



# McAlester City Council

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## NOTICE OF MEETING

### Amended Regular Meeting Agenda

Tuesday, June 26, 2012 – 6:00 pm  
McAlester City Hall – Council Chambers  
28 E. Washington

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

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

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

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

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

#### **CALL TO ORDER**

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*Announce the presence of a Quorum.*

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

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Mother Stephanie Swinnea, All-Saints Episcopal Church

#### **ROLL CALL**

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

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

**CONSENT AGENDA**

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

- A. Approval of the Minutes from the June 12, 2012 Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for June 6-June 19, 2012. *(Toni Ervin, Chief Financial Officer)*
- C. Accept and place on file the ADA Yearly Report. *(Mel Priddy, Director Community Services)*
- D. Ratify and approve a one year Financial Advisor Services Agreement between Municipal Finance Services, Inc. and the City of McAlester. *(Cora Middleton, City Clerk)*
- E. Ratify and approve a one year agreement between the Public Finance Law Group and the City of McAlester, Oklahoma to engage as bond counsel for the purposes of consultation on any contemplated financing which the City or the Authority may undertake. *(Peter J. Stasiak, City Manager)*
- F. Ratify and approve a one year Lease No. DTFA07-97-L-01137, Outer Marker, (OM) Site and Access Road, McAlester Municipal Airport, between The United States of America and the City of McAlester, Oklahoma. *(Cora Middleton, City Clerk)*
- G. Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and the Oklahomans for Independent Living. *(Peter J. Stasiak, City Manager)*
- H. Consider and act upon, authorizing the Mayor to sign a City County Agreement for a Joint Civil Defense/Emergency Management Administration between the Board of County Commissioners of Pittsburg County of Oklahoma and the City of McAlester. *(Peter J. Stasiak, City Manager)*
- I. Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester Public Works Project and the Oklahoma Department of Corrections (Prisoners Public Works). *(Peter J. Stasiak, City Manager)*
- J. Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and Main Street Association. *(Peter J. Stasiak, City Manager)*
- K. Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and Pride-in-McAlester. *(Peter J. Stasiak, City Manager)*
- L. Consider and act upon, authorizing the Mayor to sign an Equipment Maintenance Agreement between the City of McAlester and BizTel Business Telephone Systems for July 1, 2012 through June 30, 2013. (No increase in service rates – same as last year.) *(Peter J. Stasiak, City Manager)*

## ITEMS REMOVED FROM CONSENT AGENDA

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### PUBLIC HEARING

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

### SCHEDULED BUSINESS

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1. Discussion and review of quarterly update provided by the McAlester Public Schools.  
*(Marsha Gore, McAlester School Superintendent)*

#### Executive Summary

Discussion and possible action to approve placing on file the quarterly report provided by the McAlester Public Schools.

2. a) Presentation on the McAlester Master Trails Plan. *(Mike Harmon and Keith Franklin, LandPlan Consultants Inc.)*  
b) Consider, and act upon, a Resolution to adopt the McAlester Master Trails Plan.

#### Executive Summary

Motion to approve Resolution adopting the McAlester Master Trails Plan.

3. a) Presentation of the City of McAlester Financial Report ending May 31, 2012.  
*(Toni Ervin, Chief Financial Officer)*  
b) Accept and place on file the presentation of the City of McAlester Financial Report ending May 31, 2012.

#### Executive Summary

City of McAlester Financial Report ending May 31, 2012. Except and place on file.

4. Tabled at previous meeting: Consider, and act upon, an award bid to Total Investment Company for future construction of FAA AIP 3-40-0057-011 & 012-2011 and OAC Project #MLCC-12-75 at McAlester Regional Airport. This project is to improve safety area, remove obstruction and improve runway obstacle free area. *(Mel Priddy, Community Services Director)*

#### Executive Summary

Motion to approve an award bid of \$1,550,086.00 to Total Investment Company for construction of FAA AIP 3-40-0057-011 & 012-2011 and OAC Project #MLCC-12-75 at McAlester Regional Airport and authorize the mayor to sign all the required documents, the construction contract, the sponsor's certifications, and any other documents related to the FAA-AIP or OAC Project.

5. Consider, and act upon, a request from Allied Waste/Republic Services increasing the solid waste collection rate for Residential customers by 2.5% based on the increase in the CPI for Urban Wage Earners and Clerical Workers "All Items Index" Midwest Region,

Size Class D (50,000 or less) and the U.S. City Average, other Motor Fuels as of April 2012.

Executive Summary

Motion to approve the new service residential rate increase of 2.5% based on the CPI for Urban Wage Earners and Clerical Workers "All Items Index" Midwest Region, Size Class D (50,000 or less) and the U.S. City Average, other Motor Fuels as of April 2012.

6. Consider, and act upon, approval of On-site shredding agreement with Shred-it for automatic monthly shredding service at City Hall. *(Cora Middleton, City Clerk)*

Executive Summary

Motion to approve agreement with Shred-it for automatic monthly On-site shredding service at City Hall.

7. Discussion on Code Violations and Condemnation Process. *(Councilman Travis Read)*

Executive Summary

Discussion on Code Violations and Condemnation Process.

8. Consider, and act upon, the First Amendment to the Participation Agreement with the Association for Landfill Financial Assurance. *(John C. Modzelemski, P.E., City Engineering and Public Works, Director)*

Executive Summary

Motion to approve and authorize the Mayor to sign the First Amendment to the Participation Agreement with the Association for Landfill Financial Assurance after review and approval by 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 (Peter J. Stasiak)**

- Report on activities for the past two weeks.

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

## **MAYORS COMMENTS AND COMMITTEE APPOINTMENTS**

## **RECESS COUNCIL MEETING**

## **CONVENE AS McALESTER AIRPORT AUTHORITY**

*Majority of a Quorum required for approval*

- Approval of the Minutes from the June 12, 2012 Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending June 19, 2012. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item D, Ratify and approve a one year Financial Advisor Services Agreement between Municipal Finance Services, Inc. and the City of McAlester. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item E, Ratify and approve a one year agreement between the Public Finance Law Group and the City of McAlester, Oklahoma to engage as bond counsel for the purposes of consultation on any contemplated financing which the City or the Authority may undertake. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item F, Ratify and approve a one year Lease No. DTFA07-97-L-01137, Outer Marker, (OM) Site and Access Road, McAlester Municipal Airport, between The United States of America and the City of McAlester, Oklahoma. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item H, authorizing the Mayor to sign a City County Agreement for a Joint Civil Defense/Emergency Management Administration between the Board of County Commissioners of Pittsburg County of Oklahoma and the City of McAlester. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item I, authorizing the Mayor to sign a contract between the City of McAlester Public Works Project and the Oklahoma Department of Corrections (Prisoners Public Works). *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item L, authorizing the Mayor to sign an Equipment Maintenance Agreement between the City of McAlester and BizTel Business Telephone Systems for July 1, 2012 through June 30, 2013. (No increase in service rates – same as last year.) *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 2, Resolution to adopt the McAlester Master Trails Plan.
- Confirm action taken on City Council Agenda Item 3,
  - a) Presentation of the City of McAlester Financial Report ending May 31, 2012. *(Toni Ervin, Chief Financial Officer)*
  - b) Accept and place on file the presentation of the City of McAlester Financial Report ending May 31, 2012.
- Confirm action taken on City Council Agenda Item 4, an award bid to Total Investment Company for future construction of FAA AIP 3-40-0057-011 & 012-2011 and OAC

Project #MLCC-12-75 at McAlester Regional Airport. This project is to improve safety area, remove obstruction and improve runway obstacle free area. *(Mel Priddy, Community Services Director)*

- Confirm action taken on City Council Agenda Item 6, approval of On-site shredding agreement with Shred-it for automatic monthly shredding service at City Hall. *(Cora Middleton, City Clerk)*

## ADJOURN MAA

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

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*Majority of a Quorum required for approval*

- Approval of the Minutes from the June 12, 2012 Regular Meeting of the McAlester Public Works Authority *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending June 19, 2012. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item D, Ratify and approve a one year Financial Advisor Services Agreement between Municipal Finance Services, Inc. and the City of McAlester. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item E, Ratify and approve a one year agreement between the Public Finance Law Group and the City of McAlester, Oklahoma to engage as bond counsel for the purposes of consultation on any contemplated financing which the City or the Authority may undertake. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item F, Ratify and approve a one year Lease No. DTFA07-97-L-01137, Outer Marker, (OM) Site and Access Road, McAlester Municipal Airport, between The United States of America and the City of McAlester, Oklahoma. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item H, authorizing the Mayor to sign a City County Agreement for a Joint Civil Defense/Emergency Management Administration between the Board of County Commissioners of Pittsburg County of Oklahoma and the City of McAlester. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item I, authorizing the Mayor to sign a contract between the City of McAlester Public Works Project and the Oklahoma Department of Corrections (Prisoners Public Works). *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item L, authorizing the Mayor to sign an Equipment Maintenance Agreement between the City of McAlester and BizTel Business

Telephone Systems for July 1, 2012 through June 30, 2013. (No increase in service rates – same as last year.) *(Peter J. Stasiak, City Manager)*

- Confirm action taken on City Council Agenda Item 2, Resolution to adopt the McAlester Master Trails Plan.
- Confirm action taken on City Council Agenda Item 3,
  - a) Presentation of the City of McAlester Financial Report ending May 31, 2012. *(Toni Ervin, Chief Financial Officer)*
  - b) Accept and place on file the presentation of the City of McAlester Financial Report ending May 31, 2012.
- Confirm action taken on City Council Agenda Item 5, a request from Allied Waste/Republic Services increasing the solid waste collection rate for Residential customers by 2.5% based on the increase in the CPI for Urban Wage Earners and Clerical Workers “All Items Index” Midwest Region, Size Class D (50,000 or less) and the U.S. City Average, other Motor Fuels as of April 2012.
- Confirm action taken on City Council Agenda Item 6, approval of On-site shredding agreement with Shred-it for automatic monthly shredding service at City Hall. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item 8, First Amendment to the Participation Agreement with the Association for Landfill Financial Assurance. *(John C. Modzelewski, P.E., City Engineering and Public Works, Director)*

#### ADJOURN MPWA

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

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*Majority of a Quorum required for approval*

- Approval of the Minutes from the May 22, 2012, Regular Meeting of the McAlester Retirement Trust Authority. *(Cora Middleton, City Clerk)*
- Approval of Retirement Benefit Payments for the Period of June 2012. *(Toni Ervin, Interim Chief Financial Officer)*

#### ADJOURN MRTA

#### **RECONVENE COUNCIL MEETING**

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#### **ADJOURNMENT**

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**CERTIFICATION**

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

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**Cora M. Middleton, City Clerk**

Council Chambers  
Municipal Building  
June 12, 2012

The McAlester City Council met in Regular session on Tuesday, June 12, 2012, at 6:00 P.M. after proper notice and agenda was posted, June 11, 2012, at 4:02 P. M.

**Call to Order**

Mayor Harrison called the meeting to order.

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

**Roll Call**

Council Roll Call was as follows:

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

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

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

Stephanie Shafer addressed the Council informing them that Pride in McAlester had stated a community work day. She commented that it would be used to complete specific projects. She reminded them of the "Preservation Oklahoma and the Historic Preservation" workshop that was scheduled for Tuesday.

**Consent Agenda**

- A. Approval of the Minutes from the May 15, 2012 Special Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of the Minutes from the May 22, 2012 Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- C. Approval of the Minutes from the May 29, 2012 Special Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*

- D. Approval of Claims for May 16-June 5, 2012. *(Toni Ervin, Chief Financial Officer)* In the following amounts: General Fund - \$88,071.13; Nutrition - \$902.65; Landfill Res./Sub-Title D - \$1,450.53; Tourism Fund - \$9,017.35; SE Expo Center - \$8,207.59; E-911 -- \$2,613.57; Economic Development - \$131,227.20; Gifts & Contributions - \$250.00; Fleet Maintenance - \$21,469.26; Worker's Compensation - \$941.68 and CIP Fund - \$133,199.67.
- E. Concur with Mayor's Appointment of Ms. Jane Woodliff to the Southeastern Public Library Advisory Board for a term to expire May, 2017. *(Mayor Steve Harrison)*
- F. Ratify and approve an Entity Addendum for a one year term between Blackboard Connect Inc. and City of McAlester. *(Cora Middleton, City Clerk)*
- G. Ratify and approve an agreement indenture lease for a one year term between the City of McAlester, the McAlester Airport Authority and the First National Bank and Trust Company of McAlester for the purpose of leasing an airport hangar. *(Cora Middleton, City Clerk)*
- H. Concur with Oklahoma Municipal Assurance Group recommendation to deny Claim No.32138-ME. *(Cora Middleton, City Clerk)*
- I. Authorize the Pittsburg County NAACP permission to use Michal J. Hunter Park, 14<sup>th</sup> & Chickasaw on Saturday, June 16, 2012 from 9:00 a.m. until 12:00 noon to hold their "**Juneteenth**" ceremony. *(Cora Middleton, City Clerk)*
- J. Accept and place on file MPower Fiscal Year 2011-2012 - 3<sup>rd</sup> Quarterly Report. *(Shari Cooper, MPower, Executive Director)*
- K. Ratify and approve an agreement for a one year term for Legal Services with Ervin & Ervin, Attorneys at Law, L.L.P. firm. *(Peter J. Stasiak, City Manager)*

Mayor Harrison requested that item "D" be removed for individual consideration.

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

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

NAY: None

Mayor Harrison declared the motion carried.

### **Items removed from Consent Agenda**

- D. Approval of Claims for May 16-June 5, 2012. *(Toni Ervin, Chief Financial Officer)* In the following amounts: General Fund - \$88,071.13; Nutrition - \$902.65; Landfill Res./Sub-Title D - \$1,450.53; Tourism Fund - \$9,017.35; SE Expo Center - \$8,207.59; E-911 -- \$2,613.57;

Economic Development - \$131,227.20; Gifts & Contributions - \$250.00; Fleet Maintenance - \$21,469.26; Worker's Compensation - \$941.68 and CIP Fund - \$133,199.67.

A motion was made by Councilman Read and seconded by Vice-Mayor Mason to approve "Consent Agenda item D".

Before the vote, Mayor Harrison stated that he had pulled this because there was a payment to him on the claims.

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

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

NAY: None

ABSTAIN: (counted as no) Mayor Harrison

Mayor Harrison declared the motion carried.

A motion was made by Councilman Read and seconded by Councilman Smith for a Public Hearing concerning an Ordinance and to receive Public comments on the proposed Fiscal Year 2012/2013 Annual Operating Budget.

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

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

NAY: None

Mayor Harrison declared the motion carried, and the Public Hearing was opened at 6:05 P.M.

### **Public Hearing**

- Receive Public comment on City of McAlester Proposed Fiscal Year 2012/2013 Annual Operating Budget.
- An Ordinance of the City of McAlester, Oklahoma, amending Ordinance No. 2392 which established the budget for fiscal year 2011-2012; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency.

There were no comments or discussion.

A motion was made by Councilman Smith and seconded by Councilman Read to close the Public Hearing, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried, and the Public Hearing was closed at 6:06 P.M.

**Scheduled Business**

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

Executive Summary

Motion to approve the budget amendment ordinance.

**ORDINANCE NO. 2424**

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

A motion was made by Councilman Karr and seconded by Councilman Smith to approve **ORDINANCE NO. 2424.**

Before the vote, Ms. Ervin reviewed the exhibits with the Council explaining that the first exhibit would re-purpose appropriated funds from the CDBG-EDIF project with Hampel Oil Distributors and the second exhibit was to appropriate funds for a backhoe at the Cemetery.

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

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

NAY: None

Mayor Harrison declared the motion carried.

A motion was made by Councilman Garvin and seconded by Councilman Karr to approve the EMERGENCY CLAUSE.

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

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

NAY: None

Mayor Harrison declared the motion carried.

2. Consider, and act upon, a Resolution to Extend the Term of the Cable Television Permit for the Allegiance Communications, LLC to five (5) years, which will expire on October 28, 2017. *(Peter J. Stasiak, City Manager)*

Executive Summary

Motion to approve the Resolution to extend the Allegiance Communications, LLC permit for five (5) years.

Councilman Karr moved to approve RESOLUTION NO. 12-08, extending the term of the Cable Television Permit for the Allegiance Communications, LLC to five (5) years, which will expire on October 28, 2017. The motion was seconded by Councilman Garvin.

Before the vote, there was a lengthy discussion among the Council including Manager Stasiak and Mr. Greg Harrison of Allegiance Communications regarding the reason to consider this matter before the actual renewal date, if the issues had been addressed, tabling until a later date, if the City had any avenue for enforcing the quality of the service and the company continuing to work on improvements until the permit was renewed.

Vice-Mayor Mason moved to table the item for at least thirty (30) days. The motion was seconded by Councilman Smith.

Before the vote, Mayor Harrison proposed that Allegiance Communications report to the Council on a periodic basis.

Mr. Harrison stated that the company was owned by a group of investors and they were reason for the pressure to renew the permit. There was no further discussion, and the vote to table was taken as follows:

AYE: Councilman Smith & Mason

NAY: Councilman Read, Karr, Garvin & Mayor Harrison

Mayor Harrison declared the motion failed.

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

AYE: Councilman Read, Karr, Garvin & Mayor Harrison

NAY: Councilman Smith & Mason

Mayor Harrison declared the motion carried.

3. Consider, and act upon, awarding bid proposal from Oklahoma Municipal Assurance Group (OMAG) for General Liability, Property, Auto Fleet and Equipment Insurance coverage. *(Cora Middleton, City Clerk)*

Executive Summary

Motion to award bid proposal to Oklahoma Municipal Assurance Group (OMAG) for General Liability, Property, Auto Fleet and Equipment Insurance coverage choosing the \$1,000.00 deductible option.

A motion was made by Councilman Smith and seconded by Councilman Read to award bid proposal to Oklahoma Municipal Assurance Group (OMAG) for General Liability, Property, Auto Fleet and Equipment Insurance coverage choosing the \$1,000.00 deductible option.

Before the vote, Ms. Middleton informed the Council that the City had opened sealed proposals for insurance services for General Liability, Property, Auto Fleet and Equipment Insurance coverage. The City had mailed proposal packages to four (4) insurances and two (2) more were picked up from the City Clerk's Office. The City received only one (1) bid, from OMAG. Ms.

Middleton commented that the City had extended the deadline to receive proposals thirty (30) days at the request of one of the agencies.

There was a brief discussion among the Council concerning the other insurance companies that had received the proposal packages, the history of the City's experience and the City Manager's recommendation. The vote was then taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

4. Consider, and act upon, awarding bid proposal from Jordan-Carris Insurance for Excess Worker's Compensation Insurance coverage. *(Cora Middleton, City Clerk)*

Executive Summary

Motion to approve awarding bid proposal from Jordan-Carris Insurance for Excess Worker's Compensation Insurance coverage choosing the Option #3 at \$53,921 Premium option with a \$450,000/ \$500,000 retention.

Councilman Read moved to authorize the Mayor to accept proposal from Jordan-Carris Insurance for Excess Worker's Compensation Insurance coverage choosing the Option #3 at \$53,921 Premium option with a \$450,000/ \$500,000 retention. The motion was seconded by Councilman Smith.

Before the vote, Ms. Ervin addressed the Council explaining that on May 30, 2012, the City of McAlester opened sealed proposals for insurance services for Excess Worker's Compensation. The City advertised for and worked with other insurance carriers to receive bids, but the City received only one (1) bid, from Jordan-Carris. Included is a comparison of the deductible options submitted. Ms. Ervin commented that the deadline to receive proposals for this had also been extended thirty (30) days. She then stated that with the past experience related to this coverage she saw no reason to increase the retention level.

Councilman Smith asked for clarification of the levels of retention and experience. There was no further discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

5. Discussion, and possible action, on approval of certain costs related to the Fire Department. Funds to be used from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services. *(Brett Brewer, Fire Chief)*

Executive Summary

Motion to approve the purchase of Structural Firefighting Boots, with funds to be used from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services.

A motion to approve the purchase of Structural Firefighting Boots, with funds to be used from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services was made by Councilman Karr and seconded by Councilman Smith.

Before the vote, Chief Brewer addressed the Council regarding the purchase of the boots for the Firefighters. He stated that the boots that Firefighters were currently wearing were seven (7) to ten (10) years old. Chief Brewer commented that the County had sent this item out for bids and the County Commissioners had awarded the bid to Casco Industries.

Councilman Read inquired to the number of pairs of boots that were to be purchased. Chief Brewer informed the Council that forty-two (42) pairs at \$315.00 each. There was no further discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

6. Consider, and act upon, an award bid to Total Investment Company for future construction of FAA AIP 3-40-0057-011 & 012-2011 and OAC Project #MLCC-12-75 at McAlester Regional Airport. This project is to improve safety area, remove obstruction and improve runway obstacle free area. *(Mel Priddy, Community Services Director)*

Executive Summary

Motion to approve an award bid of \$1,550,086.00 to Total Investment Company for construction of FAA AIP 3-40-0057-011 & 012-2011 and OAC Project #MLCC-12-75 at McAlester Regional Airport and authorize the mayor to sign all the required documents, the construction contract, the sponsor's certifications, and any other documents related to the FAA-AIP or OAC Project.

A motion to approve an award bid of \$1,550,086.00 to Total Investment Company for construction of FAA AIP 3-40-0057-011 & 012-2011 and OAC Project #MLCC-12-75 at McAlester Regional Airport and authorize the mayor to sign all the required documents, the construction contract, the sponsor's certifications, and any other documents related to the FAA-AIP or OAC Project was made by Councilman Smith and seconded by Councilman Garvin.

Before the vote, Mel Priddy addressed the Council explaining that three (3) bids had been received for this project and the City's consultant, LBR, Inc. had recommended Total Investment Company as the low bidder.

There was a lengthy discussion among the Council regarding the FAA's environmental determination for the project, what was known about the Total Investment Company, the percentage that the City would pay, possibly tabling the item until the FAA had issued their determination and the reputation that LBR had.

Mayor Harrison commented that if the Council concurred he would pull this item and address it, if the information was available, at the Special Meeting on June 19, 2012 if not then at the Regular meeting on June 26, 2012.

7. Consider, and act upon, an Agreement with U.S. Cellular for cellular telephone and communication services. (*Peter J. Stasiak, City Manager and James Stanford, IT Computer Specialist*)

Executive Summary

Motion to approve a Business Customer Service Agreement between U.S. Cellular and the City of McAlester.

A motion was made by Councilman Garvin and seconded by Councilman Smith to approve a Business Customer Service Agreement between U.S. Cellular and the City of McAlester.

Before the vote, Manager Stasiak informed the Council that this was the annual agreement for telephone service for all City employees. He stated that with this agreement the City would see a \$400.00 per month decrease in charges.

City Attorney Ervin commented on some language in the contract that needed to be addressed. He commented that the arbitration language needed to be modified and the governing law needed to be stricken from the agreement or remove the first sentence. He also commented that the language concerning the state of California on page fifteen (15) needed to be stricken as well.

Mayor Harrison asked Councilmen Garvin and Smith if they would agree to amend the motion to include the changes that were recommended by the City Attorney. Both Councilmen agreed.

Councilman Karr asked for clarification on the number of telephones and which City employees they were issued to.

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

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

NAY: None

Mayor Harrison declared the motion carried.

8. Consider and Act to Dissolve or Recognize the Dissolution of the McAlester Parking Authority. (*William J. Ervin, Jr., City Attorney*)

Executive Summary

Staff recommends that the Council take action to formally dissolve, or to formally recognize the dissolution of the McAlester Parking Authority.

Mayor Harrison stated that he would open this item up for review from the City Attorney before entertaining a motion.

Mr. Ervin commented that this item had been brought to his attention by Vice-Mayor Mason. He stated that the Vice-Mayor was concerned that the Authority had not met in quite a while and it was not functioning. He informed the Council that this was an Irrevocable Trust and there were specific steps that had to be taken to dissolve the Trust. He commented that he was asking for guidance from the Council to what direction the Council wanted taken.

There was a brief discussion between Vice-Mayor Mason and City Attorney Ervin regarding the language in the Trust Indenture, the original purpose of the Trust and the information that had been supplied to the Vice-Mayor.

Mayor Harrison commented that the Trust had been created to issue debt, that debt no longer existed and the McAlester Public Works Authority could issue debt if necessary. He recommended that the City Attorney to prepare the Resolution for the Council and proceed with the steps to dissolve the Authority.

Mr. Ervin commented that he could have the item for consideration by the second meeting in July.

There was no vote on this item.

9. Consider, and act upon, authorizing the purchase of one New and Unused 2012 heavy duty work truck with service bed. (*John C. Modzelewski, P.E., City Engineer and PW Director*)

Executive Summary

Motion to approve the purchase of one New and Unused 2012 heavy duty work truck with service bed at a cost of \$34,365.00, from Nix Ford, Inc., located at 720 South George Nigh Expressway, McAlester, Oklahoma.

A motion was made by Councilman Karr and seconded by Councilman Read to approve the purchase of one New and Unused 2012 heavy duty work truck with service bed.

Before the vote, John Modzelewski addressed the Council stating that this truck would replace a 1996 one ton utility truck that was no longer serviceable. He added that Bid Specifications were sent to seven (7) vendors and advertised twice. At the bid opening only two (2) bids were received and this truck meets the minimum requirements set forth in the specifications.

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

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

NAY: None

Mayor Harrison declared the motion carried.

10. Consider and act upon, a contract for economic development services between the City of McAlester and MPower Economic Development Corporation. (*Peter J. Stasiak, CM*)

Executive Summary

The Council committee, appointed by Mayor Harrison, following several meetings with the MPower committee recommends approval by the McAlester City Council.

A motion was made by Councilman Read and seconded by Councilman Garvin to approve a contract for economic development services between the City of McAlester and MPower Economic Development Corporation.

Before the vote, Mayor Harrison stated that this contract was the result from the work of a Sub-Committee of the Council and MPower.

Councilman Read commented that the group met approximately four (4) times with the Council Sub-Committee furnishing expectations, for the next year, to MPower. He stated that MPower informed the sub-committee of the costs to perform those services and this amount was approximately a 27% increase from last years' budget. He added that MPower was intending to hire a third person to perform only clerical duties enabling the director to devote more time to economic duties.

There was a brief discussion among the Council including the City Attorney regarding the contracts legal form, if there were any increases in salaries and the increase in legal and professional budget.

Councilman Mason moved to amend the previous motion to accept the MPower Economic Development Corporation contract on receipt of submittal of the fully executed document by MPower and authorize the Mayor to sign said contract following Council acceptance of the FY 2012-2013 budget. The motion was seconded by Councilman Read.

Mayor Harrison commented on the work done by the Council Sub-Committee stating that this process might be effective next year with the other organizations that the City funded.

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

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

NAY: None

Mayor Harrison declared the motion carried.

11. Consider and act upon, the funding of McAlester Main Street Association in the amount of \$28,000 and for FY 1213. *(Peter J. Stasiak, CM)*

Executive Summary

Motion to approve the funding of \$28,000 to McAlester Main Street Association for FY 1213 and approval of FY 1213 Budget.

A motion was made by Councilman Read and seconded by Councilman Karr to approve the funding of \$28,000.00 to McAlester Main Street Association for FY 1213 and approval of FY 1213 Budget.

Before the vote, Manager Stasiak commented that at the last budget work shop staff was asked to meet with both Pride in McAlester and Main Street to develop a more realistic budget. He added that he met with both Ms. Ervin and Ms. Shafer to discuss those requests.

There was as brief discussion, regarding the previous year's funding, a forthcoming contract and having goals and objections from the other organizations that the City funded.

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

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

Mayor Harrison declared the motion carried.

12. Consider and act upon, the funding of Pride-in-McAlester in the amount of \$60,000 for FY 1213. *(Peter J. Stasiak, CM)*

Executive Summary

Motion to approve the funding of \$60,000 to Pride-in-McAlester for FY 1213 and approval of FY 1213 Budget.

A motion was made by Councilman Read and seconded by Councilman Smith to approve the funding of Pride-in-McAlester in the amount of \$60,000 for FY 1213.

Before the vote, Manager Stasiak informed the Council that he had met with Ms. Shafer and Justin Few to discuss the request. He added that the increase was based on realistic expectations.

Councilman Smith inquires about the percentage of the increase.

Manager Stasiak commented that it was approximately 54.6%.

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

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

Mayor Harrison declared the motion carried.

### **New Business**

There was no new business.

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

Manager Stasiak asked that David Medley review the recent problems that the City had experienced with the water.

David Medley addressed the Council reviewing the recent problems that the City had experienced with the water that was supplied to the citizens and the steps that had been taken to correct the problems. He commented that this had been a rare situation.

Manager Stasiak informed the Council that the Landfill hours to accept brush had been extended to Saturday. He encouraged everyone to go to the new City website and see the improvements that had been made.

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

There were no comments from the Council.

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

Mayor Harrison had no comments or appointments.

### **Recess Council Meeting**

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

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

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

NAY: None

Mayor Harrison declared the motion carried and the meeting was recessed at 7:45 P.M.

### **Reconvene Council Meeting**

The Regular Meeting was reconvened at 7:46 P.M.

Councilman Smith moved to recess the Regular Meeting for an Executive Session to discuss negotiations concerning employees and representatives of employee groups: IAFF, in accordance with Title 25, Sec. 307.B.2 and for Confidential communications between a public body and its attorney concerning a pending investigations, claims, or actions, more particularly: IAFF, Case No. CV-2012-70, in accordance with Title 25, Sec. 307.B.4. The motion was seconded by Councilman Read.

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

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

NAY: None

Mayor Harrison declared the motion carried and the Regular Meeting was recessed 7:47 P.M.

### **Executive Session**

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

- 1) Proposed executive session pursuant to Title 25, Sec. 307 (B) (2) to discuss negotiations concerning employees and representatives of employee groups: IAFF

- 2) Proposed executive session pursuant to Title 25, Sec. 307 (B) (4) for Confidential communications between a public body and its attorney concerning a pending investigations, claims, or actions, more particularly: IAFF, Case No. CV-2012-70.

### **Reconvene Council Meeting**

The Regular Meeting was reconvened at 8:16 P.M. Mayor Harrison reported that the Council had recessed the Regular Meeting for an Executive Session to discuss negotiations concerning employees and representatives of employee groups: IAFF, in accordance with Title 25, Sec. 307.B.2, and for Confidential communications between a public body and its attorney concerning a pending investigations, claims, or actions, more particularly: IAFF, Case No. CV-2012-70, in accordance with Title 25, Sec. 307.B.4. Only that matter was discussed, no action was taken, and the Council returned to open session at 8:16 P.M., and this constituted the Minutes of the Executive Session.

- Consider, and act, to authorize filing of an appeal from the May 17, 2012, Public Employee Relations Board order in matter number 2011-ULPC-510.

Vice-Mayor Mason moved to authorize filing of an appeal from the May 17, 2012, Public Employee Relations Board order in matter number 2011-ULPC-510. The motion was seconded by Councilman Garvin.

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

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

NAY: None

Mayor Harrison declared the motion carried.

### **Adjournment**

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

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

NAY: None

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

ATTEST:

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

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

**CLAIMS FROM**

**JUNE 6, 2012  
THRU  
JUNE 19, 2012**







PAID BY: 8084 CLAIMS FOR 4/14/2012

VENUE: 01

FUND: 1 GENERAL FUND

VENUE	NAME	ITEM #	G/O ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-01-0000	EMPLOYEE SERVICE SUPPLIES					
		1-01-0000	01-1012277	OPERATING SUP MIDD OFFICE SUPPLIES	060374	73.24
		1-01-0000	01-1012277	OPERATING SUP MIDD OFFICE SUPPLIES	061379	211.61
		1-01-0000	01-1012277	OPERATING SUP MIDD OFFICE SUPPLIES	060374	4.99
		1-01-0000	01-1012277	OPERATING SUP MIDD OFFICE SUPPLIES	060374	1.11
		1-01-0000	01-1012277	OPERATING SUP MIDD OFFICE SUPPLIES	060374	133.87
		1-01-0000	01-1012277	OPERATING SUP MIDD OFFICE SUPPLIES	060374	1.11
		1-01-0000	01-1012277	OPERATING SUP MIDD OFFICE SUPPLIES	060374	43.44
1-01-0111	INFORMATION TECHNOLOGIES					
		1-01-0111	01-1012277	CONTRACTED PR CONTRACTED SUP-MAY 2012	060374	2,620.44
1-01-0400	INDV AD EXPD EXPD					
		1-01-0400	01-1012277	EMPLOYEE TRAVEL TRAVEL EXPENSE-TRAVEL EXP	061379	478.00
1-01-0400	INTEGRAL OPERATIONAL B					
		1-01-0400	01-1012277	PHYSICALS EMPLOYMENT PHYSICAL	061379	95.00
1-01-0500	MAINT BRANNON CURB CUT					
		1-01-0500	01-1012277	CONTRACTED PR MONTHLY INMADE PERS	060374	98.00
1-01-0500	CONSTRUCTION TO DND					
		1-01-0500	01-1012277	STREET REPAIR ASPHALT P & P PATCHING	060374	474.00
		1-01-0500	01-1012277	STREET REPAIR ASPHALT P&P PATCHING	060374	119.58
		1-01-0500	01-1012277	STREET REPAIR ASPHALT P&P PATCHING	061379	541.47
		1-01-0500	01-1012277	STREET REPAIR ASPHALT P&P PATCHING	061379	1,436.18
1-01-0500	SMITH & DUNN					
		1-01-0500	01-1012277	REPAIRS & MAINT TIRE REPAIRS & GRIP LEE	060374	301.00
1-01-0500	MIAMI BEACH AUTOMOTIVE					
		1-01-0500	01-1012277	REPAIRS & MAINT MISC VEHICLES AIR SERVICE	060374	281.46
1-01-0500	REPAIRS & MAINT					
		1-01-0500	01-1012277	CONTRACTED PR CONTRACT RECEPTIONIST SUP	061379	111.00
1-01-0500	LABORATORY TRANSPORT #					
		1-01-0500	01-1012277	DRUG TESTING MONTHLY DRUG TESTING	060374	50.00
		1-01-0500	01-1012277	DRUG TESTING MONTHLY DRUG TESTING	060374	50.00
		1-01-0500	01-1012277	DRUG TESTING MONTHLY DRUG TESTING	060374	50.00
		1-01-0500	01-1012277	DRUG TESTING MONTHLY DRUG TESTING	060374	170.00
1-01-0500	REPAIRS					
		1-01-0500	01-1012277	LEASE PAYMENT 12 YR LEASE ON BUDGET	060374	300.00
		1-01-0500	01-1012277	CONTINGENCY BOND MEDICAL PROVIDER	060374	4,000.00
1-01-0500	REPAIRS & MAINT					
		1-01-0500	01-1012277	REPAIRS & MAINT MISC REPAIRS & MAINT ITEMS	061379	1,000.00
		1-01-0500	01-1012277	REPAIRS & MAINT MISC REPAIRS & MAINT ITEMS	061379	1,000.00



PACKET: 0214 CLAIMS FOR 8/26/2012

UNIT OR EXT: 1

FOUN: 1 01 GENERAL FUND

VENUE	NAME	ITEM #	QTY	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-01-01	WALGREENS NEWS CAPITAL	0-01100001					
		1-0116-6641	01	-0217-617	ADVERTISING & PUBLICATIONS AS NEEDED	00411	2,167
		1-0116-6642	01	-0665-317	ADVERTISING & EMPLOYMENT AIDS AS NEEDED	00411	190.0
1-01-01	SPECIALTY AUTO PARTS						
		1-029-410419	01	-9201-15	REPAIR & MAIN MISC PARTS AS NEEDED	00641	27.14
		1-029-422746	01	-04-0204	REPAIR & MAIN MISC PARTS AS NEEDED	00641	39.24
		1-029-433607	01	-01327-13	REPAIR & MAIN MISC PARTS AS NEEDED	00641	29.82
1-01-01	IK OFFICE SUP						
		1-071	01	-0411-04	COMM TRUCK MISC EQUIP NEEDED	00641	2,111.0
1-01-01	ORLA SUPPLY OF MARIETTA						
		1-0210001079	01	-0713	GRN PAYABLE - WORK EDUCATION FUND TO R	00411	16.49
1-01-01	ORLA UNIFORM BUILDING C						
		1 MAY 2012	01	-0617-16	UNIFORMS	00626	184.0
1-01-01	ORLA POLICE SUPPLY						
		1-0164901	01	-031-0487	CONTINGENT A/C FUND FOR EMPLOYEE	00641	4,410
1-01-01	ORLA						
		1-2012101079	01	-0713	APRIL PAYABLE APRIL & FORENSIC FUND DUE	00641	2,004.94
		1-02-0201-079	01	-0713	FORENSIC PAY APRIL & FORENSIC FUND DUE	00641	2,004.94
1-01-01	ORLA CLERK SUPPLY						
		1-00001-01-07910	01	-066-013	SAFETY FUND FUND FOR SAFETY AWARDS	00641	121.99
1-01-01	ORLA SUPPLY						
		1-201210069791	01	-0112-01	OPERATING SUP EXEC SESSION SUPPLIES	00626	66.44
		1-01-17-0601-01	01	-0815-01	EMPLOYEE TRAV TRAVEL EXPENSE	00626	15.96
		1-01-17-0601-01	01	-0411-01	EMPLOYEE TRAV TRAVEL EXPENSE	00626	29.18
		1-01-17-0601-01	01	-0544-02	OPERATING SUP SHIPPING FEE	00626	5.41
		1-01-17-0601-01	01	-0511-02	OPERATING SUP CONFESSION SUPPLIES	00626	18.19
		1-01-17-0601-01	01	-011-1019	MICHIGANSHIP EXEC SESSION SUPPLIES	00626	44.53
		1-01-17-0601-01	01	-0321-01	EMPLOYEE TRAV TRAVEL EXPENSE	00626	8.11
		1-01-17-0601-01	01	-066-013	SAFETY FUND SHIPPING FEE	00626	18.77
		1-01-17-0601-01	01	-050-013	SAFETY FUND FIRST AID SUPPLIES	00626	44.74
		1-01-17-0601-01	01	-060-013	EMPLOYEE TRAV LEAD TRAINING SUPPLIES	00626	11.74
		1-01-17-0601-01	01	-011-013	EMPLOYEE TRAV UNCCA CONF TRAVEL EXPENSE	00626	170.17
		1-01-17-0601-01	01	-011-1019	MICHIGANSHIP EXEC SESSION SUPPLIES	00626	45.11
		1-01-17-0601-01	01	-0411-02	OPERATING SUP BUDGET FUNDING FEE	00626	62.00
		1-01-17-0601-01	01	-0312-02	OPERATING SUP CHARGER FOR HAND RADIO	00626	24.74
		1-01-17-0601-01	01	-011-1019	MICHIGANSHIP EXEC SESSION SUPPLIES	00626	70.00
		1-01-17-0601-01	01	-011-0214	STREET REPAIR TRAVEL EXPENSE	00626	17.14
		1-01-17-0601-01	01	-066-013	STREET REPAIR TRAVEL EXPENSE	00626	8.90
		1-01-17-0601-01	01	-0321-01	OPERATING SUP TRAVEL EXPENSE	00626	8.77
		1-01-17-0601-01	01	-011-1019	MICHIGANSHIP EXEC SESSION SUPPLIES	00626	67.11

PACKET: 1264 CLAIM# FOR 1/26/2012

VENDOR UNIT: 11

FUND: 1 01 GENERAL FUND

UNIT	NAME	FORM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-1	111 LITNEY HOWSE INC					
		1-0006 10-2-2012	11 45215312	EMPLOYMENT BEN LEASE FEEF	000024	2,500.00
1-1	01 RUCSWAGREN					
		1-0006 08-9-2012	01 5371702	OPERATING SUP PO BOX RENTAL-YEARLY	007427	75.00
1-1	011 FINE-BILL INC					
		1-07709	01 4542506	CONTRACTOR NE QUINCY FIRE CONTROL	000411	95.00
		1-07710	01 4541316	REPAIRS & MAI PRST CONTROL-FIRE DEPT	100413	95.00
		1-07711	01 4541316	REPAIRS & MAI PRST CONTROL-FIRE DEPT	100414	95.00
		1-07712	01 4541316	REPAIRS & MAI PRST CONTROL-FIRE DEPT	000425	95.00
		1-07713	01 4541316	CONTRACTOR LARG QUINCY FIRE CONTROL	000428	116.00
1-1	1703 591555 DANAL TRIP 99000					
		1-010700-01	01 5544490	CAPITAL OUTLA TRIP SWEEP FOR FIELD MAIN	000409	7,136.00
1-1	1561 FIBROID CEMENTWORK					
		1-20100715719	11 4521317	ELECTRIC UTIL ELECT UTIL-LIBRARY	000010	2,000.00
		1-20100609379	11 4521318	ELECTRIC UTIL ELECT UTIL-100 E TARD STREET	000293	26.40
		1-20100609379	01 5015013	ELECTRIC UTIL ELECT UTIL-LOGGED LIGHTS	000000	10,949.00
		1-20100609379	01 4521318	ELECTRIC UTIL ELECT UTIL-100 W JEFFERSON	000000	46.70
		1-20100609379	01 4521318	ELECTRIC UTIL ELECT UTIL-GENERAL	000277	10,311.00
		1-20100609379	01 4521318	ELECTRIC UTIL ELECT UTIL-100 E WILLIAMS	101503	45.99
1-1	011 BULLI BRACK					
		1-011000	01 5431701	OPERATING SUP MISS REPAIR PARTY	007431	81.00
1-1	090 BAW INC					
		1-03106	01 5162112	FUEL EXPENSE DEVEL FOR TARKS BUDG	000430	2,500.00
1-1	011 PENNBAR ANIMAL HOSPITAL					
		1-1112077	11 5022002	OPERATING SUP BATH & BATHING TEST	000433	98.00
1-1	088 BUDIG					
		1-0104-00 13	01 4541316	TANK & WAGON MEMBERSHIP FND FEEF	000436	100.00
1-1	1990 BODAGE W BARNES					
		1-01020014306	01 4510408	CONTRACT LARG COPIRE FEEF-4 TANKS	000434	100.00
1-1	01 FACILEE PAPER CO					
		1-111781	01 5142717	OPERATING SUP JANITORIAL SUPPLIES	000439	294.40
1-1	011 PHANONIS CORNSTON					
		1-001000154812	11 5201006	CONTRACTED SE CONTRACT RECEPTIONIST SVF	000440	200.00
1-1	011 FINEBREW CHEMICAL SUPV					
		1-04007	11 4104400	OPERATING SUP GRINDMILLER FOR FIELDS	000442	4,000.00
1-1	011 CORPUS ADVANTAGE					

DATE: 10/24/2009 CLAIMS FOR 9/24/2009

VERSION: 11

UNIT: 11 GENERAL FUND

VENUE	NAME	ITEM #	G/F	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
<b>14-1108 POLICE ADVANTAGE</b>							
<b>UNPAID</b>							
		0-317551-444 DR	11	444-444	OPERATING SUP OFFICE SUPPLIES NEEDED	001444	21,108
		0-301609-147 DR	11	444-444	OPERATING SUP OFFICE SUPPLIES NEEDED	001444	44,177
		1-10640	00	444-444	OPERATING SUP COMPUTER BOWE & SUPPLIES	001444	29,713
		1-07117	11	444-444	OPERATING SUP COMPUTER BOWE & SUPPLIES	001444	24,987
		1-11741	11	444-444	OPERATING SUP COMPUTER BOWE & SUPPLIES	001444	129,499
		1-07901	11	444-444	OPERATING SUP COMPUTER BOWE & SUPPLIES	001444	111,901
		1-08045	11	444-444	OPERATING SUP OFFICE SUPPLIES AS NEEDED	001444	24,111
		1-08114	11	444-444	OPERATING SUP OFFICE SUPPLIES AS NEEDED	001444	178,431
		1-08114	11	444-444	OPERATING SUP OFFICE SUPPLIES NEEDED	001444	16,071
		1-08114	11	444-444	OPERATING SUP OFFICE SUPPLIES NEEDED	001444	81,157
		1-08114	11	444-444	OPERATING SUP OFFICE SUPPLIES NEEDED	001444	144,117
		1-08114	11	444-444	OPERATING SUP OFFICE SUPPLIES NEEDED	001444	24,989
		1-08114	11	444-444	OPERATING SUP INK CARTRIDGES REVISION	001444	137,441
		1-08114	11	444-444	OPERATING SUP OFFICE SUPPLIES	001444	11,117
		1-08114	11	444-444	OPERATING SUP SUPPLIES AS NEEDED	001444	49,117
		1-08114	11	444-444	OPERATING SUP SUPPLIES FOR BUDGET BOWE	001444	21,108
<b>11-1108 POLICE ADVANTAGE</b>							
		1-08114	11	444-444	REPAIRS & MAINT SUPPLIES FOR FOOD SERVICE	001444	19,117
<b>11-1108 POLICE ADVANTAGE</b>							
		1-08114	11	444-444	CONTRACT LABOR UNIFORMS FEES & DAMAGES	001444	21,117
<b>11-1108 POLICE ADVANTAGE</b>							
		1-08114	11	444-444	LIABILITY INSURANCE POLICY RENEWAL	001444	11,117
<b>11-1108 POLICE ADVANTAGE</b>							
		1-08114	11	444-444	REPAIRS & MAINT SUPPLIES TO MOVE BARRICADES	001444	11,117
		1-08114	11	444-444	OPERATING SUP POLICE FOR WARRANT COPY	001444	11,117
<b>11-1108 POLICE ADVANTAGE</b>							
		1-08114	11	444-444	OPERATING SUP MISC SHIPPING FEES	001444	21,117
<b>11-1108 POLICE ADVANTAGE</b>							
		1-08114	11	444-444	SAFETY EXERCISE SUPPLIES FOR FARMER MARKET	001444	11,117
		1-08114	11	444-444	REPAIRS & MAINT SUPPLIES FOR POOLS	001444	11,117
		1-08114	11	444-444	OPERATING SUP SUPPLIES AS NEEDED	001444	133,441
		1-08114	11	444-444	REPAIRS & MAINT SUPPLIES FOR POOLS	001444	44,117
		1-08114	11	444-444	REPAIRS & MAINT SUPPLIES & MAINT ITEMS	001444	44,117
		1-08114	11	444-444	OPERATING SUP SUPPLIES AS NEEDED	001444	44,117
		1-08114	11	444-444	OPERATING SUP SUPPLIES AS NEEDED	001444	11,117
<b>11-1108 POLICE ADVANTAGE</b>							
		1-08114	11	444-444	REPAIRS & MAINT SUPPLIES FOR M-4	001444	97,117
						TOTAL:	1,001,444

FUND: 11 GENERAL FUND

PACKET: 0264 CLAIMS FOR 4/10/2012

TRAILER FRT: 01

FND : 12 094A

VENDOR	NAME	ITEM #	QTY	UNIT	QTY	UNIT	DESCRIPTION	CHECK#	AMOUNT
1-A	171 BIA PAPER CO.	1-345438	70				REPAIRS & MAI JANITORIAL SUPPLIES W/M	90324	771.12
1-A	217 AIRTEL	1-891204011	02				REPAIRS & MAI GEN I : FOR MONTHLY	16128	83.41
		1-991204015	02				REPAIRS & MAI MONTHLY RENTAL FEES	16128	171.15
		1-991204018	02				REPAIRS & MAI GEN FC FOR MONTHLY	16128	89.00
11-A	41 ALBA HANES COMMUNICATION	1-201214153 43	12				INTERNET SERV INTERNET W/PHONE OPTION	161296	61.89
1-A	43 ALLIED WASTE SERVICES C	1-71201181790	01				CONTRACTED BK WASTE SVF FEES-MAY 2011	160795	144,715.81
		1-71201181790	02				CONTRACTED BK CREDIT FOR BAL INTER	161295	549.56
1-A	84 B&B	1-99120418708	1				TELEPHONE CTR PHONE W/TEL-INTERNET AT CITY HA	100896	876.11
1-A	111 BROWN	1-111678	02				REPAIRS & MAI SUPPLIES AS NEEDED	90331	24.87
		1-111678	02				REPAIRS & MAI MISC SUPPLIES AS NEEDED	90331	9.89
		1-111678	01				REPAIRS & MAI MISC SUPPLIES AS NEEDED	160331	51.77
1-A	111 AUTO PARTS CO	1-9912042	1				REPAIRS & MAI MISC PARTS AS NEEDED	10534	10.19
1-B	148 BROWN SUPPLY	1-81662510.001	01				REPAIRS & MAI SUPPLIES AS NEEDED W/M	00337	6.51
		1-81662510.001	01				OPERATING SUP MISC REPAIR ITEMS AS NEEDED	00337	11.76
		1-81662510.001	02				OPERATING SUP MISC REPAIR ITEMS AS NEEDED	00337	1.88
		1-81662510.001	01				OPERATING SUP MISC REPAIR ITEMS AS NEEDED	00337	1.75
		1-81662510.001	01				REPAIRS & MAI VALVE FOR PLANT REPAIR	00337	149.19
		1-81662510.001	01				OPERATING SUP MISC REPAIR ITEMS AS NEEDED	00337	6.91
1-B	1514 BINAUTOMATIC TESTING	1-10142014	01				LAB TESTING TACKILITY TESTINGING DTR	101359	3,492.00
1-B	1491 BROWN PRINTING	1-81662510.001	1				OPERATING SUP BUSINESS CARDS BROWN	00337	54.11
1-B	1514 BINAUTOMATIC TESTING	1-6701 TRNG 174	02				LAB TESTING WATER FOR BAKING & TEST	001342	24.00
1-B	1111 S & B ELECTRIC, INC	1-0304	02				REPAIRS & MAI SVC FOR LIGHT FIXTURE	00034	164.11
1-B	152 BROWN TESTING YARD	1-89	01				REPAIRS & MAI PARTS FOR MOWERE B & FC	100389	511.10



FACTORY 10000 CLAIMS FOR 6/28/2012

UNCLIP FACT: 11

FN: 1 12 MWA

VENUE	NAME	ITEM #	CDL ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
11-87112	KI BOLD COMMUNITY ACTII					
		1-48112 MAY 2-12	12 -588447	CONTACTED PD LABEL FOR RECYCLE CENTER	100091	3,468.10
11-87112	LOWE'S CREDIT SERVICES					
		1-91112	07 -1894416	REPAIRS & MAINT MISC REPAIR & MAINT ITEMS	100198	428.48
		1-91012A	07 -5884213	REPAIRS & MAINT TOOLS AND SHOVELS	100199	201.87
11-87112	LABOR TESTING CO.					
		1-61199	02 -591109	LAB TESTING WATER FOR TESTING	100199	14.00
11-87112	WHEELBY AUTO PARTS					
		1-158-021594	07 -5884203	REPAIRS & MAINT PARTS AS NEEDED-BOYS CITY	100211	41.00
		1-158-041940	07 -5884203	REPAIRS & MAINT PARTS AS NEEDED-BOYS CITY	100212	41.00
11-87112	LAB ANALYTICAL SERVICES					
		1-111940	07 -5884204	LAB TESTING MONTHLY TESTING FEE/	100221	54.67
11-87112	POSTMASTER					
		1-11-11942	06 -121111	OPERATING SUP MAIL PD BOX BLVD-178	100221	11.10
11-87112	PUBLIC SERVICES/AMP					
		1-0012111111111111	02 -1001111	ELECTRIC UTIL ELECT UTIL BROOKLYN CTR	100224	46.81
		1-0012111111111111	02 -5221113	ELECTRIC UTIL ELECT UTIL-MWA	100225	92,774.49
11-87112	RAM INC					
		1-88112	02 -5911112	FUEL EXPENSE DIESEL FOR WTR-UTM USE	100230	1,550.48
		1-88112	02 -5911112	FUEL EXPENSE DIESEL FOR WTR-UTM	100232	1,509.45
11-87112	PUBLIC WATER CONTRACT #1					
		1-0111121111111111	02 -1511114	WATER UTILITY WATER UTIL-DANVILLE	100231	11.44
11-87112	SHARK CORPORATION					
		1-111112	02 -1001111	REPAIRS & MAINT WEED KILLER FOR LIFE CITY	100241	147.60
11-87112	AT & T					
		1-1111111111111111	02 -1001111	TELEPHONE UTIL PHONE UTIL-DATA LINE CITY HALL	100244	77.00
		1-1111111111111111	02 -1001111	TELEPHONE UTIL PHONE UTIL-MWA	100245	2,485.86
11-87112	STANLEY ADVANTAGE					
		1-11111	02 -1001111	OPERATING SUP PRINTER & OFFICE SUPPLIES	111445	87.92
11-87112	UTILITY BUNDLY CO.					
		1-000201	02 -1001111	WATER METER 6" FIRE HYD FOR ELKS RD	100241	7,818.10
		1-000201	02 -1001111	WATER METER PARTS & SUPPLIES AS NEEDED	111452	411.11
		1-11111	02 -1001111	WATER METER MISC REPAIR & MAINT ITEMS	100411	129.88
		1-11111	02 -1001111	WATER METER PARTS & SUPPLIES AS NEEDED	100412	441.49
		1-11111	02 -1001111	WATER METER MISC REPAIR ITEMS	100413	10.00
		1-11111	02 -1001111	STREET REPAIR PUMPING STATION	100414	1,171.49
		1-11111	02 -1001111	WATER METER PARTS & SUPPLIES AS NEEDED	100415	133.00

FACTORY: 16044 CLAIM# FOR 6/21/2017

WORK UNIT: 11

FOUN: 1 11 MPWA

VENOR	NAME	ITEM #	CO. ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-0	UNITED PACKAGING & SHIP					
		I 10844	02 -000000	REPAIRS & MA: SHIPPING FEES AS NEEDED	06044	29.91
		I 10844	02 -000000	REPAIRS & MA: SHIPPING FEES AS NEEDED	06044	6.46
		I 10844	02 -000000	REPAIRS & MA: SHIPPING FEES AS NEEDED	07044	6.50
			TOTAL			42.87

PACBET: 14264 CLAIM FOR 4/26/12

OFFICE / EDO: 01

FUND: 1 05 AIRPORT AUTHORITY

VENUE	NAME	ITEM #	C/O	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-00118	FRENCH TECHNOLOGIES						
		1-211202193815	01	4174010	TRAVEL EXPENSE	10140	487.6
1-00140	WALBRO COMMUNITY BR						
		1-01503	01	4470013	REPAIRS & MAINTENANCE	10040	77.97
11-00128	WHITEN TRACTORS						
		1-404401	01	4470013	REPAIRS & MAINTENANCE	10040	21.10
					TOTAL	TOTAL	576.67



PACKED: 1964 CLAIMS FOR 4/18/70

VENDOR VET: 01

FUND: 4 15 NUTRITION

VENDOR	NAME	ITEM #	GL ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-A	STATE A DEPOT CLK	1-0012-0143802	06-5549306	CONTRACT SERV PRIME MILEAGE FOR MEAL DEL	081519	14.84
1-B	1013 FERRIE LONDON	1-0117-0163601	06-5549306	CONTRACT SERV CONTRACT MEAL DELIVERY	081551	16.14
		1-0117-0163602	06-5549306	CONTRACT SERV PRIME MILEAGE FOR MEAL DEL	081550	15.14
1-C	1013 EDNA K. BELLIS	1-0012-0143803	06-5549306	CONTRACT SERV CONTRACT MEAL DELIVERY	081556	15.14
		1-0012-0143804	6-5549309	CONTRACT SERV PRIME MILEAGE FOR MEAL DEL	081558	11.14
1-D	1013 HERRICK TECHNOLOGIES	1-2407-0199618	78-014214	FUEL EXPENSE FUEL EXP MAY -NUTRITION	081561	91.14
1-E	1013 PLANNED FIRE & SAFETY	1-1016	06-5549319	MISCELLANEOUS EMER INSP ON KIT BOO	081564	11.14
			FUND	06 NUTRITION	TOTAL:	1,625.74

MARKET: 05064 CLAIMS FOR 6/26/2002

VENDOR FISCAL YEAR: 01

FUND: 1 78 LANDFILL OPS./SUB-TITLE D

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
0100	000 GREEN HORNERY TESTING,						
		1-4129	08 -684007	SUB-TITLE D TESTING FEE FOR LANDFILL	14.170		491.00
				FUND 10 LANDFILL OPS./SUB-TITLE D TOTAL:			491.00

PARCEL# 1069 CLAIM# 81007112

ORDER# 01

FUND 1 07 TOURISM FUND

DATE	NAME	ITEM #	G/P	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1 8	G.A. EXTREME INFLATABLES, IN	1 5912		05 -660098	FESTIVAL/ONLY INFLATABLES INS. 4TH	171584	7,411.00
					FUND 07 TOURISM FUND	TOTAL	7,411.00

FACILITY: 12614 CLAIMS FCR 6/29/2012

UNCLAS PROJ: 01

PRG : 05 DE EXPO CENTER

DEPT	NAME	ITEM #	C/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-A	11 ATKINS	1 111679	26 464431	REPAIRS & MAINT MISC MAINT SUPPLIES	167561	1,100.00
1-A	11 UNDERPOINT ENERGY AGRI.	1-2011061-0344	26 464431	GAS UTILITY GAS UTIL-EXPO	166266	80.00
1-A	15 KENNEDY TECHNOLOGIES	1-00020619444	26 464431	FUEL EXPENSE FUEL EXP MNY EXPO	069110	240.00
1-A	14V GREATMATS	1 1214112	26 464431	OPERATING COST 01 2" LANGE FLOOR	141141	2,140.00
1-A	57 BRIDGEM IMPLEMENT INC	1 074426	26 464431	REPAIRS & MAINT POWER TOOL REPAIR	16 314	1,190.00
1-A	11 11 11 11 11 11 11 11 11 11	1 B1 21111111	26 464431	REPAIRS & MAINT INTERNET SUPPLIES	060477	142.50
1-A	111 111 1111 BRANNON CORP. OF	1-1111	26 464431	CONTRACT SERV INMACH FEES	060384	171.00
1-A	11 11 11 11 11 11 11 11 11 11	1-111111	26 464431	REPAIRS & MAINT EMER HEAT REPAIRS-EXPO	160194	251.00
1-A	108 111111 UNIT SERVICES	1-1111	26 464431	REPAIR & MAIN MISC MAINT ITEMS AS NEEDED	161297	120.00
		1-1111	26 464431	REPAIR & MAIN MISC MAINT ITEMS AS NEEDED	161197	279.00
		1-1111	26 464431	REPAIR & MAIN MISC MAINT ITEMS AS NEEDED	161198	14.99
1-A	17 111111 BY THE WAY ENTERPR	1-111111	26 464431	CAPITAL COSTS NEW CARPET RM 111	161191	29,740.00
1-A	14V 1111 1111 1111 1111	1-111111111111	26 464431	REPAIRS & MAINT ELEVATOR INSP. FEES	170414	151.00
1-A	111 111 1111 1111 1111 1111	1 11111	26 464431	OPERATING COST OFFICE SUPPLIES	161444	7.75
1-A	4 WALMART COMMUNITY BLDG	1 11111	26 464431	CONSTRUCTION CO CONSTRUCTION SUPPLIES	060470	24.00
				TOTAL		35,943.00

PACKET: 2-214 CLAIMS FOR 6/30/2017

DEPT: 0000

FUND: 1-99 8-911

DEPT	NAME	ITEM #	QTY	UNIT PRICE	DESCRIPTION	DEPT	AMOUNT
1-0	MISC PURCHASER						
	HEATHER HOWARD	1-20120648 42	28	130.477	CLOTHING ALLOWANCE	1-0100	3,653.36
1-0	AT&T						
		1-211100130778	29	134.811	TELEPHONE UTIL PHONE UTIL 8911 WAREHO	1-0100	3,910.72
		1-211100133789	29	152.441	TELEPHONE UTIL PHONE UTIL 8911 BUDIP RENTAL	1-0100	4,420.83
1-0	AT&T						
		1-211100136777	29	142.418	TELEPHONE UTIL PHONE UTIL 8911 HOST CIRCUIT	1-0100	4,130.12
1-0	TELEPHONE TECHNOLOGIES						
		1-21120196404	29	152.121	PHONE EXPENSE INCL EXP MAY 8911	1-0100	4,411.51
1-0	UNITED MAIL COV, INC						
		1-211201101111	29	112.991	CAPITAL COSTS L-COMPUTERS	1-0100	3,276.73
		1-211201101112	29	112.991	CAPITAL COSTS L-COMPUTERS SVF AGMT	1-0100	3,276.73
1-0	AT&T						
		1-211201130778	29	142.418	TELEPHONE UTIL PHONE UTIL 8911	1-0100	4,130.12
1-0	UNITED STATES ADVANTAGE						
		1-211201130778	29	142.418	OPERATING SUP INK CARTRIDGES-110100H	1-0100	4,130.12
		1-211201130778	29	142.418	OPERATING SUP MINO OFFICE SUPPLIES	1-0100	4,130.12
					FUND	1-99	8-911
					TOTAL:		6,457.68

PRINTED: 9504 CLAIMS FOR 8/20/2012

FUND: 101

FUND: 101 ECONOMIC DEVELOPMENT

TRACER	NAME	ITEM #	QTY	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
11	CGI ROBISON INTERNATIONAL,						
	142712680			101 101140	LOBBYING SERV CONTRACT FOR CARPETING SVS	101 435	2,710.00
				FUND	101 ECONOMIC DEVELOPMENT	TOTAL:	2,710.00

PACKET: 04244 CLAIMS FOR 6/30/2012

CHKLSTK CRT: 11

FNDC : 60 GIFTS & CONTRIBUTIONS

VENOR	DATE	ITEM #	GL ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
11-01	03	LIBRARY PURCHASES, C				
		0-AAA-0011-FINAL	02 021000	EXTENSE FOR J BALANCE FOR FIREWORKS	14.54	9,446.10
				FNDC 60 GIFTS & CONTRIBUTIONS	TOTAL:	9,446.10

