



McAlester City Council

NOTICE OF MEETING

Regular Meeting Agenda

Tuesday, April 27, 2010 – 6:00 pm
McAlester City Hall – Council Chambers
28 E. Washington
McAlester, Oklahoma 74501

Kevin E. Priddle	Mayor
Chris B. Fiedler	Ward One
Steve Harrison	Ward Two
John Browne	Vice-Mayor, Ward Three
Robert Karr	Ward Four
Buddy Garvin	Ward Five
Louis Smitherman	Ward Six
Peter J. Stasiak	Acting City Manager
William J. Ervin	City Attorney
Cora M. Middleton	City Clerk

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

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

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

CALL TO ORDER

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

- Dr. Charles Neff, First United Methodist Church

ROLL CALL

CITIZENS COMMENTS ON NON-AGENDA ITEMS

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

RECOGNITION OF KAREN BOATRIGHT THE ANNE THOMPSON COURT CLERK OF THE YEAR AWARD

RECOGNITION OF CITY OF MCALESTER EMPLOYEE OF THE MONTH

- Employee of the Month for March 2010 is Nick Mitchell – Utility Maintenance Department.

CONSENT AGENDA

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

- A. Approval of the Minutes from the April 6, 2010, Special Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of the Minutes from the April 12, 2010, Re-Scheduled Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- C. Approval of Claims for April 13, 2010 through April 27, 2010. *(Gayla Duke, Chief Financial Officer)*
- D. A Resolution to adopt the Capital Improvement Program 2010-2015 as stated by the City Charter Section 5.12 (b) City Council Action on Capital Program, which states “The City Council by resolution shall adopt the capital program with or without amendment after the public hearing(s) on or before the last day of April of the current fiscal year. If the City Council fails to adopt the capital program by such date, the current capital program will continue in effect.” *(Peter J. Stasiak, Acting City Manager)*

ITEMS REMOVED FROM CONSENT AGENDA

PUBLIC HEARING

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

- An Ordinance amending Ordinance No. 2327, which established the budget for fiscal year 2009-2010; repealing all conflicting ordinances; providing for a severability clause; and Declaring an Emergency.
- Public Hearing Notice to close out a completed prior CDBG Grant. This grant was utilized for water and wastewater improvements.

SCHEDULED BUSINESS

1. Presentation of Quarterly Report of the Pride of McAlester. *(Mark Wilkett, President, Pride of McAlester)*

Executive Summary

Quarterly Report by the PIM – President, Mark Wilkett.

2. Presentation of Quarterly Report of the McAlester Economic Development Service, Inc. *(Ms. Shari Cooper, Executive Director, MEDS)*

Executive Summary

Quarterly Report by the MEDS – Executive Director, Shari Cooper.

3. Consider, and act upon, the City of McAlester to host a Business, Economic & Development Summit to be held on June 14, 2010. Amount requested to fund summit is \$2500.00. *(Vice Mayor John Browne)*

Executive Summary

A motion to approve the City of McAlester to host a Business, Economic & Development Summit. Amount requested to fund summit is \$2500.00

4. Consider, and act upon, the purchase of AT&T equipment for a third workstation for the E-911 Command Center. *(Jim Lyles, Chief of Police)*

Executive Summary

A motion to approve a \$95,000 purchase of equipment for the third workstation for the E-911 Command Center.

5. Consider and act upon, authorizing the Mayor to sign a contract for Administrative Services with the Kiamichi Economic Development District of Oklahoma (KEDDO) for the 2009-2010 Community Development Block Grant (CDBG) Small Cities in the amount of \$4,200. *(Peter Stasiak, Acting City Manager)*

Executive Summary

A motion to approve a Contract For Administrative Services with KEDDO for the 2009-2010 CDBG-Small Cities grant program in the amount of \$4,200 and authorizing the Mayor to sign the contract.

6. Consider, and act upon, authorizing the Mayor to sign Tulsa State Fair Lease Agreement for booth rental space during the fair September 30, through October 10, 2010. *(Councilman, Chris Fiedler)*

Executive Summary

A motion to authorize the Mayor to sign the Tulsa State Fair Lease Agreement.

7. Financial Reports for Month ending March, 2010. *(Gayla Duke, Chief Financial Officer)*

Executive Summary

Financials for Month ending March 31, 2010.

8. Consider, and act upon, an Ordinance amending Ordinance No. 2327 which established the budget for fiscal year 2009-2010; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. (*Gayla Duke, Chief Financial Officer*)

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

Exhibit A-1, General Fund: Appropriation of insurance damages received and reclass capital expenditures in Repayment (CIP) fund. Correct original budgeting of federal Highway Safety Grant.

Exhibit A-2, Repayment (CIP) Fund: Appropriate transfer from General Fund and reclass traffic control expenditures. Appropriate fund balance to contingency for various items.

Exhibit A-3, MPWA Fund: Appropriate funding for MPWA damages account for settlement of lawsuit.

Executive Summary

Motion to approve the budget amendment ordinance.

9. **TABLED FROM PREVIOUS MEETING** - Consider, and act upon, a Work Order for Mehlburger Brawley Corporation for engineering services required for the design of construction of the U.S. 69 Utility Relocate, ODOT State Job No. 14999 (04) as required by the Oklahoma Department of Transportation. (*Peter J. Stasiak, ACM*)

Executive Summary

Motion to approve and authorize the Mayor to sign the work order for Mehlburger Brawley to complete work required for U.S. 69 Utility Relocate, ODOT State Job No.14999 (04) for an estimated fee of \$50,000 upon review and approval of by the City Attorney's Office.

NEW BUSINESS

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

CITY MANAGER'S REPORT

REMARKS AND INQUIRIES BY CITY COUNCIL

RECESS COUNCIL MEETING

CONVENE AS McALESTER AIRPORT AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the April 12, 2010, Re-Scheduled Regular Meeting of the McAlester Airport Authority. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item C, regarding claims ending April 27, 2010. (*Gayla Duke, Chief Financial Officer*)
- Confirm action taken on City Council Agenda Item D, regarding a Resolution to adopt the Capital Improvement Program 2010-2015 as stated by the City Charter Section 5.12 (b) City Council Action on Capital Program, which states "The City Council by resolution shall adopt the capital program with or without amendment after the public hearing(s) on or before the last day of April of the current fiscal year. If the City Council fails to adopt the capital program by such date, the current capital program will continue in effect." (*Peter J. Stasiak, Acting City Manager*)

ADJOURN MAU.

CONVENE AS McALESTER PUBLIC WORKS AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the April 12, 2010, Re-Scheduled Regular Meeting of the McAlester Public Works Authority. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item C, regarding claims ending April 27, 2010. (*Gayla Duke, Chief Financial Officer*)
- Confirm action taken on City Council Agenda Item D, regarding a Resolution to adopt the Capital Improvement Program 2010-2015 as stated by the City Charter Section 5.12 (b) City Council Action on Capital Program, which states "The City Council by resolution shall adopt the capital program with or without amendment after the public hearing(s) on or before the last day of April of the current fiscal year. If the City Council fails to adopt the capital program by such date, the current capital program will continue in effect." (*Peter J. Stasiak, Acting City Manager*)
- Confirm action taken on Item 5, authorizing the Mayor to sign a contract for Administrative Services with the Kiamichi Economic Development District of Oklahoma (KEDDO) for the 2009-2010 Community Development Block Grant (CDBG) Small Cities in the amount of \$4,200. (*Peter Stasiak, Acting City Manager*)
- Confirm action taken on Item 8, an Ordinance amending Ordinance No. 2327 which established the budget for fiscal year 2009-2010; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. (*Gayla Duke, Chief Financial Officer*)
- Confirm action taken on Item 9, a Work Order for Mehlburger Brawley Corporation for engineering services required for the design of construction of the U.S. 69 Utility

Relocate, ODOT State Job No. 14999 (04) as required by the Oklahoma Department of Transportation. *(Peter J. Stasiak, ACM)*

ADJOURN MPWA.

CONVENE AS MCALESTER RETIREMENT TRUST AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the March 23, 2010, Regular Meeting of the McAlester Retirement Trust Authority. *(Cora Middleton, City Clerk)*
- Approval of Retirement Benefit Payments for the Period of April 2010. *(Gayla Duke, Chief Financial Officer)*

ADJOURN MRTA

RECONVENE COUNCIL MEETING

EXECUTIVE SESSION

Recess into Executive Session in compliance with Section Title 25 Section 307 B.1 and Section 307 B.4, et.seq. Oklahoma Statutes, to wit:

- **Section 307 (B) (4)** – Confidential communications between a public body and its attorney concerning a pending investigation, claim, or action if the public body, with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation or proceeding in the public interest.
- **Section 307 (B) (1)** – Discuss the employment, hiring, appointment, promotion, demotion, disciplining, or resignation of any individual salaried public officer or employee: City Manager.

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

- Consider, and act upon, the employment, hiring, appointment, promotion, demotion, disciplining, or resignation of any individual salaried public officer or employee: City Manager.

ADJOURNMENT

CERTIFICATION

I certify that this Notice of Meeting was posted on this _____ day of _____ 2010 at ____ a.m./ p.m. as required by law in accordance with Section 303 of the Oklahoma Statutes and that the appropriate news media was contacted. As a courtesy, this agenda is also posted on the City of McAlester website: www.cityofmcalester.com.

Cora M. Middleton, City Clerk

Council Chambers
Municipal Building
April 12, 2010

The McAlester City Council met in Rescheduled Regular session on Monday, April 12, 2010, at 6:00 P.M. after proper notice and agenda was posted, April 8, 2010, at 4:43 P.M.

CALL TO ORDER

Mayor Priddle called the meeting to order.

Fran Greathouse, First Christian Church, led the Pledge of Allegiance and gave the invocation.

ROLL CALL

Council Roll Call was as follows:

Present: Chris Fiedler, Steve Harrison, John Browne, Robert Karr, Buddy Garvin, Louis Smitherman & Mayor Priddle
Absent: None
Presiding: Kevin E. Priddle, Mayor

Staff Present: Peter J. Stasiak, Acting City Manager/Planning and Community Development Director; Gayla Duke, Chief Financial Officer; Mel Priddy, Community Services Director; David Medley, Utilities Director; John Modzelewski, City Engineer/Public Works Director; William J. Ervin, City Attorney and Cora Middleton, City Clerk

CITIZENS' COMMENTS ON NON-AGENDA ITEMS

None

CONSENT AGENDA

- A. Approval of the Minutes from the March 9, 2010, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of the Minutes from the Special Meeting on March 10, 2010, Special Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- C. Approval of the Minutes from the March 23, 2010, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- D. Approval of the Minutes from the Special Meeting on April 1, 2010, Special Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- E. Approval of Claims for March 24, 2010 through April 12, 2010. *(Gayla Duke, Chief Financial Officer)* In the following amounts: General Fund - \$99,299.84; Nutrition - \$912.28; Police Grant Fund - \$5,674.69; SE Expo Center/Tourism Fund - \$5,728.41; E-

911 - \$2,276.11; Economic Development – \$4,848.22; Gifts & Contributions - \$63,036.79 and CIP Fund - \$42,208.00.

- F. A Resolution directing filing and notification of the Publication of Biennial Supplements to the McAlester City Code of 1972. *(Cora Middleton, City Clerk)* Resolution No. 10-06.
- G. Concur with Mayor’s Re-appointment of David Verner to the Airport Advisory Board for a term to expire January 22, 2012. *(Kevin E. Priddle, Mayor)*
- H. Concur with Mayor’s Re-appointment of Mike Hogan to the Airport Advisory Board for a term to expire January 22, 2012. *(Kevin E. Priddle, Mayor)*
- I. Concur with Mayor’s Re-appointment of Stephen Otis to the Airport Advisory Board for a term to expire January 22, 2012. *(Kevin E. Priddle, Mayor)*
- J. Concur with Mayor’s Re-appointment of Mark Emmons to the Board of Adjustment for a term to expire March 31, 2012. *(Kevin E. Priddle, Mayor)*
- K. Concur with Mayor’s appointment of Karen Stobaugh to the Board of Adjustment for a term to expire March 31, 2012. *(Kevin E. Priddle, Mayor)*
- L. Concur with Mayor’s Re-appointment of Ruth Harkins to the Cemetery Board for a term to expire December 31, 2012. *(Kevin E. Priddle, Mayor)*

Councilman Harrison requested that items “E” and “H” be removed for individual consideration.

Vice-Mayor Browne moved to approve Consent Agenda item’s “A through D”, “F and G” and “I through L.” The motion was seconded by Councilman Fiedler.

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

AYE: Councilman Fiedler, Harrison, Browne, Karr, Garvin, Smitherman & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

ITEMS REMOVED FROM CONSENT AGENDA

- E. Approval of Claims for March 24, 2010 through April 12, 2010. *(Gayla Duke, Chief Financial Officer)* In the following amounts: General Fund - \$99,299.84; Nutrition - \$912.28; Police Grant Fund - \$5,674.69; SE Expo Center/Tourism Fund - \$5,728.41; E-911 - \$2,276.11; Economic Development – \$4,848.22; Gifts & Contributions - \$63,036.79 and CIP Fund - \$42,208.00.

Councilman Harrison moved for approval of Consent Agenda item “E.” The motion was seconded by Councilman Karr.

Before the vote, Councilman Harrison commented that he had questions concerning some of the payments made in the claims list, of which was a payment to Center Point Energy for 1701 E. Carl Albert, a payment to McAfee and Taft and a lease payment to Welch State Bank. Acting City Manager Stasiak explained that the Center Point Energy payment was for part of the Cemetery, the payment to McAfee and Taft was for labor negotiations and grievances related to the Unions and the payment to Welch State Bank was the annual lease payment for a backhoe.

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

AYE: Councilman Harrison, Browne, Karr, Garvin, Smitherman, Fiedler & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

H. Concur with Mayor's Re-appointment of Mike Hogan to the Airport Advisory Board for a term to expire January 22, 2012. *(Kevin E. Priddle, Mayor)*

Councilman Harrison moved approval of Consent Agenda item "H." The motion was seconded by Vice-Mayor Browne.

Before the vote, Councilman Harrison commented that the resume included in the agenda packet was a good example of the information that the Council had requested on appointments. He then asked if the Code of Conduct had been sent to all of the Boards and he did not recall if the Council had been given a sign off sheet with the Code of Conduct they had received.

Mayor Priddle stated that the individuals that did not have resumes were currently appointed to other boards and the Council should be familiar with them.

Mr. Stasiak stated that the Code of Conduct had not been sent out to the boards but that would be done and the Council would be given the sign off sheets also.

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

AYE: Councilman Browne, Karr, Garvin, Smitherman, Fiedler, Harrison & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

Mayor Priddle explained that there were two (2) items that needed to be submitted for a Public Hearing. He then asked for a motion to open the Public Hearing for comments on an Ordinance amending the budget for fiscal year 2009-2010 and for comments on the proposed Capital Program for FY 2009/2010-2014/2015.

Councilman Karr moved to open the Public Hearing for citizen comments regarding an Ordinance amending the budget for fiscal year 2009-2010 and the proposed Capital Program for

FY 2009/2010-2014/2015. The motion was seconded by Councilman Harrison. There was no discussion, and the vote was taken as follows:

AYE: Councilman Karr, Garvin, Smitherman, Fiedler, Harrison, Browne & Mayor Priddle
NAY: None

Mayor Priddle declared the motion carried and the Public Hearing was opened at 6:11 P.M.

PUBLIC HEARING

- An Ordinance amending Ordinance No. 2327, which established the budget for fiscal year 2009-2010; repealing all conflicting ordinances; providing for a severability clause; and Declaring an Emergency.
- Public Hearing on the proposed Capital Program for FY 2009/10 – 2014/15 for the City of McAlester.

There were no comments or discussion on either of the items in the Public Hearing. Councilman Smitherman moved to close the Public Hearing. The motion was seconded by Councilman Fiedler. There was no discussion and the vote was taken as follows;

AYE: Councilman Garvin, Smitherman, Fiedler, Harrison, Browne, Karr & Mayor Priddle
NAY: None

Mayor Priddle declared the motion carried and the Public Hearing was closed at 6:12 P.M.

SCHEDULED BUSINESS

1. Consider, and act upon, McAlester Airport Advisory Board recommendation to renew rental and fuel fee contract with Bren Air, Inc. (*Mel Priddy, Director of Community Services*)

Executive Summary

A motion to approve the renewal of a contract with Bren Air, Inc. to increase rental rate \$25.00 per month for hangar rental, office, counter space, and fuel fees will remain the same.

Vice-Mayor Browne moved to approve the McAlester Airport Advisory Board recommendation to renew rental and fuel fee contract with Bren Air, Inc. The motion was seconded by Councilman Fiedler.

Before the vote, Mel Priddy explained that the Airport Advisory Board met on December 21, 2009 and voted unanimously to renew the contract for hangar rental, office and counter space and fuel fees with Bren Air, Inc. for five (5) years. He added that the Board had recommended a monthly increase of \$25.00 in the hangar rental rate.

Councilman Harrison commented that he had a problem with the minutes of the Airport Advisory Board and the way the votes recorded. There was a lengthy discussion among the Council regarding the length of the previous contract, the proposed contract, the comparison included in the agenda packet information, using the square footage in the calculation of the rate, adding a CPI adjustment and referring the contract back to the Airport Advisory Board to review

again. Mr. Stasiak commented that all of the City's contracts needed reviewed and worked on. Mr. Priddy stated that it was hard to do business with a shorter contract.

Councilman Harrison moved to table this item for further review. There was no second and Mayor Priddle declared the motion failed for lack of a second.

There was a brief discussion on adding a CPI clause into the contract with a cap at 3½ percent per year.

Vice-Mayor Browne moved to approve the McAlester Airport Advisory Board recommendation to renew rental and fuel fee contract with Bren Air, Inc. with the addition of a CPI clause with a 3½ percent per year cap. The motion was seconded by Councilman Smitherman.

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

AYE: Councilman Karr, Garvin, Smitherman, Fiedler, Harrison, Browne & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

2. Consider, and act upon, Cemetery Board recommendation to increase fees at Oak Hill Cemetery. *(Mel Priddy, Director of Community Services)*

Executive Summary

A motion to approve Cemetery Board recommendation to increase fees at Oak Hill Cemetery.

Councilman Smitherman moved to approve the Cemetery Board recommendation to increase fees at Oak Hill Cemetery. The motion was seconded by Councilman Karr.

Before the vote, Mel Priddy explained that the Cemetery Board had met on March 10, 2010 and voted unanimously to raise the fees across the board by \$50.00 with the exception of infant grave and infant grave opening and closing charges in Babyland which would continue at no charge and raise the tent setup fee by \$75.00. There was no other discussion and no action was taken on this item.

AYE: Councilman Fiedler, Harrison, Browne, Karr, Garvin, Smitherman & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

3. Consider, and act upon, a Personal Service Agreement with Larry Cox for Hay Baling on McAlester Water Shed and the Southside Industrial Park in the amount of \$3,120.00. *(Mel Priddy, Director of Community Services)*

Executive Summary

A motion to approve a Personal Service Agreement with Larry Cox for Hay Baling in the amount of \$3,120.00.

Vice-Mayor Browne moved to approve a Personal Service Agreement with Larry Cox for Hay Baling on McAlester Water Shed and the Southside Industrial Park in the amount of \$3,120.00. The motion was seconded by Councilman Harrison.

Before the vote, Mel Priddy explained that the Community Services Department had solicited bids for the hay baling on the McAlester Water Shed and the only bid received had been from Mr. Cox. There was no further discussion, and the vote was taken as follows:

AYE: Councilman Harrison, Karr, Garvin, Smitherman, Fiedler, Browne & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

4. Consider, and act upon, an Ordinance amending Ordinance No. 2327, which established the budget for fiscal year 2009-2010; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. (*Gayla Duke, Chief Financial Officer*)

Exhibit A-1, Repayment (CIP) Fund: Appropriation to complete budget amendments required for completion of water treatment plant improvements. (Other budget amendments in connection with this project were approved January 12, 2010.)

Exhibit A-2, Cemetery Care Fund: Appropriate funds to purchase truck.

Exhibit A-3, Gifts & Contributions Fund: Appropriate Donations for trees and assistance with water bills.

Executive Summary

This agenda item involves Ordinance No. 2327 which established the budget for fiscal year 2009-2010.

ORDINANCE NO. 2353

AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2327 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2009-2010; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

Councilman Fiedler moved to approve **ORDINANCE NO. 2353**, seconded by Councilman Karr.

Before the vote, Ms. Duke explained each of the three (3) exhibits. She commented that the first exhibit was for the appropriation to complete budget amendments required for the completion of the water treatment plant improvements. The second exhibit was to appropriate funds for the purchase of truck for the Cemetery and the third exhibit was to appropriate donations for trees and assistance with water bills. There was no discussion, and the vote was taken as follows:

AYE: Councilman Browne, Karr, Garvin, Smitherman, Fiedler, Harrison & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

Councilman Smitherman moved to approve the EMERGENCY CLAUSE, seconded by Councilman Harrison.

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

AYE: Councilman Karr, Garvin, Smitherman, Fiedler, Harrison, Browne & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

5. Consider, and act upon, authorizing the Mayor to sign a Lease Purchase Agreement upon City Attorney review for the lease of one truck-mounted asphalt patcher, one emulsion storage tank, one truck, and material to build aggregate storage bin and tank containment.
(John C. Modzelewski, PE, Director of Engineering and Public Works)

Executive Summary

This agenda item involves a motion to approve the Mayor signing the Lease Purchase Agreement upon City Attorney review for the lease one truck-mounted asphalt patcher, one emulsion storage tank, one truck chassis, and material to build an aggregate storage bin and tank containment.

Councilman Fiedler moved to authorize the Mayor to sign a Lease Purchase Agreement upon City Attorney review for the lease of one truck-mounted asphalt patcher, one emulsion storage tank, one truck, and material to build aggregate storage bin and tank containment. The motion was seconded by Councilman Harrison.

Before the vote, John Modzelewski explained that this equipment had been advertised on March 17 and 24 and that one bid for each item was received. He added that these were opened on April 6, 2010. He further added that the DuraPatcher was recognized by the Strategic Highway Research Program as the most durable and cost efficient repair method. Mr. Modzelewski commented that the material to build an aggregate storage bin and tank containment would not be purchased with the lease agreement. He added that this would allow the City to patch roads when the asphalt plants were not working. There was no further discussion, and the vote was taken as follows:

AYE: Councilman Garvin, Smitherman, Fiedler, Harrison, Browne, Karr & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

6. Presentation and Discussion on VOIP (Voice over Internet Provider) for 911 Service.
(Councilman Chris Fiedler)

Executive Summary

A presentation and discussion on VOIP – HB 2877 and Resolution.

Councilman Smitherman moved to open the floor for discussion on VOIP (Voice over Internet Provider) for 911 Service. The motion was seconded by Councilman Fiedler.

Councilman Fiedler explained that a House Bill had been passed that allowed cities to impose a fifty cent (50¢) fee on digital phones. Mayor Priddle commented that the initial problem with 911 was the receiving entity not knowing where call was coming from.

There was a brief discussion among the Council that included Lisa Sutterfield, E-911 Coordinator concerning the loss of many landlines with the increased use of cell phones, a resolution needed to enact this fee, the fact that several counties in the State had already implemented this fee, not being precluded from having both a City and County fee and the City of McAlester was the 911 provider for the county.

Mayor Priddle thanked Councilman Fiedler for bringing this before the Council and commented that the next step would be to work with the City Attorney and Ms. Sutterfield to bring this forward for the Council to consider for action.

7. Presentation and Discussion on the Explorer Program. *(Councilman Chris Fiedler)*
Executive Summary

A presentation and discussion on the Explorer Program.

Councilman Garvin moved to open the floor for discussion on the Explorer Program. The motion was seconded by Councilman Karr.

Councilman Fiedler stated that this program was under the umbrella of the Boy Scouts. He commented that this had been previously discussed in 1998/1999 with the County Sheriff's Department but had not gone any further. He added that he had contacted the Boy Scouts office in Tulsa regarding this program and asked that a representative come address the Council.

Lanny Brown, Field Director with the Boy Scouts of America from the Indian Nations Council of the Boy Scouts, addressed the Council explaining that the Explorer Program was the Young Adult Division of the Boy Scouts. He briefly explained that this worked to match career interests with students, the day to day activities and this could help to solidify choices.

There was a brief discussion among the Council including Mr. Brown regarding the age of the participants, membership requirements, the City's liability and the City's responsibility under the program.

Councilman Garvin thanked Councilman Fiedler for bringing this before the Council, commenting that he felt this would be a good influence on the youth of the area.

Mayor Priddle asked the City Manager to work with the Police and Fire Departments and the Boy Scouts to develop a program. Mr. Ervin commented that the City did outreach with the schools and they could coordinate with their personnel.

8. Consider, and act upon, a Work Order for Mehlburger Brawley Corporation for engineering services required for the design of construction of the U.S. 69 Utility Relocate, ODOT State Job No. 14999 (04) as required by the Oklahoma Department of Transportation. *(Peter J. Stasiak, Acting City Manager)*

Executive Summary

A motion to approve and authorize the Mayor to sign the work order for Mehlburger Brawley to complete work required for U.S. 69 Utility Relocate, ODOT State Job No.14999 (04) for an estimated fee of \$50,000 upon review and approval of by the City Attorney's Office.

Councilman Harrison moved to approve a Work Order for Mehlburger Brawley Corporation for engineering services required for the design of construction of the U.S. 69 Utility Relocate, ODOT State Job No. 14999 (04) as required by the Oklahoma Department of Transportation. The motion was seconded by Councilman Fiedler.

Before the vote, Mr. Stasiak stated that this topic had been discussed several times. He briefly reviewed the design of the map and the changes that ODOT had made from the input they received from the public. He commented that the issue tonight was the agreement the City had signed on December 8, 2009. He added that he had received a letter from ODOT in response to the City's concern over who would be responsible for additional cost if changes were made to the design of the highway after the City's engineering services for the relocation of utilities was completed. Mr. Stasiak commented that the letter, dated April 12, 2010, stated that it would be reasonable for the State to assume the responsibility for any additional cost caused by changes to the design. He added that the City was only obligating \$50,000.00 at this point for the utility relocation design.

There was a lengthy discussion among the Council, Mr. Stasiak and Robert Vaughan regarding the time frame of the engineering study, relocation of the utilities, construction of the highway, the design changes that had been made, how this would affect both the businesses and the citizens of McAlester, reducing the speed on the highway through that area, enticing people to stop in McAlester and not forcing them to stop, and asking the City Manager to review other areas in the State where similar construction was in place.

MEDS Director, Shari Cooper addressed the Council expressing her concerns with the highway construction and volunteered to help collect data from the various cities in Oklahoma on the impact that this type of highway construction had on other cities.

Mayor Priddle reminded everyone that the City of McAlester did not make the design for the bypass and ultimately it is the Department of Transportation's road that goes through our City.

Councilman Smitherman moved to table this item pending receipt of further information regarding how the traffic flow around the Rose State College area in Oklahoma City. The motion was seconded by Vice-Mayor Browne.

Before the vote, Councilman Harrison commented that he could not understand any further delay on this item since the reasons for the previous table had been addressed. Mayor Priddle commented that he felt the same inclination. There was no further discussion, and the vote was taken as follows:

AYE: Councilman Fiedler, Browne, Garvin & Smitherman

NAY: Councilman Harrison, Karr & Mayor Priddle

Mayor Priddle declared the motion carried.

9. Consider, and act upon, authorizing the Mayor to sign a contract upon City Attorney review with Allied Waste Services of Alderson for the City of McAlester's solid waste collection, removal and disposal. (*John C. Modzelewski, PE, Director of Engineering and Public Works*)

Executive Summary

A motion to negotiate a contract with Allied Waste Services (AWS) of Alderson for the City of McAlester's solid waste collection, removal and disposal per the proposal submitted by AWS on December 15, 2009, maintain the City's current fee structure for residential trash pickup as identified in the discussion below, and to pursue the expansion of the sanitary landfill. Motion to include once per week residential trash collection.

Councilman Fiedler moved to authorize the Mayor to sign a contract upon City Attorney review with Allied Waste Services of Alderson for the City of McAlester's solid waste collection, removal and disposal. The motion was seconded by Councilman Smitherman.

Before the vote, Mr. Stasiak commented that the City was looking at Allied Waste providing solid waste collection service. He stated that service from Allied Waste could be implemented in approximately three (3) months and for the City to provide the same level of service it could take up to approximately three (3) years. He added the revenue stream from the service was an important area of concern, as several City components were supported by the revenue from the solid waste division. He stated that he would like for Mr. Modzelewski and Ms. Duke to review the numbers for the commercial side of the solid waste division.

