into a construction contract, after review and approval by the City Attorney's Office, with W. Brown Enterprises, Inc., in an amount of \$200,167.50.

Councilman Karr moved to award the bid for the 2009 Water and Sewer Improvements and authorize the Mayor to enter into a construction contract, after review and approval by the City Attorney's Office, with W. Brown Enterprises, Inc., in an amount of \$200,167.50. The motion was seconded by Vice-Mayor Browne.

Before the vote, Mr. Medley explained that on August 11, 2011 the Utilities Department had opened bids for the 2009 Water and Sewer Improvements project. He stated that this project would replace approximately 1900 feet of sewer main and 700 feet of water main in "A" Street and Apache area. He added that the project would be partially funded by a Community Development Block Grant.

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

AYE: Councilman Karr, Garvin, Mason, Smith, Harrison, Browne & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

9. Consider, and act upon, award of bid to Frontier Equipment Sales, L.L.C., for the purchase of one (1) New and Unused Combination Jet/Vacuum Sewer Cleaner.

Executive Summary

Motion to approve a \$312,500.00 bid award to Frontier Equipment Sales, L.L.C. of El Reno, Oklahoma for the purchase of one (1) New and Unused Combination Jet/Vacuum Sewer Cleaner and authorizing the City Manager to issue a purchase order to purchase the equipment

A motion was made by Councilman Harrison and seconded by Councilman Karr to award a bid to Frontier Equipment Sales, L.L.C., for the purchase of one (1) New and Unused Combination Jet/Vacuum Sewer Cleaner.

Before the vote, Mr. Medley explained that the City's current cleaner was twenty (20) years old and parts to repair the machine could no longer be found.

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

AYE: Councilman Smith, Harrison, Browne, Karr, Garvin, Mason & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

10. Consider and act upon, adopting a Resolution supporting application for Federal Assistance with the FAA. (*Mel Priddy, Director of Community Services*)

Executive Summary

Motion to approve a Resolution supporting application for Federal Assistance with the FAA.

Vice-Mayor Browne moved to approve RESOLUTION NO. 11-13, supporting the application for Federal Assistance with the FAA. The motion was seconded by Councilman Harrison.

Before the vote, Mr. Priddy explained that this was for the second phase of the Airport Grant Project and the Resolution was part of the process for the City to officially receive the funding.

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

AYE: Councilman Harrison, Browne, Karr, Garvin, Mason, Smith & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

11. Consider and act upon, authorizing the Mayor to sign an application and any other grant related documents for Federal Assistance with the FAA. (*Mel Priddy, Director of Community Services*)

Executive Summary

Motion to approve authorizing the Mayor to sign an application and all other grant related documents for Federal Assistance with FAA.

Vice-Mayor Browne moved to authorize the Mayor to sign an application and any other grant related documents for Federal Assistance with the FAA. The motion was seconded by Councilman Harrison.

Before the vote, Mr. Priddy explained that the 2011 Grant for Federal Assistance from the FAA for the airport construction project would not exceed \$2,000,000.00 and the City's portion would not exceed \$50,000.00. He stated that he did not anticipate any other grant related documents.

Councilman Garvin commented that he had attended the pre-bid conference at the Airport and had met briefly with the Chief of the Choctaw Nation. He added that Chief Pyle had commented on the impressive activity that had been going on at the Airport.

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

AYE: Councilman Browne, Karr, Garvin, Mason, Smith, Harrison & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

### **New Business**

Manager Stasiak stated that he had two (2) items for the Council to consider for new business. He distributed the information for the first item and explained that it was a claim denial from the City's insurance. After discussion and comments from the City Attorney the Council decided that the claim denial could wait until the next Regular Meeting.

Manager Stasiak then distributed information for the second item for the Council to consider.

Mr. Priddy addressed the Council explaining that this item had just recently been brought to his attention by the Airport Consultant. He stated that this was for a reimbursable agreement with the FAA in the amount of \$77,212.00 for repair and replacement of lighting at the Airport.

Mayor Priddle moved to authorize the Mayor to sign FAA Reimbursable Agreement and to direct the City Manager to prepare a budget amendment for the next Council meeting. The motion was seconded by Vice-Mayor Browne.

Before the vote, there was a brief discussion among the Council and the City Attorney about the reimbursement and if the Council could approve this agreement prior to a budget amendment.

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

AYE: Councilman Karr, Garvin, Mason, Smith, Harrison, Browne & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

Councilman Garvin distributed maps of the Industrial Park and asked if this could be discussed under new business. After discussion, the Council decided that discussion of the Industrial Park would be considered at a Special Meeting.

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

Manager Stasiak reported that the water storage tank at "B" Street and Seminole was full and he anticipated putting it on line tomorrow evening

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

Councilman Harrison, Karr and Garvin did not have any comments for the evening.

Councilman Smith commented on the readable street signs around the City and he congratulated the Parks Department for their job saving the trees and plants around the City.

Vice-Mayor Browne commented on the letter that had been included in the most recent water bill.

Mr. Medley stated that had resulted from a turbidity control problem.

Vice-Browne commented on the "B" Street and Seminole water tank's appearance. He reported that Chris Fiedler was doing much better. He thanked the City employees for the job they had been doing and he mentioned that "The 70's Reunion" was this weekend.

Councilman Mason asked about the schedule for advertisement for bids for the signalization at Strong and Wyandotte.

Mayor Priddle thanked the City employees for the job they had been doing. He commented on the amount of water line breaks that had occurred in the City.

Recess Council Meeting

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

AYE: Councilman Karr, Garvin, Mason, Smith, Harrison, Browne & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried and the meeting was recessed at 8:14 P.M.

Reconvene Council Meeting

The Regular Meeting was reconvened at 8:19 P.M.

Adjournment

There being no further business to come before the Council, Councilman Harrison moved for the meeting to be adjourned, seconded by Vice-Mayor Browne.

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

AYE: Councilman Garvin, Mason, Smith, Harrison, Browne, Karr & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried, and the meeting was adjourned at 8:19 P.M.

ATTEST:

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

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

**CLAIMS FROM  
AUGUST 17, 2011  
THRU  
SEPTEMBER 6, 2011**

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR						
	CRESTLINE	I-H151197400024	01	-5653213	SAFETY SUPPLI SPORT BOTTLES FOR	056495	309.60
01-A00024	A&F VACCUM						
		I-607383	01	-5548203	REPAIRS & MAI BAGS FOR VACCUM	056496	59.40
01-A00026	AT & T LONG DISTANCE						
		I-201108172841	01	-5215315	TELEPHONE UTI LONG DISTANCE SVS	056415	247.02
01-A00170	ADA PAPER CO.						
		I-330904	01	-5548203	REPAIRS & MAI JANITORIAL SUPPLIES	056498	310.44
		I-331263	01	-5548203	REPAIRS & MAI JANITORIAL SUPPLIES	056498	317.58
01-A00200	ADAMS TRUE VALUE						
		I-209238	01	-5547203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	056499	149.00
01-A00229	ADVANTAGE TRUCK ACCESSO						
		I-37778	01	-5431203	REPAIRS & MAI PARTS TO REPAIR B-1	056500	150.68
01-A00259	AFLAC FLEX ONE						
		I-877852ER	01	-5653348	DRUG TESTING/ FSA & FLEX MONTHLY FEES	056502	50.00
01-A00267	AIRGAS						
		I-106386093	01	-5543202	OPERATING SUP CO2 FOR POOLS	056503	46.66
		I-106389317	01	-5432202	OPERATING SUP OXYGEN FOR EMS	056503	121.35
01-A00355	ALL PAWN & SURPLUS						
		I-11-00418	01	-5321324	SWAT TATICAL SCOPES & MISC	056506	1,574.00
01-A00362	ALLEGIANCE COMMUNICATIO						
		I-201108172842	01	-5431328	INTERNET SERV INTERNET SVS-N FIRE STATION	056416	62.95
		I-201108172842	01	-5542328	INTERNET SERV INTERNET SVS-STIPE CTR	056416	72.95
		I-201108242856	01	-5431328	INTERNET SERV INTERNET SVS-FIRE STATION #2	056468	62.95
		I-201108312877	01	-5431328	INTERNET SERV INTERNET SVS-EMER RESP CTR	056488	62.95
		I-201108312877	01	-5865328	INTERNET SERV INTERNET SVS-STREETS	056488	82.95
01-A00500	AMERICAN MUNICIPAL SERV						
		I-201108222848	01	-2105	COLLECTION AG COURT COLLECTION FEES-7/2011	056508	5,232.00
01-A00751	ATWOODS						
		I-644/9	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	056509	158.90
		I-672/9	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	056509	122.94
		I-674/9	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	056509	10.95
		I-675/9	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	056509	34.95
		I-680/9	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	056509	7.16
		I-681/9	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	056509	65.59
		I-682/9	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	056509	67.86
		I-687/9	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	056509	49.99
		I-689/9	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	056509	29.92

PACKET: 07076 CLAIMS FOR 9/13/2011

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00751	ATWOODS			continued		
		I-692/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	056509	90.96
		I-693/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	056509	112.47
01-A00770	AUTO PARTS CO					
		I-889642	01 -5432203	REPAIR & MAIN MISC PARTS FOR REPAIRS	056510	79.95
01-B00180	BEMAC SUPPLY					
		I-S1611743.001	01 -5653213	SAFETY SUPPLI FANS FOR POLICE DEPT	056516	185.55
01-B00243	BIG V FEED					
		I-35406	01 -5322202	OPERATING SUP OPEN PO FOR DOG FOOD	056517	72.80
01-B00497	BRANDON BECK					
		I-201108222854	01 -5544308	CONTRACT LABO UMPIRE FEES-2 GAMES	056521	50.00
		I-201109022891	01 -5544308	CONTRACT LABO UMPIRE FEES-5 GAMES	056521	125.00
01-B00570	BUCK WILSON BODY SHOP I					
		I-11-00586	01 -5215323	DAMAGES REPAIRS TO UNIT #25	056522	87.00
01-C00202	CARTRIDGE WORLD					
		I-105004	01 -5542203	REPAIRS & MAI INK CARTRIDGES FOR COPIER	056524	109.00
		I-105033	01 -5542203	REPAIRS & MAI INK CARTRIDGES FOR COPIER	056524	174.98
01-C00251	CAVENDER'S					
		I-28501	01 -5431207	CLOTHING ALLO CLOTHING ALLOW-GRIPPANDO	056525	107.89
01-C00275	CECIL E. WADE					
		I-11-00694	01 -5542308	CONTRACTED SE CONTRACT MOWING	056526	555.00
01-C00320	CENTERPOINT ENERGY ARKL					
		I-201108312878	01 -5215314	GAS UTILITY GAS UTILITY-EMER RESP CENTER	056490	23.91
		I-201108312878	01 -5215314	GAS UTILITY GAS UTILITY-1600 COLLEGE AVE	056490	23.01
01-C00430	CHIEF FIRE & SAFETY CO.					
		I-166283	01 -5431202	OPERATING SUP NAME PATCHES	056527	192.00
		I-168194	01 -5431203	REPAIRS & MAI REPAIRS TO E-2	056527	1,300.89
01-C00498	CLARION INN					
		I-191790757	01 -5322202	OPERATING SUP TRAVEL EXP-A/C SCHOOL	056529	328.00
		I-191790899	01 -5322202	OPERATING SUP TRAVEL EXP-A/C SCHOOL	056529	328.00
01-C00624	COMFORT INN & SUITES					
		I-OK406-247530	01 -5321331	EMPLOYEE TRAV TRAVEL EXP-RIFLE INST SCH	056530	328.00
01-C00840	CRAWFORD & ASSOCIATES					
		I-5989	01 -5215302	CONSULTANTS AUDIT PREP FOR 2010-11 YR	056532	803.99
01-D00540	DOLESE BROTHERS					

PACKET: 07076 CLAIMS FOR 9/13/2011

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-D00540	DOLESE BROTHERS				continued		
		I-201109012882	01	-5865218	STREET REPAIR CONCRETE -RM11035128	056538	903.00
		I-201109012882	01	-5865218	STREET REPAIR CONCRETE -RM11035504	056538	430.00
01-E00266	ERVIN & ERVIN ATTORNEYS						
		I-9511	01	-5210302	CONSULTANTS/L LEGAL FEES AS NEEDED	056650	615.00
		I-9511	01	-5214302	CONSULTANTS LEGAL FEES AS NEEDED	056650	1,545.00
		I-SEPT INV	01	-5214302	CONSULTANTS CITY ATTORNEY - LEGAL FEE	056542	3,125.00
01-F00170	FIRST NATIONAL BANK						
		I-09062011-#133	01	-5321510	LEASE PAYMENT LEASE #133	056544	5,185.00
01-F00280	FOX VALLEY SYSTEMS, INC						
		I-10036941	01	-5865218	STREET REPAIR WHITE MARKING PAINT	056545	228.73
01-G00010	G & C RENTAL CENTER, IN						
		I-8992	01	-5547203	REPAIRS & MAI OPEN PO FOR EQUIP RENTAL	056547	273.00
		I-9203	01	-5547203	REPAIRS & MAI OPEN PO FOR EQUIP RENTAL	056547	268.00
01-G00055	G.FARNEY & ASSOCIATES,						
		I-23486	01	-5543206	CHEMICALS CHEMICALS FOR POOLS	056548	8,480.00
01-G00130	GALL'S, AN ARAMARK CO.,						
		I-511507058	01	-5431207	CLOTHING ALLO OPEN PO FOR CLOTHING	056549	99.16
		I-511515419	01	-5431207	CLOTHING ALLO OPEN PO FOR CLOTHING	056549	223.96
		I-511525562	01	-5431207	CLOTHING ALLO OPEN PO FOR CLOTHING	056549	101.05
		I-511531633	01	-5431207	CLOTHING ALLO OPEN PO FOR CLOTHING	056549	121.74
		I-511534294	01	-5431207	CLOTHING ALLO OPEN PO FOR CLOTHING	056549	82.98
		I-511539306	01	-5431207	CLOTHING ALLO OPEN PO FOR CLOTHING	056549	232.98
		I-511539683	01	-5431207	CLOTHING ALLO OPEN PO FOR CLOTHING	056549	28.47
		I-511551939	01	-5431207	CLOTHING ALLO OPEN PO FOR CLOTHING	056549	25.88
		I-511558177	01	-5431207	CLOTHING ALLO OPEN PO FOR CLOTHING	056549	132.66
		I-511561344	01	-5431207	CLOTHING ALLO OPEN PO FOR CLOTHING	056549	242.84
01-G00200	GEMPLER'S						
		I-1017727975	01	-5542203	REPAIRS & MAI PARK SUPPLIES	056550	124.85
01-H00067	HAMPTON INN & SUITES						
		I-84568291	01	-5542331	EMPLOYEE TRAV TRAVEL EXP-OKVMA SCHOOL	056554	380.01
01-I00061	IKON OFFICE SOLUTIONS,						
		I-5019929525	01	-5321308	CONTRACTED SE METR READ; BASE CHARGE	056559	91.46
01-I00110	IMPRESS OFFICE SUPPLY						
		I-032874	01	-5321202	OPERATING SUP OPEN PO FOR MISC SUPPLIES	056560	19.50
		I-032880	01	-5321202	OPERATING SUP OPEN PO FOR MISC SUPPLIES	056560	19.98
01-I00120	TYLER TECHNOLOGIES						
		I-201108222849	01	-5213336	FEES MONTHLY SUPPORT FEES-COURT	056561	200.00

PACKET: 07076 CLAIMS FOR 9/13/2011

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-100120	TYLER TECHNOLOGIES	continued				
		I-201108222849	01 -5225349	SOFTWARE MAIN MONTHLY SUPPORT FEES-NET WK	056561	200.00
01-300326	JIM MIZE					
		I-201108222851	01 -5544308	CONTRACT LABO UMPIRE FEES-2 GAMES	056564	50.00
		I-201109022893	01 -5544308	CONTRACT LABO UMPIRE FEES-4 GAMES	056564	100.00
01-K90101	KEITH A. BARNES					
		I-201108222853	01 -5544308	CONTRACT LABO UMPIRE FEES-3 GAMES	056565	75.00
		I-201109022894	01 -5544308	CONTRACT LABO UMPIRE FEES-9 GAMES	056565	225.00
01-L00355	LIVE VIEW GPS INC.					
		I-59023	01 -5320308	CONTRACTED SE MONTHLY GPS SVS FEES	056567	399.50
01-L00428	LOWE'S CREDIT SERVICES					
		C-11313	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	056568	19.92-
		I-01524	01 -5865203	REPAIR & MAIN PAINT & SUPPLIES FOR T/C	056568	221.49
		I-03474	01 -5865203	REPAIR & MAIN PAINT & SUPPLIES FOR T/C	056568	115.58
		I-09357	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	056568	27.98
		I-09798	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	056568	160.36
		I-11110	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	056568	62.89
		I-11214	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	056569	45.57
		I-909507	01 -5865204	SMALL TOOLS OPEN PO FOR SM TOOLS &	056569	39.70
01-M00570	MOORE MEDICAL CORP.					
		C-90343397 CR	01 -5432202	OPERATING SUP MEDICAL SUPPLIES AS NEEDED	056573	15.75-
		I-90429707-A	01 -5432202	OPERATING SUP MEDICAL SUPPLIES AS NEEDED	056573	4.05
		I-95271306	01 -5432202	OPERATING SUP MEDICAL SUPPLIES AS NEEDED	056573	7.54
		I-96886386	01 -5432202	OPERATING SUP MEDICAL SUPPLIES AS NEEDED	056573	765.96
01-M00589	MOSS CONSTRUCTION					
		I-324 W FILMORE	01 -5652318	ABATEMENTS CONTRACT MOWING FOR	056574	150.00
01-M00715	MUSKOGEE COMMUNICATIONS					
		I-1136461	01 -5321316	REPAIRS & MAI REPAIR FOR POLICE RADIOS	056575	78.26
		I-1136471	01 -5321316	REPAIRS & MAI REPAIR FOR POLICE RADIOS	056575	75.00
		I-1136481	01 -5321316	REPAIRS & MAI REPAIR FOR POLICE RADIOS	056575	75.00
01-MC0140	MCALESTER PAINT & SUPPL					
		I-067621	01 -5543202	OPERATING SUP POOL SUPPLIES AS NEEDED	056577	400.00
		I-067621A	01 -5543202	OPERATING SUP POOL SUPPLIES	056577	88.32
		I-068520	01 -5543203	REPAIRS & MAI SKIMMER BSKT-STIPE POOL	056577	39.68
01-MC0226	MC DONALDS RESTURANT					
		I-04-01	01 -5321202	OPERATING SUP PRISONER MEALS AS NEEDED	056579	5.84
		I-08-01	01 -5321202	OPERATING SUP PRISONER MEALS AS NEEDED	056579	2.50
		I-64-01	01 -5321202	OPERATING SUP PRISONER MEALS AS NEEDED	056579	17.96
		I-72-01	01 -5321202	OPERATING SUP PRISONER MEALS AS NEEDED	056579	2.63
		I-73-01	01 -5321202	OPERATING SUP PRISONER MEALS AS NEEDED	056579	2.63

PACKET: 07076 CLAIMS FOR 9/13/2011

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-MC0226	MC DONALDS RESTURANT		continued			
		I-84-01	01 -5321202	OPERATING SUP PRISONER MEALS AS NEEDED	056579	1.00
		I-89-01	01 -5321202	OPERATING SUP PRISONER MEALS AS NEEDED	056579	6.46
		I-95-01	01 -5321202	OPERATING SUP PRISONER MEALS AS NEEDED	056579	8.98
01-MC0252	MCALESTER NEW HOLLAND					
		I-1546	01 -5431203	REPAIRS & MAI PARTS FOR E-4	056580	34.80
01-MC0250	MCALESTER NEWS CAPITAL					
		I-05602988	01 -5212317	ADVERTISING & OPEN PO FOR COUNCIL	056581	30.15
		I-05602989	01 -5212317	ADVERTISING & OPEN PO FOR COUNCIL	056581	26.95
01-000058	OEMTA					
		I-11-00390	01 -5432330	DUES & SUBSCR MEMBERSHIP DUES FOR	056584	40.00
01-000075	O'REILLY AUTO PARTS					
		C-359340 CR	01 -5431203	REPAIRS & MAI OPEN PO FOR PARTS AS NEED	056585	31.25-
		I-0230-357753	01 -5432203	REPAIR & MAIN MISC AUTO PARTS AS NEEDED	056586	57.90
		I-358688	01 -5431203	REPAIRS & MAI OPEN PO FOR PARTS AS NEED	056587	31.25
		I-359911	01 -5431203	REPAIRS & MAI OPEN PO FOR PARTS AS NEED	056587	29.89
01-000415	OKLA STATE UNIVERSITY					
		I-2117	01 -5542331	EMPLOYEE TRAV CONF FEE FOR LIC. RENEWAL	056592	600.00
01-000427	OKLA UNIFORM BUILDING C					
		I-AUG 2011	01 -5652336	FEES MONTHLY BLDG PERMIT FEES	056593	72.00
01-000504	OKLA ANIMAL CONTROL ASS					
		I-ACAD-11-054	01 -5322202	OPERATING SUP A/C ACADEMY FEES	056594	375.00
01-000520	OIL-OK INDEPENDENT LIVI					
		I-09162011-2010/2011	01 -5101355	OIL-OK FOR IN CONTRACT WITH OIL	056595	1,840.00
01-000521	OKLA PRESS SERVICE					
		I-PUB03330	01 -5320202	OPERATING EXP OPEN MEETINGS RECORD BKS	056596	15.00
		I-PUB03330	01 -5321202	OPERATING SUP OPEN MEETINGS RECORD BK	056596	15.00
01-000530	OML-OK MUNICIPAL LEAGUE					
		I-042094	01 -5653317	ADVERTISING & JOB ADVERTISEMENT FEE	056597	10.00
		I-P STASIAK	01 -5210331	EMPLOYEE TRAV REGISTRATION FEES	056597	85.00
		I-TULSA CONF FEE	01 -5210331	EMPLOYEE TRAV OML CONF FEES -TULSA	056597	85.00
01-000560	OKLA MUNICIPAL COURT CL					
		I-11-00537	01 -5213330	DUES & SUBSCR OMCCA MEMBERSHIP DUES	056598	110.00
01-000610	OTA PIKEPASS CENTER					
		I-20110700701	01 -5431202	OPERATING SUP PIKE PASS EXPENSE	056599	50.00
01-P00210	PEPSI COLA					

PACKET: 07076 CLAIMS FOR 9/13/2011

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00210	PEPSI COLA		continued			
		I-175335	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	056601	260.00
01-P00242	PETER STASIAK					
		I-201109012883	01 -5210331	EMPLOYEE TRAV TRAVEL EXP-IAFF IN TULSA	056602	121.13
		I-201109022890	01 -5210331	EMPLOYEE TRAV TRAVEL EXP-OKC SEMINAR & LEG.	056602	191.21
		I-201109062896	01 -5210331	EMPLOYEE TRAV TRAVEL EXP-EC DEV MGT IN OKC	056602	120.10
01-P00250	PETTY CASH					
		I-201108242859	01 -5431331	EMPLOYEE TRAV P CASH REIMB-TRAVEL EXP TULSA	056469	26.00
		I-201108242859	01 -5321331	EMPLOYEE TRAV P CASH REIMB-TRAVEL EXP SCHOOL	056469	191.94
		I-201108242859	01 -5653215	AWARDS PROGRA P CASH REIMB-EOM SAVINGS BOND	056469	25.00
		I-201108242859	01 -5653213	SAFETY SUPPLI P CASH REIMB-SAFETY SUPPLIES	056469	27.42
		I-201108242859	01 -5653213	SAFETY SUPPLI P CASH REIMB-SAFETY SUPPLIES	056469	20.17
		I-201108242859	01 -5653331	EMPLOYEE TRAV P CASH REIMB-TRAVEL EXP WC CT	056469	222.55
		I-201108242859	01 -5321331	EMPLOYEE TRAV P CASH REIMB-TRAVEL EXP SCHOOL	056469	172.45
		I-201108242859	01 -5321331	EMPLOYEE TRAV P CASH REIMB-TRAVEL EXP SCHOOL	056469	40.07
		I-201108242859	01 -5320202	OPERATING EXP P CASH REIMB-AUTO PART	056469	5.00
		I-201108242859	01 -5321331	EMPLOYEE TRAV P CASH REIMB-TRAVEL EXP COMPUT	056469	23.50
		I-201108242859	01 -5321331	EMPLOYEE TRAV P CASH REIMB-TRAVEL EXP TOLL F	056469	4.00
		I-201108242859	01 -5321331	EMPLOYEE TRAV P CASH REIMB-TRAVEL EXP EQUIP	056469	16.26
		I-201108242859	01 -5321331	EMPLOYEE TRAV P CASH REIMB-TRAVEL EXP EQUIP	056469	12.87
		I-201108242859	01 -5321202	OPERATING SUP P CASH REIMB-BATTERY-TINT MTR	056469	4.09
		I-201108242859	01 -5215202	OPERATING SUP P CASH REIMB-LUNCH MTG SUPP	056469	16.33
		I-201108242859	01 -5321331	EMPLOYEE TRAV P CASH REIMB-TRAVEL EXP SCHOOL	056469	34.95
		I-201108242859	01 -5321331	EMPLOYEE TRAV P CASH REIMB-TRAVEL EXP SCHOOL	056469	50.00
		I-201108242859	01 -5321331	EMPLOYEE TRAV P CASH REIMB-TRAVEL EXP SCHOOL	056469	43.00
		I-201108242859	01 -5431202	OPERATING SUP P CASH REIMB-BUG SPRAY	056469	14.00
		I-201108242859	01 -5431212	FUEL EXPENSE P CASH REIMB-FUEL REIMB	056469	18.85
		I-201108242859	01 -5321331	EMPLOYEE TRAV P CASH REIMB-TRAVEL EXP SCHOOL	056469	29.74
01-P00310	PITNEY BOWES INC					
		I-9/24/2011	01 -5215317	POSTAGE POSTAGE FEES	056603	1,000.00
01-P00340	PITTS. COUNTY ELEC. BOA					
		I-0439	01 -5101350	ELECTIONS EST. ELECTION COSTS FOR	056604	2,931.20
01-P00510	PRO-KIL, INC					
		I-62448	01 -5548316	REPAIRS & MAI PEST CONTROL FOR CITY HAL	056606	196.00
01-P00560	PUBLIC SERVICE/AEP					
		I-201108242858	01 -5215313	ELECTRIC UTIL ELECT SVS-302 E FILMORE	056470	1,193.50
		I-201108242858	01 -5215313	ELECTRIC UTIL ELECT SVS-KOMAR PAV	056470	38.48
		I-201108242858	01 -5215313	ELECTRIC UTIL ELECT SVS-KOMAR BLDG	056470	222.18
		I-201108312879	01 -5215313	ELECTRIC UTIL ELECT UTIL-PD/NARC	056491	194.91
		I-201108312879	01 -5215313	ELECTRIC UTIL ELECT UTIL-1699 CARL ALBERT	056491	25.95
		I-201108312879	01 -5215313	ELECTRIC UTIL ELECT UTIL-301 W JEFFERSON	056491	49.91
		I-201108312879	01 -5215313	ELECTRIC UTIL ELECT UTIL-EMER RESP CENTER	056491	967.96

PACKET: 07076 CLAIMS FOR 9/13/2011

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-R00360	RICKY S HACKLER						
		I-201108222852	01	-5544308	CONTRACT LABO UMPIRE FEES-3 GAMES	056608	75.00
01-S00009	SADLER PAPER CO						
		I-33240	01	-5542203	REPAIRS & MAI BUFFER FOR STIPE CENTER	056610	1,126.50
		I-33263	01	-5542203	REPAIRS & MAI JANITORIAL SUPPLIES	056610	975.95
01-S00013	SAF-T-GLOVE INC						
		I-619796	01	-5542203	REPAIRS & MAI SAFETY SUPPLIES-PARKS DPT	056611	110.90
01-S00350	SIGNS BY JADE						
		I-11-00489	01	-5542316	REPAIRS & MAI REPAIR WORK ON SIGN	056613	195.00
01-S00611	SOUTHWESTERN DIV-IAFC						
		I-11-00506	01	-5431331	EMPLOYEE TRAV ANNUAL CONF. FEE-IAFC	056615	175.00
01-S00710	STANDARD MACHINE LLC						
		I-221027	01	-5431203	REPAIRS & MAI REPAIRS ON LADDER 1	056616	300.00
01-S00726	STAPLES ADVANTAGE						
		I-74608	01	-5542202	OPERATING SUP OFFICE SUPPLIES AS NEEDED	056617	109.44
		I-75125	01	-5431202	OPERATING SUP MISC OFFICE SUPPLIES	056617	61.53
		I-75222	01	-5431202	OPERATING SUP MISC OFFICE SUPPLIES	056617	114.47
		I-75297	01	-5431202	OPERATING SUP MISC OFFICE SUPPLIES	056617	65.22
		I-75881	01	-5321202	OPERATING SUP PRINTER FOR OFFICERS RM	056617	249.98
		I-77506	01	-5542202	OPERATING SUP OFFICE SUPPLIES AS NEEDED	056617	94.50
		I-69141	01	-5321202	OPERATING SUP OPEN PO FOR MISC SUPPLIES	056617	234.96
01-S00791	STEIDLEY & NEAL, P.L.L.						
		I-173	01	-5214302	CONSULTANTS LEGAL FEES-GREEN	056618	2,310.00
		I-312	01	-5214302	CONSULTANTS LEGAL FEES-GREEN	056618	90.00
01-T00071	TERRY GREEN						
		I-201108222850	01	-5544308	CONTRACT LABO UMPIRE FEES-5 GAMES	056620	125.00
		I-201109022892	01	-5544308	CONTRACT LABO UMPIRE FEES-4 GAMES	056620	100.00
01-T00200	NAT'L. ARBOR DAY FOUN						
		I-YRLY DUES	01	-5542330	DUES & SUBSCR ARBOR DAY FOUND.-YR SUB.	056621	15.00
01-T00370	TIPPIT INSURANCE AGENCY						
		I-35538	01	-5215322	LIABILITY INS EMPLOYEE BOND RENEWALS	056622	501.05
		I-35710	01	-5215322	LIABILITY INS EMPLOYEE BOND RENEWALS	056622	400.00
		I-35990	01	-5215322	LIABILITY INS EMPLOYEE BOND RENEWALS	056622	1,446.58
01-T00630	TWIN CITIES READY MIX						
		I-57864	01	-5865218	STREET REPAIR CONCRETE FOR ROAD REP.	056623	1,248.75
		I-57904	01	-5865218	STREET REPAIR CONCRETE FOR ROAD REP.	056623	508.75
		I-57945	01	-5865218	STREET REPAIR CONCRETE FOR ROAD REP.	056623	925.00
		I-58067	01	-5865218	STREET REPAIR OPEN PO FOR CONCRETE	056623	1,040.63

PACKET: 07076 CLAIMS FOR 9/13/2011

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-T00630	TWIN CITIES READY MIX		continued			
		I-58172	01 -5865218	STREET REPAIR OPEN PO FOR CONCRETE	056623	925.00
01-U00020	US CELLULAR					
		I-201108312880	01 -5215315	TELEPHONE UTI CELL PHONE EXP-GENERAL	056493	1,835.85
01-U00128	UNITED PACKAGING & SHIP					
		I-92946	01 -5431202	OPERATING SUP SHIPPING FEES	056627	10.77
01-W00040	WALMART COMMUNITY SRC					
		I-00130	01 -5431202	OPERATING SUP SUPPLIES AS NEEDED	056629	57.65
		I-01837	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	056629	64.04
		I-02562	01 -5320202	OPERATING EXP OPEN PO FOR MISC SUPPLIES	056629	6.77
		I-04122	01 -5431202	OPERATING SUP SUPPLIES AS NEEDED	056629	108.77
		I-05525	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	056629	39.44
		I-09302	01 -5544202	OPERATING SUP CONCESSION SUPPLIES-SBC	056629	78.32
01-W00143	WATERWORKS INTERNATIONA					
		I-5931	01 -5543203	REPAIRS & MAI REPLACEMENT JETS FOR	056631	673.00
01-W00270	WHITE ELECTRICAL SUPPLY					
		I-S1381377.001	01 -5542203	REPAIRS & MAI PARTS TO REPAIR LIGHTS	056634	75.19
		I-S1381452.001	01 -5542203	REPAIRS & MAI PARTS TO REPAIR LIGHTS	056634	180.68
		I-S1386766.001	01 -5225202	OPERATING SUP COMPUTER CABLE	056634	102.91
FUND 01 GENERAL FUND					TOTAL:	69,873.51