FAHRT: 18214 CLAIMS FOR 6/7/2012

UNITID: 01

FUND: 1 01 FIRST MAINTENANCE

UNIT ID	NAME	ITEM #	QTY	AMOUNT	DESCRIPTION	ORFORD	AMOUNT
17-A	77 A-1 RADIATOR SHOP						
		1-581141	15	5862203	REPAIRS & MAI RADIATOR REPAIR P-20	060327	878.55
		1-581145	15	5862203	REPAIRS & MAI RADIATOR FOR PK-11	060327	794.41
17-A	777 ALAMO TREE TRUCK						
		1-581211	15	5862203	REPAIRS & MAI SMALL EQUIP PARTS AS NEEDED	060326	96.17
		1-581411	15	5862203	REPAIRS & MAI SMALL EQUIP PARTS AS NEEDED	060326	131.11
17-A	778 ADANTAGE TREE ACCESS						
		1-581742	15	5862203	REPAIRS & MAI ROPS FOR UTM-1	060327	141.11
17-A	7791 AUTO PARTS HD						
		1-581673 CR	15	5862203	REPAIRS & MAI MISC AUTO PARTS	060327	6.51-
		1-581141 CR	15	5862203	REPAIRS & MAI MISC AUTO PARTS	060327	43.11
		1-581041	15	5862203	REPAIRS & MAI MISC AUTO PARTS	060327	194.37
		1-581045	15	5862203	REPAIRS & MAI MISC AUTO PARTS	060327	41.77
		1-581019	15	5862203	REPAIRS & MAI MISC AUTO PARTS	060327	49.29
		1-581017	15	5862203	REPAIRS & MAI MISC AUTO PARTS	060327	2.13
		1-581018	15	5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060327	69.13
		1-581018	15	5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060327	4.44
		1-581012	15	5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060327	141.49
		1-581013	15	5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060327	73.87
		1-581014	15	5862203	REPAIRS & MAI OIL FILTERS FOR PAPER	060327	18.42
		1-581015	15	5862203	REPAIRS & MAI MISC AUTO PARTS	060327	174.79
		1-581021	15	5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060327	21.46
		1-581026	15	5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060327	57.19
		1-581011	15	5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060327	2.83
		1-581016	15	5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060327	41.91
		1-581014	15	5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060327	184.76
		1-581014	15	5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060327	16.36
		1-581014	15	5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060327	181.01
		1-581014	15	5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060327	171.11
		1-581014	15	5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060327	42.16
		1-581014	15	5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060327	51.17
		1-581014	15	5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060327	54.99
		1-581014	15	5862203	REPAIRS & MAI OIL FILTERS FOR PAPER	060327	4.71
		1-581014	15	5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060327	11.71
		1-581014	15	5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060327	27.17
		1-581014	15	5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060327	14.49
		1-581014	15	5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060327	7.81
		1-581014	15	5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060327	16.01
		1-581014	15	5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060327	27.82
		1-581014	15	5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	060327	21.46
		1-581014	15	5862203	REPAIRS & MAI AC PARTS FOR F-13	060327	671.17
17-A	7792 REPAIR W/ TRUCK TIRE						
		1-5811911M	15	5862203	REPAIRS & MAI TIRE FOR BACKHOE	060326	1,191.11
		1-5811911M	15	5862203	REPAIRS & MAI TIRE FOR TAPER TRAILER	060326	171.11

FACED: 1 ADON CLAIMS FOR 6/7/1117

VENUE SET: 00

FUND: 1 31 FLEET MAINTENANCE

VENUE	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
11-81117	REARLE 180TYEAR TIRES	continued					
		1-MC-1004-1	35	5862203	REPAIRS & MAI TIRES FOR 3-42 DANGER	00181	1,414.11
		1-MC-1004-2	35	5862203	REPAIRS & MAI TIRES FOR 3-42	00182	1,414.11
		1-MC-1004-3	35	5862203	REPAIRS & MAI TIRES FOR 3-42 ROLL OFF	00183	1,414.11
11-7114-9	UNITED FUEL & ENGINE OIL	1 1-100181X-IN	35	5862203	REPAIRS & MAI FUEL PUMP FOR FARM EQUIP	00184	1,201.17
1-8 1116	FURNITURE TECHNOLOGIES	1-1017 1195-14	35	5862210	FUEL ENGINE SUPPL FOR MAY -CURRENT MAINT	00185	481.41
1-8 1116	PARTS	1 100181X-12	35	5862203	REPAIRS & MAI MISC PARTS AS NEEDED	00186	71.10
11-81117	REARLE INTNL TRUCKS	1-41-430	35	5862203	REPAIRS & MAI PARTS FOR X 44 REPAIR	00187	741.14
		1-43-434	35	5862203	REPAIRS & MAI PARTS FOR 3-42 REPAIRS	00188	184.14
11-81117	REARLE TRANSMISSION, INC	1-2001	35	5862203	REPAIRS & MAI REPAIRS TO PW-22	00189	211.10
11-8 1117	SPINSON IMPLEMENT INC	1-100206	35	5862203	REPAIRS & MAI CLUTCH FOR MOWER	00190	71.44
		1-101061	35	5862203	REPAIRS & MAI REPAIR PARTS FOR MOWE	00191	491.44
		1-101062	35	5862203	REPAIRS & MAI PARTS FOR BANKS WREINATER	00192	50.93
		1-101063	35	5862203	REPAIRS & MAI TIE LINK- PW-21 FRONT HOV	00193	071.48
11-8 1117	BO-CC EQUIPMENT	1-414	35	5862203	REPAIRS & MAI BLOWER FILTERS FOR 3-42	00194	21.10
11-8 1117	W-HAR LD CONSTRUCTION	1-11-35	35	5862203	REPAIRS & MAI HAULING TREE-CAT LOADER	00195	300.70
1-8 1117	YELLOWLINE MACHINERY CO	1-431940	35	5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	00196	242.74
1-8 1117	WORLDWIDE WELDING	1-43-030	35	5862203	REPAIRS & MAI WELDING SUPPLIES AS NEEDED	00197	74.10
1-8 1117	WALSHBYER NEW HOLLAND	1-43-117	35	5862203	REPAIRS & MAI 7 SETS OF MOWER BLADES	00198	114.10
1-8 1117	WIN AUTO CENTER, INC.	1-12701	35	5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	00199	81.74
1-8 1117	WIN FUEL MACHINERY INC.	1-13401	35	5862203	REPAIRS & MAI MISC PARTS & SUP AS NEEDED	00200	58.10
		1-13402	35	5862203	REPAIRS & MAI MISC PARTS & SUP AS NEEDED	00201	35.10
		1-13403	35	5862203	REPAIRS & MAI MISC PARTS & SUP AS NEEDED	00202	35.10



ACCOUNT: 04244 CLAIMS FOR 1/24/2012

OFFICE: 11

FUND: 1 31 FLEET MAINTENANCE

CONTR #	NAME	ITEM #	DEL ACCOUNT NAME	DESCRIPTION	CHECK #	AMOUNT
11-01101	RIVERSIDE AUTO PLEX					
		1-111139	35 -142203	REPAIRS & MAI MISC PARTS AS NEEDED	14144	171.45
		1-111266	35 -142203	REPAIRS & MAI MISC PARTS AS NEEDED	14144	171.11
		1-CHOP14180	35 -142203	REPAIRS & MAI MISC PARTS AS NEEDED	14144	124.17
11-01102	480 POWER KEY EQUIPMENT					
		1-06629	35 -142203	REPAIRS & MAI MISC PARTS FOR TRAINING	14144	474.14
11-01103	STANLEY MACHINES LLC					
		1-221304	35 -142203	REPAIRS & MAI SMALL PARTS AS NEEDED	14144	6.11
		1-221305	35 -142203	REPAIRS & MAI SMALL PARTS AS NEEDED	14144	43.36
		1-221306	35 -142203	REPAIRS & MAI SMALL PARTS AS NEEDED	14144	62.13
		1-221307	35 -142203	REPAIRS & MAI SMALL PARTS AS NEEDED	14144	49.48
		1-221308	35 -142203	REPAIRS & MAI SMALL PARTS AS NEEDED	14144	6.11
11-01104	TEXAS FERRISERY CORP					
		1-06630	35 -142203	REPAIRS & MAI ENGINE OIL & GREASE	14144	1,131.00
11-01105	TULSA FREIGHTLINER					
		1-07304117	35 -142203	REPAIRS & MAI REPAIR PARTS FOR S 31	067451	125.55
11-01106	12' UNICOR BRIDGES					
		1-011662	35 -142203	REPAIRS & MAI REPAIR PARTS FOR S 31	14144	174.47
11-01107	WASHCO INC					
		1-011023111	35 -142203	REPAIRS & MAI SMALL PARTS AS NEEDED	14144	111.15
11-01108	WILSON BELTIN PARTS INT.					
		1-06631	35 -142203	REPAIRS & MAI MISC SUPPLIES	066414	71.34
		1-01131001	35 -142203	REPAIRS & MAI MISC SUPPLIES	0001	71.34
		1-01131002	35 -142203	REPAIRS & MAI MISC SUPPLIES	14144	41.47
		1-01131003	35 -142203	REPAIRS & MAI MISC SUPPLIES	14144	136.01
		1-01131004	35 -142203	REPAIRS & MAI MISC SUPPLIES	14144	131.16
		1-01131005	35 -142203	REPAIRS & MAI MISC SUPPLIES	14144	16.11
11-01109	WHITE TRACTORS					
		1-06632	35 -142203	REPAIRS & MAI BATTERIES FOR TRACT	14144	14.11
		1-06633	35 -142203	REPAIRS & MAI MISC PARTS AS NEEDED	14144	244.11
				FUND: 31 FLEET MAINTENANCE	TOTAL:	75,114.99

PACKET: 0460 CLAIMS FOR 6/30/2012

VENDOR PRT: 01

FUND: 41 010 FUND

VENDOR NAME	FORM #	QTY	ACCOUNT NAME	DESCRIPTION	CHARGE	AMOUNT
1101141 MCKENZIE BRAWLEY, INC	1-02-11-04-17	41	5971400	1. INCH WATER 1.0" WATER MAIN PROJECT	06414	1,704.00
1101141 MCKENZIE BRAWLEY, INC	1-PAY BLD #1	41	5971400	1. INCH WATER 1.0" WTR LINE TAVIAR BLD P	06076	103,492.00
					FUND	41 010 FUND
					TOTAL:	11,996.00

PACKET: 18274 CLAIMS FOR 4/28/2012

VENOR SET: 1

FUND: 40 FEDERAL INFRASTRUCTURE FUND

VENOR#	NAME	ITEM #	OFF ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
11-900-01	PC MAIL BOX, INC	1-87478410101	40-5021401	CAPITAL STDA 2 COMPUTERS	846025	448.09
			FUND	40 FEDERAL INFRASTRUCTURE FUND	TOTAL:	448.09
				REPORT GRAN	TOTAL:	1,011,520.11

\*\* (01) ANNUAL TOTALS \*\*

YEAR	AMOUNT	NAME	AMOUNT	LINE ITEM		ANNUAL BUDGET		ANNUAL BUDGET	SCENED OVER
				ANNUAL BUDGET	TYPE	BUDGET	AVAILABLE BUDG		
2014	17,711	CHEST PAYABLE - COURT	4,776.97						
	17,711	APRIL PAYABLE - COURT	1,411.99						
	17,711	DEPOSITIONS PAYABLE - COURT	2,947.99						
	17,711	SRN PAYABLE - JUDGE	26.49						
	17,711	COLLECTION AGENCY 25 - 2011	4,349.00						
	17,711	OPERATING SUPPLIES	7,144	11,761		141.47			
	17,711	MISCELLANEOUS	244.85	5,210		1,810.76			
	17,711	OPERATING SUPPLIES	141.11	4,210		52.17			
	17,711	CONSULTANTS/LEADER RELATION	141	4,210		74,477.63		Y	
	17,711	CONTINGENCY	47,124	3,133		1,111.71			
	17,711	OPERATING SUPPLIES	4,99	6,710		1,111.11			
	17,711	OPERATING SUPPLIES	71.74	2,811		1,111.34			
	17,711	TRAINING SERVICES	31,472	3,133		1,111.33			
	17,711	ADVERTISING & PRINTING	93.21	1,111		1,111.11			
	17,711	OPERATING SUPPLIES	112.14	4,210		1,111.11			
	17,711	EMPLOYEE TRAVEL & TRAINING	2,911	4,210		422.87			
	17,711	CONSULTANTS	2,911.11	111,211		21,243.13			
	17,711	OPERATING SUPPLIES	14,119	4,210		141.94		Y	
	17,711	CONTINGENCY - CITY MGR	63,144	41,111		11,111.11			
	17,711	EQUIPMENT RENTALS	11,111	4,210		1,111.94			
	17,711	ELECTRIC UTILITY	11,111.11	31,111		44,111.44			
	17,711	WATER UTILITY	44,111	11,111		4,111.11			
	17,711	LIABILITY INSURANCE/PREMIUM	171.11	114,334		9,871.11			
	17,711	OPERATING SUPPLIES	198.41	1,349		161.11			
	17,711	FIELD EXPENSE	172.11	1,444		141.11			
	17,711	EMPLOYEE TRAVEL & TRAINING	54.11	1,111		144.44			
	17,711	INTERNET SERVICE	114.11	1,111		98.11			
	17,711	EMPLOYEE TRAVEL & TRAINING	171.11	1,111		44.44			
	17,711	OPERATING SUPPLIES	78,144	11,111		2,997.74			
	17,711	FIELD EXPENSE	11,614.44	112,111		4,141.14		Y	
	17,711	PHYSICAL	1,111.11	1,111		111.11			
	17,711	CONTRACTED SERVICES	44,111	1,444		2,142.13			
	17,711	REPAIRS & MAINTENANCE	411.11	1,444		1,444.33			
	17,711	EMPLOYEE TRAVEL & TRAINING	41	1,444		1,444.34			
	17,711	LEASE PAYMENTS	4,111	17,211		411.11		Y	
	17,711	OPERATING SUPPLIES	43.41	4,111		741.11			
	17,711	FIELD EXPENSE	471.74	7,781		741.44			
	17,711	OPERATING SUPPLIES	14,144	11,111		411.44			
	17,711	OPERATING SUPPLIES	1,444.44	11,111		141.44			
	17,711	REPAIRS & MAINT SUPPLIES	974.44	11,111		1,194.13			
	17,711	SMALL TOOLS	2,119.74	7,411		2,142.11			
	17,711	CLOTHING ALLOWANCE	44.11	1,444		111.44			
	17,711	FIELD EXPENSE	1,444.11	11,444		111.44			
	17,711	REPAIRS & MAINTENANCE	44.11	7,411		1,143.11			
	17,711	INTERNET SERVICE	42.98	2,811		111.11			

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

YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM ****			GROUP BUDGET	
				ANNUAL BUDGET	OVER BUDGET	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	
	01-841990	DUES & SUBSCRIPTIONS	1,150.00	10,000		1,150.00		
	01-841991	EMPLOYEE TRAVEL & TRAININ	449.00	10,000		1,150.00		
	01-841992	OPERATING SUPPLIES	1.00	10,000		1,150.00	Y	
	01-841993	REPAIR & MAINT SUPPLIES	780.00	10,000		1,150.00		
	01-841994	SMALL TOOLS	1,800.00	10,000		1,150.00		
	01-842210	FUEL EXPENSE	1,000.00	10,000		481.53		
	01-842218	CONTRACTED SERVICES	1,400.00	60,000		6,900.00		
	01-842219	REPAIRS & MAINTENANCE	900.00	60,000		2,400.00		
	01-842220	OPERATING SUPPLIES	10,000	60,000		1,400		
	01-842221	REPAIR & MAINT SUPPLIES	600.00	60,000		200.00		
	01-842222	INTERNET SERVICE	100.00	20,000		200.00		
	01-842223	REPAIRS & MAINT SUPPLIES	700.00	10,000		100.00		
	01-842224	FUEL EXPENSE	400.00	10,000		400.00		
	01-842225	CONTRACT LABOR	600.00	20,000		1,994.00		
	01-842226	HOSPITAL DEDUCT	1,000.00	20,000		0		
	01-842227	FUEL EXPENSE	500.00	10,000		500.00		
	01-842228	FUEL EXPENSE	300.00	6,000		600.00		
	01-842229	PACKING RENTAL	200.00	4,000		1.00		
	01-842230	INTERNET SERVICE	100.00	10,000		0.00		
	01-842231	FUEL EXPENSE	100.00	10,000		1,204.00		
	01-842232	ADVERTISEMENTS	600.00	10,000		2,000.00		
	01-842233	FEES	100.00	20,000		1,000.00		
	01-842234	OPERATING SUPPLIES	200.00	20,000		100.00		
	01-842235	FUEL EXPENSE	100.00	900		100.00		
	01-842236	SAFETY EXPENSE	100.00	10,000		4,000.00	Y	
	01-842237	ADVERTISEMENTS & PRINTING	100.00	10,000		100.00		
	01-842238	EMPLOYEE TRAVEL & TRAININ	900.00	10,000		1,000.00		
	01-842239	DRUG TESTING/PHYSICALS	1,000.00	10,000		100.00		
	01-842240	OPERATING SUPPLIES	100.00	4,000		1,000.00		
	01-842241	FUEL EXPENSE	6,000.00	10,000		16,000.00	Y	
	01-842242	STREET REPAIRS & MAINTENAN	9,000.00	20,000		15,000.00		
	01-842243	INTERNET SERVICE	100.00	1,000		100.00	Y	
	01-842244	EMPLOYEE TRAVEL & TRAININ	100.00	1,000		100.00		
	01-842245	FUEL EXPENSE	9,000.00	10,000		10,000.00		
	01-842246	OPERATING SUPPLIES	100.00	2,000		3,000.00		
	01-842247	ELECTRIC UTILITY	10,000.00	10,000		60,000.00		
	01-842248	GAS UTILITY	100.00	1,000		2,000.00		
	01-842249	TELEPHONE UTILITY	8,000.00	10,000		10,000.00	Y	
	01-842250	WATER UTILITY	100.00	1,000		1,000.00		
	01-842251	REPAIRS & MAINT SUPPLIES	200.00	6,000		1,000.00		
	01-842252	FUEL EXPENSE	100.00	10,000		1,000.00		

\*\* G/A ACCOUNT TOTALS \*\*

YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM		SPEC. BUDGET	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	0 - 844010	FUEL EXPENSE	1,790.66	2,017.00	2,778.00		
	0 - 844020	RECYCLING/PRINTED EXPENSE	10.00	7,000.00	5,200.00		
	00 - 844030	CONTRACTED SERVICE SERVICES	113,700.73	1,775,000.00	176,150.00		
	10 - 844040	CONTRACTED SERVICE SERVICES	3,900.00	70,000.00	4,800.00		
	12 - 844050	OPERATING SUPPLIES	100.00	5,000.00	110.00		
	2 - 844060	FUEL EXPENSE	210.00	3,000.00	1,000.00		
	10 - 844070	EMPLOYED TRAVEL & TRAINING	470.00	5,000.00	190.00		
	12 - 844080	FUEL EXPENSE	100.00	2,000.00	70.00		
	2 - 844090	REPAIRS & MAINT SUPPLIES	500.00	87,000.00	100.00		
	10 - 844100	FUEL EXPENSE	1,990.00	11,000.00	2,000.00	Y	
	12 - 844110	LAS TESTING	2,800.00	30,000.00	1,000.00		
	2 - 844120	REPAIRS & MAINTENANCE	2,400.00	40,000.00	10,000.00		
	10 - 844130	REP. FEES	100.00	10,000.00	10,000.00		
	12 - 844140	REPAIRS & MAINT SUPPLIES	200.00	6,000.00	10.00		
	10 - 844150	FUEL EXPENSE	2,000.00	10,000.00	2,000.00	Y	
	12 - 844160	LAS TESTING	500.00	50,000.00	4,000.00		
	2 - 844170	REPAIRS & MAINTENANCE	100.00	60,000.00	20,000.00		
	10 - 844180	INTERNET SERVICE	100.00	100.00	100.00		
	12 - 844190	OPERATING SUPPLIES	50.00	5,000.00	500.00		
	10 - 844200	WASH MACHS	4,000.00	40,000.00	4,000.00		
	12 - 844210	FUEL EXPENSE	4,000.00	40,000.00	4,000.00		
	2 - 844220	STARTER REPAIRS & MAINTENANCE	5,000.00	210,000.00	40,000.00		
	10 - 844230	INTERNET SERVICE	100.00	1,000.00	100.00		
	12 - 844240	REPAIRS & MAINT SUPPLIES	70.00	5,000.00	1,000.00		
	10 - 844250	FUEL EXPENSE	400.00	2,000.00	500.00		
	11 - 844260	HYDROPHIC UTILITY	100.00	1,000.00	100.00		
	1 - 844270	FUEL EXPENSE	900.00	3,000.00	400.00		
	10 - 844280	CONTRACT SERVICES	600.00	10,000.00	2,000.00		
	12 - 844290	MISCELLANEOUS	700.00	500.00	100.00		
	09 - 844300	PUB. TITLE EXPENSE	400.00	80,000.00	60,000.00		
	10 - 844310	FESTIVAL/JULY 4TH	3,000.00	10,000.00	5,000.00		
	12 - 844320	OPERATING SUPPLIES	2,000.00	5,000.00	1,000.00		
	10 - 844330	REPAIRS & MAINT SUPPLIES	400.00	10,000.00	700.00		
	2 - 844340	CONPRESSION SUPPLIES	20.00	10,000.00	11,000.00		
	10 - 844350	FUEL EXPENSE	200.00	1,000.00	1,000.00	Y	
	08 - 844360	CONTRACT SERVICES	50.00	4,000.00	4,000.00		
	13 - 844370	GAS UTILITY	80.00	20,000.00	10,000.00		
	14 - 844380	REPAIRS & MAINTENANCE	1,000.00	20,000.00	4,000.00		
	2 - 844390	CAPITAL OUTLAY	20,000.00	60,000.00	30,000.00		
	09 - 844400	OPERATING SUPPLIES	100.00	5,000.00	500.00		
	10 - 844410	CLOTHING ALLOWANCE	100.00	1,000.00	700.00		
	10 - 844420	FUEL EXPENSE	100.00	1,000.00	500.00	Y	
	10 - 844430	TELEPHONE UTILITY	2,000.00	40,000.00	10,000.00		
	09 - 844440	CAPITAL OUTLAY	3,000.00	10,000.00	500.00		
	00 - 844450	LOBBYING SERVICES	2,000.00	10,000.00	2,000.00		

\*\* 11- MONTH TOTALS \*\*

YEAR	ACCOUNT	NAME	AMOUNT	-----LINE ITEM-----		-----GROUP BUDGET-----	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	8 - 84111-0	EXPENSE FOR JULY 4TH EVENT	9,444.00		9,444.00	Y	
	33 - 8442113	REPAIRS & MAINTENANCE SUPP	73,179.06	3 - 8,812	11,241.19		
	33 - 8442210	FUEL EXPENSE	487.00	18 - 81	13,744.00		
	41 - 831491	12 INCH WATER MAIN- TAYLOR	11,089.19	240 - 319	35,490.00		
	41 - 831411	CAPITAL OUTLAY	449.00	41,719	111.19	Y	
** 11-MONTH YEAR TOTALS **			93,988.25				

NO BRANCH

\*\* END OF REPORT \*\*

PACKET: 06264 CLAIMS FOR 6/26/2012

VENDOR SMT: 01

BANK : FNB FIRST NATIONAL BANK

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

FUND	PERIOD	AMOUNT
01	6/2012	122,927.26CR
02	6/2012	214,536.30CR
03	6/2012	730.41CR
05	6/2012	105.10CR
08	6/2012	1,625.73CR
09	6/2012	495.00CR
27	6/2012	7,800.00CR
28	6/2012	33,941.59CR
29	6/2012	6,697.69CR
30	6/2012	2,090.00CR
32	6/2012	9,446.50CR
35	6/2012	23,654.99CR
41	6/2012	110,996.50CR
42	6/2012	443.09CR
=====		=====
ALL		531,520.16CR

## ADA Yearly Report to Council – July 18, 2012

The ADA Committee has met two (2) times since our last report to the Council to discuss and take action on ADA related projects in City Buildings and along City of McAlester Right of Ways.

There was a carryover from the 11-12 budget of **\$4,139.23** in addition to the **\$32,500.00** allocated for the 11-12 budget. This would give the Committee **\$36,639.23** to spend in this year's budget. To date there has been **\$36,639.23** spent from allocated funds leaving a carryover balance of **\$0.00**.

The Committee's 1<sup>st</sup> priority for this budget year was to finish the sidewalks and ramps on the 3<sup>rd</sup> st. Project.

Projects Completed are as follows:

Installation of handicapped water fountain, removal of sidewalks, and installation of handicapped ramp at Oakhill Cemetery office building. **COST: \$2,135.71**

Construction to repair and add sidewalks and handicapped ramps at the Stipe Pool. **COST: \$936.00**

Installed a new pool access lift at Jeff Lee Pool to meet ADA requirements. **COST: \$5,500.00**

Installation of handrails in showers at J.I. Stipe Center. Also installed handicap signs in parking lots for Stipe Center and various City Parks. **COST: \$489.51**

Handicapped parking spaces upgraded and newly painted at SkatePark, Mike Deak Field, Sertoma Field, 3<sup>rd</sup> & Chickasaw and Cemetery. **COST: \$2300.00**

Finished the 3<sup>rd</sup> Street Project with concrete sidewalks and handicapped ramp on 3<sup>rd</sup> street and 3<sup>rd</sup> street North of Wyandotte, and installed handrail for the Project. **COST: \$12,187.27**

New concrete sidewalks and ramps for Smith Field, 13<sup>th</sup> & McArthur and the Multi-Purpose Fields. (13<sup>th</sup> & McArthur had an additional \$751.52 approved to finish the Project.) **COST: \$13,090.74**

**This is the final report of the 5 year Settlement Agreement between the City of McAlester and Wilkinson dated March 20, 2007.**

## FINANCIAL ADVISOR SERVICES AGREEMENT

**THIS AGREEMENT** is made between MUNICIPAL FINANCE SERVICES, INC., an Oklahoma corporation, hereinafter referred to as "Financial Advisor," and the CITY OF MCALESTER, OKLAHOMA, a municipal corporation, acting for and on behalf of the McAlester Public Works Authority, a public trust with the CITY OF MCALESTER as beneficiary, hereinafter referred to as "City."

**NOW, THEREFORE,** in consideration of the mutual promises and agreements herein set forth, Financial Advisor and City agree as follows:

***Scope of Services.*** The purpose of this agreement is for the Financial Advisor to render financial consulting services to the Mayor, City Council and staff on certain financial matters, including, but not limited to:

- i) Assistance in the development and implementation of a long-term Capital Improvement Financing Plan which will identify and evaluate various financing vehicles and revenue sources aimed at funding and completing as many projects as possible within the amount of funding made available. Such plan shall include a review of proposed projects and costs; an assessment of the use of existing capital improvement funds and the issuance of general obligation and/or revenue bonds/notes.
- ii) Conduct financial analysis related to the development of said Capital Improvement Financing Plan, including, but not limited to, the assessment of ad valorem taxes, sales tax revenues and/or other revenues to repay certain forms of obligations based on various repayment terms and issuance schedules. Such analysis will also include a comprehensive assessment of any existing obligations outstanding.
- iii) Preparation of a written report outlining the proposed Capital Improvement Financing Plan with specific recommendations and presentation of said plan at various public meetings as deemed appropriate by the City.
- iv) Attendance at public meetings or hearings related to the Capital Improvement Financing Plan to explain any recommended actions and answer any questions by City officials or the general public.
- v) Assistance in developing information for an election to be presented to voters related to the approval of the issuance of debt or levying of additional sales tax. Such assistance would include, but not be limited to, the preparation of brochures/paraphlets for distribution to the public; providing information to local media groups; presentations to local civic organizations and other assistance as directed by the City.
- vi) Review and comment on all legal documents prepared by the City's Bond Counsel pertaining to the election process, including, but not limited to, resolution calling the election, ordinances related to any sales tax levy, proclamation and notice of election and other related documents.
- vii) Upon passage of an election, if any, the Financial Advisor will coordinate the timing and issuance of any obligations to meet the funding requirements of the projects to be constructed with bond proceeds.
- viii) For each series of bonds or obligations to be issued, if any, the Financial Advisor will perform certain tasks and responsibilities which will include, but not be limited to, the following:
  - a) Preparation of a written report containing a preliminary analysis of the transaction, including data on current market conditions, recent bond sales, projected interest rates and debt service requirements, tax assessment impacts and other pertinent data;
  - b) Preparation of a Preliminary and Final Official Statement consistent with guidelines adopted by the Municipal Securities Rulemaking Board (MSRB); Securities and Exchange Commission (SEC) and the Government Finance Officer's Association (GFOA). Such documents will be submitted in a timely manner to the City for review and approval prior to final printing and distribution;

- c) If a competitive sale is held, prepare a Notice of Sale and Instructions to Bidders, providing information on the bidding procedures and the manner in which the bonds would be awarded to the successful bidder. Such document would be distributed to potential purchasers in a timely fashion to ensure adequate review and consideration prior to the actual sale date;
  - d) If a negotiated sale is held, provide assistance to the City in the selection and determination of the underwriter(s) and advise City officials regarding the rates and terms of the issue, including any fees or expenses to be paid to the underwriter(s);
  - e) Prepare and submit pertinent information to the rating agencies to obtain appropriate ratings on any obligations and respond to any questions. We would also advise the City in any discussions with such agencies as to the overall financial condition of the City, the proposed obligations and other matters typically reviewed by the rating agencies;
  - f) Prepare and submit pertinent information to the major municipal bond insurance companies to obtain commitments for bond insurance to be acquired either directly by the City or at the purchaser's option;
  - g) Advise the City as to the amount and timing of any obligations to take advantage of any rebate exceptions available to municipal issuers and the ability to issue "bank-qualified" obligations, if any;
  - h) Conduct the actual sale of bonds and advise the City as to the adequacy of the rates received and recommended the acceptance or rejection of any purchase contract;
  - i) Review and comment on all legal documents related to the issuance of the bonds, including, but not limited to, the Bond Indenture, Security Agreement, Arbitrage Certificate, resolutions and/or ordinances authorizing the issuance of the bonds and other related documents;
  - j) If general obligation bonds are issued, we would assist in the preparation and submission of the Transcript of Proceedings to the Oklahoma Attorney General to ensure such proceedings are submitted in a timely fashion;
  - k) Review and comment on all closing documents and provide instructions to the purchaser as to the payment and delivery of the obligations;
  - l) Prepare a written report after the sale containing a summary of the transaction, comparative sale data, an evaluation of market conditions and other pertinent data to enable the City to quantitatively assess the results of the sale;
  - m) Provide assistance to the City in developing an investment strategy for bond proceeds to maximize investment earnings consistent with applicable federal and state rules and regulations;
  - n) Assist in the selection of a qualified firm to conduct rebate calculations as necessary to meet applicable federal rules and regulations; and
  - o) Assist the City in complying with the submission of annual reports and financial information to comply with any Continuing Disclosure Agreement requirements in accordance with applicable federal rules and regulations.
- ix) Assess and evaluate any refunding opportunities available to the City and advise City officials on any appropriate action as necessary.
  - x) Inform the City of any national or state legislation impacting tax-exempt or taxable financing by municipalities.
  - xi) Attend meetings of the City Council and the McAlester Public Works Authority as needed or upon request to keep abreast of the economic and administrative climate of the City.

**Other Provisions.**

- i) Termination. This Agreement may be terminated by the City at its discretion upon ten (10) days written notice to the Financial Advisor.
- ii) No Assignment Without Consent. This Agreement shall be binding on and shall inure to the benefit of the respective successors and assigns of Financial Advisor and City, but no assignment of this Agreement or any payments provided to be made hereunder shall be effective without prior written consent from the City.
- iii) Disclosure. The City acknowledges receipt of the Financial Advisor's "Form ADV, Part 2A and Part 2B" at least forty-eight (48) hours prior to consideration and execution of this Agreement.
- iv) Contact Persons. For purposes of administering this Agreement, the following persons are hereby designated as contact persons for the respective parties:  
  
Financial Advisor: Rick A. Smith, President (405/340-1727)  
  
City: Peter Stasiak, City Manager (918/423-9300 extension 4964)
- v) Other Consulting Services. The Financial Advisor agrees to perform such other consulting services outside the scope of services described herein, if any, as requested and directed by the City. Such services shall be covered by a separate contract or agreement subject to the review and approval by the Mayor and City Council.

**THIS AGREEMENT WAS DULY CONSIDERED AND APPROVED BY THE MAYOR AND CITY COUNCIL AT A PUBLIC MEETING CALLED AND HELD ON THE DATE SHOWN HEREINBELOW IN FULL COMPLIANCE WITH THE OKLAHOMA OPEN MEETING LAW.**

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012.

**CITY OF MCALESTER, OKLAHOMA**

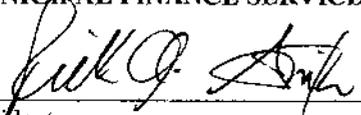
\_\_\_\_\_  
Mayor

(SEAL)

ATTEST:

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

**MUNICIPAL FINANCE SERVICES, INC.**

  
\_\_\_\_\_  
President



T 405.235.3413 • F 405.235.2807  
5657 N. CLASSEN BOULEVARD, SUITE 100 • OKLAHOMA CITY, OK 73118

## AGREEMENT FOR BOND COUNSEL SERVICES

### CITY OF MCALESTER, OKLAHOMA

THIS AGREEMENT, effective as of July 1, 2012, by and between THE PUBLIC FINANCE LAW GROUP PLLC ("PFLG") and the CITY OF MCALESTER, OKLAHOMA (the "City"), a political subdivision of the State of Oklahoma, as follows:

#### RECITALS

WHEREAS, the City desires to engage PFLG as bond counsel to assist the City and the public trusts of which the City is a beneficiary (including but not necessarily limited to The McAlester Public Works Authority (collectively, the "Authority")) for the purposes of and consultation on any contemplated financing which the City or the Authority may from time to time undertake; and

WHEREAS, PFLG possesses the necessary professional capabilities and resources to provide the legal services required by the City as described in this Agreement.

#### AGREEMENTS

##### **1. Scope of Services.**

A. *Bond Counsel Services.* PFLG will render the following services as bond counsel to the City:

- (1) Consultation with representatives of the City and the Authority, including the City Manager, City Attorney, Counsel to the Authority, Finance Director, financing and accounting staff, financial advisors, and others, with respect to the timing, terms and legal structure of any proposed financings, including general obligation bond issues, revenue bond/note issues, tax increment financing bond/note issue, and possible grants or state and federal loan programs that may be available.
- (2) Furnish full directions of all steps necessary to be taken by the City or the Authority in compliance with the constitution and statutes of the State of Oklahoma for the proposed issuance of each series of bonds or note.
- (3) Preparation of loan, security and other authorizing documents necessary for the issuance of such bond or note issues (the "Financing Documents").

- (4) Review of documentation with respect to any letter of credit, bond insurance and/or reserve fund surety policy provided in connection with any bond or note issue of the City or the Authority, if any.
- (5) Attendance at such meetings or hearings of the City and the Authority and working group meetings or conference calls as the City or Authority may request, and assistance to the City and Authority staff in preparation of such explanations or presentations to the governing body of the City and the Authority as they may request.
- (6) Preparation of election proceedings in connection with City elections approving indebtedness evidenced by any bond or note issue.
- (7) Preparation of final closing papers to be executed by the City or the Authority required to effect delivery of any bond or note issue of the Authority or the City and coordination of the closing of said bond or note issue, including seeking the approval of each series of general obligation bonds by the Attorney General of the State of Oklahoma.
- (8) Rendering of bond counsel's customary final legal opinion on the validity of the securities and, with respect to the tax-exempt securities, the exemption from gross income for federal income tax purposes and from Oklahoma personal income tax of interest thereon.

PFLG and the City acknowledge that the City and the Authority shall be represented by Ervin & Ervin, L.L.P., or any successor firm selected by the City (collectively, "City Attorney") for the purpose of rendering day-to-day and ongoing general counsel legal services. PFLG shall circulate documents to and coordinate its services with City Attorney to the extent requested by the City or City Attorney.

In rendering opinions and performing legal services under this Agreement, PFLG shall be entitled to rely on the accuracy and completeness of information provided and certifications made by, and opinions provided by counsel to, the City or the Authority, property owners and other parties and consultants, without independent investigation or verification.

PFLG's services are limited to those specifically set forth above. PFLG's services do not include representation of the City or the Authority or any other party to the transaction in any litigation or other legal or administrative proceeding involving bond or note issuances or any other matter. PFLG's services also do not include any responsibility for compliance with state blue sky, environmental, land use, real estate or similar laws or for title to or perfection of security interests in real or personal property. PFLG's services do not include any financial advice or analysis. PFLG will not be responsible for the services performed or acts or omissions of any other participant. Also, with respect to each bond or note issue, PFLG's services will not extend past the date of issuance of said bonds or note and will not, for example, include services related to rebate compliance or continuing disclosure or otherwise related to said bonds or note, bond or note proceeds or the financed project after issuance of said bonds or note.

**2. Compensation and Reimbursements.**

A. *Compensation for Bond Counsel Services.* For services as bond counsel to the City or the Authority, PFLG shall be paid pursuant to the following fee scales:

Base Fee, General Obligation or Revenue Bond/ Note Issue: 0.50 of 1% of the principal amount of the issues bond or note, subject to a minimum fee of \$12,500, payable and contingent upon the closing of the transaction.

Base Fee, Tax Increment Financing Bond/Note Issue: 0.75 of 1% of the principal amount of the issues bond or note, subject to a minimum fee of \$25,000, payable and contingent upon the closing of the transaction.

B. *Expenses.* PFLG shall also be paid a fixed amount of \$2,000 per bond or note issuance to cover expenses and transcript production and distribution. Provided, that any filing, publication, recording or printing costs or similar third party costs required in connection with the bonds or note issue shall be paid directly by the City or Authority, but if paid by PFLG on behalf of the City or Authority, shall be reimbursed to PFLG on demand.

C. *Payment.* Fees and expenses shall be payable by City or the Authority at the time of issuance of the respective bonds or note. Payment of all fees and expenses hereunder shall be made at closing from proceeds of the bonds or note and shall be entirely contingent upon issuance of the bonds or note.

D. *Termination of Agreement and Legal Services.* This Agreement and all legal services to be rendered under it may be terminated at any time by written notice from either party, with or without cause. In that event, all finished and unfinished documents prepared for adoption or execution by the City or the Authority, shall, at the option of the City, become its property and shall be delivered to it or to any party it may designate; provided that PFLG shall have no liability whatsoever for any subsequent use of such documents. In the event of termination by City, PFLG shall be paid for all satisfactory work, unless the termination is made for cause, in which event compensation, if any, shall be adjusted in the light of the particular facts and circumstances involved in the termination. Upon termination, PFLG shall have no future duty of any kind to or with respect to any bond or note issuance or the City or the Authority.

**3. Nature of Engagement; Relationships With Other Parties.**

The role of bond counsel, generally, is to prepare or review the procedures for issuance of the bonds, notes or other evidence of indebtedness and to provide an expert legal opinion with respect to the validity thereof and other subjects addressed by the opinion. Consistent with the historical origin and unique role of such counsel, and reliance thereon by the public finance market, PFLG's role as bond counsel under this Agreement is to provide an opinion and related legal services that represent an objective judgment on the matters addressed rather than the partisan position of an advocate.

In performing its services in connection with the issuance of bonds or notes, PFLG will act as special counsel to the City or the Authority with respect to issuance of the bonds or note; i.e., PFLG will assist the City Attorney in representing City or the Authority but only with respect to validity of the bonds or note and the Financing Documents, and the tax status of interest on the bonds or note, in a manner not inconsistent with the role of bond counsel described above.

The City acknowledges that PFLG regularly performs legal services for many private and public entities in connection with a wide variety of matters. For example, PFLG has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, contractors, suppliers, financial and other consultants/advisors, accountants, investment providers/brokers, providers/brokers of derivative products and others who may have a role or interest in a bond or note financing of the City or the Authority or a project financed by or that may be involved with or adverse to the City or the Authority in this or some other matter. PFLG agrees not to represent any such entity in connection with a bond or note financing of the City or the Authority, during the term of this Agreement, without the consent of the City and/or the Authority. Given the special, limited role of bond counsel described above, the City and the Authority acknowledge that no conflict of interest exists or would exist, and waives any conflict of interest that might appear actually or potentially to exist, now or in the future, by virtue of this Agreement or any such other attorney-client relationship that PFLG may have had, have or enter into, and the City and the Authority specifically consents to any and all such relationships.

**4. Limitation of Rights to Parties; Successor and Assigns.**

Nothing in this Agreement or in any of the documents contemplated hereby, expressed or implied, is intended or shall be construed to give any person other than City and PFLG any legal or equitable right or claim under or in respect of this Agreement, and this Agreement shall inure to the sole and exclusive benefit of City and PFLG.

PFLG may not assign its obligations under this Agreement without written consent of the City except to a successor partnership or corporation to which all or substantially all of the assets and operations of PFLG are transferred. The City may assign its rights and obligations under this Agreement to (but only to) any other public entity that issues the bonds or notes on behalf of the City (if not the City). The City shall not otherwise assign its rights and obligations under this Agreement without written consent of PFLG. All references to PFLG and the City in this Agreement shall be deemed to refer to any such successor of PFLG and to any such assignee of City and shall bind and inure to the benefit of such successor and assignee whether so expressed or not.

**5. Counterparts.**

This Agreement may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

**6. Notices.**

Any and all notice pertaining to this Agreement shall be sent by U.S. Postal Service, first class, postage prepaid to:

PFLG:

The Public Finance Law Group PLLC  
5657 North Classen, Suite 100  
Oklahoma City, OK 73118  
Attention: Allan A. Brooks, III

CITY:

City of McAlester  
28 E. Washington  
P.O. Box 578  
McAlester, Oklahoma 74502  
Attention: City Manager

[Remainder of Page  
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The City and PFLG have executed this Agreement by their duly authorized representatives as of the date provided above.

**THE PUBLIC FINANCE LAW GROUP PLLC**

By: \_\_\_\_\_  
Allan A. Brooks, III

**CITY OF MCALESTER, OKLAHOMA**

By: \_\_\_\_\_  
Title: Mayor  
Date: June 26, 2012



U.S. Department of Transportation

FEDERAL AVIATION ADMINISTRATION  
Southwest Region  
Fort Worth, Texas 76193-0054

Lease No. DTFA07-97-L-01137  
Outer Marker, (OM) Site and  
Access Road  
McAlester Municipal Airport  
McAlester, Oklahoma

**LEASE**

**Between**

**CITY OF MCALESTER, OKLAHOMA**

**and**

**THE UNITED STATES OF AMERICA**

THIS LEASE, made and entered into this 22<sup>nd</sup> day of April, in the year 1997, by and between THE CITY OF MCALESTER, OKLAHOMA, whose address is: P. O. BOX 578, MCALESTER, OKLAHOMA 74502 for itself or its successors, and assigns, hereinafter referred to as the Lessor and the UNITED STATES OF AMERICA, hereinafter referred to as the Government:

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

I. PREMISES:

For the term beginning October 1, 1996, and ending September 30, 1997, the Lessor hereby leases to the Government the following described property, hereinafter referred to as the premises, VIZ:

OUTER MARKER FACILITY PLOT

A tract of land located in the Southeast Quarter of Section 22, Township 4 North, Range 14 East, Pittsburg County, Oklahoma, more particularly described as follows:

Beginning at a point on the West line of above said Southeast Quarter, said point being 350 feet North of the Southwest corner of said Southeast Quarter; thence Easterly and parallel to the South line of said Southeast 1/4, a distance of 100 feet; thence Northerly and parallel to the West line of said Southeast 1/4, a distance of 100 feet; thence Westerly and parallel to the South line of said Southeast 1/4, a distance of 100 feet to a point on the West line of said Southeast 1/4; thence Southerly along the West line of said Southeast 1/4, a distance of 100

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McAlester, Oklahoma

feet to the Point of Beginning, as more particularly described on Exhibit "A", drawing SW-D-8909-3, revised 3/8/84, attached hereto and made a part hereof.

#### ACCESS ROAD RIGHT-OF-WAY

A tract of land located in the Southeast Quarter of Section 22, Township 4 North, Range 14 East, Pittsburg County, Oklahoma, more particularly described as follows:

Beginning at the Southwest corner of above said Southeast Quarter; thence Northerly along the West line of said Southeast 1/4, a distance of 350 feet; thence Easterly and parallel to the South line of said Southeast 1/4, a distance of 30 feet; thence Southerly and parallel to the West line of said Southeast 1/4, a distance of 350 feet to a point on the South line of said Southeast 1/4; thence Westerly along the South line of said Southeast 1/4, a distance of 30 feet to the Point of Beginning, as more particularly described on Exhibit "A", drawing SW-D-8909-3, revised 3/8/84, attached hereto and made a part hereof.

(a) Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining a pole line or pole lines for extending electric power and/or telecommunication lines to the premises; and a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over the said lands and adjoining lands of the Lessor, and unless herein described otherwise, to be by routes reasonably determined to be the most convenient to the Government.

(b) And the right of grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of Government facilities.

(c) And the right to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased, which alterations, fixtures, additions, structures or signs so placed in or upon, or attached to the said premises shall be and remain the property of the Government, and may be removed upon the date of expiration or termination of this lease, or within ninety (90) days thereafter, by or on behalf of the Government, or its grantees, or purchasers of said alterations, fixtures, additions, structures, or signs.

#### 2. RENEWAL OPTION:

This lease, at the option of the Government, may be renewed from year to year and otherwise upon the terms and conditions herein specified. The Government's options shall be deemed exercised and the lease renewed each year for one (1) year unless the Government gives thirty (30) days' notice that it will not exercise its options, before this lease or any renewal thereof expires; PROVIDED, that no renewal thereof shall extend the period of

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occupancy of the premises beyond the 30th day of September 2006. This renewal is based on the lease obtained by the City of McAlester from the landowner. (See Article 3 of said lease, Exhibit "B," attached hereto and made a part hereof.)

3. RENT:

The Government shall pay the Lessor no monetary consideration in the form of rental, it being mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation, and maintenance of the facility upon the premises hereby leased.

4. CANCELLATION:

The Government may terminate this lease at any time by giving at least 30 days' notice in writing to the Lessor. Said notice shall be sent by certified or registered mail.

5. NON-RESTORATION:

It is hereby agreed between the parties, that upon termination of its occupancy, the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property which is the subject matter of this lease. It is further agreed the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the Lessor. Notice of abandonment will be conveyed by the Government to the Lessor in writing.

6. INTERFERENCE WITH GOVERNMENT OPERATIONS:

The Lessor agrees not to erect or allow to be erected any structure or obstruction of whatsoever kind or nature or allow to be installed any electronic equipment on the site or adjacent land owned by the Lessor that may interfere with the proper operation of the facilities installed by the Government under the terms of this lease without obtaining prior written consent from the Contracting Officer.

7. HAZARDOUS SUBSTANCE CONTAMINATION:

The Government agrees to remediate, at its sole cost, all hazardous substance contamination on the leased premises that is found to have occurred as a direct result of the installation, operation, and/or maintenance of the Government's facilities. The Lessor agrees to remediate, at its sole cost, any and all other hazardous substance contamination found on the leased premises. The Lessor also agrees to save and hold the Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination

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found on the leased premises not directly attributable to the installation, operation and/or maintenance of the Government's facilities.

8. QUIET ENJOYMENT:

The Lessor warrants that they have good and valid rights to the premises, and rights of ingress and egress, as shown on Exhibit "B" and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.

9. OFFICIALS NOT TO BENEFIT:

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

10. COVENANT AGAINST CONTINGENT FEES:

The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this lease upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this lease without liability or, in its discretion, to deduct from the lease consideration, or otherwise recover the full amount of the contingent fee.

11. PROTEST AND DISPUTES:

All contract disputes arising under or related to this contract or protests concerning awards of contracts shall be resolved under this clause, and through the Federal Aviation Administration (FAA) Dispute Resolution System. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. The decision of the FAA shall be considered a final agency decision only after a contractor or offeror has exhausted their administrative remedies for resolving a contract dispute under the FAA Dispute Resolution System. Protests must be filed with the Office of Dispute Resolution within five (5) calendar days of the date that the protester was aware, or should reasonably have been aware, of the agency action or inaction which forms the basis of the protest. Information relating to submitting a protest or dispute will be provided by the Contracting Officer, upon request.

12. LESSOR'S SUCCESSORS:

The terms and provisions of this lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

Lease DTFA07-97-L-01137  
Outer Marker, (OM) Site and  
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13. FUNDING RESPONSIBILITY FOR GOVERNMENT FACILITIES:

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

14. NOTICES:

All notices/correspondence shall be in writing, and shall be addressed as follows (or to such other address as either party may designate from time to time by notice or correspondence to the other):

TO LESSOR: City of McAlester, Oklahoma, P. O. Box 578, McAlester, Oklahoma 74502.

TO GOVERNMENT: Department of Transportation, Federal Aviation Administration, Property and Services Branch, ASW-54, Fort Worth, Texas 76193-0054.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date above written.

**CITY OF MCALESTER, OKLAHOMA**

BY: *John C. Burdette*

TITLE: *Mayor*

**THE UNITED STATES OF AMERICA**

BY: *Alan E. Cooper*

TITLE: *Contracting Officer*

Lease DTFA07-97-L-01137  
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Access Road  
McAlester Municipal Airport  
McAlester, Oklahoma

CORPORATE CERTIFICATE

I, Bonnie Lamy, certify that I am the City Clerk  
of the Corporation named in the foregoing agreement, that Bain  
Covington, who signed the agreement on behalf of said corporation, was then  
Mayor thereof, that said agreement was duly signed for and in behalf  
of said corporation by authority of its governing body, and it within the scope of its corporate  
powers.

Dated this 22<sup>nd</sup> day of April, 19 97.

Signed by Bonnie Lamy

CORPORATE SEAL

**AGREEMENT BETWEEN THE CITY OF MCALESTER**

**AND**

**OKLAHOMANS FOR INDEPENDENT LIVING**

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2012 by and between the City of McAlester, Oklahoma hereinafter called the (the "City"), and Oklahomans for Independent Living, hereinafter called ("OIL").

It is the intent of the Agreement that OIL is to perform such services as outlined herein:

OIL agrees to provide services for people with disabilities such as transportation, assistive technology, recreation, volunteer programs, Americans with Disabilities Act and disability awareness training, employment assistance, information and referral, advocacy, peer counseling, and Independent Living Skills training.

OIL and the City shall maintain an arrangement for professional contact. This will be in the form of informal discussion by and with the staff of both agencies in order to identify areas of need, gaps in service and to coordinate available resources of both agencies for the benefit of People with Disabilities. Confidentiality standards will be observed.

In performing this agreement Oklahomans for Independent Living acts as an independent contractor and nothing contained in this agreement shall be construed to establish a relationship of agency or employment between said entity and the City of McAlester, Oklahoma.

OIL will contract with the City in providing the following services to the City and the citizens of McAlester:

- 1) Door-to-door transportation to be provided to individuals with disabilities and elderly persons with functional limitations to facilitate living; a minimum of twenty-four (24) hours is required; and
- 2) Back-up service to the Community Services Senior Citizens bus service; and

- 3) Disability information and referrals; and
- 4) Equipment loan program for items necessary for independence when equipment is available (items such as walkers, shower benches/chairs, crutches, wheelchairs, etc.); and
- 5) Social and recreational programs for McAlester citizens with disabilities; and
- 6) Pharmaceutical indigent service to help people obtain necessary medications at no cost from pharmaceutical companies; and
- 7) Employment assistance to people with disabilities; and
- 8) Peer counseling and support groups to promote independence for people with disabilities; and
- 9) Individual assistance to advocate and encourage independence; and
- 10) ADA information and assistance for individuals, business and the City to help improve access and compliance with the regulations.

OIL further agrees to make periodic reports on basic services provided as a benefit to the City and provide an accounting of funds expended for the services provided. OIL shall provide these reports on a quarterly basis.

Oklahomans for Independent Living hereby holds harmless and indemnifies the City of McAlester from any claims or actions arising from the performance of this agreement for acts of negligence or wanton conduct of its agents or employees and agrees to keep in force adequate general liability insurance during the term of this agreement to insure against such liability and to provide proof thereof when requested by the City.

The City agrees to provide the following funding to ensure the delivery of public services to citizens with disabilities:

- 1) The City will provide funding in the amount of \$24,000 to assist in the transportation and associated services provided by OIL; and
- 2) The disbursement of said funds shall be in monthly payments that are determined by taking \$24,000 and dividing by 12 for monthly payments in the amount of \$2,000.

The term of this agreement shall be for the 2012-2013 fiscal year of the City of McAlester, and shall terminate at 12:00 A.M. on June 30, 2013, unless sooner mutually ratified by both parties hereto in which case this agreement shall continue for the ensuing fiscal year upon the same terms or upon such amended terms as the parties may agree.

This agreement is to be binding upon our administrators, successor, and assigns.

Agreed to and executed the date first written above, irrespective of the actual date of signing.

CITY OF MCALESTER  
An Oklahoma Municipal Corporation

---

Steve Harrison, Mayor

---

Cora Middleton, City Clerk

Executed for and on behalf of Oklahomans for Independent Living on the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

OKLAHOMANS FOR INDEPENDENT LIVING

---

Mike Ward, Director

Approved as for form and legality:

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Ervin & Ervin Attorneys, by William J. Ervin  
City Attorney

**CITY COUNTY AGREEMENT FOR A JOINT CIVIL DEFENSE/EMERGENCY  
MANAGEMENT ADMINISTRATION**

**THIS AGREEMENT MADE AND ENTERED INTO THIS 26th DAY OF June, 2012, BY AND BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF PITTSBURG COUNTY OF OKLAHOMA, HEREINAFTER CALLED COUNTY, AND MCALESTER, OKLAHOMA, HEREINAFTER CALLED CITY.**

**WHEREAS,  
THE LEGISLATURE HAS PASSED AN ACT KNOWN AS THE OKLAHOMA CIVIL DEFENSE ACT OF 1957 AS AMENDED BY SENATE BILL 212 OF THE 17<sup>TH</sup> LEGISLATURE, AUTHORIZING COOPERATION BETWEEN CITY, COUNTY, STATE AND FEDERAL GOVERNMENTS TO CARRY OUT THE OBJECTIVES AND PURPOSE OF AN EMERGENCY MANAGEMENT PROGRAM, AND**

**WHEREAS,  
THE SAME ACTS AUTHORIZE THE CITY AND COUNTY TO APPROPRIATE FUNDS FOR EMERGENCY MANAGEMENT AND DISASTER PURPOSES,**

**NOW,  
THEREFORE BE IT AGREED BY AND BETWEEN THE PARTIES AS  
FOLLOWS:**

**I.**

**VALIDATION  
THAT THE EXISTING JOINT EMERGENCY MANAGEMENT  
ADMINISTRATION BE EXTENDED AND RECOGNIZED TO BE THE JOINT  
EFFORT OF THE CITY AND COUNTY.**

**II.**

**EXPENSES  
THE PARTIES HERETO WILL SHARE IN THE EXPENSES OF CARRYING  
ON A COMPREHENSIVE EMERGENCY MANAGEMENT PROGRAM  
INCLUDING AND EXTENDING BEYOND THE INITIAL CONTRACT AND  
AGREE TO PROVIDE IN THE BUDGETS OF EACH SUFFICIENT FUNDS  
WITH WHICH TO CARRY OUT THIS PROGRAM OF EMERGENCY  
MANAGEMENT FOR CITY AND COUNTY AND ANY ADJACENT AREAS  
DEEMED NECESSARY.**

### III.

THE DIRECTOR IS INSTRUCTED TO CARRY OUT PLANS WITH THE STATE OFFICE OF EMERGENCY MANAGEMENT IN COOPERATING WITH THE FEDERAL GOVERNMENT AND TO MAKE AVAILABLE TO THE CITY AND COUNTY PROGRAM THE BENEFITS OF PL 85-606.

### IV.

#### FINANCIAL TRANSACTIONS

RECEIPT AND EXPENDITURE OF ALL FUNDS WILL BE HANDLED IN CONFORMITY WITH THE FINANCIAL PLAN FOR THE COUNTY/CITY EMERGENCY MANAGEMENT ORGANIZATION, IN ACCORDANCE WITH APPLICABLE STATE AND FEDERAL LAWS, RULES AND REGULATIONS.

#### BUDGETS

THE EMERGENCY MANAGEMENT ADMINISTRATION SHALL, PRIOR TO THE BEGINNING OF EACH FISCAL YEAR, SUBMIT TO THE CITY AND THE COUNTY THE PROSPECTIVE BUDGET FOR ITS OPERATION FOR THE COMING YEAR.

The City of McAlester shall compensate McAlester/Pittsburg County Emergency Management in the amount of \$50,000 for the fiscal year 2012-2013, beginning July 1, 2012 ending June 30, 2013. The Emergency Operation Center's (EOC) support and special staff members, who have skills and training in areas needed to provide a total response to an emergency, may assist the City of McAlester's emergency service coordinators in the accomplishment of their duties, perform functions within the EOC to enhance efficiency, or perform critical tasks outside the scope of government departments.

#### TASK ASSIGNMENTS AND RESPONSIBILITIES

1. EMERGENCY MANAGEMENT DIRECTOR is responsible for:
  - A. Coordination of all phases of emergency management.
  - B. EOC communication capability.
  - C. Public information and education.
  - D. EOC operation.
  - E. Comprehensive emergency management planning.

- F. EOC staff training.**
- G. Warning system planning.**
- H. Damage assessment training.**

**WITNESS OUR HANDS THIS DAY AND YEAR FIRST ABOVE WRITTEN.**

---

**Kevin Smith**  
**Chairman, Bd of County**  
**Commissioners**

---

**Steve Harrison**  
**Mayor**

**Attest:**

**Attest:**

---

**Janice Barker**  
**County Clerk**

---

**Cora Middleton**  
**City**

**PUBLIC WORKS PROJECT CONTRACT**  
**BY AND BETWEEN THE**  
**OKLAHOMA DEPARTMENT OF CORRECTIONS AND**  
**City Of McAlester**  
(insert contract party here)

This contractual agreement is entered into by, and between, the Oklahoma Department of Corrections, hereinafter, Department, and the undersigned Oklahoma governmental or political subdivision, City of McAlester, hereinafter, **Public Agency or City of McAlester**, whose governing body has requested in writing, that prisoners be assigned to a Public Works Project heretofore determined by the Oklahoma Board of Corrections to be of necessity for the public well-being and conducive to rehabilitation and the reduction of the recidivism among the participating prisoners. This writing is attached to this agreement and incorporated by reference.

This contract is authorized by 57 O.S. Section 215 et seq. entitled "The Prisoners Public Works Act."

For and in consideration of the following terms, conditions, and covenants the parties herein agree as follows:

1. The Public Agency requests that the offender workers perform the following responsibilities:

**Street Maintenance; lawn maintenance; general labor; house keeping;; and trash pickup.**

The above explanation should include a brief description of the Public Works Project indicating the location and type of work required and will request the number of prisoners it needs to accomplish the Public Works Project.

The Public Agency will also provide work orders, job duties and assignments, and any training to the prisoners and will provide a safe working environment. The Public Agency will furnish all materials and tools necessary for the Public Works Project.

2. The Public Agency covenants that it is a public entity as required by 57 O.S. Section 216, and is entitled to conduct a Public Works Project and the project will meet the requirements of the Prisoners Public Works Act.
3. The Public Agency agrees to use prisoners assigned to the Public Works Project on public property only, except that offender labor may be used on private property for a public purpose. Labor conducted on private property must be approved by the Department representative prior to said work beginning. Public purpose will be defined as a purpose generally affecting the public good of the inhabitants of the state or political subdivision in aid of exercising a governmental function. The prisoners will be utilized as a group for this purpose and not as individuals.

4. The Public Agency will not use the prisoners to provide personal services for private benefit nor to supervise other offenders or prisoners, nor to operate any motor vehicles. The Public Agency will allow the Department to conduct unscheduled periodic visits to the Public Works Project work site to monitor the prisoners and contract compliance.
5. The Public Agency agrees to comply with the Department's prisoners' work force racial balance requirement, and will, upon request, relinquish any assigned prisoner to the custody of the Department.
6. For community placement prisoners, the Public Agency agrees to cooperate and provide prisoner counts at least twice daily and provide close supervision of the prisoner's whereabouts. For minimum security prisoners, the Public Agency agrees that the supervisor will visually observe each prisoner at least every half hour, and that a formal count will be conducted and documented in a log book every 2 hours. The Public Agency will immediately notify the Department and the local law enforcement agency if any prisoner is missing and believed to have escaped and will immediately report any other serious rule infraction. Failure to return to the facility will be deemed an escape and subject to penalty provided by law. The Department will have the ultimate responsibility for the security of the prisoners.
7. The Public Agency agrees to pay to the Department, the base cost plus ten percent on a monthly billing basis, unless otherwise agreed. Ten percent above the base cost will be charged to cover the cost, if any, of the Department's equipment repair and replacement. The base cost may comprise the following categories:
  - a. The cost of transportation of the prisoners to and from the project;
  - b. The cost of lodging and food for the prisoners and correctional personnel assigned to the project;
  - c. The cost of guarding the prisoners;
  - d. The cost of all tools and materials furnished by the DOC, if any;
  - e. The cost of the salaries of the assigned prisoners; and
  - f. Miscellaneous. Specify: None

The Public Agency may be allowed to provide services to the DOC in exchange for the offender labor, as long as the services are enumerated in this agreement and are of an equivalent or greater fair market value.

8. No prisoner so assigned will be considered as an employee of the requesting Public Agency or the Department of Corrections; nor will any such prisoner come within any of the provisions of the State's Labor Code, (40 O.S. 2001 sec. 1 et seq.) or be entitled to any benefits there under whether on behalf of him/herself or that of any other person.

9. The Director of the Department of Corrections or his designee will at all times during the term of this contract have full jurisdiction and authority, to include immediate access, over the discipline and control of the prisoners performing work on the public works project. Unsatisfactory job performance will be documented and reported to the Department by a representative of the Public Agency for discipline, which may include removal and forfeiture of any earned credits or both.
10. The prisoners, while assigned to the Public Works Project, will, for the purpose of punishment for escape, be deemed to be on trusty status and will be under the custody and control of the Department of Corrections. The limits of the place of confinement are extended under the special conditions of this Prisoner Public Works Project pursuant to 57 O.S. sec. 501.1 (A) (4).
11. The Department will select and assign eligible prisoners to work for the Public Agency. The prisoners, while assigned to the Public Works Project, will be exempt from the provisions of the Worker's Compensation Act, (85 O.S. sec. 1 et seq.).
12. The Department will be responsible for the cost of medical and dental health care needs of the prisoners including emergencies while assigned to the Public Works Project, unless said medical condition was caused by the action or lack of action by the Public Agency of one of its representatives, or unless otherwise agreed in writing.
13. The Department will, unless otherwise agreed, provide the transportation to and from the work site of the prisoners assigned to the Public Works Project. The Department will provide lunches to the prisoners unless otherwise agreed.
14. The Department will provide the Public Agency with copies of relevant Department operational policies and procedures that are applicable, as well as the training and orientation required for proper implementation and security.
15. The Public Agency, unless otherwise agreed, will provide work shifts of no longer than eight working hours and to utilize prisoners for no more than eight hours per shift. The normal working hours will be between 0700 and 1800 hours each working day. Weekend and night shifts are not prohibited by this contract but may be utilized under the terms and conditions of this contract. Any additional or different work shifts required will be approved by the warden or district supervisor of the prisoner's correctional facility and attached as an addendum.
16. Either party may immediately terminate this contract for the failure of the other party to perform as per the terms and conditions contained herein. Any damages will be as authorized by law in a court of competent jurisdiction except attorney's fees and related legal costs, which will be, borne by each party separately. Both parties in determining failure to perform will consider any mitigating circumstances.

