



McAlester City Council

NOTICE OF MEETING

Regular Meeting Agenda

Tuesday, February 10, 2009 – 6:00 pm
McAlester City Hall – Council Chambers
28 E. Washington

Kevin E. Priddle.....	Mayor
Chris B. Fiedler	Ward One
Donnie Condit.....	Ward Two
John Browne	Ward Three
Haven Wilkinson	Ward Four
Buddy Garvin	Vice-Mayor, Ward Five
Sam Mason	Ward Six
Mark B. Roath.....	City Manager
William J. Ervin	City Attorney
Cora M. Middleton.....	City Clerk

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

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

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

CALL TO ORDER

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

- Scott Walker, Director of Shared Blessings

ROLL CALL

CITIZENS COMMENTS ON NON-AGENDA ITEMS

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

CONSENT AGENDA

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

- A. **Place on File Mayor's "State of the City Address" given on Tuesday, January 20, 2009.** *(Kevin E. Priddle, Mayor)*
- B. **Place on File The Oklahomans for Independent Living Quarterly Report for the months of October, November and December 2008.** *(Mike Ward, Executive Director)*
- C. **Approval of Claims for January 28, 2009 through February 10, 2009.** *(Sherry Alessi, Assistant City Financial Officer)*

ITEMS REMOVED FROM CONSENT AGENDA

PUBLIC HEARING

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

SCHEDULED BUSINESS

1. **Presentation of Monthly Financial Report for December, 2008.** *(Kevin E. Priddle, Mayor)*

Executive Summary

This agenda item involves the financial report for the month of December, 2008.

2. **Presentation of Mid-Year Report of the McAlester Economic Development Service, Inc.** *(Dr. Kenneth Miller, President and Jim Mills, Executive Director)*

Executive Summary

This agenda item involves accomplishments by MEDS for the first two quarters of the fiscal year.

3. **Presentation of the Cable Changes Affecting Allegiance Communications.** *(Chris Fiedler, Councilmember and by Allegiance Communications, Sean Hendrix, Vice President of Operations)*

Executive Summary

This agenda item involves a presentation on new rate changes, fees, and an update on digital TV transition.

4. **Consider, and act upon, approval of an Ordinance relating to the City of McAlester Sales Tax; amending Ordinance No. 2144 relating to the purpose of the One Percent Sales Tax approved at an election held on May 14, 2002; ratifying and approving the expenditures by the McAlester Public Works Authority.** *(William Ervin, City Attorney)*

Executive Summary

This agenda item involves an amendment to Ordinance No. 2144 as set forth in said proposal legislation.

5. **Consider, and act upon, a standard Contract for Engineering Services and a Work Order with Mehlburger Brawley for professional engineering services on two (2) Economic Development Fund water and sewer extension projects in southeast McAlester.** *(George Marcangeli, City Engineer/Public Works Director and David Medley, Utility Director)*

Executive Summary

This agenda item involves approval of a contract and work order for engineering services for two (2) Economic Development Fund utility extension projects along US 69.

6. Consider, and act upon, approval of a supplemental agreement (change order) to the existing contract with KATCON, Inc. for construction of AIP Project 3-40-0057-009-2008 at McAlester Regional Airport. *(George Marcangeli, City Engineer/Public Works Director)*

Executive Summary

This agenda item involves a supplemental agreement with KATCON.

7. Consider, and act upon, declaring certain City equipment and vehicles as surplus property and authorize the City Manager to hold an auction to sell said items. *(Mark Roath, City Manager)*

Executive Summary

This agenda item involves the City declaring surplus property and sale by auction.

NEW BUSINESS

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

CITY MANAGER'S REPORT

REMARKS AND INQUIRIES BY CITY COUNCIL

RECESS COUNCIL MEETING

CONVENE AS McALESTER AIRPORT AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the January 27, 2009, Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item C regarding the Claims for the period of January 27, 2009 through February 10, 2009. *(Sherry Alessi, Assistant Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 6 regarding approving a supplemental agreement (change order) to the existing contract with KATCON, Inc. for construction of AIP Project 3-40-0057-009-2008 at McAlester Airport. *(George Marcangeli, City Engineer/Public Works Director)*

ADJOURN MAU.