PACKET: 07076 CLAIMS FOR 9/13/2011

VENDOR SET: 01

FUND : 02 MPWA

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====					
01-A00103 ACCURATE LABS & MINING					
	I-1H09053	02 -5974304	LAB TESTING MONTHLY LAB TESTING	056497	115.00
	I-1H09054	02 -5974304	LAB TESTING MONTHLY LAB TESTING	056497	90.00
	I-1H09055	02 -5974304	LAB TESTING MONTHLY LAB TESTING	056497	1,480.00
	I-1H09069	02 -5974304	LAB TESTING MONTHLY LAB TESTING	056497	430.00
	I-1H23008	02 -5974304	LAB TESTING MONTHLY LAB TESTING	056497	126.00
	I-SU14358	02 -5973203	REPAIRS & MAI FECAL TESTING SUPPLIES	056497	645.31
	I-SU14415	02 -5974203	REPAIRS & MAI CHLORINE ANALYZER	056497	3,232.01
01-A00170 ADA PAPER CO.					
	I-330166	02 -5973203	REPAIRS & MAI SHOP SUPPLIES FOR WWM	056498	465.94
	I-330166-1	02 -5973203	REPAIRS & MAI SHOP SUPPLIES FOR WWM	056498	71.90
	I-330168	02 -5974316	REPAIRS & MAI SHOP SUPPLIES FOR WTP	056498	418.20
01-A00233 ADVANCED ROOFING					
	I-1100420	02 -5974316	REPAIRS & MAI 02	056501	9,365.00
01-A00272 ALDERSON REGIONAL LANDF					
	I-003748	02 -5864308	CONTRACTED LA ROLL-OFF CHARGES	056504	3,809.23
	I-003769	02 -5864308	CONTRACTED LA ROLL-OFF CHARGES	056504	4,973.93
01-A00362 ALLEGIANCE COMMUNICATIO					
	I-201108172842	02 -5975328	INTERNET SERV INTERNET SVS-UTM OFF HEREFORD	056416	62.95
	I-201108312877	02 -5975328	INTERNET SERV INTERNET SVS-EAST WWM PLANT	056488	62.95
01-A00430 ALTIVIA					
	I-206266	02 -5974206	CHEMICALS ALUM FOR WTP	056507	3,390.53
	I-206267	02 -5974206	CHEMICALS 2 LOADS OF CAUSTIC -WTP	056507	5,482.50
	I-207448	02 -5974206	CHEMICALS 2 LOADS OF CAUSTIC -WTP	056507	5,495.25
01-A00582 AT&T					
	I-201108172840	02 -5267315	TELEPHONE UTI INTERNET EXP-CITY HALL	056417	875.20
01-A00751 ATWOODS					
	I-673/9	02 -5974203	REPAIRS & MAI REPAIR ITEMS AS NEEDED	056509	58.93
	I-679/9	02 -5974203	REPAIRS & MAI REPAIR ITEMS AS NEEDED	056509	44.97
	I-686/9	02 -5974203	REPAIRS & MAI REPAIR ITEMS AS NEEDED	056509	166.91
01-A00770 AUTO PARTS CO					
	I-890069	02 -5974203	REPAIRS & MAI MISC PARTS AS NEEDED	056511	22.51
01-B00180 BEMAC SUPPLY					
	I-S1611268.001	02 -5975230	SEWER MAIN RE MISC REPAIR & MAINT ITEMS	056516	44.59
	I-S1611322.001	02 -5975230	SEWER MAIN RE MISC REPAIR & MAINT ITEMS	056516	116.14
	I-S1612370.001	02 -5975230	SEWER MAIN RE MISC REPAIR & MAINT ITEMS	056516	95.54
	I-S1612517.001	02 -5975230	SEWER MAIN RE MISC REPAIR & MAINT ITEMS	056516	64.78
	I-S1612888.001	02 -5975230	SEWER MAIN RE MISC REPAIR & MAINT ITEMS	056516	12.44
	I-S1612971.001	02 -5974203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	056516	73.83
	I-S1613500.001	02 -5975230	SEWER MAIN RE MISC REPAIR & MAINT ITEMS	056516	9.82

PACKET: 07076 CLAIMS FOR 9/13/2011

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00180	BEMAC SUPPLY			continued		
		I-S1614071.001	02 -5974203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	056516	157.21
		I-S1614592.001	02 -5975230	SEWER MAIN RE MISC REPAIR & MAINT ITEMS	056516	28.93
01-B00314	BIO-AQUATIC TESTING					
		I-00040806	02 -5973304	LAB TESTING QTRLY TOXICITY TESTING	056519	1,502.00
01-B00491	BRENNTAG SOUTHWEST					
		I-BSW272374	02 -5974206	CHEMICALS 1 LOAD BRENNFOC FOR WTP	056520	18,119.70
01-C00010	C & B FORM SHOP					
		I-7637	02 -5216202	OPERATING SUP VALIDATION PAPER FOR UB&C	056523	128.08
01-C00840	CRAWFORD & ASSOCIATES					
		I-5989	02 -5267302	CONSULTANTS AUDIT PREP FOR 2010-11 YR	056532	803.98
01-D00322	DEPT. OF ENVIR. QUALITY					
		I-OE4522749	02 -5975329	DEQ FEES DEQ TESTING FEES FOR	056534	62.00
		I-OE4522750	02 -5974329	DEQ FEES DEQ TESTING FEES FOR	056535	62.00
		I-OE4522751	02 -5975329	DEQ FEES DEQ TESTING FEES FOR	056536	62.00
		I-OE4522752	02 -5975329	DEQ FEES DEQ TESTING FEES FOR	056537	62.00
01-D00540	DOLESE BROTHERS					
		I-5-71646-11	02 -5975218	STREET REPAIR GRAVEL FOR STREET REPAIRS	056538	616.14
		I-5-71647-11	02 -5975218	STREET REPAIR GRAVEL FOR STREET REPAIRS	056538	153.47
		I-5-72088-11	02 -5975218	STREET REPAIR GRAVEL FOR STREET REPAIRS	056538	462.74
		I-5-72536-11	02 -5975218	STREET REPAIR GRAVEL FOR STREET REPAIRS	056538	312.61
		I-5-72947-11	02 -5975218	STREET REPAIR GRAVEL FOR STREET REPAIRS	056538	775.22
		I-5-73345-11	02 -5975218	STREET REPAIR GRAVEL FOR STREET REPAIRS	056538	937.94
		I-RM11043727	02 -5975218	STREET REPAIR CONCRETE AS NEEDED FOR	056538	473.00
		I-RM11044014	02 -5975218	STREET REPAIR CONCRETE AS NEEDED FOR	056538	537.50
		I-RM11046775	02 -5975218	STREET REPAIR CONCRETE AS NEEDED FOR	056538	1,118.00
		I-RM11046776	02 -5975218	STREET REPAIR CONCRETE AS NEEDED FOR	056538	279.15
		I-RM11047087	02 -5975218	STREET REPAIR CONCRETE AS NEEDED FOR	056538	354.00
		I-RM11047414	02 -5975218	STREET REPAIR CONCRETE AS NEEDED FOR	056538	2,365.00
		I-RM11047783	02 -5975218	STREET REPAIR CONCRETE AS NEEDED FOR	056538	344.00
01-E00265	ERMI ENVIRONMENTAL LABS					
		I-1104114	02 -5973304	LAB TESTING MONTHLY TESTING FEES	056541	135.00
		I-1104144	02 -5973304	LAB TESTING MONTHLY TESTING FEES	056541	189.47
		I-1104359	02 -5973304	LAB TESTING MONTHLY TESTING FEES	056541	54.47
01-F00037	FASTENAL					
		I-OKMCA98922	02 -5974203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	056543	154.91
		I-OKMCA99095	02 -5974203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	056543	43.02
		I-okmca99163	02 -5973203	REPAIRS & MAI MISC SUPPLIES AS NEEDED	056543	580.18
01-F00170	FIRST NATIONAL BANK					
		I-09062011-#134	02 -5664510	LEASE PAYMENT CATERPILLAR & COMPACTOR	056544	8,524.37

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00280	FOX VALLEY SYSTEMS, INC	I-10037343	02	-5871202	OPERATING SUP SURVEYING PAINT	056545	336.84
01-H00040	HACH CHEMICAL	I-7388010	02	-5974304	LAB TESTING REAGENTS FOR TESTING SAMPL	056553	752.25
01-H00088	HAWKINS, INC.	I-3258502	02	-5974206	CHEMICALS CHLORINATORS FOR	056555	6,345.00
01-H00100	HAYNES EQUIPMENT,LLC	I-S107647-1N	02	-5973203	REPAIRS & MAI ROTATING ASSEMBLIES	056556	5,714.69
01-I00020	I B T, INC	I-5633172	02	-5974316	REPAIRS & MAI PARTS FOR FINISH MOTOR	056558	2,693.53
		I-5642886	02	-5974203	REPAIRS & MAI TUBING & FITTINGS FOR	056558	759.73
01-I00110	IMPRESS OFFICE SUPPLY	I-032903	02	-5216202	OPERATING SUP CARTRIDGES FOR PRINTERS	056560	777.98
01-I00120	TYLER TECHNOLOGIES	I-201108222849	02	-5216336	FEES MONTHLY SUPPORT FEES-UB&C	056561	293.16
01-X00210	KIAMICHI ELECTRIC COOP.	I-201108172839	02	-5267313	ELECTRIC UTIL ELECT EXP-HEREFORD LANE	056418	686.95
01-L00428	LOWE'S CREDIT SERVICES	I-07523	02	-5974203	REPAIRS & MAI MISC REPAIR ITEMS AS NEED	056568	40.10
		I-08904	02	-5974203	REPAIRS & MAI MISC REPAIR ITEMS AS NEED	056568	227.70
		I-09120	02	-5974203	REPAIRS & MAI MISC REPAIR ITEMS AS NEED	056568	21.48
		I-09739	02	-5974203	REPAIRS & MAI MISC REPAIR ITEMS AS NEED	056568	32.26
		I-09900	02	-5974203	REPAIRS & MAI MISC REPAIR ITEMS AS NEED	056568	496.75
		I-10221	02	-5974203	REPAIRS & MAI MISC REPAIR ITEMS AS NEED	056568	54.80
		I-11192	02	-5974203	REPAIRS & MAI MISC REPAIR ITEMS AS NEED	056569	151.51
01-L00429	LOVE BOTTLING CO.	I-8109463	02	-5973304	LAB TESTING WATER FOR TESTING	056570	27.00
01-M00532	MISTY VALLEY WATER CO.	I-66067	02	-5866230	RECYCLING CEN OPEN PO FOR WATER FOR	056572	14.67
		I-66238	02	-5866230	RECYCLING CEN OPEN PO FOR WATER FOR	056572	7.59
		I-67323	02	-5866230	RECYCLING CEN OPEN PO FOR WATER FOR	056572	14.67
		I-67391	02	-5866230	RECYCLING CEN OPEN PO FOR WATER FOR	056572	21.76
01-N00250	MCALESTER NEWS CAPITAL	I-05602713	02	-5974317	ADVERTISING/P OPEN PO FOR PUBLICATIONS	056581	78.14
		I-05602715	02	-5974317	ADVERTISING/P OPEN PO FOR PUBLICATIONS	056581	77.86
01-O00275	OKLA DEPT OF COMMERCE	I-09062011-#8903	02	-5267521	CDBG LOAN #89 CDBG - EDIF #8908	056590	1,145.83

PACKET: 07076 CLAIMS FOR 9/13/2011

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00250	PETTY CASH					
		I-201108242859	02 -5974331	EMPLOYEE TRAV P CASH REIMB-TRAVEL EXP SCHOOL	056469	17.54
		I-201108242859	02 -5974331	EMPLOYEE TRAV P CASH REIMB-TRAVEL EXP SCHOOL	056469	16.79
		I-201108242859	02 -5975331	EMPLOYEE TRAV P CASH REIMB-TRAVEL EXP SCHOOL	056469	10.72
		I-201108242859	02 -5871202	OPERATING SUP P CASH REIMB-BATTERY-RGE FINDE	056469	10.73
01-S00212	SERVICE & EQUIPMENT INT					
		I-7-0517111	02 -5973316	REPAIRS & MAI ANNUAL SERVICE AGREEMENT	056612	2,508.05
01-S00726	STAPLES ADVANTAGE					
		I-74170	02 -5974317	ADVERTISING/P PAPER FOR NOV. MAILING	056617	90.46
01-T00370	TIPPIT INSURANCE AGENCY					
		I-35538	02 -5267322	LIABILITY INS EMPLOYEE BOND RENEWALS	056622	150.07
01-U00020	US CELLULAR					
		I-201108312880	02 -5267315	TELEPHONE UTI CELL PHONE EXP-MPWA	056493	683.12
		I-201108312880	02 -5975328	INTERNET SERV CELL PHONE EXP-UTM INTERNET CH	056493	51.10
01-U00051	UTILITY SUPPLY CO.					
		I-054587	02 -5975235	WATER MAIN RE REPAIR ITEMS AS NEEDED	056624	81.00
		I-054588	02 -5975230	SEWER MAIN RE 12" CLAMPS & 8" PIPE	056624	9,012.50
		I-054589	02 -5975235	WATER MAIN RE SUPPLIES FOR REPAIRS	056624	677.22
		I-054591	02 -5975235	WATER MAIN RE SUPPLIES FOR REPAIRS	056624	3,498.44
		I-054592	02 -5975235	WATER MAIN RE SUPPLIES FOR REPAIRS	056624	224.34
01-U00070	ULTRA-CHEM, INC.					
		I-1029892	02 -5973203	REPAIRS & MAI DEGREASER FOR LIFT STA.	056625	174.06
01-U00128	UNITED PACKAGING & SHIP					
		I-100082	02 -5973316	REPAIRS & MAI OPEN PO FOR SHIPPING	056627	27.92
01-V00082	VERONICA BOATRIGHT					
		I-009A	02 -5216302	CONSULTANTS CONSULTING FEES-12 MONTHS	056628	450.00
01-W00270	WHITE ELECTRICAL SUPPLY					
		I-S1382867.001	02 -5973203	REPAIRS & MAI SUPPLIES AS NEEDED	056634	3.64
		I-S1384748.001	02 -5973203	REPAIRS & MAI SUPPLIES AS NEEDED	056634	163.23
			FUND	02 MPWA	TOTAL:	119,323.63

PACKET: 07076 CLAIMS FOR 9/13/2011

VENDOR SET: 01

FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00170	FIRST NATIONAL BANK						
		I-09062011-#119817	03	-5876511	FNB LOAN #119 LOAN #119817 - AIRPORT AUTH	056544	2,510.00
01-P00560	PUBLIC SERVICE/AEP						
		I-201108242858	03	-5876313	ELECTRIC UTIL ELECT SVS-AIRPORT	056470	1,817.53
		I-201108312879	03	-5876313	ELECTRIC UTIL ELECT UTIL-AIRPORT	056491	3,670.11
01-T00370	TIPPIT INSURANCE AGENCY						
		I-35538	03	-5876322	INSURANCE/BON EMPLOYEE BOND RENEWALS	056622	7.26
01-U00020	US CELLULAR						
		I-201108312880	03	-5876315	TELEPHONE UTI CELL PHONE EXP-AIRPORT	056493	27.13
				FUND	03 AIRPORT AUTHORITY	TOTAL:	8,032.03

PACKET: 07076 CLAIMS FOR 9/13/2011

VENDOR SET: 01

FUND : 08 NUTRITION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00276	A LEROY DICK					
		I-201109012888	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	056505	112.11
01-D00213	DEBBIE COMPTON					
		I-201109012884	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	056533	165.00
		I-201109012885	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	056533	147.08
01-E00207	EMMA E. BELLIS					
		I-201109012886	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	056540	105.00
		I-201109012887	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	056540	77.70
01-S00580	AT & T					
		I-201108242857	08 -5549315	TELEPHONE UTI PHONE SVS-NUTRITION	056471	137.40
01-T00370	TIPFIT INSURANCE AGENCY					
		I-35538	08 -5549322	LIABILITY INS EMPLOYEE BOND RENEWALS	056622	31.47
01-U00020	US CELLULAR					
		I-201108312880	08 -5549315	TELEPHONE UTI CELL PHONE EXP-NUTRITION	056493	81.39
			FUND 08 NUTRITION		TOTAL:	857.15

PACKET: 07076 CLAIMS FOR 9/13/2011

VENDOR SET: 01

FUND : 09 LANDFILL RES./SUB-TITLE D

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00244 BIG MAC					
	I-SI-000916	09 -5864327	SUB TITLE D E REMOVAL OF LEACH WATER	056518	997.50
	I-SI-000917	09 -5864327	SUB TITLE D E REMOVAL OF LEACH WATER	056518	525.00
	I-SI-000918	09 -5864327	SUB TITLE D E REMOVAL OF LEACH WATER	056518	892.50
	I-SI-000919	09 -5864327	SUB TITLE D E REMOVAL OF LEACH WATER	056518	315.00
		FUND 09	LANDFILL RES./SUB-TITLE DTOTAL:		2,730.00

PACKET: 07076 CLAIMS FOR 9/13/2011

VENDOR SET: 01

FUND : 24 AIRPORT GRANT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-N00250	MCALESTER NEWS CAPITAL	I-05602731	24 -5876401	CAPITAL OUTLA REQUEST FOR BID AD	056591	307.55
			FUND	24 AIRPORT GRANT	TOTAL:	307.55

PACKET: 07076 CLAIMS FOR 9/13/2011

VENDOR SET: 01

FUND : 27 TOURISM FUND

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-MC0134	MCALESTER MAIN STREET						
		I-09162011-2010/2011	27	-5655353	MAIN STREET P CONTRACT WITH MCALESTER MAIN S	056576	1,050.00
01-P00450	PRIDE IN MCALESTER						
		I-09162011-2010-2011	27	-5655352	MISC PRIDE IN CONTRACT WITH PRIDE IN MCALEST	056605	2,300.00
01-P00560	PUBLIC SERVICE/AEP						
		I-DWMS00000134955	27	-5655214	TOURISM EXPEN ELECT SVS FOR RV HOOKUUPS	056607	3,337.63
				FUND	27 TOURISM FUND	TOTAL:	6,687.63

PACKET: 07076 CLAIMS FOR 9/13/2011

VENDOR SET: 01

FUND : 28 SE EXPO CENTER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00669	CONTINENTAL RESEARCH CO	I-356191-CRC-2	28 -5654203	REPAIR & MAIN JANITORIAL SUPPLIES	056531	407.00
01-E00109	EAT AND EXPLORE OK	I-23436	28 -5654317	ADVERTISING & AD FOR OCTOBERFEST	056539	212.50
01-I00001	IAVM	I-131096-2011	28 -5654330	DUES & SUBSCR ANNUAL MEMBERSHIP FEES	056557	445.00
01-L00428	LOWE'S CREDIT SERVICES	C-09530	28 -5654203	REPAIR & MAIN CEILING TILES & LIGHTS	056568	2.52-
		I-07704	28 -5654203	REPAIR & MAIN CEILING TILES & LIGHTS	056568	27.98
		I-909211	28 -5654203	REPAIR & MAIN CEILING TILES & LIGHTS	056569	534.50
01-O00345	OKLA DEPT OF LABOR	I-201270857	28 -5654316	REPAIRS & MAI BOILER INSPECTION FEE	056591	25.00
01-P00560	PUBLIC SERVICE/AEP	I-201108312879	28 -5654313	ELECTRIC UTIL ELECT UTIL-EXPO	056491	6,413.02
01-S00009	SADLER PAPER CO	I-33264	28 -5654203	REPAIR & MAIN JANITORIAL SUPPLIES	056610	823.77
01-S00445	PACKAGING SOLUTIONS, LL	I-14760	28 -5654202	OPERATING SUP OFFICE SUPPLIES-PAPER	056614	37.50
01-S00726	STAPLES ADVANTAGE	I-76467	28 -5654202	OPERATING SUP EVENT TAB DIVIDERS & MISC	056617	17.96
01-T00062	TENNANT CO.	I-910516933	28 -5654203	REPAIR & MAIN PARTS FOR SWEEPER	056619	779.60
01-T00370	TIPPIT INSURANCE AGENCY	I-35538	28 -5654322	LIABILITY INS EMPLOYEE BOND RENEWALS	056622	29.05
01-U00020	US CELLULAR	I-201108312880	28 -5654315	TELEPHONE UTI CELL PHONE EXP-EXPO	056493	108.52
01-U00100	UNIFIRST HOLDINGS, L.P.	I-824 0804750	28 -5654316	REPAIRS & MAI OPEN PO FOR MOP SERVICE	056626	50.00
01-W00040	WALMART COMMUNITY BRC	I-00515	28 -5654203	REPAIR & MAIN MISC MAINT. SUPPLIES	056629	6.47
		I-05341-1	28 -5654224	CATERING CATERING SUPPLIES	056629	51.22
		I-07469-1	28 -5654203	REPAIR & MAIN MISC MAINT. SUPPLIES	056629	24.26
			FUND 28 SE EXPO CENTER	TOTAL:		9,990.83

9/06/2011 1:58 PM  
 PACKET: 07076 CLAIMS FOR 9/13/2011  
 VENDOR SET: 01  
 FUND : 29 E-911

REGULAR DEPARTMENT PAYMENT REGISTER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00581	AT&T	I-201108312876	29 -5324315	TELEPHONE UTI PHONE EXP-911 HOST CIRCUIT	056489	781.25
01-I00204	COLOSSUS, INC. dba INTE	I-PA004416	29 -5324308	CONTRACTED SE 911 ADDRESSING & MAPPING	056562	9,950.00
01-S00580	AT & T	I-201108312875	29 -5324315	TELEPHONE UTI PHONE EXP - E911	056492	1,897.81
01-T00370	TIPPIT INSURANCE AGENCY	I-35538	29 -5324322	LIABILITY INS EMPLOYEE BOND RENEWALS	056622	12.10
01-U00020	US CELLULAR	I-201108312880	29 -5324315	TELEPHONE UTI CELL PHONE EXP-E911	056493	27.13
01-W00238	WESTERN DATA SYSTEMS	I-S135274	29 -5324316	REPAIRS-MAINT CABLE FOR GPS ANTENNA	056633	66.00
FUND 29 E-911					TOTAL:	12,734.29

PACKET: 07076 CLAIMS FOR 9/13/2011

VENDOR SET: 01

FUND : 30 ECONOMIC DEVELOPMENT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-M00270	MPOWER ECONOMIC DEVELOP					
		I-09162011-2010-2011	30 -5211360	ECONOMIC DEVE MPOWER ECONOMIC DEV	056571	15,389.41
01-MC0134	MCALESTER MAIN STREET					
		I-09162011-2010/2011	30 -5211353	MAIN STREET P CONTRACT WITH MCALESTER MAIN S	056576	1,050.00
01-000275	OKLA DEPT OF COMMERCE					
		I-09062011-#12248	30 -5211510	CDBG / EDIF D CDBG - EDIF CONT #12248	056589	282.50
01-P00450	PRIDE IN MCALESTER					
		I-09162011-2010-2011	30 -5211352	MISC PRIDE IN CONTRACT WITH PRIDE IN McALEST	056605	2,300.00
FUND 30 ECONOMIC DEVELOPMENT					TOTAL:	19,021.91

PACKET: 07076 CLAIMS FOR 9/13/2011

VENDOR SET: 01

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A06770 AUTO PARTS CO						
		C-889894	35 -5862203	REPAIRS & MAI BRAKE BOOSTER FOR WW-2	056510	36.00-
		C-890210 CR	35 -5862203	REPAIRS & MAI CLUTCH FOR WW-4 TRUCK	056510	156.60-
		I-889053	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS AS	056510	214.39
		I-889284	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS AS	056510	38.18
		I-889335	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS AS	056510	104.10
		I-889345	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS AS	056510	5.48
		I-889377	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS AS	056510	51.29
		I-889445	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS AS	056510	20.64
		I-889627	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS AS	056510	38.36
		I-889628	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS AS	056510	18.98
		I-889690	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS AS	056510	3.02
		I-889720	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS AS	056510	25.29
		I-889746	35 -5862203	REPAIRS & MAI SMALL REPAIR PARTS AS	056510	207.77
		I-890091	35 -5862203	REPAIRS & MAI BRAKE BOOSTER FOR WW-2	056511	276.99
		I-890092	35 -5862203	REPAIRS & MAI CLUTCH FOR WW-4 TRUCK	056511	199.05
		I-890167	35 -5862203	REPAIRS & MAI CLUTCH FOR WW-4 TRUCK	056511	195.27
01-B00110 BARRETT'S AUTO PRODUCTS						
		I-40298	35 -5862203	REPAIRS & MAI TIRE PATCHING SUPPLIES	056513	818.00
01-B00150 BEALES GOODYEAR TIRES						
		I-MC-186361	35 -5862203	REPAIRS & MAI TIRES FOR STOCK	056514	563.12
		I-MC-186435	35 -5862203	REPAIRS & MAI OPEN PO FOR TIRES &	056514	32.50
		I-MC-186789	35 -5862203	REPAIRS & MAI 20 TIRES FOR STOCK FOR	056514	2,340.00
		I-MC-186790	35 -5862203	REPAIRS & MAI OPEN PO FOR TIRES &	056514	113.90
		I-MC-186999	35 -5862203	REPAIRS & MAI TIRES FOR PARKS VEHICLES	056514	1,059.28
		I-MC-187000	35 -5862203	REPAIRS & MAI TIRES FOR PARKS VEHICLES	056514	480.40
		I-MC-187001	35 -5862203	REPAIRS & MAI TIRES FOR PARKS VEHICLES	056514	326.00
		I-MC-187041	35 -5862203	REPAIRS & MAI TIRES FOR PK-29 & I-2	056514	374.24
		I-MC-187085	35 -5862203	REPAIRS & MAI TRAILER & TRUCK TIRES	056514	541.76
		I-MC-187246	35 -5862203	REPAIRS & MAI 4 TIRES FOR E-4 VEHICLE	056514	380.64
		I-MC-187298	35 -5862203	REPAIRS & MAI STOCK-REAR TIRES FOR	056514	3,490.40
		I-MC-187299	35 -5862203	REPAIRS & MAI TIRES FOR STOCK	056514	820.36
		I-MC-187300	35 -5862203	REPAIRS & MAI TIRES FOR STOCK	056514	1,383.64
		I-MC-187301	35 -5862203	REPAIRS & MAI TIRES FOR PK-29 & I-2	056514	590.28
		I-MC-187302	35 -5862203	REPAIRS & MAI TRAILER & TRUCK TIRES	056515	97.00
		I-MC-187303	35 -5862203	REPAIRS & MAI TIRES FOR UG-1	056515	563.12
		I-MC-187304	35 -5862203	REPAIRS & MAI TIRES FOR WTP MOWERS	056515	286.00
		I-MC-187306	35 -5862203	REPAIRS & MAI STOCK-TIRES FOR POLICE	056515	1,540.00
		I-MC-187307	35 -5862203	REPAIRS & MAI STOCK-TIRES FOR UTM AND	056515	781.52
		I-MC-187308	35 -5862203	REPAIRS & MAI STOCK-TIRES FOR UTM AND	056515	1,071.28
		I-MC-187476	35 -5862203	REPAIRS & MAI TIRES FOR WTP MOWERS	056515	138.00
		I-MC-187477	35 -5862203	REPAIRS & MAI TIRES FOR WTP MOWERS	056515	86.00
		I-MC-187478	35 -5862203	REPAIRS & MAI TIRES FOR WTP MOWERS	056515	204.00
		I-MC-187479	35 -5862203	REPAIRS & MAI TIRES FOR WTP MOWERS	056515	84.00
		I-MC-187501	35 -5862203	REPAIRS & MAI TIRES FOR CITY VEHICLES	056515	352.32
		I-MC-187516	35 -5862203	REPAIRS & MAI TIRES FOR WW-3	056515	489.76

PACKET: 07076 CLAIMS FOR 9/13/2011

VENDOR SET: 01

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00489	UNITED FUEL & ENERGY/CL	I-1263431-IN	35	-5862203	REPAIRS & MAI MONTHLY RENTAL ON TANK	056528	200.00
01-F00310	FRONTIER INTNL. TRUCKS,	I-827598	35	-5862203	REPAIRS & MAI PARTS FOR EQUIP AS NEEDED	056546	36.80
		I-828039	35	-5862203	REPAIRS & MAI PARTS FOR S-29 DUMP TRUCK	056546	418.76
		I-828041	35	-5862203	REPAIRS & MAI PARTS FOR S-29 DUMP TRUCK	056546	8.95
01-G00377	GRAY MANUFACTURING	I-753414	35	-5862204	SMALL TOOLS SHOP TOOLS; AIR JACK	056551	3,939.00
01-G00490	GRISSOM IMPLEMENT INC	C-222856 CR	35	-5862203	REPAIRS & MAI OPEN PO FOR MISC PARTS	056552	17.00-
		I-222859	35	-5862203	REPAIRS & MAI OPEN PO FOR MISC PARTS	056552	17.00
		I-228637	35	-5862203	REPAIRS & MAI PARTS FOR PK-16 MOWER	056552	5,808.66
		I-228675	35	-5862203	REPAIRS & MAI OPEN PO FOR MISC PARTS	056552	75.95
01-K00190	YELLOWHOUSE MACHINERY C	I-901680	35	-5862203	REPAIRS & MAI SPARE RIMS FOR PARKS	056566	2,055.40
01-M00210	MCCULLARS MOTOR SPORTS	I-007978	35	-5862203	REPAIRS & MAI ROCKER MOLDING FOR	056578	224.88
01-N00270	NIX AUTO CENTER, INC.	I-123899	35	-5862203	REPAIRS & MAI REPAIRS ON POLICE VEHICLE	056582	200.52
		I-128845	35	-5862203	REPAIRS & MAI REPAIRS ON POLICE VEHICLE	056582	34.90
		I-129215	35	-5862203	REPAIRS & MAI REPAIRS ON POLICE VEHICLE	056582	37.66
		I-129364	35	-5862203	REPAIRS & MAI REPAIRS ON POLICE VEHICLE	056582	35.50
		I-129376	35	-5862203	REPAIRS & MAI REPAIRS ON POLICE VEHICLE	056582	35.50
		I-129379	35	-5862203	REPAIRS & MAI REPAIRS ON POLICE VEHICLE	056582	37.66
01-N00339	NORTHERN AUTO PARTS	I-01 482530	35	-5862203	REPAIRS & MAI FUEL INJECTOR FOR PK-8	056583	592.94
01-000075	O'REILLY AUTO PARTS	C-0230-338921 CR	35	-5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	056585	10.00-
		C-0230-352658 CR	35	-5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	056585	5.00-
		C-0230-355719 CR	35	-5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	056585	12.00-
		I-0230-353783	35	-5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	056585	23.10
		I-0230-354290	35	-5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	056585	51.73
		I-0230-354345	35	-5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	056585	206.54
		I-0230-354738	35	-5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	056585	121.20
		I-0230-355381	35	-5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	056585	122.84
		I-0230-355387	35	-5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	056585	46.94
		I-0230-355444	35	-5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	056585	37.48
		I-0230-355445	35	-5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	056585	74.84
		I-0230-355564	35	-5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	056585	16.77
		I-0230-355565	35	-5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	056585	22.35
		I-0230-355681	35	-5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	056586	185.71