17. In the event a bona fide dispute or a conflict of interest arises between the parties which cannot be resolved through reasonable diligence, either party may request mediation under the Oklahoma Dispute Resolution Act, 12 O.S. sec. 1801 et seq., as amended. Such request will not be unreasonably refused by the other party. The parties agree that the cost of this process will be borne separately by each party. Any dispute will not effect the performance requirements and duties of this contract. The contract will remain in full force and effect unless otherwise terminated or agreed between the parties.
18. The Public Agency will maintain all records, books of accounts, and such other documents required by law to be maintained and accounted for, and will maintain them in a safe place, and make them available to state and federal officials for inspection as authorized by law, including inspection by the duly authorized officers of the Department. The Public Agency will retain all records, books of accounts, and such other documents relevant to this contract for a period of three years and will make them available for inspection by state and federal officials as required by law, including inspection by the duly authorized officers of the Department.
19. If any provision, clause, or paragraph of this contract or any document incorporated by reference will be determined invalid by a court of competent jurisdiction, such determination will not affect the other provisions, clauses or paragraphs of this contract, which is not affected by the determination. The provisions, clauses or paragraphs, and any documents incorporated by reference are declared severable.
20. This contract will be governed by the laws of the State of Oklahoma, with the venue for any action to be in Oklahoma County.
21. The parties agree that the Governmental Tort Claims Act, 51 O.S. Section 151 et seq., is applicable. Nothing herein will be construed as a waiver of the sovereign immunity defense for the state of Oklahoma or the Department of Corrections.
22. Either party may terminate this contract for any reason by providing 30 days written notification to the other party by certified mail, return receipt requested. The notification period will begin to run upon the next day after the return receipt is signed.
23. All notices required in this contract will be mailed certified mail return receipt requested to the addresses of the parties set forth below.

For the Public Agency:

City of McAlester  
P.O. Box 578  
McAlester, OK. 74502

For the Department:

Jackie Brannon Correctional Center  
P.O.Box 1999  
McAlester, OK 74502

24. **Contract Term:** The term of this contract will be for a period beginning on the date of the execution set forth below and ending on the last day of the current fiscal year. The term of this contract may be extended up to a term of three consecutive one year terms, if agreed to by both parties but may be shorter if agreed in writing. Such extension must be in the form of an addendum as set out in Department of Corrections procedure, OP-090106 entitled "Prisoner Public Works Contracts and Assignment of Offenders to Public Works Programs."
25. The parties will execute this contract in duplicate originals by affixing their signatures hereto in the place provided, and by affixing their respective signatures will warrant that each has the authority to execute and bind their agencies.
26. The parties agree and understand that the prisoners will not displace any employee of the Public Agency nor reduce the employment opportunities of any citizen eligible and qualified.
27. A. The Public Agency will not allow any offender to operate or use any type of equipment unless and until the Public Agency has fully trained the offender in the proper and safe use of the equipment, and have documented records to support said training. Under no circumstances will the Public Agency allow an offender to operate any equipment which has had the manufacturer's safety devices modified or removed, nor allow any offender to operate any dangerous or unsafe equipment. Offenders will not be allowed to operate motor vehicles at any time.
- B. The Public Agency will not allow an employee or agent of the Public Agency to direct, manage or supervise an offender assigned to work on behalf of the Agency until the employee or agent has completed all training required by the Department of Corrections procedure, OP-090106 (Section VII. item D.).
28. A. The Public Agency agrees to the following special conditions, should the offender workers be required to work in the area of a school or in a location in which minor children are regularly located:
1. While the offender crew is working on the school grounds, or while the offender crew is supervised by employees or agents of the Public Agency, any damages caused by offenders assigned to the Public Agency will be the responsibility of the Public Agency.

2. Department of Corrections' offenders shall be escorted by the Public Agency employees or agents at all times while away from the facility and when moving between school buildings or on school property.
  3. Department of Corrections' offenders assigned to duties outside of a confined area will be in direct line of sight of public agency employees or agents and monitored in an appropriate manner at such times as the offenders are outside confined spaces.
  4. Department of Corrections' offenders assigned to this agreement shall not be on school property when children are present. All work performed will be done when school is not in session.
- B. The Public Agency agrees to the following special conditions should the offender workers be assigned from Community Residential Supervision:
1. When outside the facility on assigned work detail, the work supervisor will have visual contact with the offender once every hour and the offender will not leave the defined work area without approval of the supervisor.

## 29. INDEMNIFICATION

- A. Without waiving any defense or immunity, and subject to the Oklahoma Tort Claims Act, the Public Agency agrees to bear all expenses, fines, judgments, and cost(s), including its own attorney fees, which may arise from any and all acts of its officials, agents, and employees in relation to the performance or nonperformance of the Agreement.
- B. Without waiving any defense or immunity, and subject to the Oklahoma Tort Claims Act, the Department agrees to bear all expenses, fines, judgments, and cost(s), including its own attorney fees, which may arise from any and all acts of its officials, agents, and employees in relation to the performance or nonperformance of the Agreement."

PUBLIC WORKS CONTRACT OKLAHOMA DEPARTMENT OF CORRECTIONS City of McAlester (Expo Center)			
<b>DATE:</b>			
<b>\$ 0.00</b>		A.	The cost of transportation of the offenders to and from the project.
<b>\$ 110.00</b>		B.	The cost of lodging and food for the offenders and correctional personnel assigned to the project. Food Costs for 5 offenders at a rate of \$1:00 per day
<b>\$ 0.00</b>		C.	The cost of guarding the offenders.
<b>\$0.00</b>		D.	The cost of all tools and materials furnished by the Department.
<b>\$100.00</b>		E.	The cost of the salaries of the assigned offenders in accordance with their level assignment. (5 OFFENDERS at a rate of not less than \$10.00 per month and not to exceed \$20.00 per month per offender)
<b>\$ 0.00</b>		F.	Other miscellaneous. (See addendum)
<b>\$ 210.00</b>		<b>SUBTOTAL</b>	
<b>21.00</b>		Plus 10%	
<b>\$ 231.00</b>		<b>TOTAL COST PLUS TEN PERCENT TO BE BILLED MONTHLY</b>	
Oklahoma Department of Corrections		Agency Representative	
<p>These costs are provided for in the PPW Act, and if there are none, please put a zero in the line. Any miscellaneous costs may be listed separately in addendum.</p>			

<b>PUBLIC WORKS CONTRACT</b>			
<b>OKLAHOMA DEPARTMENT OF CORRECTIONS</b>			
<b>City of McAlester (Carl Albert Parkway)</b>			
<b>DATE:</b>			
<b>\$ 0.00</b>		A.	The cost of transportation of the offenders to and from the project.
<b>\$ 132.00</b>		B.	The cost of lodging and food for the offenders and correctional personnel assigned to the project. Food Costs for 6 offenders at a rate of \$1:00 per day
<b>\$ 0.00</b>		C.	The cost of guarding the offenders.
<b>\$0.00</b>		D.	The cost of all tools and materials furnished by the Department.
<b>\$120.00</b>		E.	The cost of the salaries of the assigned offenders in accordance with their level assignment.( 6 OFFENDERS at a rate of not less than \$10.00 per month and not to exceed \$20.00 per month per offender)
<b>\$ 0.00</b>		F.	Other miscellaneous. (See addendum)
<b>\$ 252.00</b>		<b>SUBTOTAL</b>	
<b>25.20</b>		Plus 10%	
<b>\$ 277.00</b>		<b>TOTAL COST PLUS TEN PERCENT TO BE BILLED MONTHLY</b>	
Oklahoma Department of Corrections		Agency Representative	
<p>These costs are provided for in the PPW Act, and if there are none, please put a zero in the line. Any miscellaneous costs may be listed separately in addendum.</p>			

*Joe, please review  
Contract  
for 6/26/12  
City Council Mtg*

DATE: June 7, 2012

City of McAlester  
Attn: Peter Stasiak  
Box 578  
McAlester, OK 74502

SUBJ: PPW Contract 2012-2013

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Dear Ms. Morant.

Attached, for your review and approval, are the PPW Crew Contracts for the 2012-2013 year. If the City of McAlester is interested in keeping their PPW Crew, the "contract" and both attachment "A's" must be signed, notarized, and returned to us. We will then sign, notarize, and return a completed copy to you.

Please return before June 30, 2012. Failure to return the contracts may be considered as an indicator that the PPW crew is no longer needed and the offenders committed elsewhere.

Your cooperation is appreciated and we thank you for your patience in this matter

Thank You.

*Emma Watts*  
Emma Watts, Warden  
Jackie Brannon Correctional Center

## **CONTRACT**

This Contract is made between the City of McAlester, a municipal corporation ("City") and McAlester Main Street Association, Inc., a non-profit corporation ("MMSA"). In this Contract, either the City or MMSA may also be referred to individually as a "Party" or jointly as the "Parties."

### **WITNESSETH:**

**WHEREAS**, the City of McAlester having been selected as an Oklahoma Main Street Community and desiring to promote and assist McAlester Main Street Association, Inc. in attaining the goals and objectives of such program which are intended to accomplish the economic and commercial development and revitalization of the geographic commercial district, as designated in its plan, hereinafter referred to as the "District", resulting in increased retail sales tax revenues, among other benefits, and to better inform business owners, entrepreneurs, developers and government officials; and

**WHEREAS**, MMSA possesses the knowledge, skills and ability to assist the City in achieving these goals and objectives.

**NOW, THEREFORE**, in consideration of the mutual promises, obligations, representations, and assurances in this Contract, the Parties agree to the following:

### **1. SCOPE OF SERVICES**

- A. MMSA will engage in those activities on behalf of the City in order to achieve the economic and commercial development and revitalization of the "District" and, to promote the general welfare of the community and its citizens.
- B. MMSA will provide technical assistance on behalf of the City to promote and accomplish its announced purpose, goals and objectives to the benefit of the City.
- C. The City and MMSA will jointly establish a set of measurable goals and objectives to provide accountability and assess the effectiveness of MMSA's efforts. Goals shall be as specific as possible. They shall not include service on boards or commissions.
- D. In furtherance of the agreed-upon goals and objectives, MMSA shall provide an action plan to the City within 60 days after the effective date of this Contract and update periodically as appropriate.
- E. MMSA will provide written reports to the City as requested that shall include the current measurements against the goals and objectives. Said reports shall be presented to city manager.
- F. The City will independently monitor MMSA's progress against its goals and objectives and may request written reports from the City's Audit and Finance Advisory Committee. MMSA will provide its full cooperation in the preparation of such reports and will attend Audit and Finance Advisory Committee meetings upon the City's request.
- G. MMSA will provide to the City a written annual performance report on activities within thirty days following the end of the City's fiscal year.

contract shall remain in full force and effect. Notwithstanding the above, if MMSA's promise to indemnify or hold the City harmless is found illegal or invalid, MMSA shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any claims against the City.

L. Survival of Terms and Conditions. The following terms and conditions shall survive and continue in full force beyond the termination and/or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their very nature:

- a. "ASSURANCES AND WARRANTIES"
- b. "INDEMNIFICATION":
  - i. "SEVERABILITY; AND
  - ii. "SURVIVAL OF TERMS AND CONDITIONS"

Executed and adopted upon motion duly made, seconded and passed this \_\_\_\_\_ day of \_\_\_\_\_, 2012, for the City of McAlester.

CITY OF MCALESTER, OKLAHOMA  
A Municipal Corporation

By \_\_\_\_\_  
Steve Harrison

ATTEST:

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

APPROVED AS TO FORM AND LEGALITY:

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

Executed and adopted upon motion duly made, seconded and passed this \_\_\_\_\_ day of \_\_\_\_\_, 2012, for the McAlester Main Street Association, Inc.

McAlester Main Street Association, Inc.

By *[Signature]*  
~~Cecilia McMahon~~ Secretary

ATTEST

\_\_\_\_\_  
Secretary



**Goals for 2012 2013 Fiscal Yr:**

**McAlester Main Street partners with:**

State and national Main Street programs	Local Downtown and Old Town Merchants	US Environmental Protection Agency
National Preservation Society	Wal-Mart	DEQ
McAlester Chamber of Commerce	PSO/AEP	McAlester Public Schools
City of McAlester	Narconon	Arvest Bank
Pride in McAlester	Take McAlester Back	First National Bank
MPower of McAlester	McAlester news Capitol	Bank N.A.
Kiamichi Vo-Tech	McAlester Radio	Old Town Association

**McAlester Main Street goals:**

- Help preserve and revitalize our Historic downtown
- Help attract small businesses to our Historic downtown
- Hold Main Street events to boost our city sales tax
- Help advertise and promote our Main Street Districts

**Goals for FY 2012:**

- Minimum of 6 streetscape committee meetings with guidance to keep on track:
  - RFP's & RFQ's to be generated and sent to prospective Architects and Engineers
  - Aggressively researching funding alternatives
- CultureFest work with Arts in Humanities, The Chamber, and Pride in McAlester with a goal of bringing 5,000 visitors to highlight our historic downtown
- Meet Budget
  - Recruit more corporate sponsors
  - Recruit more support from outside the districts
  - Maintain current membership
  - Fund raisers
- Maintain compliance with state and city contracts
- Complete goals not achieved in FY
- Participate in eligible quality award events that highlight McAlester, such as the Oklahoma State Fair, Main Street Day at the Capitol, etc.

918-423-8888

www.mcalestermainstreet.com

215 East Choctaw Avenue, Suite 112 mcalestermainst@att.net

McAlester, OK 74501

Corporate Sponsors: First National Bank, The Bank NA, McAlester Radio, City of McAlester, Arvest, BancFirst

## **CONTRACT**

This Contract is made between the City of McAlester, a municipal corporation ("City") and Pride In McAlester, Inc., a non-profit corporation ("PIM"). In this Contract, either the City or PIM may also be referred to individually as "Party" or jointly as the "Parties."

### **WITNESSETH:**

**WHEREAS**, the City desires to assist PIM in its efforts to enhance the community with activities to beautify and clean up McAlester; and

**WHEREAS**, PIM possess the knowledge, skills, and ability to assist the City in achieving these desires,

**NOW, THEREFORE**, in consideration of the mutual promises, obligations, representations, and assurances in this Contract, the Parties agree to the following:

### **1. SCOPE OF SERVICES**

- A. PIM will engage in clean up and beautification activities on behalf of the City in order to promote the general welfare of the community and its citizens.
- B. PIM will provide procedural assistance on behalf of the City to promote and accomplish its announced purpose to improve the overall appearance and cleanliness of the City.
- C. The City and PIM will jointly establish a set of measurable goals and objectives to provide accountability and assess the effectiveness of PIM's efforts. Goals shall be as specific as possible. They shall not include service on boards or commissions.
- D. In furtherance of the agreed-upon goals and objectives, PIM shall provide quarterly reports to the City that shall include the current measurements against the goals and objectives and financial statements. Said reports shall be presented to the city manager.
- E. The City will independently monitor PIM's progress against its goals and objectives and may request written reports from the City's Audit and Finance Advisory Committee. PIM will provide its full cooperation in the preparation of such reports and will attend Audit and Finance Advisory Committee meetings upon the City's request.
- F. PIM will provide to the City a written annual performance report on activities within thirty days following the end of the City's fiscal year.

**2. PAYMENT FOR SERVICES**

- A. In support of PIM's normal cost of operations, the City will pay to PIM the amount of \$60,000.00 during the term of this Contract in monthly payments as the Parties deem most appropriate to assist PIM in accomplishing its goals.
- B. PIM shall provide appropriate documentation to the City in support of a written request for payment. Requests for payment may be submitted at any time but are limited to no more than one request per calendar month.
- C. The City shall process requests for payments through its normal payment procedures.

**3. EFFECTIVE DATE AND TERMINATION**

- A. The effective date of this Contract shall be July 1, 2012, and unless otherwise terminated or cancelled as provided below, it shall end on June 30, 2013, at which date this Contract expires without any further act or notice of either Party being required. The Parties are under no obligation to renew or extend this Contract.
- B. The City or PIM may terminate and/or cancel this Contract, or any part thereof, at any time during its term upon thirty days' notice, for any reason without incurring obligation or penalty of any kind. The effective date of notice for termination or cancellation shall be the date of council or PIM board action providing for said termination or cancellation.
- C. The City's sole obligation in the event of termination is for payment for services rendered by PIM before the effective date of termination and shall be based on a proportionate share of the total amount provided in this contract, earned to date of termination, as determined by the City.
- D. Notices given under this Contract shall be in writing and shall either be personally delivered or sent by first class U.S. mail, postage prepaid.
- E. Any modifications, amendments, recessions, waivers, or releases to this Contract must be in writing and agreed to by both Parties.

If notice is sent to PIM, it shall be addressed to:

President of Board of Directors  
Pride In McAlester  
P.O. Box 583  
McAlester, OK 74502

If notice is sent to the City, it shall be addressed to:

City Clerk  
City of McAlester  
City Hall  
First and Washington  
McAlester, OK 74501

4. **ASSURANCES AND WARRANTIES**

- A. PIM warrants that all services performed hereunder will be performed in a manner that complies with all applicable laws, statutes, regulations, ordinances, and professional standards.
- B. PIM shall be solely responsible for all costs and expenses incident to the performance of all services for the City.
- C. PIM shall solely control, direct and supervise all PIM employees with respect to all obligations under this Contract. PIM will be solely responsible for the conduct and supervision of any of its employees. Nothing in this Contract is intended to establish an employer-employee relationship between the City and either PIM or any PIM employee. All PIM employees assigned to provide services under this Contract by PIM shall, in all cases, be deemed employees of PIM and not employees, agents or subcontractors of the City.
- D. Nothing in this Contract is intended to authorize PIM to obligate the City regarding any commitment to a third party, including but not necessarily limited to, cash or non-cash incentives and the sale, lease or donation of real or personal property, without the prior specific consent of the city council as evidenced by a recorded majority vote in open session.

5. **INDEMNIFICATION**

- A. PIM shall indemnify and hold the City harmless from any and all claims which are asserted against the City by any person or entity, alleged to have been caused or found to arise, from the acts, performances, errors, or omissions of PIM or its employees.
- B. PIM shall have no rights against the City for any indemnification (e.g., contractual, equitable, or by implication), contribution, subrogation, and/or any other right to be reimbursed by the City except as expressly provided herein.
- C. PIM waives and releases all actions, liabilities, loss and damages including any subrogated rights it may have against the City based upon any claim

brought against the City do to the negligent acts or omission of a PIM employee.

6. **GENERAL TERMS AND CONDITIONS**

- A. Access and Records. PIM will maintain accurate books and records in connection with the services provided under this Contract for 36 months after the end of this Contract, and provide the City with reasonable access to such books and records.
- B. Captions. The section and subsection numbers, captions, and any index to such sections and subsections contained in the Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this Contract. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this Contract shall be deemed the appropriate plurality, gender, or possession as the context requires.
- C. City Right to Suspend Services. Upon written notice, the City may suspend performance of this Contract if PIM has failed to comply with Federal, State, or Local laws, or any requirements contained in this Contract. The right to suspend services is in addition to the City's right to terminate and/or cancel this Contract. The City shall incur no penalty, expense, or liability to PIM if the city suspends services under this section.
- D. Compliance with Laws. PIM shall comply with all Federal, State, and Local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract.
- E. Conflict of Interest. To avoid any real or perceived conflict of interest, PIM shall refrain from hiring any person who is presently employed by the City, or relatives of any persons who are presently employed by the City. Further, the City shall be notified if any such person serves in any position or office of PIM.
- F. Entire Contract. This Contract represents the entire Contract and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements or Contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.
- G. Force Majeure. Notwithstanding any other term or provision of this Contract, neither Party shall be liable to the other for any failure of



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**OBJECTIVE:** Continue working on the historic restoration and preservation of the OKLA Theater.

**GOAL:** Continue to work with the Department of Environmental Quality, Environmental Protection Agency, Department of Labor, and other resources to identify and responsibly remove environmental hazards present in the OKLA Theater.

**GOAL:** Continue collaboration with the Ardeneum of Oklahoma Historical and Educational Organization and McAlester Main Street to progress restoration of the OKLA Theater.

**GOAL:** Begin work on fundraising resources, methodologies, and other considerations towards financing the restoration and environmental remediation needs.

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**OBJECTIVE:** Promote and implement Keep Oklahoma Beautiful and Keep America Beautiful initiatives in McAlester.

**GOAL:** Continue the promotion of America Recycles Day

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

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

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

**GOAL:** Continue to make applications for Fresh Paint Days.

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**OBJECTIVE:** Work with and maintain membership with other organizations.

**GOAL:** Maintain affiliation status and participation with Keep Oklahoma Beautiful.

**GOAL:** Maintain participation and membership with the Oklahoma Recycling Association.

**GOAL:** Maintain participation and membership with Preservation Oklahoma.

**GOAL:** Maintain participation and membership with the McAlester Area Chamber of Commerce.

**GOAL:** Maintain participation and membership with McAlester Main Street.

**GOAL:** Continue to support and participate during Make A Difference Day.

**GOAL:** Work with other national, state, and local organizations for community advancement and promotion of sustainability.

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## Pride In McAlester 2012-2013 Budget

### Revenue

Donations	\$ 5,000.00
Fundraiser	\$ 37,000.00
Grants	\$ 1,000.00
McAlester City Contract	\$ 60,000.00
Membership	\$ 1,200.00

### Total Revenue

\$ 104,200.00
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### Operating Expenses

Advertising and Printing	\$ 2,500.00
Awards and Events	\$ 2,000.00
Discretionary Expenses	\$ 2,200.00
Fundraiser	\$ 16,000.00
Insurance (Workers Comp, Liability, Vehicle, Etc.)	\$ 2,500.00
Office Expense Rent	\$ 5,000.00
Office Supplies	\$ 3,000.00
Postage	\$ 400.00
Professional Dues	\$ 500.00
Salary and Payroll WC Taxes	\$ 40,000.00
Telephone and Internet	\$ 2,000.00
Travel Expense	\$ 2,000.00
Utilities	\$ 2,700.00
Vehicle Expenses	\$ 1,500.00
Waste Removal and Trans	\$ 21,000.00
High School Auxiliary Budget	\$ 500.00
<b>Total Expenses</b>	<b>\$ 103,800</b>

### Net Income

\$ 400.00
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With this request we ask for your commitment for the fiscal 2012-2013 year.

9:07 AM

06/11/12

Accrual Basis

**Pride In McAlester**  
**Profit & Loss**  
 July 1, 2011 through June 11, 2012

	Jul 1, '11 - Jun 11, 12
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
Direct Public Support	
Donations, Individual	3,460.59
<b>Total Direct Public Support</b>	<b>3,460.59</b>
Discounts Earned	53.33
Indirect Public Support	
United Way, CFC Contributions	200.00
<b>Total Indirect Public Support</b>	<b>200.00</b>
Other Types of Income	
Contracted services	50,200.00
Grants	300.00
<b>Total Other Types of Income</b>	<b>50,500.00</b>
Program Income	
Fund Raisers	
Concessions	1,120.06
Farmers Market	-1,000.00
Miscellaneous fund raising	103.09
Sales - Thrift Store	34,046.03
Scrap Metal Sales	4,783.15
Shirt Sales	90.00
<b>Total Fund Raisers</b>	<b>39,142.33</b>
Membership Dues	710.00
<b>Total Program Income</b>	<b>39,852.33</b>
<b>Total Income</b>	<b>94,066.25</b>
<b>Expense</b>	
Advertising	1,882.11
Contract Services	1,768.90
Dues - Membership	135.00
Facilities and Equipment	
Insurance	1,484.67
Lease Equipment	73.07
Maintenance	650.00
Rent - Office	3,910.00
<b>Total Facilities and Equipment</b>	<b>6,117.74</b>
Fund Raiser Expense	1,558.85
Misc. Clean Up Expense	158.59
Office Supplies	2,639.92
Payroll Expenses	
Payroll Tax	1,709.83
Wages	25,617.06
Workers Comp Insurance	806.00
<b>Total Payroll Expenses</b>	<b>28,132.89</b>
Project Expense	
Awards	462.60
Recycling Fees - TV & CRT	3,320.00
Shredding	600.00
Waste/Bin Removal/HHW	12,500.00
Project Expense - Other	75.00
<b>Total Project Expense</b>	<b>16,957.60</b>
Scholarships	250.00
Special Projects Expense	221.87
Taxes - other	233.50
Telephone, Telecommunications	1,365.44

9:07 AM

06/11/12

Accrual Basis

**Pride In McAlester**  
**Profit & Loss**  
July 1, 2011 through June 11, 2012

	<u>Jul 1, '11 - Jun 11, 12</u>
<b>Thrift Store Expense</b>	
Gas & other auto expense	282.01
Maint. - Plaza	2,692.47
Newspaper Ads	519.00
Other misc. expenses	1,306.67
Rent - Plaza	6,000.00
Telephone Expense	332.10
Utilities - Pride Plaza	4,092.72
Waste Disposal	174.06
Thrift Store Expense - Other	57.52
<b>Total Thrift Store Expense</b>	<u>15,456.55</u>
<b>Travel and Meetings</b>	
Conference, Convention, Meeting	1,439.57
Travel	490.00
Travel and Meetings - Other	17.61
<b>Total Travel and Meetings</b>	<u>1,947.18</u>
<b>Truck Expense</b>	360.35
<b>Write Off</b>	126.05
<b>Total Expense</b>	<u>79,312.54</u>
<b>Net Ordinary Income</b>	<u>14,753.71</u>
<b>Net Income</b>	<u><u>14,753.71</u></u>



**COMMUNICATIONS, LLC**

(918) 429-0000

906 E. Wyandotte • McAlester, OK 74501

# Invoice

6/6/2012

4755

Bill To
City of McAlester 28 E. Washington McAlester, OK 74501

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due on receipt		6/6/2012			

Quantity	Item Code	Description	Price Each	Amount
1	Service Contract	Telephone / Communications Service Agreement - 7/1/2012 through 6/30/2013 McAlester City Hall - Samsung iDCS Telephone Equipment	3,200.00	3,200.00

<b>Thank You! We appreciate your business.</b>	<b>Total</b>	\$3,200.00
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**BUSINESS TELEPHONE SYSTEMS**

**TELESYS COMMUNICATIONS**

New Systems • Repairs, Moves, and Additions to Existing Systems  
Call Accounting, Voice Mail, Automated Attendant, Message On Hold, Cabling

**EQUIPMENT MAINTENANCE AGREEMENT**

**BizTel Communications**

906 E Wyandotte  
McAlester, Ok. 74501  
918-429-0000

**Customer**

City of McAlester  
28 E. Washington  
McAlester, Ok. 74501

**AGREEMENT SCHEDULE**

**Equipment Location**

**McAlester City Hall  
28 E Washington  
McAlester, Ok. 74501**

**Equipment Covered**

1 – Samsung iDCS Digital Telephone System and telephone sets equipped for 24 CO ports, 64 digital ports, 16 analog ports and 8 voice mail ports.

*Note – Items not covered include headsets, cordless phones, answering machines, fax machines, credit card machines, modems, battery backups, paging equipment, programming, software, or any device not connected directly to the telephone system.*

**Effective Date 7/1/2012 through 6/30/2013**

**Fixed Yearly Rate - \$ 3200.00**

**BizTel Communications**

**CUSTOMER**

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Name and Title

## Equipment Maintenance Agreement

### A. Coverage

BizTel Communications, hereinafter known as BizTel, agrees to service and maintain the equipment specified in the agreement schedule in accordance with the following terms and conditions:

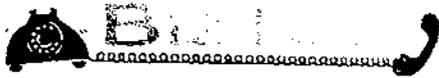
1. BizTel will furnish all necessary service, including parts, materials and labor, to maintain the equipment in good working condition and service will be performed in a workmanship like manner with replacement parts of good quality. Normal maintenance work will be performed during BizTel's normal working hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, except Holidays. Service response will normally be provided for malfunctions, which originate within the equipment within one (1) working day of the Customer's notification. Emergency service involving a total or substantial equipment outage (i.e., where the Customer's equipment is unable to place or receive calls) will normally be provided within three (3) hours of Customer's notifications.
2. This agreement covers failure of the equipment caused by normal wear and tear and does not cover other failures including but not limited to, Acts of God, alterations by any one other than BizTel including improper wiring installation or repair, theft, accident, misuse, abuse, fire, wind, flood or lightning. Further, maintenance does not include labor and material cost of additions to, relocation, rearrangements, or removal of equipment. All repair or services requested by the Customer that are outside the scope of this agreement will be furnished at BizTel's applicable rates for time and materials then in effect. Maintenance service will be rendered as provided above unless prevented by causes beyond BizTel's reasonable control. BizTel shall have, and Customer hereby grants, full and unrestricted access to the premises on which the equipment is located. BizTel is not responsible for any rigid conduit or raceway. Customer agrees to supply electrical facilities. Customer facilities shall be dry and free of dust and necessary elevator service, heat, light and sanitary facilities shall be provided by Customer.

### B. Payment and Renewal

The Customer agrees to pay BizTel the charge set forth on the Agreement Schedule, plus applicable taxes or finance charges. Payment will be due upon acceptance of this agreement and prior to the effective date for subsequent renewals. The term of this agreement is for one (1) year unless renewed. This Equipment Maintenance Agreement shall be automatically renewed from year to year thereafter, unless Customer shall advise BizTel in writing of its intention to cancel this Agreement prior to thirty (30) days before expiration of an annual term. When so renewed, any rate increase for maintenance service will be based on BizTel's prevailing rate for similar services to other Customers in the same city. If equipment is added to the system subsequent to that which is listed on the Equipment Schedule, a new charge will be computed to take into account the increased cost of servicing and maintaining the equipment added and such charge will be billed to the Customer as soon as such charges are applicable. BizTel may, at its option terminate this agreement by giving the Customer ten (10) days written notice if customer defaults in its payment to BizTel. Charges which are not paid when due shall be subject to a service charge of 1.5% per month or at the maximum rate permitted by law, whichever is lesser.

### C. Miscellaneous

1. In the performance of this agreement, BizTel shall be liable only for the expense of providing normal repair and maintenance service, but in no event be liable for special or consequential damages, for loss, damage directly or indirectly arising from Customer's inability to use the equipment whether separately or in combination with any other equipment, personal injury, or commercial loss. Further no liability will arise if performance of such service is prevented by declared government emergencies, civil disturbances, strikes or other causes beyond BizTel's control.
2. BizTel shall have the right to subcontract in whole or in part the maintenance work called for by this agreement. However, BizTel shall not be relieved of any liability under this agreement on account of a subcontract.
3. If other than BizTel's authorized representatives perform any repair, maintenance service, or supplemental installation while the equipment is under fixed rate provision of this agreement which in the opinion of BizTel increases the maintenance cost thereof, BizTel shall so notify customer and an equitable adjustment shall be made. If no agreement can be reached on the increased cost, BizTel at its option may terminate this agreement.
4. The provisions contained in the Equipment Maintenance Agreement constitute the entire agreement between BizTel and the Customer and any alteration or modifications hereto must be in writing, reference this agreement and be executed by both parties. This Agreement shall bind and benefit both parties hereto including their successors, designees and assigns.



COMMUNICATIONS, LLC

(918) 429-0000

906 E. Wyandotte • McAlester, OK 74501

# Invoice

6/6/2012

4756

Bill To
City of McAlester 28 E. Washington McAlester, OK 74501

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due on receipt		6/6/2012			

Quantity	Item Code	Description	Price Each	Amount
1	Service Contract	Telephone / Communications Service Agreement - 7/1/2012 through 6/30/2013 Non-System telephones located both in and outside of City Hall	3,060.00	3,060.00

<b>Thank You! We appreciate your business.</b>	<b>Total</b>	\$3,060.00
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**BUSINESS TELEPHONE SYSTEMS**

**TELESYS COMMUNICATIONS**

New Systems • Repairs, Moves, and Additions to Existing Systems  
Call Accounting, Voice Mail, Automated Attendant, Message On Hold, Cabling

**EQUIPMENT MAINTENANCE AGREEMENT**

**BizTel Communications**

906 E Wyandotte  
McAlester, Ok. 74501  
918-429-0000

**Customer**

City of McAlester  
28 E. Washington  
McAlester, Ok. 74501

**AGREEMENT SCHEDULE**

**Non-System Service Contract Coverage**

City Hall – Main Fire Dept – Police Dept, South Fire Station, North Fire Station, Airport, Landfill, Cemetery, Softball Complex, Filter Plant, Lake Patrol, East Plant, West Plant, Stipe Center, 8 City Pools, Hereford Lane Police and Waste water shop, Traffic Control and Parks, Central Garage and Sanitation, Police Tower, Firing Range and 5 Water Lift Stations

**Equipment Covered**

**All 1 and 2 line Non-system telephones and associated wiring owned by the City of McAlester.**

*Note – Items not covered include headsets, answering machines, fax machines, credit card machines, modems, battery backups, paging equipment, programming, software, or any device not connected directly to the telephone network.*

**Effective Date 7/1/2012 through 6/30/2013**

**Fixed Yearly Rate - \$ 3060.00**

**BizTel Communications**

**CUSTOMER**

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Name and Title

## Equipment Maintenance Agreement

### A. Coverage

BizTel Communications, hereinafter known as BizTel, agrees to service and maintain the equipment specified in the agreement schedule in accordance with the following terms and conditions:

1. BizTel will furnish all necessary service, including parts, materials and labor, to maintain the equipment in good working condition and service will be performed in a workmanship like manner with replacement parts of good quality. Normal maintenance work will be performed during BizTel's normal working hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, except Holidays. Service response will normally be provided for malfunctions, which originate within the equipment within one (1) working day of the Customer's notification. Emergency service involving a total or substantial equipment outage (i.e., where the Customer's equipment is unable to place or receive calls) will normally be provided within three (3) hours of Customer's notifications.
2. This agreement covers failure of the equipment caused by normal wear and tear and does not cover other failures including but not limited to, Acts of God, alterations by any one other than BizTel including improper wiring installation or repair, theft, accident, misuse, abuse, fire, wind, flood or lightning. Further, maintenance does not include labor and material cost of additions to, relocation, rearrangements, or removal of equipment. All repair or services requested by the Customer that are outside the scope of this agreement will be furnished at BizTel's applicable rates for time and materials then in effect. Maintenance service will be rendered as provided above unless prevented by causes beyond BizTel's reasonable control. BizTel shall have, and Customer hereby grants, full and unrestricted access to the premises on which the equipment is located. BizTel is not responsible for any rigid conduit or raceway. Customer agrees to supply electrical facilities. Customer facilities shall be dry and free of dust and necessary elevator service, heat, light and sanitary facilities shall be provided by Customer.

### B. Payment and Renewal

The Customer agrees to pay BizTel the charge set forth on the Agreement Schedule, plus applicable taxes or finance charges. Payment will be due upon acceptance of this agreement and prior to the effective date for subsequent renewals. The term of this agreement is for one (1) year unless renewed. This Equipment Maintenance Agreement shall be automatically renewed from year to year thereafter, unless Customer shall advise BizTel in writing of its intention to cancel this Agreement prior to thirty (30) days before expiration of an annual term. When so renewed, any rate increase for maintenance service will be based on BizTel's prevailing rate for similar services to other Customers in the same city. If equipment is added to the system subsequent to that which is listed on the Equipment Schedule, a new charge will be computed to take into account the increased cost of servicing and maintaining the equipment added and such charge will be billed to the Customer as soon as such charges are applicable. BizTel may, at its option terminate this agreement by giving the Customer ten (10) days written notice if customer defaults in its payment to BizTel. Charges which are not paid when due shall be subject to a service charge of 1.5% per month or at the maximum rate permitted by law, whichever is lesser.

### C. Miscellaneous

1. In the performance of this agreement, BizTel shall be liable only for the expense of providing normal repair and maintenance service, but in no event be liable for special or consequential damages, for loss, damage directly or indirectly arising from Customer's inability to use the equipment whether separately or in combination with any other equipment, personal injury, or commercial loss. Further no liability will arise if performance of such service is prevented by declared government emergencies, civil disturbances, strikes or other causes beyond BizTel's control.
2. BizTel shall have the right to subcontract in whole or in part the maintenance work called for by this agreement. However, BizTel shall not be relieved of any liability under this agreement on account of a subcontract.
3. If other than BizTel's authorized representatives perform any repair, maintenance service, or supplemental installation while the equipment is under fixed rate provision of this agreement which in the opinion of BizTel increases the maintenance cost thereof, BizTel shall so notify customer and an equitable adjustment shall be made. If no agreement can be reached on the increased cost, BizTel at its option may terminate this agreement.
4. The provisions contained in the Equipment Maintenance Agreement constitute the entire agreement between BizTel and the Customer and any alteration or modifications hereto must be in writing, reference this agreement and be executed by both parties. This Agreement shall bind and benefit both parties hereto including their successors, designees and assigns.



COMMUNICATIONS, LLC

(918) 429-0000

906 E. Wyandotte • McAlester, OK 74501

# Invoice

6/6/2012

4758

Bill To
City of McAlester 28 E. Washington McAlester, OK 74501

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Duc on receipt		6/6/2012			

Quantity	Item Code	Description	Price Each	Amount
1	Service Contract	Telephone / Communications Service Agreement - 7/1/2012 through 6/30/2013 McAlester EXPO Center	1,320.00	1,320.00

<b>Thank You! We appreciate your business.</b>	<b>Total</b>	\$1,320.00
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**BUSINESS TELEPHONE SYSTEMS**

**TELESYS COMMUNICATIONS**

New Systems • Repairs, Moves, and Additions to Existing Systems  
Call Accounting, Voice Mail, Automated Attendant, Message On Hold, Cabling

**EQUIPMENT MAINTENANCE AGREEMENT**

**BizTel Communications**

906 E Wyandotte  
McAlester, Ok. 74501  
918-429-0000

**Customer**

City of McAlester  
28 E. Washington  
McAlester, Ok. 74501

**AGREEMENT SCHEDULE**

**Equipment Location**

**McAlester EXPO Center  
4500 W Hwy 270  
McAlester, Ok. 74501**

**Equipment Covered**

1 – Samsung Compact Telephone System and telephone sets equipped for 6 CO ports, 12 digital ports, 2 analog ports and 2 voice mail ports.

*Note – Items not covered include headsets, cordless phones, answering machines, fax machines, credit card machines, modems, battery backups, paging equipment, programming, software, or any device not connected directly to the telephone system.*

**Effective Date 7/1/2012 through 6/30/2013**

**Fixed Yearly Rate - \$ 1320.00**

**BizTel Communications**

By \_\_\_\_\_

Date \_\_\_\_\_

**CUSTOMER**

By \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Name and Title

## Equipment Maintenance Agreement

### A. Coverage

BizTel Communications, hereinafter known as BizTel, agrees to service and maintain the equipment specified in the agreement schedule in accordance with the following terms and conditions:

1. BizTel will furnish all necessary service, including parts, materials and labor, to maintain the equipment in good working condition and service will be performed in a workmanship like manner with replacement parts of good quality. Normal maintenance work will be performed during BizTel's normal working hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, except Holidays. Service response will normally be provided for malfunctions, which originate within the equipment within one (1) working day of the Customer's notification. Emergency service involving a total or substantial equipment outage (i.e., where the Customer's equipment is unable to place or receive calls) will normally be provided within three (3) hours of Customer's notifications.
2. This agreement covers failure of the equipment caused by normal wear and tear and does not cover other failures including but not limited to, Acts of God, alterations by any one other than BizTel including improper wiring installation or repair, theft, accident, misuse, abuse, fire, wind, flood or lightning. Further, maintenance does not include labor and material cost of additions to, relocation, rearrangements, or removal of equipment. All repair or services requested by the Customer that are outside the scope of this agreement will be furnished at BizTel's applicable rates for time and materials then in effect. Maintenance service will be rendered as provided above unless prevented by causes beyond BizTel's reasonable control. BizTel shall have, and Customer hereby grants, full and unrestricted access to the premises on which the equipment is located. BizTel is not responsible for any rigid conduit or raceway. Customer agrees to supply electrical facilities. Customer facilities shall be dry and free of dust and necessary elevator service, heat, light and sanitary facilities shall be provided by Customer.

### B. Payment and Renewal

The Customer agrees to pay BizTel the charge set forth on the Agreement Schedule, plus applicable taxes or finance charges. Payment will be due upon acceptance of this agreement and prior to the effective date for subsequent renewals. The term of this agreement is for one (1) year unless renewed. This Equipment Maintenance Agreement shall be automatically renewed from year to year thereafter, unless Customer shall advise BizTel in writing of its intention to cancel this Agreement prior to thirty (30) days before expiration of an annual term. When so renewed, any rate increase for maintenance service will be based on BizTel's prevailing rate for similar services to other Customers in the same city. If equipment is added to the system subsequent to that which is listed on the Equipment Schedule, a new charge will be computed to take into account the increased cost of servicing and maintaining the equipment added and such charge will be billed to the Customer as soon as such charges are applicable. BizTel may, at its option terminate this agreement by giving the Customer ten (10) days written notice if customer defaults in its payment to BizTel. Charges which are not paid when due shall be subject to a service charge of 1.5% per month or at the maximum rate permitted by law, whichever is lesser.

### C. Miscellaneous

1. In the performance of this agreement, BizTel shall be liable only for the expense of providing normal repair and maintenance service, but in no event be liable for special or consequential damages, for loss, damage directly or indirectly arising from Customer's inability to use the equipment whether separately or in combination with any other equipment, personal injury, or commercial loss. Further no liability will arise if performance of such service is prevented by declared government emergencies, civil disturbances, strikes or other causes beyond BizTel's control.
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4. The provisions contained in the Equipment Maintenance Agreement constitute the entire agreement between BizTel and the Customer and any alteration or modifications hereto must be in writing, reference this agreement and be executed by both parties. This Agreement shall bind and benefit both parties hereto including their successors, designees and assigns.



COMMUNICATIONS, LLC

(918) 429-0000

906 E. Wyandotte • McAlester, OK 74501

# Invoice

6/6/2012

4757

Bill To
City of McAlester 28 E. Washington McAlester, OK 74501

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due on receipt		6/6/2012			

Quantity	Item Code	Description	Price Each	Amount
1	Service Contract	Telephone / Communications Service Agreement - 7/1/2012 through 6/30/2013 Police Department - Detective Division	936.00	936.00

<b>Thank You! We appreciate your business.</b>	<b>Total</b>	\$936.00
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**BUSINESS TELEPHONE SYSTEMS**

**TELESys COMMUNICATIONS**

New Systems • Repairs, Moves, and Additions to Existing Systems  
Call Accounting, Voice Mail, Automated Attendant, Message On Hold, Cabling

**EQUIPMENT MAINTENANCE AGREEMENT**

**BizTel Communications**

906 E Wyandotte  
McAlester, Ok. 74501  
918-429-0000

**Customer**

City of McAlester  
28 E. Washington  
McAlester, Ok. 74501

**AGREEMENT SCHEDULE**

**Equipment Location**

**Police Dept. – Detectives  
114 Airport Road  
McAlester, Ok. 74501**

**Equipment Covered**

1 – Norstar MICS KSU, 1 – Norstar M7324 Keyset, 15 – Norstar T7316E Keysets

*Note – Items not covered include headsets, cordless phones, answering machines, fax machines, credit card machines, modems, battery backups, paging equipment, programming, software, or any device not connected directly to the telephone system.*

**Effective Date 7/1/2012 through 6/30/2013**

**Fixed Yearly Rate - \$ 936.00**

**BizTel Communications**

**CUSTOMER**

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Name and Title

## Equipment Maintenance Agreement

### A. Coverage

BizTel Communications, hereinafter known as BizTel, agrees to service and maintain the equipment specified in the agreement schedule in accordance with the following terms and conditions:

1. BizTel will furnish all necessary service, including parts, materials and labor, to maintain the equipment in good working condition and service will be performed in a workmanship like manner with replacement parts of good quality. Normal maintenance work will be performed during BizTel's normal working hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, except Holidays. Service response will normally be provided for malfunctions, which originate within the equipment within one (1) working day of the Customer's notification. Emergency service involving a total or substantial equipment outage (i.e., where the Customer's equipment is unable to place or receive calls) will normally be provided within three (3) hours of Customer's notifications.
2. This agreement covers failure of the equipment caused by normal wear and tear and does not cover other failures including but not limited to, Acts of God, alterations by any one other than BizTel including improper wiring installation or repair, theft, accident, misuse, abuse, fire, wind, flood or lightning. Further, maintenance does not include labor and material cost of additions to, relocation, rearrangements, or removal of equipment. All repair or services requested by the Customer that are outside the scope of this agreement will be furnished at BizTel's applicable rates for time and materials then in effect. Maintenance service will be rendered as provided above unless prevented by causes beyond BizTel's reasonable control. BizTel shall have, and Customer hereby grants, full and unrestricted access to the premises on which the equipment is located. BizTel is not responsible for any rigid conduit or raceway. Customer agrees to supply electrical facilities. Customer facilities shall be dry and free of dust and necessary elevator service, heat, light and sanitary facilities shall be provided by Customer.

### B. Payment and Renewal

The Customer agrees to pay BizTel the charge set forth on the Agreement Schedule, plus applicable taxes or finance charges. Payment will be due upon acceptance of this agreement and prior to the effective date for subsequent renewals. The term of this agreement is for one (1) year unless renewed. This Equipment Maintenance Agreement shall be automatically renewed from year to year thereafter, unless Customer shall advise BizTel in writing of its intention to cancel this Agreement prior to thirty (30) days before expiration of an annual term. When so renewed, any rate increase for maintenance service will be based on BizTel's prevailing rate for similar services to other Customers in the same city. If equipment is added to the system subsequent to that which is listed on the Equipment Schedule, a new charge will be computed to take into account the increased cost of servicing and maintaining the equipment added and such charge will be billed to the Customer as soon as such charges are applicable. BizTel may, at its option terminate this agreement by giving the Customer ten (10) days written notice if customer defaults in its payment to BizTel. Charges which are not paid when due shall be subject to a service charge of 1.5% per month or at the maximum rate permitted by law, whichever is lesser.

### C. Miscellaneous

1. In the performance of this agreement, BizTel shall be liable only for the expense of providing normal repair and maintenance service, but in no event be liable for special or consequential damages, for loss, damage directly or indirectly arising from Customer's inability to use the equipment whether separately or in combination with any other equipment, personal injury, or commercial loss. Further no liability will arise if performance of such service is prevented by declared government emergencies, civil disturbances, strikes or other causes beyond BizTel's control.
2. BizTel shall have the right to subcontract in whole or in part the maintenance work called for by this agreement. However, BizTel shall not be relieved of any liability under this agreement on account of a subcontract.
3. If other than BizTel's authorized representatives perform any repair, maintenance service, or supplemental installation while the equipment is under fixed rate provision of this agreement which in the opinion of BizTel increases the maintenance cost thereof, BizTel shall so notify customer and an equitable adjustment shall be made. If no agreement can be reached on the increased cost, BizTel at its option may terminate this agreement.
4. The provisions contained in the Equipment Maintenance Agreement constitute the entire agreement between BizTel and the Customer and any alteration or modifications hereto must be in writing, reference this agreement and be executed by both parties. This Agreement shall bind and benefit both parties hereto including their successors, designees and assigns.



# McAlester City Council

## AGENDA REPORT

Meeting Date:	<u>June 26, 2012</u>	Item Number:	<u>1</u>
Department:	<u>City Manager</u> <u>P. Stasiak / Marsha</u>	Account Code:	<u>N/A</u>
Prepared By:	<u>Gore/Superintendent</u>	Budgeted Amount:	<u>N/A</u>
Date Prepared:	<u>June 19, 2012</u>	Exhibits:	<u>(1) To be handed out</u>

### Subject

Discussion and review of quarterly update provided by the McAlester Public Schools.

### Recommendation

Discussion and possible action to approve placing on file the quarterly report provided by the McAlester Public Schools.

### Discussion

The McAlester Public Works Authority approved a Memorandum of Understanding (MOU) on February 13, 2012 to provide the McAlester Public Schools \$700,000 for the repair or replacement of school roofs. Item #4 of the MOU states:

- That ISD80 agrees to provide quarterly financial reports to the MPWA, accounting for the specific uses of all funds conveyed, until such time as the total sum (\$700,000) has been exhausted.

### Approved By

*Initial*

*Date*

Department Head

City Manager

P. Stasiak

*PJS*

June 19, 2012



# McAlester City Council

## AGENDA REPORT

Meeting Date: June 26, 2012 Item Number: 2  
Department: City Manager  
Prepared By: Peter J. Stasiak Account Code: \_\_\_\_\_  
Date Prepared: June 18, 2012 Budgeted Amount: \_\_\_\_\_  
Exhibits: 2

### Subject

- a) Presentation on the McAlester Master Trails Plan. (*Mike Harmon and Keith Franklin, LandPlan Consultants Inc.*)
- b) Consider, and act upon, a Resolution to adopt the McAlester Master Trails Plan.

### Recommendation

Motion to approve Resolution adopting the McAlester Master Trails Plan.

### Discussion

- 1- Handout – McAlester Trails Master Plan
- 2- Attached Resolution

### Approved By

Initial

Date

Department Head

City Manager

P. Stasiak

06/18/2012

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

**TO ADOPT THE MCALESTER TRAILS MASTER PLAN.**

**WHEREAS**, the McAlester City Council in September 2011 authorized the hiring of a trail planning consultant to prepare a Trails Master Plan for the City of McAlester; and

**WHEREAS**, the McAlester Trails Master Plan has been developed by the consultant in association with a steering committee of citizens; and

**WHEREAS**, the McAlester Trails Master Plan has been made available to the public during the project planning; and

**WHEREAS**, two public meetings have been held to receive input from citizens during the planning process; and

**WHEREAS**, the McAlester Trails Master Plan proposes over 51 miles of trails and linkages that will connect residents and visitors to many popular destinations throughout the City of McAlester; and

**WHEREAS**, the McAlester Trails Master Plan encourages physical activity and personal health; and

**WHEREAS**, the McAlester Trails Master Plan promotes recreation and outdoor activity; and

**WHEREAS**, the McAlester Trails Master Plan promotes safe and sustainable methods of transportation; and

**WHEREAS**, the McAlester Trails Master Plan offers residents a viable choice to walk or bike for their local trips; and

**WHEREAS**, the McAlester Trails Master Plan seeks to enhance and protect the environmental quality of open spaces and creek and river corridors; and

**WHEREAS**, the McAlester Trails Master Plan seeks to stimulate sustainable economic growth through increases in real property value and tourism;

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of McAlester, Oklahoma, that the **MCALESTER TRAILS MASTER PLAN** is hereby adopted.

**PASSED and APPROVED** at the regular meeting of the City Council of the City of McAlester, Oklahoma, and duly signed by the Mayor this 26th day of June, 2012.

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

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

**ATTEST:**

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



# **McAlester Trails**

## **Trails Master Plan**

# McAlester Trails



Trails Master Plan

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## McAlester Trails



### Trails Master Plan Overview

## Executive Summary

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The McAlester Trails Master Plan offers recommendations for improving community access to outdoor resources by building a network of off-road multi-use paved trails and on-street linkages. The purpose of this Master Plan is to address the trail needs of community residents related to recreation, transportation, and economic pursuits. The plan addresses policies, programs, and physical improvements that should be implemented to improve access to recreation resources and improve transportation efficiency throughout the community. It identifies 33 corridors throughout the City of McAlester that should be developed in the next 15 years. The Trails Master Plan was developed by McAlester in association with a steering committee of citizens, a trail planning consultant, and residents of the area. It responds to specific needs that were defined by residents through a series of public workshops. This executive summary describes the process that was used to prepare the McAlester Trails Master Plan, as well as the major findings and recommendations of the plan.

### How This Plan Was Developed

In September 2011, the City of McAlester employed a trail planning consultant, LandPlan Consultants, Inc. of Tulsa, Oklahoma, to begin work with a steering committee to prepare the McAlester Trails Master Plan. The work of the consultant was funded through the City of McAlester. The consultant began their work with an extensive field analysis and evaluation of existing physical features, economic factors, and social issues that served to define both opportunities and constraints for trail development throughout the city. Of special interest in the planning process were the number of "attractors" or destinations that could be accessed and served through trail facility development. The consultant closely examined a variety of corridors of land that extend throughout the City of McAlester including waterways / flood plain, abandoned railroads, electrical transmission lines, and roadways. Of particular interest to local residents was the issue of safety, especially as it applies to the safety of "on-road" linkages and trail uses that parallel roadways.

### Involving McAlester Residents

The consultant worked very closely with the McAlester Trails Master Plan Steering Committee during the past nine months in preparing this master plan. The consultant has also conducted public workshops, public meetings, and has worked jointly with the City of McAlester to ensure the proposed trail system enhances the quality of life for city residents.

Thursday, November 17, 2011, the first of two public workshops was facilitated by the consultant to invite the public to participate in the planning process. Meetings were held in McAlester at the Kiamichi Technology Center. At these meetings, residents defined appropriate goals, objectives and policies for improving access to outdoor resources throughout the region. Participants were asked to describe issues and concerns related to trail development. They were also provided with an opportunity to define, on maps of the city, specific areas where they currently walk, ride a bike, hike, and rollerblade, as well as areas where they would like to see trail improvements made. The results of this workshop and the consultant's efforts were summarized in a series of reports, termed "Draft Chapters," and provided to the City of McAlester and the steering committee for review and comment. Results were also described in a newsletter that were published by the consultant and widely distributed throughout the City of McAlester.

Thursday, March 15, 2012, the trail consultant presented an overall project update with examples of trail projects throughout Oklahoma. After this presentation to the Steering Committee, a second public workshop was conducted to present the results of the November public meeting. The consultant also presented a draft network of corridors of land that would serve as the basis for a city-wide trails system. Workshop participants were asked to comment on the results of the prior meeting and carefully critique the initial network of trail corridors. In addition, a draft trail route plan was also presented for review and comment. The results of these workshops were again summarized in "Draft Chapters".

**Tuesday, June 26, 2012** a final presentation was made to the City of McAlester City Council for an overview of the public workshops to date. The overall Master Plan process was reviewed as well as the trail route plan, phasing plan, design guidelines and operations and maintenance suggestions for the citywide trails system. The City Council adopted the Trails Master Plan on **June 26, 2012**.

### **Defining the McAlester Trails System**

Using the information gathered during the public workshops and other available information, the consultant worked for nine months to define a comprehensive citywide system of trail corridors that would support a variety of trail uses and meet the needs that were described by residents. A draft of this Proposed Trail System Plan was presented in four months to the steering committee for initial review and comment. Drafts of the plans and chapters were also reviewed by City of McAlester staff. From the comments received, the consultant revised aspects of the initial draft Trails System Plan producing a final implementation plan and this executive summary.

### **Key Components of this Plan**

The "draft chapters" produced by the consultant during the past five months make up the eight chapters of this plan. Chapter One, The Benefits of Trails, defines the wide range of benefits to the City of McAlester that would come as a result of implementing the trails plan. Chapter Two, Evaluation of Existing Conditions, defines the background data collected by the consultant. Chapter Three, Vision, Goals and Objectives, reflects the input of city residents and establishes the basis for many of the recommendations provided within the plan. Chapter

Four, Design Guidelines, offers development criteria for building various types of trail facilities recommended throughout the plan. Chapter Five, Description of Proposed Trail System, describes the corridors that make up the McAlester Trails System. Chapter Six, Funding Resources, describes a variety of local, state and federal sources of funding for developing bicycle and pedestrian facilities. Chapter Seven, Implementation Plan, recommends how the McAlester Trails System should be developed during the next fifteen years. Chapter Eight, Operations and Management, describes the needed elements to successfully manage and maintain the McAlester Trails system.

### **Key Recommendations of the Plan**

This Plan recommends the implementation of a 51.28 mile network of multi-use trails and on-street linkages throughout City of McAlester as depicted on the Route Plan (Map 1). The system is extensive and comprehensive, and at the same time provides a realistic program for satisfying the needs of local residents regarding access to outdoor resources and linkage to popular destinations. Building the system will take many years. The overall system is divided into three phases as depicted in the Phasing Plan (Map 2). In the Near-Term phase (0-5 years), it is envisioned that local government agencies will work in partnership with neighborhoods and private sector organizations to develop an estimated 4.83 miles of trail projects. Near-Term projects would begin development in Calendar Year 2013. During the Mid-Term phase (5-10 years), an additional 8.17 miles of trail projects would be developed, and the Long-Term (10-15 years) phase envisions that the remaining 13.33 miles of trail projects would be implemented.

The plan proposes a 24.95 mile system of on-road "linkages" throughout the City of McAlester, which is divided into three phases. In the Near-Term phase, it is envisioned that 10.82 miles of "linkages" would be constructed. The Mid-Term phase would consist of 7.58 miles of "linkages" and the remaining 6.55 miles of "linkages" would be implemented in the Long-Term phase.

### **How Much Will It Cost to Develop the Metro Trails System**

Near-Term trail projects are estimated to cost somewhere between \$2.6 - \$3.3 million to fully develop. Some of the projects included in the Near-Term phase include the Belmont Trail, PT Trail, Water Way Trail, MJ Trail, and Chaney Park Trail. Each of these projects will require a more detailed corridor alignment/design development study to determine the availability of land, location of trail facilities, and the public and financial resources that are available to support project development. These conceptual planning studies can and should begin right away, beginning in 2012 with the highest priority project corridors.

Near-Term on-street "linkages" are estimated to range in cost from \$432 - \$649 thousand to fully develop. The Mid-Term "linkages" are estimated to range from \$269 - \$404 thousand to fully develop. The Long-Term "linkages" are estimated to range from \$565 - \$847 thousand to fully develop.

A generalized unit cost estimate for the development of each corridor is provided in Chapter Seven. Chapter Six lists sources of funding that have been used locally, throughout the State of Oklahoma, and nationally, to build and maintain trail/linkage corridor projects.

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**Trails Cost**

The following cost estimates for trail facilities are general in nature and based on State of Oklahoma averages for multi-use trails constructed over the last five years. More detailed cost estimates should be prepared as site specific plans are developed for each corridor.

**Near Term Trails Cost**

Rank	ID	NAME	LENGTH (mi)	LOW COST	HIGH COST
1	14	Belmont Trail	0.31	\$ 198,400.00	\$ 248,000.00
2	8	PT Trail	1.32	\$ 792,000.00	\$ 990,000.00
3	5	Water Way Trail	1.69	\$ 811,200.00	\$ 1,014,000.00
4	10	MJ Trail	0.92	\$ 478,400.00	\$ 598,000.00
5	12	Chaney Park Trail	0.59	\$ 354,000.00	\$ 442,500.00
<b>TOTAL NEAR TERM CORRIDORS</b>			<b>4.83</b>	<b>\$ 2,634,000.00</b>	<b>\$ 3,292,500.00</b>

**Mid Term Trails Cost**

Rank	ID	NAME	LENGTH (mi)	LOW COST	HIGH COST
6	6	Hereford Trail	3.23	\$ 1,679,600.00	\$ 2,099,500.00
7	2	HT Trail	0.76	\$ 395,200.00	\$ 494,000.00
8	4	Strong Rail Trail	0.87	\$ 417,600.00	\$ 522,000.00
9	7	Van Buren Trail	1.09	\$ 523,200.00	\$ 654,000.00
10	3	A' Street Rail Trail	2.22	\$ 1,065,600.00	\$ 1,332,000.00
<b>TOTAL NEAR TERM CORRIDORS</b>			<b>8.17</b>	<b>\$ 4,081,200.00</b>	<b>\$ 5,101,500.00</b>

**Long Term Trails Cost**

Rank	ID	NAME	LENGTH (mi)	LOW COST	HIGH COST
11	11	Elm Trail	0.56	\$ 268,800.00	\$ 336,000.00
12	1	Expo Loop Trail	7.25	\$ 4,060,000.00	\$ 5,075,000.00
13	16	Retail Trail	1.14	\$ 729,600.00	\$ 912,000.00
14	15	City Limit Trail	2.44	\$ 1,268,800.00	\$ 1,586,000.00
15	13	Creek Trail	1.66	\$ 1,062,400.00	\$ 1,328,000.00
16	9	Fitness Trail	0.28	\$ 145,600.00	\$ 182,000.00
<b>TOTAL LONG TERM CORRIDORS</b>			<b>13.33</b>	<b>\$ 7,535,200.00</b>	<b>\$ 9,419,000.00</b>

All costs based on 2011 dollars.

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**Linkages Cost**

The on-street linkages identified as a part of the trails master plan are intended to provide linkages between various off street trails and allow greater access to the overall city trail system. The cost estimates for these types of facilities are general in nature and based on national industry or State of Oklahoma averages. The estimates include items such as share the road signs, bike route signs, bicycle activated traffic signals, on street share the road pavement markings, replacement of drainage grates and other minor street construction items.

Since a detailed evaluation of the recommended linkages has not been performed by the consultant team, a detailed evaluation of each corridor must be completed prior to designating the corridor for on-street use. A detailed evaluation might indicate the need for additional pavement width to provide a designated striped bicycle lane for safety reasons. Additional pavement width is not calculated into the cost estimates below. In some cases it might be necessary to reduce the vehicular speed limit prior to designating a particular corridor for on-street use.

**Near Term Linkages Cost**

Rank	ID	NAME	LENGTH (mi)	LOW COST	HIGH COST
1	24	Cross Town Linkage	1.77	70,800.00	106,200.00
2	25	Strong Linkage	2.27	90,800.00	136,200.00
3	19	Stonewall Linkage	2.50	100,000.00	150,000.00
4	32	South Linkage	1.90	76,000.00	114,000.00
5	18	Washington Linkage	2.38	95,200.00	142,800.00
<b>TOTAL NEAR TERM CORRIDORS</b>			<b>10.82</b>	<b>\$ 432,800.00</b>	<b>\$ 649,200.00</b>

**Mid Term Linkages Cost**

Rank	ID	NAME	LENGTH (mi)	LOW COST	HIGH COST
6	21	A' Street N. Linkage	0.68	27,200.00	40,800.00
7	27	Wade Watts Linkage	1.59	63,600.00	95,400.00
8	33	14th Street Linkage	1.72	68,800.00	103,200.00
9	28	A' Street S. Linkage	0.72	28,800.00	43,200.00
10	34	Oklahoma Linkage	1.15	46,000.00	69,000.00
11	26	Hunter Park Linkage	0.36	14,400.00	21,600.00
12	30	Ottawa Linkage	0.52	20,800.00	31,200.00
13	31	3rd Street Linkage	0.84	33,600.00	50,400.00

**Long Term Linkages Cost**

Rank	ID	NAME	LENGTH (mi)	LOW COST	HIGH COST
14	20	Electric Linkage	2.11	84,400.00	126,600.00
15	29	Comanche Linkage	0.22	8,800.00	13,200.00
16	23	7th Street Linkage	1.34	53,600.00	80,400.00
17	17	Choctaw Linkage	1.25	50,000.00	75,000.00
18	22	Lost Linkage	0.17	6,800.00	10,200.00
19	35	Frontage Linkage	1.46	58,400.00	87,600.00
<b>TOTAL LONG TERM CORRIDORS</b>			<b>13.45</b>	<b>\$ 565,200.00</b>	<b>\$ 847,800.00</b>

All costs based on 2011 dollars.

**What's the Next Step in the Process**

This master plan will be reviewed and approved by the McAlester Parks Board and the City of McAlester Board of Commissioners. Once it becomes an official component of the Comprehensive Plans, the projects that are defined herein will be eligible for development. The City of McAlester encourages local governments, private businesses and residents to become partners in the development of the McAlester Trails System.

You can show your support for this plan by encouraging the implementation of specific trail or "linkage" segments. For further information on how you can become involved, you can contact the McAlester Parks Department, the City of McAlester Planning Department, your local public officials, running club, walking club, or cycling club.