There was a lengthy discussion among the Council including Mr. Stasiak regarding both the commercial and residential areas of the solid waste division, obtaining all of the information necessary to make an informed decision, the length of the proposed contract and the continued use of the City's landfill.

Mayor Priddle moved to table this item to allow Mr. Stasiak and senior Staff to further work with Allied Waste on both the commercial and residential sides of the proposed contract. The motion was seconded by Councilman Harrison.

Before the vote, Councilman Harrison distributed copies of a letter and memorandum from the Department of Environmental Quality (DEQ) regarding the problems at the City's landfill and asked if the City had scheduled a meeting with DEQ to address these problems.

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

AYE: Councilman Browne, Karr, Garvin, Smitherman, Fiedler, Harrison & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

NEW BUSINESS

Mr. Ervin stated that the City of McAlester had received a Forced Pooling Order from the Oklahoma Corporation Commission. He explained that this action was to account for the

various mineral interests in a section that was going to be producing. The area affected by this order was a 1.18 acre mineral interest. He reviewed the various options available to the City and then recommended that the City elect option 6.2 (v). He explained that this choice gave the City a 1/4th Total Royalty in lieu of a cash Bonus. He explained that this would give the City more money if production actually occurs. He also recommended that the Council authorize the City Manager to sign the response letter.

Councilman Garvin asked if there was a depth clause on this item. Mr. Ervin answered that this was not a lease so there was no depth clause. Councilman Harrison asked what would happen if the City did not make a choice. Mr. Ervin answered that a choice would be made for the City.

Mayor Priddle moved that the Council accept the City Attorney's recommendation and authorize the City Manager to sign the response letter in regard to the Forced Pooling Order. The motion was seconded by Councilman Harrison. There was no further discussion, and the vote was taken as follows:

AYE: Councilman Karr, Garvin, Smitherman, Fiedler, Harrison, Browne & Mayor Priddle
NAY: None

Mayor Priddle declared the motion carried.

CITY MANAGER'S REPORT

Mr. Stasiak reported that "D" Street closed today for construction at the railroad crossing and would be closed for two (2) weeks. He announced that Karen Boatright had been selected as the Oklahoma Court Clerk of the Year.

REMARKS AND INQUIRIES BY CITY COUNCIL

Councilman Karr thanked all of the volunteers in the Pride cleanup and commented that if anyone needed help to contact any of the involved individuals.

Councilman Garvin remarked that Fifth Ward had a good cleanup on Saturday. An Old Town meeting had been scheduled for Thursday at 6:00 P.M. to be held at the Bistro. He then commented that he would not respond to any unsigned letters he received in the mail.

Councilman Smitherman encouraged everyone to participate in the City cleanup.

Councilman Fiedler mentioned the shooting at the Muskogee Mall.

Councilman Harrison had no comments.

Vice-Mayor Browne thanked the citizens that had attended the ward meeting. He thanked Mr. Stasiak and Mr. Modzelewski for getting work started on "D" Street. He announced that roll offs would be located at northeast corner of "A" and Seminole this weekend. He commended the City's Police Department for the job they do and how McAlester does not have the gang problem the other cities have. He commented that he no longer had a land line and he gave out his cell phone number (918-916-2525) so anyone could call him.

Mayor Priddle reminded everyone that the Italian Festival was coming up and commended the group that was organizing the event for the great job they were doing.

RECESS COUNCIL MEETING

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

AYE: Councilman Garvin, Smitherman, Fiedler, Harrison, Browne, Karr & Mayor Priddle
NAY: None

Mayor Priddle declared the motion carried, and the Regular Meeting was recessed at 7:49 P.M.

RECONVENE COUNCIL MEETING

The Regular Meeting was reconvened at 7:50 P.M.

Mayor Priddle commented that there were three (3) items on the agenda for the Executive Session. He stated that he would like to amend the items for discussion and only address the last two (2) items tonight. He added that first item, confidential communications between a public body and its attorney concerning a pending investigation, claim, or action if the public body, with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation or proceeding in the public interest, in accordance with Section 307.B.4 would be addressed at the next Executive Session.

Mayor Priddle moved to recess the Regular meeting for an Executive Session to discuss negotiations concerning employees and representatives of employee groups: FOP and IAFF, in accordance with Section 307.B.2 and to discuss the employment, hiring, appointment, promotion, demotion, disciplining, or resignation of any individual salaried public officer or employee: City Manager, in accordance with Section 307.B.1. The motion was seconded by Councilman Harrison. There was no discussion, and the vote was taken as follows:

AYE: Councilman Fiedler, Harrison, Browne, Karr, Garvin, Smitherman & Mayor Priddle
NAY: None

Mayor Priddle declared the motion carried and the Regular meeting was recessed at 7:51 P.M.

EXECUTIVE SESSION

- **Section 307 (B) (2)** – Discuss negotiations concerning employees and representatives of employee groups: FOP and IAFF.
- **Section 307 (B) (1)** – Discuss the employment, hiring, appointment, promotion, demotion, disciplining, or resignation of any individual salaried public officer or employee: City Manager.

The Regular meeting was reconvened at 9:44 P.M. Mayor Priddle reported that the Council had recessed the Regular meeting for an Executive Session to discuss negotiations concerning employees and representatives of employee groups: FOP and IAFF, in accordance with Section 307.B.2 and to discuss the employment, hiring, appointment, promotion, demotion, disciplining, or resignation of any individual salaried public officer or employee: City Manager, in accordance with Section 307.B.1. Only those matters were discussed, no action was taken and the Council returned to open session at 9:44 P.M. and this constituted the Minutes of the Executive Session.

ADJOURNMENT

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

AYE: Councilman Karr, Garvin, Smitherman, Fiedler, Harrison, Browne & Mayor Priddle
NAY: None

Mayor Priddle declared the motion carried, and the meeting was adjourned at 9:45 P.M.

Kevin E. Priddle, Mayor

ATTEST:

Cora Middleton, City Clerk

Council Chambers
Municipal Building
April 6, 2010

The McAlester City Council met in Special session on Tuesday, April 6, 2010, at 5:30 P.M. after proper notice and agenda was posted, April 1, 2010, at 5:30 P.M.

CALL TO ORDER

Mayor Priddle called the meeting to order.

ROLL CALL

Council Roll Call was as follows:

Present: Chris Fiedler, Steve Harrison, John Browne, Robert Karr, Buddy Garvin & Mayor Priddle
Absent: Louis Smitherman
Presiding: Kevin E. Priddle, Mayor

Staff Present: Pete Stasiak, Acting City Manager; John Modzelewski, City Engineer/Public Works Director and Cora Middleton, City Clerk

Councilman Garvin gave the invocation and led the Pledge of Allegiance.

Mayor Priddle commented that tonight's item was for discussion only and no vote would be taken.

SCHEDULED BUSINESS

1. Discussion, Sanitation and Landfill services.

Councilman Fiedler move to open the floor for the discussion concerning the Sanitation and Landfill services. The motion was seconded by Councilman Karr.

Mr. Modzelewski presented the Council with updated information regarding the Sanitation and Landfill expenses. He briefly reviewed the comparison information submitted by the two (2) companies and the City of McAlester. He restated the three (3) options furnished for the Council's consideration and reviewed the goals he had developed for the Solid Waste Division.

Councilman Smitherman arrived at 5:45 P.M.

There was a lengthy discussion among the Council including Mr. Modzelewski regarding the use of poly carts, the recently purchased equipment, closing the landfill and related expenses, the Sub-Title D fee, the remaining life of the landfill, the Roll-Off Division of the Solid Waste, the fill dirt that was being currently used and the maintenance cost of the equipment.

Mr. Stasiak commented that the landfill was a balancing act. Mothballing the landfill would not give a lot of use and there would still be a large amount of debt after the sale of the equipment. He added that if any type of revenue was given up, it would cause services to not be provided. He stated that Allied Waste did not run their business at break even or at a loss. The City could change its methodology.

There was further discussion among the Council regarding the use of poly carts, changing the number of weekly trash pickups and modifying two (2) of the trash trucks.

John Titsworth, Harold King, Vicki Brown, Sam Mason and Joyce Carlson addressed the Council to voice their concerns regarding the landfill and the City's sanitation services.

Bob Mathis and other representatives from Allied Waste addressed the Council presenting the information concerning their Solid Waste Collection Services and their employee benefits.

After the presentation from Allied Waste, there was discussion between the Council and the Allied Waste Representatives concerning their employee benefits, how trash pickup was handled on Holidays, recycling, reduction in the use of the City's landfill, cost of the service, and how customer service complaints would be addressed.

Mayor Priddle asked Mr. Mathis that he and Mr. Stasiak look over the City's equipment to determine its Fair Market Value and submit samples of Allied Waste's health care benefits. Mayor Priddle commented that the Council needed to make a decision that would be the right thing for the citizens. He thanked the City staff for all of their work and Mr. Mathis and the other Allied Waste representatives for their time.

ADJOURNMENT

There being no further business before the Council, Vice-Mayor Browne moved for adjournment. The motion was seconded by Councilman Fiedler. There was no discussion, and the vote was taken as follows:

AYE: Councilman Browne, Karr, Smitherman, Fiedler, Harrison & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried and the meeting was adjourned at 8:25 P.M.

Kevin E. Priddle, Mayor

ATTEST:

Cora Middleton, City Clerk

**CLAIMS FROM APRIL 13, 2010
THRU
APRIL 27, 2010**

PACKET: 05098 CLAIMS FOR 4/21/10

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00028	"A" PLUS LAWN SERVICE						
		I-201004141267	01	-5542308	CONTRACTED SE MONTHLY MOWING CONTRACT	050154	1,250.00
01-A00170	ADA PAPER CO.						
		I-306032	01	-5548203	REPAIRS & MAI PAPER & CLEANING PRODUCTS	050155	679.62
01-A00267	AIRGAS						
		I-106357373	01	-5543202	OPERATING SUP CO2 FOR POOL PUMPS	050156	224.65
01-A00360	ADHERGANCE COMMUNICATIO						
		I-201004141270	01	-5542202	OPERATING SUP SERV CHG INSTALL INTERNET	050157	144.96
		I-201004141271	01	-5542202	OPERATING SUP MONTHLY INTERNET FEE	050157	69.95
01-A00372	ALLEN'S PAINTING SERVIC						
		I-548907	01	-5547203	REPAIRS & MAI LAB/MAT-PAINT FLAG POLE	050158	100.00
01-A00570	AMERICAN SOD FARMS						
		I-5030	01	-5542319	MISCELLANEOUS 14 PALLETTS OF SOD	050159	1,040.00
01-A00751	ATWOODS						
		I-3462536	01	-5542316	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	050163	79.62
		I-3465494	01	-5542316	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	050163	41.88
		I-3468850	01	-5542316	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	050163	59.94
		I-3470587	01	-5542316	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	050163	19.29
		I-3470895	01	-5542316	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	050163	63.05
		I-3471535	01	-5542316	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	050163	44.90
		I-3473899	01	-5542316	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	050163	41.96
		I-3476591	01	-5542316	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	050163	35.19
		I-3476712	01	-5542316	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	050163	7.99
01-A00770	AUTO PARTS CO						
		I-859311	01	-5862203	REPAIRS & MAI SMALL PARTS	050164	91.00
		I-859539	01	-5862203	REPAIRS & MAI SMALL PARTS	050164	19.77
		I-859571	01	-5862203	REPAIRS & MAI SMALL PARTS	050164	71.26
		I-859572	01	-5862203	REPAIRS & MAI SMALL PARTS	050164	46.17
		I-859607	01	-5862203	REPAIRS & MAI SMALL PARTS	050164	52.19
		I-859611	01	-5862203	REPAIRS & MAI SMALL PARTS	050164	51.39
		I-859645	01	-5862203	REPAIRS & MAI SMALL PARTS	050164	79.18
		I-859695	01	-5862203	REPAIRS & MAI SMALL PARTS	050164	85.95
		I-859750	01	-5862203	REPAIRS & MAI SMALL PARTS	050164	52.29
		I-859751	01	-5862203	REPAIRS & MAI SMALL PARTS	050164	189.04
		I-859783	01	-5862203	REPAIRS & MAI SMALL PARTS	050164	20.94
		I-859797	01	-5862203	REPAIRS & MAI SMALL PARTS	050164	5.95
		I-859798	01	-5862203	REPAIRS & MAI SMALL PARTS	050164	15.46
		I-859835	01	-5862203	REPAIRS & MAI SMALL PARTS	050164	63.22
		I-859901	01	-5862203	REPAIRS & MAI SMALL PARTS	050165	100.37
		I-859905	01	-5862203	REPAIRS & MAI SMALL PARTS	050165	53.59
		I-859963	01	-5862203	REPAIRS & MAI SMALL PARTS	050165	29.31
		I-859965	01	-5862203	REPAIRS & MAI SMALL PARTS	050165	21.58

PACKET: 05098 CLAIMS FOR 4/27/10

VENDOR SBT: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-AC0770	AUTO PARTS CO		continued			
		I-860028	01 -5862203	REPAIRS & MAI SMALL PARTS	050165	93.95
		I-860052	01 -5862203	REPAIRS & MAI ALTERNATOR FOR PD-69	050165	281.18
		I-860058	01 -5862203	REPAIRS & MAI SMALL PARTS	050165	179.90
		I-860071	01 -5862203	REPAIRS & MAI SMALL PARTS	050165	34.88
		I-860072	01 -5862203	REPAIRS & MAI SMALL PARTS	050165	124.72
		I-860106	01 -5862203	REPAIRS & MAI SMALL PARTS	050165	79.95
		I-860136	01 -5862203	REPAIRS & MAI SMALL PARTS	050165	77.47
		I-860146	01 -5862203	REPAIRS & MAI SMALL PARTS	050165	96.86
		I-860301	01 -5862203	REPAIRS & MAI SMALL PARTS	050165	17.78
		I-860330	01 -5862203	REPAIRS & MAI SMALL PARTS	050166	15.58
		I-860332	01 -5862203	REPAIRS & MAI SMALL PARTS	050166	18.06
		I-860380	01 -5862203	REPAIRS & MAI SMALL PARTS	050166	104.74
		I-860386	01 -5862203	REPAIRS & MAI SMALL PARTS	050166	105.96
		I-860394	01 -5862203	REPAIRS & MAI SMALL PARTS	050166	71.28
		I-860399	01 -5862203	REPAIRS & MAI SMALL PARTS	050166	53.86
		I-860435	01 -5862203	REPAIRS & MAI SMALL PARTS	050166	92.58
		I-860616	01 -5862203	REPAIRS & MAI SMALL PARTS	050166	93.91
		I-860719	01 -5862203	REPAIRS & MAI SMALL PARTS	050166	128.87
		I-899520	01 -5862203	REPAIRS & MAI SMALL PARTS	050166	52.80
01-800060	B & G CHEMICALS & EQUIP					
		I-067497	01 -5542331	EMPLOYEE TRAV MOSQUITO CONTROL WORKSHOP	050167	50.00
01-800150	BEALES GOODYEAR TIRES					
		I-MC-172326	01 -5431316	REPAIRS & MAI TIRES - ASST CHIEF SUBURB	050168	476.95
		I-MC-172510	01 -5862203	REPAIRS & MAI TIRES FOR S-2 STREET	050168	466.52
		I-MC-172511	01 -5862203	REPAIRS & MAI TIRES FOR PD CARS	050168	2,260.00
01-800180	BEMAC SUPPLY					
		I-81461912.001	01 -5542202	OPERATING SUP AUTOMATIC FLUSH VALVES	050169	612.50
01-800486	BRADLEY RAY INMAN					
		I-201004191281	01 -5544308	CONTRACT LABO JMPIRE FEHS 7 GAMES	050170	140.00
01-800640	BSN SPORTS					
		I-93479234	01 -5542202	OPERATING SUP NEW TENNIS NETS	050171	374.40
01-800275	CECIL B. WADE					
		I-201004141268	01 -5542308	CONTRACTED SE MONTHLY MOWING CONTRACT	050173	548.00
01-800380	CENTERPOINT ENERGY ARKL					
		I-201004121257	01 -5215314	GAS UTILITY 6723555 - STIPE CENTER	050126	701.58
		I-201004141276	01 -5215314	GAS UTILITY 4432118 - FIRE STATION #2	050131	444.17
01-800489	UNITED FUEL & ENERGY/CL					
		I-1182927-IN	01 -5862205	PETROLEUM PRO TRANS HYD OIL	050175	1,041.57
		I-1182927-1K	01 -5862205	PETROLEUM PRO ROTELLA T 15W40	050175	1,853.25
		I-1182927-IN	01 -5862205	PETROLEUM PRO 50/50 ANTIFREEZE	050175	208.45

PACKET: 05098 CLAIMS FOR 4/27/10

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000489	UNITED FUEL & ENERGY/CL	continued				
		I-1182927-IN	01 -5862205	PETROLEUM PRO UGL 85W140	050175	438.63
		I-1182927-IN	01 -5862205	PETROLEUM PRO MP ATF	050175	393.94
		I-1182927-IN	01 -5862205	PETROLEUM PRO TRANS HYD OIL, 15W40,	050175	0.02
01-000205	DAYLIGHT DONUTS					
		I-2503-37	01 -5210202	OPERATING SUP DONUTS FOR EMPLOYEE	050177	115.62
01-000330	DEPT. OF PUBLIC SAFETY					
		I-04-1007366	01 -5321308	CONTRACTED SE TELETYPE RENTALS	050179	350.00
01-000448	DISCOUNT STEEL					
		I-6630	01 -5542203	REPAIRS & MAI SCREWS	050181	25.00
01-000540	DOLESE BROTHERS					
		I-24053	01 -5865218	STREET REPAIR 1000 TON SCREENINGS	050182	431.11
01-000280	ESTES, INCORPORATED					
		I-506039	01 -5542206	CHEMICALS CHEMICALS FOR PARKS & ROW	050186	780.00
01-000016	ELECTCOR TECHNOLOGIES					
		I-KP24282579	01 -5862205	PETROLEUM PRO FUEL FOR GEN FOR MARCH	050187	18,111.60
01-000201	FLAMECO FIRE & SAFETY,					
		I-15397	01 -5653213	SAFETY SUPPLI N FIRE EXT CITY VEHICLES	050189	60.00
01-000140	GARRETT JORDAN MCCLENDO					
		I-201004191279	01 -5544308	CONTRACT LABO UMPIRE FEES 7 GAMES	050191	140.00
01-000310	GIB'S TRANSMISSION, INC					
		I-1791	01 -5862203	REPAIRS & MAI REBUILD 4 SPD TRANS	050192	1,925.00
01-100110	IMPRESS OFFICE SUPPLY					
		I-030398	01 -5211202	OPERATING SUP OFFICE SUPPLIES	050194	60.68
		I-030403	01 -5321202	OPERATING SUP MISC SUPPLIES	050194	31.35
		I-030408	01 -5431202	OPERATING SUP OFFICE SUPPLIES	050194	88.31
		I-030425	01 -5652202	OPERATING SUP BINDING COMBS & MISC OFFI	050194	3.02
01-100115	INTERMEDIX TECHNOLOGIES					
		I-201004191277	01 -5432308	CONTRACTED SE EMS BILLING FEES	050195	3,554.54
01-100140	INDIAN NATION WHOLESALE					
		C-CM856326	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	050196	321.30-
		I-5114084	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	050196	1,373.40
		I-5116441	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	050196	63.53
01-000110	JACKIE BRANKON CORR. CT					
		I-P171	01 -5542308	CONTRACTED SE MONTHLY INMATE CREW FEES	050197	174.33

PACKET: 05098 CLAIMS FOR 4/27/10

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000326 JIM NIZE					
	I-201004191280	01 -5544308	CONTRACT LABO UMPIRE FEES 4 GAMES	050198	80.00
01-K00081 KEATON ALEXANDER					
	I-201004191278	01 -5544308	CONTRACT LABO UMPIRE FEES 9 GAMES	050201	180.00
01-K00209 KIDS PLACE DESIGNS LLC					
	I-010408	01 -5542202	OPERATING SUP REPLACE WOOD CHIPS	050203	1,677.00
01-000067 LABORATORY CONSULTANT S					
	I-006609	01 -5653348	DRUG TESTING DRUG TESTING	050205	50.00
	I-026610	01 -5653348	DRUG TESTING DRUG TESTING	050205	50.00
	I-006693	01 -5653348	DRUG TESTING DRUG TESTING	050205	50.00
	I-026830	01 -5653348	DRUG TESTING DRUG TESTING	050205	268.65
01-000380 LOCKE SUPPLY CO.					
	I-12475050-00	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	050206	6.80
	I-12531667-00	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	050206	120.92
	I-12568724-00	01 -5548203	REPAIRS & MAI WATER HEATERS - MONROE	050206	8.70
	I-12587610-00	01 -5548203	REPAIRS & MAI WATER HEATERS - MONROE	050206	468.20
01-000428 LOWE'S CREDIT SERVICES					
	I-01193	01 -5548203	REPAIRS & MAI MAINT MATERIALS	050207	48.91
	I-01850	01 -5548203	REPAIRS & MAI MAINT MATERIALS	050207	93.30
	I-08702	01 -5542316	REPAIRS & MAI MISC REPAIR & MAINT SUPPL	050207	26.31
	I-13001	01 -5542316	REPAIRS & MAI MISC REPAIR & MAINT SUPPL	050207	98.14
	I-13771	01 -5542316	REPAIRS & MAI MISC REPAIR & MAINT SUPPL	050207	192.86
	I-14177	01 -5542316	REPAIRS & MAI MISC REPAIR & MAINT SUPPL	050207	101.40
01-M00083 MARGARET MCMORROW - 10V					
	I-201004141265	01 -5210302	CONSULTANTS/LI LEGAL FEES	050208	1,470.58
01-M00097 MARRIOTT HOTEL					
	I-201004141264	01 -5431331	EMPLOYEE TRAV OSFA CONVENTION	050209	828.00
01-M00480 MILLER GLASS					
	I-9857	01 -5321316	REPAIRS & MAI WINDSHIELD INSTALLED	050212	215.00
01-M00680 MUNICIPAL CODE CORP.					
	I-121990	01 -5101319	MISCELLANEOUS CODE SUPPLEMENT	050213	1,279.95
	I-121990	01 -5101319	MISCELLANEOUS CODE SUPPLEMENT	050213	20.92
	I-121990	01 -5212317	ADVERTISING & CODE SUPPLEMENT	050213	1,279.95
	I-121990	01 -5212317	ADVERTISING & CODE SUPPLEMENT	050213	20.93
01-M00020 MC CLAINS LUMBER CO.					
	I-9216	01 -5865218	STREET REPAIR FINANCE CHARGES	050214	0.90
	I-9293	01 -5865218	STREET REPAIR FINANCE CHARGES	050214	50.28
	I-9358	01 -5865218	STREET REPAIR FINANCE CHARGES	050214	50.28
	I-9436	01 -5865218	STREET REPAIR FINANCE CHARGES	050214	0.50

PACKET: 05098 CLAIMS FOR 4/21/10

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-MC0020	MC CLAIMS LUMBER CO.		continued			
		I-9510	01 -5865218	STREET REPAIR FINANCE CHARGES	050214	0.50
		I-9577	01 -5865218	STREET REPAIR FINANCE CHARGES	050214	0.50
01-MC0098	MC AFE & TAST					
		I-318053	01 -5210302	CONSULTANTS/L AUDIT RESPONSE LETTER	050215	86.00
01-MC0140	MC ALESTER PAINT & SUPPL					
		I-043091	01 -5547203	REPAIRS & MAI PAINT FOR BENCHES	050217	445.38
01-MC0169	MC ALESTER REGIONAL HOSP					
		I-CITYLAB 4/1/10	01 -5653348	DRUG TESTING NEW HIRE DRUG TESTIN	050218	99.00
01-MC0200	MC ALESTER SCOTTISH RITE					
		I-700462	01 -5548311	PARKING RENTA PARKING LOT RENTAL	050219	375.00
01-N00153	NATIONAL SAFETY COUNCIL					
		I-R5500555	01 -5653213	SAFETY SUPPLI DDC INSTRUCTOR RECERT	050220	50.00
01-N00220	NEENAH FOUNDRY CO.					
		I-707022	01 -5865402	CAPITAL PROJX CURB BOX, GRATE, FRAME	050221	1,893.66
01-N00250	MC ALESTER NEWS CAPITAL					
		I-01572781	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	050222	71.10
		I-01572782	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	050222	39.30
		I-01572893	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	050222	34.65
		I-01573197	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	050222	16.80
		I-02369975	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	050222	14.50
		I-295	01 -5653317	ADVERTISING & NISC JOB ADVERTISEMR	050222	30.60
01-N00340	NORTHERN TOOL EQUIPMENT					
		I-20985175	01 -5862203	REPAIRS & MAI MAGNESIUM	050223	45.05
01-N00343	NORTHERN SAFETY CO INC					
		I-P267164701012	01 -5862204	SMALL TOOLS 11 SAFETY VESTS	050224	164.45
		I-P267164701012	01 -5865204	SMALL TOOLS 40 SAFETY VESTS	050224	598.00
01-000070	OSIELA MOWER SHOP					
		I-00112458	01 -5542316	REPAIRS & MAI WEEDEATER HEADS	050225	68.16
		I-00113112	01 -5542316	REPAIRS & MAI WEEDEATER HEADS	050225	39.28
01-000330	OKLA SAFETY COUNCIL					
		I-201004201295	01 -5653213	SAFETY SUPPLI ANNUAL MEMBERSHIP RENEWAL	050226	270.00
01-000380	OKLA ST FIREFIGHTERS					
		I-201004141269	01 -5431331	EMPLOYEE TRAV REG FEE FOR OSEA CONV	050227	150.00
01-000422	OTC - CENTRAL PROCESSIN					
		I-201004201286	01 -5215106	WORKER'S COMP WORKERS COMP TAXES	050228	1,037.91

PACKET: 0509F CLAIMS FOR 4/27/10

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000520	OIL-OK INDEPENDENT LIVI	1-APRIL 2010	01	-5101355	OIL-OK FOR 1X MONTHLY AGREEMENT FR	050229	1,657.14
01-000528	OKLA WORKERS COMP COURT	1-201004201287	01	-5215106	WORKER'S COMP ANNUAL APPL FILING FEE	050230	250.00
01-000040	PACIFIC TELEMANAGEMENT	1-187921	01	-5215315	TELEPHONE UTI PAY PHONE & STIPD CR	050231	75.00
01-000310	PITNEY BOWES INC	1-3127966-AP 10	01	-5215312	EQUIPMENT REN RENTAL JAN 30 - APR 30	050233	3,293.99
01-000341	PITTS. COUNTY HEALTH DE	1-201004131263	01	-5321202	OPERATING SUP REF A & B VACCINATIO	050234	200.00
01-000510	PRO-KTL, INC	1-55667	01	-5542308	CONTRACTED SE MONTHLY PEST CONTROL	050236	126.00
01-000560	PUBLIC SERVICE/AEP	1-201004121258	01	-5215313	ELECTRIC UTIL 95033582004 - LIBRARY	050127	1,677.99
		1-201004121259	01	-5215313	ELECTRIC UTIL 95792346108 - ST LIGHTS	050127	9,104.49
		1-201004121258	01	-5215313	ELECTRIC UTIL 95481109635- 333 E CARL ALBERT	050127	36.68
		1-201004121258	01	-5215313	ELECTRIC UTIL 95692191224 - 301 W JEFFERSON	050127	36.68
		1-201004121258	01	-5215313	ELECTRIC UTIL 95287592018 - GENERAL	050127	8,163.09
		1-201004141275	01	-5215313	ELECTRIC UTIL 95084541358 - 303 W SPRINGER	050132	11.72
		1-201004141275	01	-5215313	ELECTRIC UTIL 95630770212 - 302 E WILMORE	050132	64.31
01-000210	RED RIVER SPECIALIST, I	1-287032	01	-5542206	CHEMICALS CHEMICALS - STUMP KILLER	050238	553.00
01-000500	RORY DAVIDSON	1-201004191282	01	-5544308	CONTRACT LABO UMPIRE FEES 2 GAMES	050240	40.00
01-000013	SAF-T-GLOVE INC	1-568892	01	-5542202	OPERATING SUP SAFETY GLASSES, EAR PLUGS	050241	174.83
01-000060	SANDERS NURSERY	1-274252	01	-5542319	MISCELLANEOUS REPL TREES FOR CEMETERY	050242	105.00
01-000190	SECURITY SYS. & ENG. IN	1-25948	01	-5653213	SAFETY SUPPLI REPLACE DOOR KEY PAD	050244	225.00
		1-26029	01	-5653213	SAFETY SUPPLI RRPL ELECTR STRIKE RELEAS	050244	265.00
01-000520	SOUTHERN ELECTRIC CO. I	1-102311	01	-5544202	OPERATING SUP REPL REFRIGERATOR	050246	419.00
01-000540	SOUTHWEST CONST CODES C	1-201004141266	01	-5652331	EMPLOYEE TRAV CODE CONFERENCE	050247	80.00