PACKET: 07076 CLAIMS FOR 9/13/2011

VENDOR SET: 01

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-000075	C'REILLY AUTO PARTS			continued		
		I-0230-355718	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	056586	133.38
		I-0230-356007	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	056586	39.34
		I-0230-356008	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	056586	211.43
		I-0230-356019	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	056586	3.29
		I-0230-356407	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	056586	9.98
		I-0230-356666	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	056586	113.39
		I-0230-357516	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	056586	66.65
		I-0230-357916	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	056586	127.89
		I-0230-357979	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	056586	16.24
		I-0230-358297	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	056586	30.28
		I-0230-358346	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	056586	7.98
		I-0230-358475	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	056587	44.24
		I-0230-358627	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	056587	20.68
		I-0230-359109	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	056587	42.99
		I-0230-359122	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	056587	71.94
		I-0230-359266	35 -5862203	REPAIRS & MAI PARTS FOR FIRE E-130	056587	234.23
		I-0230-359534	35 -5862203	REPAIRS & MAI PARTS FOR UNIT 71-A/C COM	056587	420.00
01-000122	OK TIRE					
		I-27882	35 -5862203	REPAIRS & MAI REPAIRS FOR PL-34 TRUCK	056588	1,038.96
01-P00023	P & K EQUIPMENT					
		I-298027	35 -5862203	REPAIRS & MAI PARTS FOR SB-3 AT SBC	056600	894.52
01-U00020	US CELLULAR					
		I-201108312880	35 -5862315	TELEPHONE UTI CELL PHONE EXP-FLEET MAINT	056493	54.26
01-W00072	WARREN CAT					
		I-PS100391818	35 -5862203	REPAIRS & MAI SERVICE MANUAL FOR DOZER	056630	560.58
01-W00195	WELDON PARTS INC.					
		I-655970-00	35 -5862203	REPAIRS & MAI MISC PARTS & SUPPLIES AS	056632	20.60
		I-660127-00	35 -5862203	REPAIRS & MAI MISC PARTS & SUPPLIES AS	056632	53.59
01-200010	ZEE MEDICAL INK					
		I-0021975708	35 -5862202	OPERATING SUP FIRST AID SUPPLIES NEEDED	056635	60.95
			FUND	35 FLEET MAINTENANCE	TOTAL:	39,116.89

PACKET: 07076 CLAIMS FOR 9/13/2011

VENDOR SET: 01

FUND : 38 DEDICATED SALES TAX-MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00093	BANCFIRST-TRUST DEPT	I-10537	38 -5215520	AGENT FEES BOND AGT FEE-SERIES 2002	056512	2,500.00
FUND 38 DEDICATED SALES TAX-MPWA TOTAL:						2,500.00

PACKET: 07076 CLAIMS FOR 9/13/2011

VENDOR SET: 01

FUND : 41 CIP FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00170	FIRST NATIONAL BANK					
		I-09062011-#137	41 -5865510	LEASE PAYMENT LEASE PAYMENT ON DURAPATCHER	056544	3,378.84
01-J00069	J.S. HAREN COMPANY					
		I-PMT #1 -2011	41 -5975402	WATER TREATME WTP FILTER & CLEARWELL	056563	17,280.00
01-R00480	ROGER KEY EQUIPMENT					
		I-98041	41 -5542401	CAPITAL OUTLA 7' CUTTER FOR PARKS DEPT	056609	2,300.00
			FUND 41 CIP FUND		TOTAL:	22,958.84
					REPORT GRAND TOTAL:	314,134.26

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2010-2011	01 -5865218	STREET REPAIRS & MAINTENAN	1,333.00	232,916	3,373.68		
	41 -5542401	CAPITAL OUTLAY	2,300.00	2,300	0.00		
	** 2010-2011 YEAR TOTALS **		3,633.00				
2011-2012	01 -2105	COLLECTION AGENCY 25% (COU	5,232.00				
	01 -5101350	ELECTIONS	2,931.20	16,000	7,500.00		
	01 -5101355	OIL-CK FOR INDEPENDENT LIV	1,840.00	22,080	18,400.00		
	01 -5210302	CONSULTANTS/LABOR RELATION	615.00	30,000	10,455.00- Y		
	01 -5210331	EMPLOYEE TRAVEL & TRAININ	602.44	5,000	3,610.86		
	01 -5212317	ADVERTISING & PRINTING	57.10	2,000	1,500.00		
	01 -5213330	DUES & SUBSCRIPTIONS	110.00	300	190.00		
	01 -5213336	FEES	200.00	3,000	2,600.00		
	01 -5214302	CONSULTANTS	7,070.00	90,200	17,790.69		
	01 -5215202	OPERATING SUPPLIES	16.33	6,000	3,238.57		
	01 -5215302	CONSULTANTS	803.99	25,000	15,332.50		
	01 -5215313	ELECTRIC UTILITY	2,682.89	360,000	326,074.47		
	01 -5215314	GAS UTILITY	46.82	15,000	14,891.94		
	01 -5215315	TELEPHONE UTILITY	2,082.87	55,000	46,592.99		
	01 -5215317	POSTAGE	1,000.00	10,000	0.00		
	01 -5215322	LIABILITY INSURANCE/BONDS	2,347.63	145,000	71,829.70		
	01 -5215323	DAMAGES	87.00	15,000	13,746.69		
	01 -5225202	OPERATING SUPPLIES	102.91	3,000	2,798.99		
	01 -5225349	SOFTWARE MAINTENANCE	200.00	32,090	5,256.90		
	01 -5320202	OPERATING EXPENSE	26.77	4,500	3,612.91		
	01 -5320308	CONTRACTED SERVICES	399.50	1,500	920.50		
	01 -5321202	OPERATING SUPPLIES	591.51	15,000	12,467.74		
	01 -5321308	CONTRACTED SERVICES	91.46	15,000	6,720.00		
	01 -5321316	REPAIRS & MAINTENANCE	228.26	4,000	3,171.74		
	01 -5321324	SWAT	1,574.00	10,000	7,904.97		
	01 -5321331	EMPLOYEE TRAVEL & TRAININ	946.78	6,500	5,397.71		
	01 -5321510	LEASE PAYMENTS	5,185.00	62,220	46,665.00		
	01 -5322202	OPERATING SUPPLIES	1,103.80	3,000	1,628.00		
	01 -5431202	OPERATING SUPPLIES	674.41	15,000	12,897.18		
	01 -5431203	REPAIRS & MAINT SUPPLIES	1,816.26	13,000	6,650.74		
	01 -5431207	CLOTHING ALLOWANCE	1,399.61	18,500	14,871.39		
	01 -5431212	FUEL EXPENSE	18.85	19,639	17,405.82		
	01 -5431326	INTERNET SERVICE	188.85	2,800	2,422.30		
	01 -5431331	EMPLOYEE TRAVEL & TRAININ	201.00	10,500	8,354.00		
	01 -5432202	OPERATING SUPPLIES	883.15	15,000	10,563.58		
	01 -5432203	REPAIR & MAINT SUPPLIES	137.85	7,500	5,976.91		
	01 -5432330	DUES & SUBSCRIPTIONS	40.00	1,500	1,460.00		
	01 -5542202	OPERATING SUPPLIES	203.94	5,000	2,890.62		
	01 -5542203	REPAIRS & MAINT SUPPLIES	4,010.10	53,600	41,113.50		
	01 -5542308	CONTRACTED SERVICES	555.00	14,000	9,554.54		

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
01	-5542316	REPAIRS & MAINTENANCE	195.00	18,000	16,805.00		
01	-5542328	INTERNET SERVICE	72.95	2,000	1,702.80		
01	-5542330	DUES & SUBSCRIPTIONS	15.00	600	500.00		
01	-5542331	EMPLOYEE TRAVEL & TRAININ	980.01	1,400	219.99		
01	-5543202	OPERATING SUPPLIES	534.98	11,500	7,254.41		
01	-5543203	REPAIRS & MAINT SUPPLIES	712.68	13,000	10,644.30		
01	-5543206	CHEMICALS	8,480.00	17,500	9,020.00		
01	-5544202	OPERATING SUPPLIES	338.32	20,300	15,863.47		
01	-5544308	CONTRACT LABOR	925.00	29,600	25,475.00		
01	-5547203	REPAIRS & MAINT SUPPLIES	690.00	12,000	8,775.00		
01	-5548203	REPAIRS & MAINTENANCE SUPP	687.42	50,000	41,422.73		
01	-5548316	REPAIRS & MAINTENANCE	196.00	10,000	102.59		
01	-5652318	ABATEMENTS	150.00	12,000	10,400.00		
01	-5652336	FEES	72.00	2,500	2,000.00		
01	-5653213	SAFETY SUPPLIES	542.74	7,000	3,875.94		
01	-5653215	AWARDS PROGRAM	25.00	9,000	7,175.00		
01	-5653317	ADVERTISING & PRINTING	10.00	1,400	1,015.00		
01	-5653331	EMPLOYEE TRAVEL & TRAININ	222.55	2,000	1,478.45		
01	-5653348	DRUG TESTING/PHYSICALS	50.00	8,000	5,233.00		
01	-5665203	REPAIR & MAINT SUPPLIES	337.07	75,000	64,430.42		
01	-5665204	SMALL TOOLS	39.70	2,500	1,591.68		
01	-5665218	STREET REPAIRS & MAINTENAN	4,876.86	240,000	190,300.45		
01	-5665328	INTERNET SERVICE	82.95	1,510	1,192.80		
02	-5216202	OPERATING SUPPLIES	906.06	18,300	15,812.58		
02	-5216302	CONSULTANTS	450.00	5,400	0.00		
02	-5216336	FEES	293.16	4,500	3,913.68		
02	-5267302	CONSULTANTS	803.98	25,000	15,000.00		
02	-5267313	ELECTRIC UTILITY	686.95	505,000	456,630.36		
02	-5267315	TELEPHONE UTILITY	1,558.32	50,000	39,411.07		
02	-5267322	LIABILITY INSURANCE/BONDS	150.07	51,000	26,027.26		
02	-5267521	CDBG LOAN #8908	1,145.83	13,750	10,312.51		
02	-5864308	CONTRACTED LANDFILL SERVIC	8,783.16	60,000	29,204.37		
02	-5864510	LEASE PAYMENTS	8,524.37	102,293	76,719.89		
02	-5866230	RECYCLING CENTER EXPENSE	58.69	7,000	5,500.00		
02	-5871202	OPERATING SUPPLIES	347.57	3,000	1,952.43		
02	-5973203	REPAIRS & MAINT SUPPLIES	7,818.95	65,000	31,265.63		
02	-5973304	LAB TESTING	1,907.94	38,100	23,907.00		
02	-5973316	REPAIRS & MAINTENANCE	2,535.97	45,000	27,044.31		
02	-5973328	INTERNET SERVICE	62.95	750	624.10		
02	-5974203	REPAIRS & MAINT SUPPLIES	5,738.63	63,000	26,033.60		
02	-5974206	CHEMICALS	38,832.98	381,200	247,721.40		
02	-5974304	LAB TESTING	2,993.25	35,000	19,231.05		
02	-5974316	REPAIRS & MAINTENANCE	12,476.73	60,000	41,242.48		
02	-5974317	ADVERTISING/PRINTING/POSTA	246.46	2,000	1,219.78		
02	-5974329	DEQ FEES	62.00	7,000	6,336.00		

\*\* 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	-5974331	EMPLOYEE TRAVEL & TRAININ	34.33	1,000	760.67		
02	-5975218	STREET REPAIRS & MAINTENAN	8,728.77	115,000	68,800.00		
02	-5975230	SEWER MAIN REPAIR	9,384.74	36,750	23,255.38		
02	-5975235	WATER MAIN REPAIR	4,481.00	85,750	65,687.85		
02	-5975328	INTERNET SERVICE	114.05	1,500	1,271.90		
02	-5975329	DEQ FEES	186.00	2,000	1,384.00		
02	-5975331	EMPLOYEE TRAVEL & TRAININ	10.72	2,000	1,169.28		
03	-5876313	ELECTRIC UTILITY	5,487.64	11,770	6,282.36		
03	-5876315	TELEPHONE UTILITY	27.13	300	245.74		
03	-5876322	INSURANCE/BONDS	7.26	19,540	8,156.56		
03	-5876511	FNS LOAN #119817 PAYMENTS	2,510.00	30,300	24,230.24		
08	-5549308	CONTRACT SERVICES	606.89	17,000	14,362.50		
08	-5549315	TELEPHONE UTILITY	218.79	2,400	1,954.88		
08	-5549322	LIABILITY INSURANCE/BONDS	31.47	5,270	3,673.95		
09	-5864327	SUB TITLE D EXPENSE	2,730.00	87,700	74,469.00		
24	-5876401	CAPITAL OUTLAY	307.55	87,700	87,392.45		
27	-5655214	TOURISM EXPENSE	3,337.63	30,000	1,367.37		
27	-5655352	MISC PRIDE IN MCALESTER	2,300.00	27,600	23,000.00		
27	-5655353	MAIN STREET PROGRAM	1,050.00	12,600	10,500.00		
28	-5654202	OPERATING SUPPLIES	55.46	5,000	4,459.50		
28	-5654203	REPAIR & MAINT SUPPLIES	2,601.06	20,000	15,423.13		
28	-5654224	CATERING	51.22	1,000	900.00		
28	-5654313	ELECTRIC UTILITY	6,413.02	65,000	51,749.38		
28	-5654315	TELEPHONE UTILITY	108.52	3,660	2,122.96		
28	-5654316	REPAIRS & MAINTENANCE	75.00	22,000	17,814.00		
28	-5654317	ADVERTISING & PRINTING	212.50	5,000	3,612.50		
28	-5654322	LIABILITY INSURANCE/BONDS	29.05	30,168	7,252.23		
28	-5654330	DUES & SUBSCRIPTIONS	445.00	750	255.00		
29	-5324308	CONTRACTED SERVICES	9,950.00	95,000	85,050.00		
29	-5324315	TELEPHONE UTILITY	2,706.19	95,000	88,339.48		
29	-5324316	REPAIRS-MAINTENANCE	66.00	8,000	6,634.00		
29	-5324322	LIABILITY INSURANCE/BONDS	12.10	8,000	7,075.23		
30	-5211352	MISC PRIDE IN MCALESTER	2,300.00	27,600	23,000.00		
30	-5211353	MAIN STREET PROGRAM	1,050.00	12,600	10,500.00		
30	-5211360	ECONOMIC DEVELOP. SERVICES	15,389.41	199,452	168,673.18		
30	-5211510	CDBG / EDIF DURALINE LOAN	282.50	3,390	2,542.50		
35	-5862202	OPERATING SUPPLIES	60.95	2,000	1,335.19		
35	-5862203	REPAIRS & MAINTENANCE SUPP	35,062.68	378,972	261,957.08		
35	-5862204	SMALL TOOLS	3,939.00	5,000	711.00		
35	-5862315	TELEPHONE UTILITY	54.26	830	721.48		
38	-5215520	AGENT FEES	2,500.00	15,000	8,000.00		
41	-5865510	LEASE PAYMENTS	3,378.84	40,547	30,410.48		
41	-5975402	WATER TREATMENT PLANT IMPR	17,280.00	1,163,500	748,581.00		
** 2011-2012 YEAR TOTALS **			310,501.26				

NO ERRORS

\*\* END OF REPORT \*\*

PACKET: 07076 CLAIMS FOR 9/13/2011

VENDOR SET: 01

BANK : FNB FIRST NATIONAL BANK

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

FUND	PERIOD	AMOUNT
01	8/2011	6,155.52CR
01	9/2011	63,717.99CR
02	8/2011	2,478.05CR
02	9/2011	116,845.58CR
03	8/2011	5,514.77CR
03	9/2011	2,517.26CR
08	8/2011	218.79CR
08	9/2011	638.36CR
09	9/2011	2,730.00CR
24	9/2011	307.55CR
27	9/2011	6,687.63CR
28	8/2011	6,521.54CR
28	9/2011	3,469.29CR
29	8/2011	2,706.19CR
29	9/2011	10,028.10CR
30	9/2011	19,021.91CR
35	8/2011	54.26CR
35	9/2011	39,062.63CR
38	9/2011	2,500.00CR
41	9/2011	22,958.84CR
=====		
ALL		314,134.26CR

## City of McAlester Payment Summary by Department

All Summary Types Reported  
Reporting Level: 3 / Break after level(s): 1

September 01, 2011  
Report Categories: AGIMODPR  
Claim Status: Open and Closed

<u>Location/Department</u>	<u>Total Paid Prior Month</u> 8/1/2011 To 8/31/2011	<u>Total Paid Fiscal Year</u> 07/01/2011 To 8/31/2011
Planning/Community Developmen	0.00	\$63.00
Parks	110.98	\$535.13
EMS	287.74	\$373.76
Fire	205.89	\$687.50
Animal Control	1,547.18	\$1,547.18
Patrol	30,106.54	\$63,999.77
Facility Maint.	32.52	\$32.52
Fleet Maint	3,230.63	\$7,180.00
Refuse Collection	851.62	\$1,517.62
Streets	881.40	\$881.40
Utility Maintenance	33.45	\$81.70
Water Treatment	0.00	\$342.13
<b>Totals for City of McAlester</b>	<b>\$37,287.95</b>	<b>\$77,241.71</b>

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

A resolution of the City of McAlester which supports the protection and maintenance of existing rail lines, and the reopening of the rail line between Shawnee, Oklahoma and McAlester, Oklahoma.

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**WHEREAS**, the advancement and continued economic growth is imperative to the state of Oklahoma and McAlester, and;

**WHEREAS**, the City of McAlester fully realizes the importance of the our state's transportation links, along with the opportunities which are created by rail lines, and;

**WHEREAS**, economic prosperity and growth will be better supported to areas with these rail infrastructures being improved, and;

**WHEREAS**, fully utilizing the existing rail lines will increase access to markets for businesses served by this link, and;

**WHEREAS**, improved maintenance, repair, and revitalization of the Oklahoma rail lines will help relieve traffic congestion, reduce public safety hazards and diminish the amount of deterioration placed on our highways by heavy freight truck traffic, and;

**WHEREAS**, it has been clearly identified that businesses who are currently being served by rail, could see additional business benefits by reopening the Shawnee to McAlester line, and;

**WHEREAS**, business and commerce could be enriched and enhanced to communities where the rail service is now disrupted due to the rail lines being inoperable, and;

**WHEREAS**, the City of McAlester feels such improvements would most certainly act as a catalyst for additional business expansion, development of new business opportunities and the ability to attract more capital investment within these communities, and that supporting such a project would clearly fall within the parameters of the mission of this City.

**NOW, THEREFORE, BE IT RESOLVED** by the City of McAlester respectfully requests that the Oklahoma Department of Transportation continue with its plans to seek federal funding which would allow for the reopening of the rail line between Shawnee and McAlester, Oklahoma.

**PASSED and APPROVED** at the regular meeting of the City Council of the City of McAlester, Oklahoma, and duly signed by the Mayor this 23rd day of August, 2011.

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

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

**ATTEST:**

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

## **Memorandum of Understanding**

**Between the**

**City of McAlester (City)**

**and**

**Ki Bois Community Action Foundation, Inc. (Ki Bois)**

### **Parties**

This Memorandum of Understanding sets out the proposed partnership between City of McAlester and the Ki Bois Community Action Foundation, Inc. for the development of a Recycling Cardboard Program for the City of McAlester. The Parties hereby agree to work cooperatively within the framework of this Memorandum of Understanding (“MOU”) to promote smart growth and a revitalized landscape within the City.

The purpose of this MOU is to specify the roles and responsibilities of the participating parties in order to promote legally prescribed effective information sharing, referral processes and data tracking associated with the implementation of the cardboard recycling program.

### **Background**

Ki Bois community Action Foundation, Inc. KARE program provides developmentally disabled adults with an opportunity for employment. The program is designed to assist individuals with developmental disabilities in locating a job in their community. Serving Latimer, Haskell, LeFlore and Pittsburg counties,

Ki Bois Community Action works with local Industrial Authorities to locate new industries in the county to expand existing ones.

Ki Bois already have in place a successful cardboard recycling center in Poteau and Wilburton.

Ki Bois Operation Jobs was named "Vocational Agency of the Year" in 1999 by the Association for Persons in Supported Employment.

### **Purpose of Collaboration**

1. To develop a cardboard recycling program for the City of McAlester and its industries/businesses.
2. Recognizing the need to conserve our valuable resources, save dwindling landfill space, and promote active conservation throughout the City of McAlester.
3. An underlying premise of this partnership is the urban environment that will be improved through this partnership.

4. The benefits will include job growth and improved quality of life for the City's residents as well as broader environmental benefits from improved land use management and the principles of sustainable development.
5. This memorandum represents a voluntary, good faith and transparent partnership between the City of McAlester and Ki Bois Community Action Foundation, Inc.
6. This agreement is meant to promote the concept of product stewardship, which asks industries/businesses to reduce the environmental impact of cardboard on the environment.

**Obligations**

**City of McAlester agrees to:**

1. The City of McAlester will provide the one Cardboard Bailer it currently owns in working condition and deliver it to 609 E. Peoria, McAlester, Ok 74501.
2. Will provide insurance on the City's Cardboard Bailer.
3. The City of McAlester will provide maintenance on City equipment at the City's discretion due to funding.

**Ki Bois Community Action Foundation, Inc. agrees to:**

1. Will provide an additional Cardboard Bailer and will service and maintain its own equipment.
2. Will provide a recycling location at 609 E. Peoria, McAlester, Ok 74501 known as Ki Bois Area Rural Enterprises.
3. Will pour a concrete pad at recycling location.
4. Will provide a cover for the pad at the recycling location.
5. Will be responsible for security of property at recycling location.
6. Will provide 3-phase wiring at the recycling location.
7. Will provide lighting at the recycling location.
8. Will secure a hauling company to pickup cardboard at the designated areas.
9. Will provide a job coach, who will provide proper training and assist the individual on the skills needed to perform his or her job. As the individual increases his or her knowledge, the job coach is gradually faded from the individual.

10. Provide employees and each individual placed will be paid for the job they perform by Ki Bois. All such persons shall be considered to be employees of Ki Bois. Nothing herein shall create an employment relationship with the City of McAlester and the City will not direct the manner in which work is performed.
11. Will agree to pay 25% of the profit to the City of McAlester for providing the cardboard bailer.

### **Contact Information**

#### **City of McAlester Contact:**

Mr. Peter J. Stasiak  
Acting City Manager  
28 E. Washington Avenue  
McAlester, Ok 74501  
Phone: (918) 423-9300 ext. 4982  
Fax: (918) 421-4970  
Email: [peter.stasiak@cityofmcalester.com](mailto:peter.stasiak@cityofmcalester.com)

#### **Ki Bois Community Action, Inc. Contact**

Mr. R. Carroll Huggins  
Executive Director/CEO  
P.O. Box 727  
Stigler, Ok 74462  
Phone: (918) 967-3325 or (800) 299-4479  
Fax: (918) 967-8660  
Email: [carroll.huggins@kibois.org](mailto:carroll.huggins@kibois.org)

### **Term and Termination**

This MOU shall be reviewed annually. It will become effective on September 1, 2011, upon the signed approval of the City Council and party, and will remain in effect until September 1, 2012. Amendments to this MOU must be provided to the City Council and upon signing will become effective upon the signature of both parties.

Each party may terminate this MOU by giving a minimum of thirty - (30) days advance written notice to all parties.

### **Creates No Binding Obligation – Hold Harmless**

Nothing contained in this Memorandum of Understanding is intended to create a legally binding obligation or rights on any signatory hereto or any third party not a signatory to this agreement. Notwithstanding any language used herein that may give rise to a contrary implication, this document creates no legal rights or obligation.

Each party shall defend, indemnify, and hold harmless the other party of its officers, agents, employees and representatives from any and all losses, liability, damages, claims, suits, action and administrative proceedings, and demand and all expenditures and cost relating to acts of

negligence or omissions of its officers agents or employees arising out of or incidental to the performance of any of the provisions of this MOU.

**Execution of MOU**

Once this Memorandum of Understanding has been approved by the City Council of the City of McAlester, it will be presented to Ki Bois Community Action Foundation, Inc. and to the City of McAlester Mayor for signature.

EXECUTED as a Memorandum of Understanding (MOU)

Signed for and on behalf of the  
City of McAlester:

FOR THE CITY OF MCALESTER

\_\_\_\_\_  
MAYOR KEVIN E. PRIDDLE  
CITY OF MCALESTER

\_\_\_\_\_  
DATE

Signed for and on behalf of the  
KIBOIS Community Action Foundation, Inc.

FOR THE Ki Bois COMMUNITY ACTION FOUNDATION, INC.

\_\_\_\_\_  
R. CARROLL HUGGINS  
EXECUTIVE DIRECTOR/CEO

\_\_\_\_\_  
DATE

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
CORA MIDDLETON  
CITY CLERK  
CITY OF MCALESTER

\_\_\_\_\_  
DATE

## LEASE AGREEMENT

This lease is made and entered into this 1<sup>st</sup> day of July 2011, between McALESTER REGIONAL AIRPORT AUTHORITY and CITY OF McALESTER, McAlester, Oklahoma hereinafter referred to as "Lessor" and EASTOK hereinafter referred to as "Lessee".

Lessor agrees to lease to the lessee Corporate Hanger No. 30 located at the McAlester regional Airport in McAlester, Oklahoma for a term of one year beginning July 1, 2011 and ending on June 30, 2012.

Lessee agrees to lease Corporate Hanger No. 30 Located at McAlester Regional Airport in McAlester, Oklahoma from Lessor for a term of one year from July 1, 2011 until June 30, 2012.

The Lessee shall pay the Lessor as rent the sum of \$1,700.00 per month with the first payment due on July 1, 2011 and the same amount due on the first day of each month thereafter during the term of this lease

Lessor shall furnish water to Lessee at Hanger No. 30 during the term of this lease.

Lessee shall pay for all electric service during the term of this lease and shall be responsible for any damages that Lessee causes to Hanger No. 30.

Lessee shall have the option to renew this lease for an additional one year by giving 60 days notice prior to the end of this lease to Lessor. The monthly rent for the renewal shall be negotiated between Lessor and Lessee.

At the end of this lease Lessee shall deliver immediate possession of the property to Lessor



## **BUSINESS CUSTOMER SERVICE AGREEMENT**

**THIS BUSINESS CUSTOMER SERVICE AGREEMENT** (this "Agreement"), dated August \_\_\_\_, 2010 (the "Effective Date"), is by and between United States Cellular Corporation on behalf of its operating licensed affiliate doing business as U.S. Cellular in the Home Market ("USCC"), and the City of McAlester on behalf of its employees and permitted subsidiaries and affiliates ("Customer").

**WHEREAS**, Customer desires to purchase wireless telecommunication services and equipment from USCC; and

**WHEREAS**, USCC is willing to provide Customer with wireless telecommunication services and equipment in accordance with the provisions and conditions set forth herein.

**NOW, THEREFORE**, the parties agree as follows:

**1. DEFINITIONS.**

- (a) "Equipment" means wireless telephone and data equipment purchased by Customer from USCC or otherwise provided to Customer by USCC for use in connection with Service.
- (b) "Home Market" means the market in which the U.S. Cellular switch to which your account is assigned at the time your service is established ("Home Market").
- (c) "Service" means the wireless telecommunication services (including, without limitation, voice and data services) that USCC will provide to Customer pursuant to this Agreement.

**2. PROVISION OF SERVICE.**

(a) USCC shall provide and Customer shall purchase Service and Equipment pursuant to the terms and conditions set forth in this Agreement. Service is available to Equipment only when such Equipment is within the operating range of Service as set forth in USCC's standard coverage maps. The standard coverage maps as of the Effective Date are attached hereto as Exhibit A. Such maps may be updated periodically by USCC. Service is furnished for Customer's use only. Customer may not resell Service to third parties.

(b) **Data Services.** Customer's use of the data services portion of Service (currently known as **easyedge<sup>sm</sup>** Phone Service), specifically

excluding any BlackBerry products or services, shall be governed by this Agreement and the Wireless Data (powered by BREW) End User License Agreement attached hereto as Exhibit B.

**(c) BlackBerry® Services.**

i. Customer's use of any BlackBerry portion of the Service shall be governed by this Agreement and the applicable RIM License(s). For purposes of this Agreement, "RIM License(s)" means the then current standard software license(s), in whatever form or medium provided by Research In Motion Corporation, a Delaware corporation and/or Research In Motion Limited, an Ontario corporation (individually and collectively, "RIM"), in conjunction with the "BlackBerry" wireless handset device and related services, including but not limited to the BlackBerry Enterprise Server ("BES") Software License and BlackBerry End User/Software License Agreements provided with the BES software and BlackBerry Wireless handset devices, respectively. A current set of versions of RIM License(s) can be found at <http://www.rim.com/legal/index.shtml>. As a condition to receiving any BlackBerry portion of the Service, Customer shall agree to and comply with the RIM License(s). Customer shall be responsible for ensuring that any end user using the BlackBerry portion of the Service through Customer agree to the applicable RIM License(s) as may be required by RIM.

ii. Customer shall be solely responsible for the selection, implementation, and performance of any third party equipment, software and telecommunication equipment and services (including, without limitation, Internet email connectivity) used in connection with the BlackBerry portion of the Service. Customer shall be responsible for insuring that the computer equipment and email system used by Customer in connection with the BlackBerry portion of the Service meets USCC's and RIM's minimum standards for interoperability including, without limitation, those with respect to memory requirements, processing speed, the choice of email server and client software, and the use of dedicated Internet access for accessing Internet email.

**(d)** USCC may impose usage or service limits, suspend service or block certain categories of transmissions in its sole discretion to protect its customers or its business. Customer may not use the service for any unlawful, improper, harassing or abusive purpose or in such a way that interferes with USCC's network, business operations, employees or customers.

**3. Customer Support.**

USCC shall provide Customer with a major account support team and customer support as set forth in Exhibit C.

**4. RATES AND CHARGES.**

(a) Customer shall pay for Service at the rates set forth in Exhibit D. Customer shall also pay applicable additional fees and charges including, without limitation, regulatory cost recovery charges (e.g., Universal Service Fund, Enhanced 911, and Wireless Number Portability), surcharges, and taxes. Customer acknowledges that such additional fees and charges are subject to change without prior notice.

(b) With respect to the BlackBerry portion of the Service, if any, Customer shall pay the rates set forth in the attached Exhibit E.

(c) USCC reserves the right to pass through to Customer with prior written notice any increased cost imposed on USCC by RIM with respect to Customer's usage of the BlackBerry portion of the Service. Customer agrees to pay any such cost passed through by USCC.

(d) If Customer desires to purchase any services offered by USCC for which rates are not set forth in Exhibit D or Exhibit E, then upon request from Customer, USCC shall provide to Customer a written offer setting forth the applicable rates and charges therefor. If Customer accepts such offered rates and charges, USCC shall provide such services which shall thereafter be deemed to be part of the Service.

**5. EQUIPMENT.**

(a) USCC shall sell wireless handset Equipment to Customer at the prices set forth in Exhibit F for each Eligible Upgrade and for each new line of Service activated by Customer. An "Eligible Upgrade" shall mean Customer's first upgrade of wireless handset Equipment for a line of Service after completing 18 months of Service on such line. Except for Eligible Upgrades and new activations, all other purchases or upgrades of wireless handset Equipment shall be at full retail price.

(b) At Customer's option, Customer may change the Service rate plan for any of its then-existing Equipment to any other Service rate plan set forth on Exhibit D, provided that such Equipment is compatible with the chosen Service rate plan.

(c) USCC shall sell RIM wireless handset Equipment to Customer at the prices set forth in Exhibit G hereto.

6. **BILLING AND PAYMENT.**

USCC shall bill Customer on a monthly basis for all amounts due hereunder. **Billing for some calls made/received by Customer outside of Customer's Home Market may occur after the close of the regular billing cycle. Typically this occurs when Customer makes/receives calls late in the billing cycle outside of the Home Market such as when Customer is roaming on another carrier's network or is making/receiving calls on a USCC network other than the Home Market. When this occurs, the minutes used, and associated charges, will be applied against Customers monthly calling plan in the month that the usage appears on the bill rather than the month the calls actually occurred.** USCC may charge a late fee of 18% per annum for any amount not paid when due. Except where prohibited by law, Customer agrees to reimburse USCC for all costs (including, without limitation, reasonable attorneys' fees, collection fees and similar expenses) incurred by USCC in connection with the collection of amounts due from Customer hereunder.