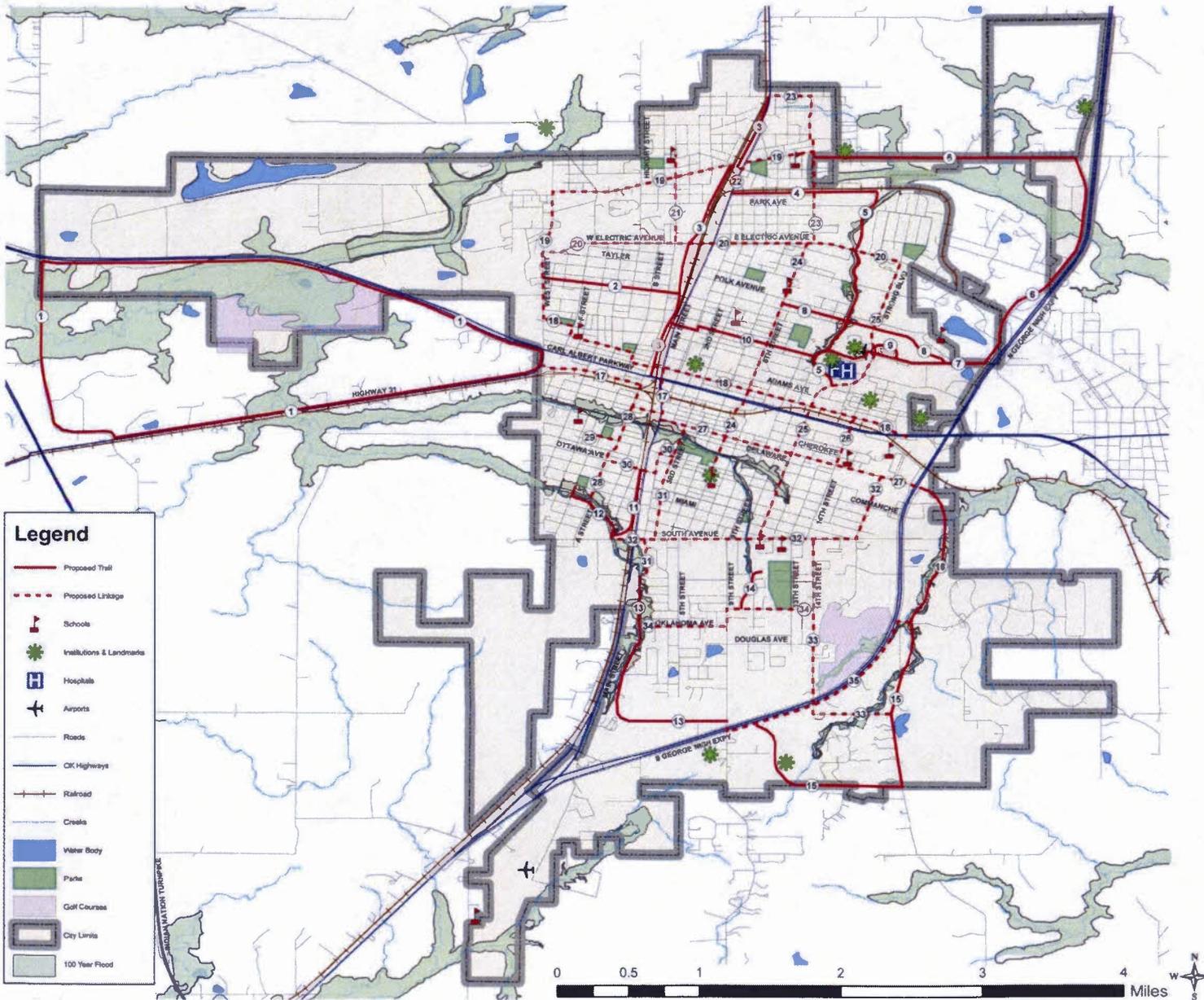
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# McAlester Trails Master Plan

Prepared for the  
City of McAlester, Oklahoma

April, 2012

## Route Plan



ID	NAME	LENGTH
1	EXPO LOOP TRAIL	7.25
2	HT TRAIL	0.76
3	"A" STREET RAIL TRAIL	2.22
4	STRONG RAIL TRAIL	0.87
5	WATER WAY TRAIL	1.69
6	HERFORD TRAIL	3.23
7	VAN BUREN TRAIL	1.09
8	PT TRAIL	1.32
9	FITNESS TRAIL	0.28
10	MJ TRAIL	0.92
11	ELM TRAIL	0.56
12	CHANEY PARK TRAIL	0.59
13	CREEK TRAIL	1.86
14	BELMONT TRAIL	0.31
15	CITY LIMIT TRAIL	2.44
18	RETAIL TRAIL	1.14
<b>TOTAL TRAIL LENGTH (MILES)</b>		<b>26.33</b>
17	CHOCTAW LINKAGE	1.25
18	WASHINGTON LINKAGE	2.38
19	STONEWALL LINKAGE	2.50
20	ELECTRIC LINKAGE	2.11
21	"A" STREET N. LINKAGE	0.68
22	LOST LINKAGE	0.17
23	7TH STREET LINKAGE	1.34
24	CROSS TOWN LINKAGE	1.77
25	STRONG LINKAGE	2.27
26	HUNTER PARK LINKAGE	0.36
27	WADE WATTS LINKAGE	1.59
28	"A" STREET S. LINKAGE	0.72
29	COMANCHE LINKAGE	0.22
30	OTTOWA LINKAGE	0.52
31	3RD STREET LINKAGE	0.84
32	SOUTH LINKAGE	1.90
33	14TH STREET LINKAGE	1.72
34	OKLAHOMA LINKAGE	1.15
35	FRONTAGE LINKAGE	1.61
<b>TOTAL LINKAGE LENGTH (MILES)</b>		<b>24.94</b>
<b>TOTAL SYSTEM LENGTH (MILES)</b>		<b>51.27</b>

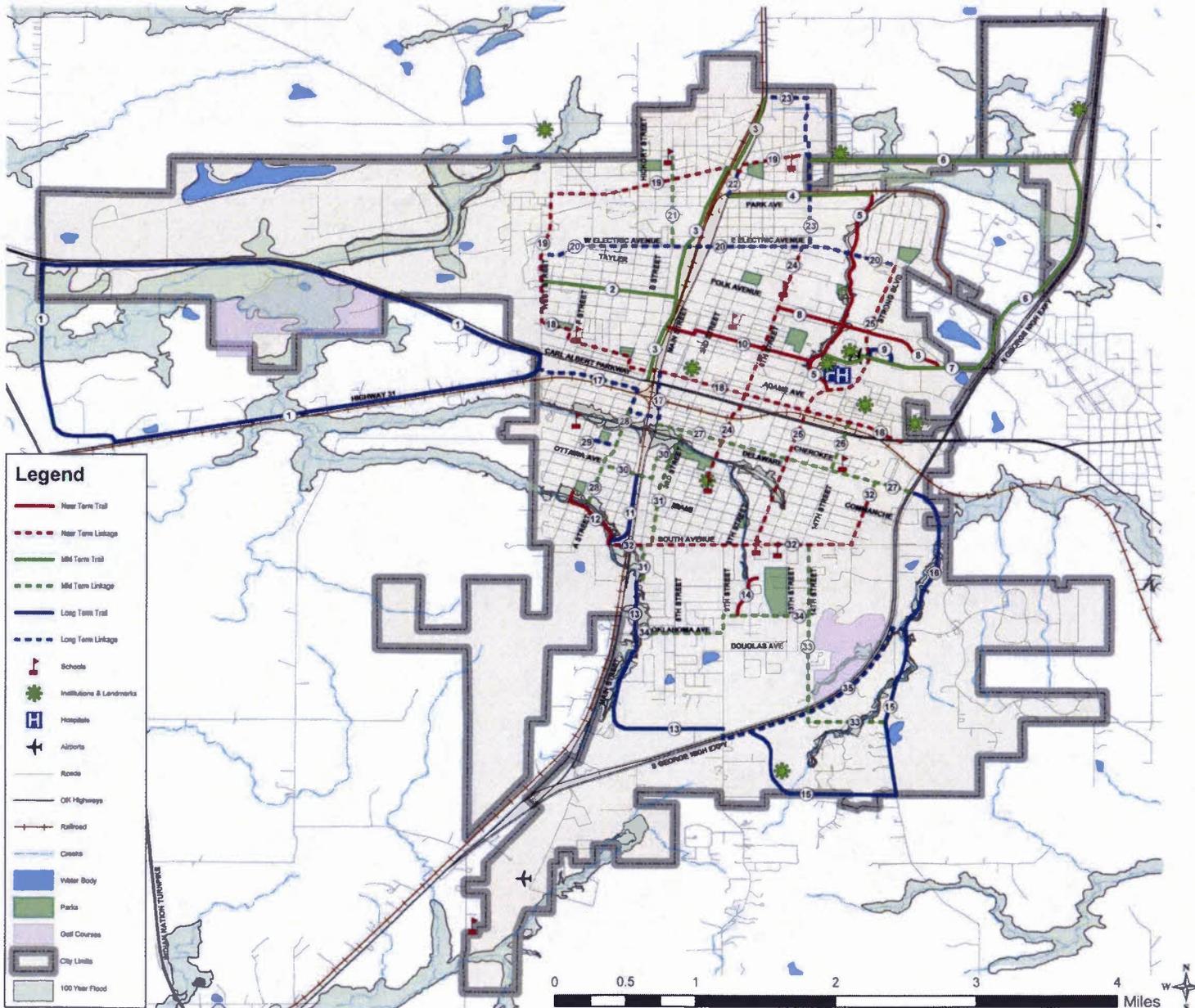


# McAlester Trails Master Plan

Prepared for the  
City of McAlester, Oklahoma

May, 2012

## Phasing Plan



ID	NAME	LENGTH
1	EXPO LOOP TRAIL	7.25
2	HT TRAIL	0.78
3	"A" STREET RAIL TRAIL	2.22
4	STRONG RAIL TRAIL	0.87
5	WATER WAY TRAIL	1.59
6	HERFORD TRAIL	3.23
7	VAN BUREN TRAIL	1.09
8	PT TRAIL	1.32
9	FITNESS TRAIL	0.28
10	MJ TRAIL	0.92
11	ELM TRAIL	0.56
12	CHANEY PARK TRAIL	0.59
13	CREEK TRAIL	1.66
14	BELMONT TRAIL	0.31
15	CITY LIMIT TRAIL	2.44
16	RETAIL TRAIL	1.14
<b>TOTAL TRAIL LENGTH (MILES)</b>		<b>26.33</b>
17	CHOCTAW LINKAGE	1.25
18	WASHINGTON LINKAGE	2.38
19	STONEWALL LINKAGE	2.50
20	ELECTRIC LINKAGE	2.11
21	"A" STREET N. LINKAGE	0.68
22	LOST LINKAGE	0.17
23	7TH STREET LINKAGE	1.34
24	CROSS TOWN LINKAGE	1.77
25	STRONG LINKAGE	2.27
26	HUNTER PARK LINKAGE	0.36
27	WADE WATTS LINKAGE	1.59
28	"A" STREET S. LINKAGE	0.72
29	COMANCHE LINKAGE	0.22
30	OTTOWA LINKAGE	0.62
31	3RD STREET LINKAGE	0.84
32	SOUTH LINKAGE	1.90
33	14TH STREET LINKAGE	1.72
34	OKLAHOMA LINKAGE	1.15
35	FRONTAGE LINKAGE	1.81
<b>TOTAL LINKAGE LENGTH (MILES)</b>		<b>24.94</b>
<b>TOTAL SYSTEM LENGTH (MILES)</b>		<b>51.27</b>

# Chapter 1



Trails Master Plan

## The Benefits of Trails

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### Introduction

A multi-objective trail system for McAlester can address and resolve many community issues that affect the future environmental and economic health of the area. Trails and greenways have been implemented by other communities to provide recreation, alternative transportation, control flooding, improve water quality, protect wetlands, conserve habitat for wildlife, and buffer adjacent land uses. Greenways typically incorporate varying types and intensities of human use, including trails for recreation and alternative transportation. Trails have also been shown to increase the value of adjacent private properties as an amenity to residential and commercial developments. These, and other benefits of a McAlester trail network are described in the following text.

### Transportation Benefits



*Bicycling and walking can take the place of automobile trips to work as well as other destinations such as ATMs.*

In past years, most American communities have grown in a sprawling, suburban form as a result of dependence upon the automobile as the sole means of transportation. Americans have abandoned some traditional forms of transportation (such as passenger train service), and have been slow to improve other forms of transportation (bicycle and pedestrian networks, bus systems, local train service). In order to provide relief from congested streets and highways in McAlester and air quality problems associated with congestion, future transportation planning and development should focus on providing a choice in the mode of travel to local residents. These mode choices should offer the same benefits and appeal currently offered by the automobile: efficiency, safety, comfort, reliability and flexibility.

Multi-use trail corridors throughout McAlester can serve as extensions of the roadway network, offering realistic and viable connections between origins and destinations such as offices, universities, schools, libraries, parks, shopping areas, and tourist attractions. Off-road trail facilities are most effective for certain travel distances. National surveys by the Federal Highway Administration have shown that Americans are willing to walk as far as two miles to a destination, and bike as far as five miles. It is easily conceivable that destinations can be linked to multiple origins throughout the region through a system of off-road trails.

### Air Quality Benefits



*Ozone Alert for Tulsa County July 15, 1998*

Trails utilized as alternative transportation corridors could serve to reduce traffic congestion helping to improve local air quality. Since the majority of automobile trips are less than two miles in length. Offering viable alternative transportation choices through trails would encourage people to bicycle and walk more often, especially on short trips, thereby reducing traffic congestion and automobile emissions. Although McAlester is able to meet air quality standards at present, the region could have problems with high ozone levels at some point in the future. The development of alternative transportation facilities will help ensure the continuation of "attainment" status by improving air quality.

### Health & Recreation Benefits



*Trails provide a place for family outings as well as personal fitness training.*

Trails encourage more people to walk or bike to short distance destinations, which improves the health of residents. Studies have shown that as little as 30 minutes a day of moderate intensity exercise (such as bicycling, walking, in-line skating or cross-country skiing) can significantly improve a person's mental and physical health and prevent certain diseases. Providing opportunities for participation in these outdoor activities, close to where people live and work, is an important component of promoting healthy life styles for residents of McAlester.

In 1987, the President's Commission on Americans Outdoors released a report that profiled the modern pursuit of leisure and defined the current quality of life for many Americans. Limited access to outdoor resources was cited as a growing problem throughout the nation. The Commission recommended that a national system of greenways could provide all Americans with access to open space resources.

### Economic Benefits



*Trails often serve to increase property values for adjacent land owners.*

Trails offer numerous economic benefits to McAlester, including higher property values, increased tourism and recreation related revenues, and cost savings for public services. Trails have been shown to raise the value of immediately adjacent properties by as much as 5 to 20 percent. Many home buyers and corporations are seeking real estate that provides direct access to public and private trail systems. Trails are viewed as amenities by residential, commercial and office park developers who, in turn are realizing higher rental values and profits. Additionally, greenways in the McAlester area can also save local tax dollars by utilizing resource-based strategies for managing community storm water and hazard mitigation, thus placing into productive use landscapes that would not normally be developable in a conventional manner.

The development of trails could work to enhance the tourism industry in McAlester. Tourism is currently ranked as the number one economic force in the world. In several states, regional areas, and localities throughout the nation, greenways have been specifically created to capture the tourism potential of a regional landscape or cultural destination. The State of Missouri, for example, spent \$6 million to create the 200-mile Katy Trail, which, in its first full year of operation, generated travel and tourism expenditures of more than \$6 million.

## Water Quality & Benefits



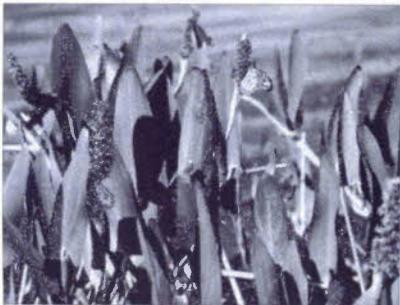
*Trails corridors, by protecting linear open space, can improve water quality and reduce the impacts of flooding down stream.*

Greenway trail corridors often preserve wooded open spaces along creeks and streams which absorb flood waters and filter pollutants from storm water. Flooding has historically been a problem in many parts of McAlester. In some instances, buildings and other land uses have encroached into flood prone areas. By designating floodplains as greenways, these encroachments can be better managed, and in some cases, replaced with linear open space that serves as an amenity to local residents and businesses whose property lies adjacent to the greenway, as well as providing important flood water storage capacity.

As a flood control measure, greenway corridors serve as primary storage zones during periods of heavy rainfall. The protected floodplain can also be used during non-flood periods for other activities, including recreation and alternative transportation. In conjunction with existing storm water management policies and programs implemented in the area, greenway lands can be established as development occurs.

Greenway trail corridors also serve to improve the surface water quality of local rivers and creeks. The floodplain forests and wetlands contained within greenway corridors filter pollutants from storm water. These pollutants are not removed if storm water is collected in pipes and discharged directly into local streams and rivers. Improving surface water quality in streams not only benefits local residents, but also numerous forms of wildlife that depend on streams for their habitat.

## Plant & Animal Benefits



*Greenway trail corridors can protect important plant and animal habitat.*

Greenway trail corridors can serve as viable habitat for many species of plants and wildlife. Trail corridors can provide essential food sources and, most importantly, access to water that is required by all wildlife. Additionally, greenway trail corridors in McAlester could become primary migratory corridors for terrestrial wildlife, serving to help maintain the integrity of many plant and animal gene pools. Some wildlife biologists have extolled greenways as future "gene-ways" and determined that migration routes are essential to maintaining healthy wildlife populations. Greenways can also serve as "gene-ways" for plant species, which migrate with changes in climate and habitat. These "gene-ways" often follow river and stream corridors that have long served as transportation routes for animals and humans. Greenways in McAlester can be targeted as a primary habitat for many species of plants and animals. Programs can be established to not only protect the valuable existing forested and wetland areas of the area, but also to reclaim and restore streams to support higher quality habitat.

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### Quality of Life Benefits



*Trails can serve as community gathering places for organized events*

Communities with trail facilities and high levels of walking and bicycling are rated as some of the best places to live in America. Residents enjoy an increased quality of life defined by a greener, safer, and more interactive community. Successful trail projects across the United States have served as new “main streets,” where neighbors meet, children play, and community groups gather to celebrate. For cities and towns large and small, these trails have become a cultural asset and focal point for community activities. Some communities sponsor “trail days” to celebrate the outdoors and local traditions. Various walking and running events are also held on trails to support charity or extend traditional sporting events. Additionally, many civic groups adopt segments of trails for cleanup, litter removal and environmental awareness programs.

### Safety Benefits



*Populated trails are safe trails*

Many Americans are concerned with crime. Some of the most successful deterrents to criminal activity have involved increased neighborhood awareness by citizens and participation in community watch programs. Trails have proven to be an effective tool to encourage local residents to participate in neighborhood watch programs. Some trails have even been developed as part of efforts to deter criminal activity in a neighborhood. Crime statistics and reports from law enforcement officials have shown that parks and greenway trails are typically land uses with the lowest incident of reported criminal activity. As a recreation resource, alternative transportation corridor, or area where fitness activities can take place, most trails provide a much safer and more user-friendly resource than other linear corridors, such as local roads. Trails typically attract local residents, who use the facility frequently, creating an environment that is virtually self-policing.

### Education Benefits



*Trails can serve as classrooms for children of all ages*

A trails system could enhance and protect many of the natural and cultural resources in McAlester. Interpretive displays and outdoor classrooms along trails can provide information to people of all ages on such topics as hydrology, history, ecology and the use of recycled materials. These educational elements of trails will serve to increase awareness and appreciation of important local resources. Opportunities exist for local schools to educate students about the natural environment along greenway trail corridors.

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## Chapter 2



### Trails Master Plan Introduction

### Description of the Study Area

## Evaluation of Existing Conditions

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This chapter of the McAlester Trails Master Plan inventories and evaluates the environmental features, cultural features, and attractions of the city. This evaluation will serve as a basis for developing a system of pedestrian and bicycle trails that meet the recreation, transportation, and economic needs of the local residents. By evaluating the existing conditions, trail corridors and destinations can be defined and later preserved through future city planning policies.

McAlester is located in Pittsburg County and is comprised of an area of approximately 15.99 square miles. Located 132 miles southeast of Oklahoma City and 95 miles south of Tulsa, McAlester enjoys the conveniences of a large city as well as the amenities of a smaller community.

As of 2010, McAlester has grown to include a total population of approximately 18,383 people. Like most areas, dependence on the automobile for transportation has influenced growth trends and patterns. Strip shopping centers, fast food restaurants, and other automobile oriented land uses have emerged along the main thoroughfares. Opportunities for choosing a mode of transportation other than the automobile have decreased due to longer distances between origins and destinations, a lack of facilities that support alternative modes of transportation, and barriers to walking and biking such as wide arterial roadways and highways.

With a growing population, McAlester has already begun to lose open space and the rural character that defines portions of the city. The McAlester Trails Master Plan will examine ways to preserve corridors of land that provide outdoor recreational resources and transportation alternatives close to where people live and work. These corridors can link neighborhoods to the larger environmental outdoor resources as well as to primary everyday destinations.

McAlester's most identifiable environmental features include Eufala Lake located a few miles NE of McAlester, Lake McAlester, Lake Talawanda # 1 & 2, Smithson Lake, Dancing Rabbit Creek, Miller Creek Mud Creek, and the inclusion of all their floodplains. These waterways and floodplains naturally preserve green space within McAlester due to restricted development (see Regulatory Floodplain Map 5). Although rivers and creeks generally create barriers for bicycle and pedestrian travel, these features alone often preserve many acres of potential



Eufaula Lake

locations for bicycle and pedestrian trails. McAlester's relatively mild winters and warm summers make most of these areas potentially accessible year round.

The terrain within the McAlester City Limits is flat to moderate with an average elevation of 735 feet. The highest elevation located at Bald Mountain (995) and the lowest elevations are found along the 100 year flood plain and the Arkansas Oklahoma Railway CO running north south through McAlester.

Large scale man-made features that cross McAlester's landscape include railroads and highways. The Arkansas Oklahoma Railway CO running east west through McAlester intersects U.S. Highway 69. The Missouri Kansas Texas Railroad runs north through Historic Old Town McAlester along Main Street. U.S. Highway 270 intersects McAlester creating the north and south portions of the City. U.S. Highway 69 runs along the eastern portion of McAlester and through central McAlester.

**Existing Attractions**

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The following public and private origins and destinations that are most likely to attract people who might choose to walk or ride a bicycle to accomplish a task. These destinations, or attractions, are divided into several categories.

**Lakes and Rivers**

McAlester has the benefit of close proximity to one of Oklahomas most scenic local lakes, Eufaula. Activities at the lake include fishing, camping, picnicking, and golfing. Lake McAlester is conveniently located within a short drive from the City and provides many activities associated with smaller lakes. Located within City Limits, Smithson Lake provides local residents the opportunities to fish, picnic, and enjoy nature.

**Historic Downtown**

McAlester's historic downtown, located along Carl Albert Parkway, including the area south of Washington Ave. and north of Wyandotte Ave. serves as an attraction that provides tourists as well as the community many unique places to shop within a main street environment.

**Urban Activity Corridors**

McAlester has a couple of urban activity corridors within its boundary. An example of this type of corridor is along Main street in the center of downtown. Along these corridors reside a Farmers Market, strip shopping centers, a variety of restaurants, retail centers, and strip business centers. Urban activity corridors generally do not accommodate walking or bicycling due to the high speed, heavy automobile traffic and lack of sidewalks. However, these corridors provide a majority of desired goods and services to both residents and tourists. Therefore, off-road pedestrian/bicycle routes are needed as one solution to accessing these corridors in a safe manner.

**Residential Neighborhoods**

The majority of residential neighborhoods within McAlester appear to radiate north and south from the downtown area. Most neighborhoods appear to be located south of Carl Albert Parkway (see 2010 Population Density Map 5).

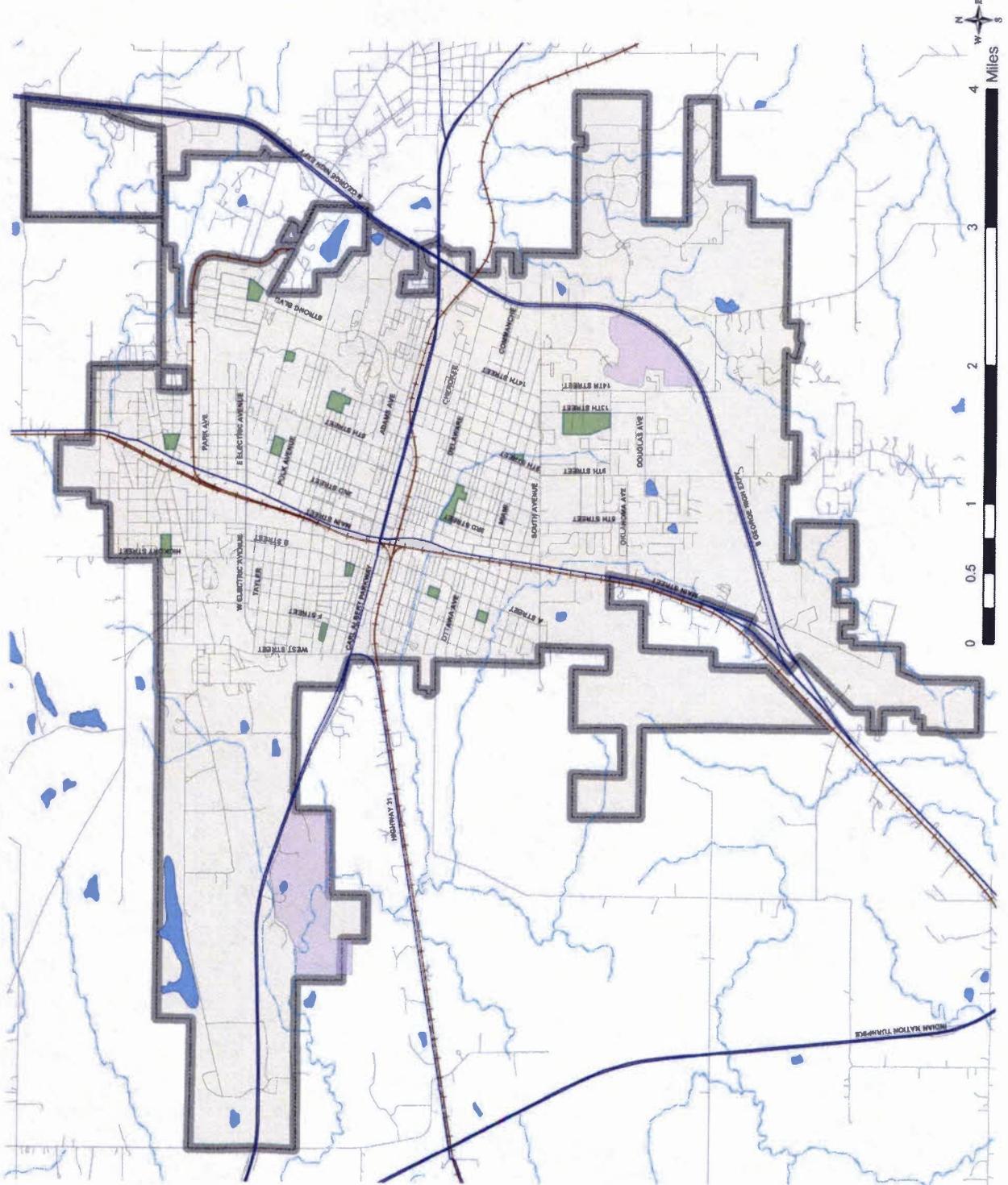
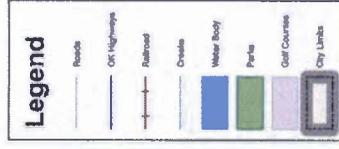


Historic Downtown McAlester

# McAlester Trails Master Plan

Prepared for the  
City of McAlester, Oklahoma  
April, 2012

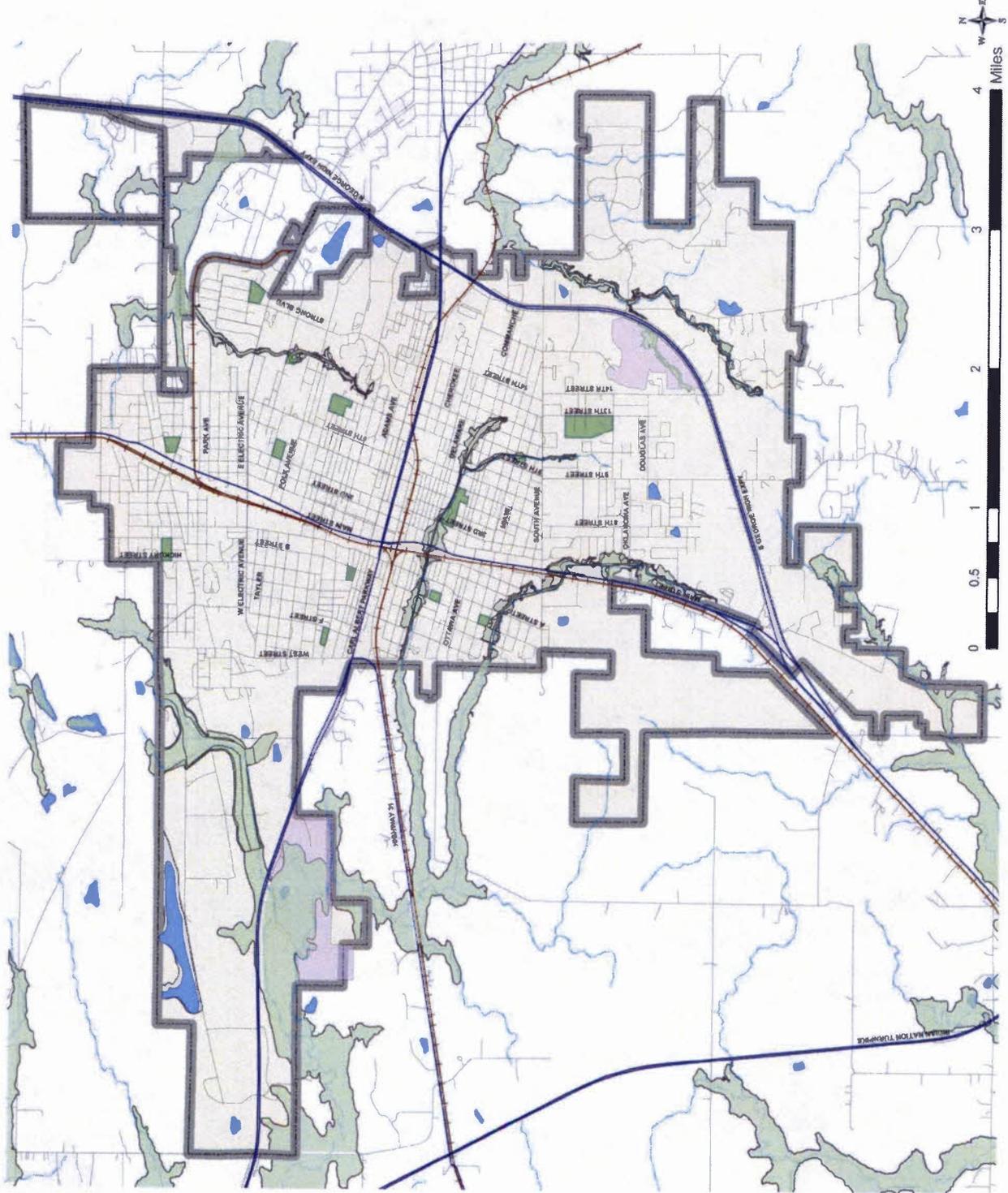
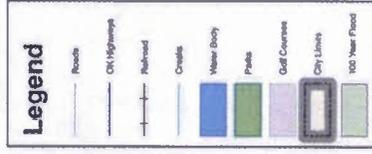
## Existing Conditions



# McAlester Trails Master Plan

Prepared for the  
City of McAlester, Oklahoma  
April, 2012

## Regulatory Flood Plain



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The current growth trend for new residential neighborhoods in McAlester appear to be towards the south / southeast portions of the city. In order for a trail system to best serve the people of McAlester, access to and from residential neighborhoods must be provided. This can be accomplished by providing off-road trails through and between neighborhoods winding along creeks and public right-of-ways. In addition, low volume streets can provide linkages to the trail system by accommodating on-street bikeways with adjacent sidewalks for pedestrians. Older residential neighborhoods and historic neighborhoods can serve as destinations to many tourists as well as citizens.

**Community/Neighborhood Parks**

Local parks typically serve as primary destinations for many residents in McAlester although pedestrian and bicycle access to these areas is generally limited to sidewalks (see Origins and Destinations Map 6). The following is a list of parks within McAlester. Any of these parks would be greatly enhanced by providing pedestrian/bicycle trails to connect and possibly wind through the park:



*Bud Hale Outdoor Learning Center*



*Will Rogers Park*



*Chadick Park*

Rotary Park	Located at 801 N. 9th Street
Thunderbird Park	Located at 10th Street & Pierce Avenue
Jeff Lee Park	Located at 3rd Street & Fillmore Avenue
Connally Park	Located at Electric Avenue & Strong Blvd
Ike Hutchison Park	Located at 4th Street & Krebs Street
Mullen Park	Located at "A" Street & Springer Avenue
Pete Rosso Park	Located at West Street & "G" Street
"B" & Jefferson Avenue Park	Located at "B" Street & Jefferson Avenue
Komar Park	Located at "B" Street & Comanche Avenue
Will Rogers Park	Located at 13th Street and McArthur Avenue
Puterbaugh Park	Located at 10th Street between Miami & Seneca Avenues
Chadick Park	Located at Chadick Avenue between 3rd & 6th Streets
Michael J. Hunter Park	Located at 14th Street & Chickasaw Avenue
Rotary Park	Located at Harrison between 8th & 9th Streets



*McAlester Public Library*



*McAlester Army Ammunition Plant*

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**Other Public/Private Facilities, Special Use Areas and Attractions**

There are many public facilities and special use areas in McAlester. They are scattered throughout the area and are currently accessed primarily by automobile. Making connections to the pedestrian/bicycle system will provide residents and tourists with an alternative way of accessing the following facilities:

**Public Facilities**

- American Legion
- Cherokee Nation Housing Authority
- Child Welfare
- City/County Planning Commission
- McAlester Animal Control Office
- McAlester City Clerk
- McAlester City Engineer
- McAlester City Hall
- McAlester Distribution & Collection
- McAlester Electric Department
- McAlester Filtration Plant
- McAlester Park Maintenance
- McAlester Personnel Director
- McAlester Planning Commission
- McAlester Sanitation
- McAlester Senior Citizens Center
- McAlester Library
- McAlester Street Warehouse
- McAlester Utility Systems
- McAlester Warehouse
- McAlester Waste Water Plant
- McAlester Water Production
- McAlester U.S. Post Office
- County Clerk Financing Reports
- Farm Service Agency
- Human Services Department
- Rehabilitation Service
- Pittsburg County Child Guidance
- Pittsburg County Child Support
- Pittsburg County Clerk
- Pittsburg County Commissioners
- Pittsburg County Conservation
- Pittsburg County Election Board
- Pittsburg County DHS
- Pittsburg County Juvenile Services
- Pittsburg County OSU Extension Center
- Pittsburg County Passport Service
- Pittsburg County Planning Commission
- Pittsburg County Purchasing Agent
- Pittsburg County Superintendent
- Pittsburg County Warehouse
- Veteran Museum
- McAlester Rotary Park
- McAlester Cemetary Department
- McAlester Fire Department
- McAlester Conference Center
- McAlester Service Center
- McAlester Administration
- McAlester Landfill

**Special Use Areas and Attractions**

- Taylor Industrial Park
- Expo Center
- McAlester Softball Complex
- Choctaw Casino
- Old Town Historic District
- McAlester Building Foundation
- The Pittsburg County Genealogical and Historical Society
- Rainbow Supreme Assembly of the International Order of Rainbow Girls
- McAlester Scottish Rite Masonic Center
- Great Balls of Fire
- J.I. Stipe Recreation Center
- Gerrard Ardeneum



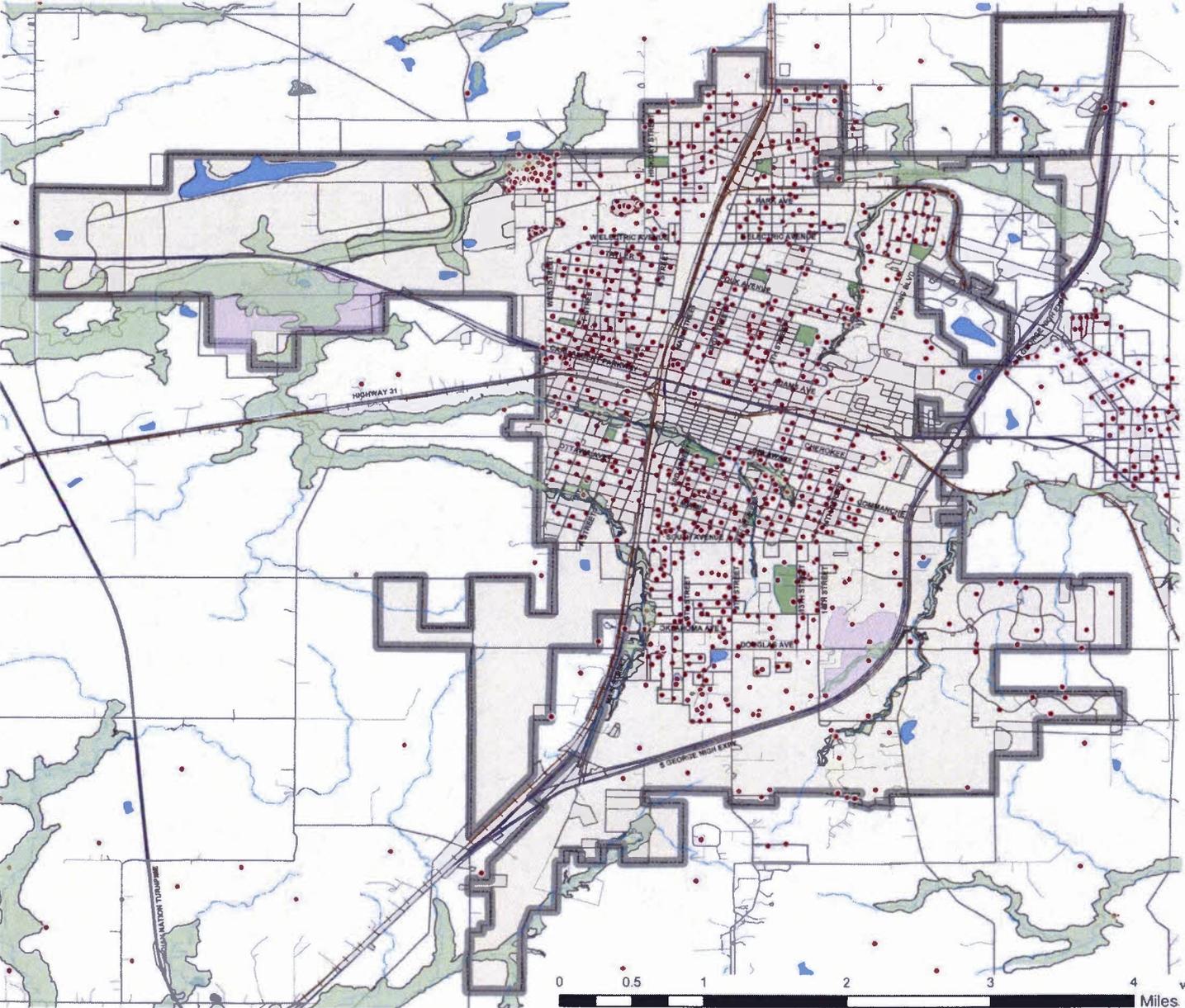
*Choctaw Casino*

# McAlester Trails Master Plan

Prepared for the  
City of McAlester, Oklahoma

April, 2012

## 2010 Population Dot Density



### Legend

- Roads
- OK Highways
- Railroad
- Creeks
- Water Body
- Parks
- Golf Courses
- City Limits
- 100 Year Flood
- 1 Dot = 20 Population



Map 5

**Schools, Colleges, and Vocational Schools**



Eastern Oklahoma State College

Schools serve as primary destinations for a large portion of McAlester's population, from children to adults. A pedestrian/bicycle trail or route could create a safer environment for children and adults who wish to walk or bike to the following schools:

- Jefferson Early Childhood
- Washington Early Childhood
- William Gay Early Childhood
- Edmond Doyle Elementary
- Emerson Elementary
- Will Rogers Elementary
- Parker Intermediate Center
- Puterbaugh Middle School
- McAlester High School
- Lakewood Christian School
- Eastern Oklahoma State College
- Kiamichi Tech Center
- Frink-Chambers
- Choctaw Nation Head Start

**Shopping Centers**



Expressway Plaza

Shopping centers in McAlester are generally oriented towards the automobile. Large parking lots with little or no space for walking or for storing a bike deter walking or bicycling to the facilities. These places serve as major destinations for many people. Providing pedestrian/bicycle facilities might encourage the customer who would like to walk or bike to a shopping center. McAlester provides the largest retail trade between Tulsa Oklahoma City, and Fort Smith Arkansas. Several of McAlester's shopping centers are listed below:

- Evergreen Plaza
- Red Bud Shopping Center
- Tandy Town Center
- WalMart Supercenter
- The Four Seasons Shopping Center
- Staples
- Lowe's
- Cavender's Western Outfitter
- McAlester Farmers' Market- Seasonal farmers' market
- Expressway Plaza

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**Hospitals and Medical Centers**



McAlester Regional Health Center

Many hospitals and medical centers often provide little or no pedestrian/bicycle access to the facilities. Medical workers and patients could benefit from the development of off-road facilities for exercise and transportation to the following hospitals and medical centers:

- McAlester Regional Health Center
- Choctaw Nation Health Center
- Walnut Grove Living Center
- Mitchell Manor Convalescent
- Southeastern Psychiatric Service
- Carl Albert Mental Health Center
- Warren Clinic
- Wellness Center
- Bradford Health Services





*Spirit Aerosystems*

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**Major Employers**

Employee offices and plants serve as destinations everyday to McAlester’s residents. A pedestrian/bicycle trail or route could allow employees to walk or ride to work, which would improve their health and the air quality. Employers could provide bicycle parking and shower facilities to encourage pedestrian and bicycle commuting. Employers would in turn benefit from a more alert and healthy work force. The following is a list of major employers within McAlester:

- |                                  |                        |
|----------------------------------|------------------------|
| McAlester Army Ammunition Plant  | Webcoat                |
| McAlester Regional Health Center | Big V Feeds            |
| Oklahoma State Penitentiary      | Atlantic Meeco         |
| Wal-Mart                         | Choctaw Defense        |
| McAlester Public Schools         | Komar                  |
| Defense Ammunition Center        | A-D Technologies       |
| Spirit Aerosystems               | McAlester News Capital |
| Tricat                           | National Oilwell Varco |
| DTC inc.                         | T.H. Rogers            |
| City of McAlester                | Southeast OK Box       |
| Pittsburg County                 | Triad Transportation   |
| Coca-Cola Bottling Company       | Lake Country Beverage  |
| Berry Plastics                   |                        |

**Existing Transportation System**

With the improvement and addition of existing and new roadways, the opportunity exists to include bicycle and pedestrian facilities within the rights of way from the preliminary phase. By implementing them into the design and construction of the roadways, the bicycle and pedestrian facilities will become an integrated amenity rather than an after thought and may be constructed at a significantly lower cost.

**Pipeline Systems**

Since access to pipelines must be maintained at all times, the easements are typically not developable for general construction. However, it is possible that in some cases, if a public use easement could be obtained, these corridors might be used for bicycle/pedestrian trails.

**City Owned Property**

McAlester owns approximately 485.15 acres of the land within the city’s limits. Some of this property could be used for recreational uses like trail heads which can provide parking, trail access points, and support facilities.

**Existing Trails and Bicycle Facilities**

McAlester currently has existing pedestrian trails at Will Rogers Park and Rotary Park. There are no shared or multi-use trails available.

**-Reserved-**

**(Front of Map)**

**-Reserved-**

**(Back of Map)**

## Chapter 3



Trails Master Plan

### Vision, Goals & Objectives

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#### Introduction

The following is the vision statement crafted for McAlester as an overall guide to developing the proposed trail system. Goals which support this vision, and a series of objectives that would be implemented to achieve each goal, are also presented. The vision, goals and objectives were publicly discussed and refined to reflect the needs and desires of local residents. This was accomplished through a public workshop which took place on November 17, 2011. Over 15 local residents attended this meeting in McAlester.

#### Vision

McAlester's trail system will provide safe and convenient facilities for walkers, joggers, bicyclists, in-line skaters, and wheelchair users. The trails will connect residential areas to significant outdoor recreation areas, lakes, and parks. The system will offer citizens an enhanced alternative to automobile travel, providing routes to popular destinations, including employment centers, retail establishments, tourist attractions, medical facilities, and schools. Since trails promote nonpolluting forms of transportation, the trail system will improve air quality and reduce congestion in the area. Greenway trail corridors will also improve water quality and reduce the impacts of flooding by preserving floodplain lands and streamside buffers. The local economy will also benefit from trail development through increased tourism revenues, property values and business attraction. In all, the McAlester Trails System will make the region a cleaner, greener and better place to live, work and play for generations to come.

#### Goals & Objectives

The following goals and objectives serve to support the vision statement. Goal categories are representative of the benefits outlined in the previous chapter. Goals are not listed in order of priority.

#### Safety

**Goal:** Trails will be designed and managed so as to maximize safety and security of users.

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**Objectives:**

- Provide good lighting in secluded areas and high usage trails that are open at night
- Provide trail corridors with high visibility from adjacent roads and land uses
- Provide safe crossings at intersections with roadways
- Design trails that accommodate a variety of users and reduce user conflicts
- Provide emergency access to trails
- Restrict unauthorized motorized vehicle access
- Provide a code of conduct for trail users
- Construct trails to national standards for user safety
- Minimize the potential for user conflicts through proper design, education and maintenance

**Recreation/Fitness**

**Goal:** Trail corridors will improve opportunities for safe and close-to-home recreation in McAlester.

**Objectives:**

- Provide trails for a variety of users including runners, walkers, strollers, bicyclists, hikers, skaters, and wheelchair users
- Provide areas for rest and socialization along trails
- Provide recreation trail amenities such as distance markers, drinking fountains, fitness stations, benches, litter receptacles and lighting where appropriate
- Link recreation destinations such as parks and other landmarks within McAlester
- Provide trailheads at schools, parks, and other locations where parking, restrooms and other facilities currently exist
- Provide trails for the elderly and handicap users
- Investigate soft surface trail treads for runners
- Provide alignments through existing trees or plant trees for shade along the trails
- Promote health/fitness benefits of trail use



*Workshop participants establish goals and objectives for the trail system*

**Maintenance & Management**

**Goal:** Trails in McAlester will be properly managed and maintained to increase user safety and enhance the quality of facilities.

**Objectives:**

- Set an example for high quality trail maintenance
- Design trails and amenities for low maintenance and vandal resistance
- Promote "Adopt-A-Trail" program to assist with certain types of ongoing citizen maintenance
- Identify a single agency responsible for trail maintenance and fund adequately
- Uniformly maintain all trails by developing a maintenance program which ensures that trails are inspected and maintained on a regular schedule
- Provide litter receptacles at appropriate intervals along the trail
- Ensure high quality construction to reduce long term maintenance costs



*Workshop participants watch presentation on the benefits of trails*



*Trail route discussions during the initial trails workshop*

### **Economic**

**Goal:** Trails in McAlester will improve the economic health of the area increasing property values and potentially providing tourism revenue.

**Objectives:**

- Link major employers with retail areas, residential areas, schools and major attractions
- Link Eastern Oklahoma State College and the Kiamichi Technology Center with commercial areas and other attractions
- Provide bicycle access on roadways
- Promote economic incentives for property owners who donate land for trails
- Develop high quality trails and promote as a tourist activity
- Increase values of adjacent property by developing high quality trails
- Emphasize McAlester's trails as a quality of life magnet to attract new business
- Improve the city's image through the development of quality trails
- Provide trails which anticipate future development and growth trends
- Encourage developers to include trails/access in future development

### **Education**

**Goal:** Trail corridors will highlight and enhance significant historical and natural resources in the area. Trail users and potential supporters will be made aware of the trail system and its rules and benefits.

**Objectives:**

- Promote the education of McAlester's residents to the value of trails through school programs and other citywide promotions;
- Promote the education of motorists, bicyclists, and other trail users about safe behavior and proper conduct
- Promote education of McAlester's youth about the benefits of trails
- Establish signage along the trails to educate the public about local ecology, history, geology and wildlife
- Coordinate with McAlester's schools to utilize the trails for educational purposes
- Educate motorists that bicyclists have a right to use the road in addition to the proposed trails



*Participants review potential trail corridors*

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*Participants put the final touches on their proposed trail corridors*

### **Transportation**

**Goal:** Trail corridors will provide more opportunities for alternative transportation facilities for residents and visitors to the City of McAlester.

**Objectives:**

- Utilize future and existing highway corridors for trail development;
- Link neighborhoods, parks, businesses, lakes, schools, libraries, public attractions, the University and shopping centers within the city;
- Provide access to public transportation;
- Uses wide shoulders, share the road facilities, or marked bike lanes to provide needed linkages between trails;
- Provide connections between trails and sidewalks;
- Provide bicycle parking at appropriate locations;
- Provide ADA accessibility.

### **Environment**

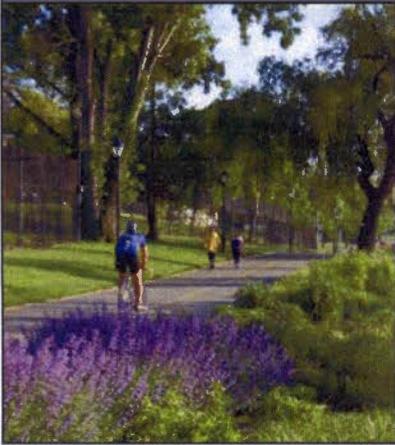
**Goal:** Greenway trail corridors in McAlester will enhance the local environment by improving air and water quality, conserving floodplain ecosystems, restoring riparian habitat and protecting wildlife habitat.

**Objectives:**

- Improve the visual quality of the city through the planting of native trees and other indigenous plant materials such as wildflowers;
- Improve air quality and reduce noise levels by promoting non-motorized forms of transportation;
- Align trails to minimize the impact on the environment;
- Promote the preservation establishment of greenbelt areas to reduce erosion and improve water quality;
- Promote environmental awareness through the Adopt-A-Trail program;
- Protect environmentally sensitive lands to support plant and animal habitat.

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## Chapter 4



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## Design Guidelines

### Introduction



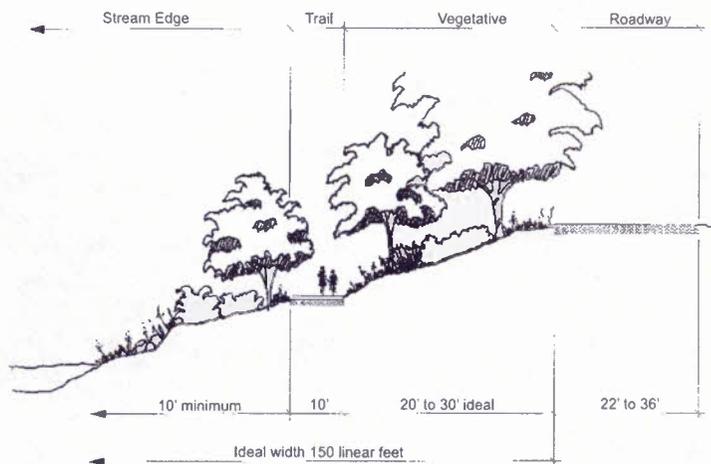
*Bollards mark the entrance to a trail in Skiatook, Oklahoma*

This chapter provides guidelines to both public and private entities for the development of trail facilities throughout McAlester. The guidelines herein are based on the best practices in use throughout the United States, as well as accepted national standards for trail facilities.

The general attributes of the McAlester trail system have been determined through the master planning process. These attributes include, but are not limited to: 10' wide (minimum) paved trails with a center line stripe, a comprehensive signage system, grade separated crossings where feasible, safe at grade crossings where necessary, and trail heads with drinking fountains, benches, and landscaping at appropriate intervals. Some trails may have phased construction, being built initially of limestone screenings as the surface and asphalt or concrete being installed later as the permanent surface.

These guidelines should be used with the understanding that each trail project is unique, and that design adjustments may be necessary in certain situations in order to achieve the best results. Such projects should be evaluated on a case-by-case basis, in consultation with local or state bicycle and pedestrian coordinators, a qualified landscape architect, and/or an engineer.

### Trail Development Corridors



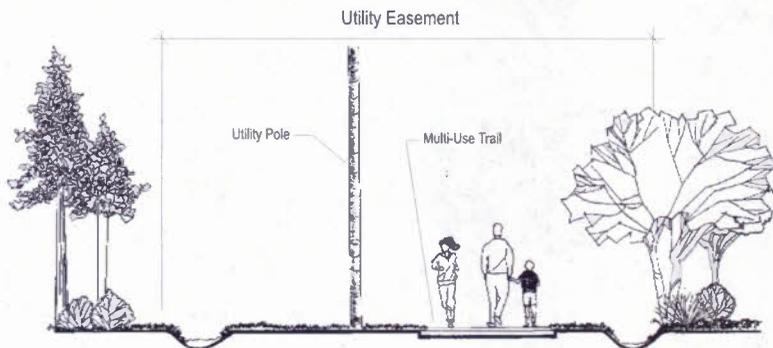
*Typical Cross Section: Trail Within A Floodway*

There are several different corridor types that can potentially serve as trail development corridors. These include floodways, utility easements, drainage easements, abandoned railroad corridors, existing railroad corridors, and expressway or turnpike rights-of-way. Trail development planning in each of these corridor types must consider the unique set of variables that each type presents. The following section contains information on trail development within different corridors.

#### **Floodway Trail with Buffer Zone**

The design of trails developed within floodplains must consider the preservation of buffer zones adjacent to streams. These vegetated buffers are important in preserving water quality and wildlife habitat. These vegetative zones work to filter pollutants from stormwater runoff before it reaches streams or rivers. Preserving these

buffers also serves wildlife by providing important habitat adjacent to streams and rivers. This habitat preservation is especially important in urban settings where habitats are threatened. The accompanying graphic illustrates how trails should be developed within floodplain areas, including minimum width requirements.

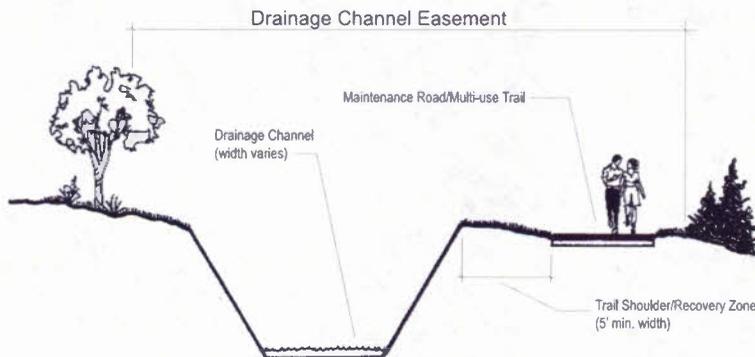


Typical Cross Section: Utility Easement Trail

### Utility Easement Trail

Utility corridors, similar to railroad corridors, can be utilized for multi-use trail development. Trails can be successfully implemented within overhead electric, sewer, fiber optic, cable and gas line easements. Typically, the utility line is placed under, or parallel to, the trail tread. These utility easements can accommodate both paved and unpaved trail treads and can serve a variety of users. Like all multi-use trails, there should be a 2-foot minimum (3-foot preferred) shoulder separating the trail tread from any utility structure. These trails need to be designed to withstand the weight of maintenance vehicles used to service the utility line.

### Drainage Easement Trail



Typical Cross Section: Drainage Easement Trail

Networks of drainage ways present a unique opportunity for trail development. Many drainage ways have an existing adjacent unpaved pathway or road that serves as maintenance vehicle access. Often these maintenance roads can double as multi-use trails with little or no improvements, while others may require more development. While some drainage ways have no existing maintenance road, there is often adequate easement width to accommodate multi-use trails. Trails utilizing drainage easements should be placed as far away (5' suggested min.) from the channel as the easement allows. This will provide a recovery zone between

trail users and the channel if a cyclist should lose control on the trail. Drainage easement trails that are part of the network should be paved. In some instances, an unpaved trail can be developed as Phase I of trail development, and paved at a later date.

These trails should be developed in close coordination with the Public Works Department in order to establish a safe and user friendly trail environment without obstructing maintenance access to the channel. These trails should be built to withstand the periodic use of heavy trucks and maintenance vehicles.

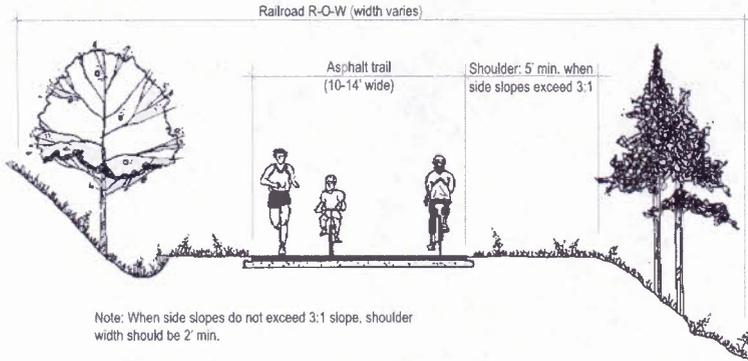
### Abandoned Railroad R-O-W

One popular movement in this country is the conversion of abandoned railroad corridors into multi-use trails. These corridors can be ideal for recreation and transportation facilities, as the grades required for railroad use provide slopes that are well within range for ADA accessible,

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transportation-oriented trails. They can also be excellent locations for paved and unpaved

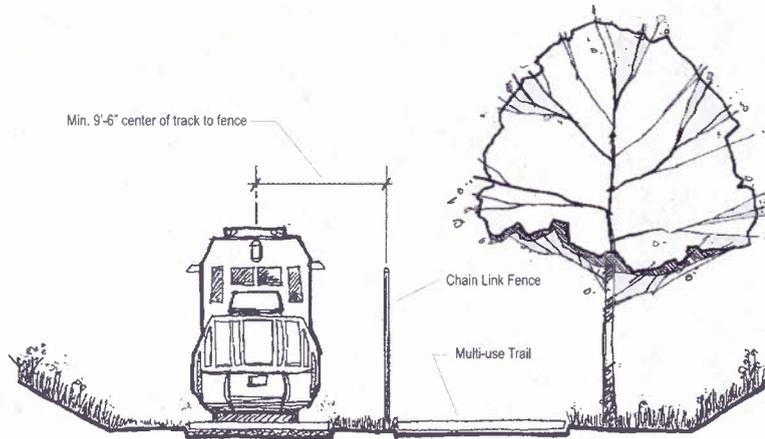
trails due to the existence of a continuous linear right-of-way. Additionally, railroad structures, such as trestles and historic depots, along the corridor can be adapted for trail use as bridges, concession stands and information centers.



Typical Cross Section: Trail Within an Abandoned Railroad Right-Of-Way

3:1. If the slope is greater than 3:1, there must be a 5' wide shoulder between the edge of trail and top of bank. If this is not possible, a railing must be installed that is at least 2 feet away from the edge of trail. This railing, according to current AASHTO standards, should be 54 inches in height. However, the AASHTO guidelines that are soon to be released indicate a minimum railing height of 42 inches.

## Trails and Active Railroad Corridors



Cross Section: Minimum Rail-With-Trail Clearances per American Railway Engineering Association (AREA) standards

Another method of utilizing railroad corridors for trail development is rails-with-trails—installing a trail within a railroad right-of-way, adjacent to active tracks. This strategy has been successfully employed in many communities. Proper design is key to developing a safe facility for trail users and minimizing liability risks for the railroad. According to a study of 37 rail-with-trails completed by the Rails-to-Trails Conservancy, these facilities typically include the following design features:

- Grade separation which isolates the active track from the trail
- A buffer between the tracks and trail
- Few at-grade trail/track crossings
- Fencing or vegetative screening which serves as an attractive barrier
- Warning and explanatory signs posted



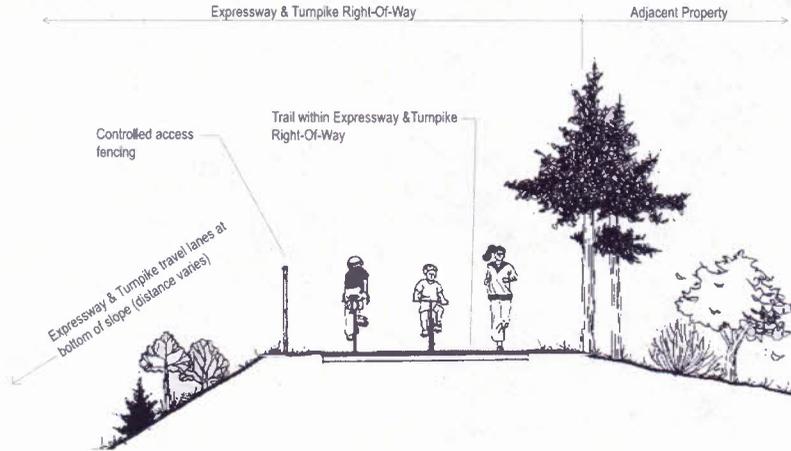
Trail within Turnpike R-O-W

## Expressway & Turnpike R-O-W Trail

Expressway and turnpike rights-of-way are excellent trail corridor resources because they are linear, well separated from the roadway, and intersect with relatively few driveways and cross streets.

The Oklahoma Turnpike Authority (OTA) has supported the concept of trails utilizing the right-of-way space located outside controlled access fencing. For example, the recently constructed 12.5 mile Creek / Broken Arrow South Loop Turnpike Trails in Tulsa and Broken Arrow, Oklahoma is located within the Turnpike corridor. This trail is separated from the

turnpike by controlled access fencing. In addition, the Oklahoma Department of Transportation has recently agreed to consider the placement of a paved multi-use trail within the US 169 corridor in Tulsa, Oklahoma.