CONVENE AS McALESTER PUBLIC WORKS AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the January 27, 2009, Regular Meeting of the McAlester Public Works Authority. *(Cora Middleton, City Clerk)*

- **Confirm action taken on City Council Agenda Item C regarding the Claims for the period of January 27, 2009 through February 10, 2009. (Sherry Alessi, Assistant Chief Financial Officer)**
- **Confirm action taken on City Council Agenda Item 4 regarding the approval of an Ordinance relating to the City of McAlester Sales Tax; amending Ordinance No. 2144 relating to the purpose of the One Percent Sales Tax approved at an election held on May 14, 2002; ratifying and approving the expenditures by the McAlester Public Works Authority. (William Ervin, City Attorney)**
- **Confirm action taken on City Council Agenda Item 5 regarding a standard Contract for Engineering Services and a Work Order with Mehlburger Brawley for professional engineering services on two (2) Economic Development Fund water and sewer extension projects in southeast McAlester. (George Marcangeli, City Engineer/Public Works Director and David Medley, Utility Director)**
- **Confirm action taken on City Council Agenda Item 7 declaring certain City equipment and vehicles as surplus property and authorize the City Manager to hold an auction to sell said items. (Mark Roath, City Manager)**

ADJOURN MPWA.

RECONVENE COUNCIL MEETING.

EXECUTIVE SESSION

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

- **Section 307 (B) (2) – Discussion concerning current status of the collective bargaining negotiations with the IAFF and FOP.**
- **Section 307 (B) (3) – Discussion concerning appraisal of tract formerly known as “The King Ranch”.**
- **Section 307 (B) (4) – Discussion concerning pending litigation involving Joyce Ramsey.**

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

ADJOURNMENT

CERTIFICATION

I certify that this Notice of Meeting was posted on this ___ day of ___, 2009 at ___ a.m./ p.m. as required by law in accordance with Section 303 of the Oklahoma Statutes and that the appropriate news media was contacted. As a courtesy, this agenda is also posted on the City of McAlester website: www.cityofmcalester.com.

Cora M. Middleton, City Clerk

State of The City Address
McAlester, Oklahoma
Mayor Kevin Priddle
January 20, 2009

I would like to thank you for being here this evening and to thank those of you who are listening either on the radio, TV or streaming through the internet. I would also like to thank our City Councilmen, our City Manager Mark Roath and department heads for their continuing effort for the betterment of our City.

Early in 2008, the citizens of McAlester voted in the new City Charter. One of the new requirements of the City Charter is for the Mayor to deliver an annual "State of The City" message no later than the first regular Council meeting in February.. I am honored to be making the first "State of The City" address for McAlester and would like to thank Eastern Oklahoma State College for providing such a great venue for this event and help with the technicalities involved in putting a presentation through multiple medias at the same time.

The last twelve months have been historical for both the City and our Nation. As this is inauguration day for our new President, it would be inappropriate not to mention the historical significance that today holds. On August 28, 1963 - Dr. Martin Luther King gave his famous "I Have a Dream Speech". Although the dream is yet to be fully realized, there is no doubt that as a people, as a State and as a Nation we are infinitely closer to realizing what the architects of our republic meant when they described that "all men would be guaranteed the unalienable rights of life, liberty, and the pursuit of happiness".

As a City, we have had many changes, many challenges and many opportunities in the last twelve months. This evening, I would like to review those changes, challenges and opportunities and to look forward together to the future, united for the betterment of our community.

It would be difficult to look at 2008 at our City level without first taking a few moments to visit about the unprecedented financial situation in our economy and the world economy.

The economic situation, both in the United States and around the globe are unprecedented. On a national level:

- The recession is deepening and is expected to last until at least 3rd Quarter 2009 followed by very slow growth.
- 1.3MM jobs have been lost in the last 3 months
- Unemployment expected to rise to 8-10%
- Manufacturing & Durable Goods orders are plunging
- Unprecedented wealth destruction

- Housing prices down 20%; expected to fall another 5-10% in some sectors
- Stock prices down 40%
- Consumers are “deleveraging”
 - Savings rates will rise
 - Consumption will fall
- Gross Domestic Product (GDP) expected to have contracted 4-6% annualized in 4th Quarter 2008
- US Deficit for 2009 expected to be \$1.18 trillion BEFORE Obama’s new stimulus program is added in

Nationally – jobless claims are at unprecedented levels and clearly show a recession much stronger than either the 1980, 1990 or 2001 recessions.

Leading economic indicators portray the same story as the jobless claims but from a different angle. Currently at negative levels for the leading economic indicators this measurement is at it’s worst levels since World War II.

Housing starts – one of the other major economic indicators has taken a beating nationally since the first quarter of 2006. Although at its all time high in 2006, housing starts nationally have a tremendous downward spiral.