7. **COVERAGE.**

Customer acknowledges that Service may be interrupted or unavailable due to atmospheric or topographical conditions, governmental regulations or orders, or system capacity limitations. Representations of coverage by USCC or its agents are not guarantees. Customer also acknowledges that the BlackBerry portion of the Service may be interrupted or unavailable due to the failure of third party suppliers or the termination of one of more third party supplier relationships including, without limitation, that with RIM

8. **TERM AND TERMINATION.**

(a) **Term.** Unless terminated earlier as provided herein, the initial term of this Agreement shall commence as of the Effective Date and shall expire on June 30, 2011, The term of this Agreement shall renew thereafter for a single one year (each a "Renewal Term") unless either party notifies the other party in writing of its intent not to renew this Agreement, and such notice is provided at least five days prior to the expiration of the Initial Term.

(b) **Termination.** Either party (the "Nondefaulting Party") may terminate this Agreement if the other party (the "Defaulting Party"): (i) is or becomes insolvent; (ii) makes an assignment for the benefit of creditors, or a receiver is appointed to take charge of all or any part of the Defaulting

Party's assets or business; (iii) is the subject of a bankruptcy, whether voluntary or involuntary; or (iv) materially breaches any of its obligations under this Agreement, and such breach is not cured within ten days after the Nondefaulting Party notifies the Defaulting Party in writing of such breach. USCC may immediately terminate the BlackBerry portion of the Service (x) if USCC is prevented from providing such portion of the Service by any law, regulation, requirement or ruling issued in any form whatsoever by judicial or other government authority, (y) upon termination of any third party relationship that affects such portion of the Service including, without limitation, termination of USCC's relationship with RIM, or (z) if Customer fails to comply with any applicable RIM License.

(c) **Early Termination Fees.** If this Agreement or any line of Service is terminated during the Initial Term for any reason other than USCC's material breach of this Agreement or for reasons set forth in Section 7(b)(x) or Section 7(b)(y) above, Customer will be assessed an early termination fee of \$150.00 per terminated line of Service. Starting in the 5<sup>th</sup> month after the line of Service is activated, the ETF will be reduced by \$7.50/month (24 month Initial Term) or \$18.50/month (12 month Initial Term).

(d) **Consequences of Termination.** Upon termination or expiration of this Agreement: (i) Customer shall pay all amounts due hereunder to USCC; (ii) USCC shall cease to provide Service hereunder; and (iii) Sections 7 and 9 through 19, as well as any other provision that should naturally extend beyond the termination or expiration of this Agreement, shall survive such expiration or termination of this Agreement for any reason.

9. **THEFT.**

If any Equipment is lost, stolen or otherwise absent from Customer's possession and control, Customer is responsible for all charges until Customer reports the loss, theft, or other occurrence to USCC. USCC may require Customer to provide USCC with a police report or sworn statement verifying the loss or theft before waiving any charges. No such report shall be deemed to be a notice of termination of this Agreement.

10. **ARBITRATION.**

ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION AT THE REQUEST OF EITHER PARTY PURSUANT TO THE WIRELESS INDUSTRY ARBITRATION RULES AS MODIFIED BY THIS AGREEMENT AND AS ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). THE

AMERICAN ARBITRATION ASSOCIATION SHALL ADMINISTER THE ARBITRATION AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. BOTH PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS A TRANSACTION INVOLVING INTERSTATE COMMERCE, AND IS THEREFORE GOVERNED BY THE FEDERAL ARBITRATION ACT. BY AGREEING TO ARBITRATION, BOTH PARTIES ARE WAIVING THEIR RIGHT TO LITIGATE IN COURT INCLUDING ANY RIGHT TO A JURY TRIAL. UNLESS USCC AND CUSTOMER OTHERWISE MUTUALLY AGREE, ALL HEARINGS UNDER SUCH ARBITRATION SHALL TAKE PLACE IN THE COUNTY OF YOUR BILLING ADDRESS. AT YOUR OPTION, YOU MAY BRING AN ACTION AGAINST US IN SMALL CLAIMS COURT, NOTWITHSTANDING THIS AGREEMENT. THE PARTIES AGREE THAT ALL CLAIMS, WHETHER IN ARBITRATION OR IN SMALL CLAIMS COURT, SHALL BE TREATED INDIVIDUALLY AND THERE SHALL BE NO CONSOLIDATION OF CLAIMS, CLASS ACTIONS, REPRESENTATIVE ACTIONS OR PRIVATE ATTORNEY GENERAL ACTIONS. THIS PROVISION REQUIRING INDIVIDUAL TREATMENT OF ALL CLAIMS IS NOT SEVERABLE AND SHOULD THIS PROVISION BE DEEMED UNENFORCEABLE AT ANY TIME BY ANY ARBITRATOR OR BY ANY COURT OF COMPETENT JURISDICTION, THIS ARBITRATION CLAUSE SHALL BE NULL AND VOID IN ITS ENTIRETY. THIS ARBITRATION AGREEMENT SURVIVES THE TERMINATION OF THIS SERVICE AGREEMENT. FOR ADDITIONAL INFORMATION ON COMMENCING ARBITRATION AND HOW THE ARBITRATION PROCESS WORKS, YOU MAY CALL THE AMERICAN ARBITRATION ASSOCIATION AT 800-778-7879 OR VISIT THEIR WEBSITE AT WWW.ADR.ORG.

11. **CERTIFICATE OF AUTHORITY.**

If Customer is a person, firm, or organization other than the individual user of the Service, the individual agreeing to this Agreement on behalf of such Customer hereby certifies having authority to agree on behalf of Customer.

12. **LIMITS OF LIABILITY.**

USCC'S LIABILITY REGARDING CUSTOMER'S USE OF THE SERVICES OR RELATED EQUIPMENT, OR THE FAILURE OF OR INABILITY TO USE THE SERVICE OR EQUIPMENT, IS LIMITED TO THE CHARGES CUSTOMER INCURS FOR THE APPLICABLE SERVICE OR EQUIPMENT DURING THE AFFECTED PERIOD. THIS MEANS USCC IS NOT LIABLE FOR ANY INCIDENTAL,

INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST BUSINESS OPPORTUNITIES), PUNITIVE OR EXEMPLARY DAMAGES, OR ATTORNEYS' FEES.

13. **DISCLAIMER OF WARRANTIES.**

USCC MAKES NO WARRANTY REGARDING THE SERVICES, EQUIPMENT OR SOFTWARE AND DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. USCC IS NOT RESPONSIBLE FOR CIRCUMSTANCES BEYOND ITS CONTROL, INCLUDING WITHOUT LIMITATION, ACTS OR OMISSIONS OF OTHERS, ATMOSPHERIC CONDITIONS, OR ACTS OF GOD. USCC DOES NOT MANUFACTURE EQUIPMENT OR SOFTWARE, AND CUSTOMER'S ONLY WARRANTIES AND REPRESENTATIONS WITH RESPECT TO EQUIPMENT OR SOFTWARE ARE THOSE PROVIDED BY THE MANUFACTURER (WITH RESPECT TO WHICH USCC HAS NO LIABILITY WHATSOEVER). USCC SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY END USER FOR ANY PORTION OF THE SERVICE PROVIDED BY RIM, ITSELF OR THROUGH OR IN CONJUNCTION WITH USCC, OR FOR THE ACCURACY, TIMELINESS OR CONTINUED AVAILABILITY OF ANY SUCH SERVICE. USCC SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY END USER FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION WITH RESPECT TO ANY ELEMENT OF THE BLACKBERRY PORTION OF THE SERVICE PROVIDED BY ANY THIRD PARTY INCLUDING, WITHOUT LIMITATION, BY RIM, THROUGH OR IN CONJUNCTION WITH USCC. IN ADDITION, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, USCC SPECIFICALLY DISCLAIMS THE SUITABILITY OF THE SERVICE FOR USE IN MISSION CRITICAL APPLICATIONS OR IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL SAFE CONTROLS, INCLUDING WITHOUT LIMITATION, OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL AND LIFE SUPPORT OR WEAPONS SYSTEMS.

14. **ASSIGNMENT.**

Neither party shall have the right to assign or transfer its rights or obligations pursuant to this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign or transfer this Agreement to a successor as a result of a merger,

consolidation, acquisition, reorganization or sale of all or substantially all of such party's assets without the prior consent of the other party. No such assignment or transfer shall have the effect of increasing the obligations of either party under this Agreement. The terms and conditions of this Agreement will inure to the benefit of, and shall be binding upon, each party's successors and permitted assigns.

**15. ENTIRE AGREEMENT AND AMENDMENT.**

This Agreement is the entire agreement between Customer and USCC. This Agreement supersedes any inconsistent or additional promises made to Customer by any employee or agent of USCC, including but not limited to any customer service agreement between USCC and any affiliate or subsidiary of Customer. Except as otherwise provided herein, this Agreement may not be modified or amended or any rights of a party to it waived except in a writing signed by duly authorized representatives of the parties hereto.

**16. GOVERNING LAW.**

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois. In the event of any conflict between this Agreement and the applicable laws or tariffs of any local, state or federal body, such laws or tariffs shall control to the extent applicable. All Exhibits to this Agreement are hereby incorporated into and made a part of this Agreement.

**17. NO WAIVER; SEVERABILITY.**

USCC's failure to enforce any right or remedy available under this Agreement is not a waiver. If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in force.

**18. NOTICE.**

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given when either personally served or after 3 business day if mailed by certified, registered mail, return receipt requested, or after 1 business day if delivered by a reputable overnight delivery service, or by facsimile transmission to:

**USCC:**  
Attn: Kenneth Wills  
4700 S. Garnett Rd.  
Tulsa, OK 74146

**Customer:**  
Attn: Peter Stasiak  
City of McAlester  
28 E. Washington  
McAlester, OK 74501  
Fax #: (918)421-4971

**With a copy to:**

United States Cellular Corporation  
Attn: Legal and Regulatory Affairs  
8410 West Bryn Mawr  
Chicago, IL 60631  
FAX #: (773)864-3133

and to:

Stephen P. Fitzell, Esq.  
Sidley Austin LLP  
One S. Dearborn Street  
Chicago, IL 60603  
FAX #: (312)853-7036

If either party changes its address during the Term, it shall so advise the other party in writing, and all notices thereafter required to be given shall be sent to such new address.

**19. COMPLIANCE WITH LAW.**

Each party shall comply with all applicable laws, rules and regulations in its performance hereunder.

**20. PUBLICITY AND ADVERTISING.**

Neither party shall, without the prior written consent of the other party: (i) use any name, trade name, trademark, service mark or symbol of the other party in advertising, publicity or otherwise, or (ii) represent, directly or indirectly, that any Service or Equipment provided by such party has been approved or endorsed by the other.

**21. IN BUILDING REPEATER SYSTEMS.**

Customer acknowledges that, pursuant to Section 22.383 of the FCC's Rules (47 C.F.R. Section 22.383), only FCC licensees are authorized to install and operate any "in building radiation systems" or "in building repeater systems" as defined in Section 22.99 of the FCC's Rules (47 C.F.R. Section 22.99) and that the installation and operation of any such system can take place only with USCC's consent and under its supervision and control. During the term of this Agreement, Customer shall not install on its premises any such system without USCC's prior written consent.

22. **AFFILIATES AND SUBSIDIARIES.**

Upon request by Customer and subject to USCC's written approval, which may be withheld in its sole discretion, Customer's affiliates and subsidiaries may purchase Service or Equipment from USCC pursuant to the terms and conditions of this Agreement. Customer shall guarantee the performance of its approved affiliates and subsidiaries obligations under this Agreement.

23. **CREDIT INFORMATION.**

Customer authorizes business references or consumer and credit agencies to furnish USCC with credit records, ratings, and history.

24. **CONFIDENTIALITY.**

(a) **Confidential Information.** "Confidential Information" means with respect to a party hereto, this Agreement, together with all business or technical information or materials of such party provided hereunder. Confidential Information shall not include information or material that the receiving party demonstrates: (i) was known to the receiving party prior to the Effective Date free of any obligation of nondisclosure; (ii) was in the public domain prior to the date received by a receiving party hereunder or which subsequently came into the public domain through no fault of the receiving party; (iii) was lawfully received by the receiving party from a third party free of any obligation of nondisclosure; or (iv) was independently developed by the receiving party, employees, consultants or agents without reference to any Confidential Information of the disclosing party.

(b) **Maintaining Confidentiality.**

The parties shall:

(i) hold all Confidential Information in strict confidence and not disclose it to others or use it any way except in performing the receiving party's obligations under this Agreement; and

(ii) take all action reasonably necessary to protect the confidentiality of the Confidential Information including, without limitation, implementing and enforcing operating procedures to minimize the possibility of unauthorized use or copying of the Confidential Information.

(c) **Ownership and Return of Confidential Information.** Confidential Information furnished to the receiving party by the disclosing party will be and shall remain solely the property of the disclosing party. The receiving party agrees to return all Confidential Information and any materials or

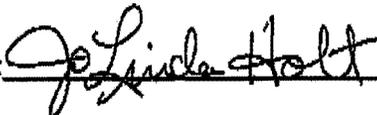
other property provided by the disclosing party promptly, at the disclosing party's request or upon termination of this Agreement, whichever occurs first. The receiving party agrees not to retain any Confidential Information of the disclosing party or reproductions thereof, or other such property or materials, after such request or termination.

**(d) Required Disclosures.** Notwithstanding the foregoing, the receiving party may disclose the disclosing party's Confidential Information to the extent that the receiving party is required by any subpoena or other lawful process.

\* \* \* \* \*

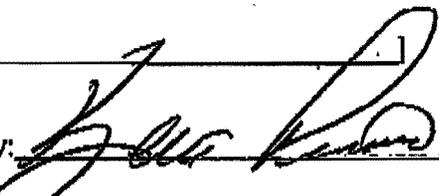
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**UNITED STATES CELLULAR CORPORATION**

By: 

Name: JoLinda Holt

Title: Direct Sales Manager

[  ]

Name: Kevin E. Priddle

Title: Mayor

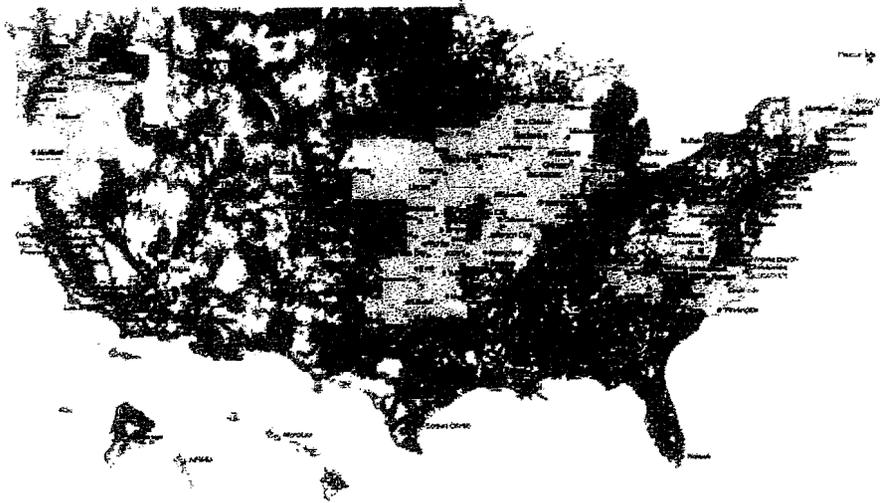
SIGNATURE PAGE  
TO  
BUSINESS CUSTOMER SERVICE AGREEMENT  
BY AND BETWEEN  
UNITED STATES CELLULAR CORPORATION  
AND  
[CITY OF MCALESTER]

**EXHIBIT A  
CURRENT COVERAGE MAP**

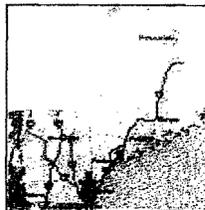
## WIDE AREA PLANS COVERAGE AREA

Perfect if you make calls primarily from areas close to your hometown and nearby cities. If your calls occur within the coverage area below, you can use your minutes anytime, anywhere. Also great if you travel occasionally and need flexibility from roaming charges.

You will love the added benefit of having the following features: Voice Mail, Call Waiting, Caller ID, Call Forwarding, Three-Way Calling and Incoming Text, Picture and Video Messages included at no charge.



### CLOSE UP VIEWS OF WIDE AREA



Maps depict an approximation of coverage area. Actual coverage may vary. User may incur roaming charges at borders of calling areas. Roaming rates: 39¢/min. or 69¢/min. depending on plan.

**Wide Area Voice Coverage**

-  Wide Area Calling
-  Roaming
-  No Coverage

Things we want you to know: Service may be interrupted or limited due to weather, terrain, customer equipment or network limitations. Coverage indicated may vary from U.S. Cellular and not guaranteed coverage. © 2001 U.S. Cellular

## EXHIBIT B

### U.S. Cellular Wireless Data (powered by BREW™) End User License Agreement

1. **Limited License.** The developer of the Application (“Developer”) hereby grants to you a non-exclusive limited license to install the object code version of the Application on one wireless communication device and to use the Application on such device. All rights not expressly granted are reserved by the Developer. The term “Application” includes any software that is provided to you at the same time the Application is provided to you, or that is used in connection with the Application.

2. **Restrictions.** You agree not to reproduce, modify or distribute the Application or other software included in your wireless device (“Other Software”). Subject to applicable law, you agree not to decompile or reverse engineer the Application or the Other Software. You agree not to (i) remove any copyright or other proprietary notice from the Application or the Other Software, or (ii) sublicense or transfer the Application or the Other Software to a third party.

3. **Ownership.** You agree that the Developer and its licensors retain all right, title and interest in and to the Application and all copies of the Application, including all copyrights therein. You agree to erase an Application from your wireless device upon receipt of notice.

4. **Termination.** This Agreement shall terminate immediately, without notice, if you fail to comply with any material term of this Agreement. Upon termination you agree to immediately erase the Application from your wireless device.

5. **Disclaimer of Warranty.** THE APPLICATION IS LICENSED TO YOU “AS IS.” DEVELOPER AND ITS LICENSORS DISCLAIM ANY AND ALL WARRANTIES REGARDING THE APPLICATION, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DEVELOPER DOES NOT WARRANT THAT THE OPERATION OF THE APPLICATION WILL BE UNINTERRUPTED OR ERROR FREE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY OR MAY BE LIMITED.

6. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE DEVELOPER OR ITS LICENSORS BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF THE USE OF THE APPLICATION (INCLUDING BUT NOT LIMITED TO LOST DATA OR LOST PROFITS), EVEN IF THE DEVELOPER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE DEVELOPER’S LIABILITY

FOR ANY CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY, EXCEED THE FEE PAID BY YOU. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY OR MAY BE LIMITED.

7. Export. The Application is subject to the export control laws and regulations of the United States and other jurisdictions. You agree to comply with all such laws and regulations.

8. Government. If you are or are acting on behalf of an agency or instrumentality of the United States Government, the Application is "commercial computer software" developed exclusively at private expense. Pursuant to FAR 12.212 or DFARS 227 7202 and their successors, as applicable, use, reproduction and disclosure of the Application is governed by the terms of this Agreement.

9. Miscellaneous. This Agreement is governed by the laws of the State of California, USA, without regard to California's conflict of law principles. The United Nations Convention on Contracts for the Sale of International Goods does not apply to this Agreement. If any provision hereof is held illegal, invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the legality, validity and enforceability of all other provisions of this Agreement shall not be affected thereby. This Agreement constitutes the entire agreement between you and the Developer regarding its subject matter and supersedes any prior agreement, whether written or oral, relating to the subject matter of this Agreement. No modification or alteration of this Agreement will be valid except in writing signed by you and the Developer.

**EXHIBIT C**

**CUSTOMER SUPPORT**

**Account Team Contact Information:**

**Account Business line 1 800 819.9373 .**

**Ken Wills Business Account Executive**

918-698-9246 (cell ) 918-270-5605 ( office ) [Kenneth.wills@uscellular.com](mailto:Kenneth.wills@uscellular.com)

**Customer Service Contact Information:**

**Chelsea Ramey 918 270 5617 (office)**

[Chelsea.ramey@uscellular.com](mailto:Chelsea.ramey@uscellular.com)

**EXHIBIT D**  
**RATES**

Wide Area Business Community 300 Pooled Plan  
\$23.99 per line (all 85 lines) = \$2,039.15  
300 minutes per line x 85 lines = 25,500 anytime pooled minutes PLUS  
FREE UNLIMITED WIDE AREA Incoming Minutes and  
FREE UNLIMITED WIDE AREA Mobile-to-Mobile Minutes

30 minutes per line, per month pooled, free nationwide roaming minutes

50% discount on accessories (50% off retail pricing)

\$40.00 unlimited BlackBerry® data plan, for 10 lines with BlackBerry® = \$400.00  
2 lines BlackBerry® \$15.00 each = \$30.00

USCC shall measure and bill Service usage in one-minute increments, and each partial minute of usage will be rounded up and billed as a full minute. USCC may bill Customer for calls that are not completed but ring longer than 59 seconds. For completed calls, Customer will be billed from the time Customer pushes the “send” button until the call is terminated.

“Application Charges” means the charges incurred for all monthly subscription fees and “per use” fees for data applications.

“Data Network Usage Charges” means the charges for transferring data (e.g., downloading applications, accessing the Internet, etc.) rendered in units of kilobytes or megabytes. Each partial kilobyte of data transferred will be rounded up and billed as a full kilobyte.

**EXHIBIT E**

**BLACKBERRY SERVICE RATES**

\$40.00 per line unlimited BlackBerry® Data Service

**EXHIBIT F**  
**EQUIPMENT**

LG Helix UX 310 \$.01

**EXHIBIT G**

**BLACKBERRY EQUIPMENT**

BlackBerry® Curve 8530 \$29.95 buy 1 get one free ( BOGO )  
Total price for 10 BlackBerry® = \$149.75

**AGREEMENT FOR ADMINISTRATION  
OF THE SALES AND USE TAX ORDINANCES  
OF THE CITY/TOWN OF  
MCALESTER**

THIS AGREEMENT is entered into this 13 day of Sept., 2011 pursuant to the provisions of Sections 2701 et seq. of Title 68 of the Oklahoma Statutes, between the Oklahoma Tax Commission, hereinafter referred to as "Commission," and the City/Town of McAlester, Oklahoma, hereinafter referred to as "Municipality," for the administration of effective sales and use tax ordinances on file with the Commission hereinafter referred to as "Ordinances," levying a municipal sales or use tax of three and half percent (3.5%) upon sales within or outside of the Municipality.

1. This Agreement is based upon the Ordinances for the collection of sales and uses taxes by the Municipality, certified copies of which are attached hereto and made a part hereof. The Municipality may, at any time and from time to time, amend or repeal the Ordinances and, to the extent that the Municipality amends or repeals the Ordinances, the Municipality shall promptly provide the Commission with a certified copy of the ordinance effecting such amendment or such repeal.

An increase or a decrease in the municipal sales or use tax rate shall become effective only on the first day of a calendar quarter. Provided, however, the sales and use tax rates levied by the Municipality if the Municipality levies both a sales and use tax, must be identical. The Municipality shall notify the Commission of an increase or a decrease at least seventy-five (75) days prior to the close of the current calendar quarter and shall provide the Commission with a certified copy of the ordinance affecting such increase or such decrease.

2. A. The Commission shall administer and shall enforce the Ordinances and shall collect the municipal sales and use tax, and the interest and penalties with respect thereto, as provided in the Ordinances and as herein provided. It is recognized and acknowledged that:

(a) the Ordinances levy municipal sales tax upon all sales within the Municipality as authorized by Section 2701 of Title 68 of the Oklahoma Statutes; and

(b) the term "sale" as used in the Ordinances has the same meaning as the term "sale" has in the Oklahoma Sales Tax Code; and

(c) the Ordinances levy municipal use tax upon all transactions within or without the Municipality as authorized by Sections 1411 of Title 68 of the Oklahoma Statutes; and

(d) the term “use” as used in the Ordinances have the same meaning as the term “use” has in the Oklahoma Use Tax Code.

To facilitate such administration, such collection and such enforcement of local taxes, the Commission shall designate a Local Tax Coordinator of the Commission who shall be generally responsible for matters related to the collection of local taxes and, with respect to such matters, shall directly advise the Administrator of the Commission. The duties which may be performed by the Local Tax Coordinator and/or other employees of the Commission under his or her supervision, shall include, without limitation,

(a) acting as liaison between the Commission and municipalities with respect to the administration, the collection and the enforcement of local taxes,

(b) addressing concerns of the Commission and/or taxpayers with respect to the administration, the collection and the enforcement of municipal taxes by municipalities,

(c) consulting with municipalities concerns and trends with respect to local taxes,

(d) coordinating collection and enforcement actions by the Commission and municipalities with respect to local taxes,

(e) coordinating the provision by the Commission to municipalities of information and

(f) providing educational and other support to municipalities in their collection and enforcement efforts.

In making decisions with respect to the administration of local taxes, the Commission will consider the view expressed by the Municipality.

The Municipality shall not request that the Local Tax Coordinator perform any duties which are the sole responsibility of the Municipality.

B. The implementation plan adopted pursuant to subsection 4 of subsection E of Section 2702 of Title 68 of the Oklahoma Statutes shall be incorporated into the collection agreement entered into by Municipality and Commission pursuant to subsection E of section 2702 of Title 68 of the Oklahoma Statues, as if fully set forth therein.

3. The method of computing sales tax to be used by vendors in collecting both state and municipal sales tax, is prescribed in Section 1362 of the Oklahoma Sales Tax Code. The method of computing use tax to be used by vendors in collecting both state and municipal use tax, is prescribed in Section 1401 of the Oklahoma Use Tax Code.

4. The discount (deduction) allowed to vendors in Section 1367.1 of the Oklahoma Sales Tax Code shall be applicable to both state and local sales tax remittances. Monetary allowances provided for in 68 O.S. § 1354.31 shall also be applicable to both state and local sales tax remittances. The discount (deduction) allowed to vendors in Section 1410.1 of the Oklahoma Use Tax Code shall be applicable to both state and local use tax remittances. Monetary allowances provided for in 68 O.S. § 1354.31 shall also be applicable to both state and local use tax remittances.

5. The Commission shall retain, as its sole compensation for its services rendered hereunder, an amount equal to the applicable percentage of the amount of the municipal sales or use taxes, and the interest and penalties with respect thereto, collected by the Commission hereunder. The applicable percentage is set forth in Exhibit A as incorporated herein.

6. Except as otherwise provided herein, the Commission shall give no preference in applying an amount received for state, municipal and county sales or use taxes owed by a taxpayer to the extent that such amount is less than the aggregate state, municipal and county sales or use tax liability of the taxpayer. Any such amount shall be applied pro rata to the satisfaction of the claims of the Commission, the claims of the Municipality and the claims of other municipalities and counties based on the portions of the aggregate state, municipal and county sales or use tax liability of the taxpayer represented by their respective claims.

7. The municipal sales or use tax received and collected by the Commission pursuant to this Agreement shall be deposited in the State Treasury as required by law. The Commission shall use its best efforts to cause to be paid to the Municipality no later than the tenth day of each calendar month all municipal sales and use tax, and the interest and the penalties with respect thereto, received and collected by the Commission during the immediately preceding calendar month, less any amount withheld by the Commission under Paragraph 5 and less any amounts deducted by the Commission in connection with refunds hereunder.

8. The Commission shall require reports of municipal sales and use tax from vendors, shall maintain records of reports by, and receipts and collections from vendors, and shall maintain the records in such a manner that the total amount due the Municipality each month can be determined by the Commission and can be verified by the Municipality. The requirement for the Commission to maintain its records in a verifiable form is intended to require the Commission to maintain its records in a form capable of producing reports that can be electronically downloaded into, at a minimum,

an excel spreadsheet or its equivalent; the Commission will use a form which is capable of being understood by a person reviewing such records. The Commission shall transmit to the Municipality a monthly statement of the municipal sales and use tax, and interest and penalties with respect thereto, received and collected by the Commission during the immediately preceding calendar month, the amounts, if any, refunded by the Commission to taxpayers during the immediately, preceding calendar month and the amount withheld by the Commission under Paragraph 5.

9. In the event a vendor remits sales or use tax due but fails to submit city attachments, or submits a report from which the sales or use tax due Municipality cannot be determined, the Commission will allocate to Municipality such sales or use tax received pro rata based on the vendor's percentage allocation for the most recent report filed or, if no report has been filed, according to the best information available to the Commission. Such amount, and any interest and penalty as provided in Section 217 of Title 68 of the Oklahoma Statutes with respect thereto, shall be paid to the Municipality in accordance with Paragraph 7. Interest will begin as of the date the vendor remittance is deposited to the State Treasury.

10. The Municipality acknowledges that the Commission is responsible for making refunds to taxpayers of municipal sales and use taxes previously collected by the Commission on behalf of the Municipality. The term "refunds" as used herein shall include payments made pursuant to filed claim for refund(s) or amended return(s) approved by the Commission. The Commission's determination of any taxpayer's liability for sales and use taxes shall be binding as between the Municipality and the taxpayer.

Any refund of municipal sales and use tax previously paid by the Commission to the Municipality shall be paid from subsequent collections of the municipal sales and use tax. Such refund shall be deducted from the collections payable by the Commission to the Municipality in the immediately following calendar month (unless the taxpayer entitled to such refund otherwise agrees).

11. The Commission shall provide notice to the Municipality of any aggregate request for refund or any remittance error of combined state, county and city sales and use tax in the amounts of \$10,000 or more. On or before July 31, 2012, the Commission will review the software capability of providing notice for any aggregate request for refund or remittance error of combined state, county and city sales and use tax in amounts less than \$10,000 and, if the capability is available, will implement it. Notice will be provided within seven (7) business days of the Commission's initial review of a claim for refund, documented as outlined in OAC 710:65-11-1 or upon discovery of a remittance error. Municipality agrees that any amount contained in the notice given pursuant to this section will be considered as advisory only until such time as a final determination has been made by the Commission. Commission, through the Local Tax Coordinator, will notify Municipality at such time the Commission determines the final amount to be refunded pursuant to a claim or remittance error. Any municipal sales or use tax, and/or any interest and penalties with respect thereto, paid under protest by a

taxpayer to the Commission during the immediately preceding calendar month shall be paid by the Commission to the Municipality as part of the payment being made by the Commission to the Municipality. If the protested municipal sales or use tax, interest or penalties are required to be refunded, such amount and any interest required to be paid thereon will be paid out of subsequent collections by the Commission. Such refund shall be deducted from the collections payable by the Commission to the Municipality in the immediately following calendar month (unless the taxpayer entitled to such refund otherwise agrees) subject to the provisions of paragraph 10.

The municipality may request by a blanket advisement to the Commission that it be notified of any hearing wherein the Commission hears a claim for refund of a protest of an assessment. If an affected municipality shall have requested such notice in writing, the Commission shall, at the same time the parties are notified of the scheduled hearing, provide notice to the municipality affected.

12. Simultaneously with the execution and the delivery of this Agreement, the Commission shall, upon written request of the Municipality, provide to the Municipality a full and complete list of the names and the addresses of the persons and the entities which or who report doing business within the boundary of the Municipality during the preceding calendar year in a format as set out in Paragraph 8 of this agreement.

The Commission shall, upon written request of the Municipality, report to the Municipality on a monthly basis all of the following Information:

(a) additions to, and deletions from, the full and complete list of the names and the addresses of persons and entities which or who report doing business during the preceding calendar year within the boundary of the Municipality;

(b) a full and complete list of the persons and the entities specified in paragraph 12(a) which or who are more than sixty (60) days delinquent in filing and/or remitting municipal sales and use taxes pursuant to the Ordinances; and

(c) a full and complete, list of all persons and all entities paying municipal sales and use tax under the Ordinances, and/or interest and penalties with respect thereto, and the amount of such remittances.

The Commission shall, upon written request of the Municipality, report to the Municipality on a quarterly basis all of the following information

(a) the number of audits completed and assessments determined by the Commission with respect to municipal sales and use taxes, and/or interest and penalties with respect thereto, under the Ordinances during the preceding calendar year; and

(b) the amount of additional municipal sales and use taxes, and/or interest and penalties with respect thereto, under the Ordinances collected by the Commission during the preceding calendar year.

Commission also agrees to provide Municipality reports in addition to those outlined above under the following terms:

(a) The report is requested in writing or via e-mail, outlining the information required and regularity of the report.

(b) The report complies with all terms and statutes outlined within this agreement.