Typical Cross Section: Expressway & Turnpike R-O-W Trail

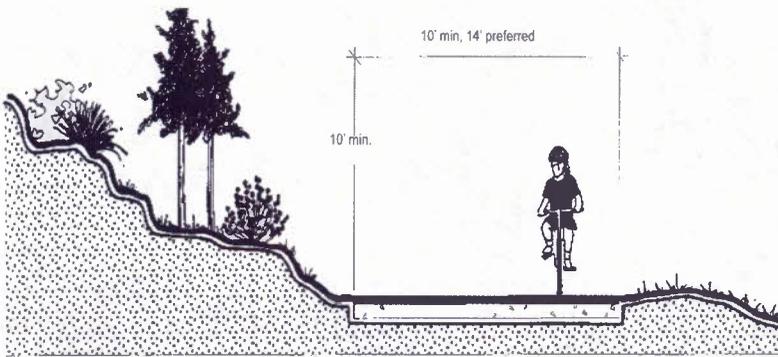
### Region Trail Types

Each of the aforementioned trail development corridors can be host to one of many different trail types. Some of these trail types include, but are not limited to: hiking trails, unpaved or paved multi-use trails, boardwalk trails, and multiple tread trails. These trail types are described in the following section.

#### Paved Multi-use Trails

Typical pavement design for paved, off-road multi-use trails should be based upon the specific loading and soil conditions for each project. These trails, typically composed of asphalt or concrete, should be designed to withstand the loading requirements of occasional maintenance and emergency vehicles. In areas prone to frequent flooding, it is recommended that concrete be used for its excellent durability.

One important concern for asphalt multi-use trails is the deterioration of trail edges. Installation of a geotextile fabric beneath a layer of aggregate base course (ABC) can help to maintain the edge of a trail. It is also important to provide a 2' wide graded shoulder to prevent trail edges from crumbling.



Typical Cross Section: Paved Multi-Use Trail

The minimum width for two-directional trails is 10', however 14' widths are preferred where heavy traffic is expected. Centerline stripes should be considered for paths that generate substantial amounts of pedestrian traffic. Possible conflicts between user groups must be considered during the design phase, as cyclists often travel at a faster speed than other users.

Asphalt concrete is a hard surface material that is popular for a variety of rural, suburban and urban trails. It is composed of asphalt cement and graded aggregate stone. It is a flexible

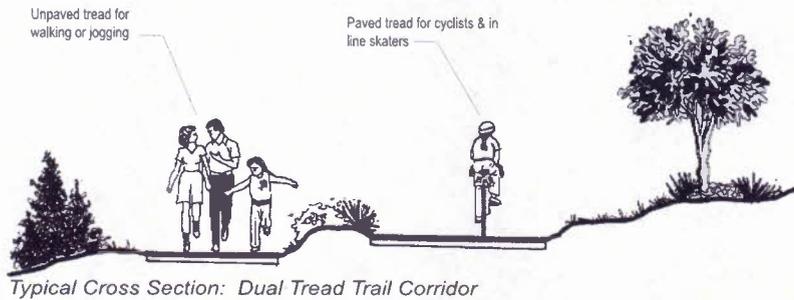
pavement and can be installed on virtually any slope.

Concrete surfaces are capable of withstanding the most powerful environmental forces. They hold up well against the erosive action of water, root intrusion and subgrade deficiencies such as soft soils. Most often, concrete is used for intensive urban applications. Of all surface types, it is the strongest and has the lowest maintenance requirement if it is properly installed.

### Dual Tread Trail

On trail corridors where anticipated usage is high, or user conflict is a concern, dual or multiple trail treads may be desired. Multiple treads allow for multiple use within the same right-of-way but on separate treads. This generally requires a wider right-of-way to accommodate the diversity of users. For example, a hard surfaced trail could be developed for bicycle use, a walking or jogging path could meander along an unsurfaced earth trail, and a boardwalk

could be extended into riparian areas. With proper signage to direct trail users, all of these trail treads could be developed parallel to one another within a given corridor.



For example, River Parks Trail in Tulsa has dual treads on the eastern side of the Arkansas River. Its high usage and frequent user conflict problems have been alleviated through dual tread development.

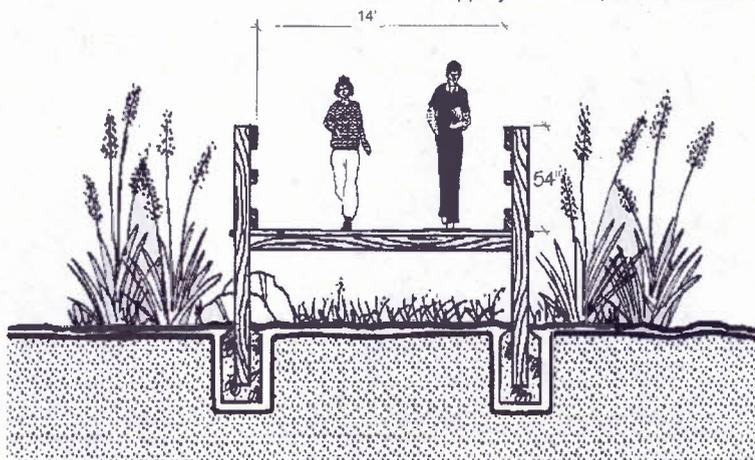
Dual trail treads provide one tread exclusively for

wheeled users and leave one for pedestrians and joggers, therefore eliminating user conflicts between these trail user groups.

### Boardwalk Trails

Boardwalks, or wood surface trails, are typically required when crossing wetlands or poorly drained areas. While boardwalks can be considered multi-use trails, the surface tends to be slippery when wet, and so is not well suited for wheeled users. Boardwalks intended for use

by bikes, pedestrians, in-line skaters, etc. should be a minimum of 14' wide. However, boardwalk trails limited to pedestrian use can be as narrow as 8'.



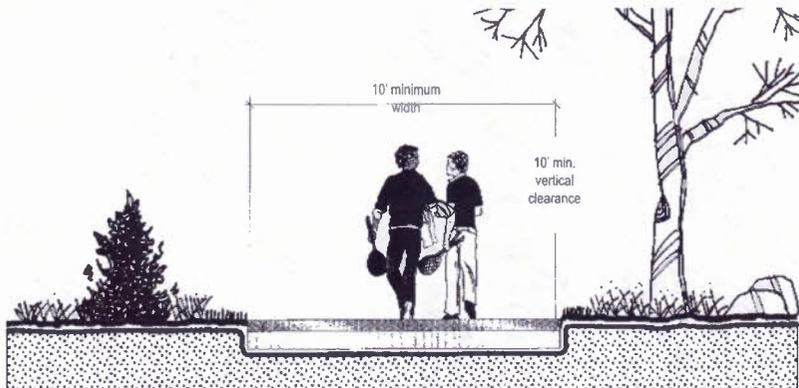
Wood surfaced trails are usually composed of wooden planks or lumber that forms the top layer of a bridge, boardwalk or deck. The most commonly used woods for trail surfacing are exposure- and decay- resistant species such as pine, redwood, fir, larch, cedar, hemlock and spruce. Wood is a preferred surface type for special applications because of its strength and comparative weight, its aesthetic appeal and versatility. Synthetic wood, manufactured from recycled plastics, is now available for use as a substitute in conventional

outdoor wood construction. While these products are more expensive than wood lumber, recycled plastic lumber lasts much longer, does not splinter or warp and will not discolor.

### Unpaved Multi-Use Trail

The unpaved multiuse path is intended to accommodate a variety of users, including walkers, joggers, bicyclists, and others. These pathways, intended for use in upland environments, do not withstand the effects of flooding well. While cheaper to install, unpaved trails typically have higher maintenance costs than paved trails and require more frequent repairs. Careful consideration should be given to the amount of traffic the specific trail will generate, as these surfaces tend to deteriorate with excessive use. These trails should also meet all

other standards within this manual, and within AASHTO's Guide for the Development of Bicycle Facilities (1999).



Typical Cross Section: Unpaved Multi-Use Trail

Materials that can be used to surface a trail include natural materials, soil cement, graded aggregate stone, granular stone, and shredded wood fiber. The soft surface materials are less expensive to install and compatible with the natural environment, however, they do not accommodate certain users, such as inline skaters and disabled persons. Soft surface trails are preferred, however, by some runners and mountain bicyclists. Soil cement will support

most user groups, though bicyclists and horseback riders should only have restricted use. Soil cement surfaces last longer if installed on top of a properly prepared subgrade and subbase.

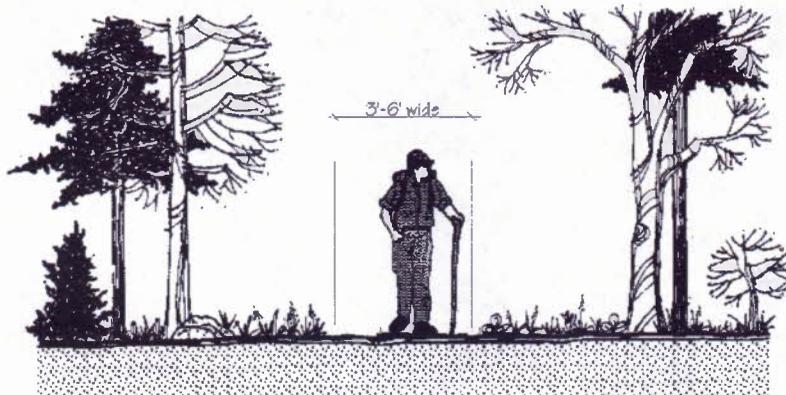
Graded aggregate stone material suitable for trail surfacing includes colored rock, pea gravel, river rock, washed stone and coarse sand. This surface will often need to be kept in place with wood or metal edging. Because it is a loose, uncompacted surface, graded aggregate stone is limited in application to flatter slopes.

Granular stone includes a broad range of aggregate stone, such as limestone, sandstone, crushed rock, pit gravel, chat, cinders, sand and fine gravel. This is one of the best surface types for greenway trails because it can be densely compacted and is compatible with the natural environment. If properly constructed, granular stone can support bicycle and wheelchair accessible trail development. This type of trail surface serves well as a base for future paving.

Shredded wood fiber is usually composed of mechanically shredded hardwood and softwood pulp, pine bark chips or nuggets, chipped wood pieces, or other by-products of tree trunks and limbs. This type of surface is favored by joggers and runners, equestrians and walkers because it is soft and blends shredded wood fiber decays rapidly and must be installed on flat subgrades.

### Footpath/Hiking Trail

Footpaths or hiking trails are designed to accommodate pedestrians and are not intended for cyclists or other wheeled users. These natural surface trails typically make use of dirt, rock, soil, forest litter, snow, ice, pine mulch, leaf mulch and other native materials for the trail



Typical Cross Section: Footpath/Hiking

surface. Preparation varies from machine-worked surfaces to those worn only by usage. This is the most appropriate surface for ecologically sensitive areas.

These pathways, often very narrow, sometimes follow strenuous routes and may limit access to all but skilled users. Some hiking trails may permit equestrian use. Construction of these trails mainly consists of providing positive drainage for the trail tread and should not involve extensive removal of existing vegetation. These trails vary in width from 3' to 6' and vertical clearance should be maintained at 9' (12' when equestrian use is

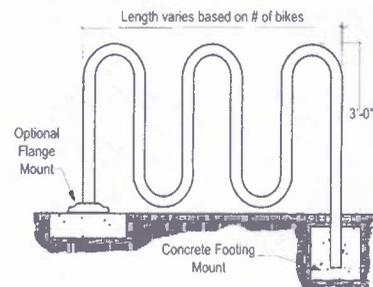
allowed).

## Trail Components

In addition to trail width and surface type, there are many other trail components that should be considered during facility design to ensure safe, well designed trails. The following design guidelines address features such as bike racks, site furnishings, landscaping, lighting, and signage. While these components will not be required on all trail facilities, they should be considered in the design of each facility.

### Bike Racks

It is important to choose a bicycle rack design that is simple to operate. Bicycle racks should be designed to allow use of a variety of lock types. It may be difficult initially to determine the number of bicycle parking spaces needed. Bicycle racks should be situated on-site so that more racks can be added if bicycle usage increases.

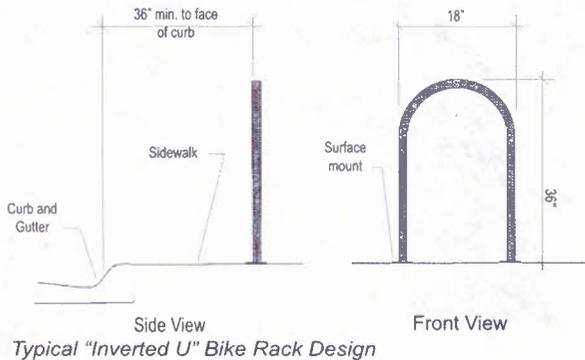


Typical "Loop" Bike Rack Design

The designs shown have proven popular and effective in numerous communities. They are inexpensive to fabricate locally, easy to install, vandal resistant, and work well with the popular high-security locks. In addition, they can be installed as a single unit on a sidewalk, or in quantity, as at a major recreation center.

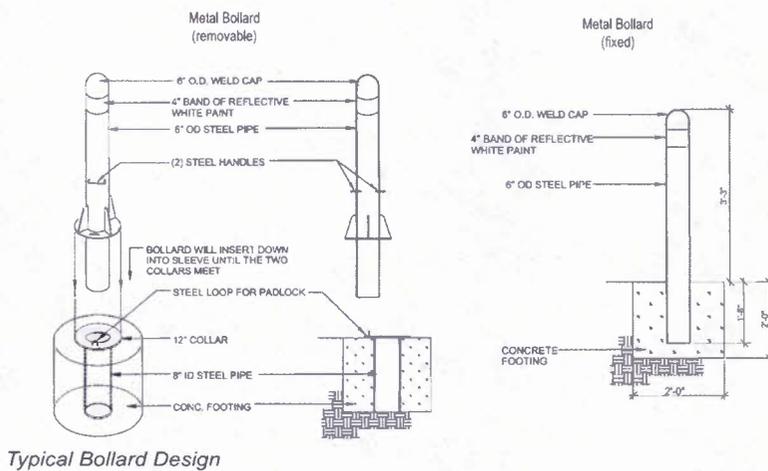
The location criteria included below are a mix of those developed by the cities of Denver and Seattle for siting bicycle racks, and are recommended for McAlester:

- Racks should be located within 50' of building entrances (where bicyclists would naturally transition into pedestrian mode).
- Racks should be installed in a public area within easy viewing distance from a main pedestrian walkway, usually on a wide sidewalk with five or more feet of clear sidewalk space remaining (a minimum of 24" clear space from a parallel wall, and 30" from a perpendicular wall).
- Racks should be placed to avoid conflicts with pedestrians. They are usually installed



near the curb and at a reasonable distance from building entrances and crosswalks.

- Racks can be installed at bus stops or loading zones (only if they do not interfere with boarding or loading patterns and there are no alternative sites). Many communities across the Country including Phoenix, AZ, Portland, ME and Denver, CO and Tulsa Oklahoma, have installed racks on their buses to facilitate bike-on-transit travel.

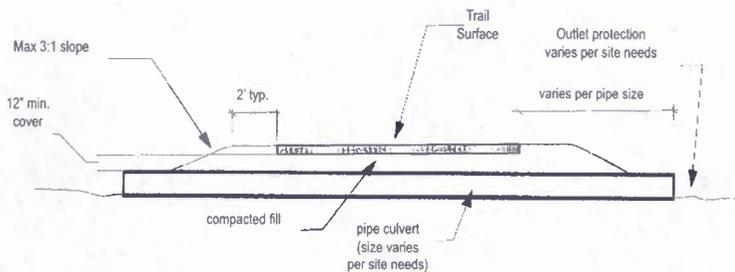


**Bollards**

Bollards are intended to provide separation between vehicles and trail users, and are typically used at trail/roadway intersections. They are available in a variety of shapes, sizes, and colors and come with a variety of features. Lighted bollards are intended to provide visitors with minimum levels of safety and security along trails which are open after dark. Bollards should be chosen according to the specific needs of the site and should be similar in style to the surrounding

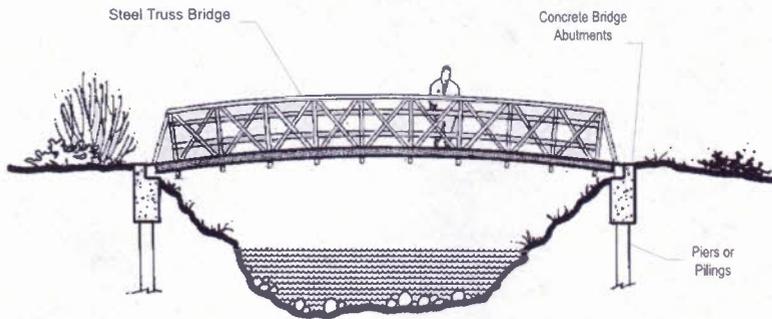
elements. The graphic illustrates a typical bollard often used in Oklahoma.

The contractor is to provide proper footings and anchors for bollard installation, according to manufacturers specifications. Typical construction materials for bollards include painted steel or aluminum, with halogen or metal halide lights in weather tight casings and / or a 4" band of reflective white paint. Removable bollards can be installed to provide trail access for emergency and maintenance vehicles.

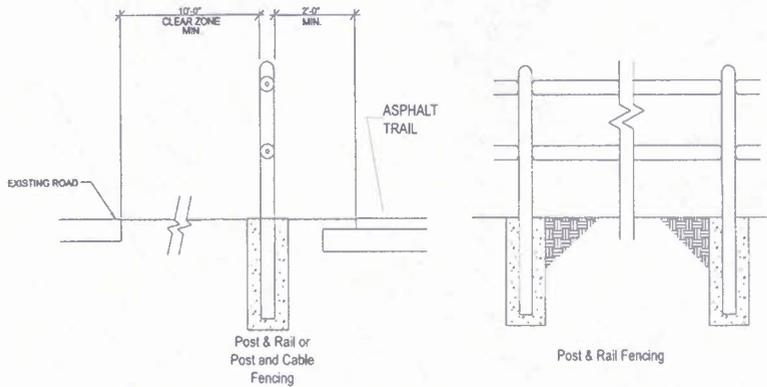


**Trail Culverts**

Installation of trail culverts is important to insure proper stormwater drainage, trail user safety, and longevity of the trail surface. Pipe length, diameter, and material specifications will vary depending on specific site needs. Two materials typically used for trail culverts are reinforced concrete pipe (typically required when the trail is within roadway or utility easements), and High Density Polyethylene (HDPE) recycled plastic pipe. Plastic pipes are typically less expensive on a per foot basis. The included graphic outlines



Typical Prefabricated Steel Span Bridge



Typical Trail Fencing

Trail bridges intended for occasional vehicular use must be designed to handle such loads safely.

proper installation parameters for trail culverts.

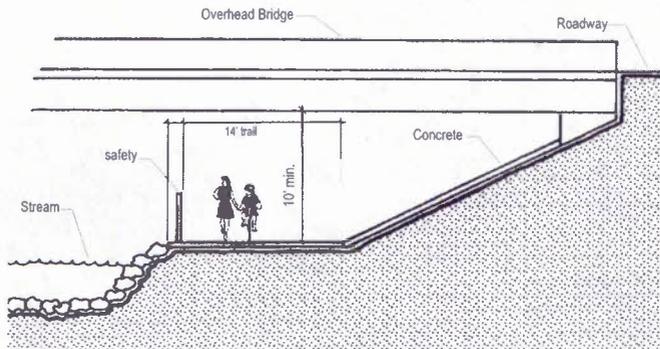
**Bridges**

Bridges are an important element of almost every trail project. They are required at crossings of larger drainage or water ways and can sometimes be used to cross roadways. The type and size of bridges can vary widely depending on the trail type and specific site requirements. Some bridge types often used for multi-use trails include suspension bridges, prefabricated span bridges (illustrated), and concrete bridges. When determining a bridge design for multi-use trails, it will be important to consider the issue of emergency vehicle access.

**Fencing**

Fencing and railings are often needed on trail projects for safety purposes or to serve as barriers. They can consist of many different materials and, depending on the specific site needs, can be a variety of heights. Many different fence types, including post and rail, chain link, post and cable, and lumber privacy fences, can be used to create a barrier between the trail and adjacent properties. Safety railings often consist of pipe railings, or treated lumber rails. The need for fencing or safety railings on trail projects will vary and should be

determined on a site by site basis. Some locations where fencing or railings may be needed include: along elevated pathways or boardwalks, along expressway/turnpike trails, along trails with steep side slopes, and trails in close proximity to parking lots or roadways. Aesthetics should be carefully considered when determining a type of fence or railing. The materials used should blend with those used in the surrounding area.



Typical Trail Underpass Adjacent to a Stream

**Trail Underpasses**

Trail underpasses can be used to avoid undesirable at-grade intersections of trails and roadways. These underpasses typically utilize existing overhead roadway bridges or culverts under the roadway that are large enough to accommodate trail users. There are several key issues that must be addressed in the design of a roadway underpass:

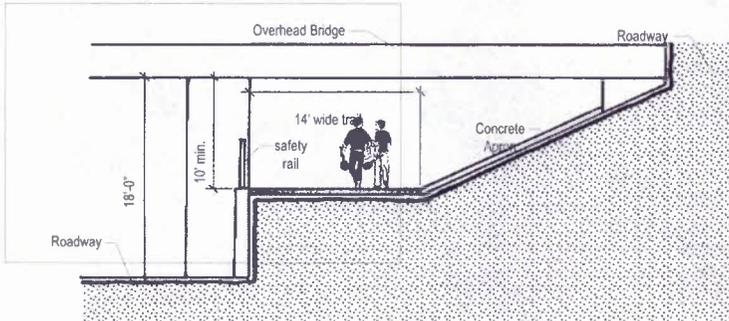
1. The vertical clearance of the underpass must be at least 10'



Trail Underpass with Railing

2. The width of the underpass must be at least 14'
3. Proper drainage must be established to avoid pooling of stormwater inside the underpass
4. It is recommended that underpasses be lighted for safety.

Roadway underpasses that utilize box culverts can sometimes be installed as part of a roadway improvement or construction project at greatly reduced cost.

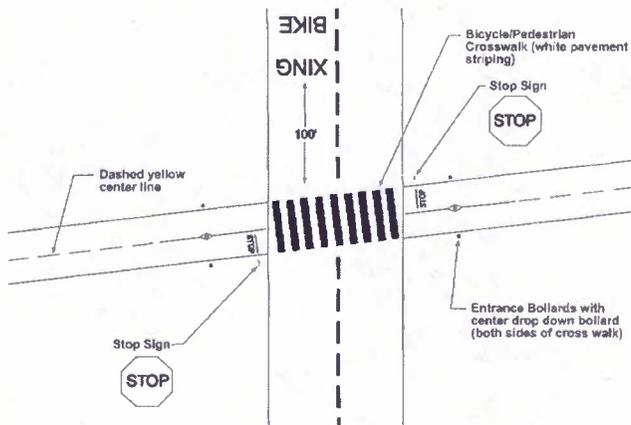


Typical Trail Underpass Adjacent to a Roadway

### Trail/Roadway Intersections

Trail/Roadway intersections can be dangerous conflict areas if not carefully designed. For at-grade intersections, there are several primary design objectives:

1. Site the crossing area at a logical and visible location;
2. Warn motorists of the upcoming crossing;
3. Inform trail users of the upcoming intersection; and
4. Maintain visibility between trail users and motorists.

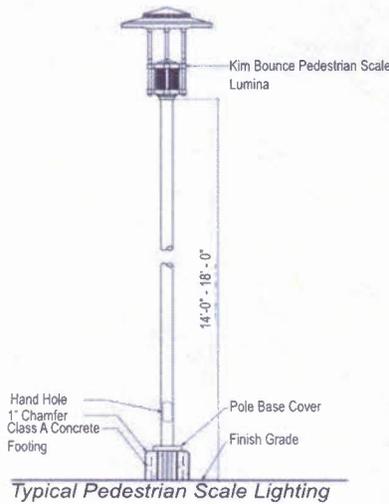


Typical At-Grade Trail/Roadway Intersection

Intersections and approaches should be on relatively flat grades. In particular, cyclists should not be required to stop at the bottom of a hill. If the intersection is more than 75 feet from curb to curb, it is preferable to provide a center median refuge area, per ADA

(Americans with Disabilities Act) or ANSI (American National Standards Institute) standards. If crossing traffic is expected to be heavy, it may be necessary to provide a traffic signal that can be pedestrian/cyclist activated.

The accompanying graphic illustrates a typical trail/roadway intersection and shows the proper placement of signage, bollards, and pavement markings.



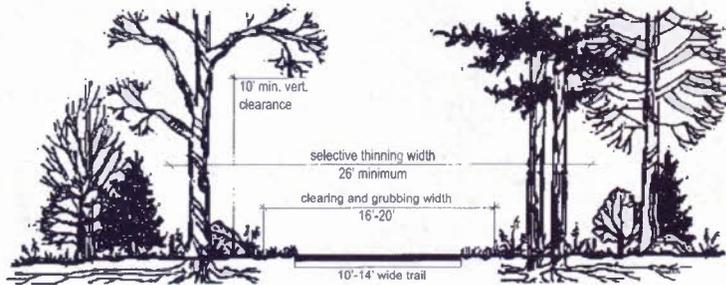
**Trail Lighting**

Particularly during winter months, when trips to and from work are made in the dark, adequate lighting can make the difference in a person's choice to bicycle or walk. However, due to liability and security concerns, many off-road bicycle paths are closed at night, and therefore unlit. Lighting for multi-use trails should be considered on a case-by-case basis, with full consideration of the maintenance commitment lighting requires. Included here is an example of a popular pedestrian-scale light fixture that could be used in a trail environment.

The city should provide a system to illuminate the trail with either cobra type or post top fixtures. General spacing for the cobra heads is approximately 150 feet between fixtures, but will vary depending on site conditions. The spacing for the post top fixtures is generally closer than the cobras, but both can provide an average of 0.5 footcandles with a min. of .02 footcandles on the trail.

**Vegetative Clearing**

Vegetative clearing refers to the amount of vegetation removal that is required for various levels of trail development. The amount of vegetative clearing required for any one trail will depend on the type of trail being developed. While footpaths or hiking trails require little or no vegetation removal, paved pathways may require more.



Typical Vegetative Clearing Dimensions

Single-tread, multi-use trails are the most common type of trail in the nation. These trails vary in width, can accommodate a wide variety of users, and are especially popular in suburban and urban areas. While the vegetative clearing needed for these trails varies with the width of the trail, the graphic outlines typical requirements.

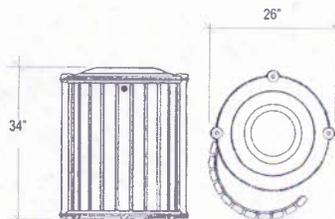
**Landscape Plantings**

The amount of landscaping needed for trails will vary from project to project. While some projects will require little or no plantings, others may require it for vegetative screening, habitat restoration, erosion control or aesthetics.

Trees and shrubs are important to greenways and trails for both aesthetic and environmental reasons. Not only do they contribute to the appearance of a trail, their shade cools the environment for trail users and provides habitat for wildlife. When choosing trees and shrubs for use in greenway corridors, it is recommended that indigenous and well adapted species be used. This will reduce the need for chemical and water applications as a part of long term maintenance. Generally, most indigenous and ornamental trees are acceptable for planting near a trail. The use of certain trees that drop debris and have aggressive surface roots should be avoided in close proximity to the trail.

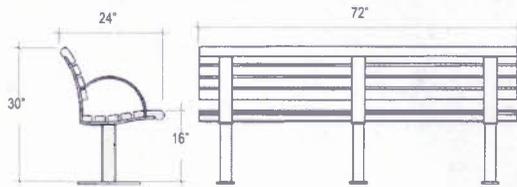
**Site Furnishings**

Litter receptacles are recommended along most trails. They can be attractive as well as functional and should be selected based on the amount of trash expected, overall maintenance program of the trail, and types of users. Litter receptacles need to be accessible to both trail



Note: Trash Receptacle set on concrete, positioned at least 3' off edge of trail

Typical Trail Litter Receptacles



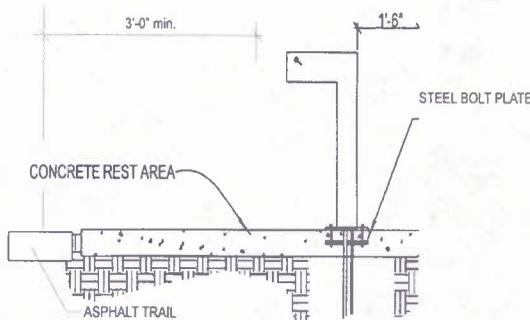
Note: Bench set on concrete, positioned at least 3' off edge of trail

Typical Trail Bench

users and maintenance personnel. At a minimum, 22-gallon or 32 gallon containers should be located at each entranceway and at each bench seating area. They should be set back three feet from the edge of the trail. The location of additional litter receptacles will depend upon the location of concessions, facilities adjacent to the trail and areas where trail users tend to congregate.

Benches along trails allow users to rest, congregate or contemplate. Trail benches should comfortably accommodate the average adult. They should be located at the primary and secondary entrances to the trail and at regular intervals, and should be set back three feet from the trail edge on a concrete pad.

The included graphics illustrate a bench and litter receptacle that are manufactured using recycled plastic lumber instead of conventional treated wood lumber. Prefabricated furnishings may also use painted or vinyl coated metal. These prefabricated units cost more initially but last longer and require little or no maintenance.

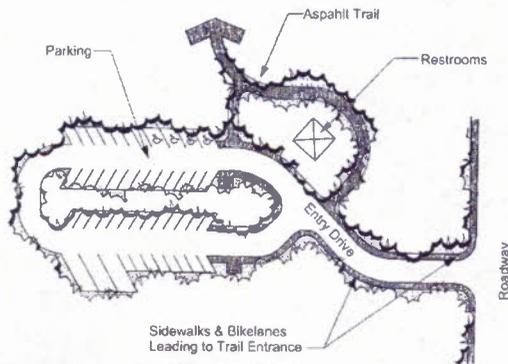


Typical Drinking Fountain

**Drinking Fountains**

Drinking fountains are important amenities for this trail system, given the hot summer seasons in McAlester. Fountains are typically located at major trail heads and trail entrances, and at regular intervals (approximately 1-1.5 miles on heavily used trails, and 3-5 miles on more remote trails) along the trail.

Drinking fountains should be set back at least 3' from the trail edge, and should be wheelchair accessible. They should also be designed and installed to be freeze proof. Drinking fountains with water bottle fillers are also desirable.



Typical Primary Trail Head Layout

**Trail Heads**

Trail heads will be required throughout the trails system to provide easy access to the trails. Typically trail heads fall into two categories: primary and secondary. Primary trail heads usually provide a wide range of amenities including: parking, restrooms, drinking fountains, picnic areas, benches, litter receptacles, lighting, all types of signage, and bike racks. Restroom buildings at primary trail heads can often serve a dual purpose and provide storage space for supplies and maintenance equipment needed to service the trail. Primary trail heads are typically found at key destination points or trail endpoints but can also be incorporated into existing municipal parks when trail routing is suitable. Along heavily used trails in densely populated areas, primary trail heads should be provided every five miles.

Secondary trail heads are needed more frequently than primary trail heads, and do not provide as wide a variety of amenities. Typically, secondary trail heads are characterized as rest stops located between major destination points and can include such amenities as: signage, benches, trash receptacles, picnic tables, and sometimes parking. These trail heads are often placed at or near major roadway intersections, or periodically along longer trail segments. On

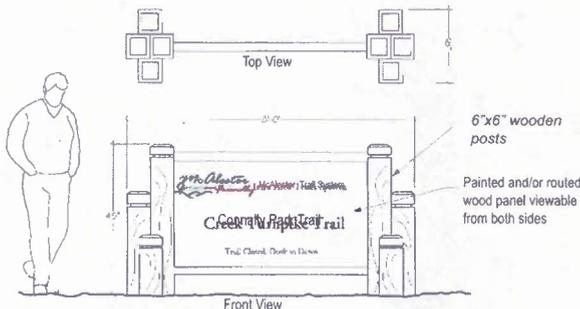
more popular trails, secondary trail heads should be provided every 1-2 miles.

**Signage**

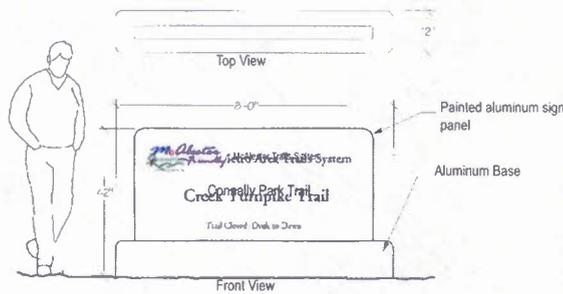
A comprehensive signage plan throughout the trail system will be needed to insure that information is provided to trail users regarding the safe and appropriate use of all facilities.

Trail signage is typically divided into information signs, directional signs, regulatory signs, and warning signs. Trail signage should be developed to conform to the Manual on Uniform Traffic Control Devices (MUTCD) and the American Association of State Highway Transportation Officials (AASHTO) manual.

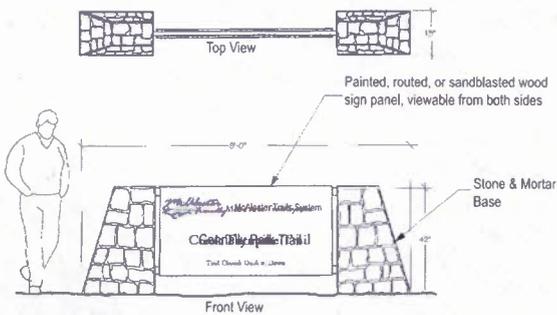
Included in this section are graphics that illustrate some typical trail signage types. The different signage types can be constructed using one of several different base designs. Shown here are three different sign base types including: wood posts, stone, and aluminum. Each of these bases can be adapted for use with each sign type, including entry signs, information signs, directional signs, etc. This will allow different communities to choose different sign base types while the actual signage panels will remain uniform throughout the region.



Entry Sign with Wood Post Base



Entry Sign with Aluminum Base

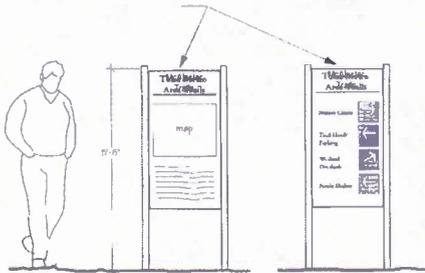


Entry Sign with Stone Masonry Base

**Major Entry Signage**

Major entry signage is typically placed at trail heads and trail/roadway intersections. These signs are typically the largest of all signage types, and designed to be seen from a vehicle as well as by trail users. These signs typically include the trail name and often include a map of the trail and the surrounding area.

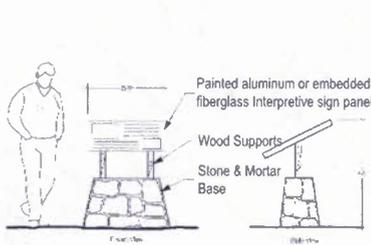
Sign panels can be either wood or aluminum and should be viewable from both sides



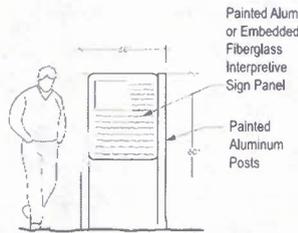
Directional/Informational Signs on Metal Post Base

**Directional/Informational Signage**

Directional and informational signage is typically found at trail heads, as well as trail/trail and trail/roadway intersections. This type of signage is typically built at a pedestrian scale and is no more than 40" high. The information often provided on these signs includes: maps, trail rules and regulations, trail etiquette, mileage to destinations, directions to destinations, and directions to amenities such as restrooms or water fountains. The included graphic shows a directional/informational sign mounted on metal posts. The same panel will also work well mounted on wood posts or a stone base.

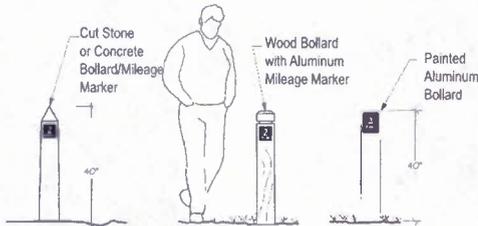


Educational/Cultural Signs on Stone Masonry & Metal Post Bases



**Educational/Cultural Signage**

Educational or cultural signage is used when an element or feature with educational or cultural merit exists within or in close proximity to a trail corridor. These elements may include but are not limited to wetland or other environmental features, and historical structures or locations. These signs are designed to be viewed by pedestrians, can be mounted either vertically or angled, and may include photos, maps, and text information.



Bollard Style Mileage Markers

**Distance Markers**

Distance markers typically consist of a post or a pavement marking displaying the distance from the beginning of the trail to the mileage marker. These are usually placed in 1/2 mile and 1 kilometer increments to indicate to the trail user how far they have traveled. The standard for the McAlester Trail System is 1/2 mile posts and kilometer pavement markings. The graphic to the left illustrates bollard style mileage markers using three different construction materials including concrete, wood, and metal.

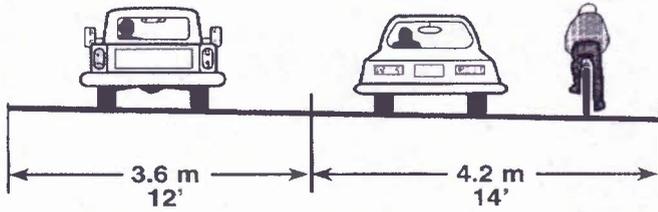
**Regulatory & Warning Signage**

Regulatory and warning signs display rules, regulations and warnings regarding trail use and include standard signs such as stop, yield, sharp turn, etc. Like all trail signage, these signs should conform to the Manual on Uniform Traffic Control Devices (MUTCD). These signs are typically mounted on either wood or metal posts.



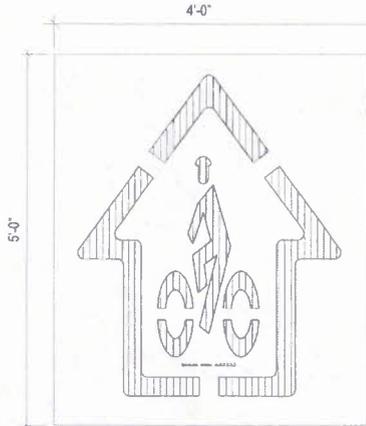
Regulatory and Warning Signs

**On Street Linkages**



Wide Outside Curb Lane

In order for a trail system to function as a complete component of the overall transportation system, proper linkage with the roadway system is required. Since it is not possible to provide off-road trails to every destination in the community, on-road facilities must be used as linkages to “fill in the gaps”. The following guidelines offer ways to safely link the trail system with on road bicycle and pedestrian facilities.



Pavement Marking to be Used With Wide Outside Lanes

**Wide Curb Lanes**

There are three types of on-road bicycle facilities: wide curb lanes, paved shoulders, and bike lanes. Wide curb lanes, or outside lanes, are wider than the standard 12' travel lane and can provide more space for cyclists and easier passing for motorists. Under most conditions, automobiles and bicycles can coexist in a 14' wide curb lane, without the need for the motorist to move into the next adjacent lane to pass a cyclist.

**Location and Width**

Wide curb lanes best accommodate advanced cyclists, as these riders are more comfortable operating directly in traffic. The wide curb lane is always the furthest right-hand lane, and should optimally be 14' - 16' wide, not including the gutter pan (curb lanes that are wider than 16' are not recommended). Wide curb lanes are not required to have curb and gutter.

In order to achieve the extra space needed for a 14' wide outside lane, the roadway may either be physically widened or restriped to reduce the lane width of inner lanes and increase the width of outer lanes. Re-stripping proposals should be reviewed by a traffic engineer to ensure adequate safety for the motorists as well as bicyclists.

**Signage**

There is no special “wide curb lane” sign, however on high volume urban arterials, the designer may choose to install “Share the Road” warning signs (standard bicycle warning plate with a subplate stating SHARE THE ROAD). Passed into Oklahoma law in 2011, the “3 Feet Please” law states that when overtaking and passing a bicycle proceeding in the same direction, a person driving a motor vehicle shall exercise due care by leaving a safe distance between the motor vehicle and the bicycle of not less than three (3) feet until the motor vehicle is safely past the overtaken bicycle.



“3 Feet Please” Signage



W11-1 / W16-1

“Share The Road” Signage

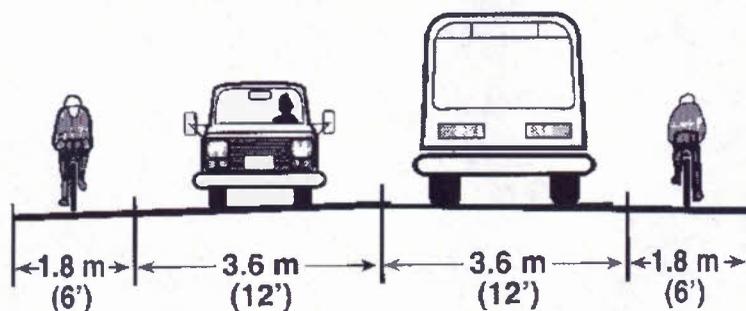
**Intersection Design**

When wide curb lanes approach intersections with turning lanes, the 14' wide lane should continue through the intersection as the outside through-lane.

### Design Issues

**Acceptance:** Bicycle programs in numerous communities have found that less experienced bicyclists seldom see a difference when wide curb lanes are provided. Therefore, if the desired outcome is greater numbers of bicyclists or a visible "Pro Bicycle" statement, this option will not satisfy the need.

**Traffic speeds:** Wider curb travel lanes may tend to increase motorist speeds. Whether a marginal increase in speeds is important in a particular situation should be a subject for analysis.



**Min: 3.5 m (5') against curb, parking or guardrail, 1.2 m (4') open shoulder**  
Paved Shoulders

### Paved Shoulders for Bicycle Use

Paved roadway shoulders are not only an excellent way to accommodate bicycles, they are also beneficial to the motoring public. Paved shoulders eliminate problems caused when the pavement edge begins to deteriorate, therefore extending the life of the road surface and requiring less maintenance. Paved shoulders also provide a breakdown area for motor vehicles.

### Location and Use

Paved shoulders for bicycles serve the needs of all types of cyclists in rural areas. In urban areas, paved shoulders may be preferable to riding in a traffic lane for advanced cyclists on arterial roadways with high speeds (over 45 mph). Paved shoulders in rural areas have the additional benefit of providing an area for pedestrian use where sidewalks are not present.

### Width

Shoulders should be a minimum of 4' wide to accommodate cyclists, depending upon the speed and volume of motor vehicle traffic. Paved shoulders for bicycles can be designed according to typical roadway cross sections for bicycle lanes, with the exception of pavement decals or bicycle lane signage.

Although 4' of width is preferable, certainly any additional shoulder width is preferable to none at all. Shoulders that are 2'-3' wide can improve conditions and are recommended in cases where 4' widths cannot be achieved. However, shoulders less than 4' wide should not be designated as bicycle facilities. "Share the Road" signs would be acceptable in these locations, as they would serve to warn motorists of the likely presence of bicyclists.

Rumble strips are not recommended where shoulders are used by cyclists unless there is a minimum clear path of 1' from strip to the travel way, 4' from the strip to outside edge of paved shoulder, or 5' to adjacent guard rail, curb or other obstacle. Rumble strips should only be installed when an adequate unobstructed width of paved surface remains available for bicycle use.

As with bicycle lanes, paved shoulders should have the same pavement thickness and subbase as the adjacent roadway, and should be regularly swept and kept free of potholes.

**Signage**

Paved shoulders can include standard bicycle route warning signs, as shown on the previous page. As described above, these "Share the Road" signs may be installed on roads with paved shoulders that are less than 4' in width.



R7-9  
12" X 18"



R7-9a  
12" X 18"



R3-16  
24" X 30"



R3-17  
24" X 30"

*Bike Lane Signage*

**Bike Lanes**

Bicycle lanes in McAlester should conform to the standards in AASHTO's Guide for the Development of Bicycle Facilities (1999). Bicycle lanes are an on-road type of facility. They should not be separated from other motor vehicle lanes by curbs, parking lanes, or other obstructions. General standards for width, striping, and intersections are provided below.

**Location and Use**

Bicycle lanes serve the needs of experienced and inexperienced bicyclists in urban and suburban areas, providing them with their own travel lane. Bicycle lanes are always located on both sides of the road (except when they are constructed on one-way streets). By this design, cyclists are encouraged to follow the rules of the road, which require them to travel in the same direction as adjacent motor vehicle traffic.

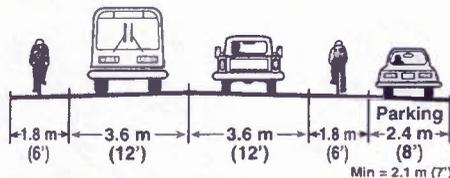
**Width**

The minimum width of bike lanes should be 4', exclusive of the gutter pan. On roads with parallel parking, bike lanes should be a minimum of 5' wide, and should be installed adjacent to the motor vehicle lanes, rather than between the parking lane and the curb. Along streets in McAlester with higher motor vehicle speeds (45 mph or greater) and traffic volumes, 6' wide bike lanes are recommended.

**Signage**

The MUTCD specifies standard signage for bicycle lanes. According to section 9B-8, the R3-16 sign should be used in advance of the beginning of a designated bicycle lane to call attention to the lane and to the possible presence of bicyclists (see graphic this page). The MUTCD requires that the diamond lane symbol be used with both the R3-16 and R3-17 signs. According to Section 9B-11 of the MUTCD, the R7-9 or R7-9a signs can be used along streets where motorists are likely to park or frequently pull into the bike lane.

**Striping**



Min: 1.5 m (5') against curb, parking or guardrail; 1.2 m (4') open shoulder

*Bike Lanes*

Bicycle lane stripes should be solid, 6" wide white lines. Care should be taken to use pavement striping that is skid resistant. Bicycle-shaped pavement symbols and directional arrows should be placed in the bicycle lane to clarify its use. Pavement letters that spell "ONLY BIKE" are also highly recommended. Symbols should be installed at regular intervals, immediately after intersections, and at areas where bicycle lanes begin.

Bike lane striping at intersections is challenging. Traffic has a tendency to mix at intersections: motorists who are turning right must cross paths with cyclists who wish to continue straight, and cyclists who wish to turn left must cross into left-hand turn lanes. Several intersection striping patterns are provided by AASHTO's Guide for the Development of Bicycle Facilities (1999) and the MUTCD.



D11-1  
24" X 18"



D1-1b (L)  
24" X 6"

*Bike Route Signage*

### Bicycle Routes

A bicycle route is a "suggested way" for a cyclist to get from a point of origin to a destination. Bike routes do not necessarily require physical improvements in order to accommodate bicyclists, given that they meet minimum safety criteria in their present condition (see below). Bike routes can be preferable for bicycling for a number of reasons including directness, scenery, less congestion and lower speed limits.

### Location and Use

Bicycle routes may be used by all types of cyclists. In urban areas they are most often designated on collector or residential streets with low traffic volumes, and are typically used to direct cyclists to a destination within the community, or to provide a through-route for bicyclists. In rural areas, bike routes are most often designated on roadways that are popular touring routes for recreational cyclists, or long-distance commuting routes for advanced cyclists.

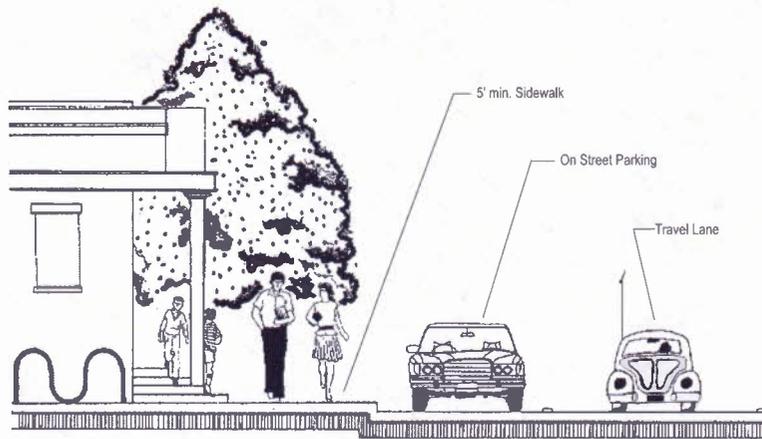
### Safety Criteria

A street does not necessarily have to be physically widened in order to be designated as a bicycle route. A road with standard 12' wide lanes (or less) can be designated as a bike route with the appropriate signage, given that each condition below is met:

- In its present state (or with planned improvements), the roadway sufficiently accommodates cyclists. The evaluation should take into account roadway width and traffic volumes. Candidate bike routes should have good sight distances and adequate pavement conditions. In addition, traffic should not regularly exceed posted speed limits.
- All bicycle hazards have been removed from the roadway or otherwise remedied, including unsafe drainage grates and angled railroad crossings.
- The bicycle route is designed as one segment within an interconnected system of bicycle facilities.
- Traffic signals are either timed or are activated by bicycles.

### Signage

Bicycle route signage should be used according to the standards in the MUTCD, which provides several choices in styles. Bicycle route signs should be placed at all areas where new traffic enters the roadway. In urban areas, it is helpful to include directional arrows and captions that indicate nearby destinations, particularly at intersections.



Typical Urban Sidewalk Cross Section

### Sidewalks

Sidewalks are a critical need in McAlester. They not only encourage walking, but they also improve the safety of pedestrians. An individual's decision to walk is as much a factor of convenience as it is the perceived quality of the experience. Therefore, pedestrian facilities should be designed with the following factors in mind:

- Sufficient width: Sidewalks should accommodate anticipated volumes based on adjacent land uses and should at a minimum allow for two adults to walk abreast (5' min.).
- Protection from traffic: High volume and/or high speed (>35 mph) motor vehicle traffic creates dangerous and uncomfortable conditions for pedestrians. Physical (and perceptual) separation can be achieved through a combination of methods: a planting strip with trees, a raised planter, bicycle lanes, on-street parallel parking, and others.
- Street trees: Street trees are an essential element in a high quality pedestrian environment. Not only do they provide shade, they also give a sense of enclosure to the sidewalk environment which enhances the pedestrian's sense of security.
- Pedestrian-scaled design: Large highway-scale signage and lighting reinforces the general notion that pedestrians are out of place. Signage should be designed to be seen by the pedestrian. Street lighting should likewise be scaled to the level of the pedestrian (14' tall), instead of providing light poles that are more appropriate on high-speed freeways.
- Continuity: Pedestrian facilities are often discontinuous, particularly when private developers are not encouraged to link on-site pedestrian facilities to adjacent developments and nearby sidewalks or street corners. New development should be designed to encourage pedestrian access from nearby streets. Existing gaps in the system should be placed on a prioritized list for new sidewalk construction.
- Clearances: Vertical clearance above sidewalks for landscaping, trees, signs and similar obstructions should be at least 8'. In commercial areas and the downtown, the vertical clearance for awnings should be 9'. The vertical clearance for building overhangs which cover the majority of the sidewalk should be 12'.

- Conformance with national standards: Sidewalk design should be consistent with Americans with Disabilities Act requirements and/or ANSI requirements. Specific guidance is provided by the Architectural and Transportation Barriers Compliance Board's American's with Disabilities Act Accessibility Guidelines.

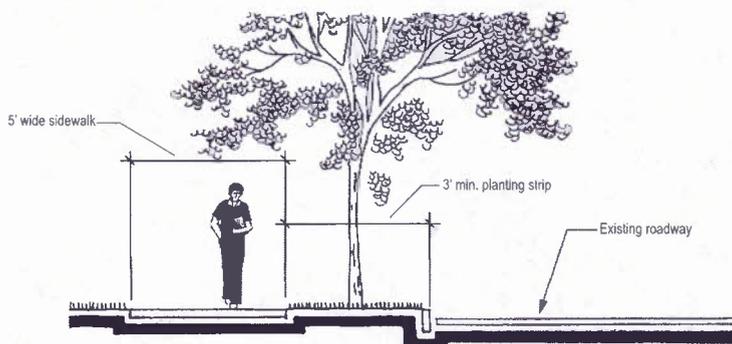
### Sidewalk Obstacles

Street furniture and utility poles create obstacles to pedestrian travel when located directly on the sidewalk. At a minimum there should be 5' of clear sidewalk width to allow wheelchairs to pass. Where possible, utilities should be relocated so as not to block the sidewalk. Benches should not be sited directly on the sidewalk, but set back at least 3'.

The design of new intersections or re-design of existing intersections presents an opportunity to improve pedestrian circulation. Street furniture located near intersections can block sight lines. In general, the designer should consider the impact on sight distance for all features located in the vicinity of roadway intersections.

### Sidewalk Pavement Design

Sidewalks and roadside pathways should be constructed of a solid, debris-free surface. Regardless of the type of surface chosen, it must be designed to withstand adequate load requirements. Standard depth of pavement should consider site specific soil conditions, and is therefore left to local discretion. Brick and concrete pavers are popular materials for more decorative sidewalks. The use of stylized surfaces is encouraged, however they must be installed properly or they will deteriorate over time.



Typical Residential Area Sidewalk Cross Section

### Sidewalk Width and Setback Guidelines

It is important to note that there are some areas that warrant wider sidewalks than the minimum 5 feet. For example, sidewalks in and around local colleges must accommodate a much higher volume of pedestrians, and therefore warrant additional width. The recommendations below are based upon standards used by pedestrian-friendly communities in the U.S.

By following the recommendations below, McAlester can ensure that basic needs of pedestrians are addressed in developing areas. In existing residential and commercial areas that lack sidewalks, new sidewalk construction (independent

of new development) should occur first in locations that demonstrate the highest need.

Sidewalks on local streets in residential areas: 5' wide sidewalks are recommended on at least one side of the street, with a 3' wide planting strip. The planting strip may need to be slightly wider to accommodate the roots of street trees, if they are included in the design. Sidewalks are not necessary on cul-de-sacs that are less than 500' in total length.

Sidewalks on collector streets in residential and commercial areas: Five foot wide sidewalks are recommended on both sides of the street. Another option is to install a 6' wide sidewalk on just one side of the street (in this case, the sidewalk should be installed on the side that generates the most activity). A 5' wide planting strip is recommended.

Sidewalks on arterial streets in residential and commercial areas: Six foot wide sidewalks are recommended on both sides of the street, with 8' wide planting strips.

Sidewalks on streets within 2000' of schools: Width and setback should be based on the specific roadway type as described above. For all roadway types, however, sidewalks should be installed on both sides of the road, and should include well-marked crosswalks and school crossing signs.

Sidewalks on streets with no curb and gutter: The setback requirements in this section are based on roadway cross sections that include curb and gutter. Sidewalks located immediately adjacent to "ribbon pavement" (pavement with no curb and gutter) are not recommended. However, if no other solution is possible, sidewalks adjacent to ribbon pavement have a much greater setback requirement, depending on roadway conditions. Engineers should consult the AASHTO Policy on Geometric Design of Highways and Streets for more specific guidelines.

Sidewalks in rural areas: In most rural areas, the low volume of pedestrians does not warrant sidewalk construction. In most cases, 4'-6' wide paved shoulders can provide an adequate area for pedestrians to walk on rural roadways, while also serving the needs of bicyclists. Exceptions should be made in areas where isolated developments such as schools, ballparks, or housing communities create more pedestrian use. For example, motorists might regularly park along a rural road to access a nearby ballpark. A sidewalk may be warranted in this circumstance so that pedestrians can walk separately from traffic. Sidewalks in rural areas should be provided at a width based on anticipated or real volume of pedestrians, with 5' being the minimum width.

### **Additional Guideline Sources**

Facility design is a broad topic that covers many issues. This chapter provides guidelines for design development, and is not a substitute for standards. For more in-depth information and design development standards, the following publications should be consulted:

Greenways: A Guide to Planning, Design and Development. Published by Island Press, 1993. Authors: Charles A. Flink and Robert Searns

Trails for the Twenty-First Century. Published by Island Press, 1993. Edited by Karen-Lee Ryan, Rails-to-Trails Conservancy

Guide to the Development of Bicycle Facilities. Updated in 1999 by the American Association of State Highway Transportation Officials (AASHTO). Available from FHWA or AASHTO.

Manual on Uniform Traffic Control Devices (MUTCD). Published by the U. S. Department of Transportation, Washington, DC

Mountain Bike Trails: Techniques for Design, Construction and Maintenance. Published by Bike-Centennial, Missoula, MT

Construction and Maintenance of Horse Trails. Published by Arkansas State Parks

Universal Access to Outdoor Recreation: A Design Guide. Published by PLAE, Inc., Berkeley, CA, 1993

In all cases, the recommended guidelines in this report meet or exceed national standards. Should these national standards be revised in the future and result in discrepancies with this chapter, the national standards should prevail for all design decisions.

## Chapter 5



### Trails Master Plan

#### Introduction

## Description of Proposed Trail System

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This chapter provides descriptions of the 35 specific trails and linkages that have emerged from the City of McAlester Trails Master Plan. These trails and linkages were selected based on their potential to accommodate bicycle and pedestrian facilities, as well as their location as part of the overall trail system. The proposed system which totals 51 miles provides access to many of McAlester's schools, parks, neighborhoods, retail, employment and recreation areas.

A goal established by the citizens at the initial public workshop was to provide a trail within 0.25 miles of every home in an effort to serve most of the residents within McAlester. The Trail Coverage Plan (Map 7) on the following page shows a 0.25 mile buffer around each trail. Ninety Two percent of the population within McAlester will be served by a trail or linkage within 0.25 miles of their home.

#### Proposed Off-road Trails

The City of McAlester Trails Master Plan has identified 16 new proposed off-road trails. These trails would be aligned along roadways with ample right-of-way that would accommodate a bicycle/pedestrian trail, along the edges of creeks within the floodplain, or within existing utility or railroad right-of-way. The trail corridors identified in this plan should be considered the spine of the trail system and should accommodate bicycles, in line skaters, joggers, as well as pedestrians. Additional trails, such as nature trails or trails with alternative surfaces for horseback riding, jogging, or mountain biking, are considered secondary to the overall trail system and may be identified in the future. In addition, feeder trails providing connections to the main trail system or serving a particular destination such as a trail around a park or neighborhood would also be identified in the future. The destinations identified in the following descriptions are located within a quarter of a mile (1,320') of the trails. Corridors are not listed in priority order and are shown graphically on the Trail Route Plan (Map 1) which is located in the executive summary.



Expo Loop Trail

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**1. Expo Loop Trail** is a proposed trail in west McAlester. This trail is a high profile trail because it is the largest loop trail in the City and will be visible from Highway 270 which serves as the main corridor to McAlester. The trail is connected to the City at the Choctaw Linkage and follows State Highway 31 to the west until it reaches Baker Road. At Baker Road, the trail continues to the north until it turns east near Highway 270. Heading east back into the City, the trail passes the Expo Center and the softball complex before closing the loop back at the Choctaw linkage. Destinations served include Expo Center, Softball Complex, old Thunder Creek Golf Course, and the Industrial Park. Within a quarter mile of the trail is Pete Rosso Park and the William Gay Early Childhood School.

**2. HT Trail** is a proposed trail in north McAlester. This trail begins at West Street along the Stonewall Linkage and continues east to the 'A' Street Rail Trail. The trail utilizes the utility easement found in the alley between Harrison Street and Tyler Street. Destinations served include Pete Rosso Park, B & Jefferson Park, and the William Gay Early Childhood School.



'A' Street Rail Trail

**3. 'A' Street Rail Trail** is a proposed trail in north McAlester. This trail starts at the Choctaw Linkage along 'A' street and follows the railroad corridor to the north. After crossing several of the larger linkages in town, the trail intersects Stonewall where the trail crosses the track and continues north to Ashland Avenue where it connects to the 7th Street Linkage. Destinations served include the Farmers Market, McAlester Public Library, B & Jefferson Park, Emerson School, Jeff Lee Park, Ike Hutchinson Park, Mullins Park, Eugene Field School, and Doyle School.

**4. Strong Rail Trail** is a proposed trail in north McAlester that begins in Historic Downtown McAlester. From Downtown, the trail follows the railroad east through residential neighborhoods and connects to the Water Way Trail. Destinations served include Ike Hutchinson Park, Doyle School, North McAlester Cemetery and Historic Downtown.



Water Way Trail

**5. Water Way Trail** is a proposed trail in north McAlester that begins at Strong Rail Trail and heads south along an existing concrete drainage ditch. The trail terminates at the Strong Linkage located at Strong Blvd. just south of College Avenue. Destinations served include Connally Park, Thunderbird Park, Rotary Park, McAlester Regional Health Center, Carl Albert Community Mental Health Center, and Parker Mid High.

**6. Hereford Trail** is a proposed trail in north east McAlester which begins at the intersection of 7th and East Herford Lane and continues east to the George Nigh Expressway. Once at the expressway, the trail continues south Van Burren Avenue. Destinations served include McAlester High School, Doyle School, Smithson Lake, and the North McAlester Cemetery.



Van Buren Trail

**7. Van Buren Trail** is a proposed trail in east McAlester that begins at the end of the Hereford Trail located at the intersection of Van Burren Avenue and the George Nigh Expressway service road. The trail follows Van Buren Avenue west and terminates at the Water Way Trail. Destinations served include McAlester High School, Carl Albert Community Mental Health Center, Smithson Lake, McAlester Regional Health Center, several smaller medical facilities, Rotary Park, and an existing trail system on the grounds of the McAlester Regional Health Center.

**8. PT Trail** is a proposed trail in north McAlester that begins at McAlester High School and follows an existing alley / drainage ditch between Polk Avenue and Tyler Avenue west to the Wade Watts Linkage. Destinations served include McAlester High School, apartment complex at Strong Blvd. and E. Polk Avenue, Smithson Lake, Thunderbird Park, Rotary Park, McAlester Regional Health Center, Carl Albert Community Mental Health Centers, various smaller medical facilities, Emerson School, and Parker Mid High School.

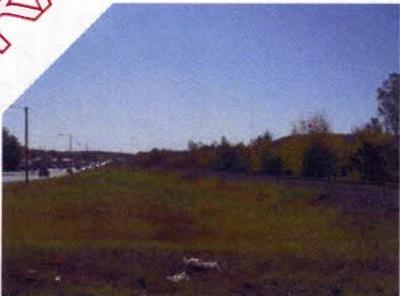


Fitness Trail

**9. Fitness Trail** is a proposed trail that circles the medical facilities just north of the intersection at Van Buren and Strong Blvd. At just over one quarter of a mile in length, the trail would serve as a great lunch break exercise facility. Destinations served include primarily the medical facilities.

**10. MJ Trail** is a proposed trail in central McAlester that begins at the Water Way Trail just east of Rotary Park. The trail heads west through an existing alley between Jackson Avenue and Monroe Avenue. The trail intersects the Cross Town Linkage providing for easy travel to many parts of the City. At 1st Street, the trail turns south to Monroe Avenue and continues west through a controlled intersection and finally terminating into the 'A' Street Rail Trail. Destinations served include Rotary Park, McAlester Regional Health Center, Carl Albert Community Mental Health Centers, Emerson School, McAlester Public Library, and access to Main Street and businesses found in the area.

**11. Elm Trail** is a proposed trail in southwest McAlester which begins at the Ottawa Linkage just west of the existing railroad tracks. The trail travels south along the railroad until it connects to the Chaney Park Trail. Destinations served include Chaney Park, Chadick Park, the Main Street corridor, and Jefferson School.