PACKET: 05098 CLAIMS FOR 4/27/10

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-800726	STAPLES BUSINESS ADVANT					
		C-3133797162	01 -5863202	OPERATING SUP MOUSE & KEYBOARD	050250	84.99
		I-27245	01 -5863202	OPERATING SUP MOUSE & KEYBOARD	050250	64.99
		I-52387	01 -8210202	OPERATING SUP OFFICE SUPPLIES	050250	55.10
		I-67918	01 -5863202	OPERATING SUP MOUSE & KEYBOARD	050250	79.98
		I-69379	01 -5865204	SMALL TOOLS PRINTER FOR ST OFFICE	050250	349.85
		I-72059	01 -5863202	OPERATING SUP MISC OPERATING SUPPLIES	050250	75.97
		I-74665	01 -5211202	OPERATING SUP OFFICE SUPPLIES	050250	29.99
01-800930	SUPERIOR SIGNALS, INC					
		I-236623	01 -5542202	OPERATING SUP LED WARNING LIGHTS	050252	230.96
01-TC0010	T. H. ROGERS LUMBER CO.					
		I-412344	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT	050253	170.93
		I-412367	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT	050253	16.55
		I-412796	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT	050253	21.59
		I-413126	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT	050253	17.44
		I-413680	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT	050253	68.97
		I-LATE FEE	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT	050253	3.66
01-TC0037	TRAVIS, WOLFF & CO, LLP					
		I 9909175	01 -5215106	WORKER'S COMP PLAN ADMIN 2ND QTR 2010	050257	437.50
01-TC0056	TRITECH EMERGENCY MEDIC					
		I-INV031018	01 -5432308	CONTRACTED SE EMS BILLING FEE	050258	285.00
01-TC0096	TUCKER'S TEES					
		I-C ARMSTRONG	01 -5431207	CLOTHING ALLO UNIFORM ORDER	050259	74.75
		I-M DURANT	01 -5431207	CLOTHING ALLO UNIFORM ORDER	050259	77.50
		I-P STIFFS	01 -5431207	CLOTHING ALLO UNIFORM ORDER	050259	46.25
		I-R BLACK	01 -5431207	CLOTHING ALLO UNIFORM ORDER	050259	68.00
		I-R CLIFTON	01 -5431207	CLOTHING ALLO UNIFORM ORDER	050259	45.00
01-TC0010	TULSA FREELANCE REPORTE					
		I-12568	01 -5214302	CONSULTANT'S DUFF	050260	173.67
		I-13570	01 -5214302	CONSULTANT'S DEPOSITION TRANSCRIPTS	050260	25.90
01-TC0030	TWIN CITIES READY MIX					
		I-40225	01 -5865218	STREET REPAIR CONCRETE A & CROCTAW	050261	730.00
		I-40280	01 -5865218	STREET REPAIR CONCRETE A & CROCTAW	050261	340.00
		I-40281	01 -5865218	STREET REPAIR CONCRETE A & CROCTAW	050261	393.00
		I-40336	01 -5865218	STREET REPAIR CONCRETE A & CROCTAW	050261	1,965.00
		I-40451	01 -5865218	STREET REPAIR CONCRETE A & CROCTAW	050261	207.00
		I-40486	01 -5865218	STREET REPAIR CONCRETE A & CROCTAW	050261	980.00
		I-40543	01 -5865218	STREET REPAIR CONCRETE A & CROCTAW	050261	393.00
		I-40592	01 -5865218	STREET REPAIR CONCRETE A & CROCTAW	050261	923.50
		I-40667	01 -5865218	STREET REPAIR CONCRETE A & CROCTAW	050261	204.00
		I-40668	01 -5865218	STREET REPAIR CONCRETE, STREET CUTS	050261	571.50
		I-40710	01 -5865218	STREET REPAIR CONCRETE, STREET CUTS	050261	1,571.63

PACKET: 05098 CLAIMS FOR 4/27/10

VENDOR SFT: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000119	UNITED FUEL & ENERGY					
		I-RR83235-IN	01 -5862203	REPAIRS & MAI LEASE PURCHASE HOSE REEL	050262	200.00
01-000128	UNITED PACKAGING & SHIP					
		I-84245	01 -5211202	OPERATING SUP SHIP CREDIT CARD MACHINE	050263	27.84
01-000130	UNITED SAFETY & CLAIMS					
		I-201304211296	01 -5215106	WORKER'S COMP MEDICAL BILLS 3/24-4/13	050264	5,470.57
01-W00040	WALMART COMMUNITY BRC					
		I-TR# 00432	01 -5210202	OPERATING SUP COOKIES FOR EMPLOYEE	050265	21.42
01-W00270	WHITE ELECTRICAL SUPPLY					
		I-S1203909.001	01 -5548203	REPAIRS & MAI MATERIALS FOR ELECTRICAL	050266	110.11
		I-S1204798.001	01 -5548203	REPAIRS & MAI MATERIALS FOR ELECTRICAL	050266	70.57
		I-S1206165.001	01 -5548203	REPAIRS & MAI MATERIALS FOR ELECTRICAL	050266	653.02
01-W00469	WAGH WORKS					
		I-125A10132488	01 -5653348	DRUG TESTING PSA MONTHLY ADMIN FE	050267	143.55
			FUND 01 GENERAL FUND	TOTAL:		101,668.79

PACKET: 05098 CLAIMS FOR 4/27/10

VENDOR SET: 01

FUND : 02 MPWA

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00033 AT&T	I-201004121254	02 -5267315	TELEPHONE UTI 91842393004101 - MPWA	050124	87.68
01-A00582 AT&T	I-201004141274	02 -5267315	TELEPHONE UTI 8310001596536 - INTERNET	050130	887.79
01-A00770 AUTO PARTS CO	I-861206	02 -5862203	REPAIRS & MAI IDLER ARM, TIRE ENDS,	050166	432.35
01-B00150 BRALES GOODYEAR TIRES	I-MC-171964	02 -5862203	REPAIRS & MAI 5 RIMS FOR SAN TRUCKS	050168	500.00
	I-MC-172303	02 -5862203	REPAIRS & MAI 10 REAR TIRES SAN TR	050168	3,294.90
	I-MC-172509	02 -5862203	REPAIRS & MAI TIRES FOR SW-8	050168	466.52
01-C00010 C & H FORM SHOP	I-7351	02 -5216202	OPERATING SUP TREASURERS RCP BOOKS	050172	367.34
01-C00340 CERTIFIED LABORATORIES	I-601554	02 -5862205	PETROLEUM PRO DIESEL MATE - CLEAR	050174	372.00
	I-601854	02 -5862205	PETROLEUM PRO DIESEL MATE - CLEAR	050174	19.71
01-C00669 CONTINENTAL RESEARCH CO	I-331458-CRC-1	02 -5862203	REPAIRS & MAI RUST ARREST, RED-O-GRIYS	050176	750.67
01-D00040 DOLESE BROTHERS	I-16491	02 -5864203	REPAIRS & MAI GRAVEL FOR LANDFILL	050182	262.02
	I-17019	02 -5864203	REPAIRS & MAI GRAVEL FOR LANDFILL	050182	716.94
	I-17522	02 -5864203	REPAIRS & MAI GRAVEL FOR LANDFILL	050182	1,993.32
	I-22777	02 -5864203	REPAIRS & MAI 1 1/2" GRAVEL FOR LF	050182	999.68
	I-23413	02 -5864203	REPAIRS & MAI 1 1/2" GRAVEL FOR LF	050182	992.57
	I-24054	02 -5864203	REPAIRS & MAI GRAVEL FOR LANDFILL	050182	1,158.70
	I-24720	02 -5864203	REPAIRS & MAI 1 1/2" GRAVEL FOR LF	050182	722.36
01-D00785 DYNA SYSTEMS	I-20350533	02 -5862203	REPAIRS & MAI BUTANE TORCH, SHRINK WRAP	050184	364.00
	I-20350533	02 -5862203	REPAIRS & MAI BUTANE TORCH, SHRINK WRAP	050184	0.50
01-F00015 FLEETCOR TECHNOLOGIES	I-NF2482580	02 -5862205	PETROLEUM PRO FUEL FOR MARCH MPWA	050187	10,650.52
01-F00016 FAIRBANKS SCALES, INC	I-875772	02 -5864203	REPAIRS & MAI REPAIR LANDFILL SCALES	050188	3,073.29
	I-885001	02 -5864202	OPERATING SUP REPAIR & CALIBRATE SCALES	050188	1,590.77
01-F00310 FRONTIER INTNL. TRUCKS,	I-170371	02 -5862203	REPAIRS & MAI PARTS FOR SW-4	050190	5,777.79
	I-170372	02 -5862203	REPAIRS & MAI PARTS FOR SW-4	050190	1,238.10
	I-789792	02 -5862203	REPAIRS & MAI BRAKES FOR SW-2	050190	1,323.24

PACKET: 05098 CLAIMS FOR 4/27/10

VENDOR SRT: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-H00075	HARRIS CONSTRUCTION SCR	I-478879	02 -5864203	REPAIRS & MAI FREIGHT ON GRAVEL FOR LF	050193	1,992.09
01-100110	IMPRESS OFFICE SUPPLY	I-030250	02 -5871202	OPERATING SUP P.E. SEAL & MISC INK	050194	3.20
		I-030257	02 -5871202	OPERATING SUP P.E. SEAL & MISC INK	050194	4.29
		I-030301	02 -5871202	OPERATING SUP P.E. SEAL & MISC INK	050194	110.58
		I-030386	02 -5871202	OPERATING SUP P.E. SEAL & MISC INK	050194	23.99
		I-030391	02 -5871202	OPERATING SUP P.E. SEAL & MISC INK	050194	3.00
01-100399	JOHN C. MODZELEWSKI	I-182321	02 -5871332	MOVING EXPENS RELOCATION EXPENSE	050199	28.00
		I-34809	02 -5871332	MOVING EXPENS RELOCATION EXPENSE	050199	24.00
		I-388069	02 -5871332	MOVING EXPENS RELOCATION EXPENSE	050199	3.19
		I-41809	02 -5871332	MOVING EXPENS RELOCATION EXPENSE	050199	40.00
		I-450791	02 -5871332	MOVING EXPENS RELOCATION EXPENSE	050199	17.00
		I-566894	02 -5871332	MOVING EXPENS RELOCATION EXPENSE	050199	35.00
01-K00190	KEYSTONE EQUIPMENT CO.	I-41814	02 -5862203	REPAIRS & MAI TEETH & PINS	050202	419.00
		I-41815	02 -5862203	REPAIRS & MAI LINK FOR W-40 BACKHOE	050202	695.00
01-K00210	KIAMICHI ELECTRIC COOP.	I-APRIL 2010	02 -5267313	ELECTRIC UTIL ELECTRIC FOR HEREFOR	050204	392.11
01-N00343	NORTHERN SAFETY CO INC	I-P267164701012	02 -5864204	SMALL TOOLS 8 SAFETY VESTS	050224	127.60
		I-P267164701010	02 -5866204	SMALL TOOLS 2 SAFETY VESTS	050224	33.90
		I-P267164701012	02 -5866204	SMALL TOOLS FREIGHT	050224	28.22
01-000528	OKLA WORKERS COMP COURT	I-201004201287	02 -5267106	WORKER'S COMP ANNUAL APPL FILING FEE	050330	250.00
01-P00560	PUBLIC SERVICE/AEP	I-201004121258	02 -5267313	ELECTRIC UTIL 98043496227 - MPWA	050137	36,255.22
01-R00090	RAY INC	I-20733	02 -5862205	PETROLEUM PRO NON LEAD	050237	4,544.23
		I-20733	02 -5862205	PETROLEUM PRO DIESEL	050237	4,630.80
01-R00217	R.D. FLANAGAN & ASSOC	I-2010-4-6	02 -5871302	CONSULTANTS(H HAZ-MIT PLANNING	050239	798.00
01-S00234	SHARE CORPORATION	I-738392	02 -5862203	REPAIRS & MAI CITRA TOWELS, FOUR WAY	050245	437.80
01-S00580	AT & T	I-201004141272	02 -5267315	TELEPHONE UTI 91814751133780 - DATA LINE	050133	19.00

PACKET: 05098 CLAIMS FOR 4/21/10

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/I. ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-300710	STANDARD MACHINE LLC					
		1-212026	02 -5862203	REPAIRS & MAI DRIVE SHAFT, SPROCKET	050249	412.00
		1-212026	02 -5862203	REPAIRS & MAI REPL SEALS HYD CYLIND	050249	210.00
01-300770	STATEWIDE COMMUNICATION					
		1-860124	02 -5862203	REPAIRS & MAI BELTS FOR CAMEL FLUSH TRK	050251	658.00
01-000141	TEXAS REFINERY CORP					
		1-846560	02 -5862205	PETROLEUM PRO SYNTHETIC BLEND ENG OIL	050254	1,276.27
01-000214	ST. PAUL COMPANIES					
		1-000343650	02 -5267323	DAMAGES SETTLEMENT BETTER LAWSUIT	050255	31,886.97
01-100537	TRAVIS, WOLFF & CO, LLP					
		1-9909175	02 -5267106	WORKER'S COMP PLAN ADMIN 2ND QTR 2010	050257	437.50
01-300130	UNITED SAFETY & CLAIMS					
		1-20100421296	02 -5267106	WORKER'S COMP MEDICAL BILLS 3/24-4/13	050264	5,470.56
			FUND	02	MPWA	TOTAL: 119,374.48

PACKET: 05098 CLAIMS FOR 4/27/10

VENDOR SET: 01

FUND : 05 PARKING AUTHORITY

VENDOR	NAME	INEX #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00560	PUBLIC SERVICE/AEP	I-201004121258	05 -5218313	ELECTRIC UTIL 95244019006 - PARKING AUTH	050127	129.71
			FUND 05	PARKING AUTHORITY	TOTAL:	129.71

PACKET: 05099 CLAIMS FOR 4/27/10

VENDOR SHT: 01

FUND : 08 NUTRITION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000213	DEBBIE COMPTON					
		I-201004201289	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	050178	135.00
		I-201004201290	08 -5549308	CONTRACT SERV REIMB OF MILEAGE FOR DELIVERY	050178	108.00
01-000297	EMMA H. BELLIS					
		I-201004201291	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	050185	150.00
		I-201004201292	08 -5549308	CONTRACT SERV REIMB OF MILEAGE FOR DELIVERY	050185	100.00
01-003339	MIKE CARR					
		I-201004201293	08 -5549308	CONTRACT SERV REIMB OF MILEAGE FOR DELIVERY	050211	100.00
			FUND 08 NUTRITION	TOTAL:		593.00

PACKET: 05098 CLAIMS FOR 4/27/10

VENDOR SET: 01

FUND : 09 LANDFILL RES./SUB-TITLE D

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-ACC745	ALFA- ASSOC FOR LANDFIL					
		1-356	09 -5864327	SUB TITLE D E 4TH QTR PARTICIPATION FEE	050162	3,303.00
01-F00016	FAIRBANKS SCALES, INC					
		1-885000	09 -5864327	SUB TITLE D E REPAIR OF LANDFILL SCALES	050188	2,685.45
01-K00005	K-BAR CO CONSTRUCTION					
		1-12563	09 -5864410	LAND IMPROVEM 80 LOADS FILL DIRT FOR LF	050200	6,000.00
01-S00132	STEARNS, CONRAD & SCHMI					
		1-0149609	09 -5864327	SUB TITLE D E PROFESSIONAL SERVICE	050243	7,593.21
			FUND 09	LANDFILL RES./SUB-TITLE D TOTAL:		19,601.66

PACKET: 05098 CLAIMS FOR 4/27/10

VENDOR SET: 01

FUND : 14 POLICE GRANT FUND

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000681 DRMS FIREARMS, LLC					
	I-0380674-IN	14 -5321443	POLICE EQUIPM AR-15 MOD RAA2-L-16	050183	7,987.00
	I-0380624-IN	14 -5321443	POLICE EQUIPM AR-15 MOD RAA2-L-16 - FRE	050183	195.00
01-000671 SPEED TECH LIGHTS					
	I-2285	14 -5321443	POLICE EQUIPM SIRENS, SPEAKERS, LIGHTBA	050248	4,370.55
			FUND 14 POLICE GRANT FUND	TOTAL:	12,352.55

PACKET: 05098 CLAIMS FOR 4/27/10

VENDOR SET: 01

FUND : 28 SE EXPO CTR/TOURISM FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00622	ANCHOR SPORTS					
		1-2628	28 -5654401	CAPITAL OUTLA ANGELA FIELD CONDITIONER	050160	3,495.00
01-C00320	CENTERPOINT ENERGY ARKL					
		1-201004141276	28 -5654314	GAS UTILITY 11728490 - EXPO	050131	3,428.14
01-D00402	DIAMOND TROPHY					
		1-751562	28 -5654202	OPERATING SUP PLAQUES	050160	44.95
01-J00110	JACKIE BRANNON CORR. CT					
		1-F182	28 -5654308	CONTRACT SERV INMATE LABOR	050197	216.29
01-M00134	MCALESTER MAIN STREET					
		1-APRIL 2010	28 -5654353	MAIN STREET P AS PER CONTRACT	050216	2,500.00
01-P00210	PEPSI COLA					
		1-153092	28 -5654210	CONCESSION SU BAG-N-BOX & CO2	050232	260.00
01-P00450	PRIDE IN MCALESTER INC.					
		1-APRIL 2010	28 -5654352	MISC PRIDE IN AS PER CONTRACT	050235	4,142.86
01-S00726	STAPLES BUSINESS ADVANT					
		1-3133520325	28 -5654401	CAPITAL OUTLA OFFICE FURNITURE	050250	649.97
		1-3133520326	28 -5654401	CAPITAL OUTLA OFFICE FURNITURE	050250	189.99
		1-3133520327	28 -5654401	CAPITAL OUTLA OFFICE FURNITURE	050250	186.99
		1-72321	28 -5654202	OPERATING SUP OFFICE SUPPLIES	050250	44.69
			FUND	28	SE EXPO CTR/TOURISM FUND TOTAL:	14,158.98

PACKET: 05098 CLAIMS FOR 4/21/10

VENDOR SET: 01

FUND : 29 E-911

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00033 AT&T	1-201004141273	29 -5324401	CAPITAL OUTLA 91814700086600 - EQUIP LEASE	050129	2,403.37
01-A00581 AT&T	1-201004121255	29 -5324315	TELEPHONE UTI 4100721865788 - HOST CIRCUIT	050125	786.79
01-A00710 ARTS ELECTRIC	1-003066	29 -5324316	REPAIRS-MAINT ELECTRICAL FOR A/C	050161	1,202.00
01-800580 AT & T	1-201004121256	29 -5324315	TELEPHONE UTI 40510300487857 - 911 WIRELESS	050126	476.52
		FUND 29 E-911	TOTAL:		4,868.64

PACKET: 05098 CLAIMS FOR 4/27/10

VENDOR SET: 01

FUND : 30 ECONOMIC DEVELOPMENT

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-MC0270 MBDS	I-APRIL 2010	30 -5211360	MC ECONOMIC D MONTHLY EXPENSE - JAN 10	050210	12,627.89
		FUND 30 ECONOMIC DEVELOPMENT	TOTAL:		12,627.89

PACKET: 05098 CLAIMS FOR 4/27/10

VENDOR SET: 01

FUND : 32 GIFTS & CONTRIBUTIONS

VENDOR	NAME	ITEM #	C/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-TC0445	TOYMY EDWARDS					
		1-64872	32 -5215404	CAPITAL OUTLA LABOR INSTALL SOFFETT	050256	576.00
		1-64875	32 -5215404	CAPITAL OUTLA LABOR INSTALL METAL ROOF	050256	500.00
			FUND 32	GIFTS & CONTRIBUTIONS	TOTAL:	1,076.00
				REPORT GRAND TOTAL:		286,451.60

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	--LINK ITEM--		-- GROUP BUDGET-----	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2009-2010	01 -5101319	MISCELLANEOUS	1,300.87	3,600	922.83		
	01 -5101355	OIL-OK FOR INDEPENDENT LEV	1,657.14	31,600	0.00		
	01 -5210202	OPERATING SUPPLIES	192.14	5,000	594.36		
	01 -5210302	CONSULTANTS/LABOR RELATION	1,556.58	20,000	4,737.89		
	01 -5211202	OPERATING SUPPLIES	117.51	5,200	51.12		
	01 -5212317	ADVERTISING & PRINTING	1,477.23	5,000	2,627.78		
	01 -5214302	CONSULTANTS	198.67	110,000	46,169.42		
	01 -5215106	WORKER'S COMPENSATION	7,195.98	325,000	127,823.47		
	01 -5215312	EQUIPMENT RENTALS	3,283.99	40,000	5,803.39		
	01 -5215313	ELECTRIC UTILITY	19,094.96	360,000	141,091.54		
	01 -5215314	GAS UTILITY	1,145.75	15,000	884.53		
	01 -5215315	TELEPHONE UTILITY	75.00	64,935	16,251.37		
	01 -5321202	OPERATING SUPPLIES	251.35	15,500	2,202.80		
	01 -5321308	CONTRACTED SERVICES	350.00	22,150	11,658.57		
	01 -5321316	REPAIRS & MAINTENANCE	215.00	7,000	4,844.56		
	01 -5431202	OPERATING SUPPLIES	88.31	12,100	3,465.87		
	01 -5431207	CLOTHING ALLOWANCE	314.50	21,150	2,343.77		
	01 -5431316	REPAIRS & MAINTENANCE	476.95	10,400	3,557.44		
	01 -5431331	EMPLOYEE TRAVEL & TRAININ	978.00	11,000	449.69		
	01 -5432308	CONTRACTED SERVICES	3,839.54	21,380	4,983.19		
	01 -5542202	OPERATING SUPPLIES	3,284.40	32,600	5,402.83		
	01 -5542203	REPAIRS & MAINT SUPPLIES	451.86	26,000	1,820.13		
	01 -5542206	CHEMICALS	1,333.00	22,100	6,112.30		
	01 -5542308	CONTRACTED SERVICES	2,098.33	13,500	4,133.54		
	01 -5542316	REPAIRS & MAINTENANCE	909.97	18,000	1,043.38		
	01 -5542319	MISCELLANEOUS	1,145.00	11,900	3,499.23		
	01 -5542331	EMPLOYEE TRAVEL & TRAININ	50.00	1,218	277.22		
	01 -5543202	OPERATING SUPPLIES	224.65	10,500	8,308.28		
	01 -5544202	OPERATING SUPPLIES	1,564.63	8,000	35.04	Y	
	01 -5544308	CONTRACT LABOR	580.00	16,448	7,396.00		
	01 -5547303	REPAIRS & MAINT SUPPLIES	545.38	11,000	4,131.91		
	01 -5549203	REPAIRS & MAINTENANCE SUPP	2,132.43	49,000	4,726.52		
	01 -5549311	PARKING RENTAL	375.00	4,500	1,500.00		
	01 -5652202	OPERATING SUPPLIES	3.02	2,348	685.27		
	01 -5652331	EMPLOYEE TRAVEL & TRAININ	80.00	1,596	916.70		
	01 -5653202	OPERATING SUPPLIES	75.97	2,000	293.12		
	01 -5653213	SAFETY SUPPLIES	870.00	8,500	945.74		
	01 -5653317	ADVERTISING & PRINTING	30.60	4,000	3,625.00		
	01 -5653348	DRUG TESTING & MISC. FEES	660.90	8,000	2,714.95		
	01 -5862202	REPAIRS & MAINT SUPPLIES	7,599.28	215,000	74,969.61		
	01 -5862204	SMALL TOOLS	164.45	2,250	138.50		
	01 -5862205	PETROLEUM PRODUCTS	22,047.46	260,200	72,919.46		
	01 -5863202	OPERATING SUPPLIES	59.98	1,000	132.38		
	01 -5865204	SMALL TOOLS	947.65	2,500	356.94		
	01 -5865218	STREET REPAIRS & MAINTENAN	8,731.70	200,000	927.20		

** 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 -5865402	CAPITAL PROJECTS-RESURFACI	1,893.66	41,500	4,588.14		
	02 -5216202	OPERATING SUPPLIES	367.34	15,800	274.23-	Y	
	02 -5267106	WORKER'S COMPENSATION	6,158.06	221,000	70,387.76		
	02 -5267313	ELECTRIC UTILITY	26,653.33	568,150	273,161.14		
	02 -5267315	TELEPHONE UTILITY	1,034.47	46,000	7,559.78		
	02 -5267323	DAMAGES	31,885.97	42,500	21,667.82-	Y	
	02 -5862203	REPAIRS & MAINT SUPPLIES	16,999.87	213,897	22,864.78		
	02 -5862205	PETROLEUM PRODUCTS	21,493.53	251,700	86,350.55		
	02 -5864202	OPERATING SUPPLIES	1,590.77	8,500	1,402.78		
	02 -5864203	REPAIRS & MAINT SUPPLIES	11,911.17	31,948	9,269.83		
	02 -5864204	SMALL TOOLS	127.60	1,200	893.08		
	02 -5866204	SMALL TOOLS	62.12	1,500	288.42		
	02 -5871202	OPERATING SUPPLIES	145.06	6,000	3,381.72		
	02 -5871202	CONSULTANTS(HMP & SW PHASH	798.00	134,728	68,515.32		
	02 -5871332	MOVING EXPENSE	147.19	3,000	0.00		
	05 -5218313	ELECTRIC UTILITY	129.71	2,900	1,789.14		
	08 -5549308	CONTRACT SERVICES	593.00	14,800	1,687.00		
	09 -5864327	SUB TITLE D EXPENSE	13,601.66	152,928	65,003.15		
	09 -5864410	LAND IMPROVEMENTS	6,000.00	171,572	142,138.69		
	14 -5321443	POLICE EQUIPMENT (GRANT-CN	12,352.55	20,297	1,531.51		
	28 -5654202	OPERATING SUPPLIES	89.64	7,500	5,867.70		
	28 -5654210	CONCRESSION SUPPLIES	260.00	25,000	1,217.58		
	28 -5654308	CONTRACT SERVICES	216.29	2,000	201.91		
	28 -5654314	GAS UTILITY	3,428.14	12,500	7,600.40-	Y	
	28 -5654352	MISC PRIDE IN MCALESTER	4,142.86	37,000	0.02-	Y	
	28 -5654353	MAIN STREET PROGRAM	2,500.00	15,000	0.00		
	28 -5654401	CAPITAL OUTLAY	3,521.95	70,000	45,896.06		
	29 -5324315	TELEPHONE UTILITY	1,263.31	34,000	5,700.14		
	29 -5324316	REPAIRS-MAINTENANCE	1,202.00	25,000	2,788.31		
	29 -5324401	CAPITAL OUTLAY	2,403.33	313,400	34,961.48		
	30 -5211360	MC ECONOMIC DEVELOPMENT	12,627.89	180,458	65.69		
	32 -5215404	CAPITAL OUTLAY - PARKS	1,076.00	100,000	20,908.82		
	** 2009-2010 YEAR TOTALS **		286,451.60				

NO ERRORS

** END OF REPORT **

PACKET: 05098 CLAIMS FOR 4/27/10

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	4/2010	101,668.79CR
02	4/2010	119,374.48CR
05	4/2010	129.71CR
08	4/2010	593.00CR
09	4/2010	19,601.66CR
14	4/2010	12,352.55CR
28	4/2010	14,158.98CR
29	4/2010	4,868.64CR
30	4/2010	12,627.89CR
32	4/2010	1,076.00CR
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ALL		286,451.60CR

RESOLUTION NO. _____

Capital Improvement Plan 2010 – 2015

WHEREAS, a five-year Capital Improvement Plan has been prepared that takes into consideration the implementation of policies and programs previously established by the City Council, the urgent need and necessity for certain projects, the appropriate sequence of construction of projects in relationship to other projects, and the capital expenditures necessary to carry on a balanced program; and

WHEREAS, the five-year Capital Improvement Plan allows the City to construct improvements in accordance with predetermined priorities that help stabilize tax rates while revealing the source and extent of funds needed in future years; and

WHEREAS, the City Council intends to annually adopt a five-year Capital Improvement Plan after reviewing, amending and extending the plan an additional year; and

WHEREAS, the scheduling of capital improvement projects allows the public to become aware of long-range municipal needs and provides a mechanism for coordination of project both with one another and with the City's long-range comprehensive plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of McAlester, Oklahoma, hereby approves the Capital Improvement Plan 2010-2015.