(c) The information requested is available to the Commission.

(d) Commission will be provided a minimum of sixty (60) days to compile new requests unless otherwise agreed.

The Commission shall monitor the administration, the collection and the enforcement of municipal sales and use taxes, and/or interest and penalties with respect thereto, under the Ordinances. The Commission shall provide the Municipality such information as may be requested by the Municipality with respect to any protest or any refund of municipal sales or use taxes levied by the Municipality. The Municipality shall also be entitled to consult with the Commission's legal staff about protests and refunds and, to the extent that a protest or a refund involves one or more hearings, the Municipality shall, through legal counsel or other designated staff employed by the Municipality, be entitled to be present and observe such hearing(s); provided, however, the administrative law judge or the Commission may limit the number of counsel or other designated staff, if any, who may be present to the extent necessary to permit the hearing to be conducted in an orderly fashion and without undue trepidation on the part of the taxpayer.

To the extent that such documents and/or such information relates to municipal sales or use taxes, and/or interest and penalties with respect thereto, and is requested, at any time and from time to time by the Municipality, the Commission shall promptly provide to the Municipality (a) copies of applications for sales tax permits, (b) copies of sales or use tax reports, (c) copies of installment or other payment plans, if any, with taxpayers and (d) other documents and other information.

The Commission shall promptly notify the Municipality of any conduct which the Commission believes might be the basis for a criminal prosecution by the Municipality under the Ordinances and shall provide to the Municipality all of the documents and the information in the possession of the Commission with respect thereto, including, without limitation, the names of employees of the Commission who might be witnesses with respect thereto.

The Municipality acknowledges that Section 205 of Title 68 of the Oklahoma Statutes, which makes the records and the files of the Commission confidential (subject to specified exceptions) and which prohibits disclosure of such records and such files (subject to specified exceptions), includes the Commission's records and files with respect to the receipt and the collection of municipal sales and use tax. Nothing contained herein is intended to require the Commission to disclose to the Municipality any information whose disclosure to the Municipality is prohibited by Section 205.

The Commission acknowledges that (a) Section 205(c)(7) of Title 68 of the Oklahoma Statutes permits the Commission to furnish information disclosed by the records and the files of the Commission to an official person or body of this state who is concerned with the administration or the assessment of certain taxes, such as the Municipality, (b) Section 205(c)(22) of Title 68 permits the disclosure to the governing body or municipal attorney, if so designated by the governing body, of information directly involved in the resolution of issues arising out of the enforcement of a municipal sales and use tax ordinance, such as the Ordinances, pursuant to a municipal tax collection agreement, such as this Agreement, and (c) Section 22-107 of Title 11 of the Oklahoma Statutes and Section 205.1 of Title 68 of the Oklahoma Statutes permits the Commission to release specified information to municipalities.

The Municipality acknowledges that Section 205 of Title 68 of the Oklahoma Statutes may prevent the disclosure by the Municipality and persons associated with the Municipality of information which is provided by the Commission to the Municipality and that improper disclosure by the Municipality or any such person of such Information may result in civil and criminal liability. The Municipality shall comply with the restrictions imposed by Section 205.

13. In the event of termination of this Agreement, the Commission will cause to be paid over to the Municipality, all municipal sales and use tax funds in its possession then due and payable under this Agreement. The Municipality shall thereafter be liable for and shall pay any refunds of municipal sales or use tax required by law to be made, including refunds of municipal sales or use tax, penalty and interest paid under protest that must be refunded and any interest required thereon. After such termination, the Commission's liability shall extend only to the amount of such funds being held by it. The Municipality agrees to pay any interest required by law to be paid on such refunds.

14. The Commission shall have the authority to assess and to collect, on behalf of the Municipality, the municipal sales and use taxes levied by the Ordinances, and the interest and the penalties with respect thereto, including, without limitation, any municipal sales or use tax, interest and/or penalty existing on the date hereof.

The Municipality agrees to refrain from contacting directly persons or entities doing business within the boundary of the Municipality unless and until such contact is agreed to by Commission and Municipality in a rider to this Agreement for the purpose of the actual collection of sales and use taxes. Municipality does have the inherent

authority to contact vendors within and without the municipality concerning the vendor's alleged violation of municipal ordinances prior to the initiation of criminal prosecution.

The Municipality may inquire of the Commission into the compliance of persons and entities with the Ordinances and, to the extent that the Municipality determines that any person or any entity has not complied with the Ordinances, the Municipality may request the Commission to issue a proposed assessment against such person or such entity. To the extent that the Commission receives any such request, the Commission shall review such request within 45 days. If, after said review, Commission believes that such request presents a basis for a proposed assessment, Commission shall issue a proposed assessment. Any such proposed assessment shall be resolved as provided in Sections 201 et seq. of Title 68 and the procedural rules promulgated by the Commission.

The Municipality may, at the option of the Municipality, request the Commission to initiate a show cause proceeding against a person or an entity which the Municipality believes, in good faith, not to be in compliance with the Ordinances or any provision thereof. To the extent that the Commission receives any such request, the Commission shall review such request within 45 days. If after said review, Commission believes that such request presents a basis for a show cause proceeding, Commission shall initiate a show cause proceeding. Such show cause proceeding shall be conducted as provided in the procedural rules promulgated by the Commission.

The Commission and the Municipality acknowledge the mutual interest of the Commission and the Municipality in maximizing compliance with the Ordinances and the collection of local taxes thereunder. The Municipality may, at any time and from time to time, either alone or in conjunction with other municipalities, submit a written proposal for collection and enforcement activities for consideration by the Commission; provided, however, it is expressly understood that any such written proposal must provide for coordination with the collection and enforcement activities of the Commission, provide for the use of the then applicable audit standards of the Commission and otherwise be in form and in substance to the Commission. In the event that Municipality's proposal is accepted by Commission, Municipality will be authorized to conduct the activities included in such proposal on behalf of Commission and no other action will be authorized by the Commission by a municipality or municipalities not included in the accepted proposal.

Provided further that upon the request of the municipality, either alone or in conjunction with other municipalities, the Commission shall enter into contractual agreements with the municipality or group of municipalities whereby the municipality or group of municipalities are authorized to implement or augment the Commission's enforcement through a contract with a private auditor(s) or audit firm(s) of the municipal tax. The auditor(s) or audit firm(s) shall first be approved by the Commission and once approved shall be appointed as an agent of the Oklahoma Tax Commission for purposes of the audit. Contracts with a private auditor or audit firm are not subject to the limitations of Section 262 of title 68 of the Oklahoma Statutes, and the parties, the

municipality, private auditor or audit firm and the Commission, are authorized to exchange necessary information to effectively perform the contracted audit. The municipality, its officers and employees and the private auditors or audit firms may receive all information necessary to perform the audit and shall preserve the confidentiality of such information as required by Section 205, title 68, of the Oklahoma Statutes, including the penalties set out therein. The Commission shall be furnished the audit results and all relevant supporting documentation. The municipalities shall pay for the private auditor(s) or audit firm(s) by deduction from the tax assessment resulting from said audit unless another method of payment is set out in the contract with the private auditor or audit firm. Any municipal sales and use tax funds recovered as a result of the use by the municipality of a private auditor or audit firm shall not be subject to the retention calculated by the Commission as provided in Paragraph 5 of this agreement, in addition the Commission shall pay to the municipality any retainage that the Commission shall be entitled to for collection of county sales and use tax and shall pay to the municipality the state's pro rata share of the expenses of the auditor. Provided further, the Commission shall have no obligation to any municipality that does not participate in an audit conducted under subsection D of Section 2702 of Title 68 of the Oklahoma Statutes or an audit conducted pursuant to this section.

Notice of a proposed independent audit shall be provided to the municipality and the municipality shall within 30 days provide acceptance or rejection of participation in the audit. Failure to act within the 30 day time period shall mean that the municipality shall not be included in the audit. Failure to act with respect to a particular independent audit within the 30 day time period shall relieve the Commission of its obligation to audit on behalf of the municipality with respect to that particular audit.

15. It is recognized and acknowledged that the Ordinances include criminal sanctions for violation of the Ordinances. Notwithstanding anything else contained herein, the Municipality shall have the exclusive authority to prosecute any criminal violations of the Ordinances and the Commission shall refrain from taking any such action. Nothing contained herein shall prevent the State of Oklahoma from prosecuting persons for crimes under state law, including, without limitation, embezzlement by a vendor of a municipal sales tax.

16. To the extent that the Municipality decides to prosecute criminally any action under this Agreement, the Commission and the Municipality shall cooperate, in good faith, to maximize collections under the Ordinances and to minimize duplicative effort by the Commission and the Municipality.

17. Where the municipality takes the action recognized by paragraph 15 of this Agreement for prosecution to enforce its sales or use tax ordinance, all taxes shall be paid by the taxpayer directly to the Commission. Any resulting payment of municipal tax shall not be subject to the retention calculated by the Commission for the collection of city sales and use taxes as provided in Paragraph 5 of this agreement, subject to the implementation plan established in paragraph 2B of this agreement.

18. The Commission has the authority to enter into an installment or other payment agreement with any taxpayer, including a taxpayer prosecuted under a municipal sales or use tax ordinance, for state and local taxes owed by the taxpayer. Commission will, through its use of a pay plan in order to keep a delinquent business open, collect the liability as quickly as possible by requiring a significant down payment and completion of the pay plan in as short a period as possible. The Municipality shall be entitled to consult with the Commission's legal staff about an installment or other payment agreement prior to negotiation of such an agreement. The installment or other payment agreement shall be void if the taxpayer becomes delinquent in future tax liability or payment under the agreement becomes delinquent. The Commission shall furnish a list of all sales and use taxpayers which have entered into agreements with the Commission on a monthly basis along with the terms, conditions and status of each such installment or payment agreement.

19. The Municipality agrees that, if there is a challenge to the constitutionality or the legality of the Ordinances or any provision thereof (other than a challenge based on the application by the Commission of the Ordinances or any provision thereof), the Municipality shall be responsible for the resolution of such challenge. If such a challenge is based on the application by the Commission of the Ordinances or any provision thereof, the Commission shall be responsible for the resolution of such challenge. The party responsible for the resolution of any challenge shall make all decisions with respect to the prosecution and the settlement of any litigation with respect to such challenge and the other party shall cooperate with the responsible party with respect to the resolution of such challenge. The Commission shall provide notice to the Municipality of any challenge. Notice will be provided within seven (7) business days of the receipt of the challenge and the municipality shall be allowed to participate in any decision.

20. The change in the boundary of Municipality shall be effective for sales tax purposes only, on the first day of a calendar quarter following the enlargement of the municipal city limits. If a municipality should de-annex a territory the sales tax from business or firms located in the de-annexed area shall cease on the effective date of the de-annexation ordinance. Municipality shall give the Commission notice in writing of any annexation or de-annexation of territory to the municipality at least as required by Title 68 Oklahoma Statutes Section 2701. The notice shall include a verified copy of the boundaries of the newly annexed or de-annexed territory. In addition all Municipality limit lines shall be shown in map form, and certified to the Commission by the municipal clerk.

21. Neither Municipality nor Commission has entered into this Agreement with the intention of violating state law or the provisions of the Streamlined Sales Tax Agreement. If it is determined by either party that any provision violates either state law or the Streamlined Sales Tax Agreement, such provision of the Agreement shall be null and void. The remaining provision of the Agreement shall be in effect until the expiration or termination of the Agreement.

22. This Agreement shall be in effect from Sept. 13, 2011 until Sept. 13, 2012, and shall renew without action of the parties for additional terms of one (1) year provided that the current rate has not been changed and neither party has given written notice to the other party of its intent to terminate this Agreement prior to the expiration of the then current term. Either party may terminate this contract for any reason upon thirty (30) days written notice of its intent to terminate to the other party.

IN WITNESS WHEREOF, the parties have set their hands and affixed their official seals the day and year first above written.

THE MUNICIPALITY OF

OKLAHOMA TAX COMMISSION

\_\_\_\_\_  
A Municipal Corporation

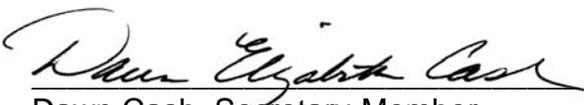
  
\_\_\_\_\_  
Thomas E. Kemp, Jr., Chairman

\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Jerry Johnson, Vice-Chairman

ATTEST: (CITY SEAL)

\_\_\_\_\_  
Municipal Clerk

  
\_\_\_\_\_  
Dawn Cash, Secretary-Member

ATTEST: (STATE SEAL)

\_\_\_\_\_  
Assistant Secretary – OTC

APPROVED:

\_\_\_\_\_  
Director, Taxpayer Assistance Division

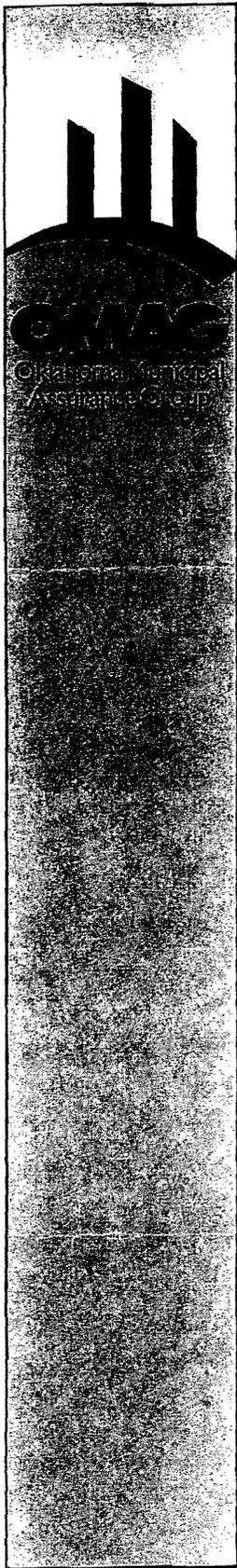
APPROVED BY THE CITY OF \_\_\_\_\_ LEGAL DEPARTMENT

BY \_\_\_\_\_ DATE \_\_\_\_\_

## EXHIBIT A

### RETENTION FEE AS OF 9/1/1989 PER TITLE 68-SEC.2702

RATE (%)		FEE	RATE (%)		FEE
1%-1.99%	=	1.75%	2.5%	=	1.25%
2%	=	1.50%	2.75%	=	1.12%
2.25%	=	1.37%	3% or >	=	1.00%



August 18, 2011

Mr. Benjamin Barnes, Attorney  
2575 Kelley Pointe Parkway, Suite 100  
Edmond, OK 73013

RE:    Member        :    City of McAlester  
      Claimant        :    Melissa A. Wilson  
      Date of Loss    :    12-9-10  
      Claim No.        :    30807 and 30808-ME

Dear Mr. Barnes:

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

Sincerely,

*Mary Ellis*

Mary Ellis, CPCU  
Senior Claims Examiner

Cc: City of McAlester ✓

Marsha Green is a retired nurse and nurse educator. She served as director of nursing education at Eastern Oklahoma State College. She is also active in the First Presbyterian Church of McAlester, and in various community organizations.

Theo Webb was employed by the Safeway corporation for a number of years, then served as a driver for Meeco Marinas for some 25 years. He has been a member of the Tree Board since 2001, and has participated in all its projects.

Sabra Tate has worked as a newspaper reporter, and has been active in her church and in various civic organizations. She serves on the board of the McAlester Building Foundation (old McAlester High School building). She has been a member of the Tree Board since participating in its organization in 1986, and has served as its chairman.

"I" X

"J" x  
Marsha Green is a retired nurse and nurse educator. She served as director of nursing education at Eastern Oklahoma State College. She is also active in the First Presbyterian Church of McAlester, and in various community organizations.

Theo Webb was employed by the Safeway corporation for a number of years, then served as a driver for Meeco Marinas for some 25 years. He has been a member of the Tree Board since 2001, and has participated in all its projects.

Sabra Tate has worked as a newspaper reporter, and has been active in her church and in various civic organizations. She serves on the board of the McAlester Building Foundation (old McAlester High School building). She has been a member of the Tree Board since participating in its organization in 1986, and has served as its chairman.

Marsha Green is a retired nurse and nurse educator. She served as director of nursing education at Eastern Oklahoma State College. She is also active in the First Presbyterian Church of McAlester, and in various community organizations.

"K" \* Theo Webb was employed by the Safeway corporation for a number of years, then served as a driver for Meeco Marinas for some 25 years. He has been a member of the Tree Board since 2001, and has participated in all its projects.

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# McAlester City Council

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## AGENDA REPORT

<b>Meeting Date:</b>	<u>September 13, 2011</u>	<b>Item Number:</b>	<u>1</u>
<b>Department:</b>	<u>City Manager</u> <u>P. Stasiak / Councilman</u>	<b>Account Code:</b>	<u>Strategic Plan Funding</u>
<b>Prepared By:</b>	<u>Harrison</u>	<b>Budgeted Amount:</b>	<u>\$46,000</u>
<b>Date Prepared:</b>	<u>September 5, 2011</u>	<b>Exhibits:</b>	<u>2</u>

### Subject

Discussion and possible action to hire LANDPLAN Consultants Inc. to prepare a Trails Master Plan for the City of McAlester.

### Recommendation

Discussion and possible action to approve hiring LANDPLAN Consultants Inc. to prepare a Trails Master Plan for the City of McAlester in the amount of \$46,000 (\$36,500 Citywide Trail Master Plan and \$9,500 Conceptual Trail Design) and authorizing the Mayor to sign the appropriate documents.

### Discussion

LANDPLAN Consultants Inc. will prepare a Trail System Master Plan for the City of McAlester. This Plan will become a component part of the overall McAlester Comprehensive Plan and ultimately a component of the Strategic Plan. LANDPLAN Consultants Inc. will provide planning and design services for bicycle/pedestrian trails, greenways, park/recreational facilities and sustainable community venues. Staff recommends utilizing a portion of the funding for the Strategic Plan as this is a component part of the Plan. In addition, Staff recommends Council reinstall the Parks Board to work with LANDPLAN Consultants in the design of the Trail System. The following are attached for your review:

1. LANDPLAN Consultants Inc. qualifications and experience.
2. Agreement for Trail Master Planning and Conceptual Design Services.

### Approved By

	<i>Initial</i>	<i>Date</i>
<b>Department Head</b>		
<b>City Manager</b>	P. Stasiak _____	<u>September 5, 2011</u>

**AGREEMENT  
FOR  
TRAIL MASTER PLANNING AND CONCEPTUAL DESIGN SERVICES  
FOR THE  
CITY OF MCALESTER**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between the City of McAlester, Oklahoma, a Municipal Corporation, of the State of Oklahoma, hereinafter referred to as CITY, and LandPlan Consultants, Inc., hereinafter referred to as LANDSCAPE ARCHITECT

WITNESSETH:

WHEREAS, CITY intends to prepare the City of McAlester Trails Master Plan Project; hereinafter referred to as the PROJECT; and,

WHEREAS, CITY requires certain professional services in connection with the PROJECT, hereinafter referred to as the SERVICES; and,

WHEREAS, LANDSCAPE ARCHITECT is prepared to provide such SERVICES;

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

- 1.0 SCOPE OF PROJECT: The scope of this PROJECT is described in Attachment A, SCOPE OF PROJECT, which is attached hereto and incorporated by reference as part of this AGREEMENT.
- 2.0 SERVICES TO BE PERFORMED BY LANDSCAPE ARCHITECT. LANDSCAPE ARCHITECT shall perform the SERVICES described in Attachment B, SCOPE OF SERVICES, which is attached hereto and incorporated by reference as part of this AGREEMENT.
- 3.0 COMPENSATION. CITY shall pay LANDSCAPE ARCHITECT in accordance with Attachment D, COMPENSATION, which is attached hereto and incorporated by reference as part of this AGREEMENT.
- 4.0 STANDARD OF PERFORMANCE. LANDSCAPE ARCHITECT shall perform the SERVICES undertaken in a manner consistent with the prevailing standard and with the applicable laws and regulations of the State of Oklahoma published and in effect at the time of performance of the SERVICES. All landscape architectural work shall be performed by or under the supervision of a LANDSCAPE ARCHITECT licensed in the State of Oklahoma, and properly qualified to perform such landscape architectural services, which qualification shall be subject to review by CITY.
- 5.0 LIMITATIONS OF RESPONSIBILITY.
- 5.1 LANDSCAPE ARCHITECT shall not be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with

the PROJECT.

6.0 OPINIONS OF COST AND SCHEDULE.

6.1 Since LANDSCAPE ARCHITECT 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, LANDSCAPE ARCHITECT's cost estimates shall be made on the basis of qualification and experience as a Professional LANDSCAPE ARCHITECT.

6.2 Since LANDSCAPE ARCHITECT has no control over the resources provided by others to meet construction contract schedules, LANDSCAPE ARCHITECT's forecast schedules shall be made on the basis of qualification and experience as a Professional Landscape architect.

7.0 LIABILITY AND INDEMNIFICATION.

7.1 LANDSCAPE ARCHITECT 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 claims, costs, or other expenses where such liability is caused solely by the negligent act, error, or omission of LANDSCAPE ARCHITECT or any person or organization for whom LANDSCAPE ARCHITECT is legally liable. Nothing in this paragraph shall make the LANDSCAPE ARCHITECT liable for any damages caused by the CITY, any other Contractor of the CITY or any other party.

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

8.0 COMPLIANCE WITH LAWS.

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

8.2 The LANDSCAPE ARCHITECT shall take the necessary actions to ensure its facilities are in compliance with the requirements of the Americans with Disabilities Act. It is understood that the operation of the LANDSCAPE ARCHITECT is not a program or activity of the CITY OF MCALESTER. The LANDSCAPE ARCHITECT agrees that its operation will comply with the requirements of the Americans with Disabilities Act. Any costs of such compliance will be the responsibility of the LANDSCAPE ARCHITECT. Under no circumstances will LANDSCAPE ARCHITECT conduct any operation, which it deems to not be in compliance with the Americans with Disabilities Act.

9.0 INSURANCE.

9.1 During the performance of the SERVICES under this AGREEMENT, LANDSCAPE ARCHITECT shall maintain the following insurance:

9.1.1 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.

- 9.1.2 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.
  - 9.1.3 Worker's Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance with limits of not less than \$100,000 for each occurrence.
  - 9.1.4 Professional Liability Insurance with \$1,000,000 limits; with prior acts endorsement for the insurance to remain in effect for two years after CITY acceptance of the PROJECT
- 9.2 LANDSCAPE ARCHITECT shall furnish CITY certificates of insurance within 30 days as requested by the City.
- 10.0 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.
- 11.0 OWNERSHIP AND REUSE OF DOCUMENTS.
- 11.1 All documents, including original drawings, estimates, specifications, field notes and data shall become and remain the property of the CITY.
- 11.2 CITY'S reuse of such documents without written verification or adaptation by LANDSCAPE ARCHITECT for the specific purpose intended will be at CITY'S risk.
- 12.0 TERMINATION OF AGREEMENT.
- 12.1 The obligation to continue SERVICES under this AGREEMENT may be terminated by either party upon fifteen days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- 12.2 CITY shall have the right to terminate this AGREEMENT, or suspend performance thereof, for CITY'S convenience upon written notice to LANDSCAPE ARCHITECT; and LANDSCAPE ARCHITECT shall terminate or suspend performance of SERVICES on a schedule acceptable to CITY. In the event of termination or suspension for CITY'S convenience, CITY shall pay LANDSCAPE ARCHITECT for all SERVICES performed in accordance with provisions of Attachment D, COMPENSATION and a reasonable amount for closing out the project. Upon restart of a suspended project, payment shall be made to LANDSCAPE ARCHITECT in accordance with Attachment D, COMPENSATION, plus reasonable expenses.
- 13.0 NOTICE.
- 13.1 Any notice, demand, or request required by or made pursuant to this AGREEMENT shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.
- 13.1.1 To LANDSCAPE ARCHITECT: LandPlan Consultants, Inc.

1110 W 23<sup>rd</sup> Street  
Tulsa, OK 74107  
Attn. Keith Franklin

13.1.2 To CITY:

City of McAlester  
28 E. Washington  
McAlester, OK 74502  
Attn. Peter Stasiak

- 13.2 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of LANDSCAPE ARCHITECT and CITY.
- 14.0 UNCONTROLLABLE FORCES. Neither CITY nor LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT under this AGREEMENT; strikes, work slowdowns or other labor disturbances, and judicial restraint.
- 15.0 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.
- 16.0 INTEGRATION AND MODIFICATION. This AGREEMENT includes Attachments A, B, C and D 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. Only a written instrument signed by each of the Parties may amend this AGREEMENT.
- 17.0 DISPUTE RESOLUTION PROCEDURE. In the event of a dispute over the interpretation or application of the terms of this AGREEMENT, the matter shall be referred to the City Manager and the Landscape Architect for resolution. If they are unable to resolve the dispute, the matter may, in the Landscape Architect's discretion, be referred to the Mayor and the City Council 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.
- 18.0 ASSIGNMENT. LANDSCAPE ARCHITECT shall not assign its obligations undertaken pursuant to this AGREEMENT, provided that nothing contained in this paragraph shall prevent LANDSCAPE ARCHITECT from employing such independent consultants, associates, and subcontractors as LANDSCAPE ARCHITECT may deem appropriate to assist LANDSCAPE ARCHITECT in the performance of the SERVICES hereunder.
- 19.0 APPROVAL. It is understood and agreed that all work performed under this AGREEMENT shall be subject to inspection and approval by CITY, and any plans, specifications or work products not meeting the terms set forth in this AGREEMENT will be replaced or corrected at the sole expense of the LANDSCAPE ARCHITECT. The LANDSCAPE ARCHITECT will meet with the City staff initially and monthly thereafter.

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 City of McAlester.

LandPlan Consultants, Inc.

Keith R. Franklin  
Keith R. Franklin, President

Date 9.8.11

APPROVED: City of McAlester, OK

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

**AGREEMENT  
FOR  
TRAIL MASTER PLANNING AND CONCEPTUAL DESIGN SERVICES  
FOR THE  
CITY OF MCALESTER  
SCOPE OF PROJECT  
ATTACHMENT A**

**01** **SCOPE OF PROJECT:** The PROJECT shall consist of preparing a trails master plan for the City of McAlester and the preparation of a conceptual plan for the selected trail segment within the City.

**AGREEMENT  
FOR  
TRAIL MASTER PLANNING AND CONCEPTUAL DESIGN SERVICES  
FOR THE  
CITY OF MCALESTER  
SCOPE OF SERVICES  
ATTACHMENT B**

The following scope of services for TRAIL MASTER PLAN AND CONCEPTUAL PLAN OF SPECIFIC SEGMENT are itemized in accordance with the respective phase of the project. Upon confirmation of negotiations and notice to proceed with Phase I from the City Manager, the CONSULTANT shall commence with professional services identified under Phase I. Services detailed under Phase II shall commence upon proper notification to proceed from the City Manager. The project area shall be defined as the City of McAlester.

**I. Citywide Trails Master Plan Scope of Services.**

1. **Corridor Identification Phase** the landscape architect will collect the needed data from the City and evaluate existing conditions. Tasks include:
  - a. Meet with City and Advisory Committee to review process
  - b. Conduct a field evaluation of potential trail corridors
  - c. Map existing and potential trail corridors
  - d. Prepare *Existing Conditions Report* relative to trail development
2. **Goals and Objectives and Benefits of Trails Phases** The landscape architect will facilitate input for a community wide consensus on goals and objectives for the trail system. Work tasks will include:
  - a. Conduct a public workshop to establish vision, goals and objectives and discuss the benefits of trails
  - b. Prepare *Goals and Objectives Report and Benefits of Trails Report*
  - c. Meet with City and Advisory Committee to review reports
  - d. Prepare newsletter for distribution to workshop attendees
3. **Route Definition Phase** Once the public input is received, the landscape architect will prepare design guidelines, delineate potential trail routes and facilitate public review of the emerging trail system. Tasks include:
  - a. Prepare *Design Guidelines Report*
  - b. Map existing and proposed routes, preferred locations of trail heads and connections to major community facilities
  - c. Review with City and Advisory Committee
  - d. Conduct a public workshop to review proposed routing
  - e. Prepare *Trail Route Description Report*
  - f. Meet with City and Advisory Committee to review reports
  - g. Prepare newsletter for distribution to workshop attendees
4. **Funding Sources Phase** The landscape architect will identify potential sources of funds available for trail planning and construction. Tasks will include:
  - a. Prepare *Funding Sources Report*
  - b. Meet with City and Advisory Committee to review report

5. **Implementation and Operations and Management Phase** The Landscape Architect identify phasing priorities and construction budgets for each trail corridor as well as operations and management issues. Tasks will include:
  - a. Determine population served by each corridor
  - b. Meet with City and Advisory Committee to determine priorities and discuss operations and management issues
  - c. Establish phasing opportunities and budgets for each corridor
  - d. Prepare *Implementation Report and Operations and Management Report*
  - e. Meet with City and Advisory Committee to review reports
6. **Final Master Plan Phase** we will assemble all the reports into a comprehensive master plan document. Tasks include:
  - a. Receive report revisions from City and Advisory Committee
  - b. Assemble draft Trails Master Plan Report
  - c. Revise report as requested
  - d. Provide one original hard copy and a digital PDF copy to the City for printing
  - e. Assemble presentation material
  - f. Present final Trails Master Plan Report for approvals by Parks Board, Planning Commission and the City Council

## II. **Trail Conceptual Plan Scope of Services**

1. **Data Gathering and Corridor Analysis Phase** the Landscape Architect will collect the needed data from the City and determine opportunities and limitations in each corridor. Tasks include:
  - a. Gather existing data, information and inventory corridors
  - b. Meet with City and Advisory Committee to establish schedule
  - c. Identify regulatory agencies
  - d. Identify stakeholders and interested citizen groups
  - e. Determine special corridor considerations
  - f. Prepare maps of the corridors
  - g. Identify opportunities and limitations in the corridor
2. **Preliminary Trail Routing Phase** Once the Analysis Phase is complete, the Landscape Architect will prepare preliminary trail routing plans with alternative routes as necessary. Work tasks include:
  - a. Prepare preliminary trail routing plans
  - b. Prepare estimated construction budget
  - c. Prepare illustrative sketch of the trail concept
  - d. Review with City and Advisory Committee
3. **Public Input and Workshop Phase** The Landscape Architect will plan and facilitate a public workshop to receive citizen input for each corridor. Work tasks will include:
  - a. Prepare maps and exhibits for the workshop
  - b. Facilitate workshop for public input and review
  - c. Summarize workshop results in a newsletter
4. **Conceptual Design Report Phase** Once the Preliminary Public Input/Workshop Phase is complete, the Landscape Architect will prepare the conceptual design report. Provide one original hard copy and a digital PDF copy to the City for printing. The report will include:
  - a. Proposed trail route
  - b. Estimated construction budget
  - c. Special structures (bridges, drainage, etc.)
  - d. Areas requiring special design considerations
  - e. Utility relocations
  - f. Floodplain considerations
  - g. Surveying requirements

- h. Regulatory agency requirements
- i. Illustrative sketch of the trail

**AGREEMENT FOR**  
**TRAIL MASTER PLANNING AND CONCEPTUAL DESIGN SERVICES**  
**FOR THE**  
**CITY OF MCALESTER**  
**RESPONSIBILITIES OF THE CITY**

**ATTACHMENT C**

**Responsibilities of the City.** The CITY agrees:

**Reports, Records, Information, Etc.** To furnish, as required by the work, and not at expense to the LANDSCAPE ARCHITECT:

1. Records, reports, studies, plans, drawings, digital engineering plans in ACAD format or other electronic format and other data available in the files of the CITY that may be useful in the work involved under this AGREEMENT.
2. Standard drawings and standard specifications if applicable.
3. Other plat maps showing property lines, utilities, easements, etc.
4. Name and physical address of all parks, schools and public facilities in a digital format.
5. Provide suitable base map or topographic information for use in the preparation of the conceptual trail design.

**Access.** Provide access to public and private property (where possible) when required in performance of LANDSCAPE ARCHITECT'S services.