Elm Trail

**12. Chaney Park Trail** is a proposed trail in central McAlester which begins near the southern portion of Chaney Park on Seneca Street. The trail meanders along a creek located

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*Chaney Park Trail*

in the 100 year flood plain. As the trail reaches V. Hubert Smith Drive, the trail connects to South Linkage. Destinations served include Chaney Park and the Main Street corridor.

**13. Creek Trail** is a proposed trail in south McAlester that begins at the end of the 3rd Street Linkage and continues south along an existing drainage ditch. Once the trail intersects Oklahoma Avenue, the trail continues to the south between commercial and residential development. Just south of Swallow Drive, the trail meanders through a densely vegetated and undeveloped portion of land until it intersects a section line and diverts to the east and continues to Hardy Springs Road where it terminates into Frontage Linkage. Destinations served includes businesses along Main Street, residential developments, hotels, and the Choctaw Nation Health Center.



*Belmont rail*

**14. Belmont Trail** is a proposed trail in south McAlester that starts at Will Rogers Park where there is an existing pedestrian bridge connecting to the pedestrian trail. The bridge currently dead ends at Illinois Avenue The Belmont Trail continues south from the bride along an existing creek and connects to McArthur Lane. Destinations served includes Will Rogers Park, Will Rogers School, Puterbaugh Middle School, and Puterbaugh Park.

**15. City Limits Trail** is a proposed trail in south McAlester that begins at the George Nigh Expressway service road just east of Hardy Springs Road. Just east of Cinema 69 Movie Theater is a heavily wooded area that will serve as the trail head. The trail meanders south to the City Limits line and follow a utility easement / section line to the east until it reaches S. Peaceable Road. The trail then turns to the north and continues along S. Peaceable Road. Approximately .76 miles to the north, the trail diverts from the road and continues along a drainage ditch within the 100 year flood plain. Once the trail reaches Village Blvd., the trail terminates into the Frontage Linkage and continues north as the Retail Trail. Destinations served includes Haile Cemetery, Great Balls of Fire, and retail found along George Nigh Expressway.

**16. Retail Trail** is a proposed trail in east McAlester located behind the retail shopping found along the George Nigh Expressway. The trail follows an existing creek and utility easement that located within the 100 flood plain. Destinations served include a large variety of retail centers, restaurants, home centers, auto centers, hotels, and the Kiamichi Technology Center.

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## Proposed On-Road Linkages

Nineteen on-road bike linkages have been identified. These corridors have the potential to be converted to accommodate on-road bike facilities. These corridors also contain room within the rights-of-way for the addition or improvement of sidewalks. The access to important destinations that these links provide will help tie the City of McAlester Trails Master Plan together into a complete system. The destinations identified in the following descriptions are located within a quarter of a mile (1,320') of the linkages.

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**17. Choctaw Linkage** is a proposed linkage located in central McAlester. The link begins at the intersection of N. West Street and W. Choctaw Avenue. The Choctaw Linkage then travels east along W. Choctaw Avenue until 'A' Street. Once at 'A' Street, the linkage turns south until it reaches W. Cherokee Avenue. Once on W. Cherokee Avenue, the linkage travels east to Main Street where it turns north. The linkage then travels north on Main Street until it reaches the Washington Linkage on Washington Avenue. Destinations served include McAlester Public Library, B & Jefferson Park, Komar Park, restaurants and retail along Main Street, Farmers Market, and portions of the Downtown area.



Washington Linkage

**18. Washington Linkage** is a proposed linkage located in central / north McAlester. The linkage begins at the intersection of West Street and Madison and travels east to 'F' Street. The linkage then travels south on 'F' Street to Adams Avenue, turns east on Adams Avenue and continues east to 'B' Street. Once at 'B' Street, the linkage turns south to Washington Avenue and travels east through town until it runs under Highway 270 and terminates in the retail shopping center. Destinations served include Pete Rosso Park, William Gay Early Childhood, B & Jefferson Park, McAlester Public Library, Oak Hill Cemetery, Calvary Cemetery, Michael J. Hunter Park, L'Ouverture School, Kiamichi Technology Center, Downtown corridor, and the Tandy Town Shopping Center.



Stonewall Linkage

**19. Stonewall Linkage** is a proposed linkage located in north western McAlester. The link begins at the intersection of West Street and Madison where the Washington Linkage begins. The linkage travels north to Stonewall and diverts east until it reaches Main Street. Once across Main Street, the linkage turns north to Smith Street and continues east to 7th Avenue where it ends. Destinations served include Pete Rosso Park, Mullins Park, Ike Hutchinson Park, William Gay Early Childhood, Eugene Field School, Doyle School, North McAlester Cemetery, and Historic Downtown McAlester.

**20. Electric Linkage** is a proposed linkage located in north McAlester. The linkage begins at the intersection of West Street and West Electric Avenue and travels east crossing the 'A' Street Linkage, 'A' Street Trail, Water Way Trail, and ends at Strong Blvd. Destinations served include Main Street corridor, Jeff Lee Park, Connally Park, Thunderbird Park, and Parker Mid High School.



'A' Street N. Linkage

**21. 'A' Street N. Linkage** is a proposed linkage located in north McAlester. The linkage begins at the intersection of West Electric Avenue and 'A' Street and travels north to Ashley Street. The linkage intersects the Stonewall Linkage at Stonewall and 'A' Street. Destinations served include Eugene Field School and Mullins Park.

**22. Lost Linkage** is a proposed linkage located in east McAlester. The linkage begins at the intersection of Krebs Drive and Main Street and continues south till it reaches the linkages terminus at the Strong Rail Trail. The linkage is a connection between the Stonewall Linkage and the Strong Rail Trail. Destinations served include portions of the Main Street Corridor and Ike Hutchinson Park.



7th Street Linkage

**23. 7th Street Linkage** is a proposed linkage located in north McAlester. The linkage begins at the corner of Ash Avenue and Main Street and continues east to 7th Street. Once at 7th Street, the linkage travels south to East Electric Avenue. The linkages serves as a connection from the 'A' Street Rail Trail to the Hereford Trial and the Strong Rail Trail. The linkage also connects to Electric Linkage and Stonewall Linkage. Destinations served include Ike Huthison Park, Doyle School, and North McAlester Cemetery.

**24. Cross Town Linkage** is a proposed linkage located in central McAlester. The linkage begins along the Electric Linkage at the intersection of East Electric Avenue and 5th Street and travels south to Seminole Avenue. The linkage connects to the PT Trail terminus, intersects the MJ Trail, intersects the Washington Linkage, and intersects the Wade Watts Linkage. Destinations served include Jeff Lee Park, Rotary Park, Chadick Park, Washington School, and portions of the downtown district.



Strong Linkage

**25. Strong Linkage** is a proposed linkage located in east McAlester that begins along the Electric Linkage at the intersection of East Electric Avenue and Strong Blvd. The linkage travels south through the City to South Avenue. The Strong Linkage intersects PT Trail, Van Buren Trail, Washington Linkage, Wade Watts Linkage, and terminates on South Linkage at the intersection of Strong Blvd. and South Avenue. The Water Way Trail connects to the linkage just south of E. Hidden Valley Drive. Destinations served include Conally Park, McAlester Regional Health Center, Carl Albert Community Health Center, McAlester High School, Will Rogers Park, Will Rogers School, Puterbaugh Middle School, Puterbaugh Park, Michael J. Hunter Park, Thunderbird Park, Rotary Park, and portions of the downtown district.

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Hunter Park Linkage

**26. Hunter Park Linkage** is a proposed linkage located in central McAlester. The linkage follows 14th Street making a connection between the Washington Linkage and the Wade Watts Linkage. Destinations served include Oak Hill Cemetery, Calvary Cemetery, Kiamichi Technology Center, and L'Ouverture School.

**27. Wade Watts Linkage** is a proposed linkage located in central McAlester that begins at the intersection of Main Street and Cherokee Avenue. As the Cherokee Linkage heads north from this intersection, the Wade Watts linkage extends south to Wade Watts and continues east to the George Nigh Expressway. The linkage intersects the Cross Town Linkage, Strong Linkage, and connects to the Hunter Park Linkage and South Linkage. Destinations served include Farmers Market, Chadick Park, Michael J. Hunter Park, Main Street corridor, majority of downtown, Kiamichi Technology Center, L'Ouverture School, and the Tandy Town Shopping Center.



'A' Street S. Linkage

**28. 'A' Street S. Linkage** is a proposed linkage located in east central McAlester. The linkage begins along the Choctaw Linkage at the intersection of 'A' Street and Cherokee. The linkage extends south along "A" Street until it reaches the intersection of Creek Avenue and 'A' Street where it connects to the Chaney Park Trail. Two smaller linkages connect to the 'A' Street S. Linkage, Comanche Linkage and Ottawa Linkage. Destinations served include Jefferson School, Farmers Market, Main Street corridor, Komar Park, and Chaney Park.

**29. Comanche Linkage** is a proposed linkage in east central McAlester that begins off of 'A' Street Linkage at the intersection of 'A' Street and Comanche and terminates at the intersection of 'D' Street and Comanche Avenue. Destinations served include Jefferson School and Komar Park.



Ottawa Linkage

**30. Ottawa Linkage** is a proposed linkage in east central McAlester that begins off of 'A' Street S. Linkage at the intersection of 'A' Street and Ottawa. The linkage travels east to 2nd Street and continues north to Comanche, heads east again to 3rd Street where the trail terminates at the 3rd Street Linkage which also connects to the Elm Trail. Destinations served include Komar Park, Chadick Park, Washigton School, and the Main Street corridor.

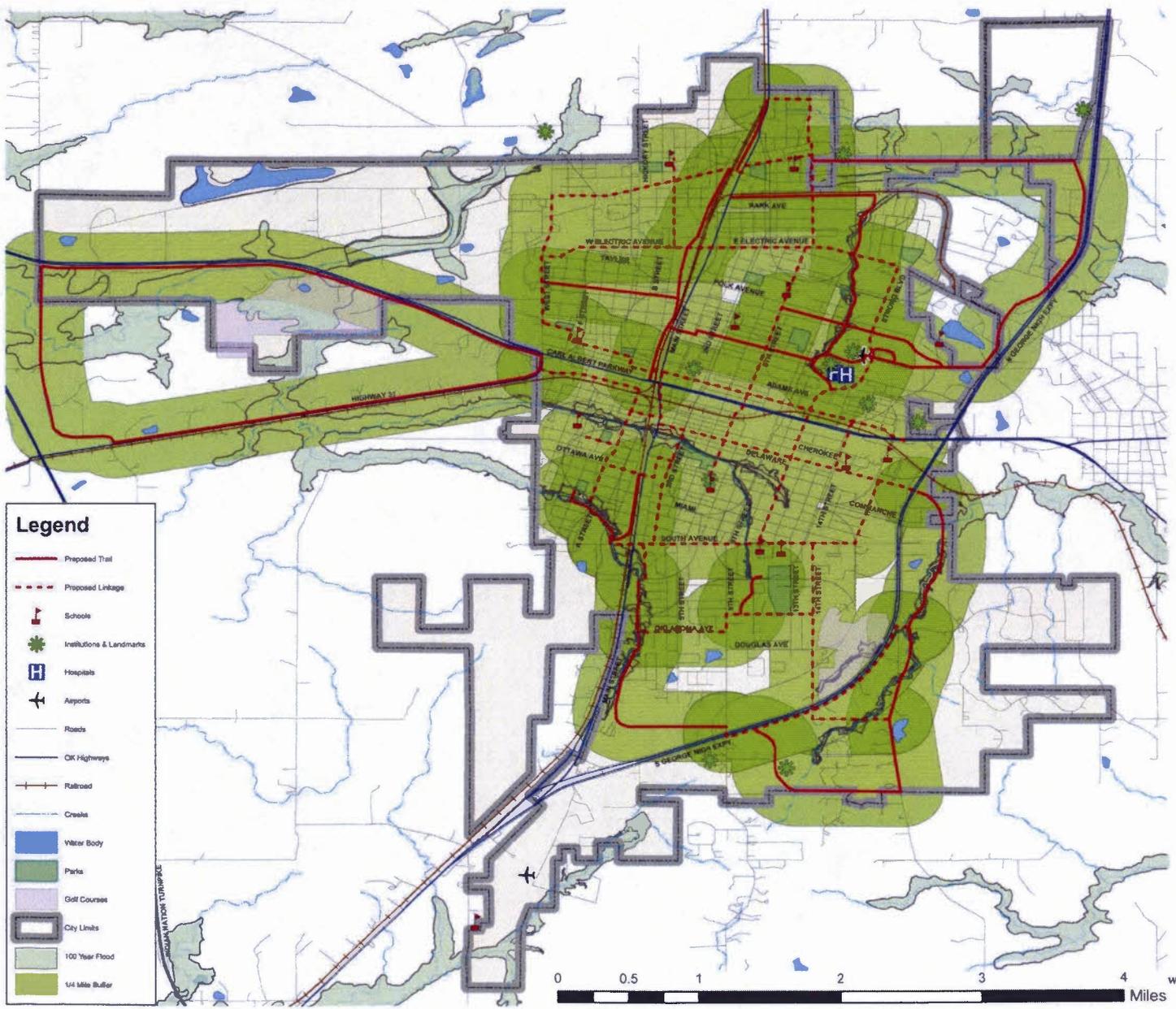
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# McAlester Trails Master Plan

Prepared for the  
City of McAlester, Oklahoma

April, 2012

## Coverage Plan



ID	NAME	LENGTH
1	EXPO LOOP TRAIL	7.25
2	HT TRAIL	0.76
3	"A" STREET RAIL TRAIL	2.22
4	STRONG RAIL TRAIL	0.87
5	WATER WAY TRAIL	1.69
6	HERFORD TRAIL	3.23
7	VAN BUREN TRAIL	1.09
8	PT TRAIL	1.32
9	FIYNESS TRAIL	0.28
10	MJ TRAIL	0.92
11	ELM TRAIL	0.56
12	CHANEY PARK TRAIL	0.59
13	CREEK TRAIL	1.66
14	BELMONT TRAIL	0.31
15	CITY LIMIT TRAIL	2.44
16	RETAIL TRAIL	1.14
<b>TOTAL TRAIL LENGTH (MILES)</b>		<b>26.33</b>
17	CHOCTAW LINKAGE	1.25
18	WASHINGTON LINKAGE	2.38
19	STONEWALL LINKAGE	2.60
20	ELECTRIC LINKAGE	2.11
21	"A" STREET N. LINKAGE	0.68
22	LOST LINKAGE	0.17
23	7TH STREET LINKAGE	1.34
24	CROSS TOWN LINKAGE	1.77
25	STRONG LINKAGE	2.27
26	HUNTER PARK LINKAGE	0.36
27	WADE WATT'S LINKAGE	1.69
28	"A" STREET S. LINKAGE	0.72
29	COMANCHE LINKAGE	0.22
30	OTTOWA LINKAGE	0.52
31	3RD STREET LINKAGE	0.84
32	SOUTH LINKAGE	1.90
33	14TH STREET LINKAGE	1.72
34	OKLAHOMA LINKAGE	1.15
35	FRONTAGE LINKAGE	1.61
<b>TOTAL LINKAGE LENGTH (MILES)</b>		<b>24.94</b>
<b>TOTAL SYSTEM LENGTH (MILES)</b>		<b>51.27</b>





3rd Street Linkage

**31. 3rd Street Linkage** is a proposed linkage in south central McAlester. The linkage begins along the Wade Watts Linkage at the intersection of Wade Watts and 3rd Street and continues south to South Avenue. Once at South Avenue, the linkage jogs to the west and then south on Red Bud Lane. Once on Red Bud Lane, the linkage turns south on Pineywood Drive and continues to a drainage ditch that terminates the Linkage. The termination point is also the trail head for Creek Trail. The linkage connects with the Ottawa Linkage and the South Street Linkage. Destinations served include Chadick Park and the Main Street corridor.

**32. South Linkage** is a proposed linkage in south central McAlester. The linkage begins at the terminus of the Chaney Park Tail along V. Hubert Smith Drive and continues east to 17th Street. At the intersection of 17th Street and South Avenue, the linkage turns north and continues on until it reaches Wade Watts. The linkage intersects 3rd Street Linkage, connects to Strong linkage, 14th Street Linkage, and Wade Watts Linkage. Destinations served include Main Street corridor, Puterbaugh Park, Puterbaugh Middle School, Will Rogers School, Will Rogers Park, Kiamichi Technology Center, Michael J. Hunter Park, and L'Ouverure School.



14th Street Linkage

**33. 14th Street Linkage** is a proposed linkage in south McAlester. The linkage begins along the South Linkage at the intersection of 14th Street and South Avenue. and continues south across the George Nigh Expressway to Tanglewood Drive. Once on Tanglewood Drive, the linkage turns east and continues to Peaceable Road where it terminates at the City Limit Trail. The linkage intersects Frontage Linkage and connects to the Oklahoma Linkage. Destinations served include Will Rogers School, Will Rogers Park, Puterbaugh Middle School, and the McAlester Country Club.

**34. Oklahoma Linkage** is a proposed linkage in south McAlester. The linkage begins at the intersection of Oklahoma Avenue and 3rd Street and travels east to 9th street. From the intersection of 9th and McArthur Lane, the linkage travels east to 14th Street where it terminates. The Linkage connects to the 14th Street Linkage, Belmont Trail, and Creek Trail. Destinations served include Will Rogers Park, Will Rogers School, and Puterbaugh School.



Frontage Linkage

**35. Frontage Linkage** is a proposed linkage in south McAlester. The linkage begins at the terminus of the Creek Trail located along Hardy Springs Road. The linkage runs south to the George Nigh Expressway service road then heads northeast to Village Blvd. where it connects to City Limit Trail and Retail Trail. The linkage intersects 14th Street Linkage. Destinations served include McAlester Country Club, Haile Cemetery, and Great Balls of Fire.

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## Chapter 6



Trails Master Plan

### Introduction

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### Federal Public Funding Sources

## Funding Sources

The most successful method of funding trails is to combine private sector funds with funds from local, state and federal sources. Many communities involved with trail implementation will seek to leverage local money with outside funding sources to increase resources available for trail acquisition and development. To implement trails in McAlester, local advocates and government staff should pursue a variety of funding sources. Funding for specific trails may involve a variety of sources. Local governments and project sponsors should review available sources to determine the best funding for specific projects based on funding availability, application deadlines, and probability of success. The funding sources listed in this chapter represent some of the trail funding opportunities that have typically been pursued by other communities.

Funding sources for bicycle and pedestrian facilities and programs can be found at all levels of government as well as in the private sector. Prior to the 1990's only a few million dollars a year of federal funds were being invested in bicycle or pedestrian facilities. Starting with the passage of ISTEA (the Intermodal Surface Transportation Efficiency Act) in 1992, hundreds of millions of dollars are now being spent annually on bicycle, pedestrian and trail facility development. Millions more are spent regularly on planning, safety and promotion programs.

Several federal programs offer financial aid for projects that aim to improve community infrastructure, transportation, housing, and recreation programs. Some of the federal programs that can be used to fund trails in McAlester include:

#### Transportation Equity Act for the 21st Century (TEA21)

The primary source of federal funding for trails is through the Transportation Equity Act of 1998 (TEA21), formerly the Intermodal Surface Transportation Efficiency Act (ISTEA). ISTEA provided millions of dollars in funding for bicycle and pedestrian transportation projects across the country and will provide millions more as TEA21.

There are many sections of TEA21 that support the development of bicycle and pedestrian transportation corridors. The Oklahoma Department of Transportation (ODOT) can utilize funding from many of these subsets of TEA21. Those sections that apply to the creation of trails and greenways include:

### **Surface Transportation Program (STP) funds**

These funds can be used for bicycle and pedestrian facility construction or non-construction projects such as brochures, public service announcements, and route maps. The projects must be related to bicycle and pedestrian transportation and must be part of the Long Range Transportation Plan.

Two primary subsets of these funds are Statewide STP funds and the Urbanized Area STP funds. ODOT is responsible for programming the Statewide STP funds which total approximately \$70 million a year. ODOT programs most of these funds for the state highway system. Additionally, TEA21 expanded the use of STP Safety set-aside funds to include bicycle improvements. Hazard Elimination (part of this set-aside) funds can also now be used for pedestrian and bicyclist public pathways and trails and facilities.

### **National Highway System (NHS)**

A state may spend NHS funds on "construction of bicycle transportation facilities on land adjacent to any highway on the National Highway System (other than the Interstate System)". Oklahoma receives approximately \$65-\$70 million per year for the NHS program. Two types of projects are covered by this source. First, trail facilities can be constructed as an incidental part of a larger NHS project, such as the trail facilities built along I-70 in Colorado. These facilities are constructed at the same time as the larger project. Second, facilities that are constructed adjacent to an NHS route, but are built as an independent project, are also eligible.

### **Transportation Enhancements Program**

Ten percent of Oklahoma's annual STP funds (approximately \$10-\$12 million per year) are available for Transportation Enhancements, which include projects such as trails, greenways, sidewalks, signage, bikeways, safety education and wildlife undercrossings. A portion of these funds are available to all cities and counties in the State of Oklahoma. There are several key requirements that projects must meet in order to receive these funds:

1. Approval of MPO is required for projects located within their transportation planning area.
2. Funds require a 20% cash match. Other federal funds can be used for the match in some circumstances. In-kind services and donated properties are not eligible as matches.
3. Professional design and planning fees are eligible for Enhancement funding, but cannot be used as a match.
4. The sponsor is responsible for preparing construction documents and bid documents. The sponsor will also be responsible for environmental clearances, bidding the project, and construction inspections in accordance with FHWA guidelines.
5. Land acquisition, if any, must be in accordance with federal requirements (sponsoring agencies are required to follow certain procedures in acquiring lands, and must follow these procedures if they intend to apply for Enhancement funds).
6. Application deadlines are set periodically by ODOT. ODOT has set a application deadline of January in odd numbered years.

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These requirements reflect TEA21 legislation and draft rules prepared by ODOT. For more information, contact Richard Buchanan, the Special Projects Branch Manager at the Department of Transportation, at (405) 521-2454 .

#### **National Recreational Trails Fund Act (NRTFA)**

A component of ISTEA and TEA21, the NRTFA is a funding source to assist with the development of non-motorized and motorized trails. The Act uses funds paid into the Highway Trust Fund from fees on non-highway recreation fuel used by off-road vehicles and camping equipment. This money can be spent on the acquisition of easements and fee simple title to property, trail development, construction and maintenance.

Through state agencies, "Symms Act" grants are available to private and public sector organizations. NRTFA projects are 80 percent federally funded, and grant recipients must provide a 20 percent match. Federal agency project sponsors or other federal programs may provide additional federal share up to 95 percent. Local matches can be in the form of donations of services, materials or land. Projects funded must be consistent with the Statewide Comprehensive Outdoor Recreation Plan. (See Oklahoma Recreational Trails Fund Program under "state funding sources" later in the chapter.)

#### **Safe, Accountable, Flexible, Efficient Transportation Equity Act (SAFETEA-LU)**

On August 10, 2005, President George W. Bush signed into law the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU). With guaranteed funding for highways, highway safety, and public transportation totaling \$244.1 billion, SAFETEA-LU represents the largest surface transportation investment in our Nation's history.

SAFETEA-LU addresses the many challenges facing our transportation system today – challenges such as improving safety, reducing traffic congestion, improving efficiency in freight movement, increasing intermodal connectivity, and protecting the environment – as well as laying the groundwork for addressing future challenges. SAFETEA-LU promotes more efficient and effective Federal surface transportation programs by focusing on transportation issues of national significance, while giving State and local transportation decision makers more flexibility for solving transportation problems in their communities.

#### **Congestion Mitigation and Air Quality Improvement Program (CMAQ)**

The CMAQ program was created to reduce traffic congestion and improve air quality. Funds are available to communities designated as "non-attainment" areas for air quality, meaning the air is more polluted than federal standards allow. Funds are also available to "maintenance" areas, former non-attainment areas that are now in compliance. Funds are distributed to states based on population and the severity of air quality problems. A 20 percent local match is required. ODOT currently receives \$10-\$11 million per year of CMAQ funds from the Federal Highway Administration. Last year (2011) Oklahoma received \$10,534,074 in funds from the Federal Highway Administration.

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### **Community Development Block Grant Program**

The Community Development Block Grant (CDBG) program enables rural Oklahoma communities to finance a variety of public infrastructure and economic improvements and helps promote job growth as a result of these improvements. CDBG funds are provided by the federal government and managed by the Oklahoma Department of Commerce to help ensure Oklahoma's most critical needs are addressed.

Each year, the U.S. Department of Housing and Urban Development (HUD) provides to Commerce about \$17 million in CDBG funds that finance economic and infrastructure programs for rural Oklahoma communities in the form of grants.

In 2009, Commerce awarded funding for 150 new projects in rural Oklahoma totaling \$14.16 million. Thousands of projects in hundreds of communities across the state have been funded and completed since the state began administering the program in 1982.

### **Land and Water Conservation Fund (LWCF) Grants**

This federal funding source was established in 1965 to provide park and recreation opportunities to residents throughout the United States. Money for the fund comes from the sale or lease of nonrenewable resources, primarily federal offshore oil and gas leases and surplus federal land sales. Since the origin of the program in 1965, over \$3.7 billion has been apportioned. More than 40,000 projects have been approved to assist state and local efforts to acquire land and develop facilities for public outdoor recreation purposes. The federal investment has been matched by state and local contributions for a total LWCF grant investment of over \$7.4 billion.

LWCF funds are used by federal agencies to acquire additions to National Parks, Forests, and Wildlife Refuges. In the past, Congress has also appropriated LWCF moneys for so-called "state-side" projects. These "state-side" LWCF grants can be used by communities to acquire and build a variety of park and recreation facilities, including trails and greenways.

"State-side" LWCF funds are annually distributed by the National Park Service through the Oklahoma State Tourism and Recreation Department. Communities must match LWCF grants with 50 percent of the local project costs through in-kind services or cash. All projects funded by LWCF grants must be used exclusively for recreation purposes, in perpetuity. Funding for this program has not been available for several years, although funds could be allocated in the future.

### **Watershed Protection and Flood Prevention (Small Watersheds) Grants**

The USDA Natural Resource Conservation Service (NRCS) provides funding to state and local agencies or nonprofit organizations authorized to carry out, maintain and operate watershed improvements involving less than 250,000 acres. The NRCS provides financial and technical assistance to eligible projects to improve watershed protection, flood prevention, sedimentation control, public water-based fish and wildlife enhancements, and recreation planning. The NRCS requires a 50 percent local match for public recreation, and fish and wildlife projects.

Telephone: (202) 720-3534

<http://www.nrcs.usda.gov>

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### Urban and Community Forestry Assistance Program

The USDA provides small grants of up to \$10,000 to communities for the purchase of trees to plant along city streets and for trails and parks. To qualify for this program, a community must pledge to develop a street tree inventory; a municipal tree ordinance; a tree commission, committee or department; and an urban forestry-management plan.

Contact Mark Bayes at (405) 521-3864 for more information.

### State Public Funding Sources

The State of Oklahoma has two primary sources of trail funding. Both the TEA21 and Recreational Trails Fund Program are funded through federal initiatives, but distributed by the State of Oklahoma.

Oklahoma Department of Transportation

See TEA21 text above.

Oklahoma Recreational Trails Fund Program

The Oklahoma Recreational Trails Fund Program was created to expand moneys funded by the National Recreational Trails Fund Act (NRTFA). This act was part of TEA21 (see above text).

The NRTFA is a state administered federal aid program managed through the Federal Highway Administration in consultation with the Department of the Interior. Half of the funds available to states are allocated equally among eligible states. The other half of the funds are allocated in proportion to the amount of non-highway recreational fuel use in each eligible state. The state can grant these funds (approximately \$500,000 per year) to both private and public sector organizations. In Oklahoma, NRTFA projects are 80 percent federally funded, and grant recipients must provide a 20 percent match. Projects funded must be consistent with the Statewide Comprehensive Outdoor Recreation Plan (SCORP). Interested parties should contact Susan Henry with the Oklahoma State Tourism and Recreation Department at (405) 230-8490 or email Susan at [shenry@oklahomaparks.com](mailto:shenry@oklahomaparks.com).

Oil Revenues

In the past, oil royalties and the stripper well oil overcharge refund have been used for development of the Avery Drive bike lanes in the Tulsa Metro Area. This could be another valuable source of funding for trails, although funding is limited. It is administered through the Oklahoma Department of Commerce.

### Local Sources of Public Funding

Many local governments have obtained funding for trail projects through local initiatives. Public support for projects is essential to the success of local public funding sources. Therefore, information on the benefits of a proposed trail system should be distributed prior to implementing such initiatives.

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### Local Sales Taxes

In the past, local sales taxes have been a successful means of raising funds for a variety of capital improvement projects in cities across the state. In the City of Tulsa, every five years, voters decide whether to renew the 3rd penny sales tax which generates more than \$60 million per year. In 2006, Tulsa voters approved the most recent sales tax extension, which included \$2.4 million for trail development to the year 2010. Other cities in Oklahoma have implemented similar programs.

San Diego County residents voted to impose a ½-cent sales tax for transportation purposes. Out of those funds (\$171 million in year 2000), \$1 million is set aside for bicycle projects. The tax is administered by the San Diego Association of Governments and was scheduled to expire in 2008.

### Impact Fees

Impact fees are monetary onetime charges levied by a local government on new development. Unlike required dedications, impact fees can be applied to finance greenway facilities located outside the boundary of development. The purpose of impact fees is not to raise general revenue, but to ensure that adequate capital facilities will be provided to serve and protect the public. They can be levied through the subdivision or building permit process. Impact fees are used sparingly in the Oklahoma at present.

### Bond Referendums

The City of Tulsa and other communities have successfully placed propositions on local ballots to support trail development. In 1989, \$600,000 of G. O. bond funds were issued and used as a match for ISTEA funds. This resulted in more than \$2.5 million for the design and construction of trails in Tulsa. The Charlotte-Mecklenburg County, NC, area passed four consecutive referendums that generated more than \$3 million for greenways. Guilford County, NC also passed a referendum that appropriated \$1.6 million for development of the Bicentennial Trail. Since bond funding relies on the support of the voting population, an aggressive education and awareness program will need to be implemented prior to any referendum vote.

The City of Albuquerque, New Mexico, and Bernalillo County, both have a 5% set-aside of street bond funds, which go to trails and bikeways. For the City, this has amounted to approximately \$1.2 million every two years for these facilities. The City voters last year passed a ¼ cent gross receipts tax for transportation, which includes approximately \$1 million per year for the next ten years for trail development. In addition, many of the on-street facilities are being developed as a part of other road projects and are incorporating the bike facilities in the roadway budget for new roads, or when a resurfacing project is planned.

### Local Capital Improvements Program

Some local governments have initiated a yearly appropriation for greenway and trail development in the capital improvements program. In Raleigh, NC, greenways continue to be built and maintained, year after year, due to a dedicated source of annual funding, that has ranged from \$100,000 to \$500,000, administered through the Parks and Recreation Department.

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## Local Private Funding Sources

Many communities have solicited trail funding from a variety of private sources, including corporations and other conservation-minded benefactors. As a general rule, local businesses and individuals will have a greater interest in and will be more likely to fund local projects. These local sources should be approached first, before seeking funds outside the community.

### Local Businesses

Local industries and private businesses may agree to provide support for development of trails in McAlester through:

- donations of cash for a specific trail segment or trail head which will lead to a specific local business/mall
- donations of services by corporations to reduce the cost of trail implementation, including equipment and labor to construct and install elements of a trail
- reductions in the cost of materials purchased from local businesses which support trail implementation and can supply essential products for facility development

This method of raising funds requires a great deal of staff coordination. One example of a successful endeavor of this type is the Swift Creek Recycled Greenway in Cary, NC. A total of \$40,000 in donated construction materials and labor made this trail an award-winning demonstration project. (Some materials used in the "recycled trail" were considered waste materials by local industries!)

Also, local businesses should keep in mind that trails do mean sales. A study done in Manayunk, PA estimated that the trail impact in Manayunk generates business revenue in excess of \$2.5 million dollars annually. This represents an average of \$15.05 per trail user within the 73.4% spending range, or an average of \$10.30 per trail user.

### Trail Sponsors

A sponsorship program for trail amenities allows for smaller donations to be received both from individuals and businesses. The program must be well planned and organized, with design standards and associated costs established for each amenity. Project elements which may be funded can include wayside exhibits, benches, trash receptacles, entry signage, and picnic areas. Usually, plaques recognizing the individual contributors are placed on the constructed amenities or at a prominent entry point to the trail.

### Volunteer Work

Community volunteers may help with trail construction, as well as fundraising. Potential sources of volunteer labor in McAlester could include high school or college students, user groups (running, walking and cycling clubs), local historical groups, neighborhood associations, local churches, conservation groups, school groups, local civic clubs such as Kiwanis, Rotary and Lions Clubs, and United Way Day of Caring.

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A good example of a volunteer greenway program is Cheyenne, Wyoming, which generated an impressive amount of community support and volunteer work. The program has the unusual problem of having to insist that volunteers wait to begin landscaping trails until construction is completed. A manual for greenway volunteers was developed in 1994 to guide and regulate volunteer work. The manual includes a description of appropriate volunteer efforts, request forms, waiver and release forms, and a completion form (volunteers are asked to summarize their accomplishments). Written guidelines are also provided for volunteer work in 100 year floodplains.

To better organize volunteer activity, Cheyenne developed an "Adopt-a-Spot" program. Participants who adopt a segment of trail are responsible for periodic trash pick-up, but can also install landscaping, prune trail-side vegetation, develop wildlife enhancement projects, and install site amenities. All improvements must be consistent with the Greenway Development Plan and must be approved by the local Greenway Coordinator. Adopt-a-Spot volunteers are allowed to display their names on a small sign along the adopted section of trail.

#### **"Buy-a-Foot" Programs**

"Buy-a-Foot" programs have been successful in raising funds and awareness for trail projects across the country. Under local initiatives, citizens are encouraged to purchase one linear foot of the trail by donating the cost of construction. An excellent example of a successful endeavor is the High Point Greenway "Buy-a-Foot" campaign, in which linear greenway "feet" were sold at a cost of \$25 per foot. Those who donated were given a greenway T-shirt and a certificate. This project provided an estimated \$5,000 in funds.

### **Local Foundations**

Communities can leverage public and other private dollars with grants from local foundations. The following is a listing of foundations located in the McAlester area and/or Oklahoma which have the potential to fund trail projects.

#### **Kerr Foundation**

The Kerr Foundation is a private foundation that funds programs, organizations and institutions which provide new or enhanced opportunity to all Oklahoma residents, particularly the young, in the areas of education, health, cultural development and community service. Preference is given to organizations and institutions that have a beneficial impact on the economic, social and cultural growth and development of Oklahoma. One-year grants of up to \$3,500 and two to three-year grants of up to \$7,500 are awarded. Normally, the organization or institution approved for a grant must raise or secure 100% matching funds within one year of the approval date. Applications are accepted year-round. For more information, contact Alan Ware, Director of the Kerr Center, at (918) 647-9123.

#### **Sarkeys Foundation**

The Sarkeys Foundation is a private, charitable foundation that provides support to non-profit organizations and institutions in the State of Oklahoma. During 1995, the Foundation awarded \$500,000 to projects and programs related to conservation and the environment.

Grant proposals are considered at the April and October meetings of the Board of Trustees. For more information, contact Janice White at (405) 364-3703.

#### **Samuel Roberts Noble Foundation, Inc.**

This Foundation is based in Ardmore, Oklahoma, and is rated as one of the largest private, charitable foundations in the country. Although the Foundation's main focus is on research, grants are made when additional funds are available. Grant proposals from tax-exempt organizations in the state of Oklahoma are accepted. In the past, funds have been awarded in the areas of quality of life, community affairs and public affairs. For more information, contact Marykate Wilson, Grants Manager, at (580) 223-5810 ext. 6246.

#### **The Tree Bank Foundation of Oklahoma**

This Foundation is dedicated to improving the quality of life in Oklahoma through tree planting and proper maintenance. The foundation facilitates the planting of trees on the grounds of non-profit groups and on public land by providing large trees (five to ten feet tall) at low cost. To date, more than 40,000 trees have been distributed to cities and towns across Oklahoma through the Foundation. For more information, contact the Tree Bank Foundation at 16301 N Rockwell Ave, Edmond, OK or call (405) 330-4701.

#### **Zink Foundation**

This foundation awards grants to nonprofit organizations located primarily in the Tulsa area. Grants range from \$50,000 to \$100,000 in the areas of arts, education and community services. No formal application form is required. Requests should be made in written or verbal form. Contact Tamera Sheaffer at (918)-286-0244 for more information.

#### **Bank of Oklahoma Foundation**

This foundation supports 501(c)(3) organizations, with an emphasis on health and human services, education, culture and the arts, and civic and community needs. No specific application form is required, however, written requests are necessary. The deadline for requests is September. Contact (918) 518-6831 for more information.

### **National Foundations**

In addition to local foundations, national foundations can also be approached for trail funding assistance. Three of these are listed below.

#### **American Greenways DuPont Awards**

The Conservation Fund's American Greenways Program has teamed with the DuPont Corporation and the National Geographic Society to award small grants (\$250 to \$2,000) to stimulate the planning, design and development of greenways. These grants can be used for activities such as mapping, conducting ecological assessments, surveying land, holding conferences, developing brochures, producing interpretive displays, incorporating land trusts, building trails, and other creative projects. Grants cannot be used for academic

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research, institutional support, lobbying or political activities. For more information, contact the Conservation Fund at (703) 525-6300.

#### **Trust for Public Land**

The Trust for Public Land is a nonprofit organization that works nationwide to conserve land for people. Founded in 1972, TPL specializes in conservation real estate, applying its expertise in negotiations, finance, and law to protect land for public use. Usually TPL steps in to negotiate the purchase of real estate and holds the land until a public agency can acquire it. Working this way, TPL has helped to protect more than 1,400 special places nationwide for parks, greenways, recreation areas, historic landmarks, forests, watersheds, and wilderness. Contact Trust for Public Land in Tulsa at (918) 587-2190 for more information.

#### **National Trails Day**

One of the best days to hold your largest fundraising event is on National Trails Day, held on the first Saturday of June each year. This event builds awareness about trails and trail systems throughout the U.S. The American Hiking Society is the national sponsor. By participating, your local community event gains added profile as part of a coordinated national movement/effort. For more information on National Trails Day, contact the American Hiking Society at 1422 Fenwick Lane, Silver Spring, MD 20910 or call (301) 565-6704, ext. 204. You can also visit their website at [www.americanhiking.org](http://www.americanhiking.org). You can also contact the Hudson River Valley Greenway Trails Director at (518) 473-3835 or (800) TRAIL 92.

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## Chapter 7



### Trails Master Plan

#### Overview

## Implementation Plan

The McAlester Trails System offers tremendous potential to improve the quality of life for community residents. The trails system will improve access to outdoor resources, link people to their favorite destinations, stimulate economic growth, expand opportunities for education, and shape community growth into the 21st Century. All of this is possible as the trail system is successfully developed during the coming years. The key to this success is implementation. This chapter describes a strategic plan for building, managing, and operating the McAlester Trails System.

#### Building the McAlester Trails System

Preparation of this Master Plan is only the initial step in the future development of the McAlester Trails System. More detailed design work is required before actual trail tread is constructed and residents are able to use the trail corridors. Therefore, the continued involvement of citizens, businesses, and neighborhoods is vital to the ongoing development of a successful design. Utilizing the "Community Connection" process of involving those citizens directly affected by the proposed trails during the conceptual design phase is strongly recommended. This section of the chapter and Chapter 6, Design Guidelines are intended to provide a step-by-step process for building segments of the McAlester Trails System.

Each trail corridor and/or segments of each corridor will require a more detailed site design to determine the appropriate alignment of the actual trail tread. Additionally, the location of trail amenities, such as trail furniture, landscaping, drinking fountains, parking, and lighting need to be defined and located throughout the corridor.

This Master Plan proposes the development of an interconnected system of asphalt/concrete paved trails and on-street linkages within each of the 35 corridors defined in Chapter 5, Description of Trail System. Detailed site plans and design development documents should be prepared for all trail segments. Staff resources and/or professional design consultants with previous experience in trail/on-street bike route design and construction should be employed to prepare the necessary detailed design documents for each of the corridors.

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## Phasing Strategy for the McAlester Trails System

With limited trail resources and over 51 miles of proposed multiuse trails and on-street linkages, it is important to determine a logical order for the implementation of the trails and linkages. In an effort to evaluate each corridor objectively, criteria were developed to assist in determining the order of multiuse trail and linkage development for the next 10 to 15 years. The consultant worked closely with the McAlester Trails Master Plan Steering Committee to identify and utilize the most critical evaluation factors for future development of corridors. The Steering Committee devoted a substantial amount of time and effort toward the development of these criteria and reached a consensus regarding the relative importance of each. The following section defines the terminology utilized in the evaluation of the proposed corridors.

**Total Population Served:** one of the best indicators of how many people will utilize the trail is the number of people living in close proximity to the trail along its entire length. For this evaluation the population within one-quarter mile of the trail corridor was used.

**Schools Served:** trails which connect schools offer the communities a safe opportunity for children to walk or ride their bikes and can serve as logical trail heads. The higher the number of schools served by a trail corridor the higher the ranking. For this evaluation the population within one-quarter mile of the trail corridor was used.

**Parks Served:** trails which connect major parks and recreation destinations can offer the public a safe opportunity to access these facilities and they can serve as trail heads. The higher the number of parks and recreation destinations served by a trail corridor the higher the ranking. For this evaluation the population within one-quarter mile of the trail corridor was used.

**Right of Way Availability:** the availability of rights of way or easements to construct trails is a critical cost and timing factor. If right of way or easements cannot be secured voluntarily to construct a trail within a corridor, the trail cannot be built unless rights can be purchased. Purchasing right of way can be very expensive and in many cases can make constructing a trail cost prohibitive. Corridors which have necessary right of way in the public domain have the highest ranking.

**Timeliness and Opportunity:** in some instances the trail corridors identified are the same corridors in which other public improvements will be or have been built such as a street, highway, expressway, turnpike, waterline, or drainage channel, etc. In cases where a trail can be constructed in conjunction with these types of projects, the trail construction will be expedited and great costs savings can result. In some cases, if a trail is not designed in conjunction with the public improvement, it can be very difficult and expensive to try to construct a trail at a later date. Corridors in which future public improvements are funded or planned receive higher ranking than those corridors without such public improvements.

**Effective Link:** trails which provide an effective link to existing destinations and have the potential for higher utilization by trail users will provide greater benefit to the community. The more effective the link the higher the ranking.

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**Near Term Phase:** is used to describe those corridors for which the design can be started within two years and constructed within a period of 5 years. Most trails in this category have high scores in the first three evaluation criteria.

**Mid Term Phase:** is used to describe those corridors for which design can commence within the next five years and constructed within 10 years.

**Long Term Phase:** is used to describe those corridors for which design can commence within the next 10 years and constructed within 15 years.

**Trail Phasing**

With 51 miles of proposed trails within McAlester, the first question is inevitably, "Which trail gets built first?" The following "Trail Phasing Evaluation Matrix" applies the above criteria to each of the 16 proposed trail corridors. Each corridor is objectively compared to all other corridors with the resulting ranking order established for all trails. The various phases described in the following matrix are meant to provide a relative time frame only and are not absolute. The process of implementing trails within the city will be dynamic, and as opportunities arise and conditions change corridors may be developed in a different order than indicated in the phasing matrix.

**Trail Phasing Evaluation Matrix**

RANK	ID	NAME	ROW AVAILABILITY	TIMELINESS/ OPPORTUNITY	TOTAL POP. SCORE	AVG. POP. SERVED SCORE	TOTAL SCHOOL SCORE	TOTAL PARKS SCORE	CONNECTION TO EXISTING TRAIL	TOTAL SCORE	PHASE	length	
1	14	Belmont Trail	14	2	1	0	12	4	10	43	Trail Near Term	0.31	
2	8	PT Trail	11	0	1	2	12	11	0	36	Trail Near Term	1.32	
3	5	Water Way Trail	11	0	2	2	6	11	0	31	Trail Near Term	1.69	
4	10	MJ Trail	11	0	2	4	6	7	0	30	Trail Near Term	0.92	
5	12	Chaney Park Trail	11	0	1	2	0	4	10	27	Trail Near Term	0.59	4.83
6	6	Hereford Trail	7	0	2	1	12	4	0	26	Trail Mid Term	3.23	
7	2	HT Trail	11	0	2	3	0	0	10	26	Trail Mid Term	0.76	
8	4	Strong Rail Trail	7	0	2	3	6	4	0	22	Trail Mid Term	0.87	
9	7	Van Buren Trail	7	0	1	1	6	4	0	19	Trail Mid Term	1.09	
10	3	A' Street Rail Trail	4	0	3	2	0	7	0	16	Trail Mid Term	2.22	8.17
11	11	Elm Trail	7	0	2	4	0	0	0	13	Trail Long Term	0.56	
12	1	Expo Loop Trail	0	0	1	1	6	4	0	12	Trail Long Term	7.25	
13	16	Retail Trail	4	0	1	1	6	0	0	12	Trail Long Term	1.14	
14	15	City Limit Trail	7	0	1	1	0	0	0	9	Trail Long Term	2.44	
15	13	Creek Trail	4	0	2	2	0	0	0	8	Trail Long Term	1.66	
16	9	Fitness Trail	0	0	1	1	0	0	0	2	Trail Long Term	0.28	13.33

### Linkage Phasing

With 25 miles of proposed on-street linkages within McAlester, developing priorities for implementation is needed. The following spreadsheet applies the same criteria utilized for trails to each of the 19 various on-street linkage corridors. Since each on-street linkage is within existing or proposed road rights of way, all corridors received the maximum score on right of way availability. Since the cost to construct an on-street linkage is considerably less than the cost of trail development, the 15 corridors were grouped into three implementation phases: Near Term, Mid Term Phases, and Long Term Phases.

**Linkage Phasing Evaluation Matrix**

RANK	ID	NAME	ROW AVAILABILITY	TIMELINESS/ OPPORTUNITY	TOTAL POP. SCORE	AVG. POP. SERVED SCORE	TOTAL SCHOOL SCORE	TOTAL PARKS SCORE	CONNECTION TO EXISTING TRAIL	TOTAL SCORE	PHASE	length	
1	24	Cross Town Linkage	0	3	3	3	18	11	0	38	Linkage Near Term	1.77	
2	25	Strong Linkage	0	3	3	3	18	11	0	38	Linkage Near Term	2.27	
3	19	Stonewall Linkage	0	0	4	4	18	11	0	37	Linkage Near Term	2.50	
4	32	South Linkage	0	3	3	3	12	7	0	28	Linkage Near Term	1.90	
5	18	Washington Linkage	0	3	3	2	12	7	0	27	Linkage Near Term	2.38	10.82
6	21	A' Street N. Linkage	0	0	2	3	6	4	10	25	Linkage Mid Term	0.68	
7	27	Wade Watts Linkage	0	0	3	3	12	7	0	25	Linkage Mid Term	1.59	
8	33	14th Street Linkage	0	0	2	2	12	4	0	20	Linkage Mid Term	1.72	
9	28	A' Street S. Linkage	0	3	1	2	6	7	0	19	Linkage Mid Term	0.72	
10	34	Oklahoma Linkage	0	0	2	3	0	4	10	19	Linkage Mid Term	1.15	
11	26	Hunter Park Linkage	0	3	1	4	6	4	0	18	Linkage Mid Term	0.36	
12	30	Ottawa Linkage	0	3	2	4	0	7	0	16	Linkage Mid Term	0.52	
13	31	3rd Street Linkage	0	0	2	4	6	4	0	16	Linkage Mid Term	0.84	7.58
14	20	Electric Linkage	0	0	3	3	0	7	0	13	Linkage Long Term	2.11	
15	29	Comanche Linkage	0	0	1	0	6	4	0	11	Linkage Long Term	0.22	
16	23	7th Street Linkage	0	0	2	2	6	0	0	10	Linkage Long Term	1.34	
17	17	Choctaw Linkage	0	0	1	2	0	4	0	7	Linkage Long Term	1.25	
18	22	Lost Linkage	0	0	1	2	0	4	0	7	Linkage Long Term	0.17	
19	35	Frontage Linkage	0	0	1	1	0	0	0	2	Linkage Long Term	1.46	6.55

### Estimated Costs for Facility Development

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The consultant has prepared cost estimates for all of the corridors defined within this Master Plan. The cost estimates are general in nature and are based on national industry or State of Oklahoma averages. A listing of the industry averages that were used to determine "low" or "high" estimates are provided on the following pages. The purpose of these cost estimates is to provide general guidance for the purpose of budgeting and developing trail segments. The estimates are reliable to the extent that a general expectation can be derived from their use. Specific site development factors unique to each corridor will influence final design development costs. More detailed costs should be developed as a part of corridor specific conceptual plans. Final construction cost estimates should be based on final design plans.

**Typical Costs for Off-Road Trail Facilities**

Preliminary construction cost budgets are provided in tabular form on pages 63 and 64 of this Chapter for the Near-Term, Mid-Term and Long-Term trail and linkage projects. The unit costs defined below and on the following pages are provided for budgeting purposes only. Adjustments will have to be made to these costs on a project-by-project basis to compensate for changes in unit price trends over time.

Category/Description of Facility	Unit	Unit Costs	
<b><u>Trail Treads</u></b>			
6-foot Bare Earth Hike/Mtn. Bike Trail	linear feet	\$6.50	
8-foot Bare Earth Equestrian Trail	linear feet	\$8.50	
8-foot Woodchip Pedestrian Trail	linear feet	\$13.00	
10-foot Soil-Cement Trail	linear feet	\$15.00	
10-foot Aggregate/Stone Trail	linear feet	\$25.00	
10-foot Asphalt Multi-Purpose Trail	linear feet	\$55.00	
10-foot Concrete Multi-Purpose Trail	linear feet	\$70.00	
10-foot Wood Deck/Boardwalk Trail	linear feet	\$650.00	
<b><u>Signage</u></b>			
Information Signs	each	\$2,500.00	
Direction Signs	each	\$500.00	
Warning Signs	each	\$500.00	
Mile/Kilometer Markers	each	\$350.00	
Decorative Kiosks	each	\$3,500.00	
<b><u>Furniture/Furnishings</u></b>			
Benches	each	\$1,000.00	
Trash Receptacles	each	\$800.00	
Security Bollards	each	\$1,200.00	
Bicycle Racks	each	\$900.00	
Fencing (Board-on-Board)	linear feet	\$20.00	
Gates	each	\$1,000.00	
Emergency Phones	each	\$1,000.00	
Drinking Fountains	each	\$5,500.00	
Restrooms	each	\$120-\$200,000.00	
Landscaping	per mile	\$50,000.00	
Lighting	per mile	\$90,-\$150,000.00	
<b><u>Parking Lots</u></b>			
10 cars	each	\$8,500.00	\$18,000.00
20 cars	each	\$17,000.00	\$36,000.00
40 cars	each	\$34,000.00	\$72,000.00

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\*Gravel lots are prohibited in some jurisdictions

## Typical Costs for Bicycle and Pedestrian Facilities

In limited circumstances, it may be necessary to install on-road bicycle facilities in order to connect the off-road trail system defined by this Plan. Itemized below are costs for facilities that would most likely be needed to provide linkage.

### Restriping

Conducted as part of a regularly scheduled roadway resurfacing project and does not include right-of-way acquisition and changes to signal actuation.

Bicycle Lanes	\$11,000/mi
Wide Outside Lanes	\$9,000/mi

### Independent Projects

The following listing is for development of various facility types as independent projects. These costs do not include right-of-way acquisition. Real estate values fluctuate dramatically and will need to be adjusted on a parcel-by-parcel basis as right of way is needed.

Share the Road Bike Routes (signage, pavement symbols, bicycle actuated signals)	\$45,000/mi
Urban Bike Lanes (4' wide, both sides)	\$300,000/mi
Rural Bike Lanes (4' wide, both sides)	\$160,000/mi
Paved Shoulders (4' wide, both sides)	\$160,000/mi
Wide Curb Lane (14' wide, both sides)	\$180,000/mi

### Other Bicycle Facilities

Class I Bicycle Parking (Bicycle Lockers - per 2 bicycles)	\$800-\$1500
Class II Bicycle Parking (Secure wheels and frame-per bike)	\$65-\$1,700
Class III Bicycle Parking (Inverted U's or rail racks- per bike)	\$80-\$250
Bike Route/"Share the Road" sign (each)	\$350

### Typical Costs for Pedestrian Facilities

Sidewalks (6' wide, 2 sides)	\$150,000/mi
Pedestrian Signal Heads (for 2 corners)	\$3,600/ea
Pedestrian Signal Heads (for 4 corners)	\$7,500/ea

### Other Pedestrian Facilities

Prefabricated Pedestrian Bridge/Overpass	\$200/sq ft
Constructed Bridge/Overpass	\$150/sq ft
Crosswalk Striping	\$350 each
Curb Extensions	\$5,500 each

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**Developing the Trails Master Plan**

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If the momentum generated by the McAlester Trails Master Plan is sustained over the next 15 years, the opportunity exists to implement a total of 51 miles of multiuse trails and on-street linkages. The phased development breaks down as follows: Near-Term projects consisting of 4.8 miles of multiuse trails and 10.82 miles of on-street linkages; Mid-Term projects consisting of 8.17 miles of multiuse trails and 7.58 miles of on-street linkages; and the Long-Term projects totaling 13.33 miles of multiuse trails and 6.55 miles of on-street linkages.

**Trails Cost**

The following cost estimates for trail facilities are general in nature and based on State of Oklahoma averages for multiuse trails constructed over the last five years. More detailed cost estimates should be prepared as site specific plans are developed for each corridor.

**Near Term Trails Cost**

Rank	ID	NAME	LENGTH (mi)	LOW COST	HIGH COST
1	14	Belmont Trail	0.31	\$ 198,400.00	\$ 248,000.00
2	8	PT Trail	1.32	\$ 792,000.00	\$ 990,000.00
3	5	Water Way Trail	1.69	\$ 811,200.00	\$ 1,014,000.00
4	10	MJ Trail	0.92	\$ 478,400.00	\$ 598,000.00
5	12	Chaney Park Trail	0.59	\$ 354,000.00	\$ 442,500.00
<b>TOTAL NEAR TERM CORRIDORS</b>			<b>4.83</b>	<b>\$ 2,634,000.00</b>	<b>\$ 3,292,500.00</b>

**Mid Term Trails Cost**

Rank	ID	NAME	LENGTH (mi)	LOW COST	HIGH COST
6	6	Hereford Trail	3.23	\$ 1,679,600.00	\$ 2,099,500.00
7	2	HT Trail	0.76	\$ 395,200.00	\$ 494,000.00
8	4	Strong Rail Trail	0.87	\$ 417,600.00	\$ 522,000.00
9	7	Van Buren Trail	1.09	\$ 523,200.00	\$ 654,000.00
10	3	A' Street Rail Trail	2.22	\$ 1,065,600.00	\$ 1,332,000.00
<b>TOTAL NEAR TERM CORRIDORS</b>			<b>8.17</b>	<b>\$ 4,081,200.00</b>	<b>\$ 5,101,500.00</b>

**Long Term Trails Cost**

Rank	ID	NAME	LENGTH (mi)	LOW COST	HIGH COST
11	11	Elm Trail	0.56	\$ 268,800.00	\$ 336,000.00
12	1	Expo Loop Trail	7.25	\$ 4,060,000.00	\$ 5,075,000.00
13	16	Retail Trail	1.14	\$ 729,600.00	\$ 912,000.00
14	15	City Limit Trail	2.44	\$ 1,268,800.00	\$ 1,586,000.00
15	13	Creek Trail	1.66	\$ 1,062,400.00	\$ 1,328,000.00
16	9	Fitness Trail	0.28	\$ 145,600.00	\$ 182,000.00
<b>TOTAL LONG TERM CORRIDORS</b>			<b>13.33</b>	<b>\$ 7,535,200.00</b>	<b>\$ 9,419,000.00</b>

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**Linkages Cost**

The on-street linkages identified as a part of the trails master plan are intended to provide linkages between various off street trails and allow greater access to the trail system. The cost estimates for these types of facilities are general in nature and based on national industry or State of Oklahoma averages. The estimate includes items such as share the road signs, bike route signs, bicycle activated traffic signals, on street share the road pavement markings, replacement of drainage grates and other minor street construction items.

Since a detailed evaluation of the recommended linkages has not been performed by the consultant, a detailed evaluation of each corridor must be completed prior to designating the corridor for on-street use. A detailed evaluation might indicate the need for additional pavement width to provide a designated striped bicycle lane for safety reasons. In some cases it might be necessary to reduce the vehicular speed limit prior to designating a particular corridor for on-street use.

**Near Term Linkages Cost**

Rank	ID	NAME	LENGTH (mi)	LOW COST	HIGH COST
1	24	Cross Town Linkage	1.77	70,800.00	106,200.00
2	25	Strong Linkage	2.27	90,800.00	136,200.00
3	19	Stonewall Linkage	2.50	100,000.00	150,000.00
4	32	South Linkage	1.90	76,000.00	114,000.00
5	18	Washington Linkage	2.38	95,200.00	142,800.00
<b>TOTAL NEAR TERM CORRIDORS</b>			<b>10.82</b>	<b>\$ 432,800.00</b>	<b>\$ 649,200.00</b>

**Mid Term Linkages Cost**

Rank	ID	NAME	LENGTH (mi)	LOW COST	HIGH COST
6	21	A' Street N. Linkage	0.68	27,200.00	40,800.00
7	27	Wade Watts Linkage	1.59	63,600.00	95,400.00
8	33	14th Street Linkage	1.72	68,800.00	103,200.00
9	28	A' Street S. Linkage	0.72	28,800.00	43,200.00
10	34	Oklahoma Linkage	1.15	46,000.00	69,000.00
11	26	Hunter Park Linkage	0.36	14,400.00	21,600.00
12	30	Ottawa Linkage	0.52	20,800.00	31,200.00
13	31	3rd Street Linkage	0.84	33,600.00	50,400.00

**Long Term Linkages Cost**

Rank	ID	NAME	LENGTH (mi)	LOW COST	HIGH COST
14	20	Electric Linkage	2.11	84,400.00	126,600.00
15	29	Comanche Linkage	0.22	8,800.00	13,200.00
16	23	7th Street Linkage	1.34	53,600.00	80,400.00
17	17	Choctaw Linkage	1.25	50,000.00	75,000.00
18	22	Lost Linkage	0.17	6,800.00	10,200.00
19	35	Frontage Linkage	1.46	58,400.00	87,600.00
<b>TOTAL LONG TERM CORRIDORS</b>			<b>13.45</b>	<b>\$ 565,200.00</b>	<b>\$ 847,800.00</b>

All costs based on 2011 dollars.

**Operations and Management**

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Operating, maintaining and managing the McAlester Trails System will require a coordinated effort among city departments, private sector organizations and individuals. Key elements of the operation and management program include trail access easements, trail facility operational policies, land management, safety and security, trail rules and regulation, an emergency response plan, and a risk management plan. This information is defined in greater detail in Chapter 8 of this report.

Maintenance and management of all trail segments will be the responsibility of McAlester and its partners. It is anticipated that these maintenance and management duties can be shared among trail supporters in the public and private sectors.

Maintenance and management of the McAlester Trails System will require the City to establish an operations budget for that purpose. The following maintenance and management costs are provided as a guide to establishing a budget for the operation, maintenance and management of trail segments within the McAlester Trails System. It may be possible to substantially lower the cost of maintaining one mile of paved trail through the development of an Adopt-a-Trail Program. Volunteers have been proven effective in performing some of the routine maintenance activities that are listed below. Savings of 50% of the estimated cost per mile defined below are possible through a coordinated and well run Adopt-a-Trail Program, and some of these costs are already being covered along highways, roads and parks and other areas. A pilot Adopt-a-Trail Program is recommended to be implemented by the McAlester Parks Department to determine local effectiveness.

**Typical Maintenance Costs (For a 1-Mile Paved Trail)**

Drainage and storm channel maintenance (4 x/year)	\$800.00
Sweeping/blowing debris off trail tread (24 x/year)	\$1,600.00
Pick-up and removal of trash (24 x/year)	\$1,600.00
Weed control and vegetation management (10 x/year)	\$1,450.00
Mowing of 3-ft grass safe zone along trail (24 x/year)	\$1,850.00
Minor repairs to trail furniture/safety features	\$500.00
Maintenance supplies for work crews	\$400.00
Equipment fuel and repairs	\$1,800.00
Estimated Maintenance Costs Per Mile of Paved Trail	<b>\$10,000.00</b>

Re-Surfacing

Re-Surfacing of Asphalt Trail Tread (10 year cycle) \$70,000-75,000/mile

**McAlester Trails Trust Fund**

A McAlester Trails Trust Fund should be established to help pay for some of the costs for maintenance and management of McAlester trail segments. The Fund would be established by soliciting funds from both public and private sector sources. The principal balance of the fund would provide two benefits: 1) the interest generated from the fund would be used to aid in the funding of annual maintenance activities; 2) in the event of expensive short term maintenance needs, the principal balance could be tapped to support these activities.

**McAlester Trails System Governance Structure**

Implementing the McAlester Trails System will require a coordinated effort among city departments and private sector groups, organizations and agencies. The Plan presented in this report is ambitious, yet it is very achievable. Other communities have accomplished similar efforts. The following chart summarizes the trails systems of other communities and defines the current management structure.

As illustrated by the following chart, the trails system proposed within McAlester is smaller in size to some other systems in operation in other American communities. One thing that all successful systems have in common, however is a lead authority with the responsibility for implementing, operating and maintaining their system. The McAlester Parks Department should be the lead authority assisted by the McAlester Trails Advisory Board, which supports the development and operation of the trails system. This advisory board will support the cooperation and coordination of activities, resources and development objectives. A management structure is important to guide the process of implementation.