PASSED and APPROVED at the regular meeting of the City Council of the City of McAlester, Oklahoma, and duly signed by the Mayor this 27th day of April 27, 2010.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By _____
Kevin E. Priddle, Mayor

ATTEST:

Cora Middleton, City Clerk

- (1) an appropriation ordinance making appropriations by department, division, or other organizational unit, activities or objectives;
- (2) ordinances required to authorize new revenues or to amend the rates or other features of existing taxes or other revenue sources.

Sections of the current charter and proposed charter applicable to the Capital Program process.

Current Charter: Section 3-2 City manager: Powers and Duties. (8) Keep the city council fully advised as to the financial condition and future needs of the city; **(11)** Assist the council to develop long term goals for the city and strategies to implement these goals.

Current Charter: Section 4-4 Public Improvements. Public improvements may be made by the city government, itself or by contract. ... (The rest of the section is on contracts and bidding.)

The following are from the **Proposed Charter**:

Section 5.11. Capital Program.

(a) Submission to City Council. The City Manager shall prepare and submit to the City Council and the Audit and Finance Advisory Committee a five (5)-year or longer capital program no later than the fifteenth (15th) day of March.

(b) Contents. The capital program shall include:

- (1) A clear general summary of its contents;
- (2) Identification of the long-term goals of the community;
- (3) A list of all capital improvements and other capital expenditures which are proposed to be undertaken during the five (5) fiscal years or longer next ensuing, with appropriate supporting information as to the necessity for each, regardless of whether funding is available for any such capital expenditure or improvement;
- (4) Cost estimates and recommended time schedules for each improvement or other capital expenditure;
- (5) Method of financing upon which each capital expenditure is to be reliant;
- (6) The estimated annual cost of operating and maintaining the facilities to be constructed or acquired;
- (7) Methods to measure outcomes and performance of the capital plan related to the long-term goals of the community.

The above shall be revised and extended each year with regard to capital improvements still pending or in process of construction or acquisition.

(c) Debt Limitations. Any resolution or ordinance adopted by the council permitting or approving the creation of any indebtedness or obligation by a municipal beneficiary trust in excess of \$500,000 must be approved by a majority of the qualified electors of the City of McAlester,

provided that for purposes of this provision, the terms "indebtedness or obligation" shall include the aggregate rental required to be paid for the entire term of a lease.

- (d) **Public Improvements.** Public improvements may be made by the City government itself or by contract. The Council shall award all contracts for such improvements; provided that the Council may authorize the City Manager to award such contracts not exceeding an amount to be determined by the Council and subject to such regulations as the Council may prescribe. The City will follow State Law on bidding.

Section 5.12. City Council Action on Capital Program.

- (a) **Notice and Hearing.** Within one (1) week of receiving the capital budget from the City Manager, the City Council shall publish in one or more newspapers of general circulation in the City and on a website or other publicly available means of electronic distribution, the general summary of the capital program and a notice stating:

- (1) The times and places where copies of the entire detailed capital program are available for inspection by the public and purchase at a reasonable price set by the Council; and
- (2) The time and place, not less than two (2) weeks after such publication, for a public hearing(s) on the capital program.

Public discussion and suggestions on the capital program will be actively solicited until the fifteenth (15th) day of April.

- (b) **Adoption.** The City Council by resolution shall adopt the capital program with or without amendment after the public hearing(s) on or before the last day of April of the current fiscal year. If the City Council fails to adopt the capital program by such date, the current capital program will continue in effect.

PROOF OF PUBLICATION

McAlester News-Capital

500 S. Second, McAlester, OK 74501 • 918-423-1700

I, Amy Johns, am of lawful age, being duly sworn upon oath, deposes and says:

That I am publisher of McAlester News-Capital, a daily newspaper printed and published in the City of McAlester, County of Pittsburg, and State of Oklahoma, and that the advertisement referred to, a true and printed copy is hereunto attached, was published in said McAlester News-Capital & in consecutive issues on the following dates to wit:

1st insertion April 01.....2010
2nd Insertion.....2010
3rd Insertion.....2010
4th Insertion.....2010
5th Insertion.....2010

That said newspaper has been published continuously and uninterruptedly in said county during a period one-hundred and four consecutive weeks prior to the publication of the attached notice or advertisement; that it has been admitted to the United States mail as publications (second-class) mail matter, that it has a general paid circulation, and publishes news of general interest, and otherwise conforms with all of the statutes of the State of Oklahoma governing legal publications:

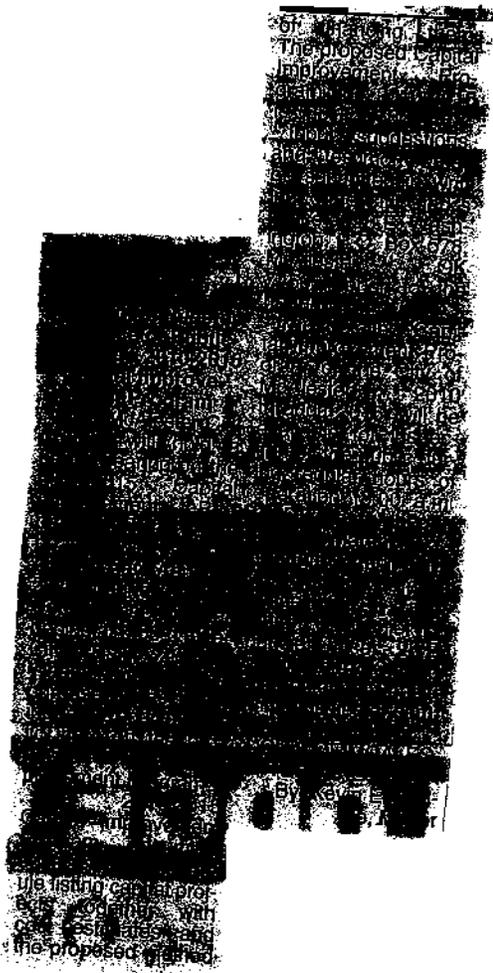
Publication Fee..... \$ 3465

Amy Johns
Publisher

SUBSCRIBED and sworn to before me this

01 day of April, 2010

Sharon Martin
Notary Public



City of McAlester

Notice of Public Hearing: 2010-2015 Capital Improvement Program

The McAlester City Council will hold a public hearing on the 2010-2015 Capital Improvement Program. The public hearing will be held on Tuesday, April 13, 2010, during the City Council meeting that begins at 6:00 p.m. at City Hall, 28 E. Washington. The purpose of the hearing is to receive public input on the proposed Capital Improvement Program.

The 2010-2015 Capital Improvement Program document consists of a schedule listing capital projects together with cost estimates and the proposed method of financing them. The proposed Capital Improvement Program for 2010-2015 is \$33,172,386.

Input, suggestions, and testimony may be submitted in writing to the City Clerk's Office at 28 E. Washington, P.O. Box 578, McAlester, OK 74502, prior to the hearing.

The detailed Capital Improvement Program of the City of McAlester, 2010 through 2015, will be available for inspection by the public during regular hours of operation (8:00 a.m. to 5:00 p.m.) beginning March 22 through April 13, 2010 at:

- City Clerk's Office – 28 E. Washington
- City Chief Financial Officer – 28 E. Washington
- City of McAlester Website (cityofmcalester.com)

CITY OF MCALESTER, OKLAHOMA
By: Kevin E. Priddle, Mayor

**CITY OF MCALESTER
FIVE YEAR CAPITAL OUTLAY PROGRAM**

Division	FY 10-11	FY 11-12	FY 12-13	FY 13-14	FY 14-15	TOTALS
Public Works	3,607,000	2,670,000	1,969,000	1,516,000	5,581,000	15,343,000
Public Utilities	3,275,815	5,351,865	2,078,865	1,862,865	320,000	12,889,410
Community Services	266,386	782,400	286,369	208,000	363,500	1,906,655
Police	458,620	331,950	315,598	330,977	347,126	1,784,271
Fire	152,000	382,000	127,000	167,000	97,000	925,000
Finance	119,500	72,800	36,000	65,750	30,000	324,050
TOTALS	\$ 7,879,321	\$ 9,591,015	\$ 4,812,832	\$ 4,150,592	\$ 6,738,626	\$ 33,172,386

CITY OF McALESTER - FIVE YEAR CAPITAL OUTLAY PROGRAM

PUBLIC WORKS											
PROJECT TYPE	DEPARTMENT	NO.	PROJECT NAME OR ITEM	NOTES	FY 2010/11	FY 2011/12	FY 2012/13	FY 2013/14	FY 2014/15	TOTAL	
BUILDINGS	Public Works	PWB01	Public Works Facility (New Building)						3,500,000	PW	3,500,000
BUILDINGS	City Manager	PWB02	City Hall (Renovation)						500,000	GF	500,000
BUILDINGS	Public Works	PWB03	City Hall (second floor hallway floor)			10,000	GF				10,000
BUILDINGS	Public Works	PWB04	Public Works Central Garage (New Roof)				90,000	PW			90,000
BUILDINGS Total						10,000	90,000		4,000,000		4,100,000
MISCELLANEOUS	Public Works	PWM01	Construct New Cell at Landfill		720,000	PW					720,000
MISCELLANEOUS	Public Works	PWM02	Updated GIS Equipment and Software		20,000	PW					20,000
MISCELLANEOUS Total					740,000						740,000
STREET/OTHER	Public Works	PWS01	Traffic Signal (Strong/Wyandotte Intersection)		180,000	GR					180,000
STREET/OTHER	Public Works	PWS02	Traffic Signal (Strong/Monroe Intersection)			160,000	GR				160,000
STREET/OTHER	Public Works	PWS03	Traffic Signal (Strong/Washington Intersection)				40,000	GF			40,000
STREET/OTHER	Public Works	PWS04	Washington Avenue Bridge Study / Repair		100,000	GF					100,000
STREET/OTHER	Public Works	PWS05	Stormwater Phase II Engineering		70,000	PW	70,000	PW	70,000	PW	350,000
STREET/OTHER	Public Works	PWS06	Hazard Mitigation Engineering		30,000	PW	30,000	PW	30,000	PW	150,000
STREET/OTHER	Public Works	PWS07	Mallard/Fleming Drainage Project		115,000	PW					115,000
STREET/OTHER	Public Works	PWS08	Drainage Improvements		300,000	PW	300,000	PW	300,000	PW	1,500,000
STREET/OTHER	Public Works	PWS09	Traffic Signal Upgrades (Carl Albert: A Street to Tandy Town)			300,000	GR				300,000
STREET/OTHER	Public Works	PWS10	Traffic Signal Upgrades (Signal heads and LED lights)		50,000	GF	50,000	GF	50,000	GF	250,000
STREET/OTHER	Public Works	PWS11	Street Reconstruction		605,000	PW	560,000	PW	729,000	PW	3,154,000
STREET/OTHER	Public Works	PWS12	Street Resurfacing		220,000	GF	242,000	GF	266,000	GF	1,345,000
STREET/OTHER	Public Works	PWS13	Electric Avenue Bridge Repair (replace expansion joints)			50,000	GF		292,000	GF	325,000
STREET/OTHER Total					1,870,000	1,762,000	1,485,000	1,372,000	1,405,000		7,894,000
VEHICLES/EQUIPMENT	Public Works	PWE01	95-gallon carts (Solid Waste/Refuse Collection)		240,000	PW	240,000	PW	240,000	PW	720,000
VEHICLES/EQUIPMENT	Public Works	PWV01	Sanitation Truck modification (20,000 X 2)		40,000	PW					40,000
VEHICLES/EQUIPMENT	Public Works	PWV10	Sanitation Truck				29,000	PW	29,000	PW	116,000
VEHICLES/EQUIPMENT	Public Works	PWE02	Skid Steer Loader (Streets)				50,000	GF			50,000
VEHICLES/EQUIPMENT	Public Works	PWV02	Utility Truck (Fleet Maintenance)				32,000	GF	35,000	GF	92,000
VEHICLES/EQUIPMENT	Public Works	PWV03	Utility Truck (Facility Maintenance)				35,000	GF			35,000
VEHICLES/EQUIPMENT	Public Works	PWV04	Dump Truck (Solid Waste/Landfill, 25 yards)	A	85,000	##					85,000
VEHICLES/EQUIPMENT	Public Works	PWE03	Hydro-scoptic telescoping boom excavator (Grade All, Streets)	B	421,000	GF					421,000
VEHICLES/EQUIPMENT	Public Works	PWV05	Ten (10) Wheeled Dump Truck w/pup trailer (Streets)	C	157,000	ED					157,000
VEHICLES/EQUIPMENT	Public Works	PWV06	Dump Truck (Streets)				132,000	GF			264,000
VEHICLES/EQUIPMENT	Public Works	PWE04	Roll-Off Containers (Solid Waste/Refuse Collection)		15,000	PW	15,000	PW	15,000	PW	75,000
VEHICLES/EQUIPMENT	Public Works	PWV07	Roll-Off Truck (Solid Waste/Refuse Collection)				115,000	PW			115,000
VEHICLES/EQUIPMENT	Public Works	PWE04	Pavement Breaker (Streets)		25,000	GF					25,000
VEHICLES/EQUIPMENT	Public Works	PWE05	Scales (Solid Waste/Landfill)						75,000	PW	75,000
VEHICLES/EQUIPMENT	Public Works	PWE06	Tub Grinder (Solid Waste/Landfill)				250,000	PW			250,000
VEHICLES/EQUIPMENT	Public Works	PWV08	Pickup Truck (Streets)					45,000	GF		45,000
VEHICLES/EQUIPMENT	Public Works	PWE07			145,000	GF					145,000
VEHICLES/EQUIPMENT	Public Works	PWE08			69,000	GF					69,000
VEHICLES/EQUIPMENT	Public Works	PWV09	Pickup Truck (Engineering)					30,000	PW		30,000
VEHICLES/EQUIPMENT Total					1,187,000	898,000	394,000	144,000	176,000		2,809,000
Grand Total					3,607,000	2,870,000	1,969,000	1,516,000	5,581,000		15,343,000
					A ##	Split with ED money - 75% ED, 25% MPWA					
					B	If leasee, will need to spread budget over several years.					
					C	Will be a cost saving for transportation fees, lease over 5 years, can share with other departments.					

Key: Airport(AR); Cemetery Care (CM); Donations(D); E-911(E9); Econ.Development(ED); Expo(EX); General Fund(GF); Grant(GR); MPWA(PW); Nutrition Fund(NF); Revenue Bonds (RB); Other(O)

CITY OF McALESTER - FIVE YEAR CAPITAL OUTLAY PROGRAM

PUBLIC UTILITIES												
PROJECT TYPE	DEPARTMENT	NO.	PROJECT NAME OR ITEM	NOTES	FY 2010/11	FY 2011/12	FY 2012/13	FY 2013/14	FY 2014/15	TOTAL		
VEHICLES/EQUIPMENT	Utilities	PUE01	Backhoe (Utility Maintenance) - 4 yrs left on 5 yr lease.		18,865	PW	18,865	PW	18,865	PW	75,460	
VEHICLES/EQUIPMENT	Utilities	PUE02	Backhoe (Utility Maintenance)				70,000	PW			141,000	
VEHICLES/EQUIPMENT	Utilities	PUV01	Utility Truck (Utility Maintenance) 3/4 ton single cab (one ton 1st yr)		54,000	PW	50,000	PW	51,000	PW	207,000	
VEHICLES/EQUIPMENT	Utilities	PUE03	Vacuum Truck (Utility Maintenance)		230,000	PW					230,000	
VEHICLES/EQUIPMENT	Utilities	PUV02	Dump Truck (Utility Maintenance)				64,000	PW	66,000	PW	200,000	
VEHICLES/EQUIPMENT	Utilities	PUV03	Pickup Truck (Utility Maintenance) Half-ton				24,000	PW	27,000	PW	81,000	
VEHICLES/EQUIPMENT	Utilities	PUV04	Utility Truck (Water Treatment)		85,000	PW					85,000	
VEHICLES/EQUIPMENT	Utilities	PUV05	Utility Truck (Wastewater Treatment)				87,000	PW			87,000	
VEHICLES/EQUIPMENT	Utilities	PUV06	Dump Truck (Wastewater Treatment)				64,000	PW	64,000	PW	128,000	
VEHICLES/EQUIPMENT	Utilities	PUV07	Pickup Truck (Wastewater Treatment) Half-ton				24,000	PW	27,000	PW	81,000	
VEHICLES/EQUIPMENT Total					387,865		401,865		253,865		1,315,460	
WASTEWATER	Utilities	PUW01	Rehabilitation of Two Clarifiers @ West Treatment Plant						895,000	PW	895,000	
WASTEWATER	Utilities	PUW02	Addition of Clarifier at East Wastewater Treatment Plant				875,000	PW			875,000	
WASTEWATER	Utilities	PUW03	Wastewater Main Extension (Across Hwy 69 and 14th Street)						300,000	ED	300,000	
WASTEWATER Total							875,000		1,195,000		2,070,000	
WATER	Utilities	PUW04	Water Distribution Improvements - 12" main on Main Street					1,000,000	PW		1,000,000	
WATER	Utilities	PUW05	Storage Tank Renovation		1,500,000	PW					1,500,000	
WATER	Utilities	PUW06	WTP Administration Roof Replacement				125,000	PW			125,000	
WATER	Utilities	PUW07	Water Line Extension (W. Hereford Lane - 7th Street to Hwy. 69)					750,000	ED		750,000	
WATER	Utilities	PUW08	WTP Chlorine Gas Feed Equipment Replacement						100,000	PW	100,000	
WATER	Utilities	PUW09	WTP Chlorine Gas Building (hazardous, chlorine by admin.)						75,000	PW	75,000	
WATER	Utilities	PUW10	Lake McAlester Intake Variable Depth						191,000	PW	191,000	
WATER	Utilities	PUW11	Lake McAlester Pump Station Variable Speed Drives							200,000	PW	200,000
WATER	Utilities	PUW12	WTP SCADA System							50,000	PW	50,000
WATER	Utilities	PUW13	WTP Chemical Spill Containment					50,000	PW		50,000	
WATER	Utilities	PUW14	Raw Water Main Valves				50,000	PW			50,000	
WATER	Utilities	PUW15	Lake Eufaula Intake Radio Telemetry					25,000	PW		25,000	
WATER	Utilities	PUW16	Lake McAlester Intake Pump Header Replacement				50,000	PW			50,000	
WATER	Utilities	PUW17	Lake Eufaula Intake Improvements				350,000	PW			350,000	
WATER	Utilities	PUW18	WTP Clarifiers Splitter Box						100,000	PW	100,000	
WATER	Utilities	PUW19	Water System Automatic Meter Readers				3,500,000	PW			3,500,000	
WATER	Utilities	PUW20	U.S. Highway 69 Water Utility Relocation		822,950	PW					822,950	
WATER	Utilities	PUW21	Water Treatment Plant Lagoon Upgrades (DEQ Consent Order)		565,000	PW					565,000	
WATER Total					2,887,950		4,075,000		1,825,000		9,503,950	
Grand Total					3,275,815		5,351,865		2,078,865		12,889,410	

Key: Airport(AR); Cemetery Care(CM); Donations(D); E-911(E9); Econ.Development(ED); Expo(EX); General Fund(GF); Grant(GR); MPWA(PW); Nutrition Fund(NF); Revenue Bonds(RB); Other(O)

CITY OF McALESTER - FIVE YEAR CAPITAL OUTLAY PROGRAM

COMMUNITY SERVICES

PROJECT TYPE	DEPARTMENT	NO.	PROJECT NAME OR ITEM	NOTES	FY 2010/11	FY 2011/12	FY 2012/13	FY 2013/14	FY 2014/15	TOTAL
BUILDINGS	Community Services	CSB01	Stipe Center (Replace HVAC Unit)				25,000	GF		25,000
BUILDINGS	Community Services	CSB02	Stipe Center (Replace Part of Roof)			100,000	GF			100,000
BUILDINGS	Community Services	CSB03	EXPO Center (Replace Downstairs Carpet)		20,000	EX	55,000	EX		75,000
BUILDINGS	Community Services	CSB04	EXPO Center (Replace Upstairs Carpet)				25,000	EX		25,000
BUILDINGS	Community Services	CSB05	Cemetery (New Storage Building)					60,000	CM	60,000
BUILDINGS Total					20,000	155,000	50,000	60,000		285,000
MISCELLANEOUS	Community Services	CSM01	Christmas Decorations		15,000	EX		15,750	EX	30,750
MISCELLANEOUS Total					15,000		15,750			30,750
PARKS/RELATED PROJ	Community Services	CSP01	Cemetery and Parks (Trees)		5,000	GF	15,000	GF	15,000	65,000
PARKS/RELATED PROJ	Community Services	CSP02	Chadick Park (Replace Playground Equipment)			50,000	GF			50,000
PARKS/RELATED PROJ	Community Services	CSP03	Connolly Park (Replace Playground Equipment)				50,000	GF		50,000
PARKS/RELATED PROJ	Community Services	CSP04	Softball Complex Improvements		80,000	EX				80,000
PARKS/RELATED PROJ	Community Services	CSP05	Disc Golf Course					20,000	GF	20,000
PARKS/RELATED PROJ	Community Services	CSP06	Big Lake/Hutchinson/Connolly Park (Repl. Playground Equip)						150,000	150,000
PARKS/RELATED PROJ Total					85,000	85,000	85,000	35,000	165,000	416,000
STREET/OTHER	Community Services	CSS01	ADA Improvements (Required Expenditures)		32,500	GF	32,500	GF	32,500	162,500
STREET/OTHER	Community Services	CSS02	EXPO Center Parking Lot (Expansion)				182,000	EX		182,000
STREET/OTHER	Community Services	CSS03	Airport (Grade Runway) - Match for 1.2M Grant	A	5,750	AR	70,000	AR		75,750
STREET/OTHER	Community Services	CSS04	Cemetery (North Town Road Improvements)						42,000	42,000
STREET/OTHER Total					38,250	284,500	32,500	32,500	74,500	482,250
VEHICLES/EQUIPMENT	Community Services	CSV01	Pickup Truck w / Crew Cab (Parks - Glen)			29,000	GF			29,000
VEHICLES/EQUIPMENT	Community Services	CSE01	Tractor w / Flail Mower (Parks)			56,000	GF			56,000
VEHICLES/EQUIPMENT	Community Services	CSE02	Mower (Stipe Center)		8,900	GF				8,900
VEHICLES/EQUIPMENT	Community Services	CSV02	Pickup Truck w/Crew Cab (Parks-Stipe Center)		23,500	GF				23,500
VEHICLES/EQUIPMENT	Community Services	CSE03	Chipper (Parks)			60,000	GF			60,000
VEHICLES/EQUIPMENT	Community Services	CSE04	Backhoe (Parks)			67,000	GF			67,000
VEHICLES/EQUIPMENT	Community Services	CSE05	Sprayers (Parks)					30,000	GF	30,000
VEHICLES/EQUIPMENT	Community Services	CSV03	Packer Truck (Parks)						75,000	75,000
VEHICLES/EQUIPMENT	Community Services	CSE06	Stump Cutter (Parks)						30,000	30,000
VEHICLES/EQUIPMENT	Community Services	CSE07	Mower (SBC)		8,900	EX				8,900
VEHICLES/EQUIPMENT	Community Services	CSV04	ATV (Cemetery)			15,900	GF			15,900
VEHICLES/EQUIPMENT	Community Services	CSE08	Mower (Cemetery)		15,836	GF		17,419	GF	33,255
VEHICLES/EQUIPMENT	Community Services	CSV05	Pickup (Cemetery)		26,000	CM	35,000	CM		61,000
VEHICLES/EQUIPMENT	Community Services	CSV06	Pickup (Cemetery)				22,000	CM		22,000
VEHICLES/EQUIPMENT	Community Services	CSE09	Backhos (Cemetery)				73,700	GF		73,700
VEHICLES/EQUIPMENT	Community Services	CSV07	Pickup (Cemetery)					24,000	GF	24,000
VEHICLES/EQUIPMENT	Community Services	CSE10	Mower (Cemetery)					16,500	GF	16,500
VEHICLES/EQUIPMENT	Community Services	CSV08	Van (Grant Match for Senior Citizens)						9,000	9,000
VEHICLES/EQUIPMENT	Community Services	CSE11	Furniture (Stipe Center/Senior Citizens)			15,000	GF			15,000
VEHICLES/EQUIPMENT	Community Services	CSE12	Replacement Tables & Chairs (EXPO)		25,000	EX	10,000	EX	10,000	65,000
VEHICLES/EQUIPMENT Total					108,136	277,800	123,119	80,500	124,000	713,655
Grand Total					266,386	782,400	286,369	208,000	363,500	1,906,656
				A	\$5,750 is for engineering, \$70,000 is for match					

Key: Airport(AR); Cemetery Care (CM); Donations(D); E-911(E9); Ebon.Development(ED); Expo(EX); General Fund(GF); Grant(GR); MPWA(PW); Nutrition Fund(NF); Revenue Bonds (RB); Other(O)

CITY OF McALESTER - FIVE YEAR CAPITAL OUTLAY PROGRAM

		FIRE									
PROJECT TYPE	DEPARTMENT	NO.	PROJECT NAME OR ITEM	NOTES	FY 2010/11	FY 2011/12	FY 2012/13	FY 2013/14	FY 2014/15	TOTAL	
VEHICLES/EQUIPMENT	Fire	FRV01	Jaws of Life		25,000 GF					25,000	
VEHICLES/EQUIPMENT	Fire	FRV01	New Ambulance for 4th Fire Station		120,000 GF					120,000	
VEHICLES/EQUIPMENT	Fire	FRV02	MEDIC 2 Ambulance				120,000 GF			120,000	
VEHICLES/EQUIPMENT	Fire	FRV03	MEDIC 3 Ambulance					120,000 GF		120,000	
VEHICLES/EQUIPMENT	Fire	FRV04	2 - 4x4 Pickups (Fire Dept Support Unit & Fire Marshall)					40,000 GF	40,000 GF	80,000	
VEHICLES/EQUIPMENT	Fire	FRV05	Engine 3 (Replacement)			375,000 GF				375,000	
VEHICLES/EQUIPMENT	Fire	FRV02	S.C.B.A. 1 hr. bottles & ISI digital air mask		7,000 GF	35,000					
VEHICLES/EQUIPMENT	Fire	FRV06	Suburban (Assistant Chief, current model is 1991)						50,000 GF	50,000	
VEHICLES/EQUIPMENT Total					152,000	382,000	127,000	167,000	97,000	925,000	
Grand Total					152,000	382,000	127,000	167,000	97,000	925,000	

Key: Airport(AR); Cemetery Care (CM); Donations(D); E-911(E9); Econ.Development(ED); Expo(EX); General Fund(GF); Grant(GR); MPWA(PW); Nutrition Fund(NF); Revenue Bonds (RB); Other(O)

CITY OF McALESTER - FIVE YEAR CAPITAL OUTLAY PROGRAM

POLICE										
PROJECT TYPE :	DEPARTMENT	NO.	PROJECT NAME OR ITEM	NOTES	FY 2010/11	FY 2011/12	FY 2012/13	FY 2013/14	FY 2014/15	TOTAL
MISCELLANEOUS	Police	POM01	INCODE Police Module		126,460 GF					126,460
MISCELLANEOUS Total					126,460					126,460
VEHICLES/EQUIPMENT	Police	POE01	Hand Held Radio Equipment (21 1st year, 15 2nd year)		15,000 GF	11,000 GF				26,000
VEHICLES/EQUIPMENT	Police	POV01	Police Vehicles and Equipment (9 a year)		279,000 GF	292,950 GF	307,598 GF	322,977 GF	339,126 GF	1,541,651
VEHICLES/EQUIPMENT	Police	POV02	Animal Control Truck			20,000 GF				20,000
VEHICLES/EQUIPMENT	Police	POE02	Automated Ticket Writing		30,160 GF					30,160
VEHICLES/EQUIPMENT	Police	POE03	Service Weapons (9 a year)		8,000 GF	40,000				
VEHICLES/EQUIPMENT Total					332,160	331,950	315,598	330,977	347,126	1,657,811
Grand Total					458,620	331,950	315,598	330,977	347,126	1,784,271

Key: Airport(AR); Cemetary Care (CM); Donations(D); E-911(E9); Econ.Development(ED); Expo(EX); General Fund(GF); Grant(GR); MPWA(PW); Nutrition Fund(NF); Revenue Bonds (RB); Other(O)

CITY OF McALESTER - FIVE YEAR CAPITAL OUTLAY PROGRAM

				FINANCE						
PROJECT TYPE	DEPARTMENT	NO.	PROJECT NAME OR ITEM	NOTES	FY 2010/11	FY 2011/12	FY 2012/13	FY 2013/14	FY 2014/15	TOTAL
MISCELLANEOUS	City Clerk	FNM01	Laser fiche Software					35,750	#	35,750
MISCELLANEOUS	City Clerk	FNM02	Recodification of Code Ordinances		10,000	#				10,000
MISCELLANEOUS	City Manager	FNM03	INCODE Human Resources Module			18,300	#			18,300
MISCELLANEOUS	Finance	FNM04	Upgrade Server & Operating Software		20,000	#				
MISCELLANEOUS Total					30,000	18,300		35,750		84,050
VEHICLES/EQUIPMENT	Finance	FNV01	3 Pickup Trucks (Utilities)		49,500	PW				49,500
VEHICLES/EQUIPMENT	Finance	FNV02	Pickup/SUV (IT)			16,500	#			16,500
VEHICLES/EQUIPMENT	Finance	FNE01	Computers (City wide)		30,000	#	30,000	#	30,000	150,000
VEHICLES/EQUIPMENT	Finance	FNE02	Equipment (Broadband)		10,000	#				10,000
VEHICLES/EQUIPMENT	Finance	FNE03	Equipment (Council Recording)			8,000	#	6,000	#	14,000
VEHICLES/EQUIPMENT Total					89,500	54,500	38,000	30,000	30,000	240,000
Grand Total					119,500	72,800	38,000	85,750	30,000	304,050
				#	Allocate between GF, PW, EX, AR, ED, etc.					