**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.

1. Compile written summaries of workshops, meetings with CITY and the Advisory Committee in digital format
2. Provide reproduction and distribution of draft reports, final reports, and newsletters.
3. Furnish legal assistance as required in the preparation, review, and approval of the trails master plan and trails conceptual plan.
4. Determine ownership status of property identified as trail corridors in the trails master plan as requested.
5. Provide overall mapping of City property ownership within the City
6. Provide overall mapping for location of all easements within the City
7. Provide mailing of all meeting notices and facilities for meetings.

**Review.** Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by LANDSCAPE ARCHITECT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of LANDSCAPE ARCHITECT.

**AGREEMENT  
FOR  
TRAIL MASTER PLANNING AND CONCEPTUAL DESIGN SERVICES  
FOR THE  
CITY OF MCALESTER  
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 work progresses; and within 14 calendar days of receipt of the invoice. LANDSCAPE ARCHITECT shall submit monthly invoices based upon an estimate of the proportion of the total services actually completed at the time of billing. Invoices shall be accompanied by such documentation as the CITY may require in substantiation of the amount billed.

**Citywide Master Plan and Conceptual Trail Design**

Fees for the work tasks iterated in Attachment B will be provided for a total fee of \$46,000. Billing will be monthly based on the percentage of work complete during the billing cycle. The total fee includes normal reimbursable expenses.

<b>Citywide Trail Master Plan</b>	<b>\$ 36,500.00</b>
<b>Conceptual Trail Design</b>	<b>\$ 9,500.00</b>

**Qualifications and Experience for LandPlan Consultants, Inc.**

**Prepared for:**

**The City of McAlester - Trail Master Plan Qualifications**



**September 6, 2011**





August 31, 2011

Peter Stasiak  
City Manager  
City of McAlester  
28 E. Washington  
McAlester, OK 74502

RE: McAlester Trail Master Plan/Comp Plan Component

Dear Mr. Stasiak:

LandPlan Consultants is pleased to submit LandPlan's qualifications to the City of McAlester for a Citywide Trails Master Plan, which can be utilized as a comprehensive plan component. As an Oklahoma professional Landscape Architecture firm, LandPlan offers a diverse project portfolio with emphasis on providing innovative planning and design services for bicycle/pedestrian trails, greenways, park/recreational facilities and sustainable community venues.

LandPlan has completed 14 master plans for communities such as Claremore, Ardmore, Sapulpa, Muskogee, Sand Springs, Enid, Ponca City, Owasso as well as Tulsa Metro Area and Oklahoma City. These master plans are still guiding trail development in those communities and many have been dovetailed into the community's comprehensive plan.

The LandPlan team has twenty-eight years of prime consultant experience with over 61 trail and 40 park projects throughout the State of Oklahoma. LandPlan has planned and designed numerous trail projects including the GKFF Tulsa River Parks Dual Trails, Quartz Mountain Trails, Northeastern State University Broken Arrow Campus Trail, Osage Prairie Trail, Sand Springs River City Trail, Midland Valley Trail, and the Osage Prairie Trail, which is the longest multiuse rail trail in Oklahoma.

In addition, LandPlan has assisted communities in developing successful funding initiatives for trail projects. A unique benefit LandPlan Consultants can also bring is our track record of assisting communities secure over \$56,800,000 for a variety of project types ranging from trails to park development projects over the last 16 years. Our master plans have resulted in over \$40,000,000 in trail construction projects.

LandPlan will provide McAlester with unparalleled technical resources and expertise. The assembled team has diverse experience in trail planning and development within communities throughout the region. As you will see a significant portion of our work has been with municipalities on trails and we believe our team is uniquely suited to produce a truly outstanding trail project.

We look forward to the opportunity of working with you and your stakeholders on this trail project and appreciate your consideration. If you have any questions, please call me.

Sincerely,

LandPlan Consultants, Inc.

A handwritten signature in blue ink that reads "Keith Franklin".

Keith R. Franklin, ASLA  
President



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## LandPlan Consultants, Incorporated



*Our mission is to provide communities, institutions and public agencies with innovative planning and design services on select projects which improve the quality of life.*

Established in 1983, LandPlan Consultants, Incorporated is a professional design firm focusing on the areas of master planning, site planning, and landscape architecture. Our mission is to provide communities, institutions and public agencies with innovative planning and design services on select projects which improve the quality of life. In the last 28 years LandPlan has become the Oklahoma leader in trail design, streetscape design and park planning. With both municipal and public clients, LandPlan offers a diverse project portfolio with emphasis in the areas of bicycle and pedestrian trails, pedestrian facilities, streetscape projects, bikeways, park and recreation facilities, urban planning, greenways, highway beautification and general landscape architecture. LandPlan's reputation for design excellence has been acknowledged through numerous awards, including sixteen design awards presented by the American Society of Landscape Architects, the National Society of Professional Engineers, and a nomination for a FHWA Enhancement Project Award. Currently located in Oklahoma's only "Bicycle Friendly Community", LandPlan Consultants was Oklahoma's only "Bicycle Friendly Business" as designated by the League of American Bicyclists in 2010.

LandPlan Consultants has provided master planning, design and construction phase services for trails, streetscapes and parks throughout Oklahoma and the region. Examples of LandPlan's similar recent constructed projects include Tulsa's River Park Dual Trails, Quartz Mountain Trails, Muskogee Centennial Trail, Sand Springs River City Trail, Midland Valley Trail, 41st Street Plaza and Playground, Collinsville City Park, Boiling Springs State Park, Claremore Trail, and Standing Bear Park in Ponca City. With more than 61 trail design projects, 30 sidewalk/streetscape projects, and 40 park projects, LandPlan has unmatched expertise in the planning and design of these types of projects in Oklahoma.

LandPlan also has relevant experience with a variety of public works projects from storm water detention, highway and right of way planting, streetscapes to eagle habitat and wetland mitigation. Some of our notable projects include Riverside Drive Extension Landscaping, River Parks Reforestation Plan, Creek Turnpike Wetland Mitigation, Creek Turnpike ROW Landscaping, Heatherridge Storm Water Detention Wetland Mitigation, River Parks Eagle Habitat Mitigation, Fred Creek Habitat Mitigation and many others.

A unique benefit LandPlan Consultants can bring is our track record of assisting communities secure over \$56,800,000 for a variety of project types ranging from trails to park development projects over the last 16 years. During the most recent funding cycle for ODOT enhancement projects (January 2008) we had an 85% success rate with our clients receiving one or more funded projects. These projects totaled over \$5,750,000. Our trail and park master plans have also resulted in over \$25,000,000 construction projects.

Many firms can tout extensive experience in their portfolios, but the final outcome of a project is ultimately determined by the talent and relevant experience of key individuals who perform the work. Each member selected for our team brings a specific set of talents, skills and experience pertinent to this particular project. Effective coordination of the many tasks, goals and personalities brought together in the planning environment requires strong management and communications skills, which will be provided by LandPlan.



## Awards/Project Experience

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LandPlan Consultants has received sixteen Awards for Design and Planning Excellence for municipal projects by the Oklahoma Chapter of the American Society of Landscape Architects (ASLA). Notable design award projects include the following: the **Standing Bear Memorial Park Trail**, **Standing Bear Park Interpretive Trail**, and the **Standing Bear Trail and Pow Wow Arbor/Arena** in Ponca City, the **Ardmore Trails Master Plan**, **Mingo Creek Greenway**, **Creek Turnpike Trail**, **Edmond Trails and Sidewalk Master Plan**, **Ponca City Trails Master Plan**, **Bentonville Courthouse Square**, two awards for the **41st Street QuikTrip Plaza and Playground**, **Skiatook Central Park**, **Boiling Springs State Park**, **Roman Nose State Park** and **Tulsa Metro Area Trails Master Plan**. Phase I of the Creek Turnpike Trail was submitted by the Oklahoma Department of Transportation for a National FHWA Enhancement Award at the FHWA Conference in June of 1996. In 1993, the National Society of Professional Engineers named the Mingo Creek Greenway Project as one of the top ten engineering achievements for that year. These projects, coupled with our specific trail experience, give us a comprehensive background to draw on in response to the specific challenges for your project.

LandPlan Consultants, Inc. has been fine tuning our methodology and approach to designing trail projects for over twenty years. Since the first ODOT trail project in Oklahoma, along the Midland Valley Railroad in Tulsa, we have been developing innovative approaches to provide our clients with the maximum benefit from their project dollar. For decades a significant portion of our work has consisted of trail projects. With LandPlan as your trail team leader you can be assured that there will be no "on the job training" in the design or construction phase of your project. The LandPlan/Jacobs team will provide you with an unparalleled trail design and construction experience.

### Related Experience

LandPlan has experience with more than 61 trail projects throughout the region: 14 citywide trail master plans, 20 conceptual plans, and 35 final design documents. LandPlan has prepared trails master plans for Tulsa, Oklahoma City, Edmond, Jenks, Broken Arrow, Ponca City, Sand Springs, Sapulpa, Owasso, Claremore, Muskogee, Fort Smith, Ardmore and Enid.

### Project Schedule

LandPlan Consultants, Inc. has an enviable track record of completing projects within the time constraints of our clients. Our track record is maintained by knowing the type and amount of resources to allocate to various project tasks by first establishing realistic, proven project schedules at the beginning of the project and then monitoring them closely. We are able to keep projects on schedule by assigning the appropriate number of qualified personnel to your project to ensure that quality is not sacrificed in the name of expediency.

### Project Team

LandPlan will provide a team with unparalleled trail, design, and construction experience. With decades of combined professional experience, we have found the key to a successful project is the early identification of the critical project elements. Throughout our design we will endeavor to address these critical elements while providing a safe, functional and aesthetic trail project.

### Environmental Experience

LandPlan has experience working with government agencies such as the Corp of Engineers, U.S. Fish and Wildlife Services, Oklahoma Department of Environmental Quality, Oklahoma Department of Transportation Environmental Programs Division in communicating, filing reports and gaining proper permitting concerning environmental factors that would influence the projects on which we design or manage.



## Project Experience List

Below is a selected list of trail design or planning projects and their current status

Project Name	Budget	Status
GKFF/RPA Dual Trail	12,400,000	Complete
NSU Broken Arrow Campus Trail	500,000	Complete
RPA Enhanced Trail Phase 1	3,600,000	Construction
Midland Valley Trail Extension	1,300,000	Complete
Claremore Lake Trail	785,000	Complete
Claremore Phase 2 Trail	428,000	Complete
Muskogee Centennial Trail 1,2,3	1,600,000	Ph. 3 Construction
Osage Prairie Trail (Tulsa)*	1,100,000	Complete
Osage Prairie Trail (Tulsa County)	3,100,000	Complete
Ardmore High School Trail*	450,000	Complete
PSO West Bank Trail (Tulsa)*	850,000	Complete
Midland Valley Trail (Tulsa)*	47,000	Complete
Lake Hefner Trail (OKC)*	980,000	Complete
Hefner to Overholser Trail (OKC)	1,650,000	Complete
Kameoka Trail Phase I (Stillwater)*	756,000	Complete
Kameoka Trail Phase II (Stillwater)*	300,000	Complete
Ponca Standing Bear Trails 1, 2,3 *	1,900,000	Complete
Mingo Creek Trails Phase 1 *	600,000	Complete
Mingo Trail Phase 2 & 3*	1,000,000	Complete
Creek Turnpike Trail Phase 1 & 2*	1,120,000	Complete
River Parks West Bank Trail 1 *	500,000	Complete
Ponca City Trail Phase 1 *	350,000	Complete
Mitch Park / Coffee Creek Trail*	1,100,000	Complete
River Parks West Bank RR Trail*	1,198,000	Construction
River City Trail (Sand Springs)*	570,000	Complete
Broken Arrow South Loop Trail 1*	1,175,000	Complete
Broken Arrow South Loop Trail 2, 3*	2,235,000	Complete
Cherry Creek Trail (Tulsa)*	400,000	CD's Complete
Creek Turnpike Trail Extension*	1,330,000	Complete
Quartz Mtn. Trail 1, 2, 3, 4*	1,685,000	Complete
Ardmore Trails Phase II*	507,000	Complete
Midland Valley Trail 3	1,200,000	CD's Complete

Project Name	Budget	Status
Claremore Lake Trail Concept	18,000**	Complete
Fry Ditch Trail Conceptual Plan*	10,000**	Complete
Jenks River Trail Concept Plan*	12,000**	Complete
River City Trail Concept Plan*	12,000**	Complete
Greenwood Trail Concept	15,000**	Complete
Osage RR Trail Concept	19,000**	Complete
Edmond Spring Crk. Trail Concept	22,000**	Complete
Mingo Trail Concept Plan*	39,000**	Complete
Broken Arrow South Loop Concept*	50,000**	Complete
Ardmore Trails Phase II Concept*	20,000**	Complete
Ponca City Trail 1 Concept*	25,000**	Complete
Ponca City Trail 2 Concept*	24,000**	Complete
Hefner/Overholser Concept (OKC)	1,200,000	Complete
Katy Trail Conceptual Plan (OKC)	1,600,000	Complete
Deep Fork Greenway (OKC)	2,140,000	Complete
Katy Trail Corridor Analysis (OKC)	7,500**	Complete
N. Canadian River East Trail (OKC)	7,500**	Complete
City of Edmond Trails Master Plan*	86,000**	Complete
Broken Arrow Community Trails Plan*	NA	Complete
Jenks Community Trails Plan*	NA	Complete
Owasso Community Trails Plan*	NA	Complete
Sand Spring Community Trails Plan*	NA	Complete
Oklahoma City Trail Master Plan*	120,000**	Complete
Claremore Trails Master Plan	46,000**	Complete
Mingo Creek Greenway MP	6,500,000	Complete
Tulsa Area Regional Trails Plan*	175,000**	Complete
Muskogee Trails Master Plan*	65,000**	Complete
Fort Smith Trails Master Plan	56,000**	Complete
Enid Trails Master Plan*	68,000**	Complete
Ponca City Trails Master Plan*	72,000**	Complete
Ardmore Citywide Trails Master Plan	78,000**	Complete
Sapulpa Community Trails Master Plan	NA	Complete

\* ODOT Trail Enhancement Project

\*\* Fee for Planning Study (not construction budget)



## Project Approach

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We understand the City's desire to initiate the City of McAlester Comprehensive Plan with a Citywide Trails Master Plan study. Our master plans study will be a valuable component to your comprehensive plan.

### Citywide Trails Master Plan

The trails master plan will be the guide for overall trail development in your City and will consist of several distinct phases as follows:

**Corridor Identification Phase** the landscape architect will collect the needed data from the City and evaluate existing conditions. Tasks include:

- Meet with City and Advisory Committee to review process
- Conduct a field evaluation of potential trail corridors
- Map existing and potential trail corridors
- Prepare Existing Conditions Report relative to trail development

**Goals and Objectives and Benefits of Trails Phases** The landscape architect will facilitate input for a community wide consensus on goals and objectives for the trail system. Work tasks will include:

- Conduct a public workshop to establish vision, goals and objectives and discuss the benefits of trails
- Prepare Goals and Objectives Report and Benefits of Trails Report
- Meet with City and Advisory Committee to review reports
- Prepare newsletter for distribution to workshop attendees

**Route Definition Phase** Once the public input is received, the landscape architect will prepare design guidelines, delineate potential trail routes and facilitate public review of the emerging trail system. Tasks include:

- Prepare Design Guidelines Report
- Map existing and proposed routes, preferred locations of trail heads and connections to major community facilities
- Review with City and Advisory Committee
- Conduct a public workshop to review proposed routing
- Prepare Trail Route Description Report
- Meet with City and Advisory Committee to review reports
- Prepare newsletter for distribution to workshop attendees

**Funding Sources Phase** The landscape architect will identify potential sources of funds available for trail planning and construction. Tasks will include:

- Prepare Funding Sources Report
- Meet with City and Advisory Committee to review report

**Implementation and Operations and Management Phase** The Landscape Architect identify phasing priorities and construction budgets for each trail corridor as well as operations and management issues. Tasks will include:

- Determine population served by each corridor
- Meet with City and Advisory Committee to determine priorities and discuss operations and management issues
- Establish phasing opportunities and budgets for each corridor
- Prepare Implementation Report and Operations and Management Report
- Meet with City and Advisory Committee to review reports

**Final Master Plan Phase** we will assemble all the reports into a comprehensive master plan document. Tasks include:

- Receive report revisions from City and Advisory Committee
- Assemble draft Trails Master Plan Report
- Revise report as requested



## Project Approach (con't)

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- Provide one original hard copy and a digital PDF copy to the City for printing
- Assemble presentation material
- Present final Trails Master Plan Report for approvals by Parks Board, Planning Commission and the City Council

### Trail Conceptual Plan

The trail conceptual plan will define the overall route for an initial trail corridor and can be utilized for trail grant opportunities by the City. Work tasks are listed below:

**Data Gathering and Corridor Analysis Phase** the Landscape Architect will collect the needed data from the City and determine opportunities and limitations in each corridor. Tasks include:

- Gather existing data, information and inventory corridors
- Meet with City and Advisory Committee to establish schedule
- Identify regulatory agencies
- Identify stakeholders and interested citizen groups
- Determine special corridor considerations
- Prepare maps of the corridors
- Identify opportunities and limitations in the corridor

**Preliminary Trail Routing Phase** Once the Analysis Phase is complete, the Landscape Architect will prepare preliminary trail routing plans with alternative routes as necessary. Work tasks include:

- Prepare preliminary trail routing plans
- Prepare estimated construction budget
- Prepare illustrative sketch of the trail concept
- Review with City and Advisory Committee

**Public Input and Workshop Phase** The Landscape Architect will plan and facilitate a public workshop to receive citizen input for each corridor. Work tasks will include:

- Prepare maps and exhibits for the workshop
- Facilitate workshop for public input and review
- Summarize workshop results in a newsletter

**Conceptual Design Report Phase** Once the Preliminary Public Input/Workshop Phase is complete, the Landscape Architect will prepare the conceptual design report. Provide one original hard copy and a digital PDF copy to the City for printing. The report will include:

- Proposed trail route
- Estimated construction budget
- Special structures (bridges, drainage, etc.)
- Areas requiring special design considerations
- Utility relocations
- Floodplain considerations
- Surveying requirements
- Regulatory agency requirements
- Illustrative sketch of the trail



## LandPlan Team

---

*BLA*  
*University of Arkansas*  
*1981*

*Registered Landscape*  
*Architect*

- State of Oklahoma 94*
- State of Arkansas 164*
- State of Missouri 944*

*30 years professional*  
*experience*



### **Keith Franklin, ASLA, RLA**

Keith Franklin, president of LandPlan Consultants, Inc., founded the company in 1983 to provide landscape architecture and site planning services with a special emphasis in the area of recreational design. As principal in charge of all LandPlan Consultants projects, Mr. Franklin has overseen a variety of trail and master planned projects across the state of Oklahoma and the region. These projects include the following projects and master plans: Tulsa Area Trails Master Plan, Oklahoma City Trails Master Plan, Edmond Trails Master Plan, GKFF/River Parks Dual Trails in Tulsa, Quartz Mountain Trails, Sand Springs Community Trails Plan, Sand Springs River City Trail, Muskogee Trails Master Plan, Muskogee Centennial Trails, Creek

Turnpike Trails, and the award winning Standing Bear Native American Memorial Park Trails in Ponca City. He has met the design needs of numerous communities and agencies through his efforts. As project manager, Mr. Franklin will ensure all your needs are met during the project.

*BLA*  
*Iowa State University*  
*1984*

*Registered Landscape*  
*Architect*

*27 years professional*  
*experience*



### **Barbara Tartar, ALSA, RLA**

A talented landscape architect with a diverse background in municipal and commercial landscape design, Barbara Tartar came to LandPlan Consultants after working as a landscape architect for a Florida firm for fifteen years. In her first fifteen years of experience, Barbara worked on numerous projects designing commercial centers, office buildings, apartments, schools, time share resorts, restaurants and shopping centers. Since she joined LandPlan Consultants in 2001, Barbara has worked on an extensive number of projects ranging from trail and streetscapes to parks. Barbara has made contributions to the many bike/pedestrian trail projects at LandPlan including the GKFF River Parks Dual Trails,

Ponca City Trails Master Plan, Collinsville Park Trail, Mitch Park/Coffee Creek Trail, Standing Bear Phase 4 Trail, Cordell Trails and the Claremore Trails Master Plan. Her recent park projects include Boiling Springs State Park, Natural Falls State Park, Collinsville City Park, Standing Bear Park in Ponca City, Ponca City Civic Center Plaza, and Turkey Mountain. Barbara's main responsibilities consist of managing trail, sidewalk, streetscape, and park projects. Some of her other responsibilities include meeting with clients, preliminary designs for municipal approval, coordinating with government officials, managing other team members, managing bidding and negotiations, construction inspection, and approving pay requests.



## LandPlan Team

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*BLA  
Oklahoma State  
University  
2003*

*8 years professional  
experience*



### **Jeffrey Morales, ASLA**

Jeffrey Morales joined the LandPlan team in February 2004 after graduating with a Bachelors degree in Landscape Architecture from Oklahoma State University in 2003. Prior to his position with LandPlan, Jeff was involved in the golf course industry for 14 years including five years as Assistant Superintendent of two courses in the Tulsa area. Since joining LandPlan, Jeff has provided design construction documents for a wide range of projects, including trails, sidewalks, streetscape, parks and playgrounds. Mr. Morales has extensive experience with all ADA and safety issues related to bicycle and pedestrian facilities. Recent trail project experience includes the GKFF/River Parks Dual Trail Enhancements, River Parks West Bank Trail, Northeastern State University at Broken Arrow Campus, Claremore Trail Phase II, Trail Katy Trail Enhancements, Claremore Trail and Bikeway, Midland Valley Trail Extension, Mohawk-Owasso Trail, Osage Rail Trail, Mingo Trail, Sand Springs River City Trail, Broken Arrow South Loop, Cordell Pedestrian and Bicycle Trailway, Ardmore Trail, Bixby Fry Creek Trail, Muskogee Centennial Trail and the Muskogee (Creek) Nation Casino Trail. Jeff's current trail projects include Midland Valley Trail 3

*BSLA  
Colorado State University  
2006*

*5 years professional  
experience*



### **Michael Harmon, ASLA, LEED AP**

Michael's experience spans many areas of Landscape Architecture and Land Planning. These experiences include master planned, amenity-based and large lot communities where mixed land uses, open space, preservation zones, vehicular and pedestrian circulation systems and civic features all combine to form various centers within neighborhoods and communities, as well as mixed-use/TOD projects through the development of distinctive places integrating office, retail and residential components of a project. Michael is LEED AP certified.

Since joining LandPlan, Michael has been involved in a variety of project including trails, streetscape and park improvements. He has assisted in the preparation of construction documents for the GKFF/River Parks Dual Trail Enhancements, Collinsville Downtown Streetscape Phase II, Perry Courthouse Streetscape, Blanchard Streetscape, the Muskogee Centennial Trail and the Muskogee (Creek) Nation Casino Trail. He has taken the Skiatook Central Park project from concept to construction and is currently working on the Choctaw Parks Master Pland and Weatherford's Downtown Revitalization. Michael has extensive experience with ADA issues related to pedestrian facilities. Michael has experience leading public meetings and skills preparing outstanding illustrative presentations to communicate design intentions.

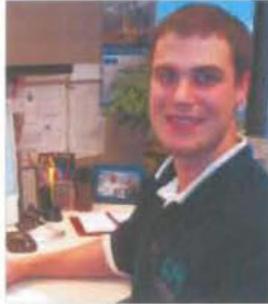


## LandPlan Team

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*BLA and BS in  
Environmental Design  
North Dakota State  
University  
2008*

*5 years professional  
experience*



### **Tyler Kirchner, ASLA**

Tyler joined LandPlan after graduating from North Dakota State University with a Bachelor in Landscape Architecture (BLA) and Bachelor of Science in Environmental Design. While attending NDSU he specialized in community planning, urban design, parks and recreational facilities with emphasis on design graphics and communication. Before his completion of college, Tyler tallied more than two and a half years of professional experience before joining the LandPlan team.

Tyler brings a strong sense of design, graphic skills, and 3D expertise to many of LandPlan's projects including Enid Trails Master Plan, Northeastern State University Campus Trail in Broken Arrow, conceptual design for the Midland Valley Trail Extension, Camp Loughridge Trails, River Parks Plaza, Boiling Springs State Park, Arkansas River Low Water Dam, Roman Nose State Park, as well as conceptual design and planning for GKFF/River Parks Dual Trail Enhancements, Pawhuska Downtown Master Plan, and future improvements to Natural Falls State Park. Tyler is currently working on projects several projects for Oklahoma State Park improvements, Choctaw Parks Master Plan, and Buffalo Trail.

*MLA  
Morgan State University  
2005*

*BS Ornamental  
Horticulture  
Oklahoma State  
University  
1997*

*6 years professional  
experience*

*7 years experience  
in related field*



### **Steven Mott, ASLA**

Steven joined LandPlan from Baltimore, Maryland where he earned his masters in Landscape Architecture after receiving his undergraduate degree in horticulture from Oklahoma State University. Steven has worked at botanical gardens and design firms where he has gained experience in planting design and environment restoration.

He has recently developed plans for the River Parks Trail on the west bank of the Arkansas River as well as Muskogee Centennial Trail, Quartz Mountain Interpretive Trail, Midland Valley Trail Extension, Turkey Mountain Trailhead, West Bank River Parks Trail Enhancement and Claremore Community Trail. Steven's recent work on the QuikTrip 41st Street Plaza/Playground has experienced citywide success and is currently working on the Gilcrease Expressway mitigation project.

*BLA  
Oklahoma State  
University  
2008*

*3 years professional  
experience*



### **JaNell Milburn, ASLA**

JaNell came to LandPlan after graduating with a Bachelor in Landscape Architecture from Oklahoma State University. While there she studied design aspects of sustainable landscapes, city planning, and resort development.

Since becoming a part of the LandPlan design team she has worked on the graphic design of Jenks Municipal Park, assisted with the GKFF/River Parks Dual Trail Enhancements, Mingo Trail, Bixby Fry Creek Trail, Quartz Mountain Trail, Duncan Memorial Park, Midland Valley Trail, the pedestrian and bicycle trail design for the I-244 Bridge in Tulsa and Skiatook Central Park. She recently completed the conceptual sidewalk plan for the City of Collinsville showing connections between the neighborhood, schools and the newly completed City Park. Currently JaNell is working on Weatherford's Downtown Revitalization project and Standing Bear Scenic Byway.



## Project Examples

### Tulsa Transportation Management Area Trails Master Plan

The Tulsa Transportation Management Area (TTMA) Trails Master Plan offers recommendations for improving community access to outdoor resources by building a network of off-road multipurpose paved trails. The purpose of this Master Plan is to address the trail needs of community residents related to recreation, transportation, and economic pursuits. The plan addresses policies, programs, and physical improvements that should be implemented to improve

access to recreation resources and improve transportation efficiency throughout the community. The TTMA Trails Master Plan identifies 44 trail corridors and 27 on-street corridors throughout the metro area that should be developed in the next 15 years. It was developed by INCOG in association with a steering committee of citizens, a team of national and local consultants, and residents of the metro area.



### Jenks Community Trails Master Plan

The Jenks Community Trail Master Plan was defined along side the Tulsa Transportation Management Area Trails Plan. Jenks is in the southern half of the TTMA and is bounded by Tulsa, Bixby and Glenpool. The Missouri Pacific Railroad and the Arkansas River run along its eastern boundary toward Tulsa. US 75 passes through Jenks along its western boundary. Across the northern portion of the city, Polecat, Hagar, Nickel, and Coal Creek create a floodplain that

ties into the Arkansas River. The community trails are located along creek banks, roadways, and within subdivisions providing the local neighborhood populations additional recreation and transportation opportunities, links to local parks and destinations, as well as better access to the overall regional trail system. The Jenks Community Trails Master Plan includes 5 community trails totalling 10.67 miles in length and portions of 6 regional trails that enter the city limits.



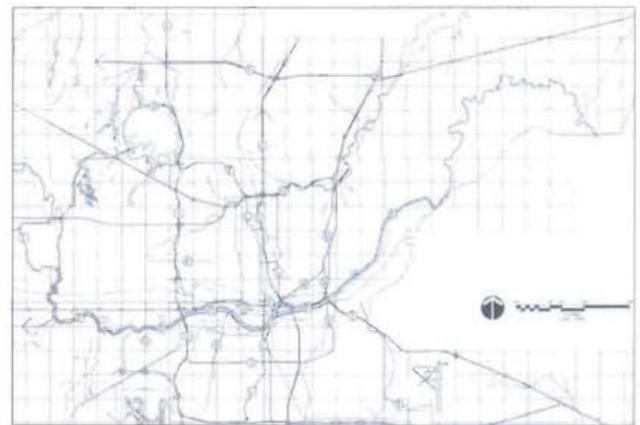


## Project Examples

### Oklahoma City Trails Master Plan

This plan recommends the implementation of a 208 mile network of off-road multipurpose trails throughout the city. The overall system is divided into just two major phases. During the early action phase, it is envisioned that local government agencies will work in partnership with neighborhoods and private sector organizations to develop an estimated 104 miles of off-road trail corridors. The remaining 104 miles would be developed by the year 2020. The majority of

the early action network is designed to form an inner loop of trails through densely populated areas of the community, linking existing resources that are in close proximity to where they live and work. This will create a critical mass of trail facilities that will offer the City many benefits such as improved access to outdoor resources for recreation; link schools to residential neighborhoods providing children with the opportunity to walk or bike to school; and tourism and economic development opportunities.



### Broken Arrow Trail Master Plan

The Broken Arrow Trail Master Plan was defined in conjunction with the Tulsa Transportation Management Area Trails Plan. Broken Arrow is located northeast of Bixby and adjacent to Tulsa in the southeast part of the TTMA; its southern boundary abuts the Arkansas River. The population count in 2000 was 74,859, an increase of 28.8% from 1990 making it one of the fastest growing communities in the TTMA. The Broken Arrow Trails Master Plan includes 5 community trails

totaling 13.88 miles in length. It also includes portions of 9 regional trails that enter the city limits. The community trails are located along creek banks and within subdivisions providing the local neighborhood populations additional recreation and transportation opportunities, links to local parks and destinations, as well as better access to the overall regional trail system.





## Project Examples

### Ponca City Trails Master Plan

The Trails Master Plan was developed by Ponca City in association with a steering committee of citizens, a trail planning consultant, and residents of the area. It responds to specific needs that were defined by residents through a series of public workshops. It identifies 41 corridors throughout the City of Ponca City that should be developed in the next 15 years.

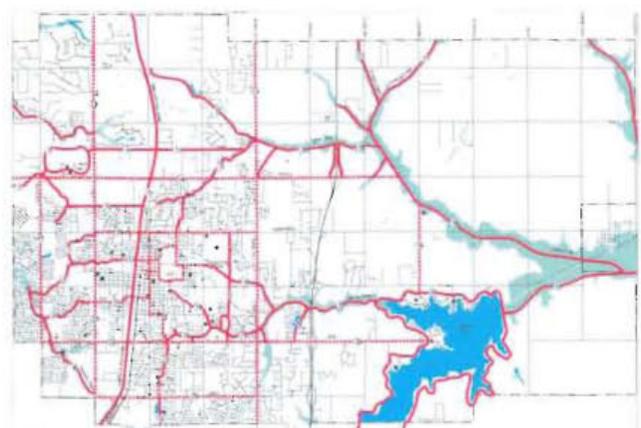
This Plan recommends an extensive implementation of a 40 mile network of off-road multipurpose trails and a, two phase, 23 mile system of on-road "linkages" throughout the City of Ponca City. The system is comprehensive, granting local residents a realistic program for satisfying recreation needs and linkage access to popular destinations.



### Edmond Trails Master Plan

The Edmond Trails Master Plan offers recommendations for improving community access to outdoor resources by building a network of off-road multipurpose paved trails. Also included in this plan are recommendations for sidewalk implementation along arterial roads. This Plan recommends the implementation of an 84 mile network of off-road multipurpose trails throughout City of Edmond. The overall system is divided into three phases. In the Near-Term phase, it is

envisioned that local government agencies will work in partnership with neighborhoods and private sector organizations to develop an estimated 31 miles of trail projects. During the Mid-Term phase, an additional 33 miles of trail projects would be developed, and the Long-Term phase envisions that the remaining 20 miles of trail projects would be implemented. The plan also proposes a 46 mile, two phased, system of on-road "linkages".