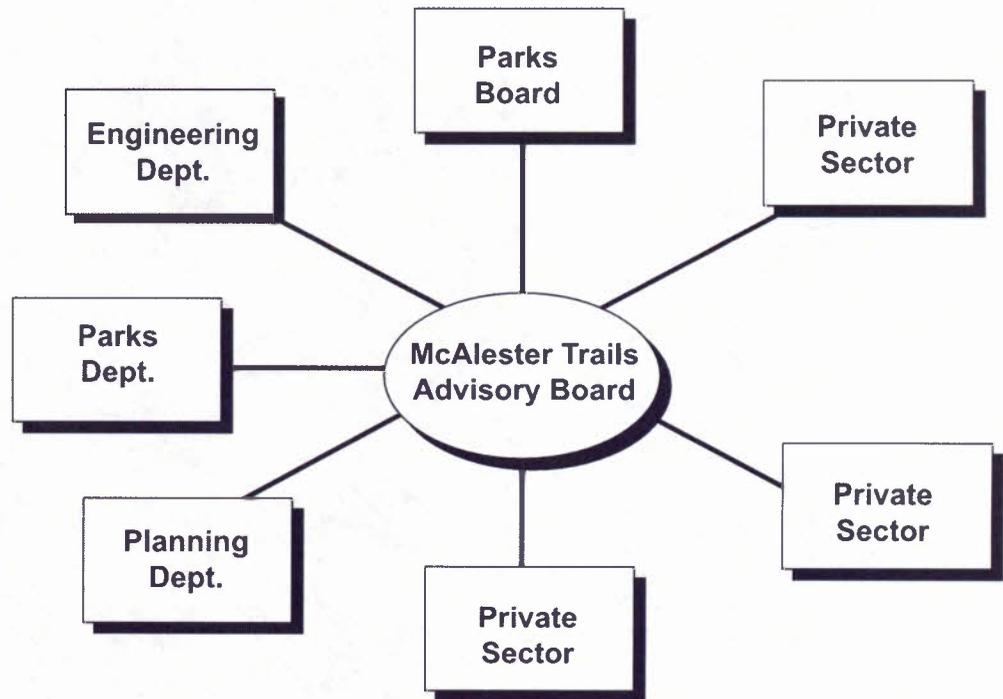
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Name of Metro Area	Size of System	Land Developer/Manager
Chicago Greenway System	676-mile system in 6 counties	Public-private partnership led Chicago Open Lands Project, non-profit group supported by local governments
Denver Metro Greenway System	250-mile system in 4 counties	Public-private partnership, South Suburban Foundation, where both sectors serve as developers and managers of metro system.
Chattanooga Greenway System	75-mile system in 8 counties	Private-public partnership led by RiverValley Partners, Inc., a for profit development group. Management is by public agencies.
Portland (OR) Metro Greenway	150-mile system in 4 counties	Public-agency partnership, Metro Trails & Greenways, that has issued bonds to support development & management
Minneapolis Metro Greenways	200-mile system in 7 counties	Administered by public-sector partnership, managed by Metro Council of Governments

**McAlester Trails Advisory Board**

The McAlester Trails Advisory Board would be established to make development, operations and maintenance recommendations to the McAlester Parks Department. The Parks Department would have the responsibility to coordinate all needed services for the McAlester Trails System. The advisory board should have representation from the Parks Department, Engineering, Stormwater Management, Planning and should include a minimum of 3 private sector appointees as depicted in the following graphic.

Trails Advisory Board



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## Public Private Partnerships

The McAlester Trails System will require the services of the local agency and non-governmental staff in order to be successful. However, in order to successfully keep pace with the multitude of development, operation and management requirements of this trail system, the private sector will be called upon to share the burden and participate in the development and stewardship of the trails system where appropriate. The following are some suggestions for how the City and the private sector can assist with the implementation of the McAlester Trails System.

### Role of the City

McAlester should assist with the detailed planning, design and development of the McAlester trails system. The Parks Department should assist the McAlester Trails Advisory Board with the staffing and operations during its term of existence. The Parks Department can also assist the advisory board with information, coordination, communication, implementation and management services. The City can take on the responsibility for completing detailed design development plans for individual segments of the trail system and can review detailed design plans prepared by private developers for compliance to the approved design guidelines. They can also implement management plans for each trail segment, in partnership with private sector groups. The City should make applications for funding in accordance with the recommendations defined in Chapter Six of this Plan and aggressively pursue local, public, foundation and federal funding sources including the Enhancement Program.

### Role of the Private Sector

The private sector has a vital role to play in the design, development, management, operations and maintenance of the McAlester Trails System. The private sector includes developers, businesses, merchants, corporations, civic organizations and individuals. The private sector has a wealth of resources to offer toward the implementation of the McAlester Trails System and will be the primary beneficiaries of a successfully developed and managed system. The following defines three specific private sector roles, and then suggests generic roles that other organizations and groups might have in the development of the McAlester Trails System.

Private developers should be required to construct the trails and linkages identified on the Trail Route Map when a segment is within their proposed development. The trail design should be in conformance with the design guidelines iterated in Chapter 4 of this report to ensure a consistent level of service is maintained throughout the system. The responsibility of operations and maintenance should be negotiated on a case by case basis, but in all instances should be maintained at the same level as the overall trail system.

Local businesses and corporations might consider sponsoring a segment of trail for development. Under trail naming guidelines a 50% or greater contribution of the total value of trail segment or trail head construction would enable the sponsored trail to be named after the business or an individual. Businesses and corporations might also consider a gift or donation of construction material, finished products that could be used on the trail, or labor to help build the trail. Additionally, businesses and corporations could provide reduced cost materials, finished products, machinery and/or labor to assist in trail project development.

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Employers can provide incentives for employees who commute using the trails system. Among the incentives are bike racks, showers, lockers and cash reimbursements in lieu of employer paid parking subsidies.

#### **Role of Civic Organizations**

Local civic groups and organizations, including the Junior League, Boy Scouts, Girl Scouts, Garden Clubs, YMCA's, YWCA's, to name a few, can play a vital role in the development and management of the McAlester Trails System. Civic organizations and trail user groups can contribute the time and labor of their members to assisting the Parks Department with staffing trails events, adopting segments of the trail for maintenance and management, sponsorship of trail segments for construction of trail tread, boardwalks, education exhibits and rest areas. There are endless ways in which local civic groups can become involved with the McAlester Trails System, and the best way is to match the goals and objectives of the organization to the needs of the trails system.

#### **Role of McAlester Residents**

McAlester residents interested in the development and management of the McAlester Trails System can offer their time, labor and expertise to the McAlester Trails Advisory Board or the Parks Department. Individuals might partner with a friend or neighbor to volunteer their services as Deputy Trail Rangers, to help patrol trails during the daytime. Individuals could volunteer to plant native trees, shrubs and groundcovers along the trail to improve the appearance of a newly developed trail segment. Individuals could volunteer to keep a particular stretch of trail segment clean of debris, litter and trash. All volunteer efforts should be recognized by the McAlester Trails Advisory Board through an appropriate community-wide program.

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## Chapter 8



Trails Master Plan

## Operations, Maintenance & Management

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### **Overview**

Over the course of time a variety of operational and management issues will be encountered that are important to the successful management and operation of the McAlester Trails System. The following policies are defined to assist the City in responding to typical trail implementation issues. More specific problems and issues may arise during the long-term development of the trail system that result in additional policies being considered and adopted.

### **McAlester Trails System Map Policy**

The official McAlester Trails System Map as prepared by LandPlan Consultants, Inc. of Tulsa, OK, was approved by the McAlester City Council on **June 19, 2012**, and is on display at Parks Department and the City Engineering Department. The Parks Department is vested with the responsibility of keeping the map current with respect to completed trail segments, and additions or deletions to the overall system. The official map illustrates two important aspects of the McAlester Trails System: One, trail corridors that warrant further study for early implementation; and two, trail corridors that are part of the longer term phased development strategy.

### **Public Access Easement Policy**

A portion of land that is included within the McAlester Trails System corridors is currently owned by the city, but some land is owned by private individuals. For those lands that are in private ownership and developed, the City of McAlester will negotiate with the property owner(s) for the use of their land for trail purposes. For planned trail corridors within the limits of proposed subdivisions, the City should require that trail easements are provided by the developer during the platting process. For planned trails through those properties which are platted and currently undeveloped, the City should require a public access easement as a part of the site plan review process. McAlester or certain non-profit organizations can accept donation of public access easements for the McAlester Trails System that is contained within the corridors defined on the official Trails System Map in accordance with existing policies and codes pertaining to the acquisition of parkland, transportation corridors and land for water and wastewater facilities. The City should consider requiring public access provisions in all new easements.

**Private Construction of Trails Policy**

Construction of planned trails within all new development should be considered the responsibility of the developer. In the same way that a developer is required to construct utilities to his site, he should be responsible for the construction of the trails through his development which are a part of the McAlester Trail System. The developer should be required to conform to trail design standards as iterated in Chapter 4 "Design Guidelines".

**Right of Public Access and Use of Trail Lands Policy**

The general public shall have free access to and use of all trail lands that are owned by the City of McAlester. All access and use is governed by existing local city policies and shall also be governed by the McAlester Trails Ordinance. The use of all trails is limited to non-motorized uses (except maintenance vehicles), including hiking, bicycling, running, jogging, wheelchair use, skateboarding, rollerblading, mountain biking, and other uses that are determined to be compatible with McAlester Trails.

**Trail Naming Policy**

The majority of trails within the McAlester Trails System shall be named for the significant natural or cultural features that are found within the trail corridor. Trails can be named after an individual or individuals if these persons are truly distinguished within the community, or if these persons have contributed a gift equal to more than 50% of the value of trail development within that corridor segment.

**Fencing and Vegetative Screening Policy**

The City should work with landowners on an individual basis to determine if fencing and screening is required and appropriate. The City may agree to fund the installation of a fence or vegetative screen, however, it shall be the responsibility of the adjacent property owner to maintain the fence or vegetative screen in perpetuity, including the full replacement of such fence or screen in the event of failure or deterioration due to any circumstances.

**Adopt-a-Trail Program Policy**

An Adopt-a-Trail Program should be established by the City of McAlester to encourage community groups, families, businesses, school groups, civic clubs and other organizations to join in managing the McAlester Trails System. A Park Board Trails Advisory Committee will need to work closely with Parks Department to ensure that all Adopt-a-Trail Program groups manage and maintain trails in a manner that is consistent with other land use objectives. The Park Board Trails Advisory Committee should develop written agreements for each Adopt-a-Trail entity and keep a current record of this agreement on file with the City. Adopt-a-Trail entities will be assigned a specific section of the McAlester Trails System, defined by location or milepost. The activities of each organization shall be monitored by the City. Agreements for management can be amended or terminated at any time by either party, giving 30 days written notice.

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### **Management Agreements**

Management Agreements should be established between the City and private organizations wishing to assist with the management of designated segments of the McAlester Trails System. The objective of these agreements is to define areas of management that are compatible with existing land management activities, especially where the McAlester Trails System intersects with public or private properties and/or rights-of-way. Management agreements spell out specific duties, responsibilities and activities of the City and public or private organization that wishes to assist the City with management activities. They can be amended or terminated at any time by either party, giving 30 days written notice.

### **Cross Access Agreements Policy**

The City can use cross access agreements to permit private landowners that have property on both sides of a trail corridor access to and use of a trail corridor to facilitate operation and land use activities. Adjacent landowners generally have the right to use the access at any time. However, access cannot block the right-of-way for trail users other than for temporary measures such as permitting livestock to cross, or transporting equipment. Adjacent landowners are responsible for acts or omissions which would cause injury to a third party using the trail. If a landowner must move products, materials, livestock or equipment across the trail on a regular basis, appropriate signage will be installed to warn users of the trail to yield for such activities.

Crossing of abandoned or active rail lines, utility corridors and/or roads and highways will require the execution of agreements with companies, local, state or federal agencies and organizations that own the rights-of-way. These crossings must provide clearly controlled, recognized, and defined intersections in which the user will be warned of the location. In accordance with the American Association of State Highway Transportation Officials (AASHTO) and the Manual on Uniform Traffic Control Devices (MUTCD), the crossing will be signed with appropriate regulatory, warning and information signs.

### **Land Management**

Trail facilities should be maintained in a manner that promotes safe use. All trail facilities shall be managed by the McAlester Parks Department. Trail heads, points of public access, rest areas and other activity areas should be maintained in a clean and usable condition at all times. The primary concern regarding maintenance should always be public safety. Trail Maintenance should include the removal of debris, trash, litter, obnoxious and unsafe man-made structures, and other foreign matter so as to be safe for public use. Removal of native vegetation should be done with discretion, removal of exotic species should be accomplished in a systematic and thorough manner. The objective in controlling the growth of vegetation should be to maintain clear and open lines of sight along the edge of the trail, and eliminate potential hazards that could occur due to natural growth, severe weather or other unacceptable conditions.

All trail surfaces should be maintained in a safe and usable manner at all times. Rough edges, severe bumps or depression, cracked or uneven pavement, gullies, rills and washed out treads shall be repaired immediately. Volunteer vegetation occurring in the tread of the trail should be removed in such a manner so that the trail surface is maintained as a continuous, even and clean surface. The Parks Department shall strive to minimize the number of areas

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where ponding water occurs, however they cannot be held liable for public use through areas of casual or ponded water.

Property owned or used by the City for the McAlester Trails System should be maintained in a condition that promotes safety and security for trail users and adjacent property owners. To the extent possible, the property should also be maintained in a manner that enables the trail corridor to fulfill multiple functions (i.e. passive recreation, alternative transportation, stormwater management and habitat for wildlife). Vegetation within each trail corridor should be managed to promote safety, serve as wildlife habitat, buffer public trail use from adjacent private property (where applicable), protect water quality, and preserve the unique aesthetic values of the natural landscape. To promote safe use of the trail system, all vegetation should be clear cut to a minimum distance of three (3) feet from each edge of a trail. Selective clearing of vegetation should be conducted within a zone that is defined as being between three (3) to ten (10) feet from each edge of a trail. At any point along a trail, a user should have a clear, unobstructed view, along the centerline of a trail, 300 feet ahead and behind his/her position. The only exception to this policy should be where terrain or curves in a trail serve as the limiting factor. The City or its designated agents shall be responsible for the cutting and removal of vegetation. Removal of vegetation by an individual or entity other than the City or its designees should be deemed unlawful and subject to fines and/or prosecution.

### **Safety and Security**

Safety is a duty and obligation of all public facilities. In order to provide a standard of care that offers reasonable and ordinary safety measure, the City should develop and implement a Safety and Security Program for all segments of the McAlester Trails System. This program should consist of well defined safety and security policies: the identification of trail management, law enforcement, emergency and fire protection agencies; the proper posting, notification and education of the trail user policies; and a system that offers timely response to the public for issues or problems that are related to safety and security. Safety and security of the McAlester Trail System will need to be coordinated with local law enforcement officials, local neighborhood watch associations, and Adopt-a-Trail organizations.

Important components of the safety and security program should include:

- 1) Work with law enforcement agencies in the City to establish a McAlester Trails Safety and Security Committee that can meet regularly to discuss management of the trail system.
- 2) Prepare a Trail Safety Manual and distribute this to management agencies and post it at all major trail heads.
- 3) Post User Rules and Regulations at all public access points to the trail.
- 4) Work with the management agencies to develop Trail Emergency Procedures.
- 5) Prepare a Safety Checklist for the trail system, and utilize it monthly during field inspection of trail facilities.
- 6) Prepare a Trail User Response Form for complaints and compliments and provide copies at all trail heads.
- 7) Work with management agencies to develop a system for accident reporting analysis.
- 8) Conduct a regular Maintenance and Inspection Program, and share the results of these investigations with all management agencies.

- 9) Institute a Site Design and Facility Development Review Panel, made up of city departments so that all design development recommendations can be reviewed prior to installation.
- 10) Coordinate other Public Information Programs that provide information about trail events and activities that city residents can participate in.
- 11) Conduct an ongoing evaluation of trail program objectives. It would be best to have this evaluation conducted by Park Board Trails Advisory Committee and local trail user groups.

### **Trail Rules and Operation Regulations**

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The McAlester Trails System shall be open 365 days a year to any person wishing to use the facility for transportation or recreation purposes — subject to the terms of the McAlester Trails Ordinance that governs all use. No organization shall be permitted to use any portion of the McAlester Trails System for a commercial purpose unless written permission has been obtained from the Parks Department. The City should always discourage the general public from using any segment of a trail that is under construction. Trail segments shall not be considered officially opened for public use until such time as a formal dedication ceremony and official opening has been completed. Individuals who use trail segments that are under construction, without written permission from the City shall be deemed in violation of this access and use policy and treated as a trespasser.

The McAlester Trail System shall be operated like all other parks within the local jurisdiction, open for public use from sunrise to sunset, 365 days a year, except as specifically designated. Individuals who are found to be using unlighted facilities after dusk and before dawn should be deemed in violation of these hours of operation and treated as trespassers. Where trails are lighted for nighttime use, the rules established within the Trail Ordinance shall govern permitted uses and activities.

### **Trail Ordinance**

Multiuze conflict is a national problem for community and regional trail systems. Typically, conflicts are caused by overuse of a trail, however, other factors may be problematic including poorly designed and engineered trail alignments, inappropriate user behavior, or inadequate facility capacity. The most effective conflict resolution plan is a well conceived safety program that provides the individual user with a Code of Conduct for the Trail, sometimes called a Trail Ordinance. Several communities across the United States have adopted progressive trail ordinances to govern public use and keep trails safe for all users. The following Rules and Regulations shall be implemented for the McAlester Trails System. These rules should be displayed both on brochures and information signs throughout the trails system.

- 1) **Be Courteous:** All Trail users, including bicyclist, joggers, walkers, wheelchairs, skateboarders and skaters, should be respectful of other users regardless of their mode of travel, speed, or level of skill. Never spook animals; this can be dangerous for you and other users. Respect the privacy of adjacent landowners!
- 2) **Keep Right:** Always stay to the right as you use the Trail, or stay in the lane that has been designated for your user group. The exception to this rule occurs when you need to pass another user.

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- 3) **Pass on the Left:** Pass others going in your direction on their left. Look ahead and behind to make sure that your lane is clear before you pull out and around the other user. Pass with ample separation. Do not move back to the right until you have safely gained distance and speed on the other user. Faster traffic should always yield to slower oncoming traffic.
- 4) **Give Audible Signal When Passing:** All users should give a clear warning signal before passing. This signal may be produced by voice, bell or soft horn. Voice signals might include "Passing on your left!" or "Cyclist on your left!" Always be courteous when providing the audible signal - profanity is unwarranted and unappreciated.
- 5) **Be Predictable:** Travel in a consistent and predictable manner. Always look behind before changing position on the Trail, regardless of your mode of travel.
- 6) **Control Your Bicycle:** Lack of attention, even for a second, can cause disaster - always stay alert! Maintain a safe and legal speed at all times.
- 7) **Do Not Block the Trail:** When in a group, including your pets, use no more than half the trail, so as not to block the flow of other users. If your group is approached by users from both directions, form a single line or stop and move to the far right edge of the Trail to allow safe passage by these users.
- 8) **Yield when Entering or Crossing Trails:** When entering or crossing the Trail at uncontrolled intersection, yield to traffic already using the other trail.
- 9) **The Use of Lights:** (where permitted) When using the Trail after dawn or before dusk be equipped with proper light. Cyclists should have a white light that is visible from five hundred feet to the front, and a red or amber light that is visible from five hundred feet to the rear. Other Trail users should use white lights (bright flashlights) visible two hundred fifty feet to the front, and wear light or reflective clothing.
- 10) **Do not Use this Trail Under the Influence of Alcohol or Drugs:** It is illegal to use this Trail if you have consumed alcohol in excess of the statutory limits, or if you have consumed illegal drugs. Persons who use a prescribed medication should check with their doctor or pharmacist to ensure that it will not impair their ability to safely operate a bicycle or other wheeled vehicle.
- 11) **Clean-up Your Litter:** Please keep this Trail clean and neat for other users to enjoy. Do not leave glass, paper, cans or any other debris on or near the Trail. Please clean up after your pets. Pack out what you bring in - and remember to always recycle your trash.
- 12) **Keep Pets on Leashes:** All pets must be kept on secure and tethered leashes. Keep pets off of adjacent private property. Failure to do so will result in a fine.
- 13) **Prohibition on Camp Fires:** Fires, for any purpose, are prohibited within the Trails System. Any person caught lighting a fire for any purpose will be prosecuted to the fullest extent of the law.

### **Emergency Response Plan**

In order to effectively patrol the McAlester Trails System and respond to the potential for fire, floods and other natural or human-caused disasters, McAlester shall adopt a trails emergency response plan. This plan defines a cooperative law enforcement strategy for the trail based on services required and those that are typically provided by police, sheriff, fire and EMS agencies. Specifically, all trails shall be provided with an address system that denotes specific locations along the length of a trail corridor. A site plan that illustrates points of access to each trail corridor shall be produced and kept on file. Each trail shall be designed to permit access

for law enforcement, fire and EMS agencies and vehicles that are not in excess of 6.5 tons gross vehicle weight. A system of cellular-type emergency phones located in remote sections of the trail system, providing users with access to the area 911 Emergency System should be considered by the Park Board Trails Advisory Committee.

The emergency response plan shall also define the agencies that should respond to 911 calls, and provide easy to understand routing plans and access points for emergency vehicles. Local hospitals should be notified of these routes so that they may also be familiar with the size and scope of the project. The entire Trail System shall be designed and develop to support a minimum gross vehicle weight of 6.5 tons.

### **Risk Management Plan**

The purpose of a Risk Management Plan is to increase safety for the users of the McAlester Trails System and reduce the potential for accidents to occur within the system or on lands adjacent to the system. While it is impossible to guarantee that all risk will be eliminated by the completion of a Risk Management Plan, implementation of a plan is in fact a critical step that is necessary to reduce liability and improve safety. A Risk Management Plan establishes a methodology for trail management that is based on current tort liability and case law in the United States related to the development, operation and management of public use trail lands and facilities.

The ultimate responsibility for managing the McAlester Trails System, as defined within this Plan, rests with McAlester. McAlester is considered the Risk Management Coordinator for the trail system. A Risk Management Plan has as its major goals:

- 1) Risk Identification: determining where risk (threat to safety or potential loss) exists within the corridor.
- 2) Risk Evaluation: conducting appropriate examination of areas defined as a risk and determining the factors that contribute to risk.
- 3) Risk Treatment: defining and implementing an appropriate solution to the area of risk in accordance with one of the four options:
  - a) risk avoidance--prohibiting use of a risk area.
  - b) risk reduction--limit use of area and repair risk area immediately.
  - c) risk retention--obtain waivers from all potential users of the risk area.
  - d) risk transfer--transfer risk area (property) to an agency better suited to manage the area.

The following sixteen step plan should be considered for implementation by the City of McAlester in establishing Risk Management Plans for the McAlester Trails System.

- 1) Develop a policy statement about risk management
- 2) Conduct a needs assessment of McAlester as an organization.
- 3) Determine goals and objectives for risk management - what is acceptable and not acceptable management levels.
- 4) Develop specifications for site and facility development.

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- 5) Establish a clear and concise program for risk management.
- 6) Define supervision and responsibility for risk management.
- 7) Define appropriate rules and regulations that govern the use of the trail system.
- 8) Conduct routine/systematic inspections and investigations of the trail system.
- 9) Develop an accident reporting and analysis system.
- 10) Establish procedures for handling emergencies.
- 11) Develop appropriate releases, waivers and agreements for use and management.
- 12) Identify best methods for insuring against risk.
- 13) Develop a comprehensive in-service training program for employees of McAlester.
- 14) Implement a public relations program that can effectively describe the risk management program and activities.
- 15) Conduct periodic reviews of the Risk Management Plan by outside agents to ensure that the plan is up to date.
- 16) Maintain good legal and insurance representation.

### **Liability**

The design, development, management, and operation of the McAlester Trails System must be carefully and accurately executed in order to provide a resource that protects the health and welfare of the public. Liability may occur when a facility has been under designed to handle its intended volume of use, when management of the facility is poor, or when unexpected accidents occur because the trail manager failed to recognize the possibilities of a potentially hazardous situation. To reduce the possibility and exposure to liability, the City should have in operation the following measures prior to opening the first segment of the trail:

- 1) a thorough Maintenance Program that provides the appropriate duty or level of care to greenway users;
- 2) a Risk Management Plan that appropriately covers all aspects of the trail system, and as necessary adjacent landowners;
- 3) a comprehensive working knowledge of public use laws and recent case history applicable in Oklahoma.

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Existing municipal insurance programs should be adequate to protect the City from financial loss that might occur through the development and operation of a public use trail system. Trails are no greater liability to the community than park and recreation resources. The City should review their current policies and check coverages to be certain that all aspects of its policies are up to date.

McAlester should exercise reasonable care in the design and construction of all trail facilities to reduce hazardous, public nuisance and life threatening situations. Recreational Use Statutes in Oklahoma serve to reduce the exposure to liability that adjacent landowners might expect to realize from the proximity of the trail to private property. In fact, it is very difficult to find any case law in the United States where an adjacent property owner has been sued because a trail user strayed onto the adjacent private property and fell victim to an accident that was caused by the adjacent landowner. Some landowners have claimed that their insurance rates would go up because of the presence of a trail abutting their property. Once again, there is no case history among insurance companies to support this claim — provided the landowner has not gone out of their way to create an attractive nuisance and lure trail users onto their property.

It is also important that the City not charge a fee to use any portion of the McAlester Trails System facility, because typically this may impact the way in which the recreational use statutes in Oklahoma apply to the use of the system. A voluntary donation applied to the trail system, will generally not affect the recreational use statute.

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# McAlester City Council

## AGENDA REPORT

Meeting Date: June 26, 2012 Item Number: 3  
Department: Finance  
Prepared By: Toni Ervin, CFO Account Code: \_\_\_\_\_  
Date Prepared: June 18, 2012 Budgeted Amount: \_\_\_\_\_  
Exhibits: 3

### Subject

- a) Presentation of the City of McAlester Financial Report ending May 31, 2012. *(Toni Ervin, Chief Financial Officer)*
- b) Accept and place on file the presentation of the City of McAlester Financial Report ending May 31, 2012.

### Recommendation

Accept and place on file the City of McAlester Financial Report ending May 31, 2012.

### Discussion

### Approved By

	Initial	Date
Department Head		
City Manager	P. Stasiak <i>PJS</i>	06/18/2012

# CITY OF MCALESTER

## TREASURY REPORT

MAY 2012

BANK/AGENCY	BALANCE 05/31/2012	HIGHEST BALANCE 05/31/2012
<b>FIRST NATIONAL BANK:</b>		
POOLED CASH	\$ 12,031,297	\$ 12,384,624
PAYROLL	10,502	10,970
NON UNIFORM COUNCIL	3,099	3,095
FLEXIBLE CAFETERIA	6,077	6,017
2003 A BOND EDUCATIONAL	480,573	480,573
2003B/2004 ECONOMIC DEV	109,886	183,742
STATE FORFIETURE (PD REVOLVING EVIDENCE)	18,056	18,056
EMERGENCY FUND ACCOUNT	2,742,851	2,742,851
ECONOMIC DEVELOPMENT	577,616	577,616
WORKER'S COMP	45	88
CD - Emergency - renews 6/14/11 - 1.00%	861,467	861,467
CD - CIP - renews 03/14/2011 - 0.800%	319,310	319,310
CD - Econ Dev - renews 6/14/11 - 1.00%	538,417	538,417
<b>TOTAL</b>	<b>\$ 17,699,196</b>	<b>\$ 18,126,826</b>
LESS FDIC COVERAGE	(500,000)	(500,000)
LESS MARKET VALUE OF COLLATERAL PLEDGED	(18,440,036)	(18,440,036)
<b>(OVER)/UNDER PLEDGED</b>	<b>\$ (1,240,840)</b>	<b>\$ (813,210)</b>
<b>BANK OF OKLAHOMA:</b>		
Cash:		
BOK Short-Term Cash	340,425	
<b>GENERAL FUND - CLAIM ON POOLED CASH =</b>	<b>\$ 2,097,538</b>	
<b>MPWA - CLAIM ON POOLED CASH =</b>	<b>\$ 1,591,745</b>	

**CITY OF MCALESTER**

**GENERAL FUND**

**FISCAL YEAR THRU MAY 31, 2012**

(Percentage of year completed: 91.67%)

**GENERAL FUND**

	ORIGINAL BUDGET	CURRENT BUDGET	YTD ACTUAL	% OF BUDGET
<b>BEGINNING FUND BALANCE</b>	<b>\$ 1,711,675</b>	<b>\$ 1,711,675</b>	<b>\$ 1,711,675</b>	
REVENUES	12,245,063	13,026,361	12,107,388	92.95%
EXPENDITURES	(12,740,693)	(13,208,416)	(11,179,164)	84.64%
<b>REVENUES OVER (UNDER) EXPENDITURES BEFORE TRANSFERS</b>	<b>\$ (495,630)</b>	<b>\$ (182,055)</b>	<b>\$ 928,225</b>	
TRANSFERS IN	\$ 2,337,449	\$ 2,337,449	\$ 2,265,089	96.90%
TRANSFERS OUT	(1,841,819)	(2,155,394)	(1,922,107)	89.18%
<b>NET TRANSFERS</b>	<b>\$ 495,630</b>	<b>\$ 182,055</b>	<b>\$ 342,982</b>	
<b>INCREASE (DECREASE) TO BEGINNING CARRYOVER BALANCE</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,271,206</b>	
<b>ENDING CARRYOVER BALANCE</b>	<b>\$ 1,711,675</b>	<b>\$ 1,711,675</b>	<b>\$ 2,982,881</b>	
ENCUMBRANCES OUTSTANDING	-	-	(238,765)	
<b>ENDING CARRYOVER BALANCE - UNENCUMBERED</b>	<b>\$ 1,711,675</b>	<b>\$ 1,711,675</b>	<b>\$ 2,744,117</b>	
ENDING UNENCUMBERED CARRYOVER BALANCE AS A PERCENTAGE OF ANNUAL EXPENDITURES	13.4347%	12.9590%	24.5467%	

**CITY OF MCALESTER**  
**MCALESTER PUBLIC WORKS AUTHORITY**  
**FISCAL YEAR THRU MAY 31, 2012**  
 (Percentage of year completed: 91.67%)

**MPWA FUND**

	ORIGINAL BUDGET	CURRENT BUDGET	YTD ACTUAL	% OF BUDGET
<b>BEGINNING FUND BALANCE</b>	<b>\$ 1,382,277</b>	<b>\$ 1,382,277</b>	<b>\$ 1,382,277</b>	
REVENUES	9,606,800	10,511,763	9,248,905	87.99%
EXPENDITURES	(7,269,351)	(7,703,725)	(6,275,498)	81.46%
<b>REVENUES OVER (UNDER) EXPENDITURES BEFORE TRANSFERS</b>	<b>\$ 2,337,449</b>	<b>\$ 2,808,038</b>	<b>\$ 2,973,407</b>	
TRANSFERS IN	\$ -	-	\$ -	
TRANSFERS OUT	(2,337,449)	(2,808,038)	(2,735,678)	97.42%
<b>NET TRANSFERS</b>	<b>\$ (2,337,449)</b>	<b>\$ (2,808,038)</b>	<b>\$ (2,735,678)</b>	
<b>INCREASE (DECREASE) TO BEGINNING CARRYOVER BALANCE</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 237,729</b>	
<b>ENDING CARRYOVER BALANCE</b>	<b>\$ 1,382,277</b>	<b>\$ 1,382,277</b>	<b>\$ 1,620,006</b>	
ENCUMBRANCES OUTSTANDING	-	-	(303,738)	
<b>ENDING CARRYOVER BALANCE - UNENCUMBERED</b>	<b>\$ 1,382,277</b>	<b>\$ 1,382,277</b>	<b>\$ 1,316,269</b>	
ENDING UNENCUMBERED CARRYOVER BALANCE AS A PERCENTAGE OF ANNUAL EXPENDITURES	19.0151%	17.9430%	20.9747%	



# McAlester City Council

## AGENDA REPORT

Meeting Date: June 26, 2012 Item Number: 4  
Department: Community Services  
Prepared By: Mel Priddy Account Code: \_\_\_\_\_  
Date Prepared: June 4, 2012 Budgeted Amount: \_\_\_\_\_  
Exhibits: 3

### Subject

Tabled from previous meeting: Consider and act upon an award bid to Total Investment Company for future construction of FAA AIP 3-40-0057-011 & 012-2011 and OAC Project #MLCC-12-75 at McAlester Regional Airport. This project is to improve safety area, remove obstruction and improve runway obstacle free area.

### Recommendation

Motion to approve an award bid of \$1,550,086.00 to Total Investment Company for construction of FAA AIP 3-40-0057-011 & 012-2011 and OAC Project #MLCC-12-75 at McAlester Regional Airport and authorize the mayor to sign all the required documents, the construction contract, the sponsor's certifications, and any other documents related to the FAA-AIP or OAC Project.

### Discussion

There were three bidders that presented proposals for the Project. The FAA, OAC, and the City have funded the as bid. The City has elected to award the Base Bid (only) to the lowest bidder. The lowest base bid was Total Investment Company of Guthrie, Okla. The amount of the base bid was \$1,550,086.00. LBR and the City recommends that the base bid be awarded to Total Investment Company in the amount of \$1,550,086.00 contingent upon FAA issuing a favorable environmental determination for the Project. A letter of recommendation from LBR, Inc. is enclosed for the Council's consideration. Also enclosed is a Bid Tabulation from LBR, Inc.

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	MWP	06/04/12
City Manager	P. Stasiak 	06/19/12



**LBR Inc. Airport Consultants**

June 4, 2012

Honorable Mayor and City Council  
City of McAlester  
28 E. Washington  
P.O. Box 578  
McAlester, Oklahoma 74502

Dear Mayor Harrison,

Bids to "Improve Runway 2-20 Safety Areas; Remove 2-20 Approach Surface Obstructions", FAA AIP 3-40-0057-011 & 012 -2011 and OAC Project # MLC-12-FS at McAlester Regional Airport were received Friday, September 2, 2011. The "Tabulation of Bids" is enclosed.

There were three bidders, that presented proposals. The FAA, OAC, and The City have funded the as bid. The City has elected to award the Base Bid (only) to the lowest bidder. The lowest Base Bid bidder was Total Investment Company. The amount of the Base Bid was \$1,550,086.00. LBR recommends that the Base Bid be awarded to Total Investment Company in the amount of \$1,550,086.00, contingent upon the FAA issuing a favorable environmental determination for the project. The "Notice to Proceed" cannot be issued until FAA makes a determination regarding the recent environmental issues.

The City will rebid the Alternate MALS work due to FAA required changes, to the contract documents.

Please authorize the Mayor, and City Attorney to sign all required documents, the construction contract, the sponsor's certifications, and any other documents, related to the FAA - AIP or OAC project. All referenced documents will be forthcoming from LBR Inc., OAC, and the FAA.

We sincerely thank you for allowing us to assist you with your airport consulting needs. We look forward to working with you on this most important project for the City of McAlester and the McAlester Regional Airport.

Respectfully Submitted,

Kevin Reeder, President

KR/kdr

Enclosures

# BID TABULATION

IMPROVE RUNWAY 2-20 SAFETY AREAS; REMOVE 2-20 APPROACH SURFACE OBSTRUCTIONS.  
 AIP PROJECT 3-40-0057-010-2011 AT  
 McALESTER REGIONAL AIRPORT, McALESTER, OKLAHOMA

Bus Received by  
 1:30 P.M., Friday, September 2, 2011  
 City Hall  
 McAlester, Oklahoma

Item	Description	Quantity	Unit	Total Investment Company		Atlas General Contractors, LLC		CP3 Enterprises, Inc.		Engineer's Estimate LBR Inc.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
<b>BASE BID</b>											
1	Traffic Maintenance	1	LS	\$19,116.00	\$19,116.00	\$29,700.00	\$40,194.00	\$40,194.00	\$35,000.00	\$35,000.00	\$35,000.00
2	Mobilization, Bonds and Temporary Erosion Control	1	LS	\$65,726.00	\$65,726.00	\$320,000.00	\$75,516.00	\$75,516.00	\$90,000.00	\$90,000.00	\$80,000.00
3	Relocation of Existing 6' Deer Fence - Using Existing Materials	330	LF	\$21.24	\$7,000.20	\$17.80	\$5,874.00	\$18.27	\$6,029.10	\$10.00	\$3,300.00
4	Construct New 6' Deer Fence - Furnish All New Materials	910	LF	\$33.63	\$30,603.30	\$17.80	\$16,198.00	\$24.36	\$22,167.60	\$9.00	\$8,100.00
5	Furnish and Install New 6' Tall Deer Fence Gels - 12 Feet Wide	1	Ea	\$1,475.00	\$1,475.00	\$500.00	\$1,827.00	\$1,827.00	\$800.00	\$800.00	\$800.00
6	Provide and Install Type IV Riprap, In Place	270	SY	\$36.19	\$9,771.30	\$34.00	\$9,180.00	\$93.79	\$25,323.30	\$30.00	\$8,100.00
7	Clearing and Grubbing	10	Ac	\$2,850.00	\$28,500.00	\$1,660.00	\$16,600.00	\$8,038.80	\$80,388.00	\$1,500.00	\$15,000.00
8	Unclassified Excavation; Strip Topsoil 6" Thick	35,910	CY	\$2.77	\$99,470.70	\$3.70	\$132,867.00	\$7.13	\$256,036.30	\$3.50	\$125,685.00
9	Stockpile or Waste On Airport Property	77,790	CY	\$3.13	\$243,482.70	\$5.10	\$396,729.00	\$11.51	\$895,382.90	\$3.90	\$303,370.00
10	Unclassified Excavation; Normal Excavation to Required Grades	77,790	CY	\$5.02	\$390,505.80	\$20.30	\$1,579,137.00	\$17.54	\$1,364,436.60	\$8.00	\$622,320.00
11	Borrow Excavation	35,700	CY	\$4.25	\$151,725.00	\$5.06	\$180,642.00	\$4.45	\$158,856.00	\$5.00	\$178,500.00
12	Embankment in Place; Normal Embankment to Required Grades	42,090	CY	\$3.07	\$129,216.30	\$3.10	\$130,479.00	\$6.03	\$253,802.70	\$3.50	\$147,315.00
13	Embankment in Place; Replace Topsoil, 6" Thick	35,910	CY	\$2.77	\$99,470.70	\$4.50	\$161,695.00	\$6.03	\$216,537.30	\$3.00	\$107,730.00
14	Surveying (Cross Sectioning for Engineering Use Only)	120	C. M/s	\$125.00	\$15,000.00	\$134.00	\$16,080.00	\$194.88	\$23,385.60	\$150.00	\$18,000.00
15	Remove and Waste Existing 18 Inch RCP	960	LF	\$5.49	\$5,268.00	\$8.90	\$8,544.00	\$7.67	\$7,356.60	\$40.00	\$38,400.00
16	Remove and Waste Existing Field Inlet	3	Ea	\$472.00	\$1,416.00	\$1,125.00	\$3,375.00	\$1,827.00	\$5,481.00	\$3,500.00	\$10,500.00
17	Adjust Existing Field Inlet to Grade	1	Ea	\$3,186.00	\$3,186.00	\$1,125.00	\$1,125.00	\$7,003.50	\$7,003.50	\$2,500.00	\$2,500.00
18	Remove and Waste Existing 6' Wide Concrete Flume	60	SY	\$7.08	\$424.80	\$94.00	\$5,640.00	\$11.88	\$712.80	\$20.00	\$1,200.00
19	Seeding - Temporary or Permanent (Including Fertilizing and Watering)	89	AC	\$944.00	\$84,016.00	\$1,252.00	\$111,428.00	\$1,857.45	\$165,313.05	\$1,500.00	\$133,500.00
20	Solid Slab Bermuda Sodding (Including Fertilizer and Watering)	45,000	SY	\$1.52	\$68,400.00	\$1.40	\$63,000.00	\$4.26	\$191,700.00	\$2.00	\$90,000.00
21	Remove, Store and Reinstall Existing Light Fixtures on New PCC Pads at Finished Grade	107	Ea	\$693.00	\$74,151.00	\$701.00	\$75,007.00	\$767.34	\$82,105.38	\$450.00	\$48,150.00
22	Remove, Store and Reinstall Existing Guidance Sign Elements on All New PCC Pads at Finished Grade	3	Ea	\$2,156.00	\$6,468.00	\$2,182.00	\$6,546.00	\$2,387.28	\$7,161.84	\$1,900.00	\$5,700.00
23	Adjust Duct Marker to Finished Grade	6	Ea	\$693.00	\$4,158.00	\$117.00	\$702.00	\$127.89	\$767.34	\$10.00	\$60.00
24	Adjust Airfield Lighting Vault to Finished Grade	9	Ea	\$622.00	\$5,598.00	\$634.00	\$5,706.00	\$594.26	\$5,348.34	\$500.00	\$4,500.00
25	Adjust Airfield Lighting Pull Box to Finished Grade	12	Ea	\$355.50	\$4,266.00	\$562.00	\$6,744.00	\$615.09	\$7,381.08	\$300.00	\$3,600.00
26	Insurance Premium to Add City & Engineer as Additional Insured's to Contractor's Liability Policy	1	LS	\$590.00	\$590.00	\$500.00	\$500.00	\$1,218.00	\$1,218.00	\$1,000.00	\$1,000.00

**TOTAL BASE BID** **\$1,550,086.00** **\$3,280,476.00** **\$3,902,482.33** **\$1,913,420.00**

Engineer's Estimate  
LBR Inc.

CP3 Enterprises,  
Inc.

Atlas General  
Contractors, LLC

Total Investment  
Company

Item	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount		
<b>ALTERNATE - MALS Reconstruction and Access Roads</b>													
27	Mobilization, Bonds and Temporary Erosion Control	1	LS	\$5,750.00	\$5,750.00	\$24,500.00	\$24,500.00	\$15,225.00	\$15,225.00	\$20,000.00	\$20,000.00		
28	DDOT-203 Aggregate Base Type A, 6" Thick for Access Road and Walkways	340	CY	\$51.86	\$17,632.40	\$40.50	\$13,770.00	\$91.35	\$31,038.00	\$85.00	\$28,900.00		
29	DDOT-310 Subgrade Method B	1,020	SY	\$1.44	\$1,468.80	\$3.70	\$3,774.00	\$4.76	\$4,865.20	\$20.00	\$20,400.00		
30	DDOT-325 Separator Fabric for Access Road	1,150	SY	\$4.37	\$5,025.50	\$2.30	\$2,645.00	\$4.20	\$4,830.00	\$6.00	\$6,900.00		
31	DDOT-408 Prima Coat (Est'd at 0.25 gal. per SY)	110	Gal	\$5.18	\$569.80	\$11.10	\$1,221.00	\$12.18	\$1,339.80	\$7.50	\$825.00		
32	DDOT-411 Asphalt Concrete, Type S4 (PG 64-22 OK) - Access Road, 3" Thick	80	Tn	\$143.46	\$11,476.80	\$189.00	\$15,120.00	\$207.06	\$16,564.80	\$170.00	\$13,600.00		
33	Solid Slab Bermuda Seeding (Including Fertilizer and Watering)	840	SY	\$2.01	\$1,688.40	\$1.40	\$1,176.00	\$4.63	\$3,889.20	\$3.85	\$3,234.00		
34	Construct 6" x 36" Trench with Backfill for 2" PVC	1,500	LF	\$6.97	\$10,455.00	\$5.70	\$8,550.00	\$6.21	\$9,315.00	\$3.00	\$4,500.00		
35	Construct 18" x 36" Trench with Backfill for 2" PVC	800	LF	\$12.65	\$10,120.00	\$12.25	\$9,800.00	\$13.40	\$10,720.00	\$4.00	\$3,200.00		
36	Furnish and Install Cable I/C No. 2, 600V Type THWN XLP	4,175	LF	\$5.75	\$24,006.25	\$5.60	\$23,380.00	\$6.09	\$25,425.75	\$2.25	\$9,393.75		
37	Furnish and Install Cable I/C No. 4, 600V Type THWN XLP	2,900	LF	\$2.98	\$8,642.00	\$2.80	\$8,120.00	\$3.05	\$8,745.00	\$2.50	\$7,250.00		
38	Furnish and Install No. 10 Bare Copper Wire with Ground Rods	1,500	LF	\$4.95	\$7,425.00	\$4.80	\$7,200.00	\$5.24	\$7,860.00	\$2.00	\$3,000.00		
39	Furnish and Install 2" Schedule 40 PVC Conduit, In Trench	1,500	LF	\$2.88	\$4,320.00	\$2.80	\$4,200.00	\$3.05	\$4,575.00	\$2.50	\$3,750.00		
40	Furnish and Install Electrical Handhole 2' x 3', Type A	3	Ea	\$10,102.75	\$30,308.25	\$9,800.00	\$29,400.00	\$10,700.13	\$32,100.39	\$5,500.00	\$16,500.00		
41	Remove and Store the Above-Grade Elements of Existing MALS Light Bar Fixtures (Approximately 15)	1	LS	\$14,255.50	\$14,255.50	\$12,800.00	\$12,800.00	\$15,066.66	\$15,066.66	\$10,000.00	\$10,000.00		
42	Construct MALS Light Bar at Sta. 98+00 (Existing Fixtures to be Re-Used on New LIR Mounting Height 68-40")	1	LS	\$11,178.00	\$11,178.00	\$12,200.00	\$12,200.00	\$11,838.96	\$11,838.96	\$25,900.00	\$25,900.00		
43	Construct MALS Light Bar at Sta. 95+75 (Existing Fixtures to be Re-Used on New LIR MG-20)	1	LS	\$21,206.00	\$21,206.00	\$21,900.00	\$21,900.00	\$22,459.92	\$22,459.92	\$25,000.00	\$25,000.00		
44	Construct MALS Light Bar at Sta. 93 + 75 (Existing Fixtures to be Re-Used on New LIR MG-40)	1	LS	\$43,038.75	\$43,038.75	\$42,400.00	\$42,400.00	\$45,563.65	\$45,563.65	\$40,000.00	\$40,000.00		
<b>TOTAL ALTERNATE</b>										<b>\$224,898.45</b>	<b>\$240,476.00</b>	<b>\$269,723.33</b>	<b>\$239,952.75</b>



# McAlester City Council

## AGENDA REPORT

Meeting Date:	June 26, 2012	Item Number:	5
Department:	City Manager	Account Code:	
Prepared By:	Peter J. Stasiak	Budgeted Amount:	
Date Prepared:	June 18, 2012	Exhibits:	1

### Subject

Consider, and act upon, a request from Allied Waste/Republic Services increasing the solid waste collection rate for Residential customers by 2.5% based on the increase in the CPI for Urban Wage Earners and Clerical Workers "All Items Index" Midwest Region, Size Class D (50,000 or less) and the U.S. City Average, other Motor Fuels as of April 2012.

### Recommendation

Motion to approve the new service residential rate increase of 2.5% based on the CPI for Urban Wage Earners and Clerical Workers "All Items Index" Midwest Region, Size Class D (50,000 or less) and the U.S. City Average, other Motor Fuels as of April 2012.

### Discussion

The staff recommends no increase to residents at this time. The City will absorb the increase based on what it already charges its customers. New rate effective July 1, 2012. Residential rate charged to the City for residential customers will increase from \$9.26/month to \$9.49/month.

### Approved By

Initial

Date

Department Head

City Manager

P. Stasiak

Handwritten signature of Peter J. Stasiak.

06/18/2012



June 6, 2012

Mr. Peter Stasiak  
28 E. Washington  
P.O. Box 578  
McAlester, OK 74502

Dear Mr. Stasiak,

On behalf of Allied Waste/Republic Services, I would like to thank you for the opportunity of managing the City of McAlester's municipal solid waste needs. We take pride in the quality of service that we offer to our valued customers.

Per page 10 of the current agreement, Section 5.03.01 **Effective July 1, 2012**, the new service rate is calculated using the CPI for Urban Wage Earners and Clerical Workers "All Items Index" Midwest Region, Size Class D (< 50,000) which as of April 2012 equals 2.6% (x 90%) and the U.S City Average, Other Motor Fuels as of April 2012 was 1.5% (x 10%). New rates effective July 1, 2012 are reflected on page 2 of this letter.

Information collected from [www.bls.gov](http://www.bls.gov)

**CPI-U All Items Index Midwest, Size D**

$$\frac{215.382-209.987}{209.987} = .026 \times .9 = 2.3\%$$

**CPI-U U.S. City Average, Other Motor Fuels**

$$\frac{301.363-296.815}{296.815} = .015 \times .1 = .15\%$$

**Total Adjustment 2.3% + .15% = 2.5%**

This adjustment of **2.5%** will be added to all Residential and Commercial accounts billed through the city. Please make any necessary changes in your billing system to account for this rate change. These changes will be reflected on the July invoice which will be received by the city in August 2012.

We appreciate the relationship we share with the community and will continue to provide services that exceed your expectations.

Best regards,

Russell Haywood  
Municipal Services Manager  
Republic Services/Allied Waste  
Phone: 918-704-6266  
Email: [rhaywood@republicservices.com](mailto:rhaywood@republicservices.com)



# McAlester City Council

## AGENDA REPORT

Meeting Date:	June 26, 2012	Item Number:	6
Department:	City Clerk	Account Code:	
Prepared By:	Cora Middleton	Budgeted Amount:	
Date Prepared:	June 18, 2012	Exhibits:	3

### Subject

Consider, and act upon, approval of On-site shredding agreement with Shred-it for automatic monthly shredding service at City Hall.

### Recommendation

Motion to approve agreement with Shred-it for automatic monthly On-site shredding service at City Hall.

### Discussion

This service will aid in maintaining confidentiality of customer records. It will help with storage issues by allowing the destruction of records that have met the State of Oklahoma's retention limitations set out in 11 OS 2001, Section 22-131. The company will furnish Certificates of Destruction upon service completion.

\*Note\* All shredded paper will be recycled

### Approved By

	Initial	Date
Department Head	CM	06/18/12
City Manager	P. Stasiak <i>PJS</i>	06/18/12



# CLIENT AUTOMATIC SERVICE AGREEMENT

Branch Address: 2616 S. Vermont Ave Oklahoma City, OK 73108  
Phone: 405-943-6700 Fax: 405-943-6800 Bill Turner: cell: 405-203-7022

## Client Information

### Sold To Location:

Company Name: City of McAlester Tel: (918) 423-9300 ext. 4956 Fax: \_\_\_\_\_  
Address: 28 E Washington Ave Unit: \_\_\_\_\_  
City: McAlester State: OK Zip: 74501

Are invoices paid at this location:  Yes  No Same as:  Ship to  Bill to  Payer

Please complete if invoices are not paid at this location.

Address: \_\_\_\_\_ Unit: \_\_\_\_\_  
City: \_\_\_\_\_ State: OK Zip: \_\_\_\_\_

## Contacts

Decision Maker:  
Contact Name: Peter Stasiak, City Manager Tel: (918) 423-9300 ext. 4964 Email: peter.stasiak@cityofmcalester.com

CSR:  
Contact Name: Cora Middleton Tel: (918) 423-9300 ext. 4956 Email: cora.middleton@cityofmcalester.com

A/P:  
Contact Name: Sheila Norman Tel: (918) 423-9300 ext. 4932 Email: sheila.norman@cityofmcalester.com

ALT (Alternate):  
Contact Name: \_\_\_\_\_ Tel: \_\_\_\_\_ Email: \_\_\_\_\_

Ship To Location: (service location)  Same as Sold to Multiple Service Locations:  (check here and attach location list)

Company Name: \_\_\_\_\_ Tel: \_\_\_\_\_ Fax: \_\_\_\_\_  
Address: \_\_\_\_\_ Unit: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

## Automatic Service

Security Consoles: Type Qty Type Qty Type Qty  
 Standard Console 6  Junior Console \_\_\_\_\_  Other \_\_\_\_\_  
Every  1  2  4 weeks, or \_\_\_\_\_/wk desc. \_\_\_\_\_

## Service Fee

Tiered Pricing:  (check here and attach schedule)

Billing Rate: \$8.00 (if more than 6 needed)  minute  console Minimum Charge: \$55.00 (incl. 6 std consoles AND) Flat Rate: \_\_\_\_\_

Box Billing Rate: \_\_\_\_\_

Additional Material: if needed: \$6.00 per copy/banker box, \$8.00 per file box, \$10.00 per Shred-it Blue Bag or customer hard drive

## Invoice Details

Invoice Type:  Local  Consolidated Payment Method:  Check  E.F.T. (attach E.F.T. information form)  
Note: Purchase order required  Visa  MC  AMEX  
(do not collect credit card information, branch will follow up)

I have read and agree to the Terms and Conditions on reverse:

Shred-it USA Inc. ("Shred-it") Company City of McAlester

Signed X Signed (Authorized Signature) X

Print Name Bill Turner Print Name Steve Harrison

Position Sales Executive Position Mayor

Date 5/23/12 Date \_\_\_\_\_

## Terms & Conditions of Shred-it Client Service Agreement

1. **Sole Terms.** All services provided by Shred-it to Client are subject solely to the terms contained herein and any addenda agreed to by the parties in writing and attached hereto. No term or condition on Client's purchase order or any other instrument, agreement or understanding shall be binding upon Shred-it unless agreed to by the parties in writing. All typographical and clerical errors are subject to correction.
2. **Shred-it Services.** Shred-it will provide the following services to Client:
  - (a) Shred-it will provide all consoles and other related equipment on Client's premises for the collection and storage of all of Client's paper materials ("Materials"). The number of consoles will be determined by Shred-it after discussions with Client. Additional consoles may be added to this Agreement and shall automatically become a part of and subject to the terms hereof.
  - (b) Shred-it will: (i) collect the Materials on a regularly scheduled and mutually agreed basis and (ii) destroy the Materials using a mechanical shredding device (the "Document Destruction Process").
  - (c) Within a reasonable time following completion of the Document Destruction Process, Shred-it will provide Client with a Certificate of Destruction.
  - (d) An authorized representative of Client may, at any time, inspect the Document Destruction Process.
  - (e) Shred-it will recycle or otherwise dispose of the Materials.
3. **Mass Destruction Services.** At any time during the term of this Agreement and during any Renewal Term, Client may request that Shred-it perform mass destruction services ("Purge") on a single transaction basis. Both Parties shall execute a Statement of Work setting out the fees for the Purge and the particulars of the service. Unless otherwise specified in the Statement of Work, the Purge services shall be provided in accordance with the terms and conditions set out in this Agreement. The Statement of Work will be an Addendum to this Agreement and will constitute a part of it.
4. **Consoles & Equipment.** Consoles and any other equipment provided to Client by Shred-it are the property of Shred-it. Client will not file any lien, nor allow to be filed any lien, against any such equipment and consoles. Client will keep all consoles and equipment in good working order, normal wear and tear excepted. For any consoles or equipment which are moved, damaged, stolen or lost while at Client's location, Client shall (a) pay the following replacement charge: \$100.00 per console; and (b) indemnify and hold harmless Shred-it and its affiliates and agents for any damages related to such consoles or equipment, and for any Materials which may have been located in such consoles and equipment.
5. **Service Fee.** Client will pay a "Service Fee" to Shred-it equal to the greater of (each as set forth on the cover page): (a) the Minimum Charge, or (b) the Billing Rate per minute or per container. Notwithstanding anything to the contrary, Client shall pay (i) any amount required by Shred-it, at Shred-it's sole option, if Client requests that Shred-it come to Client's location, and Shred-it agrees to do so, for any reason other than the scheduled shredding or (ii) the Minimum Charge if after Shred-it has arrived at Client's location on the scheduled shredding date and time, Client's offices are closed or Client declines shredding services without prior notification to Shred-it. The Service Fee is fixed for the first year of the Initial Term. In both the second year and third year of the Initial Term and upon subsequent automatic renewal terms, in its sole discretion, Shred-it reserves the right to increase the amount of the Service Fee from time to time (either the Minimum Charge and/or Billing Rate) up to a maximum of 7% per year, exclusive of any applicable taxes and surcharges. Shred-it will provide notice of any change in the Service Fee to Client, which notice may be in the form of an invoice. Notwithstanding the foregoing, Shred-it reserves the right to increase the Service Fee above 7% as a result of an adverse change in market conditions. Client may reject any changes to the Service Fee in excess of 7% within 30 days of receiving notice from Shred-it, provided, however, that upon such rejection by Client, Shred-it may, at its sole option, immediately terminate this Agreement without penalty to Shred-it or Client. Any rejection by Client to such changes to the Service Fee after 30 days of receiving notice from Shred-it may, at Shred-it's option, be considered a termination without cause under Section 9.
6. **Payment Terms.** Client agrees to pay the Service Fee and all other amounts due within 30-days of the date of the invoice. Any payments not received by Shred-it on the due date will be subject to an interest charge on the unpaid balance of 1.0% per month (or the maximum amount allowed by law). All payments must be in immediately available U.S. funds. The amount of any and all applicable taxes shall be added to the price and paid by Client unless Client has provided Shred-it with exemption certificates acceptable to the taxing authorities.
7. **Fuel, Environmental or Other Surcharge.** Client agrees and acknowledges that (a) Shred-it may, upon notice, at any time and from time to time, impose and adjust a fuel, environmental or other surcharge of any amount for any duration, all in its sole discretion; (b) notice of any surcharge may be in the form of an invoice; and (c) any surcharge may, from time to time, result in additional profit for Shred-it.
8. **Term of the Agreement.** This Agreement will remain in force for thirty-six (36) months ("Initial Term"). Unless a new agreement is signed by both parties, this Agreement will automatically renew (each a "Renewal Term") for additional terms of the same duration unless terminated by either party, by written notice, at least 30-days prior to the expiration of either the Initial Term or any Renewal Term. On termination by either party, Client will immediately pay Shred-it all outstanding balances for services performed by Shred-it prior to termination of the Agreement and upon the termination date, Shred-it shall have the right to retrieve its consoles and equipment from Client, wherever located.
9. **Early Termination.** In the event Client terminates this Agreement without cause, prior to the completion of the Initial Term or any Renewal Term and upon 60-days written notice to Shred-it, Shred-it shall have the right to immediately retrieve its consoles and equipment from Client, wherever located and Client must immediately pay Shred-it (a) all unpaid invoices and interest thereon as provided in Paragraph 6; (b) any attorney's fees and collection costs as provided in Paragraph 15; (c) the Service Fees due for the remaining term of the Agreement; and (d) a removal fee of \$50.00 per console. Such Service Fees for early termination shall be calculated based on the average Service Fee incurred by Client for all prior months of the Agreement multiplied by the months remaining in the Initial Term or Renewal Term.
10. **Default & Early Termination for Cause.** Either party may immediately terminate this Agreement if the other party fails to cure its breach of this Agreement within 30-days following receipt of notice of such breach. Notwithstanding anything to the contrary, in the event that Client fails to pay any amounts owing under this Agreement when due, including by reason of bankruptcy or insolvency, Shred-it may immediately cancel this Agreement in its entirety, retrieve its consoles and equipment from Client, wherever located, and Client shall be immediately liable for all amounts identified in Paragraph 9 for Early Termination, all without any Shred-it liability whatsoever to Client.
11. **Excused Performance.** In the event Shred-it is prevented, hindered or delayed from the performance of any act required hereunder by reason of strike, lock-out, acts of God, legal process, failure of power or any other similar reason not directly the fault of Shred-it, then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.
12. **Set Off.** Client will not set off invoiced amounts or any portion thereof against sums that are due or may become due from Shred-it to Client, its parent, affiliates, subsidiaries or other divisions or units.
13. **Prohibited Acts.** Client shall not: (a) store in any console any Materials considered to be highly flammable, explosive, toxic, biohazards, medical waste, or radioactive, or any other materials which are otherwise illegal, dangerous and/or unsafe, and (b) assign this Agreement to any other party without the prior written consent of Shred-it, which may be withheld in Shred-it's sole discretion.
14. **Limitation of Liability.** Shred-it is not liable for any loss or damage to or for the repair, replacement or restoration of any Materials. Shred-it's aggregate liability, if any, arising under this Agreement or the provision of services to Client is limited to the amount of the Service Fees received by Shred-it from Client during the last year of the term of this Agreement. In the case of a Purge, Shred-it's liability, if any, arising from the provision of Purge services is limited to the amount of the fees received by Shred-it for the Purge. Notwithstanding the foregoing, in no event will Shred-it be liable for any special, indirect, incidental, consequential, exemplary, or punitive damages, loss of profits or revenue, or loss of use even if informed of the possibility of such damages. To the extent permitted by applicable law, these exclusions and limitations will apply regardless of whether liability arises from breach of contract, warranty, tort (including but not limited to negligence), by operation of law, or otherwise.
15. **Indemnification, Attorney Fees & Collection Costs.** Client shall indemnify Shred-it for all costs and damages suffered by Shred-it as a result of Client's actual or threatened breach of this agreement. In addition to all other legal and equitable remedies, in the event it becomes necessary for Shred-it to enforce the terms of this Agreement, including but not limited to any action to collect sums due hereunder, Shred-it shall be entitled to an award of its reasonable attorney's fees, litigation expenses and costs of collection.
16. **Miscellaneous.** This Agreement and any addenda attached hereto and agreed to by the parties in writing, is the entire agreement between the parties, and supersedes any and all prior agreements and arrangements, whether oral or written, between the parties. No modification of this Agreement shall be binding unless in writing, attached hereto, and signed by both parties. This Agreement shall be construed in accordance with the laws of the State of Delaware, excluding its choice of law provisions. All words and phrases in this Agreement shall be construed to include the singular or plural number, and the masculine, feminine or neuter gender, as the context requires. The failure of either party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to that party under this Agreement, will not be construed as waiving that provision or any other provision, and the provision will continue in full force and effect. If any provision is found to be illegal, invalid, or otherwise unenforceable by any judicial or administrative body, the other provisions will not be affected and will remain in full force and effect. Provisions herein which by their very nature are intended to survive termination or cancellation of this Agreement will survive such termination or cancellation. Any notices to be given by one party to the other will be considered properly given if deposited in the United States Mail, postage prepaid, "Certified Mail, Return Receipt Requested," sent to the Client at its Head Office identified on the cover page, and if to Shred-it, to the respective Shred-it branch with whom the original contract was signed unless notice of a new address is given and received in accordance with this Section.



# SERVICE REQUEST

Branch Address: 2616 S. Vermont Ave Oklahoma City, OK 73108  
 Phone: 405-943-6700 Fax: 405-943-6800 Bill Turner: cell: 405-203-7022

## Client Information

### Sold To Location:

Company Name: City of McAlester Tel: 918-423-9300 Fax: 918-421-4971  
 Address: 28 E. Washington Unit: \_\_\_\_\_  
 City: McAlester State: OK Zip: 74501

Are invoices paid at this location:  Yes  No Same as:  Ship to  Bill to  Payer

Please complete if invoices are not paid at this location.