Key: Airport(AR); Cemetery Care (CM); Donations(D); E-911(E9); Econ.Development(ED); Expo(EX); General Fund(GF); Grant(GR); MFWA(PW); Nutrition Fund(NF); Revenue Bonds (RB); Other(O)

CONSTRUCTION IN PROGRESS

PROJECT TYPE	DEPARTMENT	NO.	PROJECT NAME OR ITEM	NOTES	FY 2009/10	FY 2010/11	TOTAL
WATER	Utilities	CIP01	WTP Filter Improvements (#3, #4 and #5)		750,000	#	750,000
WATER	Utilities	CIP01	Surge Tank		100,000	#	100,000
WATER	Utilities	CIP01	WTP Cleanwell Rehabilitation		155,000	#	155,000
WATER	Utilities	CIP02	U.S. Highway 69 Water Utility Relocation	A	50,000	CIP 822,960	PW 872,960
WATER	Utilities	CIP03	Water/Sewer Replacements - CDBG Grant	B	90,630	CIP	
WASTEWATER	Utilities	CIP04	Headworks Improvements at East Wastewater Treatment Plant		28,500	PW	28,500
TOTAL					1,174,130	822,960	1,906,460
				A	Project pending - \$50K is for engineering.		
				#	Budget split between CIP & PW		
				B	Will receive additional \$90,630 CDBG match Grant.		

Transmission Report

Date/Time	13-04-2010	11:45:55 a.m.	Transmit Header Text	
Local ID 1	9184214970		Local Name 1	Line 1 City of McAlester
Local ID 2			Local Name 2	Line 2

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



Pete Stasiak, ACM
City of McAlester
First and Washington
McAlester, Oklahoma 74502
(918) 423-9300

FAX TRANSMISSION

NOTE: The information contained in this facsimile message is intended only for the use of the individual or entity named below. If you are not the intended recipient or an employee or agent of the intended recipient who is responsible for delivering it to the addressee, you are notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify the sender by telephone (collect) and return the FAX to the above address by U.S. mail.

Attention: Joe Ervin

Fax number: 918-423-4243

Date: 4/13/10

Total pages, 2 - including cover:

__Urgent __Reply __Please Comment __XX Please Review __For Your Information

Note: Joe, this Resolution will be on the City Council Consent Agenda for April 27, 2010.

Please Review.

Pete

Total Pages Scanned : 2

Total Pages Confirmed : 3

No.	Job	Remote Station	Start Time	Duration	Pages	Line	Mode	Job Type	Results
001	569	918 423 4243	11:44:01 a.m. 13-04-2010	00:01:21	3/2	1	EC	HS	CP9600

Abbreviations:

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

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

MP: Mailbox print
CP: Completed
FA: Fail

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

G3: Group 3
EC: Error Correct

Public Hearing Notice

**Public Hearing
Notice**

The City of McAlester will be conducting a public input meeting on April 27, 2010 at 6:00 pm at the McAlester City Hall 1st & Washington, McAlester, Oklahoma 74501.

The purpose of this meeting is to discuss the recently completed Community Development Block Grant utilized for water and wastewater improvements.

All citizens are invited.

This notice posted at the McAlester City Hall on 13th day of April, 2010.


Clerk



PROOF OF PUBLICATION

APR 21 2010

APR 21 2010

McAlester News-Capital

500 S. Second, McAlester, OK 74501 • 918-423-1700

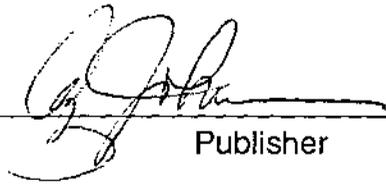
I, Amy Johns, am of lawful age, being duly sworn upon oath, deposes and says:

That I am publisher of McAlester News-Capital, a daily newspaper printed and published in the City of McAlester, County of Pittsburg, and State of Oklahoma, and that the advertisement referred to, a true and printed copy is hereunto attached, was published in said McAlester News-Capital & in consecutive issues on the following dates to wit:

- 1st insertion.....April 18.....2010
- 2nd Insertion.....2010
- 3rd Insertion.....2010
- 4th Insertion.....2010
- 5th Insertion.....2010

That said newspaper has been published continuously and uninterruptedly in said county during a period one-hundred and four consecutive weeks prior to the publication of the attached notice or advertisement; that it has been admitted to the United States mail as publications (second-class) mail matter, that it has a general paid circulation, and publishes news of general interest, and otherwise conforms with all of the statutes of the State of Oklahoma governing legal publications.

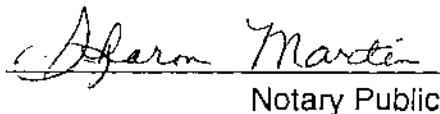
Publication Fee..... \$ 14.50



Publisher

SUBSCRIBED and sworn to before me this

19 day of April, 2010



Notary Public



(Published in the
McAlester News-
Capital April 18,
2010.)
**PUBLIC HEARING
NOTICE**
The City of McAlester will be conducting a public input meeting on April 27, 2010 at 6:00 p.m. at the McAlester City Hall, 1st & Washington, McAlester, Oklahoma 74501.
The purpose of this meeting is to discuss the recently completed Community Development Block Grant utilized for water and wastewater improvements.
All citizens are invited.
This notice posted at the McAlester City Hall on the 13th day of April, 2010.
/s/ Core Middleton,
Clerk
(Seal)

Peter Stasiak

From: Danny Baldwin [dbaldwin@keddo.org]
Sent: Monday, April 12, 2010 2:46 PM
To: Peter Stasiak
Subject: CDBG Closeout

Pete:

Please find attached the Public Hearing Notice for the Hearing to close out the prior CDBG grant. This needs to be posted and published at least eight days in advance of the meeting. I will be preparing all of the close out documents and forwarding them to you this week.

Sincerely,
Danny Baldwin, Executive Director
Kiamichi Economic Development District of Oklahoma
PO Box 638
Wilburton, OK 74578
(918) 465-2367-Main
(918) 465-3873-Fax



McAlester City Council

AGENDA REPORT

Meeting Date: April 27, 2010 Item Number: 1
Department: Acting City Manager
Peter J. Stasiak, ACM for
Prepared By: Mark Wilkett, Pres. PIM Account Code: _____
Date Prepared: April 19, 2010 Budgeted Amount: _____
Exhibits: 1 - To be handed out at meeting

Subject

Presentation of Quarterly Report of the Pride of McAlester. *(Mark Wilkett, President, Pride of McAlester)*

Recommendation

Discussion

Mr. Mark Wilkett, President, presents the PIM Quarterly Report to the Council.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	PJS	4/19/10
City Manager	PJS 	4/20/10



McAlester City Council

AGENDA REPORT

Meeting Date: April 27, 2010 Item Number: 2
Department: Acting City Manager
Peter J. Stasiak for Shari
Prepared By: Cooper, Executive Director Account Code: _____
Date Prepared: April 19, 2010 Budgeted Amount: _____
Exhibits: 1 - To be handed out at meeting

Subject

Presentation of Quarterly Report of the McAlester Economic Development Service, Inc. (*Ms. Shari Cooper, Executive Director, McAlester Economic Development Service, Inc.*)

Recommendation

Discussion

Ms. Shari Cooper, Executive Director, present the MEDS Quarterly Report to the City Council.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	PJS	04/19/10
City Manager	PJS <i>[Signature]</i>	04/20/10



McAlester City Council

AGENDA REPORT

Meeting Date: April 27, 2010 **Item Number:** 3
Department: ACM
Prepared By: Peter Stasiak, ACM for Vice Mayor John Browne **Account Code:** _____
Date Prepared: April 19, 2010 **Budgeted Amount:** \$2500.00
Exhibits: _____

Subject

Consider, and act upon, the City of McAlester to host a Business, Economic & Development Summit to be held on June 14, 2010. Amount requested to fund summit is \$2500.00. (*Vice Mayor John Browne*)

Recommendation

Motion to approve the City of McAlester to host a Business, Economic & Development Summit. Amount requested to fund summit is \$2500.00

Discussion

Discussion to host a Business, Economic & Development Summit on June 14, 2010. To promote the City of McAlester and surrounding areas in partnership with local organizations.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	PJS	April 19, 2010
City Manager	PJS <i>PJS</i>	April 20, 2010



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>April 27, 2010</u>	Item Number:	<u>4</u>
Department:	<u>Police</u>	Account Code:	<u></u>
Prepared By:	<u>Jim Lyles</u>	Budgeted Amount:	<u>\$95,000</u>
Date Prepared:	<u>April 14, 2010</u>	Exhibits:	<u>1</u>

Subject

Consider, and act upon, the purchase of AT & T equipment for a third workstation for the E-911 Command Center. *(Jim Lyles, Chief of Police)*

Recommendation

Motion to approve a \$95,000 purchase of equipment for the third workstation for the E-911 Command Center.

Discussion

The E-911 Command Center currently has two workstations; with Phase Two currently being implemented (Cell phone calls received) the Command Center will need another workstation to cover busy times. The department recently received a grant from the Department of Public Safety which reimburses fifty percent of the cost for upgrading equipment for a third work station.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	JL	April 14, 2010
City Manager	PJS <i>PJS</i>	April 15, 2010



Proposal Date: 3-9-2010

(McAlester, OK - Pittsburg County Position)
(1position Hosted)

Customer Contact Information	
Contact: Lisa Sutterfield	
Title: 911 Coordinator	
Phone: (918) 423-9300 ext 4928	
AT&T Contact Information	
Sales Contact: Ronnie Freeman Senior Solutions Consultant II Office: 405-291-2579 Email: Ronnie.Freeman.1@att.com	Technical Contact: Brent Trease Technical Sales Consultant II Office: 918-576-2600 Email: Brent.Trease@att.com

One time Charges

Description	Note #	One Time Charges
(1) Position of Sentinel Patriot, Mapstar, Stats w/ 5 yrs Support	1	\$95,000.00
One Time Charge		\$95,000.00

Monthly Charges

Description	Note #	Monthly Charges
(1) Position of Sentinel Patriot, Mapstar, Stats w/ 5 yrs Support	2	\$0.00
AT&T EQUIPMENT & SERVICES SUBTOTAL		\$0.00

Quote Summary

Products & Services	One Time Charges
ONE TIME CHARGES	\$95,000.00
MONTHLY CHARGES (60 MONTH TERM)	\$0.00
GRAND TOTAL (Taxes Not Included)	\$95,000.00

NOTES:

1. One time costs associated with 1 position of Hosted Sentinel Patriot, Mapstar, Stats, ad Support 5yrs. Included in the costs are 5 year of Remote Monitoring from PlantCML plus 5 years of Software support.

2. No Monthly charges associated with the items described in Note 1. contract term.

*** Pricing does not include one time charges for end Office Network, (11 Trunks, or 911 Database to serve County residents.

(Quoted Pricing Valid for 90 Days from Proposal date)

TAXES ARE NOT INCLUDED IN ALL OF THE ABOVE CHARGES...



McAlester City Council

AGENDA REPORT

Meeting Date: April 27, 2010 Item Number: 5
Department: Acting City Manager
Prepared By: Peter Stasiak Account Code: N/A
Date Prepared: April 17, 2010 Budgeted Amount: N/A
Exhibits: (1) Contract – Admn. Services

Subject

Consider and act upon, authorizing the Mayor to sign a contract for Administrative Services with the Kiamichi Economic Development District of Oklahoma (KEDDO) for the 2009-2010 Community Development Block Grant (CDBG) Small Cities in the amount of \$4,200. *(Peter Stasiak, Acting City Manager)*

Recommendation

A motion to approve a Contract For Administrative Services with KEDDO for the 2009-2010 CDBG-Small Cities grant program in the amount of \$4,200 and authorizing the Mayor to sign the contract.

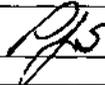
Discussion

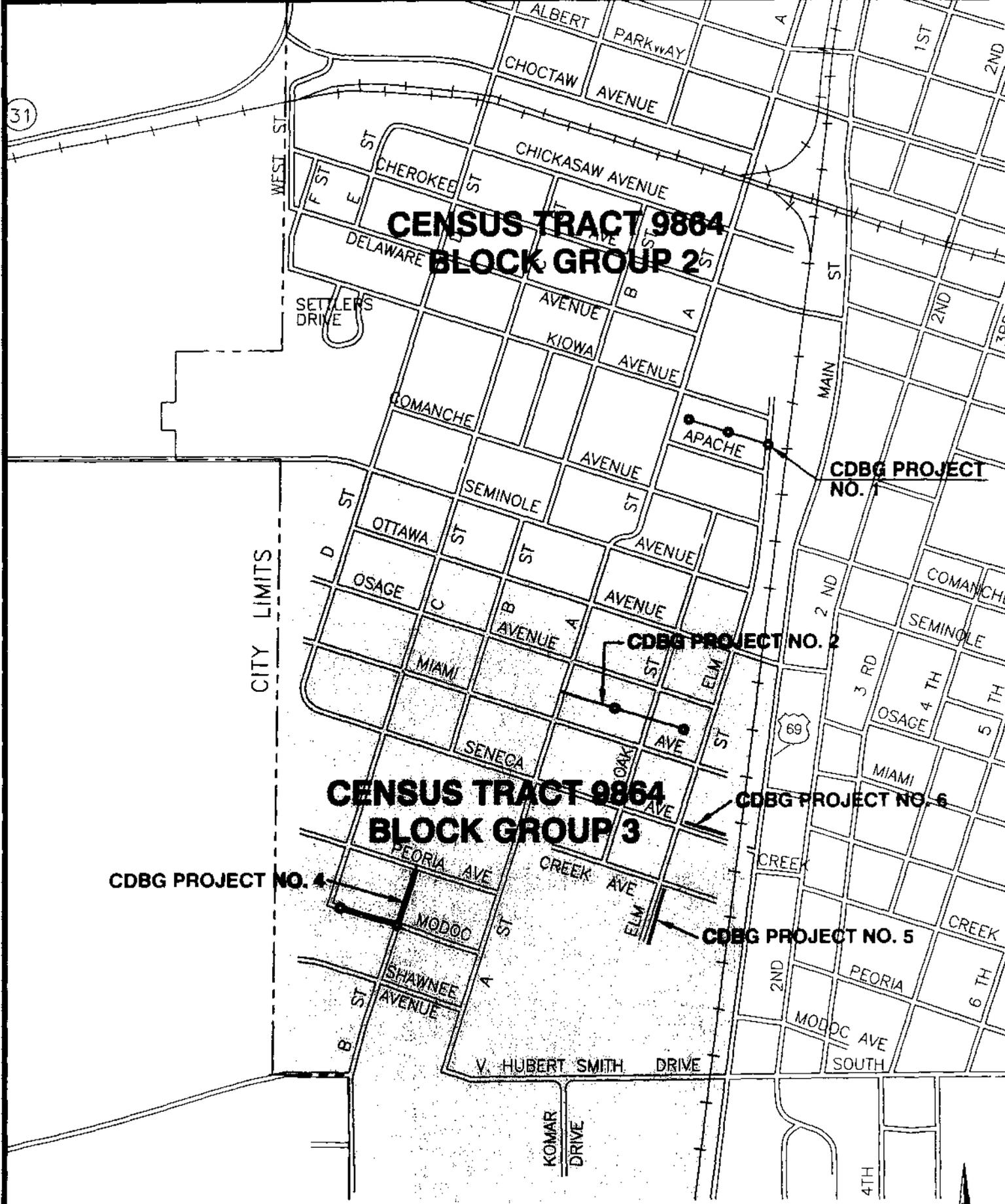
The City of McAlester was awarded a CDBG-Small Cities grant for the replacement of water and sewer lines. The total award from the State is \$90,630 with the match from the City of \$90,630 for a total project amount of \$181,260. The monies will be used to replace the following:

1. 530 ft. of sewer line between W. Kiowa and W. Apache from Elm St. to "A" St.
2. 830 ft. of sewer line in the alley between W. Osage and W. Miami from "A" St. to Elm St.
3. 780 ft. of sewer line "B" St. from W. Peoria to W. Modoc and from intersection of W. Modoc and "B" St. to "C" St.
4. 350 ft. of water line Elm St. from W. Creek Ave. to Peoria Ave.
5. 350 ft. of water line Seneca Ave. from Elm St. east to the railroad.

The fully executed contract has been received from the State of Oklahoma. The anticipated construction date is September 2010.

Approved By

	Initial	Date
Department Head		
Acting City Manager	P. Stasiak 	April 17, 2010



**CENSUS TRACT 9864
BLOCK GROUP 2**

**CENSUS TRACT 9864
BLOCK GROUP 3**

CDBG PROJECT NO. 4

CDBG PROJECT NO. 2

CDBG PROJECT NO. 1

CDBG PROJECT NO. 6

CDBG PROJECT NO. 5

CDBG PROJECT LOCATION MAP

SCALE: 1" = 800'



CONTRACT FOR ADMINISTRATIVE SERVICES

This agreement between City of McAlester, hereafter referred to as City, and Kiamichi Economic Development District of Oklahoma (KEDDO), hereafter referred to as Contractor, for the consideration hereafter set forth, agree as follows:

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

I. SCOPE OF SERVICES

The Contractor agrees to perform administrative consulting services as specified in Attachment "A", Scope of Services for the purpose of carrying out the Community Development Block Grant Project (CDBG).

II. COMPENSATION AND METHOD OF PAYMENT

The City agrees to pay the Contractor as compensation for administrative consulting services, a total sum not to exceed Four Thousand Two Hundred Dollars (\$4,200.00). The Contractor will be reimbursed on a basis of 25% upon getting Release of Funds, an additional 65% upon completion of construction and the remaining 10% at close out of the project.

III. GENERAL TERM AND CONDITIONS

- A. Subcontract Notification Provisions: None of the work and services covered by this contract may be subcontracted without written consent of the City. In no event will any subcontract incur any obligation on the part of the City.
- B. Modification: This contract is subject to such modification as may be required by Federal or State law or regulations. The work and services to be performed and the total contract amount may be modified only upon written agreement of both parties and approval by the Oklahoma Department of Commerce.
- C. Interpretation, Remedies:
 1. In the event the parties fail to agree on changes or interpretations of this contract, the decision of the City shall prevail.
 2. In the event of any disagreement between the Contractor and the City relating to the technical competence of the work and services being performed and its conformity to the requirements of this contract, the decision of the City shall prevail.
 3. Neither forbearance nor payment by the City shall be construed to constitute a waiver of any remedies for any default or breach by the Contractor that exists then or occurs later.

- D. Severability Clause: If any provision under this contract or its application to any person or circumstances is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this contract or its application that can be given effect without the invalid provision or application.
- E. Hold Harmless Clause: Contractor shall, within limitations placed on such entities by state law, save harmless the State of Oklahoma, its agents, officers, and employees and the City, its agents, officers and employees from all claims and actions, and all expenses defending same, that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by Contractor. Contractor shall, within limitations placed on such entities by State law, save harmless the State of Oklahoma, its agents, officers and employees and the City, its agents, officers and employees from any claim or amount recovered as a result of infringement of patent, trademark, copyright, or from any claim or amounts arising or recovered under Workers' Compensation Law or any other law. In any agreement with any subcontractor or any agent for Contractor, Contractor will specify that such subcontractors or agents shall hold harmless the State of Oklahoma, its agents, officers, and employees for all the hereinbefore-described expenses, claims, actions, or amounts recovered.
- F. Personnel:
1. The Contractor represents that he/she has, or will secure at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the City.
 2. The Contractor has full responsibility for payment of Worker's Compensation Insurance, Unemployment Insurance, Social Security, State and Federal Income Tax, and any other deductions required by law for its employees.
 3. All of the services required hereunder will be performed by the Contractor or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
- G. Termination of Contract for Cause:
1. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his/her obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
 2. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by

the Contractor, and the City may withhold any payments to the Contractor until such time as the exact amount of damages due the City from the Contractor is determined.

- H. The Termination for the Convenience of City: The City may terminate this contract at any time by giving at least thirty (30) days notice in writing to the Contractor. If the contract is terminated by the City as provided herein, the Contractor will be paid for the time provided and all allowable expenses incurred up to the termination date.
- I. Conflict of Interest: No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this agreement, and the Contractor shall take appropriate steps to assure compliance.
- J. Interest of Contractors and Employees: The Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Contractor further covenants that in the performance of this agreement no person having any such interest shall be employed.
- K. Reports and Information:
1. The Contractor, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to the contract, costs and obligations, incurred or to be incurred in connection therewith, and any other matters covered by this contract.
 2. Contractor shall furnish the City narrative reports and financial reports related to the elements of this contract in the forms and at such times as may be required by the City or federal and state grantor agencies.
- L. Compliance with Local Laws: The contractor shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Contractor shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract.
- M. Copyright: No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Contractor.
- N. Records and Audits: Contractor shall assist the City in retaining all books, documents, papers, records and other materials involving all activities and transactions related to this contract for at least three (3) years from the date of submission of the final expenditure

report or until all audit findings have been resolved, whichever is later. Contractor shall, as often as deemed necessary by the City, permit authorized representatives of the Oklahoma Department of Commerce, the U.S. Department of Housing and Urban Development, the Federal or State Department of Labor and the U.S. Comptroller General to have full access to and the right to fully examine all such materials.

- O. Anti-Kickback Regulations: The Contractor shall comply with all applicable anti-kickback regulations covered under Department of Labor Regulation 29 CFR, 111.
- P. Equal Opportunity Employer: The Contractor shall comply with the following equal opportunity requirements as part of CDBG assurances:
 - 1. Civil Rights Act of 1964, Title VI: Contractor shall comply with Title VI of the Civil Rights Acts of 1964, which provides that no person in the United States shall, on the grounds of race, religion, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance.
 - 2. Housing and Community Development Act of 1974, Section 109: Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974, which provides that no person in the United States shall on the grounds of race, color, religion, national origin or sex be excluded from participation in, be denied the benefits or, or be subjected to discrimination under any program or activity funded under the Act.
 - 3. Housing and Urban Development Act of 1968, Section 3: Contractor shall comply with Section 3, which provides that to the greatest extent feasible, training and employment opportunities shall be made available to lower income residents of the unit of local government or metropolitan area (or nonmetropolitan county) in which the project is located, and that contracts be awarded to small businesses located within or owned in substantial part by residents of the same metropolitan area (or nonmetropolitan county) as the project.
 - 4. Affirmative Action: Contractor shall take affirmative action steps to contract with small and minority owned firms and women business enterprises is a part of the requirements of 24 CFR Part 58.36 or 24 CFR Part 570, Sub-part J. Affirmative Action steps include, but are not limited to:
 - 4.1 Including qualified small, minority and women business enterprises on solicitation lists;
 - 4.2 Assuring that small, minority and women business enterprises are solicited whenever they are potential sources;

- 4.3 When economically feasible, dividing total requirements into smaller tasks or quantities to permit maximum small, minority and women business enterprises participation;
- 4.4 Where the requirement permits, establishing delivery schedules which will encourage participation by small, minority and women business enterprises;
- 4.5 Using the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the U.S. Department of Commerce and local minority business development center that assists with management and technical aspects and maintains a directory of minority contractors, suppliers and vendors;
- 4.6 If any subcontracts are to be let, requiring the prime contractor to take the affirmative action steps in 4.1 through 4.5 above.

- Q. Age Discrimination Act of 1975: Contractor shall comply with the provisions of the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services and benefits supported by Federal funds.
- R. Rehabilitation Act of 1973, Section 504: Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disabilities in any programs or activities receiving Federal financial assistance.

Signature



Signature

Kevin Priddle, Mayor
Chief Elected Official

Chester Dennis
KEDDO Executive Director

Date

Date

ATTEST:

Signature

Cora Middleton, City Clerk
Typed Name and Title

(SEAL)

SCOPE OF SERVICES

The Contractor shall:

1. With the assistance of the community, help conduct public hearings.

This includes, but is not limited to, such things as assisting in public hearings, preparing public notices, etc.

2. Prepare Environmental Review Record for all Activities.

Responsibilities include making a recommendation to the local governing body as to a finding of the level of impact, preparation of all required public notices, preparation of Requests for Release of Funds, and acquiring adequate documentation. For activities which are not exempt from Environmental Assessments, an Environmental Assessment will be prepared. For activities, which are exempt and/or categorically excluded from Environmental Assessments, prepare a written Finding of Exemption, which should identify the project or activity, and under which of the categories of exemption it falls. Also include documentation of compliance with requirements for historic preservation, flood plains, wetlands and other application authorities.

3. Assist in the completion of all Release of Funds requirements for contractor with the Oklahoma Department of Commerce/Division of Community Affairs and Development. Coordinate with the community the Requests for Payment to ensure consistency with the drawdown procedures established by ODOC/DCAD for the Housing Rehabilitation program.
4. Assist with Requests for Payment of funds submitted to ODOC to ensure that such requests are submitted on the approved form and prepared in conformance with the instructions provided. However, the following information is required to complete this form: engineers' pay estimates, approved invoices, non-collusion affidavits and other such documents as required by the governing board. Although the administrator can prepare this form, an ODOC/DCAD-approved designate must sign it.
5. Assist with Monthly Expenditure Reports that are to be completed and sent to the Oklahoma Department of Commerce by the 10th of each month that will reflect all grant fund transactions the prior month. Although the administrator can prepare this form, an ODOC/DCAD-approved designate must sign it.

ATTACHMENT A (continued)

6. Establish and maintain project files in the City principle offices.

Project files must demonstrate compliance with all applicable State, local and Federal regulations. Administrator agrees to monitor said project files throughout the program to ensure that they are complete and contain all required documentation.

7. (If applicable to the program.) Assist the City in complying with regulations governing land acquisition (real property, right of ways, donation of property, etc.)

8. Oversee the bidding process to ensure that it is consistent with all local, State and Federal laws and regulations.

Secure the applicable Secretary of Labor's wage decision from the state and include it in bid specifications.

9. Coordinate efforts to conduct a preconstruction conference that is consistent to ODOC/DCAD requirements.

10. Oversees execution of construction contracts to ensure compliance with Federal laws and regulations and monitor contractor compliance with all applicable regulations.

11. Obtain contractor and subcontractor clearance from State.

12. Check weekly payrolls to ensure compliance with applicable wage rates.

13. Conduct on-site interviews and compare the results with appropriate payrolls.

14. Make progress inspections and advise grantee on validity of partial payment requests.

15. Ensure that project is completed to the satisfaction of the funded entity prior to issuance of final certificate of payment.

16. Assist in the preparation of closeout documentation to include Project Completion Report, Final Wage Compliance Report, Certificates of Completion and any additional documents as required by ODOC/DCAD.

Transmission Report

Date/Time 19-04-2010
Local ID 1 9184214970
Local ID 2

11:01:05 a.m.