## Project Examples

### Sand Springs Community Trails Master Plan

In conjunction with the Tulsa Transportation Management Area Trails Plan, several communities, including Sand Springs, had community level trail plans created. Located west of Tulsa in the western half of the TTMA, the Sand Springs Community Trails Master Plan includes 11 community trails totalling 52.99 miles in length. It also includes portions of 12 regional trails that enter the city limits. Located along creek banks, roadways, and within subdivisions, the community trails



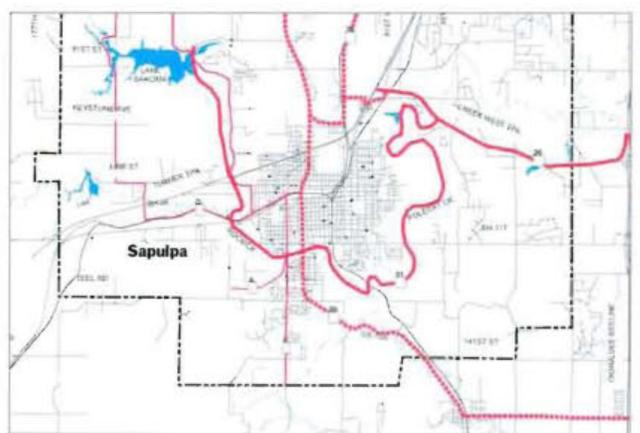
provide the local neighborhood populations additional recreation and transportation opportunities, links to local parks and destinations, as well as better access to the overall regional trail system.



### Sapulpa Community Trails Master Plan

As defined in conjunction with the Tulsa Transportation Management Area Trails Plan, the Sapulpa Community Trail Master Plan includes 6 community trails totalling 21.74 miles in length. It also includes portions of 5 regional trails that enter the city limits. The community trails are located along creek banks, roadways, and within subdivisions providing the local neighborhood populations additional recreation and transportation opportunities, links to local parks and destinations, as

well as better access to the overall regional trail system. Sapulpa is located in the southwest quadrant of the TTMA, southwest of Tulsa. The city is crisscrossed by the Burlington Northern Railroad lines. It is also located along the Turner Turnpike with a proposed Creek West Turnpike planned northeast of the City. Rock and Polecat Creeks have floodplains located throughout the City.





## Project Examples

### Lake Hefner Trail

The Lake Hefner Bicycle and Pedestrian Trail is a 3.7 mile 12' wide asphalt trail in northwest Oklahoma City. This scenic trail connects several of Lake Hefner's recreational areas including Stars and Stripes Park, Model Plane Park, the marina and boat dock, the municipal golf course club house, Prairie Dog Point sports fields and numerous fishing areas. A 68' pedestrian bridge is designed to cross a substantial inflow channel to the lake with 4 gabions



providing structural protection. The gabions, constructed into the lake, will provide adequate level right of way for the trail to be constructed. This plan also involves planting shade and ornamental trees, installing post and cable fence or post and rail fence at various points to provide separation from the roadway, and providing several rest stops with benches and bicycle racks along the trail.



### Katy Trail Corridor Analysis

The Katy Trail Corridor Analysis, located in eastern Oklahoma City, identifies a total of 8.25 miles of suitable trail corridor in three segments: the main corridor (6 miles), the southern spur (1 mile), and the northern spur (1.25 miles). Various segments within the Katy Trail corridor offer good connections between popular destinations such as Washington, Douglass, Creston Hills and Lincoln parks; schools such as Dunbar, Douglass, Page Woodson, Edwards

and Creston Hills schools; and other public attractions including the Lincoln Park Golf Course, Firefighters Museum, Softball Hall of Fame, Remington Park Horse Race Track, Oklahoma City Zoo and the Kirkpatrick Center. On an average the main trail corridor will serve approximately 3,400 people living within a one mile radius of the trail.





## Project Examples

### River Parks Dual Trail

Funded by the George Kaiser Family Foundation and the City of Tulsa the \$12.4 million River Parks Trail Enhancement project consists of 12 miles of improvements to both the east and west bank from 11th Street to 71st Street. The planned dual trail provides a trail for the cyclist and a separate trail for the pedestrians and runners on both sides of the river. These dual trails are separated by landscaped greenspace. Where separation is not feasible the trail is widened from 10' to 18-20'



to accommodate pedestrians and cyclists. Landscaped Rest stops along the trail feature benches, chairs and tables, trash receptacles, drinking fountains and stamped concrete paths. New signage directs pedestrians and cyclists, while new trail lighting provides safety for evening and early morning recreation. Safety barriers are also utilized where enhanced trail is near traffic on Riverside Drive.



### PSO West Bank Trail

The Public Service Company of Oklahoma (PSO) Trail begins at the River Parks pedestrian bridge and follows the river bank's edge south through the PSO generating plant to the PSO Soccer Complex. A critical link to a complete trail system on the west bank of the Arkansas River, the 3/4 mile, 10' wide asphalt trail is designed to traverse an active electrical generating facility. The challenges in designing this particular trail segment were notable, beginning with

coordination between the many entities who were responsible for various aspects of the property and trail. In addition to working very closely with the staff of PSO, LandPlan also coordinated design of this trail with the US Army Corps of Engineers, Tulsa County Levee District, River Parks Authority, Tulsa Park and Recreation Department, and ODOT.





## Project Examples

### River Park West Bank RR Trail - Phase II

The River Parks West Bank Trail links existing and future trails along the west bank of the Arkansas River in Tulsa, Oklahoma. The trail is approximately 3.73 miles in length. After exploring various options for the trail alignment, it was agreed that the entire length of the West Bank Trail would be divided into two phases. Phase II consists of 1.81 miles of trail that runs along a railroad right of way. This portion of the trail will cross the entry drive to the sewer facility,



cross Moosier Creek, and continue south along the railroad right of way until it turns somewhat west connecting to the Turkey Mountain Trailhead and an existing paved access road near 71st street. This road may eventually serve as a connection to the 71st street trail, but is not included in the West Bank Trail project.



### Turkey Mountain Enhancements Phase I

Turkey Mountain has long stood as a cycling challenge both as a steep ascent in Tulsa's River Parks paved trail system and as a mountain bike trail destination. This area had no more than a parking lot to access these trails when LandPlan was asked to design a plan to better utilize this underdeveloped park access. As a result Tulsa now has it's first fabricated climbing boulders varying in size and difficulty: beginning, intermediate and advanced. Other improvements to the

area include a new parking lot with 80 spaces and six spaces for horse trailers, lighting, flagstone paved sidewalks, rest rooms, low maintenance landscaping, benches and water fountains. The future phase will include a shelter and seating area that will overlook the Arkansas River and will realign the steep trail that leads to the park from the north.





## Project Examples

### Northeastern State University-BA Campus Trail

Broken Arrow's Northeastern State University Campus Trail is a recreational outlet for students, faculty and campus visitors. Just a mile shy of newly paved trail will create a loop around the NSU campus providing 1.13 miles of multi-use trail. The concrete trail is conveniently accessed from multiple sidewalks twisting around campus buildings. The new trail features an outdoor gym system with 9 fitness activities, new landscaped planting beds, a centrally

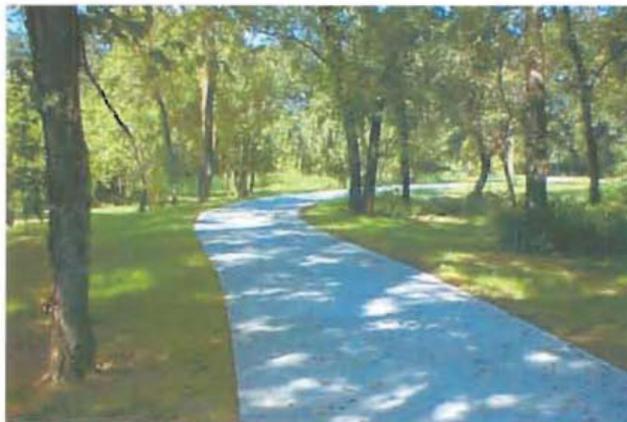
located gazebo shelter, and a pergola covered rest area with custom benches, tables and litter receptacles. In addition to the trail is a new 9-hole disc golf course. The new trail addition provides a connection for the Liberty Trail that currently ends across from the campus thus providing a safe destination for the community users of this trail.



### River City Park Trail, Sand Springs

The River City Park Trail is a 2 mile multi-use trail within the City of Sand Springs. It links State Highway 97 to the Arkansas River and to Wekiwa Road. The first segment of trail meanders along the north bank of the river, connecting the rodeo grounds, softball complex, and picnic area. The second segment of the trail extends from the river to Wekiwa Road connecting a major soccer complex and baseball facilities. A small waterfall was created in conjunction with

a low water crossing and serves as a point of interest along the trail. The park's variety of activities and scenic trail set the stage for River City Park to become the premiere recreational facility for the Sand Springs Park System.





## Project Examples

### Quartz Mountain Trails - I, II, & Twin Peaks

The 2.5 mile Quartz Mountain Trails Phase I, II, and Twin Peaks connects US Highway 44 and a Farm Rail excursion stop to the Quartz Mountain State Park Office; these completed trails allow safe and easy access to the widely used amenities such as the Performing Arts Center, Quartz Mountain Lodge, and scenic Twin Peaks area. A major feature of the trail is a five span pedestrian bridge across the Little Red River with a total length of 281 feet. The trail connects

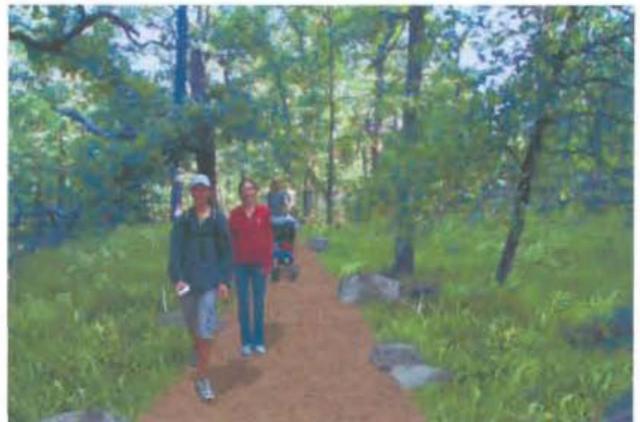
pedestrians and cyclists to the golf course, boating facilities, picnic areas and future Farm Rail bike/pedestrian route. This project was funded through the ODOT ISTEIA Enhancement Program.



### Camp Loughridge Conceptual Trail

The Camp Loughridge Trail concept provides a natural, green trail master plan to enhance the property and provide opportunities for various groups to experience its extraordinary natural beauty. This plan includes trail alignment, construction design, locations for classroom use, shelters and breakout areas that will connect Lake Parthenia to North Lake. The 3.6 mile trail addition is divided into three phases. Phase I will be around North Lake and centralized along the

creek bed will provide a centralized meeting area, outdoor classrooms and breakout areas for intimate interaction. Phase II to be located around the Temple Conference Center will provide additional trails and possibly the introduction of paved trails into the camp. Phase III, surrounding Lake Parthenia will be a stabilized main trail and series of footpaths with additional outdoor classrooms and breakout areas.





## Project Examples

### Kameoka Trail I & II

The Kameoka Pedestrian/Bicycle Trail in Stillwater, OK is comprised of several unique sections associated with particular landmarks or facilities. The 10' wide concrete trail begins with a loop around Boomer Lake and over Boomer Lake Dam, following Boomer Creek and connecting Cimarron Plaza, Hall of Fame Bridge, Stillwater High School and finally linking to an existing trail within a city park. The trail includes 2 new pedestrian bridges, one which

spans approximately 100' and the other has a 40' span. All the trails are concrete, designed with a 4" cross section and a width of ten feet. Although the entire 5.73 miles of trail is designed, only 2.75 miles is included in Phase I of the project. Phase II completes the trail connection near Hall of Fame bridge and further.



### Mitch Park/Coffee Creek Trail Plan

The proposed 10' wide Mitch Park/Coffee Creek asphalt trail is 2.4 miles in length and includes a 0.9 mile trail within Edmond's Mitch Park and a 1.5 mile eastern trail segment through the Coffee Creek Subdivision. The Mitch Park segment of the trail will provide a pedestrian and bicycle connection to the park's various athletic fields, skate park, amenities and natural environment. The Coffee Creek segment of the trail will afford a safe alternative

transportation corridor with destinations including Mitch Park, Cheyenne Middle School and a commercial/retail center within one of Edmond's fastest growing areas. The Mitch Park segment of the trail will utilize the existing trails between the Hunter's Pointe and Hunter's Creek Subdivision to serve as a connection from these neighborhoods to the main entry and activity center for Mitch Park.





## Project Examples

### Osage Prairie Trail (Tulsa County)

Tulsa County retained LandPlan Consultants to provide design services for approximately 9.5 miles of multi-use trail along the existing Osage Railroad Corridor within Tulsa and Osage Counties. The 10' wide trail extends the City of Tulsa Osage Prairie Trail from 56th Street North in Tulsa to Highway 20 in Skiatook. The design included park amenities and trail heads in Sperry and Skiatook. The design also included 8 pedestrian bridges, one of which was a renovated historical



highway bridge. The LandPlan team provided all construction phase services which resulted in \$125,000 cost savings for Tulsa County. In 2011, LandPlan completed Skiatook Central Park, the trail head of Osage Prairie Trail. This project included a pond, playground, splash pad, boardwalk and walking paths, seating, rest rooms, landscaping and park shelters.



### Osage Prairie Trail--City of Tulsa

Built upon the former Osage Railroad embankment, the 5 mile Osage Prairie Trail extends from the North East corner of the Oklahoma State University Tulsa Campus to the Tulsa city limits at 56th St. North. The City of Tulsa Osage Prairie Trail links to the Tulsa County Osage Prairie Trail to provide a much needed link to the town of Sperry and the City of Skiatook.

Due to it's high visibility from N Peoria Ave., a unique handrail with decorative arches was utilized on the 252' converted railroad bridge over Flat Rock Creek.





**Roman Nose State Park**

Once a winter campground of the Cheyenne tribe, this scenic state park of bluffs and valleys offers a full golf course with pro shop, restaurant, lodging, a swimming pool, a no wake lake, trails, fishing and horse stables. To give this park a unified rustic image, based on CCC style, designs propose renovating the stables and existing shelters, adding new shelters, a new park office and nature center. To highlight the Parks' dedication to safety and

pedestrian accessibility, plans involve improvements to the parking, road alignment, adding a roundabout, redefining entrances, a boardwalk crossing over Bitter Creek/Deer Run and construction of hard surface multi-use trails. Other improvements include directional and informational signage, with hardscape and safety enhancements to focus interest in the natural springs within the park.



**Claremore Lake Trail**

The Claremore Lake Trail is a 2.1 mile segment of the overall Claremore Citywide Trail system and is one of the highest priority trail segments outlined in the 2001 City of Claremore Trails Master Plan also prepared by LandPlan. The 10' wide concrete trail follows the west shore of Claremore Lake. The entire length of this trail will be within the 112 acre Claremore Lake Park, a major regional destina-

tion which includes several fishing piers, an indoor fishing facility, two pavilions, a playground and numerous picnic areas. The project also includes a 111' pre-manufactured bow truss bridge.



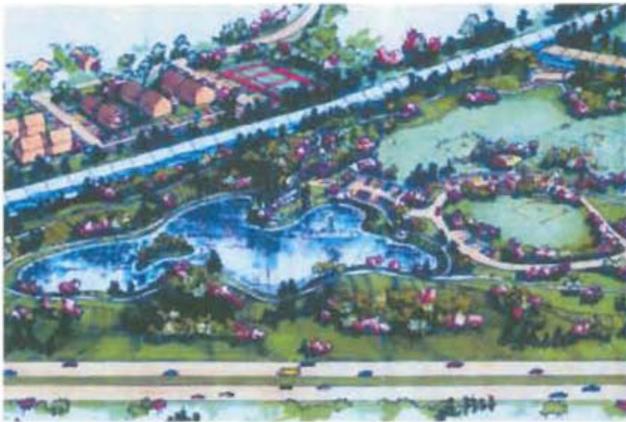


## Project Examples

### Rockwell Park

Rockwell Park is a forty acre community park in Tulsa, Oklahoma designed to provide 250 acre feet of storm water detention storage. It is part of the original Mingo Creek Greenway Master Plan. By working closely with hydrologists, this plan was developed to save more than half of the park's 450 existing mature trees. These trees create much of the park's natural ambiance. A three acre lake serves as a focal point which is used almost daily as local anglers try to catch the

lake's lunker bass. Numerous passive recreation uses surround the lake including picnicking, bird watching and sun bathing. The park design also includes numerous areas for active, organized sports such as soccer, softball, frisbee throwing, golf pitching, etc. Within and around the park are approximately 1.7 miles of multiuse trails.



### Longview Lake Estates Park

Part of the original Mingo Creek Greenway Master Plan, Longview Lake Estates Park was a private park and recreation facility on a wooded 16.5 acre site selected by the Corps of Engineers as a proposed stormwater detention facility. The City of Tulsa purchased the site to construct the stormwater facility and entered into an agreement with the Longview Lake Homeowner's Association to design the facility to serve the neighborhood's recreational needs. The resultant

design program included a half mile trail loop around the site, parking, tennis courts, playground, picnic area, outdoor basketball court, fitness stations, concrete sidewalks and 400 trees. This master plan served as a viable alternative to an earlier plan submitted by the Corps of Engineers that served the single purpose of flood control.





## Project Examples

### Creek Turnpike Trail Phase I

Adjacent to the Creek Turnpike, Phase I of the 3.4 mile trail extends from Memorial Drive west to Harvard Avenue. The trail connects several neighborhood subdivisions, which are linked by the trail to Hunter Park, a large community park which serves this section of south Tulsa. The trail connects to the River Parks system and allows people who live in south Tulsa to travel to downtown Tulsa by foot or bicycle.



Safe, at-grade crossings at street intersections are provided and grade separated crossings are used to cross the turnpike. A 100' double tee bridge spans Fry Creek adjacent to the Creek Turnpike Bridge. The Creek Turnpike Trail Phase I was nominated in 1996 for a Federal Highway Administration design award and received the OK Chapter ASLA President's Award in 1998.



### Creek Turnpike Trail Phase II

Phase II of the .75 mile Creek Turnpike Trail extends from Harvard Avenue west to Delaware Avenue. At the Vensel Creek channel a 12' wide 105' clear span double tee bridge was designed using a unique split trail design to traverse the near 10 percent grades from Harvard Avenue to the bridge at Vensel Creek. LandPlan utilized a split trail to provide separation between the downhill bicyclists and all other trail users. The downhill trail is for bicyclists only on which they can

easily reach speeds in excess of 30 M.P.H. without pedaling on the steep grade. The right trail is dedicated to both uphill pedestrians as well as uphill cyclists. This design feature provides the faster moving downhill cyclists separation from the slower pedestrians.





## Project Examples

### Muskogee Centennial Trail Phases 1-4

The abandoned city owned railway corridor in Muskogee has become a jewel for recreational enthusiasts throughout the city. The one hundred foot easement provides 5.6 miles of ten foot wide asphalt trail within undisturbed natural open space. The trail serves as a loop around the central and western portion of the city. Grade separated trail crossings, and ADA accessibility throughout make the trail safe and available to everyone. A connection to several major points of

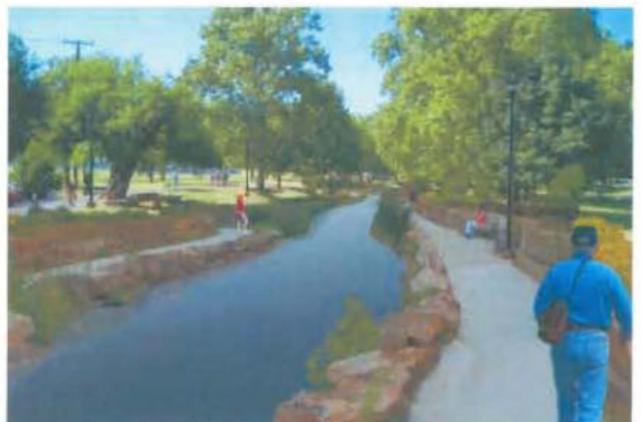
interest establish the trail as an important resource for commuting, recreation, and alternative modes of transportation. The trail is a weekly meeting spot for running and bicycle clubs, and an annual host for local fund-raising events and charities.



### Duncan Memorial Park

Duncan Memorial Park in Duncan, OK is centrally located east of Duncan High School's athletic facilities and west of commercial properties along US Highway 81. The 20 acre existing park has a modest walking path and a major stormwater drainage channel, Claridy Creek. LandPlan Consultants proposes to transform the linear Duncan Memorial Park into a more refined, serene, low level developed, passive park. It is proposed that

the once flood prone Claridy Creek will host new walking paths and seating areas along improved and sculpted banks. Existing war memorial markers will be formally organized and prominently featured for Veteran holidays and other patriotic celebrations. Recently named the Grape-myrtle capital of Oklahoma the updated park plantings will reflect additions of its namesake.



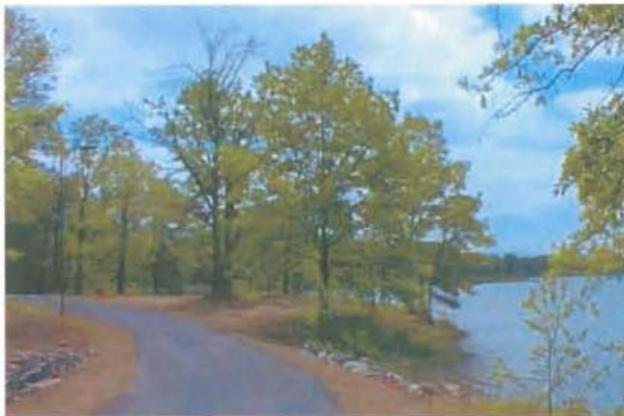


## Project Examples

### Spiro Lake Trail

The Spiro Lake Trail is a two mile trail located around the Town of Spiro's water supply in LeFlore County, Oklahoma. This lake was built in the 1930's by the Civilian Conservation Corps (CCC) as Spiro's first water supply. The original stone masonry dam is still in use today. The trail begins at U.S. Highway 271 at the west corner of the lake, makes a loop around the lake, and ends at Ward Lake Park. The trail project includes picnic tables, benches, trail lighting, and a 92'

pre-manufactured truss bridge. The bridge is located immediately downstream of the existing CCC dam and is situated for easy access if repairs are ever needed. The bridge can be lifted off its abutments by a crane and set aside for unlimited access to the existing dam.



### Standing Bear Park Trails Phase 1 & 2

The Chief Standing Bear Native American Memorial Park in Ponca City, Oklahoma is a 67 acre park designed to celebrate and pay tribute to our nation's rich Native American heritage. Site features include a 25' bronze statue, viewing court, limestone boulders, informational signage, pow wow arena, picnic area, and labyrinth, all connected by over 3 miles of asphalt trail, some of which is a red earth tinted asphalt. The trail extends from the parking and picnic area around

the pond to the viewing court. This project received the prestigious Honor Design Award given by the Oklahoma Chapter of the American Society of Landscape Architects (ASLA) for Phase I in 1998 and was awarded an honorable mention in the U. S. Concrete Pavement Awards in January of 1997. The project also received an OK ASLA Merit Award for Phase II in 2003.





## Project Examples

### Natural Falls State Park Master Plan

The proposed concepts for improvements to the park will provide a greater sense of identity for this recently acquired state park. Proposed modifications to the main entrance will provide controlled parking, vehicular, and pedestrian access to help management keep track of day users and overnight guests. ADA accessibility, stabilization of trail surfaces and park signage will be revised to aid trail users in directional wayfinding and difficult trail paths.



Improvements to the park will include shelters; informational kiosks; primitive camping; amphitheater; nature center; screening buffers to adjacent properties, and a new pond to aid filtering for the falls and a recreational and educational amenity. The falls area plan proposes safe and attractive railings to keep the public from disturbing the natural resources of the lower falls pool.



### Ardmore High School Trail

The Ardmore Regional Park to High School Trail is approximately 1.5 miles in length and is constructed of reinforced concrete 10 feet in width. The trail links the many recreation facilities at the Ardmore Regional Park with the High School facilities to the east. The Regional Park/High School Trail was identified as a top priority segment in the Ardmore Trails Master Plan (LandPlan document) and is the first phase of trails to make connections to existing school sites. This project

was the first ISTEA-funded trail to be constructed entirely of concrete. Longitudinal rebar were utilized for reinforcement and allowed for the use of a "slip forming machine", used on many highway projects. The use of the "slip form" allowed for the project to be constructed in a timely and cost effective fashion.





## Project Examples

### QuikTrip 41st Street Plaza/Playground

Designed to be a destination for families to relax, have fun and enhance River Parks, the plaza and playground gift celebrates the 50th Anniversary for QuikTrip. The new plaza has an arbored entry to an elegantly paved space that includes craftsman styled shelter, rest rooms, tabled seating and a lighting accented geyser fountain. The playground is a focal point, providing an area for toddlers and another for older children. The thick rubber safety surface and



innovative play equipment accommodate 118 children. Pyramidal berms around the playground perimeter block the view of the parking lot, but provide a play area for children and casual seating for adults. Five interactive fountains with dancing water jets, cascading steps, a lazy river, a bubbler table, and a geyser fountain make this a refreshing treat during Oklahoma summers.



### Skiatook Central Park

The community of Skiatook, in northeastern Oklahoma, has a small town reputation as a quiet Tulsa suburb. The new Skiatook Central Park transforms the existing trailhead for the Osage Prairie Trail to be a more hospitable home to the annual September Pioneer Days and an inviting community park the rest of the year. Integrating passive and active amenities throughout the park will attract both the younger generations and the older established citizens. The improved

Skiatook Central Park includes the addition of active areas with a new playground and splash pad with shade sails. In addition to landscaping improvements strolling visitors will find new rest rooms, a pond, boardwalk, activity shelter, entry signage, flagpole courtyard, additional parking and ample space for the carnival tents in open activity areas.





# McAlester City Council

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## AGENDA REPORT

**Meeting Date:** September 13, 2011      **Item Number:** 2  
**Department:** Finance  
**Prepared By:** Toni Ervin      **Account Code:** \_\_\_\_\_  
**Date Prepared:** September 2, 2011      **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 List)

### Approved By

	<i>Initial</i>	<i>Date</i>
<b>Department Head</b>	TE	
<b>City Manager</b>	P. Stasiak _____	9/6/11 _____

**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 13th day of September, 2011.**

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

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

**ATTEST:**

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

**Approved as to form and legality this 13th day of September, 2011.**

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

**CITY OF MCALESTER**  
**FY 11-12 Budget Amendments listed by Fund**

BA#					<u>Revenue</u>	<u>Expense</u>
011	9/13/11	01	Highway Safety Grant	Approp. Funds for Highway Safety Grant	77,212.00	77,212.00
					<b>77,212.00</b>	<b>77,212.00</b>
006	8/23/11	21	Bond Trustee Fund	Approp. Fund Bal for ED Proj.	-	669,000.00
					-	<b>669,000.00</b>
010	8/23/11	24	Airport Grant	Approp. Fund Bal for Airport Grant	50,000.00	55,750.00
012	9/13/11	24	FAA Grant	Approp. Fund Bal for FAA Runway Grant	77,212.00	77,212.00
					<b>127,212.00</b>	<b>132,962.00</b>
005	8/23/11	30	Economic Development	Approp. Fund Bal for ED Proj.	669,000.00	669,000.00
					<b>669,000.00</b>	<b>669,000.00</b>
003	7/12/11	32	Gifts & Contributions	Appropriate Donations	-	12,383.60
					-	<b>12,383.60</b>
007	8/23/11	33	CDBG Grant Fund	Appropriate Fund Balances, etc.	142,634.00	233,264.00
					<b>142,634.00</b>	<b>233,264.00</b>
001	7/12/11	41	Capital Imp.(Repmt)	Appropriate Settlement Proceeds	38,286.00	1,496,933.00
004	8/23/11	41	Capital Imp.(Repmt)	Appropriate funds for Gradall		278,879.00
008	8/23/11	41	Capital Improvement	Appropriate Fund Balances CDGB	-	58,218.00
009	8/23/11	41	Capital Improvement	Approp. Fund Bal for Airport Grant		50,000.00
					<b>38,286.00</b>	<b>1,884,030.00</b>







# McAlester City Council

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## AGENDA REPORT

Meeting Date: September 13, 2011  
Department: Councilman Sam Mason  
Prepared By: Peter J. Stasiak, CM  
Date Prepared: August 15, 2011

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

### Subject

Discussion and possible action, on a recommendation by Councilman Sam Mason to rescind Ordinance 2391 (restriction on sales of pseudoephedrine) based on the Oklahoma Attorney General's Opinion.

### Recommendation

### Discussion

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	P. Stasiak _____	09/06/11 _____

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

AN ORDINANCE TO RESCIND ORDINANCE NO. 2391 THAT AMENDED CHAPTER 82; OFFENSES AND MISCELLANEOUS PROVISIONS, CREATED SECTION 82-3, RESTRICTION ON SALES OF PSEUDOEPHEDRINE, OF ARTICLE I, IN GENERAL AND DECLARING AN EMERGENCY.

\* \* \* \* \*

WHEREAS, on June 14, 2011, the City Council of the City of McAlester, Oklahoma held a public hearing and voted to approve and enact Ordinance number 2391 that amended Chapter 82; Offenses and Miscellaneous Provisions, and created Section 82-3, Restriction on Sales of Pseudoephedrine, of Article I, in General of the McAlester Code of Ordinances. Ordinance 2391 became effective 30 days from enactment.

WHEREAS, the Attorney General of the State of Oklahoma has delivered a legal opinion that declares ordinances established by individual cities in the State of Oklahoma that restrict the sale of pseudoephedrine, except by prescription, are unauthorized, void, and unenforceable.

WHEREAS, based upon the legal opinion of the Attorney General of the State of Oklahoma regarding the legality of individual cities authority to enact ordinances restricting the sale of pseudoephedrine, the Council desires to reconsider the decision to enact Ordinance number 2391.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA, that;**

**SECTION 1: PURPOSE**

City Ordinance No. 2391 amending Chapter 82; Offenses and Miscellaneous Provisions, creating Section 82-3, Restriction on Sales of Pseudoephedrine, of Article I, in General of the McAlester Code of Ordinances is hereby rescinded in its entirety.

**SECTION 2: EMERGENCY CLAUSE.**

That an emergency is hereby declared to exist, and for the preservation 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 by the CITY COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA this \_\_\_\_\_ day of August, 2011.

CITY OF MCALESTER, OKLAHOMA  
A Municipal Corporation

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

ATTEST:

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

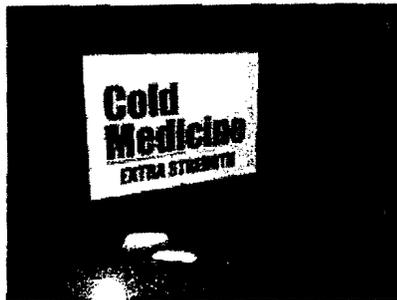
Approved as to form and legality this \_\_\_\_\_ day of August, 2011.

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

## City "Meth Ordinances" Are Voided By Oklahoma AG's Opinion

Posted: Jul 29, 2011 4:10 PM CDT<em class="wnDate">Friday, July 29, 2011 5:10 PM EST</em>Updated: Jul 29, 2011 4:10 PM CDT<em class="wnDate">Friday, July 29, 2011 5:10 PM EST</em>

posted by: Kevin King - email



Oklahoma City -

An opinion released by the Oklahoma Attorney General's Office makes ordinances passed by cities banning purchase of pseudoephedrine without a prescription null and void.

Oklahoma Attorney General Scott Pruitt released the opinion Friday, saying "A municipality that undertakes to enact an ordinance prohibiting the dispensing, sale or distribution of pseudoephedrine except upon the order of a lawful prescription removes an option carefully preserved by the legislature for persons desiring to lawfully obtain pseudoephedrine without the necessity or burden of obtaining a prescription."

Pseudoephedrine is a key component in the making of methamphetamine.