Unfortunately, we are in “uncharted waters” regarding our world, our national, our state and our local economies. Current Economic Conditions are very fluid - economic situations are changing in time-frames which are unprecedented in their speed and volatility in all aspects of the national economy is at an all time high.

In addition, almost all major economies are experiencing the same problems as the US – This is the first time in history that these economies have a high degree of synchronicity. Stated simply – we’re all in the same boat together. One economy can not pull the other economy out of the fire – we must let the fire burn it’s course and do the best we can to navigate through these tough times. I personally do not believe that given the current scenario of economic times that past solutions to economic problems will garner the same results in today’s economy.

However – the financial news in Oklahoma and McAlester is currently better than the rest of the Country and the World. From a national perspective, many financial situations start in the “4 corners” of the U.S. and work their way towards us. As a result, we may get a more “diluted” version of the problem. Although there is no doubt that we have been affected, the massive problems associated with the housing industry in California, New York, Florida and other places has been much kinder to us. Many of the U.S. problems began initially in the financial mortgage and credit markets because of poor decisions by people in

financial positions. Your local financial institutions, however, have exhibited sound practices and decision making and as a result each of them is positioned to be much better shape than their counterparts in other sections of the country.

Current unemployment in Pittsburg County as of November 2008 is 4%. Ranked as the 26th lowest County unemployment in Oklahoma we are fortunate that, as a whole, people who are looking for jobs can find employment. We are, at the present time, a far cry from the current 7.2% national unemployment rate. In addition, thanks to competition from employers and other factors the base wages in our area have made good strides in the last four years.

Although many parts of the country are experiencing difficult times regarding construction and housing costs, McAlester experienced almost the opposite in 2008. During 2008, there were over \$40MM in building projects with \$27.6MM in Commercial and \$20.5MM in residential projects. 2008 was a record year for new residential construction. These building projects helped fuel sales tax income for the City.

From a revenue perspective, we are very fortunate that we are at record levels of sales tax income. For the current fiscal year which started July 1st, 2008 income has exceeded budget every month. Other than January 2009, every month has exceeded the previous years number and January 2009 was due to a rate difference between January 2008 and 2009.

Although tax collections are at all time high's – certain categories are showing "softness" in the last sixty days. Some of this "softness" is due to national economy and people changing their "spending patterns" to be more conservative. And some "softness" is due to changes in oil/gas pricing which affected drilling operations and their workers. We will not be immune from the economic crisis which is affecting our national economy. We must be "cautiously optimistic" and continue to improve our fiscal soundness, strive to find new revenue sources, work to cut expenses where prudent and be good stewards of the dollars which are given to us.

In other financial items of interest, the budget process which the City utilized for the current fiscal year was a vastly improved process over the previous years procedure. The understandability and accuracy of the process was a good step forward. During this process a balanced budget was adopted that included over \$1.5 million dollars for capital improvements and a 5 year Capital Improvement Program. In addition, thanks to great efforts by the previous City Council with the establishment of an "Emergency Reserve Fund" for unforeseen situations that reserve fund was \$3,137,000 as of July 1st of this year and is currently at \$3,340,000 as of December 31st. The new City Charter establishes a "guideline" of 10% of our budget for the Reserve Fund. Currently 10% would be slightly over \$3,400,000 so we are within \$60,000 of achieving that goal. To face the possibility of the upcoming financial decline without a reserve fund would have

been treacherous. Although there are not any plans to spend reserve funds, it is certainly a comfort to know that the planning of others in the past, combined with the current fiscal responsibility is allowing us to have a cushion for the future.

As a financial person, I could talk numbers and other related items for hours, however, I think that there are several other items of importance which have occurred in 2008 that are worth noting:

Beginning in early 2008 we saw a City Department reorganization including the creation of a new Utilities Department and shifting various divisions to improve efficiency and effectiveness within the organization. Although these changes were new initially to staff, I believe that these changes are beginning to achieve the desired efficiencies.

The new City Charter was passed and this charter gives new guidance to the council, myself and the administration regarding many matters. Changes to the Audit and Finance Advisory board, the formation of the new Ethics Board and even this "State of the City" address are all positive efforts on the part of the citizens, the Council and the administration to strengthen citizen involvement and accountability in local government. In addition, monthly Town Hall meetings now give citizens an opportunity to visit with administration and council regarding areas of interest with the ultimate goals being very simple – open communications and transparent government.

In addition to the new City Charter, there has been several ordinances designed to improve such issues as Animal Control and other day to day operations of the City.