Transmit Header Text
Local Name 1
Local Name 2

Line 1 City of McAlester
Line 2

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

Peter J. Stasiak
Acting City Manager
City of McAlester
First and Washington
McAlester, Oklahoma 74502
(918) 423-9300 Ext. 4982

FAX TRANSMISSION

NOTE: The information contained in this facsimile message is intended only for the use of the individual or entity named below. If you are not the intended recipient or an employee or agent of the intended recipient who is responsible for delivering it to the addressee, you are notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify the sender by telephone (collect) and return the FAX to the above address by U.S. mail.

Attention: Joe

Fax number: 918-423-4243

Date: 04/19/10

Total pages, including cover: 11

Press Release Urgent ~~OK~~ Reply Please Comment ~~OK~~ Please Review

For Your Information

Note:

Joe,

The attached contract will be on the April 27, 2010 City Council Meeting. For your review.

Thanks.

Peter J. Stasiak
Acting City Manager

Total Pages Scanned : 11

Total Pages Confirmed : 12

No.	Job	Remote Station	Start Time	Duration	Pages	Line	Mode	Job Type	Results
001	601	918 423 4243	10:47:46 a.m. 19-04-2010	00:12:36	12/11	1	EC	HS	CP7200

Abbreviations:

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

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

MP: Mailbox print
CP: Completed
FA: Fail

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

G3: Group 3
EC: Error Correct



McAlester City Council

AGENDA REPORT

Meeting Date: April 27, 2010 Item Number: 6
Department: Acting City Manager
Peter J. Stasiak, ACM for
Prepared By: Councilman, Chris Fiedler Account Code: _____
Date Prepared: April 3, 2010 Budgeted Amount: _____
Exhibits: 1

Consider, and act upon, authorizing the Mayor to sign Tulsa State Fair Lease Agreement for booth rental space during the fair September 30, through October 10, 2010. (Councilman, Chris Fiedler)

Recommendation

A motion to authorize the Mayor to sign Tulsa State Fair Lease Agreement.

Discussion

Attached is an e-mail from Councilman Chris Fiedler related to the above lease. In addition, attached is a copy of the Commercial Exhibits/Concessionaire Lease Agreement for perusal, and possible action.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	PJS	04/19/10
City Manager	PJS <i>PJS</i>	04/20/10

COMMERCIAL EXHIBITS/CONCESSIONAIRE LEASE AGREEMENT

2010 TULSA STATE FAIR
P. O. BOX 4735 - TULSA, OKLAHOMA 74159
PHONE (918) 744-1113 ext 2100

This agreement, made and entered into this 3rd day of March, 2010, by and between the TULSA COUNTY PUBLIC FACILITIES AUTHORITY, a public trust (herein called the "Authority"), and

City of McAlester 423-9300
(NAME) (PHONE)
P O Box 578 McAlester OK 74501
(STREET, P.O. BOX OR ROUTE) (CITY, STATE, ZIP)
(Herein called "Lessee").

Whereas the Authority has possession of certain facilities known as the Tulsa County Fairgrounds and conducts thereon an event known as the annual Tulsa State Fair, September 30 through October 10, 2010 inclusive:

Now therefore, upon terms and conditions hereof, the Authority hereby grants and the Lessee hereby accepts a non-assignable right for the Lessee to use and occupy the following described location(s):

Quiktrip Center Lower Level Space: 175 Size: 20 x 20

Rental Rate is \$n/a vs n/a % of gross total sales after city, state and county sales tax, whichever is the greater.
(herein the "Leased Premises") as shown on the latest plat of the Tulsa County Fairgrounds on file in the Authority's office for the eleven (11) day period of the Fair. It is mutually agreed that the Lessee shall have the right and privilege to sell, display, advertise and demonstrate the following described items and no others:

Information on Tourism

It is mutually agreed that as a fair and reasonable compensation for said rights, privileges and use of the Leased Premises, Lessee shall pay Authority \$ 1940.00 as follows: fifty percent thereof with the signing of the lease agreement on or before May 1, 2010, and the remaining balance on or before July 1, 2010; provided, that any Agreement negotiated and executed after August 3, 2010 shall require payment in full with said execution. Time is of the essence of this Agreement. Service order forms are due with payment in full on or before August 3, 2010. After this date there will be no refund of monies paid on Space cancellations or services ordered. **THIS AGREEMENT MUST BE SIGNED AND RETURNED TO THE AUTHORITY ON OR BEFORE JULY 1, 2010.** Lease Agreements not returned within the stated time may not be considered by the Authority and the space sold to someone else. In addition, failure by Lessee to pay sums in full on or not before the agreed dates shall result in automatic cancellation of the Agreement by the Authority without refund of monies paid by Lessee to Authority. All monies due hereunder must be paid in full before Lessee can move in or set up. No extension of credit will be authorized. In case of any default in the provisions of this Agreement, or failure of Lessee to show, move in and set up for any cause, the Authority shall retain all monies paid by Lessee as liquidated damages and have the right to lease the Leased Premises and the rights and privileges relating thereto to other parties without notice to Lessee.

This Agreement is for open space only. Any expenditure for structures or improvements required by Lessee, such as buildings, tents, trailers, wiring, sewage, plumbing, etc., shall be the responsibility of the Lessee. The Authority agrees to furnish booths located inside buildings, with fire resistant drapes with an 8' high back and 36" high sides and a standardized advertising sign 7" x 44". If electricity is required by Lessee, an electrical usage fee, determined by Authority, will be charged to Lessee. In addition, any wiring or special requirements needed for stands or exhibits are Lessee's expense. Charges for labor and materials supplied by the Authority's designated electricians will be paid at the time the service is performed, according to the rates it has established for such services and materials. Any lines, pipes or connections needed to reach available outlets for water and sewage will also be at the expense of Lessee and must meet all applicable codes and regulations.

It is further mutually agreed and understood that the additional provisions printed on the reverse of this Agreement and the provisions in the Tulsa State Fair Exhibit/Concession Rules and Regulations (a copy of which has been delivered to Lessee) governing this event are made part of this Agreement as if fully set forth herein.

It is also hereby agreed that admission tickets issued to Lessee are solely for the use of personnel manning Leased Premises and are not to be sold, exchanged or transferred under any circumstances. **LESSEE MUST BE SETUP AND READY FOR OPERATION WHEN THE FAIR OPENS AT 5:00 P.M. THURSDAY, SEPTEMBER 30, 2010 AND REMAIN IN FULL OPERATION EACH DAY UNTIL 9:00 P.M. SUNDAY, OCTOBER 10, 2010 WHEN RELEASES WILL BE GIVEN FOR REMOVAL OF EQUIPMENT.**

IT IS YOUR RESPONSIBILITY TO READ AND COMPLY WITH THE PROVISIONS OF THIS LEASE AGREEMENT.

By _____ By _____
Kevin E. Priddle, Mayor Mark Andrus President/CEO
LESSEE TULSA COUNTY PUBLIC FACILITIES AUTHORITY

Deposit Paid _____

ADDITIONAL PROVISIONS OF AGREEMENT

1. The rights and privileges granted by the Authority in this Agreement are only those stated herein; no part of which shall be sublet or assigned by Lessee. Solicitation of Fair patrons by Lessee or agents of Lessee outside of or away from the Leased Premises shall not be permitted. The Authority may remove signs or advertising matter of any kind deemed objectionable by the Authority, in its sole discretion, without liability or damage therefore.
2. Obstructing visitor's passageways, use of public address systems, recorders, gongs, bells, loud music or any other objectionable devices or methods of attracting attention shall not be permitted. The Authority, in its sole discretion, shall have the power to decide what is objectionable and all such decisions shall be final.
3. Any item or structure placed by the Lessee upon the Tulsa County Fairgrounds shall conform and be operated in compliance with requirements of the Authority, public health agencies and all applicable County, State and Federal laws, rules and regulations.
4. The Authority reserves the right to regulate the commodities and services offered by Lessee, the manner of display thereof, the prices received for same, if any, and the type and location of price signs which Lessee posts for benefit of patrons. Lessee further agrees to honor all distribution rights and privileges granted by if any, the authority and to purchase from such distributors all such products or services required by Lessee for use or sale at the Fair.
5. Should Lessee find he or she is unable to participate in the Fair and requests a refund, cancellation of lease agreement and request for refund must be made in writing. No refund will be made without written notice. A cancellation fee of \$100.00 will be assessed to any Lessee cancelling his or her lease agreement between June 2, 2010 and July 1, 2010. A cancellation fee of \$200.00 will be assessed to any Lessee cancelling his or her lease agreement between July 2 and August 3, 2010, only applicable if space is resold. After August 3, 2010, there will be no refunds of monies paid on Space cancellations or services ordered. Leased space will be cancelled and reassigned. There will be no changes allowed in product listing or menu prices after August 3, 2010. Monies due will be refunded after the 2010 Tulsa State Fair.
6. The Lessee agrees to save and hold harmless the Authority from any and all loss, cost expense, debt, liability or judgment incurred for any cause of action, claim or damage, liability, cost or expense to persons or property, resulting directly or indirectly from the acts or omissions, merchandise sold, presence or operation of the Lessee, its agents or employees, on the Tulsa County Fairgrounds before, during or after the event named herein.
7. If at any time subsequent to the signing of the Agreement, the Authority deems it in the best interest of the Authority to cancel or change the dates as set forth in this Agreement, the Lessee accepts such action without claim for loss or damage except the right to make written request for return of amounts paid hereunder, which request must be made within fifteen (15) days of the mailing of notice to Lessee. If the Authority does not receive request for refund within such fifteen (15) days, Lessee shall be deemed to have accepted and agreed to such change.
8. Lessee shall not assign, sublet or apportion the whole or any part of the Leased Premises, nor exhibit therein, nor permit any other party to exhibit therein, any goods or advertising matter other than those manufactured, distributed or sold by the Lessee in the regular course of its business. Likewise, the Lessee shall not permit any representative of any person or business, other than its own; to solicit business or take orders in the Leased Premises.
9. Lessee agrees to have general public liability insurance coverage on its operation at the Fair of a least \$1,000,000.00; naming "Tulsa County Public Facilities Authority" as additional insured. Lessee agrees to furnish the Authority with a certificate indicating proof of coverage or Lessee may purchase this insurance through the Authority (the Authority has an agreement with an insurance company to provide general public liability insurance coverage of \$1,000,000.00 for exhibitors and concessionaires for a fee). Lessee shall not be allowed to set-up at the Fair without proof of general public liability insurance.
10. All drawings or contests must be conducted according to and in compliance with the policy adopted by the Authority concerning such drawings and contests and any applicable state laws. The Lessee hereby acknowledges receipt of a copy of such policy.
11. All money deposits accepted by the Lessee on merchandise, goods or sales must be received by Lessee according to and in compliance with the policy adopted by the Authority concerning such deposits. The Lessee hereby acknowledges receipt of a copy of such policy.
12. Exhibit buildings and midways will open on Thursday, September 30, at 5:00 p.m.; Fridays, Saturdays and Sundays they open at 10:00 a.m.; Monday through Thursday they open at 11:00 a.m. Buildings will close at 10:00 p.m. each evening except Friday and Saturday when they will close at 11:00 p.m. On Sunday, October 10, buildings close at 9:00 p.m. The Independent Midway closes at 11:00 pm Sunday through Thursday and Midnight on Fridays and Saturdays.
13. The Authority shall not be responsible for any loss or damage to property of Lessee; its employees or agents, from any cause whatever. The Lessee, in signing this Agreement, expressly releases Authority from any and all claims for such loss or damage.
14. The Authority shall be the final arbiter of disputes between exhibitors and/or concessionaires.
15. The Authority shall not be responsible for any loss, damage or injury to the person or persons of Lessee, its employees or agents from any cause whatever arising from the performance of this Agreement. The Lessee in signing the agreement expressly releases Authority from any and all claims for such loss damage or injury.
16. No promises, representations, agreements, or conditions have been made or agreed to which are not stated fully herein.
17. Any item found to be objectionable by the Authority, in its sole discretion, whether advertised, displayed or offered for sale by Lessee, shall be immediately withdrawn and removed from the Leased Premises. If same is not removed immediately after request of the Authority, the Authority may close the Leased Premises and remove Lessee without liability.
18. The Lessee agrees to reimburse the Authority for any attorney fees expended by the Authority in enforcing any provision of this Agreement.
19. The Authority will charge \$25.00 for all checks returned from the Lessee's banks.
20. The Authority reserves the right to audit sales of any Lessee with a percentage lease agreement. The Authority may use any form of audit technique it deems necessary. Such audits will not unduly harm or hinder Lessee's normal sales activities.
21. In order to comply with an Oklahoma state law, Lessee is required to provide proof of workers' compensation insurance coverage for full time and /or part time employees working at the Tulsa State Fair, unless Lessee falls into one of the exemption categories as noted by the Oklahoma Department of Labor. Lessee agrees to furnish Authority with a certificate indicating proof of coverage or may purchase this insurance through the Authority's group policy program that has been set up with the Oklahoma State Insurance Fund. The fee quoted to us at this time is \$125.00 for each Lessee (subject to change). The Oklahoma Department of Labor has indicated that it will cite any employer at the Tulsa State Fair who does not carry the required workers' compensation insurance on its employees.
22. Lessees must conduct business within the boundaries of their booth and booths must be opened and manned during Fair hours.
23. This Agreement shall be governed by and construed pursuant to the laws at the State of Oklahoma. The district court of Tulsa County, Oklahoma, shall have exclusive jurisdiction and venue regarding any dispute arising hereunder.

Peter Stasiak

From: chris fiedler [cbfbandit33@yahoo.com]
Sent: Saturday, April 03, 2010 10:25 AM
To: Joe Ervin
Cc: Kevin Priddle; Peter Stasiak
Subject: Tulsa State Fair Booth Project

Joe,

Here is the 2010 Tulsa State Fair Booth Contract for you to review. I am asking Pete to put this on the agenda for the last meeting in April. Thanks for all your help.

Chris B. Fiedler

**Councilman Ward 1
15 E. Washington Apt 216
McAlester, OK 74501
(918)302-3439 Home
(918)423-3245 Work
(918)920-7169 Cell**

Transmission Report

Date/Time: 05-04-2010 11:24:51 a.m. Transmt Header Text
 Local ID 1: 9184214970 Local Name 1: Line 1 City of McAlester
 Local ID 2: Local Name 2: Line 2

To:
Joe Erwin
From: Pete
For review

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

COMMERCIAL EXHIBITS/CONCESSIONAIRE LEASE AGREEMENT
 2010 TULSA STATE FAIR
 P. O. BOX #709 - TULSA, OKLAHOMA 74199
 PHONE (918) 744-1113 ext 3709

This agreement, made and entered into this 3rd day of March, 2010, by and between the TULSA COUNTY PUBLIC FACILITIES AUTHORITY, a public trust (herein called the "Authority"), and

City of McAlester (NAME) 423-9300 (PHONE)
 P.O. Box 578 (STREET, P.O. BOX OR ROUTE) McAlester OK 74501 (CITY, STATE, ZIP)
 (Herein called "Lessee").

Whereas the Authority has possession of certain facilities known as the Tulsa County Fairgrounds and encloses thereon an event known as the annual Tulsa State Fair, September 30 through October 10, 2010 inclusive;

Now therefore, upon terms and conditions hereof, the Authority hereby grants and the Lessee hereby accepts a non-assignable right for the Lessee to use and occupy the following described location(s):

Quiktrip Center Lower Level Space: 175 Size: 20 x 20

Rental Rate is \$n/a vs n/a % of gross total sales after city, state and county sales tax, whichever is the greater. (herein the "Limited Premises") as shown on the latest plot of the Tulsa County Fairgrounds on file in the Authority's office for the eleven (11) day period of the Fair. It is mutually agreed that the Lessee shall have the right and privilege to sell, display, advertise and demonstrate the following described items and no others:

Information on Tourism

(This section contains extremely faint, illegible text, likely bleed-through from the reverse side of the page.)

This Agreement is for open space only. Any expenditure for structures or improvement required by Lessee, such as buildings, tents, trailers, wiring, sewage, plumbing, etc., shall be the responsibility of the Lessee. The Authority agrees to furnish hookups (water) inside buildings, with fire resistant drops with an 8" high back and 36" high sales and a standardized advertising sign 7' x 44". If electricity is required by Lessee, an electrical usage fee, determined by Authority, will be charged to Lessee. In addition, any wiring or special requirements needed for stands or exhibits are Lessee's expense. Charges for labor and materials supplied by the Authority's designated electricians will be paid at the time the service is performed, according to the rates it has established for such services and materials. Any lines, pipes or connections needed to reach available outlets for water and sewage will also be at the expense of Lessee and must meet all applicable codes and regulations.

It is further mutually agreed and understood that the additional provisions printed on the reverse of this Agreement and the provisions in the Tulsa State Fair Exhibits/Concession Rules and Regulations (a copy of which has been delivered to Lessee) governing this event are made part of this Agreement as if fully set forth herein.

It is also hereby agreed that admission tickets issued to Lessee are solely for the use of permitted admission Limited Premises and are not to be sold, exchanged or transferred under any circumstances. LESSEE MUST BE SETUP AND READY FOR OPERATION WHEN THE FAIR OPENS AT 5:00 P.M. THURSDAY, SEPTEMBER 30, 2010 AND REMAIN IN FULL OPERATION EACH DAY UNTIL 9:00 P.M. SUNDAY, OCTOBER 10, 2010 WHEN RELEASES WILL BE GIVEN FOR REMOVAL OF EQUIPMENT.

IT IS YOUR RESPONSIBILITY TO READ AND COMPLY WITH THE PROVISIONS OF THIS LEASE AGREEMENT.

By _____ By _____
 Chris Fiedler LESSEE Mark Agdrus President/CEO
 TULSA COUNTY PUBLIC FACILITIES AUTHORITY

Deposit Paid _____ Lease Agreement 2010-016

Total Pages Scanned : 3

Total Pages Confirmed : 4

No.	Job	Remote Station	Start Time	Duration	Pages	Line	Mode	Job Type	Results
001	516	918 423 4243	11:22:11 a.m. 05-04-2010	00:02:06	4/3	1	EC	HS	CP9600

Abbreviations:

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



McAlester City Council

AGENDA REPORT

Meeting Date: April 27, 2010 Item Number: 7
Department: Finance
Prepared By: Gayla Duke Account Code: _____
Date Prepared: April 20, 2010 Budgeted Amount: _____
Exhibits: One

Subject

Financial Reports for Month ending March, 2010. *(Gayla Duke, Chief Financial Officer)*

Recommendation

Discussion

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	GDD	04/20/2010
City Manager	PJS <i>PJS</i>	04/20/2010

SALES TAX RECEIPT SUMMARY - BUDGET ANALYSIS - 4/2010

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

Fund			Budget for year	YTD		Projected Year End	Budget less Projected	Budget (10/12)	YTD Difference
				Collections (through April 2010)	% of the year complete (10/12)				
01	General	2 cents	8,773,000	6,051,070	0.8333	7,261,575	1,511,425	7,310,541	1,259,471
26	Educational	0.25cent	1,096,625	756,384	0.8333	907,697	188,928	913,818	157,434
30	Economic Development	0.25cent	1,096,625	756,384	0.8333	907,697	188,928	913,818	157,434
38	Dedicated Sales Tax	1 cent	4,386,500	3,025,535	0.8333	3,630,787	755,713	3,655,270	629,735
			15,352,750	10,589,373		12,707,756	2,644,994		2,204,073

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

Fund			Budget for year	YTD		Projected Year End	Budget less Projected	Budget per 3 year average	YTD Difference
				Collections (through April 2010)	% of year collected (3 yr averaging)				
01	General	2 cents	8,773,000	6,051,070	0.8355	7,242,454	1,530,546	7,329,842	1,278,771
26	Educational	0.25cent	1,096,625	756,384	0.8355	905,307	191,318	916,230	159,846
30	Economic Development	0.25cent	1,096,625	756,384	0.8355	905,307	191,318	916,230	159,846
38	Dedicated Sales Tax	1 cent	4,386,500	3,025,535	0.8355	3,621,227	765,273	3,664,921	639,386
			15,352,750	10,589,373		12,674,295	2,678,455		2,237,850

Current Year - General Fund Collections

Collections Average based on General Fund Only.

	2006-2007	% of year	2007-2008	%of year	2008-2009	%of year	3 yr average	total
649,642.01 JUL	588,589	0.0810	638,069	0.0801	765,461	0.0897	0.0836	0.0836
627,033.51 AUG	577,243	0.0794	636,138	0.0798	725,665	0.0850	0.0814	0.1650
586,257.00 SEP	553,162	0.0761	633,967	0.0796	747,390	0.0876	0.0811	0.2461
586,689.27 OCT	549,207	0.0755	664,610	0.0834	712,735	0.0835	0.0808	0.3269
541,662.51 NOV	542,729	0.0747	620,737	0.0779	705,119	0.0826	0.0784	0.4053
595,296.11 DEC	573,599	0.0789	637,843	0.0800	742,218	0.0870	0.0820	0.4873
589,186.32 JAN	670,073	0.0922	736,512	0.0924	757,909	0.0888	0.0911	0.5784
707,710.11 FEB	719,984	0.0990	745,959	0.0936	736,444	0.0863	0.0930	0.6714
569,761.06 MAR	617,685	0.0850	646,256	0.0811	703,755	0.0825	0.0828	0.7542
597,832.41 APR	599,815	0.0825	643,807	0.0808	685,796	0.0804	0.0812	0.8355
MAY	673,689	0.0768	676,444	0.0849	624,910	0.0732	0.0783	0.9138
JUN	604,404	0.0831	688,044	0.0863	625,564	0.0733	0.0809	0.9947
6,051,070.31	7,270,179	1	7,968,386	1	8,532,966	1		

PRIOR YEAR ENCUMBRANCE FINANCIAL (UNAUDITED)
AS OF: MARCH 31ST, 2010

01 - GENERAL FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
TAXES	10,455,000.00	662,360.20	0.00	6,599,830.66	0.00	3,855,169.32	63.13
LICENSES AND PERMITS	112,790.00	7,440.00	0.00	69,494.00	0.00	43,296.00	61.61
GRANTS	24,000.00	1,361.30	0.00	16,720.96	0.00	7,279.04	69.67
CHARGES FOR SERVICES	916,332.00	181,663.83	0.00	766,162.91	0.00	150,149.09	83.61
FINES AND FORFEITURES	856,500.00	99,307.29	0.00	572,647.12	0.00	283,852.88	66.86
MISCELLANEOUS	317,350.00	59,576.45	0.00	350,554.03	0.00	(33,204.03)	110.46
TRANSFERS	2,425,984.00	143,480.50	0.00	1,995,542.50	0.00	430,441.50	82.26
ESTIMATED BEG BALANCE	244,062.00	0.00	0.00	0.00	0.00	244,062.00	0.00
TOTAL REVENUES	15,352,018.00	1,155,206.57	0.00	10,370,872.20	0.00	4,981,045.80	67.55
EXPENDITURE SUMMARY							
101-CITY COUNCIL	136,203.85	6,274.25	0.00	108,279.30	6,925.19	20,999.66	84.58
210-CITY MANAGER	182,256.00	11,290.50	0.00	105,229.07	250.00	76,776.93	57.87
211-FINANCE	263,299.00	19,119.98	0.00	161,616.87	235.57	101,446.56	61.47
212-CITY CLERK	73,675.00	6,305.55	0.00	51,954.16	2,242.56	19,478.26	73.56
213-MUNICIPAL COURT	168,912.00	12,493.99	0.00	119,193.89	3,621.72	46,096.39	72.71
214-CITY ATTORNEY	144,990.00	5,370.70	0.00	82,065.21	7,500.00	55,424.79	61.77
225-INFORMATION SERVICES	123,485.00	12,053.09	375.00	104,233.51	1,229.02	18,397.47	85.10
320-CID CRIMINAL INVEST	838,827.00	37,939.29	0.00	559,497.82	752.79	278,576.39	66.79
321-PATROL	2,647,009.00	212,040.35	0.00	1,964,056.32	6,989.71	673,962.97	74.54
322-ANIMAL CONTROL	97,404.00	7,416.13	0.00	66,446.63	0.00	30,957.37	68.22
324-COMMUNICATIONS	177,993.00	13,522.09	0.00	119,466.56	0.00	58,526.44	67.12
431-FIRE	3,300,754.00	257,857.39	0.00	2,317,193.89	9,334.87	974,225.24	70.48
432-E M S	42,080.00	12,401.40	0.00	25,372.63	1,431.89	15,275.48	63.70
542-PARKS	898,455.00	74,847.65	0.00	587,595.69	18,358.20	292,501.11	67.44
543-SWIMMING POOL	125,939.00	0.00	0.00	57,820.19	0.00	68,118.81	45.91
544-RECREATION	235,342.00	21,145.21	0.00	138,323.24	1,560.00	95,458.76	59.44
547-CEMETERY	321,135.00	28,542.31	0.00	211,324.32	1,545.38	107,663.30	66.47
548-FACILITY MAINTENANCE	293,259.00	25,204.57	0.00	168,718.60	28,831.02	75,646.38	74.20
652-PLANNING & COMM DEV	355,049.00	23,131.01	0.00	215,877.30	663.40	138,508.70	60.99
653-HUMAN RESOURCES/RISK	142,287.00	9,723.39	0.00	97,332.14	2,841.40	42,113.46	70.40
862-FLEET MAINTENANCE	680,339.00	48,733.23	0.00	407,563.05	23,385.02	249,390.93	63.34
863-TRAFFIC CONTROL	219,128.00	39,748.09	0.00	156,297.62	14,177.48	48,652.90	77.80
865-STREETS	862,621.00	63,497.75	0.00	620,408.33	42,266.90	199,945.77	76.82
215-INTERDEPARTMENTAL	2,514,699.15	317,500.99	0.00	1,994,762.73	40,423.51	479,513.41	80.93
TOTAL EXPENDITURES	14,845,139.00	1,266,139.50	375.00	10,461,228.29	216,625.63	4,167,659.08	71.93
REVENUE OVER/(UNDER) EXPENDITURES	506,880.00	(110,932.93)	375.00	(90,256.09)	(216,625.63)	0.00	60.47-

CITY OF McALESTER
 PRIOR YEAR ENCUMBRANCE FINANCIAL (UNAUDITED)
 AS OF: MARCH 31ST, 2010

02 -MPWA

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
GRANTS	320,828.50	0.00	0.00	17,771.00	0.00	303,057.50	5.54
CHARGES FOR SERVICES	8,025,280.00	645,715.45	0.00	6,126,496.76	0.00	1,898,783.24	76.36
MISCELLANEOUS	4,125.00	2,148.97	0.00	17,479.49	0.00	(13,354.49)	423.75
TRANSFERS	140,908.00	0.00	0.00	38,926.34	0.00	101,981.66	27.63
ESTIMATED BEG BALANCE	<u>1,727,605.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,727,605.00</u>	<u>0.00</u>
TOTAL REVENUES	10,218,946.50	647,864.42	0.00	6,232,673.59	0.00	4,016,272.31	60.70
<u>EXPENDITURE SUMMARY</u>							
216-UTILITY BILL & COLL	365,862.00	38,755.23	0.00	255,794.15	2,903.79	107,164.06	70.71
862-FLEET MAINTENANCE	706,440.00	69,441.13	0.00	462,876.98	38,988.85	204,574.17	71.04
864-LANDFILL	362,059.00	23,231.34	0.00	222,577.11	15,886.90	122,594.99	66.05
866-REFUSE COLLECTION	774,495.00	100,682.23	0.00	489,704.25	100.00	284,690.75	63.24
871-ENGINEERING	427,115.50	35,707.99	0.00	254,319.62	7,850.32	158,945.56	62.26
972-UTILITIES ADMIN DEPT	140,815.00	11,868.44	0.00	103,787.18	215.45	36,812.37	73.86
973-WASTEWATER TREATMENT	786,519.00	55,217.34	0.00	463,943.32	67,477.88	255,097.80	67.57
974-WATER TREATMENT	1,431,898.00	105,220.69	10,898.80	709,159.03	61,738.17	671,899.60	53.08
975-UTILITY MAINTENANCE	626,495.00	66,722.23	0.00	407,916.66	16,524.50	202,053.84	67.75
267-INTERDEPARTMENTAL	<u>3,468,692.96</u>	<u>222,588.69</u>	<u>0.00</u>	<u>2,601,896.19</u>	<u>22,377.37</u>	<u>843,819.40</u>	<u>75.67</u>
TOTAL EXPENDITURES	9,083,391.46	729,433.31	10,898.80	5,971,974.49	234,663.23	2,897,652.54	68.21
REVENUE OVER/(UNDER) EXPENDITURES	1,135,555.04	(81,568.89)	10,898.80	236,699.10	(234,663.23)	0.00	0.61