A handful of cities, including Okmulgee, McAlester, Holdenville and Chouteau, passed ordinances earlier this year seeking to cut down on meth production.

08/01/2011





## OKLAHOMA HIGHWAY SAFETY OFFICE

3223 North Lincoln  
Oklahoma City, OK 73105-5403  
(405) 523-1570  
(405) 523-1586 Fax

August 16, 2011

Captain Jeff McKee  
McAlester Police Department  
PO Box 388  
McAlester, OK 74502

Dear Captain McKee:

Enclosed is a copy of your pending 2012 grant agreement with the Oklahoma Highway Safety Office.

In order to complete the grant agreement process, signatures and notarization are required. Please sign, notarize and return **both** signature pages, along with all grant agreement pages, to this address:

Oklahoma Highway Safety Office  
3223 N. Lincoln Blvd.  
Oklahoma City, OK 73105  
Attn: Administrative Staff

**Please note that the signing authority, and not the project director, must sign the signature pages.** Please also make sure that the second signature space is left blank, as it is intended for the use of the OHSO only. Do not retain any of the pages from this packet, other than this letter; however, you may make photocopies if you wish.

Your grant agreement is not effective until signed copies are returned to our office and signed by the OHSO Director. You will receive a letter notifying you of the effective date of the grant agreement and an original copy of all documents. If you have any questions, please contact your Program Manager at (405) 523-1570.

Sincerely,

A handwritten signature in black ink, appearing to read "JKB", written over a horizontal line.

J. Kevin Behrens  
Interim Director, Oklahoma Highway Safety Office

**OKLAHOMA HIGHWAY SAFETY OFFICE GRANT AGREEMENT – PART I**

TITLE OF PROJECT McAlester Speed Enforcement		
GRANT EFFECTIVE DATE _____	PROJECT NUMBER <u>SE-12-03-04-04</u>	HIGHWAY SAFETY FUNDS OBLIGATED \$ <u>30,000</u>
GRANT PERIOD FROM <u>October 1, 2011</u> TO <u>September 30, 2012</u>	_____	\$ _____
PROJECT PERIOD FROM <u>December 1, 2008</u> TO <u>September 30, 2012</u>	_____	\$ <u>30,000</u>

**AFFIDAVIT**

State of Oklahoma, County of Pittsburg, I, Kevin Pridle, of lawful age, being duly sworn, on oath say, that I am the duly authorized agent of the city of McAlester of McAlester, Oklahoma, for executing this grant with the Oklahoma Highway Safety Office (OHSO). I further state and agree to comply, to the best of my knowledge, information and belief, with all municipal, state and federal laws, regulations and directives governing grants including, but not limited to, those listed in this agreement. Referenced documents are on file at the OHSO. I further state that any and all claims for reimbursement under this agreement will be true and correct, that the work, services, or materials as shown by any claim will have been completed or supplied in accordance with the plans, specifications, orders, requests and all other terms of the grant prior to the filing of claims. I further state that I am the duly authorized agent of the grantee for the purpose of certifying the facts pertaining to the giving of things of value to governmental personnel in order to procure the grant or obtain payment, I am fully aware of the facts and circumstances surrounding the making of the grant and have been personally and directly involved in the proceedings leading to the procurement of the grant; and neither the grantee nor anyone subject to the grantee's direction or control has been paid, given or donated or agreed to pay, give or donate (to any officer or employee of the State of Oklahoma) any money or other things of value, either directly or indirectly, in procuring the grant or obtaining payment.

In reviewing this grant agreement and the circumstances involved with its implementation, an opinion was derived by the undersigned that any negative environmental impact will be substantially outweighed by the projected benefits of this project.

Date \_\_\_\_\_, 20\_\_\_\_ Signature \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and Sworn to, before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

My Commission expires \_\_\_\_\_ Commission Number \_\_\_\_\_

Notary Public

**AFFIDAVIT**

State of Oklahoma, County of Oklahoma.  
I, J. Kevin Behrens, of lawful age, being first duly sworn on oath say, that I am the duly authorized representative of the Governor of the State of Oklahoma and am duly authorized to carry out the statutory provisions of 47 O.S. 1971, Section 40-107, and all other laws, regulations and directives, pertinent to highway safety in the State of Oklahoma to the best of my knowledge, information, and belief.

Date \_\_\_\_\_, 20\_\_\_\_ Signature \_\_\_\_\_

Director, Highway Safety Office

Subscribed and Sworn to, before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

My Commission expires \_\_\_\_\_ Commission Number \_\_\_\_\_

Notary Public

**OKLAHOMA HIGHWAY SAFETY OFFICE GRANT AGREEMENT – PART I**

TITLE OF PROJECT		
McAlester Speed Enforcement		
GRANT EFFECTIVE DATE	PROJECT NUMBER	HIGHWAY SAFETY FUNDS OBLIGATED
_____	<u>SE-12-03-04-04</u>	\$ <u>30,000</u>
GRANT PERIOD		
FROM <u>October 1, 2011</u>		\$ _____
TO <u>September 30, 2012</u>		\$ _____
PROJECT PERIOD		
FROM <u>December 1, 2008</u>		\$ _____
TO <u>September 30, 2012</u>		\$ <u>30,000</u>

**AFFIDAVIT**

State of Oklahoma, County of Pittsburg. I, Kevin Pridle, of lawful age, being duly sworn, on oath say, that I am the duly authorized agent of the city of McAlester of McAlester, Oklahoma, for executing this grant with the Oklahoma Highway Safety Office (OHSO). I further state and agree to comply, to the best of my knowledge, information and belief, with all municipal, state and federal laws, regulations and directives governing grants including, but not limited to, those listed in this agreement. Referenced documents are on file at the OHSO. I further state that any and all claims for reimbursement under this agreement will be true and correct, that the work, services, or materials as shown by any claim will have been completed or supplied in accordance with the plans, specifications, orders, requests and all other terms of the grant prior to the filing of claims. I further state that I am the duly authorized agent of the grantee for the purpose of certifying the facts pertaining to the giving of things of value to governmental personnel in order to procure the grant or obtain payment, I am fully aware of the facts and circumstances surrounding the making of the grant and have been personally and directly involved in the proceedings leading to the procurement of the grant; and neither the grantee nor anyone subject to the grantee's direction or control has been paid, given or donated or agreed to pay, give or donate (to any officer or employee of the State of Oklahoma) any money or other things of value, either directly or indirectly, in procuring the grant or obtaining payment.

In reviewing this grant agreement and the circumstances involved with its implementation, an opinion was derived by the undersigned that any negative environmental impact will be substantially outweighed by the projected benefits of this project.

Date \_\_\_\_\_, 20\_\_\_\_ Signature \_\_\_\_\_  
 Title \_\_\_\_\_

Subscribed and Sworn to, before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

My Commission expires \_\_\_\_\_ Commission Number \_\_\_\_\_  
 Notary Public

**AFFIDAVIT**

State of Oklahoma, County of Oklahoma.  
 I, J. Kevin Behrens, of lawful age, being first duly sworn on oath say, that I am the duly authorized representative of the Governor of the State of Oklahoma and am duly authorized to carry out the statutory provisions of 47 O.S. 1971, Section 40-107, and all other laws, regulations and directives, pertinent to highway safety in the State of Oklahoma to the best of my knowledge, information, and belief.

Date \_\_\_\_\_, 20\_\_\_\_ Signature \_\_\_\_\_  
 Director, Highway Safety Office

Subscribed and Sworn to, before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

My Commission expires \_\_\_\_\_ Commission Number \_\_\_\_\_  
 Notary Public

TITLE OF PROJECT	McAlester Speed Enforcement
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**OKLAHOMA HIGHWAY SAFETY OFFICE GRANT AGREEMENT - PART I**

	Page Number
Authorization.....	1
Table of Contents.....	2
Project Summary.....	3
Budget Summary.....	5
Budget Details.....	6
Activity/Milestones.....	7-8

**GENERAL AGREEMENTS - PART II**

**SPECIFIC AGREEMENTS - PART III**

**ATTACHMENT**

Project Director's Report

Law Enforcement Activity Sheet

Title of Project:		McAlester Speed Enforcement	
Project Number:	SE-12-03-04-04		
Responsible Agency:	McAlester Police Department	Reimbursement Information (where check is to be mailed):	
Project Director:	Jeff McKee		
Phone Number:	(918) 423-1212	Payee:	City of McAlester
Address:	P.O. Box 388	Address:	P.O. Box 388
	McAlester, OK 74502		McAlester, OK 74502
Fax:	(918) 423-9173		
Email:	jeff.mckee@cityofmcalester.com		
OHSO Funds Obligated:	\$ 30,000	Other Funds Obligated:	\$
Source of Other Funds:			
Total of OHSO and Other Funds:	\$ 30,000		

**PROJECT SUMMARY NARRATIVE SECTION**

The following pages of this PROJECT SUMMARY NARRATIVE SECTION will contain:

The Problem Identification, Project Goal, Project Description, Equipment and Equipment Justification, and Evaluation. The project objectives must be time-framed and measurable. The narrative also needs to include personnel utilization.

**PROJECT GOAL:**

To reduce the number of speed related KAB crashes in Pittsburg County by 2% from 35 in 2009 to 33 in 2012.

**PROBLEM IDENTIFICATION:**

The City of McAlester is a suburban community located in the southeastern portion of Oklahoma in Pittsburg County. Five main highways intersect the city limits including US69, SH1, SH31, US270, SH113. In 2009, Pittsburg County had 35 unsafe speed related KAB crashes, of which, two were fatal. McAlester's high traffic volume along with aggressive drivers and speeding, continue to be a traffic safety concern. Overtime grant enforcement will allow officers to focus on those violations that may cause or contribute to number and the severity of KAB crashes.

**PROJECT DESCRIPTION:**

The McAlester Police Department will implement activities in support of national highway safety goals to reduce motor vehicle related collisions and provide overtime pay for speed enforcement. Officers will work increase enforcement of speed related violations and those violations that may cause or contribute to the severity of KAB crashes. Using the appropriate funding source, this project will increase enforcement and target unsafe speed violations. Public information and education events and media releases will be used to inform the public of traffic safety issues. In addition, the McAlester Police Department will register to participate in support of National Highway Safety initiatives including the "Click-It or Ticket" mobilization and the "Drive Sober or Get Pulled Over" crackdown, and will provide post-mobilization activity reports.

**EQUIPMENT:**

4 (four) radar systems

**EQUIPMENT JUSTIFICATION:**

To assist in the detection, apprehension and prosecution of speeding motorists.

**EVALUATION:**

The Project Director will submit monthly reports and claim submissions to the Highway Safety Office. At the conclusion of the project year, and no later than November 1, 2012, the Project Director will submit a Summary Report outlining the accomplishments and deficits of the project and will compare results to initial baseline data to determine whether the project's goals were met.

## BUDGET SUMMARY

PROJECT TITLE:		Federal Fiscal Year: 2012											PROGRAM AREA		
McAlester Speed Enforcement		Project Number: SE-12-03-04-04											402 Police Traffic Services		
COST CATEGORY ITEMS		1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			Annual Total	
		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD	
<b>I. PERSONNEL</b>															
A. Salaries	P	1,847	1,847	1,847	1,847	1,847	1,847	1,847	1,847	1,847	1,847	1,847	1,847	1,847	22,164
	A														0.00
B. Benefits	P	153	153	153	153	153	153	153	153	153	153	153	153	1,836	
	A														0.00
<b>II. TRAVEL</b>															
A. In-State Travel	P														0
	A														0.00
B. Out-of-State Travel	P														0
	A														0.00
<b>III. OPERATING COSTS</b>															
	P														0
	A														0.00
<b>IV. CONTRACTUAL COSTS</b>															
	P														0
	A														0.00
<b>V. EQUIPMENT</b>															
	P			6,000											6,000
	A														0.00
<b>MONTHLY TOTAL</b>															
	P	2,000	2,000	8,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	30,000
	A	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

P = Projected Expenditures

A = Actual Expenditures (To be completed by Project Director each month.)

## BUDGET DETAILS

PROJECT TITLE:		McAlester Speed Enforcement		Federal Fiscal Year: 2012				PROGRAM AREA		
				Project Number: SE-12-03-04-04				402 Police Traffic Services		
COST CATEGORY ITEMS		DESCRIPTION OF EXPENDITURE ITEMS		MONTH						TOTALS
				OCT	NOV	DEC	JAN	FEB	MAR	SEMI-ANNUAL
				APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
I.A.	1.	Salary for Speed Enforcement (rate not to exceed 1.5 times regular hourly rate unless contractually required and pre-approved by OHSO).	P	1,847	1,847	1,847	1,847	1,847	1,847	11,082
			A							
			P	1,847	1,847	1,847	1,847	1,847	1,847	22,164
			A							
I.B.	1.	Benefits for Speed Enforcement (not to exceed .0765 times rate of overtime pay unless contractually required and pre-approved by OHSO.)	P	153	153	153	153	153	153	918
			A							
			P	153	153	153	153	153	153	1,836
			A							
I.C.	1.	Cost for 4 (four) radar units	P			6,000				6,000
			A							
			P							6,000
			A							
			P							
			A							
			P							
			A							
			P							
			A							
			P							
			A							

P = Planned Budget

A = Actual Expenditures (To be completed by Project Director each month.)

## ACTIVITY / MILESTONES

PROJECT TITLE:			Federal Fiscal Year: 2012									PROGRAM AREA			
McAlester Speed Enforcement			Project Number: SE-12-03-04-04									402 Police Traffic Services			
No.	Activities		MILESTONES												Total YTD
			1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			
			OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	
1.	Hours of overtime Speed Enforcement worked.	P	56	56	56	56	56	57	57	57	57	57	57	57	679
		A													
2.	Number of speed citations and written warnings issued. Target is two speed contacts per hour.	P	112	112	112	112	112	114	114	114	114	114	114	114	1,358
		A													
3.	Number of other citations and written warnings issued.	P	X	X	X	X	X	X	X	X	X	X	X	X	0
		A													
4.	Number of PI&E activities (to include media contacts, safety presentations, etc.).	P	X	X	X	X	X	X	X	X	X	X	X	X	0
		A													
5.	Provide statement of certification/training in use of OHSO funded equipment (if federally funded equipment is included in contract).	P			X										0
		A													0

P = Projected Activities

A = Actual Activities Accomplished (To be completed by Project Director each month.)

## ACTIVITY / MILESTONES

PROJECT TITLE:			Federal Fiscal Year: 2012									PROGRAM AREA			
McAlester Speed Enforcement			Project Number: SE-12-03-04-04									402 Police Traffic Services			
No.	Activities		MILESTONES												
			1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			Total
			OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD
6.	Support NHTSA's national goals and participate in the National Click It Or Ticket and Drive Sober or Get Pulled Over Mobilizations including pre and post mobilization reporting.	P							X			X		0	
		A												0	
7.	Submit monthly claims to OHSO, including a breakdown of enforcement activity.	P	1	1	1	1	1	1	1	1	1	1	1	12	
		A													0
8.	Submit Project Evaluation Summary to OHSO by November 1, 2012.	P		X (2012)											
		A													
		P													
		A													
		P													
		A													

P = Projected Activities

A = Actual Activities Accomplished (To be completed by Project Director each month.)

**REGULATIONS AND DIRECTIVES**

The Grantee, its assignee(s), successor(s) in interest, subcontractor(s), supplier(s), or anyone who is a recipient of financial assistance through this grant shall agree to all applicable provisions of the following; however, nothing here should be interpreted to limit the requirements to comply with regulations and directives not included in this list:

1. Grantee agrees to implement the project in accordance with federal statutes, local statutes and regulations, as well as the policies and procedures established by the Oklahoma Highway Safety Office.
2. Compliance with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended, as implemented by 49 CFR Parts 21 and 27. Title VIII of the Civil Rights Act of 1968 and any other nondiscrimination provisions in the specific statute(s) which may apply to the application.
3. Hatch Act (Political Activity), 5 U.S.C. Sections 1501-1508 and 5 CRF Part 151.
4. Buy America Act, 23 U.S.C. 101.
5. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions:
  - (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  - (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
6. Certification Regarding Federal Lobbying; Certification for Contracts, Grant, Loans, and Cooperative Agreements. The undersigned certifies, to the best of his or her knowledge and belief, that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for the influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (3) Then undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
  - *Restriction on State Lobbying*; None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.
7. Equipment Purchased with Highway Safety Funds
  - Ownership of equipment purchased is vested in the Grantee, who must use the property only for the authorized purpose of this project(49 CFR, Part 18 (Common Rule) )
  - Equipment must be entered into, and tracked through, the Grantee's inventory system and the OHSO inventory
  - Equipment maintenance and liability coverage are the Grantee's responsibility
  - Grantee shall not remove, transfer, or dispose of the property without prior written approval from OHSO
  - If equipment is lost or stolen, the OHSO must be notified immediately, in writing, accompanied by a police report

To dispose of ANY equipment, the Grantee MUST:

1. Write a letter of request to OHSO;
2. State how the disposal will occur (auction, transfer, etc.) and/or provide three (3) appraisals;
3. Maintain equipment until Grantee receives letter of approval.
4. Return Equipment to OHSO

Nothing herein contained shall be construed as incurring for the Grantor Agency any liability for Workmen's Compensation, F.I.C.A., Withholding Tax, Unemployment Compensation, or any other payment which is not a part of this contract.

Grantee shall adopt (if none presently exists) and enforce a safety belt use policy requiring all employees and others riding in Grantee vehicles and/or on Grantee business to use safety belts in accordance with State law.

Regular compensation and/or overtime compensation provided in this grant award will be paid in accordance with established policies and regulations of your entity. Any deviation from the established policies and regulations must be specifically addressed in the written grant award.

Grantee shall verify that any officer using a grant purchased radar or grant purchased video camera has received training in the proper use of the equipment.

Grantee shall encourage all law enforcement officers participating in impaired driving enforcement programs to obtain certification in NHTSA sanctioned Standard Field Sobriety Test (SFST) procedures.

Grantee shall submit monthly activity and reimbursement reports (including all appropriate documentation) to OHSO. Reports shall be submitted within 30 days of the end of the reporting month. Failure to comply with this 30-day limit may result in denial of the reimbursement claim.

Reports should include, as a minimum, the following:

1. Project Director's Report.
2. Budget Summary (include all cumulative year-to-date information).
3. Budget Details (include all cumulative year-to-date information).
4. Activity Milestones (include all cumulative year-to-date information).
5. Financial documentation for the current report (time sheets, payroll documents, invoices, purchase orders, and/or other appropriate verification of expenditures).
6. Activity documentation for the current report (include information on all projected activities whether completed or not, and any additional activities that were conducted; an explanation should be provided for any activities not completed).
7. Any additional, pertinent information to the project for the current reporting period.

This is a Federally funded project. The Federal Funds are provided by the NHTSA and, as such, may be subject to audit under Office of Management and Budget (OBM) or A-133. Unless other arrangements are made, any required audit is the responsibility of the Grantee.

Any activities or cost items not specifically addressed in this agreement or any revisions to the items which are included in the agreement must be approved, in writing, by the OHSO Director/Governor's Representative or designee before they will be considered eligible activities and/or cost items. (For example, any out-of-state travel expenses not specifically identified in one's agreement require prior written permission from the OHSO Director/Governor's Representative or designee or the costs will not be reimbursed.)

These "Specific Agreement" topics have been provided in an effort to assist grantees. This is not in any way a complete list of all requirements. Any questions and/or concerns not addressed here or in other areas of this grant agreement should be directed to the OHSO Program Manager assigned responsibility for oversight of this project.

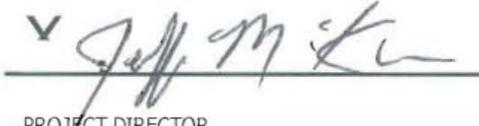
The continuation of this project is contingent on the availability and receipt by OHSO of Federal Funds.

**OKLAHOMA HIGHWAY SAFETY OFFICE**

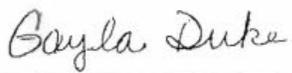
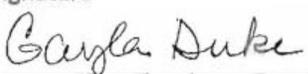
**PROJECT DIRECTOR'S REPORT**

<b><u>TITLE OF PROJECT</u></b>		
McAlester Speed Enforcement		
<b><u>PROJECT NUMBER</u></b> SE-12-03-04-04	<b>CLAIMED</b>	<b><u>REIMBURSEMENT</u></b> \$
<b><u>REPORTING PERIOD</u></b>	<b>OHSO USE ONLY</b>	AMOUNT DISALLOWED \$
FROM	TO	TOTAL ALLOWED \$

**SUMMARY OF ACCOMPLISHMENTS FOR REPORTING PERIOD**

<b>AFFIDAVIT</b>	
<p>I, <u>Jeff McKee</u>, the undersigned, of lawful age, being first duly sworn, on oath, say that I am the duly authorized Project Director of the above mentioned grant agreement with the Oklahoma Highway Safety Office; do depose and say that I have full knowledge of this "Project Director's Report;" that said report is, in accordance with the aforementioned grant agreement, true and correct and that the claim for reimbursement is correct, just and due; that the amount claimed, after allowing all just credits, is now due and wholly unpaid; and that I am duly authorized to file this request for reimbursement of the aforementioned expenditure of funds. Affiant further states that he/she has fully complied with all Municipal, State and Federal Laws, Regulations and directives governing grants including, but not limited to, those listed in Parts II and III of the aforementioned grant agreement, to the best of his/her knowledge, information and belief.</p>	
<b><u>Project Director's Signature</u></b>	
	
PROJECT DIRECTOR	
<b><u>City of McAlester</u></b>	
Grantee	
<b><u>McAlester Police Department</u></b>	
Department or Division	
	DATE <u>8-18-11</u>
<b>OHSO USE ONLY</b>	The Oklahoma Highway Safety Office hereby acknowledges satisfactory performance of all grant activities required under the above mentioned grant agreement. Documentation of the receipt and/or performance is on file and available at OHSO.
By _____	Date _____ P.O.# _____



HIGHWAY SAFETY PROJECT APPLICATION FISCAL YEAR 2012		MAR 31 2011
STATE OF OKLAHOMA OKLAHOMA HIGHWAY SAFETY OFFICE 3223 N. LINCOLN BLVD OKLAHOMA CITY, OK 73105 (405) 523-1570 FAX (405) 523-1586		OHSO USE ONLY Program Area _____  Contract Amount _____  Program Manager _____
Name and address of organization: McAlester Police Department Po Box 388 McAlester Ok. 74502		If applicant is a law enforcement agency, please provide the following: Approximate population served: 19000 Number of sworn officers: 42
Telephone Number: 918-423-1212	FEI Number: 73606407	DUNS Number: 74263849-5321
Fax Number: 918-426-6225	Email: jeff.mckee@cityofmcalester.com	
<b>A. PROJECT DIRECTOR</b>		
Name and Rank (if applicable): Captain Jeff McKee		Address (if different than above): Same
Telephone Number: 918-470-8411	Email: Same	
Signature 		Date 3-30-11
<b>B. FINANCIAL OFFICER</b>		
Name and Rank (if applicable): Chief Financial Officer-Gayla Duke 		Address (if different than above): Po Box 578 McAlester Ok. 74502
Telephone Number: 918-423-9300 Ext. 4961	Email: gayla.duke@cityofmcalester.com	
Signature 		Date 3-30-11
<b>C. AUTHORIZING OFFICIAL (MUST BE AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF APPLICATION ORGANIZATION)</b>		
Name and Rank (if applicable): City of McAlester, City Manager, Peter Stasiak		Address (if different than above): Po Box 578 McAlester Ok. 74502
Telephone Number: 918-423-9300 Ext. 4964	Email: peter.stasiak@cityofmcalester.com	
Signature 		Date 3-30-11

**NOTE: Submit one application containing original signatures in parts (A), (B), and (C).**

<b>HIGHWAY SAFETY PROJECT APPLICATION FISCAL YEAR 2012</b>		
<b>PLEASE RANK THE TYPE OF PROJECT(S) PROPOSED IN ORDER OF PRIORITY</b>		
1. Speed	EMS	Traffic Records/Data
2. Occupant Protection	Occupant Protection	Pedestrian/Bicycle Safety
3. Impaired Driving	Impaired Driving	Roadway/Crossing Safety
4.	Speed	Other (explain in description)
<b>PROBLEM IDENTIFICATION (250 words or less)</b>		
<p>According to OHSO data for 2009, there were a total of 843 traffic accidents in Pittsburg County. 466 of those traffic accidents occurred in the City of McAlester. 346 of those total accidents for Pittsburg County resulted in personal injury or fatal traffic accidents. 177 of those personal injury or fatal traffic accidents happened in the City of McAlester. In the Calendar year of 2010, according to Internal record tracking System, there were 139 injury accidents, 157 hit and run accidents, and 938 non-injury accidents that occurred in our jurisdiction. Officers are too busy with Calls for Service to focus specifically on traffic. The City has no available resources for over time.</p>		
<b>PROJECT DESCRIPTION (250 words or less)</b>		
<p>The McAlester Police Department will use CLEET certified officers, working on an overtime basis, to conduct traffic enforcement activities within the city limits of McAlester. These traffic enforcement activities will be in locations that will likely reduce the number of non-injury traffic accidents as well as fatal or personal injury traffic accidents. Emphasis will be placed in the areas of speeding violations by the use of radar units, as well as seatbelt/child restraint violations and D.U. I. driving. In addition, the officers will conduct Public Information and Education Activities as appropriate to support their program.</p> <p>This funding will add approximately 170 hours per month for Officers to work overtime to specifically concentrate on working Traffic Enforcement.</p> <p>Speed is the primary general focus, with a special focus on seatbelts/child restraint during Click It or Ticket time. Impaired Driving will always be an enforcement issue in any Traffic Stop.</p>		

HIGHWAY SAFETY PROJECT APPLICATION FISCAL YEAR 2012		
<b>PROJECT EVALUATION (150 words or less)</b>		
<p>Monthly data will be entered into the database and compared with previous months and comparable months from previous year/s.</p> <p>At the completion of the project, a comparison will be made between the number of fatal and personal injury traffic accidents, as well as non-injury accidents, occurring during the project period with the baseline data from 2009.</p>		
<b>PROJECT GOALS (100 words or less)</b>		
<p>To lower the number of fatal and personal injury traffic accidents within the City of McAlester by 5%. From 177 in 2009 (most current OHSO data) to 168 in 2012. And also to give Public Information and Education on how to reduce the number of traffic accidents. (non-injury, personal injury and fatal).</p>		
<b>BUDGET SUMMARY</b>		
Expense Item	Amount	Briefly describe how funds will be used
Salary & Benefits	\$ 27,127	\$25,200.00 will be used to pay officers overtime salary. \$1,927.00 will be used for officers F.I.C.A. Taxes.
Travel In-state	\$	
Travel Out-of-state	\$	
Operating Costs	\$	
Contractual Services	\$	
Equipment	\$ 6000.00	To purchase 4 late model radar units to replace older radar units.
<b>TOTAL</b>	<b>\$ 33,127</b>	

Council Chambers  
Municipal Building  
August 23, 2011

The McAlester Airport Authority met in a Regular session on Tuesday, August 23, 2011, at 6:00 P.M. after proper notice and agenda was posted August 22, 2011.

Present: Robert Karr, Buddy Garvin, Sam Mason, Weldon Smith, Steve Harrison,  
John Browne, & Kevin E. Priddle  
Absent: None  
Presiding: Kevin E. Priddle, Chairman

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

- Approval of the Minutes from the August 9, 2011 Regular Meeting of the McAlester Airport Authority. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item C, regarding claims ending August 16, 2011. (*Toni Ervin, Interim Chief Financial Officer*) In the amount of \$10,356.33.
- Confirm action taken on City Council Agenda Item 1, an Ordinance amending Ordinance No. 2361 which established the budget for fiscal year 2010-2011; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. (*Toni Ervin, Interim Chief Financial Officer*)
- Confirm action taken on City Council Agenda Item 2, 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, Interim Chief Financial Officer*)
- Confirm action taken on City Council Agenda Item 6, authorizing the Mayor to sign a resolution adopting the City of McAlester and McAlester Public Schools Multi-Jurisdictional Multi-Hazard Mitigation Plan. (*John Modzelewski, PE, City Engineer and PW Director*)
- Confirm action taken on City Council Agenda Item 10, adopting a Resolution supporting application for Federal Assistance with the FAA. (*Mel Priddy, Director of Community Services*)
- Confirm action taken on City Council Agenda Item 11, authorizing the Mayor to sign an application and any other grant related documents for Federal Assistance with the FAA. (*Mel Priddy, Director of Community Services*)

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

AYE: Trustees Karr, Garvin, Mason, Smith, Harrison, Browne & Chairman Priddle  
NAY: None

Chairman Priddle declared the motion carried.

A motion was made by Chairman Priddle and seconded by Mr. Browne to confirm action taken on New Business item to authorize the Mayor to sign an FFA Reimbursement Agreement and direct the City Manager to prepare and submit a budget amendment at the next Council meeting.

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

AYE: Trustees Karr, Garvin, Mason, Smith, Harrison, Browne & Chairman Priddle  
NAY: None

Chairman Priddle declared the motion carried.

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

AYE: Trustees Karr, Garvin, Mason, Smith, Harrison, Browne & Chairman Priddle  
NAY: None

Chairman Priddle declared the motion carried.

ATTEST:

\_\_\_\_\_  
Kevin Priddle, Chairman

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

Council Chambers  
Municipal Building  
August 23, 2011

The McAlester Public Works Authority met in a Regular session on Tuesday, August 23, 2011, at 6:00 P.M. after proper notice and agenda was posted August 22, 2011.

Present: Weldon Smith, Steve Harrison, John Browne, Robert Karr, Buddy Garvin,  
Sam Mason & Kevin E. Priddle

Absent: None

Presiding: Kevin E. Priddle, Chairman

A motion was made by Mr. Browne and seconded by Mr. Harrison to approve the following:

- Approval of the Minutes from the August 9, 2011 Regular Meeting of the McAlester Public Works Authority (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item C, regarding claims ending August 16, 2011. (*Toni Ervin, Interim Chief Financial Officer*) In the amount of \$278,201.30.
- Confirm action taken on City Council Agenda Item 1, an Ordinance amending Ordinance No. 2361 which established the budget for fiscal year 2010-2011; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. (*Toni Ervin, Interim Chief Financial Officer*)
- Confirm action taken on City Council Agenda Item 2, 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, Interim Chief Financial Officer*)
- Confirm action taken on City Council Agenda Item 5, selling approximately five (5) acres of land at the Steven Taylor Industrial Park at a sale price of \$12,000 per acre. (*Peter J. Stasiak, City Manager*)
- Confirm action taken on City Council Agenda Item 6, authorizing the Mayor to sign a resolution adopting the City of McAlester and McAlester Public Schools Multi-Jurisdictional Multi-Hazard Mitigation Plan. (*John Modzelewski, PE, City Engineer and PW Director*)
- Confirm action taken on City Council Agenda Item 7, the appropriation of funds for the construction of Elks Road Improvements and Extension. (*John Modzelewski, PE, City Engineer and PW Director*)

- Confirm action taken on City Council Agenda Item 8, award of bid for 2009 Water and Sewer Improvements and authorizing the Mayor to enter into a construction contract, after review and approval by the City Attorney's Office, with W. Brown Enterprises, Inc., in an amount of \$200,167.50. This project is partially funded by a Community Development Block Grant from the Oklahoma Department of Commerce of \$90,630.00. *(David Medley, Utilities Director)*
- Confirm action taken on City Council Agenda Item 9, award of bid to Frontier Equipment Sales, L.L.C., for the purchase of one (1) New and Unused Combination Jet/Vacuum Sewer Cleaner. *(David Medley, Utilities Director)*
- Confirm action taken on New Business item to authorize the Mayor to sign an FFA Reimbursement Agreement and direct the City Manager to prepare and submit a budget amendment at the next Council meeting.

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

AYE: Trustees Smith, Harrison, Browne, Karr, Garvin, Mason, & Chairman Priddle

NAY: None

Chairman Priddle declared the motion carried.

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

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

AYE: Trustees Harrison, Browne, Garvin, Mason & Chairman Priddle

NAY: None

Chairman Priddle declared the motion carried.

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Kevin Priddle, Chairman

ATTEST:

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Cora Middleton, Secretary