In McAlester – Water is Job issue #1. In July 2008, I was fortunate to be able to sign the contract to commence Phase I of our Water Treatment Plan improvements to address various water quality issues. At a cost of over \$700,000 this Phase is only the beginning and not the end to upgrades to our water treatment plant. The current work changes our treatment facility over to an "enhanced coagulation system" to reduce total organic compounds, improved water quality and many other issues. The current work should be completed within the next 120 days and with the administration and staff we will then start working towards our next improvements within our water creation and distribution system.

In my opinion, one of the most critical components for success in the future for the City McAlester is developing, creating and nurturing our relationships with other entities. We are not "an island" and we need to utilize any and all public, private and commercial partnerships to provide positive results for our community. We have seen tremendous improvements in joint cooperation efforts that have yielded good results and laid the groundwork for even better things for the future. Just a few of these improved partnerships are:

- Partnering with the Komar Foundation who donated \$150,000 to the City for completion of Komar Park in the 3rd Ward. Komar Corporation is a shining example of a corporate partner within our City.
- Another corporate partner whose generosity was overwhelming was Atlantic-Meeco Incorporated. Atlantic-Meeco donated an ADA compliant dock to the City of McAlester during the 4th quarter of 2008 worth over \$60,000.
- Partnering with "Pride in McAlester" the City embarked on a program to clean up McAlester with two massive cleanup events which yielded over 2,000,000 pounds of refuse being removed from the City and thousands of pounds of hazardous materials. The current President and driving force of Pride in McAlester – JT Collier has organized a tremendous effort of a large number of citizens to help improve the beauty of our City. Judge Layden, Angela Marcum and other individuals from Drug Court have been actively engaged with Pride in McAlester to pick up trash along our highways entering into our City and effectively saying "we care" about how we look in McAlester.
- Partnered with Eastern Oklahoma State College for their job fair at the Expo Center in order to provide over 1,000 8th grade students access to information about their future. Our children are our future and I believe that helping them understand their world, their options and their possibilities is a responsibility that we should take very seriously. I have personally worked with the Early Education Center, Edmond Doyle, Puterbaugh Middle School, the High School and Key Academy and have been amazed and blessed at each of these institutions and the children at them. I would encourage all adults to become involved, volunteer and help the schools and the children. In today's world, it literally "takes a village to raise a child".
- The City provided new funding to two entities designed to improve the quality of our City during 2008 – McAlester Main Street under the direction of their Executive Director – Donnie Lennington and Pride In McAlester with their President JT Collier. In addition, the City continued our financial support for the McAlester Economic Development Services, Inc. and their efforts to bring new businesses to town.
- The McAlester Army Ammunition Plant/Defense Ammunition Center has always played a major role from an employer perspective within Pittsburg County. I am, however, extremely pleased with the tremendous improvement in work and cooperation being done together with these two entities. Under the current command of Colonel Arnold Montgomery, the base has been a very willing partner to help our community in efforts ranging from providing all of the audio visual equipment and resources for the recent "Crystal Darkness" campaign to actively working together with MEDS on business recruitment to our City of employers which may be mutually beneficial to both the City and the Base.

- From the housing perspective, the City has worked hard this year to improve the number of housing starts and affordability of housing. The City partnered with two entities – Hickory Ridge Development and Oklahomans for Independent Living (OIL) through Accessible Spaces Incorporated to bring affordable housing and housing to special needs adults. Hickory is currently building Phase I of their development and is working towards grant funding for Phase II. Mike Ward from O.I.L. informed me late last week that they had received word from their partner that their grant for specialized living quarters for special needs adults had been approved – McAlester is the only Oklahoma town to have gotten this grant assistance.
- Within the last few months, the Council has selected a future site for the City's fourth fire station that will be funded by a Community Development Block Grant for \$800,000 and matching funds from the Choctaw Nation of Oklahoma. This partnership with the Choctaw Nation is a relationship which we should cherish and foster for the good of both parties.
- Finally – the Pittsburg County Animal Shelter and the City's cooperative agreement to utilize this shelter allowed the City animal control officers to spend their time catching animals and not taking care of the animals. The new Pittsburg County Animal Shelter is a state of the art facility with a tremendously dedicated staff whose ability to care for those animals in a clean, safe and protected environment is 2nd to none. City/County cooperation for the future will be imperative as we seek to solve problems and concerns which affect both entities.

As we look to the future there are many keys to improving our future as a community. Many of these items are perpetual items that we must continually work on and many are items that must be completed and resolved for the future of our City.