PRIOR YEAR ENCUMBRANCE FINANCIAL (UNAUDITED)
AS OF: MARCH 31ST, 2010

03 -AIRPORT AUTHORITY
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
CHARGES FOR SERVICES	89,560.00	11,304.39	0.00	81,468.85	0.00	8,091.15	90.97
MISCELLANECUS	1,200.00	0.00	0.00	0.00	0.00	1,200.00	0.00
TRANSFERS	125,454.00	10,454.50	0.00	94,090.00	0.00	31,364.00	75.00
ESTIMATED BEG BALANCE	<u>71,242.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>71,242.00</u>	<u>0.00</u>
TOTAL REVENUES	287,456.00	21,759.49	0.00	175,558.85	0.00	111,897.15	61.07
<u>EXPENDITURE SUMMARY</u>							
876-AIRPORT	<u>238,704.00</u>	<u>15,576.31</u>	<u>0.00</u>	<u>185,960.38</u>	<u>525.00</u>	<u>52,218.62</u>	<u>78.12</u>
TOTAL EXPENDITURES	238,704.00	15,576.31	0.00	185,960.38	525.00	52,218.62	78.12
REVENUE OVER/(UNDER) EXPENDITURES	48,752.00	6,183.18	0.00	(10,401.53)	(525.00)	0.00	22.41-

PRIOR YEAR ENCUMBRANCE FINANCIAL (UNAUDITED)
AS OF: MARCH 31ST, 2010

05 - PARKING AUTHORITY
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
CHARGES FOR SERVICES	7,200.00	340.00	0.00	6,240.00	0.00	960.00	96.67
ESTIMATED BEG BALANCE	<u>15,190.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>15,190.00</u>	<u>0.00</u>
TOTAL REVENUES	22,390.00	340.00	0.00	6,240.00	0.00	16,150.00	27.87
<u>EXPENDITURE SUMMARY</u>							
218-PARKING LOT OPER.	<u>3,000.00</u>	<u>101.69</u>	<u>0.00</u>	<u>1,066.15</u>	<u>0.00</u>	<u>1,933.85</u>	<u>35.54</u>
TOTAL EXPENDITURES	3,000.00	101.69	0.00	1,066.15	0.00	1,933.85	35.54
REVENUE OVER/(UNDER) EXPENDITURES	19,390.00	238.31	0.00	5,173.85	0.00	0.00	26.68

PRIOR YEAR ENCUMBRANCE FINANCIAL (UNAUDITED)
AS OF: MARCH 31ST, 2010

08 -NUTRITION
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
GRANTS	72,000.00	6,999.21	0.00	42,962.96	0.00	29,037.04	59.67
MISCELLANEOUS	0.00	0.00	0.00	102.10	0.00	102.10	0.00
TRANSFERS	<u>191,050.00</u>	<u>15,254.17</u>	<u>0.00</u>	<u>145,287.93</u>	<u>0.00</u>	<u>45,762.47</u>	<u>76.05</u>
TOTAL REVENUES	263,050.00	22,253.38	0.00	188,352.99	0.00	74,697.41	71.60
<u>EXPENDITURE SUMMARY</u>							
549-NUTRITION	<u>263,050.00</u>	<u>18,349.51</u>	<u>0.00</u>	<u>183,521.94</u>	<u>0.00</u>	<u>79,528.06</u>	<u>69.77</u>
TOTAL EXPENDITURES	263,050.00	18,349.51	0.00	183,521.94	0.00	79,528.06	69.77
REVENUE OVER/(UNDER) EXPENDITURES	0.00	3,903.87	0.00	4,830.65	0.00	0.00	0.00

PRIOR YEAR ENCUMBRANCE FINANCIAL (UNAUDITED):
AS OF: MARCH 31ST, 2010

09 -LANDFILL RES./SUB-TITLE C
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PD ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
CHARGES FOR SERVICES	324,500.00	29,776.37	0.00	261,154.42	0.00	63,345.58	80.48
TOTAL REVENUES	324,500.00	29,776.37	0.00	261,154.42	0.00	63,345.58	80.49
<u>EXPENDITURE SUMMARY</u>							
864-LANDFILL	324,500.00	20,972.35	0.00	67,177.61	30,544.70	226,777.69	30.11
TOTAL EXPENDITURES	324,500.00	20,972.35	0.00	67,177.61	30,544.70	226,777.69	30.11
REVENUE OVER/(UNDER) EXPENDITURES	0.00	8,804.02	0.00	193,976.81	(30,544.70)	0.00	0.00

PRIOR YEAR ENCUMBRANCE FINANCIAL (UNAUDITED)
AS OF: MARCH 31ST, 2010

13 - JUVENILE FINE/RESERVE
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
FINES AND FORFEITURES	15,000.00	2,688.95	0.00	14,492.63	0.00	537.37	96.62
ESTIMATED BEG BALANCE	38,444.00	0.00	0.00	0.00	0.00	38,444.00	0.00
TOTAL REVENUES	53,444.00	2,688.95	0.00	14,492.63	0.00	38,951.37	27.12
<u>EXPENDITURE SUMMARY</u>							
323-NARCOTICS	58,626.00	282.95	0.00	52,667.93	0.00	5,958.07	89.84
TOTAL EXPENDITURES	58,626.00	282.95	0.00	52,667.93	0.00	5,958.07	89.84
REVENUE OVER/(UNDER) EXPENDITURES	(5,182.00)	2,406.00	0.00	(38,175.30)	0.00	0.00	736.69

PRIOR YEAR ENCUMBRANCE FINANCIAL (UNAUDITED)
AS OF: MARCH 31ST, 2010

14 - POLICE GRANT FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
GRANTS	47,345.00	0.00	0.00	0.00	0.00	47,345.00	0.00
TRANSFERS	<u>6,750.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>6,750.00</u>	<u>0.00</u>
TOTAL REVENUES	54,095.00	0.00	0.00	0.00	0.00	54,095.00	0.00
<u>EXPENDITURE SUMMARY</u>							
321-PATROL	<u>54,095.00</u>	<u>16,186.83</u>	<u>0.00</u>	<u>16,966.83</u>	<u>18,130.44</u>	<u>18,997.73</u>	<u>64.89</u>
TOTAL EXPENDITURES	54,095.00	16,186.83	0.00	16,966.83	18,130.44	18,997.73	64.89
REVENUE OVER/(UNDER) EXPENDITURES	0.00	(16,186.83)	0.00	(16,966.83)	(18,130.44)	0.00	0.00

PRIOR YEAR ENCUMBRANCE FINANCIAL (UNAUDITED)
AS OF: MARCH 31ST, 2010

16 -STATE FORFEITURE FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
MISCELLANEOUS	0.00	52.35	0.00	408.51	0.00	408.51	0.00
ESTIMATED BEG BALANCE	145.00	0.00	0.00	0.00	0.00	145.00	0.00
TOTAL REVENUES	145.00	52.35	0.00	408.51	0.00	263.51	281.73
<u>EXPENDITURE SUMMARY</u>							
323-NARCOTICS	50,145.00	0.00	0.00	3,570.84	0.00	46,574.16	7.12
TOTAL EXPENDITURES	50,145.00	0.00	0.00	3,570.84	0.00	46,574.16	7.12
REVENUE OVER/(UNDER) EXPENDITURES	(50,000.00)	52.35	0.00	(3,162.33)	0.00	0.00	6.32

CITY OF MOALESTER
 PRIOR YEAR ENCUMBRANCE FINANCIAL (UNAUDITED)
 AS OF MARCH 31ST, 2010

19 - FIRE IMPROVEMENT GRNT

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
GRANTS	22,000.00	22,000.00	0.00	22,000.00	0.00	0.00	100.00
TRANSFERS	172.00	0.00	0.00	172.00	0.00	0.00	100.00
TOTAL REVENUES	22,172.00	22,000.00	0.00	22,172.00	0.00	0.00	100.00
<u>EXPENDITURE SUMMARY</u>							
431-FIRE	22,172.00	0.00	0.00	22,172.00	0.00	0.00	100.00
TOTAL EXPENDITURES	22,172.00	0.00	0.00	22,172.00	0.00	0.00	100.00
REVENUE OVER/(UNDER) EXPENDITURES	0.00	22,000.00	0.00	0.00	0.00	0.00	0.00

CITY OF MCALESTER
 PRIOR YEAR ENCUMBRANCE FINANCIAL (UNAUDITED)
 AS OF: MARCH 31ST, 2010

28 -SE EXPO CTR/TOURISM FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	480,000.00	31,736.72	0.00	304,530.82	0.00	175,469.18	63.44
CHARGES FOR SERVICES	149,130.00	27,872.89	0.00	122,355.41	0.00	26,774.59	82.05
ESTIMATED BEG BALANCE	464,513.00	0.00	0.00	0.00	0.00	464,513.00	0.00
TOTAL REVENUES	1,093,643.00	59,609.61	0.00	426,886.23	0.00	666,756.79	39.03
<u>EXPENDITURE SUMMARY</u>							
654-TOURISM	682,675.00	57,046.85	0.00	447,756.43	25,116.24	209,802.33	69.27
TOTAL EXPENDITURES	682,675.00	57,046.85	0.00	447,756.43	25,116.24	209,802.33	69.27
REVENUE OVER/(UNDER) EXPENDITURES	410,968.00	2,562.76	0.00	20,870.20	(25,116.24)	0.00	11.19-

PRIOR YEAR ENCUMBRANCE FINANCIAL (UNAUDITED)
AS OF: MARCH 31ST, 2010

29 -6-911

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	692,000.00	85,269.26	0.00	514,687.96	0.00	177,312.04	74.38
MISCELLANEOUS	0.00	0.00	0.00	224.98	0.00	224.98	0.00
ESTIMATED BEG BALANCE	500,786.00	0.00	0.00	0.00	0.00	500,786.00	0.00
TOTAL REVENUES	1,192,786.00	85,269.26	0.00	514,912.94	0.00	677,873.06	43.17
<u>EXPENDITURE SUMMARY</u>							
324-COMMUNICATIONS	960,410.00	43,493.32	0.00	534,383.10	59,234.36	366,792.54	61.81
TOTAL EXPENDITURES	960,410.00	43,493.32	0.00	534,383.10	59,234.36	366,792.54	61.81
REVENUE OVER/(UNDER) EXPENDITURES	232,376.00	41,775.94	0.00	19,470.16	(59,234.36)	0.00	33.87

PRIOR YEAR ENCUMBRANCE FINANCIAL (UNAUDITED)
AS OF: MARCH 31ST, 2010

30 -ECONOMIC DEVELOPMENT
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	1,096,625.00	71,220.13	0.00	681,654.73	0.00	414,970.27	62.16
MISCELLANEOUS	203,630.00	29,862.02	0.00	153,208.41	0.00	50,421.59	75.24
TRANSFERS	251,377.00	0.00	0.00	237,794.33	0.00	13,582.67	94.60
ESTIMATED BEG BALANCE	<u>1,441,712.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,441,712.00</u>	<u>0.00</u>
TOTAL REVENUES	2,993,344.00	101,082.15	0.00	1,072,657.47	0.00	1,920,686.53	35.83
<u>EXPENDITURE SUMMARY</u>							
211-FINANCE	1,681,685.00	193,796.79	0.00	1,162,385.34	221,117.76	298,181.90	82.27
652-PLANNING & COMM DEV	<u>216,705.00</u>	<u>6,615.00</u>	<u>0.00</u>	<u>53,123.67</u>	<u>0.00</u>	<u>163,581.33</u>	<u>24.51</u>
TOTAL EXPENDITURES	1,898,390.00	200,411.79	0.00	1,215,509.01	221,117.76	461,763.23	75.68
REVENUE OVER/ (UNDER) EXPENDITURES	1,094,954.00	(99,329.64)	0.00	(142,851.54)	(221,117.76)	0.00	33.24-

PRIOR YEAR ENCUMBRANCE FINANCIAL (UNAUDITED)
AS OF: MARCH 31ST, 2010

32 - GIFTS & CONTRIBUTIONS
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
MISCELLANEOUS	51,016.10	871.86	0.00	51,011.10	0.00	5.00	99.99
TRANSFERS	<u>85,516.15</u>	<u>0.00</u>	<u>0.00</u>	<u>85,516.15</u>	<u>0.00</u>	<u>0.00</u>	<u>100.00</u>
TOTAL REVENUES	136,532.25	871.86	0.00	136,527.25	0.00	5.00	100.00
<u>EXPENDITURE SUMMARY</u>							
215-INTERDEPARTMENTAL	<u>136,532.25</u>	<u>21,789.13</u>	<u>0.00</u>	<u>33,709.84</u>	<u>72,149.34</u>	<u>30,673.07</u>	<u>77.53</u>
TOTAL EXPENDITURES	136,532.25	21,789.13	0.00	33,709.84	72,149.34	30,673.07	77.53
REVENUE OVER/ (UNDER) EXPENDITURES	0.00	(20,917.27)	0.00	102,817.41	(72,149.34)	0.00	0.00

PRIOR YEAR ENCUMBRANCE FINANCIAL (UNAUDITED)
AS OF: MARCH 31ST, 2010

33 -CDBG GRANTS FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
GRANTS	90,630.00	0.00	0.00	0.00	0.00	90,630.00	0.00
TRANSFERS	90,630.00	0.00	0.00	90,630.00	0.00	0.00	100.00
TOTAL REVENUES	181,260.00	0.00	0.00	90,630.00	0.00	90,630.00	50.00
<u>EXPENDITURE SUMMARY</u>							
871-ENGINEERING	181,260.00	0.00	0.00	0.00	0.00	181,260.00	0.00
TOTAL EXPENDITURES	181,260.00	0.00	0.00	0.00	0.00	181,260.00	0.00
REVENUE OVER/ (UNDER) EXPENDITURES	0.00	0.00	0.00	90,630.00	0.00	0.00	0.00

PRIOR YEAR ENCUMBRANCE FINANCIAL (UNAUDITED)
AS OF: MARCH 31ST, 2010

38 -DEDICATED SALES TAX-MPWA
FINANCIAL SUMMARY

4 OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	4,386,500.00	284,880.53	0.00	2,726,618.96	0.00	1,659,881.04	62.16
MISCELLANEOUS	13,000.00	0.00	0.00	16,181.00	0.00	(3,181.00)	124.47
ESTIMATED BEG BALANCE	<u>1,127,289.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,127,289.00</u>	<u>0.00</u>
TOTAL REVENUES	6,176,789.00	284,880.53	0.00	2,742,799.96	0.00	3,383,989.04	44.77
<u>EXPENDITURE SUMMARY</u>							
215-INTERDEPARTMENTAL	<u>3,326,690.00</u>	<u>285,074.66</u>	<u>0.00</u>	<u>2,495,730.61</u>	<u>0.00</u>	<u>830,959.39</u>	<u>75.02</u>
TOTAL EXPENDITURES	3,326,690.00	285,074.66	0.00	2,495,730.61	0.00	830,959.39	75.02
REVENUE OVER/(UNDER) EXPENDITURES	2,800,099.00	(194.13)	0.00	247,069.35	0.00	0.00	8.82

PRIOR YEAR ENCUMBRANCE FINANCIAL (UNAUDITED)
AS OF: MARCH 31ST, 2010

40 - EMERGENCY FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.60

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
MISCELLANEOUS	25,541.00	3,625.78	0.00	32,817.13	0.00	7,276.13	128.49
TRANSFERS	200,000.00	0.00	0.00	25,073.26	0.00	174,926.74	12.54
ESTIMATED BEG BALANCE	<u>3,375,281.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,375,281.00</u>	<u>0.00</u>
TOTAL REVENUES	3,600,822.00	3,625.78	0.00	57,890.39	0.00	3,542,931.61	1.61
<u>EXPENDITURE SUMMARY</u>							
REVENUE OVER/(UNDER) EXPENDITURES	3,600,822.00	3,625.78	0.00	57,890.39	0.00	0.00	1.61

PRIOR YEAR ENCUMBRANCE FINANCIAL (UNAUDITED)
AS OF: MARCH 31ST, 2010

41 -CIP FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
MISCELLANEOUS	5,000.00	111.90	0.00	1,793.70	0.00	3,206.30	35.67
TRANSFERS	857,390.00	174,920.00	0.00	857,390.00	0.00	0.00	100.00
ESTIMATED BEG BALANCE	<u>384,321.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>364,321.00</u>	<u>0.00</u>
TOTAL REVENUES	1,246,711.00	175,031.90	0.00	859,183.70	0.00	367,527.30	68.92
EXPENDITURE SUMMARY							
431-FIRE	27,226.00	0.00	0.00	0.00	17,329.00	9,897.00	63.65
865-STREETS	18,027.00	0.00	0.00	0.00	10,000.00	8,027.00	55.47
215-INTERDEPARTMENTAL	<u>1,147,101.00</u>	<u>0.00</u>	<u>0.00</u>	<u>90,630.00</u>	<u>24,879.00</u>	<u>1,031,592.00</u>	<u>10.07</u>
TOTAL EXPENDITURES	1,192,354.00	0.00	0.00	90,630.00	52,208.00	1,049,516.00	11.98
REVENUE OVER/(UNDER) EXPENDITURES	54,357.00	175,031.90	0.00	768,553.70	52,208.00	0.00	1,317.85

PRIOR YEAR ENCUMBRANCE FINANCIAL (UNAUDITED)
AS OF: MARCH 31ST, 2010

42 - FEDERAL FORFEITURE FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
FINES AND FORFEITURES	0.00	0.00	0.00	5,846.56	0.00	(5,846.56)	0.00
ESTIMATED BEG BALANCE	8,040.00	0.00	0.00	0.00	0.00	8,040.00	0.00
TOTAL REVENUES	8,040.00	0.00	0.00	5,846.56	0.00	2,193.44	72.72
<u>EXPENDITURE SUMMARY</u>							
323-NARCOTICS	8,000.00	0.00	0.00	5,380.00	0.00	2,620.00	67.25
TOTAL EXPENDITURES	8,000.00	0.00	0.00	5,380.00	0.00	2,620.00	67.25
REVENUE OVER/ (UNDER) EXPENDITURES	40.00	0.00	0.00	466.56	0.00	0.00	1,166.40



McAlester City Council

AGENDA REPORT

Meeting Date: April 27, 2010 Item Number: 8
Department: Finance
Prepared By: Gayla Duke Account Code: _____
Date Prepared: April 20, 2010 Budgeted Amount: _____
Exhibits: Two

Subject

Consider, and act upon, an Ordinance amending Ordinance No. 2327 which established the budget for fiscal year 2009-2010; 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.

Exhibit A-1, General Fund: Appropriation of insurance damages received and reclass capital expenditures in Repayment (CIP) fund. Correct original budgeting of federal Highway Safety Grant.

Exhibit A-2, Repayment (CIP) Fund: Appropriate transfer from General Fund and reclass traffic control expenditures. Appropriate fund balance to contingency for various items.

Exhibit A-3, MPWA Fund: Appropriate funding for MPWA damages account for settlement of lawsuit.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	GDD	04/20/10
City Manager	PJS <i>PJS</i>	04/20/10

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2327 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2009-2010; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

WHEREAS, the City Council heretofore adopted Ordinance No. 2327 setting forth the Budget for Fiscal Year 2009-2010 beginning July 1, 2009 and ending June 30, 2010; 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 2009-2010 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 2009-2010 Budget of the City of McAlester, Oklahoma, as heretofore adopted by Ordinance, as summarized in Exhibits A1 through A3, which are 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 2009-2010 Budget.

SECTION 2: All portions of the existing FY 2009-2010 Budget, Ordinance No. 2327 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 27th day of APRIL, 2010.

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

By _____
Kevin E. Priddle, Mayor

ATTEST:

Cora Middleton, City Clerk

Approved as to form and legality this 27th day of April, 2010.

William J. Ervin, City Attorney

CITY OF MCALESTER
FY 09-10 Budget Amendments

BA#				<u>Revenue</u>	<u>Expense</u>
001	7/28/09		Gen. Fund	4,500.00	4,500.00
004	8/11/09		Gen. Fund	20,000.00	90,000.00
009	9/8/09		Gen. Fund	-	4,800.00
010	9/8/09		Gen. Fund	5,000.00	5,000.00
015	9/22/09		Gen. Fund	-	36,851.00
016	10/13/09		Gen. Fund	-	-
020	10/13/09		Gen. Fund	28,000.00	28,000.00
021	10/13/09		Gen. Fund	13,500.00	13,500.00
025	11/10/09		Gen. Fund	(20,000.00)	(127,957.00)
026	11/24/09		Gen. Fund	21,826.00	55,283.00
034	12/21/09		Gen. Fund	-	(105,616.00)
035	12/21/09		Gen. Fund	-	(105,493.00)
036	12/21/09		Gen. Fund	-	(63,064.00)
037	12/21/09		Gen. Fund	(150.00)	(67,952.00)
042	1/12/10		Gen. Fund	640,892.00	540,892.00
045	1/26/10		Gen. Fund	-	(20,038.00)
051	2/9/10		Gen. Fund	70,000.00	70,000.00
052	3/9/10		Gen. Fund	-	-
059	4/27/10	01	Gen. Fund	41,390.00	41,390.00
				824,958.00	400,096.00
008	9/8/09		MPWA	-	3,000.00
019	10/13/09		MPWA	-	41,500.00
029	12/21/09		MPWA	4,828.50	5,426.50
038	12/21/09		MPWA	-	(69,790.00)
039	12/21/09		MPWA	-	(81,881.00)
041	1/12/10		MPWA	-	541,792.00
044	1/12/10		MPWA	431,908.00	431,908.00
053	3/9/10		MPWA	-	42,500.00
061	4/27/10	02	MPWA	-	22,000.00
				436,736.50	936,455.50
011	9/8/09		Airport Authority	-	10,000.00
028	11/24/09		Airport Authority	-	4,000.00
				-	14,000.00
040	12/21/09		Nutrition	(24,788.00)	(24,788.00)
055	3/9/10		Nutrition	-	-
				(24,788.00)	(24,788.00)
049	2/9/10		Juvenile Fund	-	50,000.00
014	9/22/09		Police Grants	40,595.00	40,595.00
005	8/11/09		State Forfeiture	-	50,000.00
002	7/28/09		Fire Imp. Grant	22,000.00	22,000.00
017	10/13/09		Fire Imp. Grant	172.00	172.00
				22,172.00	22,172.00
057	4/12/10		Cemetery Care Fund	-	22,000.00
012	9/8/09		Expo	-	2,400.00
013	9/22/09		Expo	-	6,470.00
032	12/21/09		Expo	-	(34,937.00)
				-	(26,067.00)

CITY OF MCALESTER
FY 09-10 Budget Amendments

BA#				<u>Revenue</u>	<u>Expense</u>
003	7/28/09		Econ Dev. Sewer project & Econ Dev.	230,747.00	280,096.00
007	8/11/09		Econ Dev. Sewer Change Order	20,630.00	20,630.00
018	10/13/09		Econ Dev. Reimbursement Revenue rec'd	9,630.00	9,630.00
027	11/24/09		Econ Dev. Transfer funds to General Fund	-	21,826.00
033	12/21/09		Econ Dev. Budget Reductions	-	(42,391.00)
				261,007.00	289,791.00
024	11/10/09		Gifts & Contributions New Fund	127,957.00	127,957.00
030	12/21/09		Gifts & Contributions Transfer from Gen Fund & MPWA	(2,440.85)	(2,440.85)
050	2/9/10		Gifts & Contributions Skate Park Expansion	10,000.00	10,000.00
058	4/12/10		Gifts & Contributions Tree donations & water bills	1,016.10	1,016.10
				136,532.25	136,532.25
023	11/10/09		CDBG Grant Appropriate grant & match	181,260.00	181,260.00
031	12/21/09		Dedicated Sales Tax Correct Budget - not appr by vote	-	(2,208,000.00)
047	2/9/10		Dedicated Sales Tax Bond Payments	-	85,440.00
				-	(2,122,560.00)
022	11/10/09		CIP Fund Tfr grant match	-	90,630.00
043	1/12/10		CIP Fund Water Treatment Plant Improve.	640,892.00	640,892.00
046	1/26/10		CIP Fund Filters for water treatment	-	24,879.00
048	2/9/10		Repayment (CIP) Hwy 69 Utility Relocate	41,578.00	50,000.00
054	3/9/10		Repayment (CIP) Capital Outlay Projects	174,920.00	295,253.00
056	4/12/10		Repayment (CIP) Tft for Wtr. Trmt. Plant Impr.	-	90,700.00
060	4/27/10	41	Repayment (CIP) Traffic Control equipment	23,155.00	83,155.00
				880,545.00	1,275,509.00
006	8/11/09		Federal Forfeiture Appropriate supplies from forfeit.	-	8,000.00

* = Wash, in transfer

**City of McAlester
Budget Amendment - FY 2009-2010
McAlester Public Works Authority Fund
April 27, 2010**

Estimated Revenue or Fund Balance

Fund Number	Account Number	Department	Description	Estimated Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
01	3001		Fund Balance		(22,000.00)	
			Total		(22,000.00)	

Appropriations

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
02	5267323	Interdepartmental	Damages	42,500.00	22,000.00	64,500.00
					22,000.00	

FUND INFORMATION	
Original Budget - Revenues ***	\$8,054,405
Amendments	436,737
Current Budget - Revenues	\$8,491,142
Original Budget - Expenditures	\$8,168,936
Amendments	936,455
Current Budget - Expenditures	\$9,105,391

*** Does not include a beginning budgetary fund balance.

Approved by the City Council this
April 27, 2010

Explanation of Budget Amendment:
Appropriate funding for MPWA damages account. Settlement for lawsuit, approx. \$10K budget left to cover \$31,885.97 payment, so appropriating \$22,000 to cover expenditure.

Approved:

Mayor

Attest:

City Clerk

Posted By _____ Date _____ BA# _____ PK.# _____



McAlester City Council

AGENDA REPORT

Meeting Date: April 27, 2010 Item Number: 9
Department: Utilities
Prepared By: David Medley/Peter J. Stasiak Account Code: _____
Date Prepared: January 28, 2010 Budgeted Amount: Budget Transfer Pending
Exhibits: _____

Subject

Consider, and act upon, a Work Order for Mehlburger Brawley Corporation for engineering services required for the design of construction of the U.S. 69 Utility Relocate, ODOT State Job No. 14999 (04) as required by the Oklahoma Department of Transportation.

Recommendation

Motion to approve and authorize the Mayor to sign the work order for Mehlburger Brawley to complete work required for U.S. 69 Utility Relocate, ODOT State Job No.14999 (04) for an estimated fee of \$50,000 upon review and approval of by the City Attorney's Office.

Discussion

Per the attached copy of Mehlburger Brawley's Work Order for professional services for the U.S. 69 Utility Relocate, the fee for engineering services is to be based on the percentage of construction costs as per the standard fee schedule. This project will complete the design phase and construction permitting phase to relocate the City's water and sewer utilities as required for O.D.O.T.'s construction of the U.S. Highway No. 9 Comanche Avenue Interchange project. The highway project has been rescheduled by O.D.O.T. for year 2015. The utility relocation work will therefore be required in 2013. Total estimated project cost of the utility relocation is \$872,950.00. A future work order for Mehlburger Brawley that will include bidding, construction management, and inspection is anticipated in the next fiscal year's budget.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	DRM	01/28//10
City Manager	PJS <i>PJS</i>	04/20/10

**CITY OF MCALESTER
TRAFFIC COUNTS
69 BYPASS**

<u>Location</u>	<u>1990</u>	<u>1999</u>	<u>2004</u>	<u>2007</u>	<u>2008</u>
Wal Mart	20,000	22,800	24,000	24,900	23,800
Life Church	19,500	13,400	19,500	20,100	21,800
Hwy 69 & 69 Bypass Split	18,000	14,200	18,000	19,300	18,400

Percentage Increase 1990 to 2008:

Wal Mart	19.00%
Life Church	11.80%
Hwy 69 & 69 Bypass Split	2.20%

Notes: Information provided by Oklahoma Department of Transportation

December 11, 2009

Oklahoma Department of Transportation
Attn: Brenda Brown, Project Manager
200 N.E. 21st Street
Oklahoma City, Okla. 73105-3204

Re: Right-of-Way, Public Utility and Encroachment Agreement
Federal Project Number – SSP-161N(208)SS

Dear Ms. Brown,

Attached per your request are the four signed copies of the Right-of-Way, Public Utility and Encroachment Agreement that were approved by the McAlester City Council on December 8, 2009.