Address: \_\_\_\_\_ Unit: \_\_\_\_\_  
 City: \_\_\_\_\_ State: OK Zip: \_\_\_\_\_

Bill To Location:  Same as Sold to  Same as Ship to

Tax Type: (check here and attach certificate)  Exempt Service Certificate  Resale Certificate  Direct Buy Certificate

Company Name: City of McAlester Tel: 918-423-9300 Fax: 918-421-4971  
 Address: P.O. Box 578 Unit: \_\_\_\_\_  
 City: McAlester State: OK Zip: 74502

Payer:  Same as Sold to  Same as Bill to  Same as Ship to

Company Name: \_\_\_\_\_ Tel: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Address: \_\_\_\_\_ Unit: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

## To Be Completed By Sales Representative

Type of Business: SIC \_\_\_\_\_ Description: \_\_\_\_\_  
(please see reverse)

Security Consoles: (if more than 4 attach separate list)

Type	Dept/Floor/Location
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

ST = Standard Console MC = Mini Console 2B = 2 Bag Bin 4B = 4 Bag Bin OT = Other

Service Days/Times Restrictions: \_\_\_\_\_

Service Frequency: Every  1  2  4 weeks, or \_\_\_\_/wk

Proximity Type:  Dense  Urban  Semi-Urban  Remote Facility Type:  Strip Mall  High Rise  Low Rise

Shred Type:  Regular  High Speed  Super Speed  Double Shred  High Security Shred  Disintegrate

Customer Location Size:  0-9 Employees  10-199 Employees  200+ Employees  National Multi-Location

Start of Day Instructions: \_\_\_\_\_

Site Directions: \_\_\_\_\_

Call Ahead:  Yes  No \_\_\_\_\_

Special Instructions: \_\_\_\_\_

## For Office Use Only

Account Number: \_\_\_\_\_

Console Delivery Day: \_\_\_\_\_

Service Day:  M  T  W  T  F  S  S

First Shred Date: \_\_\_\_\_ Estimated Service Duration: \_\_\_\_\_

Week #:	Grid #:	Route #:	Sequence:	WK1 (A)	WK2 (B)	WK3 (C)	WK4 (D)
_____	_____	_____	_____	_____	_____	_____	_____

Routing Spreadsheet Updated: \_\_\_\_\_ (initials)

DSM: \_\_\_\_\_ DATE: \_\_\_\_\_ DOM: \_\_\_\_\_ DATE: \_\_\_\_\_

Category Description	SIC Code Description	4-digit SIC
Health Services	Offices and Clinics of Medical Doctors	8011
	Offices and Clinics of Dentists	8021
	Skilled Nursing Care Facilities	8051
	Hospitals, General Medical and Surgical	8062
	Medical Laboratories	8071
	Dental Laboratories	8072
	Home Health Care Services	8082
	Miscellaneous Health Services	8099
	Legal Services	Legal Services
Financial	Federal Reserve Banks (Government)	6011
	National Commercial Banks or Credit Unions	6021
	State Commercial Banks or Credit Unions	6022
	Miscellaneous Financial	6099
Insurance / Real Estate	Insurance Carriers	6399
	Insurance Agents, Brokers, and Service	6411
	Real Estate Agents and Managers	6531
	Title Offices	6541
	Developers	6552
Executive, Legislative & General Government	Executive and Government Offices	9111
	Legislative Bodies	9121
	General Government	9199

Category Description	SIC Code Description	4-digit SIC
Justice, Public Order and Safety	Courts	9211
	Police	9221
	Correctional Institutions	9223
	Fire Protection	9224
Security & Commodity Brokers	Security Brokers and Dealers	6211
	Investment Advice	6282
Business Services	Advertising Agencies	7311
	Adjustment and Collection Services	7322
	Credit Reporting Services	7323
	Commercial Photography	7335
	Commercial Art and Graphic Design	7336
	Secretarial and Court Reporting	7338
	Employment Agencies	7361
	Data Processing and Preparation	7374
	Misc Business Services	7389
	Educational Services	Elementary and Secondary Schools
Colleges and Universities		8221
Junior Colleges		8222
Libraries		8231
Misc Educational Services		8299
Business and Secretarial Schools		8244

Category Description	SIC Code Description	4-digit SIC
Social Services	Individual and Family Services	8322
	Job Training and Related Services	8331
	Child Day Care Services	8351
	Residential Care	8361
	Misc Social Services	8399
Membership Organizations	Business Associations	8611
	Professional Organizations	8621
	Labor Organizations	8631
	Misc Organizations	8699
Engineering, Accounting & Related Services	Engineering Services	8711
	Architectural Services	8712
	Surveying Services	8713
	Accounting, Auditing, and Bookkeeping	8721
	Management Consulting Services	8742
	Public Relations Services	8743
	Facilities Support Services	8744
	Automotive Services	Passenger Car Rental
Car Dealers and Gas Stations	New Car Dealers	5511
	Used Car Dealers	5521
	Gasoline Service Stations	5541
	Recreational Vehicle Dealers	5561
	Motorcycle Dealers	5571
Restaurant & Bars	Restaurants	5812
	Drinking Places and Bars	5813
Hotels and Motels	Hotels and Motels	7011

Category Description	SIC Code Description	4-digit SIC
Communications	Telephone Communication	4813
	Radio Broadcasting Stations	4832
	Television Broadcasting Stations	4833
	Cable and Other Pay Television Services	4841
	Miscellaneous Communications	4899
Chemical Products	Pharmaceutical Companies	2834
Food Stores	Grocery Stores	5411
General Merchandise Stores	Department Stores	5311
	Variety Stores	5331
	Misc General Merchandise	5399
Miscellaneous Retail	Drug Stores or Pharmacies	5912
	Office Supply Stores	5943
	Miscellaneous Retail Stores	5999
Personal Services	Funeral Service and Crematories	7261
	Tax Return Preparation Services	7291
	Misc Personal Service	7299
	Passenger Car Leasing	7515
Printing and Publishing	Misc Automotive Services	7549
	Newspapers	2711
	Magazine Printing	2721
	Book Publishing	2731
	Commercial Printing	2752
Veterinary Services	Veterinary Services	0741
Construction & Contractors	Construction & Contractors	1799



May 22, 2012

**QUOTATION PREPARED FOR:  
City of McAlester**

**Shred-it Auto Console Service: (see process next page)**

- 6 standard consoles
- Serviced every 4 weeks
- Cost per service: \$55 + approx. \$4.50 fuel surcharge
- No taxes or other fees
- Up to 10 extra boxes of paper can be shredded at auto service at \$6.00 per box
- More than 10 boxes requires a separate purge service



**Standard Console**

- Shredding performed on-site
- Shred-it is an NAID provider. NAID asked Shred-it to help them write most of their standards.
- Customer Service Representatives are uniformed, background-checked, and drug screened, & are Shred-it employees, not subcontractors
- Consoles locked, top-loaded slot prevents reaching in. Rip-proof nylon bags hold over 100 lbs. of paper and are zip lock shut and tied off when removed from console
- Bags stay in sight with customer service rep at all times.
- Shred compartment on truck has closed grate to prevent paper from blowing out while shredding in process.
- Bag turned inside out when empty to ensure of no static cling.
- Certificate of Destruction presented upon service completion on the spot. Customer responsibility for document security compliance ends upon shred.
- Certificate of Environmental Accomplishment shows # of trees saved through recycling.

Bill Turner  
Account Executive  
Shred-it

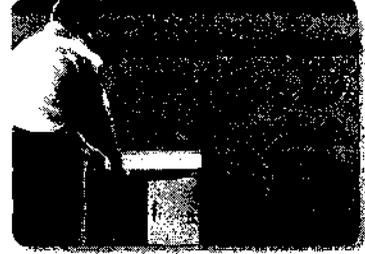
## Shred-it On-site Service Process



**STEP 1:** Confidential documents are placed into the secure locked consoles



**STEP 2:** As per your schedule, our document destruction truck arrives at your location



**STEP 3:** Documents are removed from the locked consoles and transported to the on site document destruction truck



**STEP 4:** Your documents are destroyed behind a locked security screen at your location



**STEP 5:** Once your documents are destroyed, you are issued with a Certificate of Destruction



# McAlester City Council

## AGENDA REPORT

Meeting Date: June 26, 2012 Item Number: 7  
Department: City Council  
Councilman Travis Read/  
Prepared By: Peter J. Stasiak, City Mgr. Account Code: \_\_\_\_\_  
Date Prepared: June 18, 2012 Budgeted Amount: \_\_\_\_\_  
Exhibits: 1

### Subject

Discussion on Code Violations and Condemnation Process.

### Recommendation

Discussion on Code Violations and Condemnation Process.

### Discussion

### Approved By

*Initial*

*Date*

Department Head

City Manager

P. Stasiak

Handwritten signature of Peter J. Stasiak in black ink.

06/18/2012



# McAlester City Council

## AGENDA REPORT

Meeting Date:	<u>June 26, 2012</u>	Item Number:	<u>8</u>
Department:	<u>Public Works - Engineering</u>	Account Code:	<u></u>
Prepared By:	<u>John C. Modzelewski, PE</u>	Budgeted Amount:	<u>N/A</u>
Date Prepared:	<u>June 19, 2012</u>	Exhibits:	<u>2</u>

### Subject

Consider, and act upon, the First Amendment to the Participation Agreement with the Association for Landfill Financial Assurance.

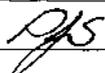
### Recommendation

Motion to approve and authorize the Mayor to sign the First Amendment to the Participation Agreement with the Association for Landfill Financial Assurance after review and approval by City Attorney's Office.

### Discussion

The City of McAlester has been a member of the Association of Landfill Financial Assurance (ALFA) since July 25, 1995. Membership in ALFA fulfills the requirements of the Oklahoma Department of Environmental Quality for financial assurance landfill closure and post-closure monitoring costs. The Participation Agreement provides that the maximum time period allowed for the City of McAlester (Participant) to make required deposits in accordance with the Funding Program ("Pay-in-Period") is thirty years from the effective date of the Agreement, which is July 25, 2025. This First Amendment to the Participation Agreement allows the Pay-in-Period to be changed from a maximum of thirty years to a period equal to the expected economic life of the Facility.

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	JCM	06/19/12
City Manager	P. Stasiak 	06/19/12

## FIRST AMENDMENT TO PARTICIPATION AGREEMENT

THIS AMENDMENT dated and entered into as of this Third day of May, 2012 (“Amendment”) is made to the Participation Agreement dated July 25, 1995, (“Agreement”) by and between the Association for Landfill Financial Assurance, an Oklahoma not for profit corporation, (“ALFA”), and the City of McAlester, an Oklahoma Municipal Corporation, (“Participant”), which constitutes the first amendment to the Agreement.

WHEREAS, ALFA was established pursuant to Title 27A, Oklahoma Statutes, §2-10-503, for the purpose of providing local government owners and operators of municipal solid waste landfills, including public trusts, with an approved financial assurance mechanism as required pursuant to Subtitle D of the Resource Conservation and Recovery Act of 1976, as amended (40 CFR 258) and statutes and regulations of the State of Oklahoma and the Oklahoma Department of Environmental Quality, (“ODEQ”);

WHEREAS, ALFA has developed a program that is incorporated into the Agreement for the purpose of helping to minimize the impact on customer rates at the Participant’s municipal solid waste landfill (“Facility”) due to financial assurance requirements (“Funding Program”);

WHEREAS, The Participant is a member of ALFA and has established a Funding Program in accordance with the terms of the Agreement and has met the requirements thereof since the Agreement’s effective date of July 25, 1995;

WHEREAS, The Participant’s Funding Program established pursuant to the Agreement provides that the maximum time period allowed for Participant to make required deposits in accordance with the Funding Program (“Pay-In Period”) is thirty (30) years from the effective date of the Agreement, which is July 25, 2025;

WHEREAS, The Participant reasonably expects that the economic life of its Facility will exceed the thirty year maximum Pay-In Period of the Agreement, thereby exceeding the thirty (30) year limit and extending beyond July 25, 2025;

WHEREAS, The terms of the Funding Program are such that the amount of annual deposits required by the Participant will increase in amount through the Pay-In Period, which, without extending beyond July 25, 2025, creates a financial hardship on the Participant that would have to be passed through to the users of its Facility in the form of higher fees and/or higher rates, which, in turn, produces a condition that is contrary to the purposes of ALFA's Funding Program;

WHEREAS, The Participant and ALFA hereby agree that the Pay-In Period be changed from a maximum of thirty (30) years to a period equal to the expected economic life of the Facility.

WHEREAS, Participant hereby acknowledges that ODEQ's security interest shall not be effected by this Amendment as required by Section 14.3 of the Agreement;

WHEREAS, The parties hereto may enter into this Amendment pursuant to Section 18.1 of the Agreement.

NOW THEREFORE, in consideration of the foregoing and for other consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, ALFA and Participant hereby agree as follows:

1. Approval of this Amendment by ODEQ is a condition precedent to its execution by the parties, which approval shall be in writing and identified as "Exhibit F: ODEQ Statement of Approval of the First Amendment to the Participation Agreement." Said Exhibit F shall be made part of Section 1.3 of the Agreement as if fully set forth therein.
2. The paragraph under Section 7.3.8 Changes in Facility Operating Life of the Agreement is hereby deleted in its entirety and replaced with the following paragraph:

"7.3.8 Changes in Facility Operating Life Since the period of time over which the Participant's total estimated current costs of closure and post-closure care is to be accumulated will affect the annual deposits into the Participant's Funding Program, the Participant shall request and submit reports to the ALFA Board of Directors from

its Consulting Engineer by no later than April 1 of each year, beginning April 1, 2012, and continuing each year thereafter, which reports shall provide an estimate of the remaining economic life of the Facility, and any other factors or events that would affect the remaining life of the Participant's facility."

3. The following sentence shall be added to the end of Section 8.4 of the Agreement:

"However, at its option, the ALFA Board of Directors may amend its agreement with the Bank whereby the Bank, for a fee or fees to be negotiated, would perform the necessary investment functions for and on behalf of ALFA, subject to the requirements of this Section 8.4."

4. The paragraph under Section 9.1.4 Maximum Period of Deposits of the Agreement is hereby deleted in its entirety and retitled and restated as follows:

9.1.4 Pay-In Period The Pay-In Period for the Participant's deposits to the Escrow shall be based on the period of years equal to the estimated economic operating life of the Facility as determined by Participant's Consulting Engineer pursuant to Section 7.3.8 and Exhibit C of the Agreement.

5. The changes to and modifications of the Agreement as presented in this Amendment are hereby made part of the Agreement as if fully set forth therein, and no other changes or modifications shall be permitted except those in this Amendment.
6. The provisions of Section 18 and Section 19 of the Agreement are hereby made part of this Amendment as if fully set forth herein.
7. The effective date of this Amendment shall be the date first written above or the date of receipt of Exhibit F as required by Item 1 of this Amendment; whichever occurs last.

IN WITNESS WHEREOF, this first Amendment to the Agreement has been executed and delivered effective as of the date first above written.

**CITY OF MCALESTER**

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

ATTEST:

By: \_\_\_\_\_  
CITY CLERK

[SEAL]

**ASSOCIATION FOR LANDFILL FINANCIAL ASSURANCE**

By: David Hounet  
CHAIRMAN

ATTEST:

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

[SEAL)

## PARTICIPATION AGREEMENT

THIS AGREEMENT made and entered into this 25th day of July, 1995, by and between the Association for Landfill Financial Assurance, an Oklahoma not for profit corporation, hereinafter referred to as "ALFA", and the McAlester Public Works Authority, an Oklahoma Trust, hereinafter referred to as "Participant".

WHEREAS, ALFA was formed to enable owners of publicly operated municipal solid waste landfills to have mechanism to meet the financial assurance requirements for closure costs and post closure care pursuant to Subtitle D of the Resource Conservation and Recovery Act of 1976, as amended (40 CFR 258) and statutes and regulations of the State of Oklahoma and the Oklahoma Department of Environmental Quality, hereinafter referred to as "ODEQ";

WHEREAS, Participant desires to become a member of ALFA in order to obtain an allowable mechanism and provide for the financial assurance required by ODEQ as available through ALFA;

WHEREAS, the Participant desires to establish a Funding Program in order to accumulate sufficient funds to properly close and provide post-closure care for its facility based on its estimates of such costs, notwithstanding any current or future legal obligation to meet the financial assurance requirements of and provide an approved mechanism for ODEQ, and to become a member of ALFA for the purpose of establishing such a funding program;

WHEREFORE, the parties hereby agree that Participant, upon the execution of this Participation Agreement, and related documents as referenced herein, shall become a member of ALFA with all rights therein conveyed, subject to the requirements stated herein.

### Section 1: Execution by Governing Body

1.1 This Agreement is being executed by the principal governing body of the Participant. Said governing body agrees and understands it will be required to execute a renewal of this Agreement on an annual basis or will be in default of the terms of the Agreement.

1.2 Said governing body hereby acknowledges the governing body of the Authority which has title to and operations of the municipal solid waste landfill will be required to execute a similar agreement prior to this Agreement taking full force and effect.

1.3 with respect to participation in ALFA for the purpose of satisfying the legal requirements for financial assurance, said governing body hereby acknowledges the following

documents shall be executed and/or that the terms of such documents shall be accepted prior to the effective date of said legal requirements, and are a condition precedent to the Participant's use of ALFA as a lawful financial assurance mechanism:

Exhibit A:	Rate Ordinance
Exhibit B:	Pledge and Security Agreement
Exhibit C:	Statement of Required Funding Program Deposits and Participation Fees
Exhibit D:	Statement of ODEQ Financial Assurance Liability
Exhibit E:	ODEQ Statement of ALFA as an Approved Method for Financial Assurance

1.4 With respect to participation in ALFA for the purpose of establishing and operating a funding program to accumulate the estimated costs of closure and post-closure care of its facility, said governing body hereby acknowledges that the terms and conditions of Exhibit C herein are hereby accepted and such acceptance is a condition precedent to this Agreement being a lawful document.

## **Section 2: Compliance With Regulatory Agencies**

2.1 The Participant hereby agrees it will comply with the terms of its Municipal Solid Waste Landfill Permit as issued by the ODEQ, and make such certification to ALFA.

2.2 Participant agrees to be monitored by ALFA by site visits for visual inspections of the MSW facility regarding compliance with its ODEQ Permit.

2.3 Participant agrees to provide ALFA with operational information of its MSW facility as required by the Board of Directors of ALFA at such times and in such form as the Board of Directors may require.

## **Section 3: ALFA Board of Directors**

3.1 Participant, upon becoming a member of ALFA, shall be entitled to participate in the organization and management of ALFA.

3.2 Participant shall have one (1) vote as a member of ALFA. Said one vote shall be represented and voted by its representative on the ALFA Board of Directors.

3.3 Participant shall name an individual to serve as a member of the Board of Directors. Said person shall be an employee or officer of the Participant.

3.4 Participant acknowledges receipt this date of a copy of the Certificate of Incorporation

of ALFA and a copy of the Draft By-laws of ALFA.

#### **Section 4: Financial Assurance Liability of Participant**

4.1 Participant understands and agrees that ALFA provides financial assurance through the "ALFA Funding Program", but ultimate financial assurance in the event of default by the Participant will be based upon the amount of financial assurance for the costs of closure costs and post-closure care as established for the Participant by the ODEQ. Said amount of "ODEQ Financial Assurance Liability" is stated in Exhibit D, attached hereto and incorporated by reference and made a part of this Agreement.

4.2 Participant, by and through this Agreement, together with the Pledge and Security Agreement which is to be executed prior to the effective date of legally required financial assurance, being Exhibit B, and upon said execution become attached hereto and incorporated by reference and made a part of this Agreement, agrees that in the event of a default which the Participant fails to cure within the time permitted under the terms of this Agreement and the accompanying documents executed on this and any subsequent dates, it shall be liable (by the terms stated herein and as stated in the attached Exhibits) for the full amount of the ODEQ financial assurance liability upon default of this and the accompanying documents and/or agreements.

4.3 In the event of a default, ALFA, on behalf of the ODEQ, will institute legal action in the appropriate jurisdiction for the collection of any deficiency of the ODEQ Financial Assurance Liability, as described in Exhibit D herein and in accordance with the provisions of Section 14.3 hereof.

#### **Section 5: Prohibition and Restriction of Use of Funds**

5.1 Deposits which are made by the Participant pursuant to this Agreement for ALFA's escrow account, as identified in Exhibit C and made in accordance with the provisions of Section 9 hereof, are intended for use to pay the Participant's estimated costs of closure and post-closure monitoring and, as necessary, any corrective action, and shall be administered by ALFA exclusively for the purposes of (a) enabling the Participant to accumulate funds in sufficient amounts to pay such costs at such time as they are expected to be incurred, and (b) providing the Participant with an allowable financial assurance mechanism as required by ODEQ pursuant to the Participant's permit for its facility.

5.2 The Participant hereby agrees that it will not be permitted to borrow from its proportionate share of ALFA's escrow account, nor will any advances be made therefrom except as needed to pay for actual closure costs and post-closure monitoring costs or corrective action costs (if said correction costs have been paid into the Escrow) in accordance with accepted closure and post-closure monitoring or corrective action plans, which plans are subject to approval by both ALFA and ODEQ.

5.3 The Participant understands and agrees that it may not use said funds in ALFA's escrow account as a pledge, nor permit any lien to be placed thereon, nor assign any security interest for any indebtedness nor otherwise encumber said funds or provide as collateral for any other purpose except for those specifically authorized herein. Any violation of this section shall be deemed an event of default of the terms of this Agreement.

#### **Section 6: ALFA As A Financial Assurance Mechanism**

6.1 The Participant hereby acknowledges that ALFA shall have been approved by the ODEQ as an allowable financial assurance mechanism under existing federal and state laws and regulations prior to the effective date requiring such mechanism, which approval shall be provided in Exhibit E hereof, and that, upon the execution of this Agreement, the participant shall become a member of ALFA, which action shall represent the acquisition by the Participant of said legally required and allowable financial assurance mechanism for its facility. In respect of its membership to provide said mechanism, the Participant hereby designates ALFA as its representative in all matters regarding compliance with all required financial assurances for its facility.

6.2 During the term of this Agreement, the Participant agrees that it shall use its membership in ALFA to meet all of the financial assurance obligations related to its facility for each and every activity requiring such assurance and that it shall not obtain or acquire any other allowable mechanism as a supplement or addition to its ALFA membership for any of the activities at the Participant's facility which, by law or regulation, require such an assurance mechanism.

6.3 The Participant hereby agrees that, even though no legal obligation may exist to obtain a financial assurance mechanism until after the effective date of this Agreement, or that such a legal obligation, even if in full force and effect during the term of this Agreement, may be suspended, rescinded, revoked, or cancelled during said term, the Participant shall nonetheless perform its obligations as provided herein.

#### **Section 7: Participant's Funding Program**

7.1 The Participant hereby acknowledges that, in addition to becoming a member of ALFA to provide a financial assurance mechanism for its facility, another consideration of the Participant, through this Agreement, is to use its ALFA membership in order to establish an effective means for accumulating the requisite funds which it believes will be sufficient to close and provide post-closure care for its landfill in accordance with its own site specific plans for those activities; which consideration is hereafter referred to as the "Funding Program." The Participant hereby authorizes ALFA to manage and maintain its Funding Program on its behalf in accordance with the provisions herein.

7.2 The Participant further acknowledges and agrees that the amounts to be accumulated in its Funding Program and the amounts required by the ODEQ for legally mandated financial assurance are independent, separate and distinct values and that the amounts in the Funding

Program shall be based on the Participant's site specific needs and local costs for providing closure and post-closure care of its facility, but that the financial assurance amounts established by ODEQ shall be based on ODEQ's estimated costs of hiring a third party contractor to provide the closure and post-closure care for the Participant's facility. Notwithstanding such variations in amounts, through the establishment of its Funding Program with ALFA, the Participant shall be deemed to have met its legal financial assurance obligation and, simultaneously therewith, shall have established a financial assurance mechanism in a form approved and accepted by ODEQ.

7.3 ALFA shall administer the Funding Program on behalf of the Participant and the Participant agrees to the following terms and conditions to use the Funding Program:

7.3.1 Closure Costs The Participant shall estimate closure costs to include all labor, services, materials, supplies, and equipment required to permanently close the entire facility as currently permitted by the ODEQ, even if portions of the facility have not yet received waste. Such costs shall be stated in current dollars. If applicable, the estimated costs may be made specific to each cell if the cell will be permanently closed once it has reached capacity. Estimated closure costs shall not include intermediate cover or activities involving the temporary closure of individual cells or other areas of the facility. Estimated closure costs shall be adjusted no less than annually for the effects of inflation and for any other changes affecting costs as described in this Section 7.3.

7.3.2 Post-Closure Maintenance Costs The Participant shall estimate the annual average post-closure maintenance costs for its facility to include all labor, services, materials, supplies, and equipment required to monitor, repair, and maintain the entire facility over a thirty (30) year period following permanent closure of the facility or for such other period as approved by the ODEQ. Such costs shall be stated in current dollars. Estimated annual post-closure costs shall be adjusted no less than annually for the effects of inflation and for any other changes affecting costs as described in this Section 7.3.

7.3.3 Discounting Post-Closure Care Costs to Present Values Subject to approval by the ALFA Board of Directors, the Participant's estimated total costs of post-closure maintenance expected to be incurred during the entire post-closure period may be discounted to a present value. Such discounting shall be calculated each year based on the then adjusted annual estimated costs of post-closure maintenance by applying an estimated inflation rate to such costs over a thirty (30) year period, calculating the present values of each annual inflated cost using the current investment yield on funds held in the Funding Program, and then adding together the present value amounts so determined for the thirty (30) year period. The resulting total then represents the discounted value of the total estimated post-closure care costs to be accumulated by the Participant through the Funding Program. This method may be amended by the ALFA Board of Directors.

7.3.4 Cost Recovery and Allowances Subject to approval by the ALFA Board of Directors, the Participant may request and receive a reduction in its estimated total costs of closure and post-closure maintenance which is reasonably expected to result from such activities as the sale

of surplus vehicles and other equipment, the use of materials and/or labor for closure available to the Participant that would not need to be purchased, even if such materials are not located on the permitted site, and any net revenues to be derived from the sale or lease of the facility or from the recovery and sale of certain landfill products during the post-closure period. In consideration thereof, the Participant agrees that the cash proceeds and/or cost allowances as may be approved by ALFA shall be applied directly to and used as a reduction of the actual costs of closure and post-closure care. ALFA shall review the amounts allowed for all such cost recovery and allowances annually and reserves the right to make such changes thereto as it deems appropriate.

7.3.5 Other Capital Costs Subject to the approval of the ALFA Board of Directors, the Participant may establish a separate program with ALFA to accumulate funds for any other programs for their facilities in accordance with plans approved by the ODEQ, or to accumulate additional capital for use in the purchase of equipment, or to make other planned capital outlays which are directly related to the Participant's facility. ALFA reserves the right to impose a special fee in addition to the Participation Fee for this service.

7.3.6 Contingency Percentage An addition of ten percent (10%) shall be added to the estimated costs of closure and post-closure maintenance, including any subsequent cost adjustments, to help insure that funds accumulated for these activities will be sufficient when needed. Any unused portion of the amounts added for contingency and determined to be unnecessary when actual costs are incurred shall be returned to the Participant. ALFA reserves the right to change this contingency percentage rate.

7.3.7 Inflation Adjustment The sum of the costs to be accumulated through the Funding Program shall be adjusted annually on the basis of changes in inflation. The inflation index to be used for determining such changes shall be established by the ALFA Board of Directors. The percentage change in the designated inflation index from one year to the next shall be applied to the Participant's total estimated current costs of closure and post-closure care, including the calculated amounts for contingencies. The inflation adjustment shall be applied to the Participant's cost estimates beginning April 1, 1996, and on April 1, of each year thereafter through the facility's post-closure period.

7.3.8 Changes in Facility Operating Life Since the period of time over which the Participant's total estimated current costs of closure and post-closure care is to be accumulated will affect the payments into the Participant's Funding Program, the Participant shall submit periodic reports to the ALFA Board of Directors at such times and in such format approved by ALFA, which reports shall provide, at a minimum, information on waste volumes received, compaction ratios, cover material used, and other factors or events that would affect the remaining life of the Participant's facility.

7.3.9 Permit Modifications Adjustments to the Participant's Funding Program shall also be made in the event the Participant obtains a modification to its permitted site for vertical or lateral expansions, or when certain areas of the site are found to be unusable. Since such permit

modifications will affect both the size and capacity of the facility, the result will be a change in the total costs to be funded and/or in the remaining useful life of the facility. The amount of any adjustments to the Funding Program shall be determined by the ALFA Board of Directors and shall not be made effective until such permit modifications have been approved by the ODEQ.

7.3.10 Plan Modifications Changes in the Participant's operating, closure, or post-closure care plans for its facility may also result in adjustments to the Participant's Funding Program. Changes may include, without limitation, the use of different technologies, such as synthetic liners or cover materials, or the acquisition of volume reduction equipment, such as bailers, shredders, or compactors, or the implementation of composting and/or on-site recycling systems. The Participant agrees to provide the ALFA Board of Directors with any information regarding such plan modifications or changes no later than ninety (90) calendar days prior to the implementation of such modifications or changes. The amount of any related adjustments to the Participant's Funding Program shall be determined by the ALFA Board of Directors and shall not be made effective until such modifications or changes have received appropriate approvals from ODEQ and ALFA and have been implemented.

7.3.11 New or Multiple Disposal Facilities The Participant hereby agrees that a separate Funding Program shall be established with ALFA for each municipal solid waste disposal facility the Participant owns and operates. In the event the Participant acquires and receives a permit to operate one or more additional disposal facilities during the term of this Agreement, the Participant shall establish a Funding Program with ALFA for each such facility. The amounts for each Funding Program shall be determined in accordance with the provisions of this Section 7.3. Both ALFA and the Participant hereby agree that they shall establish, operate, and maintain each Funding Program separately and shall not combine them.

7.3.12 Transfer of Ownership in the Facility If, at any time during the term of this Agreement, the Participant sells or otherwise conveys ownership of its facility to a nongovernmental entity, then this Agreement shall terminate and the Participant shall be entitled to receive the accumulated balances in its Funding Program as of the date of such transfer; provided, that ALFA may be entitled to liquidated damages for early termination in accordance with the provisions of Section 13 hereof. However, if the Participant sells or otherwise conveys ownership of its facility to another governmental entity during the term of this Agreement, then, subject to the approval and acceptance of the new facility owner by the ALFA Board of Directors, the Participant's interest in the Funding Program may be assigned, along with this Agreement, to the new governmental owner.

## **Section 8: ALFA'S Escrow Account**

8.1 ALFA shall establish and maintain an escrow account, hereafter referred to as the "Escrow," with a qualified financial institution legally authorized to provide escrow account services and whose operations are regulated and examined by appropriate federal and/or state agencies. The ALFA Board of Directors shall select such a qualified financial institution to provide

services in connection with the Escrow, hereafter referred to as the "Bank". The Bank shall be located in the State of Oklahoma.

8.2 The Escrow shall be utilized by ALFA on behalf of the Participant for the purpose of establishing and managing the Funding Program related to the Participant's facility. The Participant hereby acknowledges that all such funds remitted to ALFA for that purpose shall be pooled in the Escrow along with the funds of all other ALFA participants. In recognition of this commingling effect, ALFA shall establish such financial records as may be needed to properly identify and separately account for the Participant's proportionate share of the Escrow. The ALFA Board of Directors shall provide such accounting information to the Participant no less often than annually and at such other times and in such detail as the Participant and ALFA determine is appropriate.

8.3 The parties hereto agree that the Participant's proportionate share of the Escrow shall not be made available to nor be used for the benefit of any other ALFA participant. In addition, ALFA agrees that it shall not permit any lien or claims against the Escrow, except in the event of noncompliance by the Participant with the ODEQ's financial assurance requirements, nor use the Escrow as a pledge of or security for any borrowings, nor otherwise permit any encumbrances of the Escrow that would result in a dilution of the Participant's interest therein.

8.4 The ALFA Board of Directors shall determine the types and amounts of all investments to be made from available funds in the Escrow and shall direct the Bank to purchase, reinvest, or sell such investments; provided, that all investments so made, but excluding therefrom any investments in obligations of the United States Treasury, shall be federally insured or guaranteed and, as needed due to the limits of such insurance or guarantee, secured by or collateralized with United States Treasury obligations, which obligations shall be provided by the Bank.

## **Section 9: Escrow Account Deposits**

9.1 The Participant hereby agrees that the ALFA Board of Directors shall determine the amount and frequency of the Participant's required deposits to the Escrow in connection with the Participant's Funding Program in accordance with the following terms and conditions:

9.1.1 Participation After June 30, 1995 - In the event the Participant held and was in compliance with a municipal solid waste disposal facility permit issued by ODEQ, and was otherwise eligible for membership in ALFA on and as of June 30, 1995, but for any reason elected to delay said membership until after such date, the Participant hereby agrees that it shall nonetheless make an initial deposit to the Escrow in an amount equal to the balance of its proportionate share of the Escrow that it would have accumulated from June 30, 1995, to the date of its initial deposit to the Escrow, which amount shall also include all investment income that would have been earned during the period of the delay in becoming a member of ALFA, all fees and charges to the Bank for Escrow services during said period, and any other amounts as determined by the ALFA Board of Directors to be appropriate as a result of said delayed

membership.

9.1.2 Method of Deposit The Participant shall remit all required deposit for the Escrow directly to the Bank only by means of check, draft, wire transfer, or warrant, which instrument shall be made payable to the "ALFA Escrow Account." The Participant shall provide contemporaneous notice of all such deposits to ALFA.

9.1.3 Timing of Deposits Deposits to the Escrow shall be made in advance, beginning on or before June 30, 1995, and annually on or before April 1 of each year thereafter in such amounts as ALFA determines by formula. Except for the initial deposit, and subject to approval of the ALFA Board of Directors, the Participant may make deposits to the Escrow more frequently than once per year, provided, that the sum of all such deposits is not less than the total annual amount required.

9.1.4 Maximum Period of Deposits Deposits shall be scheduled to cover the period of years equal to the expected operating life of the Participant's facility up to a maximum of thirty (30) years. Subject to approval of the ALFA Board of Directors, if the Participant's facility is expected to operate for more than 30 years, then the Participant may receive the excess balances, if any, of its proportionate share of the Escrow which are not needed for the then estimated amounts of closure and post-closure care costs beginning in the 31st year.

9.1.5 Method of Calculating Deposits The amounts required for the initial and all subsequent deposits due from the Participant for the Escrow shall be based on the total estimated current costs of closure and post-closure care of the facility determined in accordance with the Participant's plans for those activities, as approved by the ALFA Board of Directors, and shall be calculated as a variable sinking fund payment in accordance with the formula as stated in Exhibit C.

9.1.6 Adjustments to Deposits The Participant's deposits to the Escrow required after the initial deposit shall be adjusted upward or downward, as necessary, in accordance with the variable sinking fund payment formula defined under Section 9.1.5 above to account for the Participant's accumulated proportionate share of the Escrow plus any changes in estimated costs due to inflation, the remaining life of the Participant's facility, and any modifications made to the facility's permit or to the Participant's operating, closure, or post-closure maintenance plans for the facility. Such deposits shall be further adjusted to account for the estimated investment yield on Escrow investments for the succeeding twelve (12) month period as determined by the ALFA Board of Directors.

9.1.7 Amount and Frequency of Deposits The Participant may make deposits to the Escrow in amounts greater than the required amounts or in advance of the dates such deposits are due subject to approval of the ALFA Board of Directors.

9.1.8 Insufficient and Delinquent Deposits In the event the Participant makes deposits

in amounts less than the amounts required, or makes deposits at times later than the dates such deposits are due, then the Participant shall be subject to the payment of liquidated damages to ALFA in such amounts as determined by the ALFA Board of Directors. Failure to make any required deposit within forty-five (45) calendar days after its due date shall be deemed an event of default.

9.1.9 Deposits for Corrective Action and Other Funding Programs The ALFA Board of Directors shall determine the amount and frequency of the Participant's required deposits to the Escrow in connection with the funding of any corrective action programs in accordance with Section 11 hereof and for deposits made in connection with any other special funding programs authorized by the ALFA Board of Directors to be established for the Participant through the Escrow in accordance with Section 7.3.5 hereof.

## **Section 10: Escrow Account Disbursements**

10.1 The participant hereby agrees that the ALFA Board of Directors shall determine the disbursements to be made from the Escrow to the Participant in connection with the Participant's Funding Program in accordance with the following terms and conditions:

10.1.1 Method of Disbursement All disbursements payable to the Participant in accordance with this Section shall be made by check drawn against the Escrow.

10.1.2 Payments to the Bank All fees payable to the Bank in connection with the services provided for the Escrow shall be paid directly from the Escrow to the Bank upon proper authorization of the ALFA Board of Directors or in accordance with the terms of an agreement with the Bank.

10.1.3 Disbursements to Pay Closure Costs Subject to the submission to and acceptance by the ALFA Board of Directors of appropriate documentation, including current cost estimates, contracts, affidavits, and bids, from the Participant supporting the amounts needed to permanently close any portion of the facility, including the entire facility, ALFA shall authorize the disbursement of funds to the Participant, including partial disbursements, in an amount or amounts not to exceed the Participant's proportionate share of the Escrow for the limited purpose of proceeding with such closure activities. The Participant shall also certify to ALFA that its closure plans have received prior approval from the ODEQ and that it shall not use the funds so disbursed to remedy any event of noncompliance with then existing laws and regulations pertaining to the Participant's facility, nor to provide corrective action or perform remedial work at the facility, nor for any other unrelated purposes.

10.1.4 Escrow Balance Insufficient to Pay Closure Costs In the event and to the extent that the accumulated value of the Participant's proportionate share of the Escrow dedicated specifically for the purpose of funding the Participant's closure costs is less than the actual costs of such closure to be incurred by the Participant, then the Participant shall use its own financial

or other resources to make up for such shortages and shall demonstrate to the satisfaction of the ALFA Board of Directors that such resources have been used to perform the requisite closure activities prior to receiving any disbursement of funds from the Escrow for this purpose.

10.1.5 Disbursement of Residual Escrow Balances After Closure Subject to proper documentation delivered to the ALFA Board of Directors from the Participant's consulting engineers and from the ODEQ certifying that all closure activities at the Participant's facility have been completed, the residual balance of the Participant's proportionate share of the Escrow, if any, that was to be used specifically for the purpose of funding the Participant's closure costs shall be disbursed to the Participant, or transferred to the Participants Post-Closure Care Escrow Account.

10.1.6 Disbursements to Pay Post-Closure Costs Subject to the annual submission to and acceptance by the ALFA Board of Directors of appropriate documentation, including current cost estimates, contracts, affidavits, and bids, from the Participant supporting amounts needed to perform post-closure maintenance activities for any portion of the facility, including the entire facility, during the succeeding twelve (12) month period, ALFA shall authorize the disbursement of funds to the Participant, including partial disbursements, in an amount or amounts not to exceed the Participant's proportionate share of the Escrow for the limited purpose of conducting such post-closure maintenance activities over the next twelve (12) month period. The Participant shall also certify that its post-closure plans have received prior approval from ODEQ and that it shall not use the funds so disbursed to remedy any event of noncompliance with then existing laws and regulations pertaining to the Participant's facility nor to provide corrective action or perform remedial work at the facility, nor for any other unrelated purposes. Disbursements to be made pursuant to this Section shall be no more frequently than once per year to the Participant.

10.1.7 Escrow Balance Insufficient to Pay Post-Closure Costs In the event and to the extent that the accumulated value of the Participant's proportionate share of the Escrow dedicated specifically for the purpose of funding the Participant's annual post-closure maintenance costs is less than the actual costs of such annual post-closure care to be incurred by the Participant, then the Participant shall use its own financial or other resources to make up for such shortages and shall demonstrate to the satisfaction of the ALFA board of Directors that such resources have been used to perform the requisite post-closure maintenance activities prior to receiving any disbursement of funds from the Escrow for this purpose.

10.1.8 Disbursement of Residual Escrow Balances After Post-Closure Residual amounts, if any, remaining in the Participant's proportionate share of the Escrow at the end of the post-closure maintenance period shall be disbursed to the Participant upon certification by the ODEQ that the Participant is released from the obligation to provide any further post-closure maintenance for the facility. The parties hereto agree that upon such an occurrence, this Agreement shall terminate.

10.1.9 Participation Fee Transfers During Post-Closure The Participant hereby agrees that, during the post-closure maintenance period of its facility, the annual Participation Fee

due ALFA shall be paid directly from the Participant's proportionate share of the Escrow and transferred to ALFA's Operating Account.

10.1.10 Disbursements for Corrective Action and Other Funding Programs. The ALFA Board of Directors shall determine the terms and conditions of disbursements to be made to the Participant in connection with any corrective action programs as required in Section 11 hereof and for any other special funding program established for the Participant through the Escrow in accordance with Section 7.3.5 hereof.

### **Section 11: Corrective Action Requirements of ODEQ**

11.1 In the event the Participant's facility becomes the subject of an Order for Corrective Action issued by the ODEQ or the USEPA, pursuant to Oklahoma regulations or federal Subtitle D requirements, all costs associated with said corrective action shall become a part of the Participant's Funding Program and financial assurance obligation, in addition to the Escrow funds in such amount as having previously been determined by the formula as stated in Exhibit C.

11.2 Upon notification by ODEQ or EPA of a corrective action requirement by the Participant, Exhibits C and D herein shall be revised to include the amounts necessary the Participant to pay for and provide financial assurance for said corrective action programs.

11.3 The Participant's deposits to and disbursements from the Escrow for the purpose of meeting its corrective action obligations shall be determined in accordance with Section 9.1.8 herein for deposits and Section 10.1.10 herein for disbursements.

### **Section 12: ALFA Participation Fees**

12.1 The Participant agrees to pay a proportionate share of ALFA's annual operating expenditures as a "Participation Fee." Except for the initial Participation Fee, all subsequent Participation Fees shall be determined by the ALFA Board of Directors based on ALFA's projected operating revenues, operating expenditures, and net income or losses equitably distributed among all ALFA participants.

12.2 The Participant hereby agrees to pay an initial Participation Fee in the amount identified in Exhibit C hereof, which amount shall be due and payable to ALFA on the date this Agreement is executed by the Participant. This Agreement shall not be in full force or effect until this initial Participation Fee has been paid to and received by ALFA.

12.3 Except for the initial Participation Fee, all subsequent Participation Fees shall be due and payable to ALFA by July 1 of each year beginning July 1, 1995 and shall cover ALFA's fiscal year. Failure by the Participant to pay the Participation Fee within forty-five (45) days after July 1, shall constitute a default of this Agreement.

12.4 In the event the ALFA Board of Directors determines that a supplemental Participation Fee is needed for additional operating expenses resulting from extraordinary events or the occurrence of unforeseen circumstances during ALFA's fiscal year, the Participant agrees to pay its proportionate share of this supplemental Participation Fee in the amounts and at the times required by the ALFA Board of Directors.

12.5 To the extent ALFA's Operating Account, as the depository for the Participation Fees, is estimated to result in a surplus of funds at the end of its fiscal year, the ALFA Board of Directors shall determine the use of such surplus funds, including whether they shall be applied in the form of a budget carryover to reduce the following year's Participation Fees for all ALFA members or for other such items as the Board may deem to be in the best interest of ALFA.

### **Section 13: Term and Termination of the Agreement**

13.1 It is the intent of the parties hereto that the term of this Agreement shall be continuous through the period ending when ODEQ releases the Participant from any further requirements to provide post-closure care for the Participant's facility. Upon such an occurrence, and upon receipt by the Participant of any residual balances of the Participant's proportionate share of the Escrow, this Agreement shall terminate.

13.2 Either party may terminate this Agreement upon one hundred and eighty (180) days notice to the other party. Subject to the provisions of this Section 13, the Participant shall receive from ALFA its proportionate share of the Escrow as of the termination date, which amount shall be remitted to the Participant by ALFA within thirty (30) days after said termination date.

13.3 If the Participant elects to terminate this Agreement at any time within thirty (30) years from the date hereof, and if legally required financial assurance applicable to the Participant's facility is in force and effect, then the Participant agrees to pay to ALFA from the Participant's proportionate share of the Escrow liquidated damages created by such termination in accordance with the following formula:

Liquidated Damages for Early Termination =  
 $FP \times 10\% \times (YR / 30)$ ; where,

FP = Total value of Member's Funding Program on the termination date, and,  
YR = 30 years minus the number of years elapsed to the termination date.

In the event that the Participant's proportionate share of the Escrow is less than the amount determined by the formula calculated as described above, then the Participant shall forfeit the entire balance to ALFA as payment for liquidated damages.

13.4 The Participant's proportionate share of the Escrow remitted pursuant to this Section

12 shall be reduced by the amount of any liquidated damages payable to ALFA as required in accordance with the provisions of this Agreement.

13.5 No such liquidated damages shall be due ALFA if the Participant terminates this Agreement (a) during the period of time, when no legal requirement is in effect obligating the Participant to provide financial assurance for its facility, or (b) if ALFA terminates this Agreement, or (c) in the event of a determination of taxability pursuant to the provisions of Section 15 hereof, or (d) at any time after thirty (30) years from the date hereof.

#### **Section 14: Events of Default**

14.1 The following actions or occurrences shall be deemed an event of default of this Agreement and shall include noncompliance with the terms of any related agreements, ordinances, or resolutions executed or adopted pursuant to this Agreement.

14.1.1 Failure by the Participant to make deposits to the Escrow and/or to pay Participation Fees as determined by ALFA in accordance with the provisions hereof.

14.1.2 Failure of the Participant to comply with the terms and conditions of the permit for its facility as issued by ODEQ or as stated in any Notice of Violation as may be issued by ODEQ or by the United States Environmental Protection Agency, hereafter referred to as "USEPA," to the Participant.

14.1.3 Failure by the Participant to cure any violation of its facility permit within the time period specified by ODEQ or the USEPA.

14.1.4 Failure by the Participant to appropriate funds and/or budget for the required deposits to the Escrow and the ALFA Participation Fees.

14.1.5 Failure by the Participant to forbear from allowing liens, pledges, or assignments of security interests against the Participant's proportionate share of the Escrow.

14.2 An event of default shall be deemed to have occurred upon the failure by the Participant to cure any defect or violation of this Agreement or any document attached hereto as an exhibit within ten (10) days of notice of such violation, unless specifically provided for otherwise herein.

14.3 Upon notice to ALFA of delivery of a lawful claim from ODEQ to the Participant for payment of the financial assurance liability from the Participant in the amount as established in Exhibit D hereof, the Participant shall immediately deposit to the Escrow an amount equal to the shortfall, if any, between the ODEQ Financial Assurance Liability due ODEQ and the Participant's proportionate share of the Escrow as of the date of such notice from ODEQ. Any sums remaining in excess of the amount to perform the ODEQ closure shall be reimbursed to the Participant after

the closure of the facility has been paid.

14.3.1 If the Participant fails to make up any shortages in the Escrow as may be needed to meet its financial assurance obligation pursuant to this Section 14.3, then the Participant agrees that it shall waive its rights to defend against such legal action as ALFA may elect to take against it pursuant to Section 4.2 of this Agreement.

14.3.2 The Participant hereby further agrees that, by virtue of the operation of this Section 14.3, (a) this Agreement shall terminate effective as of the date of the notice from ODEQ is received by ALFA, and (b) all Participant's title and interest in the Escrow shall be forfeited to and released to ALFA; provided, that ALFA shall concurrently assign such title and interest to ODEQ in an amount not to exceed the Participant's financial assurance liability as set forth in Exhibit C.

14.3.3 In the event that the Participant's proportionate share of the escrow is more than the financial assurance liability to ODEQ, ALFA shall retain such excess, regardless of amount, as liquidated damages resulting from the Participant's default.

14.3.4 This Section 14.3 shall survive the termination of this Agreement.

#### **Section 15: Determination of Taxability**

In the event any of the income of or property held by ALFA, including any investments, investment earnings on or capital gains from the sale of investments in the Escrow, is determined by a federal, state, or local government taxing authority to be subject to the liability for and payment of income tax or ad valorem tax, then the Board of Directors, at its sole option, immediately terminate this Agreement with each participant and direct that funds held by ALFA be transferred to a Public Trust formed to accomplish the purposes as set forth in the Certificate of Incorporation of ALFA; provided, that a determination of taxability shall not apply to the "unrelated business income" of ALFA, if any, where that term is within the meaning ascribed in the United States Internal Revenue Code.

#### **Section 16: Participant's Right to Audit**

16.1 ALFA agrees that such books, records, documents, accounting procedures, practices, or any other items relating to this Agreement are subject to examination by the Participant.

16.2 The Participant or any of its authorized representatives shall have access to all books, records, documents, computer models, and other evidence for the purpose of inspection, auditing, and copying during normal business hours. ALFA shall provide proper facilities for such access and inspection.

16.3 Audits conducted under this provision shall be in accordance with generally accepted

auditing standards and with established procedures and guidelines of the Participant or the Participant's authorized representatives.

16.4 ALFA agrees to disclose all information and reports resulting from access to records under this Section 16 to any of the Participant's representatives authorized to receive such information or reports.

16.5 ALFA's records shall be maintained during the term of this Agreement and for five (5) years after the termination thereof. In addition, any records which relate to any controversy arising, litigation, or the settlement of claims arising out of ALFA's performance or to costs or times to which an audit exception has been taken shall be maintained by ALFA for at least two (2) years after such controversy or exception has been resolved.

16.6 Access to records is not limited to the required retention periods. The Participant's authorized representatives shall have access to records at any reasonable time for so long as the records are maintained.

### **Section 17: Assignment**

17.1 The interests of the parties under this Agreement shall not be assignable without the prior written consent of the other party, which shall not be unreasonably withheld, and shall be given within thirty (30) days after written notice of such assignment.

17.2 The interests of the Participant under this Agreement shall not be assignable to any party that is not a local government entity in Oklahoma in accordance with Section 7.3.12 hereof.

17.3 The interests of ALFA under this Agreement shall not be assignable to any party that is not exempt from the liability for the assessment and payment of federal income taxes.

17.4 The interests of the parties under this Agreement shall not be assignable where such interests are intended for use as a pledge of or security for any indebtedness or in favor of any person.

### **Section 18: Miscellaneous Provisions**

18.1 Relationship of Parties Except as otherwise provided herein, no party to this Agreement shall have any responsibility of any kind or in any form with respect to services provided or contractual obligations assumed by another party and nothing in this Agreement shall be deemed to constitute any party a partner, agent, or legal representative of any other party or to create any fiduciary relationship between or among the parties.

18.1 Modifications This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties; provided, that the parties agree that Exhibit C and

Exhibit D shall be modified beginning on or before April 1, 1996, and on or before April 1 of each year thereafter.

18.2 Waiver The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

18.3 Severability If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

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

18.5 Headings Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement.

18.6 Entire Agreement This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

18.7 Counterparts This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original, but all of which taken together shall be deemed a single instrument.

#### **Section 19: Notices**

19.1 All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

**ALFA:** Association for Landfill Financial Assurance  
Attention: Mark S. Schwartz  
Suite 1100  
119 North Robinson  
Oklahoma City, OK 73102

**PARTICIPANT:** McAlester Public Works Authority  
Attention: Mr. Randy Green, City Manager  
P.O. Box 578  
McAlester, OK 74502

19.2 Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

IN WITNESS WHEREOF, this Agreement has been executed and delivered effective as of the date first above written.

**MCALESTER PUBLIC WORKS AUTHORITY**

By: *Robert Covington*  
CHAIRMAN

ATTEST:

By: *Lolita Lang*  
SECRETARY

[SEAL]

**ASSOCIATION FOR LANDFILL FINANCIAL ASSURANCE**

By: *Kent Sten*

ATTEST: *Maui Adams*  
Secretary

[CORPORATE SEAL]

EXHIBIT A

INDUCEMENT TO BECOME A MEMBER OF THE  
ASSOCIATION FOR LANDFILL FINANCIAL ASSURANCE

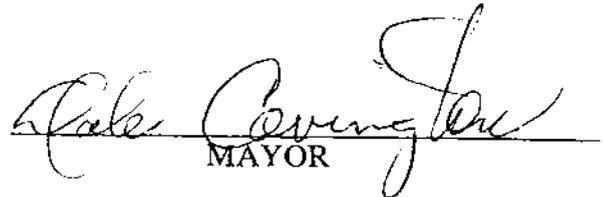
CITY OF McALESTER  
MUNICIPAL CODE SECTION \_\_\_\_\_

The legislative enactments set forth and contained in this title, insofar as they affect the membership of the City in the Association for Landfill Financial Assurance, an Oklahoma Not for Profit Corporation (hereinafter "ALFA"), and the obligation of the City and Trust relating to its membership in ALFA and its permitted successors and assigns, pursuant to the execution of the ALFA Participation Agreement being executed simultaneously this date, are hereby declared to be and shall be deemed and construed as an inducement to become a member of ALFA, in establishing the undersigned city an account with ALFA to provide for Financial Assurance pursuant to the requirements of RCRA Subtitle D Recovery.

The City, pursuant to the Participation Agreement with ALFA, will assure ALFA that the necessary rates for collection of municipal solid waste in the City will be sufficient to pay for the amount of Financial Assurance required. Said rates shall be adjusted to maintain the fund balance for financial assurance pursuant to the Participation Agreement, in order for ALFA to fulfill its obligations to the City pursuant to said Participation Agreement, as such contract may hereafter be amended, and ALFA's obligations to the City and to the Oklahoma Department of Environmental Quality, as a duly constituted authority thereof created expressly for, among others, such purposes.

Such legislative enactment and such inducement are further declared to be and shall be deemed and construed as being in contemplation of the vesting of certain rights in ALFA and their respective successors and assigns (to the extent pertaining to the establishment, financing of the costs of, and continued operation of ALFA and other obligations of ALFA, and the assignment thereof as security for certain financial obligations to be incurred in connection therewith and therefor, for the benefit, among others, of the Financial Assurance account held by ALFA on behalf of the City, and the related obligations to the Oklahoma Department of Environmental Quality and the United States Environmental Protection Agency, and for and Security Agreement and Pledge made by the City, its Trusts or Authorities, in contemplation of securing Financial Assurance through ALFA to meet the closure costs and post-closure care costs for a thirty (30) year period after closure of the Cities Municipal Solid Waste Landfill, all pursuant to RCRA Subtitle D as in effect as of this date or as they may be amended hereafter.

Adopted this 25th day of July, 1995.

  
MAYOR

ATTEST:

  
CLERK

(Seal)

## EXHIBIT B

### PLEDGE AND SECURITY AGREEMENT

The Pledge and Security Agreement will provide an additional contractual agreement to enforce the provisions of Exhibit A. It does not have to be executed at this date, but rather prior to April, 1996.

This Exhibit represents the participants agreement to enter into an agreed Pledge and Security Agreement.

**Exhibit C**  
**Statement of**  
**Required Funding Program Deposits**  
**and Participation Fees**  
**for the**  
**CITY OF McALESTER**

C1. Formula for Escrow Deposits. The ALFA Board of Directors shall calculate the principal amount of the Participant's annual deposit to the Escrow for the Participant's Funding Program each year during the term of this Agreement on the basis of the following formula:

$$\text{Annual Deposit to ALFA Escrow Account} = (CE - CB) \frac{i}{[(1 + i)^n - 1]} \quad \text{where,}$$

- CE = Current estimate of closure and post-closure care costs,
- CB = Current balance accumulated in the escrow account,
- i = Investment yield on escrow account investments, and,
- n = Estimated remaining life of the Participant's facility in years.

C2. Funding Program Deposits. The Participant shall make required deposits to its Funding Program for the estimated cost of closure and post-closure care of its facility to the Escrow in accordance with the provisions of Section 9 hereof and calculated on the basis of the formula described in paragraph C1 above. Said deposits shall be made at such times and in such amounts as approved by the ALFA Board of Directors.

C3. Participant's Escrow Deposit for FY 1994-95. In accordance with the formula described in paragraph C1 above, and on the basis of information provided to the ALFA Board of Directors by the Participant and the Bank, the Participant hereby agrees to make a deposit to the Escrow on or before August 31, 1995, in an amount not less than that calculated below:

CITY OF McALESTER	Closure	Post-Closure*	Total
Current Funding Program Cost Estimates (CE)	\$177,545	\$992,681	\$1,170,226
Current Funding Program Escrow Balance (CB)	\$0	\$0	\$0
Funding Program Balance Remaining (CE - CB)	\$177,545	\$992,681	\$1,170,226
Projected Investment Yield on Escrow Funds (i)	7.00%	7.00%	7.00%
Estimated Remaining Life of Participant's Facility (n)	14.5	14.5	14.5
<b>CURRENT FUNDING PROGRAM ESCROW DEPOSIT</b>	<b>\$7,873</b>	<b>\$44,021</b>	<b>\$51,894</b>

\*Discounted to Present Values

- C4. Modifications to Paragraph C3. The Participant hereby agrees that paragraph C3 above shall be revised and modified beginning on or before April 1, 1996, and on or before each April 1 thereafter during the term hereof to reflect subsequent changes in the values provided by the Participant and the Bank and that would affect the calculation for required deposits to the Escrow pursuant to the formula in paragraph C1 above. Participant further agrees that said revisions and adjustments shall not constitute a modification of this Agreement
- C5. Participation Fees. The Participant hereby agrees that it shall pay a proportionate share of ALFA's operating expenses in accordance with the provisions of Section 12 hereof as a Participation Fee at such times and in such amounts as established by the ALFA Board of Directors; provided, that the Participant hereby agrees to pay to ALFA an initial Participation Fee in the sum of \$5,000 upon the execution of this Agreement for its proportionate share of ALFA's operating expenses through the fiscal year ending June 30, 1995.
- C6. Participation Fees Due July 31. The Participant hereby agrees that, except for the initial Participation Fee described in paragraph C5 above, it shall pay all subsequent Participation Fees for each fiscal year beginning with the period from July 1, 1995 through June 30, 1996, and for subsequent annual periods thereafter during the term of this Agreement on or before July 31, 1995, and on or before July 1 of each year thereafter. Subject to approval by the ALFA Board of Directors, said Participation Fee may be paid on a monthly basis.

**Exhibit D**  
**Statement of Financial Assurance Liability**  
**to the**  
**Oklahoma Department of Environmental Quality**  
**from the**  
**CITY OF McALESTER**

D1. Legal Authority for Financial Assurances. The Participant hereby acknowledges its liability for certain financial assurances to ODEQ as a condition of the permit for its municipal solid waste disposal facility, as issued by ODEQ, pursuant to the requirements of the Oklahoma Environmental Code under Title 27A, Oklahoma Statutes, §2-10-701, "Site closure plan -- Financial Security," as amended, and under the Oklahoma Administrative Code at Title 252, Chapter 510, Subchapter 21, "Financial Assurances."

D2. Financial Assurance Liability for FY 1995-96. Subject to approval and acceptance by ODEQ on or before April 9, 1996, Participant hereby acknowledges that, in accordance with the methods established by ODEQ to determine the amounts of financial assurance required by activity, the liability for said assurances have been calculated as of the date of this Agreement to be as follows:

<u>Activity</u>	<u>Amount Required</u>
Facility Closure .....	\$803,345
Facility Post-Closure Care .....	\$1,703,387
Facility Corrective Action .....	\$0
<b>TOTAL FINANCIAL ASSURANCE LIABILITY .....</b>	<b><u>\$2,506,732</u></b>

D3. Subsequent Changes in Financial Assurance Liability. The Participant hereby acknowledges that the amounts provided in paragraph D2 above are subject to change by ODEQ from time to time and hereby agrees to revise and replace said amounts to become effective on the date of notice delivered by ODEQ of such changes and, contemporaneously therewith, agrees to so notify ALFA of said changes.

D4. Payment of Financial Assurance Liability. In the event the Participant receives a lawful claim from ODEQ for the payment of the Participant's financial assurance liability, the provisions of Section 14.3 of this Agreement shall be controlling with respect to the Participant's performance required to satisfy said liability.

Council Chambers  
Municipal Building  
June 12, 2012

The McAlester Airport Authority met in a Regular session on Tuesday, June 12, 2012, at 6:00 P.M. after proper notice and agenda was posted June 11, 2012.

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

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

- Approval of the Minutes from the May 22, 2012 Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item D, regarding claims ending May 1, 2012. *(Toni Ervin, Chief Financial Officer)* in the amount of \$3,656.67.
- Confirm action taken on City Council Agenda Item F, an Entity Addendum for a one year term between Blackboard Connect Inc. and City of McAlester. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item G, an agreement indenture lease for a one year term between the City of McAlester, the McAlester Airport Authority and the First National Bank and Trust Company of McAlester for the purpose of leasing an airport hangar. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item 1, an Ordinance amending Ordinance No. 2392 which established the budget for fiscal year 2011-2012; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 3, awarding bid proposal from Oklahoma Municipal Assurance Group (OMAG) for General Liability, Property, Auto Fleet and Equipment Insurance coverage. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item 4, awarding bid proposal from Jordan-Carris Insurance for Excess Worker's Compensation Insurance coverage. *(Cora Middleton, City Clerk)*

- Confirm action taken on City Council Agenda Item 6, an award bid to Total Investment Company for future construction of FAA AIP 3-40-0057-011 & 012-2011 and OAC Project #MLCC-12-75 at McAlester Regional Airport. This project is to improve safety area, remove obstruction and improve runway obstacle free area. *(Mel Priddy, Community Services Director)*
- Confirm action taken on City Council Agenda Item 7, an Agreement with U.S. Cellular for cellular telephone and communications services. *(Peter J. Stasiak, City Manager and James Stanford, IT Computer Specialist)*

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

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

NAY: None

Chairman Harrison declared the motion carried.

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

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

NAY: None

Chairman Harrison declared the motion carried.

ATTEST:

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

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

Council Chambers  
Municipal Building  
June 12, 2012

The McAlester Public Works Authority met in a Regular session on Tuesday, June 12, 2012, at 6:00 P.M. after proper notice and agenda was posted June 11, 2012.

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

Absent: None

Presiding: Steve Harrison, Chairman

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

- Approval of the Minutes from the May 22, 2012 Regular Meeting of the McAlester Public Works Authority *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item D, regarding claims ending May 1, 2012. *(Toni Ervin, Chief Financial Officer)* in the amount of \$51,192.72.
- Confirm action taken on City Council Agenda Item F, an Entity Addendum for a one year term between Blackboard Connect Inc. and City of McAlester. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item H, to concur with Oklahoma Municipal Assurance Group recommendation to deny Claim No.32138-ME. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item 1, an Ordinance amending Ordinance No. 2392 which established the budget for fiscal year 2011-2012; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 2, a Resolution to Extend the Term of the Cable Television Permit for the Allegiance Communications, LLC to five (5) years, which will expire on October 28, 2017. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 3, awarding bid proposal from Oklahoma Municipal Assurance Group (OMAG) for General Liability, Property, Auto Fleet and Equipment Insurance coverage. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item 4, awarding bid proposal from Jordan-Carris Insurance for Excess Worker's Compensation Insurance coverage. *(Cora Middleton, City Clerk)*

- Confirm action taken on City Council Agenda Item 7, an Agreement with U.S. Cellular for cellular telephone and communication services. *(Peter J. Stasiak, City Manager and James Stanford, IT Computer Specialist)*
- Confirm action taken on City Council Agenda Item 9, authorizing the purchase of one New and Unused 2012 heavy duty work truck with service bed. *(John C. Modzelewski, P.E., City Engineer and PW Director)*
- Confirm action taken on City Council Agenda Item 10, a contract for economic development services between the City of McAlester and MPower Economic Development Corporation. *(Peter J. Stasiak, CM)*

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

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

NAY: None

Chairman Harrison declared the motion carried.

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

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

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

NAY: None

Chairman Harrison declared the motion carried.

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Steve Harrison, Chairman

ATTEST:

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Cora Middleton, Secretary

Council Chambers  
Municipal Building  
May 22, 2012

The McAlester Retirement Trust Authority met in Regular session on Tuesday May 22, 2012 at 6:00 P.M. after proper notice and agenda was posted May 21, 2012.

Present: Travis Read, Buddy Garvin, Sam Mason & Weldon Smith  
Absent: Robert Karr  
Presiding: Steve Harrison, Chairman

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

- Approval of the Minutes from the April 24, 2012, Regular Meeting of the McAlester Retirement Trust Authority. (*Cora Middleton, City Clerk*)
- Approval of Retirement Benefit Payments for the Period of May 2012. (*Toni Ervin, Interim Chief Financial Officer*) in the amount of \$61,950.40.

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

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

Chairman Harrison declared the motion carried.

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

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

Chairman Harrison declared the motion carried.

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Steve Harrison, Chairman

ATTEST:

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Cora Middleton, Secretary