If you have any questions or concerns please feel free to call my office at (918) 423-9300 Ext. 4995.

Sincerely,



David R. Medley, P.E.
Utilities Director



OKLAHOMA DEPARTMENT OF TRANSPORTATION
200 N.E. 21st Street
Oklahoma City, OK 73105-3204

October 16, 2009

Mr. Kevin Priddle, Mayor
City of McAlester
PO Box 578
1st & Washington
McAlester, OK 74502-0578

RE: Right-of-way, Public Utility and Encroachment Agreement
Federal Project Number – SSP-161N(208)SS
State Project Number - J/P 14999(04)Construction, (05)R/W, (06)Utilities
Pittsburg County
Construction of Comanche Avenue Interchange

Dear Honorable Mayor:

Four originals of the subject agreement with the attached utility cost allocation are being provided for your information and processing for this project. The project consists of Construction of Comanche Avenue Interchange.

Please return the signed agreements to: **Oklahoma Department of Transportation, R/W Division, Room 3-B4, 200 N.E. 21ST Street, Oklahoma City, OK 73105-3204.**

If you have any questions please contact me in writing at the above address, by telephone at (405)522-1452 or via E-mail at bbrown@odot.org.

Sincerely,

A handwritten signature in cursive script that reads "Brenda Brown".

Brenda Brown, Project Manager
Project Management Branch

Attachments

cc: Division Engineer, Division II
Central File
Project File

**RIGHT-OF-WAY, PUBLIC UTILITY
AND ENCROACHMENT AGREEMENT**

This Agreement, entered into between the City of McAlester, Pittsburg County, Oklahoma, hereinafter the City and the Department of Transportation of the State of Oklahoma, hereinafter the Department, in connection with the location and improvement of a portion of the State Highway System within the corporate limits of the City, now designated as US 69 under plans and specifications for Federal Aid Project No. SSP-161N(208)SS & State Job No. 14999(04)Const.,(05)R/W,(06)Utilities.

Witnesseth:

WHEREAS, it is mutually agreed between the parties that certain improvements should be made to the highway now as follows:

That the Department proposes construction of Comanche Avenue Interchange .

WHEREAS, legislative authorization and the rules, regulations, and policies of the Department provide the basis of cooperation between the parties to effect such highway improvements.

NOW, THEREFORE, the parties hereto agree as follows:

The City agrees:

1. To the location of said highway, acknowledges receipt of and adopts the plans for said project as the official Construct Interchange @ Comanche Avenue in McAlester, frontage roads, ramps & street improvements, grading, drainage, surface plans of the City for its streets, boulevards, or arterial highway included therein.
2. That prior to the advertising of the project for bids (as to that part of the project lying within the present corporate limits) it will:
 - (a) Grant to the Department and its contractors, the right-of-entry to and the use of all existing streets, alleys, and other City owned property when required, and other rights-of-way shown on said plans. Further, City shall not permit the vacation of any such street, alley or other rights-of-way within the limits of the project without the prior written approval of Chief, Right-of-Way & Utilities Division, Department of Transportation, State of Oklahoma.
 - (b) Remove at its own expense, or cause the removal of, all encroachments on the existing streets as shown on said plans, including all signs, buildings, porches, awnings, porticos, fences, gasoline pumps and islands, and any other such private installations. Said removal shall be accomplished immediately on execution of this agreement and shall include necessary legal action where required.

- (c) Prohibit parking on that portion of the project within the corporate limits of the City.
- (d) Comply with the Department's standards for construction of driveway entrances from private property to the highway, in accordance with the Department's manual entitled "Policy on Driveway Regulations for Oklahoma Highways" Rev. 5/96, in compliance with current Oklahoma Highway Commission Policy, 69 O.S. 2001 Section 1210.
- (e) Maintain all right-of-way acquired for the construction of this project as shown on said plans, in a manner consistent with applicable statutes, codes, ordinances and regulations of the Department and the State of Oklahoma.

3. That City will:

- (a) Determine and locate, with the Department's approval, a detour route over existing City streets, if a re-routing of traffic or a detour is necessary during the period of construction.
- (b) Be responsible, during or subsequent to construction, for all costs, for the operation and any maintenance necessary to the approved detour route over existing City streets, or any other street as a result of additional traffic.
- (c) Be responsible for all costs for repairs or maintenance to any City street, during or subsequent to construction, which results from additional traffic where construction is performed under traffic.
- (d) To the extent permitted by the **Oklahoma Governmental Tort Claims Act**, Title 51 Oklahoma Statutes, 2001, Sections 151 *et seq.* and by Oklahoma Constitution Article 10, Section 26 and as otherwise permitted by law, the City shall indemnify and save harmless the Department, its officers and employees, and shall process and defend at its own expense all claims, demands, or suits whether in law or equity brought against the City or the Department arising from the City's execution, performance, or failure to perform, and provisions of this agreement or alleged negligence in the location, design, construction, operation, or maintenance of a portion of the City Street System within the corporate limits of the City. Provided, nothing herein shall required the City to reimburse the Department for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Department. When any alleged act, omission, negligence, or misconduct may be subject to the limitations, exemptions, or defenses which may be raised under the Oklahoma Governmental Tort Claims Act, 51 O.S. 2001 § 151 *et seq.*, all such limitations, exemptions, and defenses shall be available to and maybe asserted by City. No liability shall attach to the Department except as expressly provided herein. Said indemnifications shall include all causes of action arising from contract, tort, negligence, condemnation or inverse condemnation.

- (e) Comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality (ODEQ) requirements for pollution prevention including discharges from storm water runoff during the planning and design of this project. Further, the City agrees and stipulates as stated in the ODEQ's *General Permit OKR10*, dated September 13, 2002, or latest revision to secure a storm water permit with the ODEQ, for utility relocations, when required. It is agreed that the storm water management plan for the project previously described in the document includes the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the storm water pollution prevention plan and the appropriate location map contained in the utility relocation plans.

4. That subsequent to the construction of said project, City will:

- (a) Keep all permanent right-of-way shown on said plans free from any encroachment and take immediate action to effect the removal of any encroachments upon notification by the Department, including all necessary legal action when required.
- (b) Erect, maintain, and operate traffic control signals, including speed limit and traffic control signs, only in accordance with 47 O.S. 2001, Sections 15-104, 15-105 and 15-106, and subject to the approval, direction and control of the Department.
- (c) Regulate and control traffic on said project, including, but not limited to, the speed of vehicles, parking stopping and turns, in accordance with 47 O.S. 2001 Sections 15-104, et. seq. and to make no changes in the provisions thereof without the approval of the Department.
- (d) Maintain all that part of said project within the corporate limits of the City between the controlled access fence and the right-of-way lines, including that area of right-of-way occupied by a frontage road or local road between the controlled access fence and the right-of-way line, and that portion of frontage roads or local roads that is not considered by the Department to be a part of an interchange ramp. The City shall also maintain the crossover street and the surface of the crossover structures, and all streets connecting thereto including all signs, pavement markings and traffic control devices along the cross streets, except those at the intersections of the frontage roads or local roads and the crossroad, however, traffic signals and lighting shall be the responsibility of the City. The City shall also maintain any public road on Department owned right-of-way not connected to the highway nor allowing access to the highway. All maintenance shall be in accordance with 69 O.S. 2001 Section 901 and all other applicable law.

5. That all covenants of this Agreement shall apply to any area hereinafter annexed to the City which lies within the limits of this project.

6. That City will, by resolution, duly authorize the execution of this Agreement by the proper officials, and attach copies of such resolution to this Agreement.

7. That the participation in the necessary adjustments of utilities between the undersigned parties shall be as follows:

- (a) The Department shall coordinate all the necessary utility adjustments with the owner(s) having utility facilities within the project limits.
- (b) The City and the Department shall equally share, and each shall be financially responsible for one-half, the total cost of adjustments of any and all utility facilities presently located on and in privately owned right-of-way necessary to accommodate the construction of said project, whether such utilities are publicly or privately owned, including all pipelines, water lines, telephone lines, fiber optic cables, power lines, sewer lines, fire hydrants, light poles, and other such service installations. In the event the Department secures federal financial participation in the cost of these utility adjustments, the City shall not participate in the cost of adjusting City-owned utility facilities on private right-of-way. The local share of such costs shall be borne solely by the Department.
- (c) Any and all monetary expenditures necessary to accomplish the adjustments of utility facilities presently located on and in public right-of-way shall be borne entirely by the owner(s) of the affected utilities except those public water and sanitary sewer systems specifically exempt in 69 O.S. 2001 Section 1403(e). The City shall protect and indemnify the State from any expenses and liabilities resulting from these utility adjustments.

It is further agreed and understood between the parties that the City will pay to the Department the City's share of the actual utility adjustment costs of utility facilities relocated from private right-of-way promptly upon receipt of the Department's statement as the amounts become known.

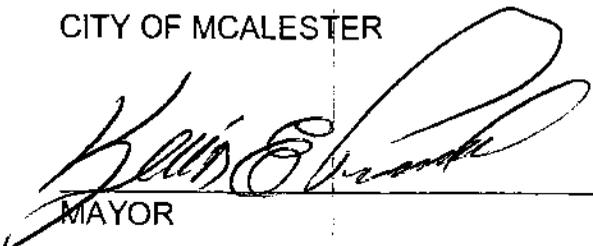
IN CONSIDERATION of the grants and covenants by the City herein contained and the faithful performance thereof by the City, the Department agrees to construct said project in accordance with said plans and specifications; provided that the right to make such changes in the plans and specifications as are necessary for the proper construction of said project is reserved to the Department.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, the City on the 8th day of December, 2009, and the State on the _____ day of _____, 20____.

ATTEST:

CITY OF MCALESTER


CITY CLERK


MAYOR

REVIEWED AND APPROVED AS TO
FORM AND LEGALITY

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

CHIEF, LEGAL DIVISION (ODOT)

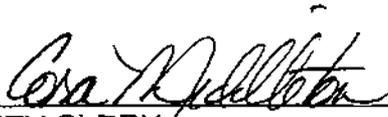
DIRECTOR

RESOLUTION

WHEREAS, it appearing reasonable and necessary for the City of McAlester, Pittsburg County, OKLAHOMA, to execute a Right-of-Way, Public Utility and Encroachment Agreement in connection with the construction of a public project known as Federal Aid Project SSP-161N(208)SS, Job No. 14999(04)Const.,(05)R/W, (06)Utilities, in accordance with the terms and tenor of 69 O.S. 2001 Sections 1205, 1206, 1401, and 1403.

NOW, THEREFORE, BE IT RESOLVED by the City of McAlester Oklahoma, sitting in regular session that such contract be entered into and that a copy of same be hereto attached and made a part hereof by reference, all as provided by law.

ATTEST:


CITY CLERK


MAYOR



OKLAHOMA DEPARTMENT OF TRANSPORTATION
200 N. E. 21st Street
Oklahoma City, OK 73105-3204

RECEIVED
12.26.09

December 22, 2009

COPY

CITY OF McALESTER
P O BOX 578
McALESTER OK 74502-0578

Gentlemen:

RE: Project No. 14999(04) Const, (05) RW, (06) UT aka SSP-161N(208),
Pittsburg County

Enclosed for your files is a fully executed copy of the City of McAlester Right-of-Way, Public Utility and Encroachment Agreement on the above referenced project.

If we may be of further assistance, please let us know.

Sincerely,

A handwritten signature in cursive script, appearing to read "Justin Howard".

Business Office
Legal & Business Services Division
(405) 521-2645

Enclosure

cc: Division 2
Relocation Branch
Utilities Branch
Underwriter's Accountant
Record Center

"The mission of the Oklahoma Department of Transportation is to provide a safe, economical, and effective transportation network for the people, commerce and communities of Oklahoma."

AN EQUAL OPPORTUNITY EMPLOYER

RECEIVED
DEC 21 2009
BUSINESS OFFICE

**RIGHT-OF-WAY, PUBLIC UTILITY
AND ENCROACHMENT AGREEMENT**

This Agreement, entered into between the City of McAlester, Pittsburg County, Oklahoma, hereinafter the City and the Department of Transportation of the State of Oklahoma, hereinafter the Department, in connection with the location and improvement of a portion of the State Highway System within the corporate limits of the City, now designated as US 69 under plans and specifications for Federal Aid Project No. SSP-161N(208)SS & State Job No. 14999(04)Const.,(05)R/W,(06)Utilities.

Witnesseth:

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- (b) Be responsible, during or subsequent to construction, for all costs, for the operation and any maintenance necessary to the approved detour route over existing City streets, or any other street as a result of additional traffic.
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- (d) To the extent permitted by the **Oklahoma Governmental Tort Claims Act**, Title 51 Oklahoma Statutes, 2001, Sections 151 *et seq.* and by Oklahoma Constitution Article 10, Section 26 and as otherwise permitted by law, the City shall indemnify and save harmless the Department, its officers and employees, and shall process and defend at its own expense all claims, demands, or suits whether in law or equity brought against the City or the Department arising from the City's execution, performance, or failure to perform, and provisions of this agreement or alleged negligence in the location, design, construction, operation, or maintenance of a portion of the City Street System within the corporate limits of the City. Provided, nothing herein shall required the City to reimburse the Department for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Department. When any alleged act, omission, negligence, or misconduct may be subject to the limitations, exemptions, or defenses which may be raised under the Oklahoma Governmental Tort Claims Act, 51 O.S. 2001 § 151 *et seq.*, all such limitations, exemptions, and defenses shall be available to and maybe asserted by City. No liability shall attach to the Department except as expressly provided herein. Said indemnifications shall include all causes of action arising from contract, tort, negligence, condemnation or inverse condemnation.

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- (c) Regulate and control traffic on said project, including, but not limited to, the speed of vehicles, parking stopping and turns, in accordance with 47 O.S. 2001 Sections 15-104, et. seq. and to make no changes in the provisions thereof without the approval of the Department.
- (d) Maintain all that part of said project within the corporate limits of the City between the controlled access fence and the right-of-way lines, including that area of right-of-way occupied by a frontage road or local road between the controlled access fence and the right-of-way line, and that portion of frontage roads or local roads that is not considered by the Department to be a part of an interchange ramp. The City shall also maintain the crossover street and the surface of the crossover structures, and all streets connecting thereto including all signs, pavement markings and traffic control devices along the cross streets, except those at the intersections of the frontage roads or local roads and the crossroad, however, traffic signals and lighting shall be the responsibility of the City. The City shall also maintain any public road on Department owned right-of-way not connected to the highway nor allowing access to the highway. All maintenance shall be in accordance with 69 O.S. 2001 Section 901 and all other applicable law.

5. That all covenants of this Agreement shall apply to any area hereinafter annexed to the City which lies within the limits of this project.

6. That City will, by resolution, duly authorize the execution of this Agreement by the proper officials, and attach copies of such resolution to this Agreement.

7. That the participation in the necessary adjustments of utilities between the undersigned parties shall be as follows:
- (a) The Department shall coordinate all the necessary utility adjustments with the owner(s) having utility facilities within the project limits.
 - (b) The City and the Department shall equally share, and each shall be financially responsible for one-half, the total cost of adjustments of any and all utility facilities presently located on and in privately owned right-of-way necessary to accommodate the construction of said project, whether such utilities are publicly or privately owned, including all pipelines, water lines, telephone lines, fiber optic cables, power lines, sewer lines, fire hydrants, light poles, and other such service installations. In the event the Department secures federal financial participation in the cost of these utility adjustments, the City shall not participate in the cost of adjusting City-owned utility facilities on private right-of-way. The local share of such costs shall be borne solely by the Department.
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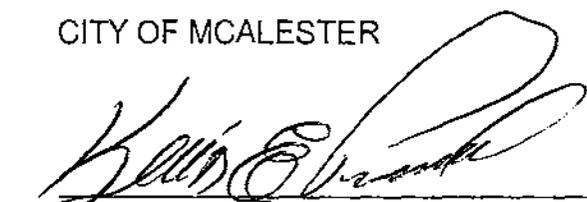
IN CONSIDERATION of the grants and covenants by the City herein contained and the faithful performance thereof by the City, the Department agrees to construct said project in accordance with said plans and specifications; provided that the right to make such changes in the plans and specifications as are necessary for the proper construction of said project is reserved to the Department.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, the City on the 8th day of December, 2009, and the State on the 18th day of DECEMBER, 2009.

ATTEST:

CITY OF MCALESTER


CITY CLERK


MAYOR

REVIEWED AND APPROVED AS TO
FORM AND LEGALITY

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

Morris R. Bell

CHIEF, LEGAL DIVISION (ODOT)

Justin L. Hagan

DIRECTOR

RESOLUTION

WHEREAS, it appearing reasonable and necessary for the City of McAlester, Pittsburg County, OKLAHOMA, to execute a Right-of-Way, Public Utility and Encroachment Agreement in connection with the construction of a public project known as Federal Aid Project SSP-161N(208)SS, Job No. 14999(04)Const.,(05)R/W, (06)Utilities, in accordance with the terms and tenor of 69 O.S. 2001 Sections 1205, 1206, 1401, and 1403.

NOW, THEREFORE, BE IT RESOLVED by the City of McAlester Oklahoma, sitting in regular session that such contract be entered into and that a copy of same be hereto attached and made a part hereof by reference, all as provided by law.

ATTEST:


CITY CLERK


MAYOR



MEHLBURGER BRAWLEY

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

WORK ORDER FOR PROFESSIONAL SERVICES

CITY OF MCALESTER / MCALESTER PUBLIC WORKS AUTHORITY

Project Number MC-10-01

This will constitute authorization by the City of McAlester / McAlester Public Works Authority (Owner) for Mehlburger Brawley, Inc. (Engineer) to proceed with the following described as "Project":

Project Description: US 69 Utility Relocate, ODOT J/P 14999(04)

- Coordinate proposed location of water and sewer mains with ODOT planned improvements for US 69 Highway from Comanche Ave. to Peaceable Ave.
- Provide surveying in areas of improvements.
- Prepare engineering Plans and Specifications, P&S, for relocation of water and sewer mains.
- Prepare Application for "Permit to Construct" and coordinate submittal of P&S to the Oklahoma Department of Environmental Quality for authorization.
- Perform all work in accordance with STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES as Prepared by ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE (EJCDC).

The following is not within the scope of this work order and may be added with written amendment to Work Order at the time of construction.

- Prepare bid packages and assist owner in obtaining bids from contractor(s) for the construction of the improvements. Review bids received and make recommendations to Owner.
- Prepare contract documents and coordinate pre-construction meeting.
- Review and approve material submittals from contractor(s).
- Provide construction management services including review of contractors work, approving contractors pay estimates, review change order requests, and be the final judge of acceptance of the work performed by the contractor.
- Provide Resident Project Representative during Construction

For performing the services described, the Engineer is to be paid a lump sum fee of \$45,000.00. The surveying fee will be a lump sum fee of \$5,000.00

The fee for services shall be further broken down as follows:

Surveying	\$ 5,000.00
Engineering Design	<u>\$ 45,000.00</u>
Total Fees	\$ 50,000.00

APPROVED:
City of McAlester

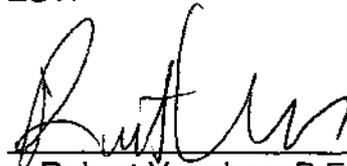
ACCEPTED:
Mehlburger Brawley, Inc.

By: _____
Kevin Priddle
Mayor

By:  _____
Dale Burke, P.E.
Vice President

ATTEST:

ATTEST:

 _____
Robert Vaughan, P.E.
Project Manager

DATE: _____



MEHLBURGER BRAWLEY

THE MERGING OF MRS. INC.
THE MEHLBURGER FIRM - BRAWLEY ENGINEERING CORP.

Preliminary Project Cost Estimate

City of McAlester / McAlester Public Works Authority

1/28/2010

Page 1 of 1

U.S. Highway 69 Water and Sewer Utility Relocation

Item	Description	Unit	Qty*	Unit Price	Total Price
1	10-inch Sewer Main, PVC	Linear Foot	400	\$ 65.00	\$ 26,000.00
2	8-inch Sewer Main, PVC	Linear Foot	1,100	\$ 60.00	\$ 66,000.00
3	8-inch Sewer Main, Ductile Iron Pipe	Linear Foot	60	\$ 85.00	\$ 5,100.00
4	Standard 4-foot Diameter Manhole	Each	5	\$ 3,500.00	\$ 17,500.00
5	Special concrete flume @ Wade Watts to Cover Sewer Main	Lump Sum	1	\$ 5,000.00	\$ 5,000.00
6	16-inch Water Main, Ductile Iron Pipe	Linear Foot	1,400	\$ 100.00	\$ 140,000.00
7	12-inch Water Main, PVC	Linear Foot	300	\$ 60.00	\$ 18,000.00
8	8-inch Water Main, PVC	Linear Foot	1,500	\$ 55.00	\$ 82,500.00
9	16-inch Water Valve	Each	2	\$ 7,000.00	\$ 14,000.00
10	12-inch Water Valve	Each	1	\$ 3,000.00	\$ 3,000.00
11	8-inch Water Valves	Each	1	\$ 1,500.00	\$ 1,500.00
12	Connect to 16-inch Water Main with Valve	Each	3	\$ 10,000.00	\$ 30,000.00
13	Connect to 16-inch Water Main	Each	1	\$ 5,000.00	\$ 5,000.00
14	Connect to 12-inch Water Main with Valve	Each	2	\$ 5,000.00	\$ 10,000.00
15	Connect to 8-inch Water Main with Valve	Each	2	\$ 2,500.00	\$ 5,000.00
16	Connect to 6-inch Water Main with Valve	Each	1	\$ 2,250.00	\$ 2,250.00
17	Pressure Reducing Valve and Valve Vault including valves	Lump Sum	1	\$ 15,000.00	\$ 15,000.00
18	Fire Hydrant Assembly	Each	1	\$ 3,000.00	\$ 3,000.00
19	Extend 20-inch Casing for Water Main	Linear Foot	40	\$ 200.00	\$ 8,000.00
20	Concrete Surface Repair, including Curbs	Linear Foot	1,500	\$ 50.00	\$ 75,000.00
21	Landscaping repair and sodding	Lump Sum	1	\$ 10,000.00	\$ 10,000.00
22	Asphalt Surface Repair	Linear Foot	1,100	\$ 45.00	\$ 49,500.00
23	20-inch Bore and Casing and 14-inch HDPE Carrier Pipe	Linear Foot	200	\$ 275.00	\$ 55,000.00
24	24-inch Bore and Casing and 18-inch HDPE Carrier Pipe	Linear Foot	200	\$ 325.00	\$ 65,000.00
				Construction Subtotal	\$ 711,350.00
				10% Contingency	\$ 70,000.00
				Construction Total	\$ 781,350.00
				Engineering Design Fee	\$ 45,000.00
				Engineering During Construction	\$ 20,000.00
				Resident Project Representative	\$ 20,900.00
				Surveying	\$ 5,000.00
				ODEQ Permit	\$ 700.00
				Total Project Cost	\$ 872,950.00

* Quantities Estimated from available ODOT Plans, Final quantities will not be known until design is completed.

Council Chambers
Municipal Building
April 12, 2010

The McAlester Airport Authority met in a Rescheduled Regular session on Monday, April 12, 2010, at 6:00 P.M. after proper notice and agenda was posted April 8, 2010.

Present: Chris Fiedler, Steve Harrison, John Browne, Robert Karr, Buddy Garvin,
Louis Smitherman, William J. Ervin & Kevin E. Priddle
Absent: None
Presiding: Kevin E. Priddle, Chairman

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

- Approval of the Minutes from the March 23, 2010, Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item E, regarding claims ending April 12, 2010. *(Gayla Duke, Chief Financial Officer)* In amount of \$3,761.19.
- Confirm action taken on City Agenda Item G to re-appointment of David Verner to the Airport Advisory Board for a term to expire January 22, 2012. *(Kevin E. Priddle, Mayor)*
- Confirm action taken on City Agenda Item H to re-appointment of Mike Hogan to the Airport Advisory Board for a term to expire January 22, 2012. *(Kevin E. Priddle, Mayor)*
- Confirm action taken on City Agenda Item I to re-appointment of Stephen Otis to the Airport Advisory Board for a term to expire January 22, 2012. *(Kevin E. Priddle, Mayor)*
- Confirm action taken on City Council Agenda Item 1, McAlester Airport Advisory Board recommendation to renew rental and fuel fee contract with Bren Air, Inc. *(Mel Priddy, Director of Community Services)*

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

AYE: Trustees Garvin, Smitherman, Fiedler, Harrison, Browne, Karr & Chairman Priddle

NAY: None

Chairman Priddle declared the motion carried.

There being no further business to come before the Authority, Mr. Harrison moved for the meeting to be adjourned, seconded by Mr. Karr. The vote was taken as follows:

AYE: Trustees Garvin, Smitherman, Fiedler, Harrison, Browne, Karr & Chairman Priddle

NAY: None

Chairman Priddle declared the motion carried.

Kevin Priddle, Chairman

ATTEST:

Cora Middleton, Secretary

Council Chambers
Municipal Building
April 12, 2010

The McAlester Public Works Authority met in a Rescheduled Regular session on Monday, April 12, 2010, at 6:00 P.M. after proper notice and agenda was posted April 8, 2010.

Present: Chris Fiedler, Steve Harrison, Robert Karr, Buddy Garvin, Louis Smitherman, William J. Ervin & Kevin E. Priddle

Absent: John Browne

Presiding: Kevin E. Priddle, Chairman

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

- Approval of the Minutes from the March 23, 2010, Regular Meeting of the McAlester Public Works Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item E, regarding claims ending April 12, 2010. *(Gayla Duke, Chief Financial Officer)* In the amount of \$204,443.02.
- Confirm action taken on City Council Agenda Item 3, a Personal Service Agreement with Larry Cox for Hay Baling on McAlester Water Shed and the Southside Industrial Park in the amount of \$3,120.00. *(Mel Priddy, Director of Community Services)*
- Confirm action taken on City Council Agenda Item 4, an Ordinance amending Ordinance No. 2327, which established the budget for fiscal year 2009-2010; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Gayla Duke, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 5, authorizing the Mayor to sign a Lease Purchase Agreement upon City Attorney review for the lease of one truck-mounted asphalt patcher, one emulsion storage tank, one truck, and material to build aggregate storage bin and tank containment. *(John C. Modzelewski, PE, Director of Engineering and Public Works)*
- Confirm action taken on City Council Agenda Item 8, a Work Order for Mehlburger Brawley Corporation for engineering services required for the design of construction of the U.S. 69 Utility Relocate, ODOT State Job No. 14999 (04) as required by the Oklahoma Department of Transportation. *(Peter J. Stasiak, Acting City Manager)*

- Confirm action taken on City Council Agenda Item 9, authorizing the Mayor to sign a contract upon City Attorney review with Allied Waste Services of Alderson for the City of McAlester's solid waste collection, removal and disposal. (*John C. Modzelewski, PE, Director of Engineering and Public Works*)

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

AYE: Trustees Smitherman, Fiedler, Harrison, Browne, Karr, Garvin & Chairman Priddle

NAY: None

Chairman Priddle declared the motion carried.

There being no further business to come before the Authority, Mr. Harrison moved for the meeting to be adjourned, seconded by Mr. Smitherman. The vote was taken as follows:

AYE: Trustees Smitherman, Fiedler, Harrison, Browne, Karr, Garvin & Chairman Priddle

NAY: None

Chairman Priddle declared the motion carried.

Kevin Priddle, Chairman

ATTEST:

Cora Middleton, Secretary

Council Chambers
Municipal Building
March 23, 2010

The McAlester Retirement Trust Authority met in Regular session on Tuesday, March 23, 2010 at 6:00 P.M. after proper notice and agenda was posted March 17, 2010.

Present: Chris Fiedler, John Browne, Robert Karr, Buddy Garvin, Louis Smitherman, William J. Ervin & Kevin E. Priddle
Absent: John Browne
Presiding: Kevin E. Priddle, Chairman

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

- Approval of the Minutes from the February 23, 2010, Regular Meeting of the McAlester Retirement Trust Authority. (*Cora Middleton, City Clerk*)
- Approval of Retirement Benefit Payments for the Period of March 2010. (*Gayla Duke, Chief Financial Officer*) In the amount of \$44,465.79.

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

AYE: Trustees Karr, Garvin, Smitherman, Fiedler, Harrison & Mayor Priddle
NAY: None

Chairman Priddle declared the motion carried.

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

AYE: Trustees Karr, Garvin, Smitherman, Fiedler, Harrison & Mayor Priddle
NAY: None

Chairman Priddle declared the motion carried.

Kevin E. Priddle, Chairman

ATTEST:

Cora Middleton, Secretary