As a City – our fundamental charge is to continue to provide quality public services. Our challenge is to provide those services in a more efficient, more cost effective manner within the framework of an economy that may turn "down" in the near future. City administration and department heads must continually look towards new, better and more efficient ways to provide quality public services.

We must work harder and better in the future to make key public improvements in order to retain existing businesses as well as attract new businesses to McAlester. Every business owner knows that your current customers are much easier to retain, please and grow than it is to attract new customers. Our future depends on being able to do both of these and do both well. We must work hard to insure that our current businesses are secure and have the services they need to operate and to attract new and diverse businesses in order to give us an economic base which is more resilient and able to withstand outside influences.

Our ability to be fiscally responsible is of paramount importance to the City. Although we must continue to work on obtaining grant funding for needed infrastructure in areas of water, wastewater and streets we must over the next few years develop the ability to be self sustaining and supporting within our General Operating Fund in order to allow our excesses which are generated by our McAlester Public Works Authority to be used for greatly needed improvements. Lately there has been a lot of talk about the new Congress and President providing billions of dollars directly to cities and municipalities for infrastructure. Although this may become a reality, we do not know what shape or form these dollars may come in. It is imperative that we "stand on our own two feet" financially and not rely on handouts as a way to improve our infrastructure.

We must make the best use of the resources we have available to us and plan wisely on how best to maximize our benefit from these resources. Recently, the Council engaged a local firm to help plan and design the layout of our Southside Industrial Park. The initial drawings and the subsequent Special Meeting of the City Council and citizens provided invaluable input as to the future and layout of this resource. We must continue to do this sort of pre-planning and citizen involvement as we develop both the Southside Industrial Park and the Taylor Industrial Park to insure that we have adequate infrastructure and sound design and placement within these two parks for future occupants of these development areas.

Marketing efforts, funded from the hotel tax, to support the hotel/motel industry as well as increase tourism within McAlester must be better in the future than they have been in the past. We are a great City, located in a great location with tremendous natural resources. We need to, and must, effectively be able to "tell our story" to any companies, groups or other entities interested in McAlester.

Since the evolution of the computer age, this technology has proved invaluable to our society and to cities. An old saying says "If you do what you've always done, you get what you always got..." We need to get better results and that will require us re-thinking how we operate. We need to develop long-term strategic plans for initiating technology into our City operations in order to be more efficient, more effective and more responsive. Our current methodology of dispatching police utilizes technology that is outdated and allows for every individual with a \$50 scanner to hear where we are going, why we are going and provides time for criminals to remove themselves from the area in question. As a Country, as a State and as a City we are fighting the largest war on drugs our nation has ever seen. We must equip our police, undercover and our operations with the best technology possible in order to insure that our dedicated personnel have the tools to win this war. State of the art video systems, GPS tracking systems for our vehicles and even technology which reads our water meters are all available. Compressed natural gas conversions on existing and new vehicles will make us less dependent on volatile gasoline pricing, save dollars and

operate vehicles cleaner, with less maintenance than petroleum based fuel. This evening, I challenge our administration and department heads to look at those technologies and determine their cost/benefit to the City and to take those steps where appropriate to plan, organize, direct and control their areas utilizing the latest available technology to prepare McAlester for the next generation.

During our monthly Town Hall meetings, a common theme frequently arises – the subject of Code Enforcement. It is my belief that we don't need more City codes on the books – we simply need to enforce the ordinances we currently have. At the present time, one individual is primarily responsible for code enforcement in a City of 18,000 people. As a result I will be asking for the support of my fellow councilmen and City Administration in the near future to expand this department. Public nuisances like weeds, trash, abandoned vehicles and dilapidated buildings have no place in the future of McAlester. Every one of these items cost the City financially to deal with and decreases dramatically our ability to be effective in Economic Development. Imagine working extremely hard to attract an out of town business to come look at McAlester and then having to work at the rate you show this potential employer to insure that they don't see negative items about our City. However – cleanup of our City is not the responsibility of one City employee. It is not the responsibility of the Pride In McAlester group – it is an individual responsibility which must be shouldered by each and every citizen of this town. If you are a citizen who needs help with taking care of your property – contact the Pride In McAlester group; contact the City Codes department or contact me personally – but contact somebody. Don't make everybody else have to suffer visually because you can't take care of your property. Take pride in our community. Do it for yourself, do it for your family, do it for your City and do it for our future.

A few months ago, I asked the Planning Commission to engage in a long-range annexation plan to address long standing boundary issues with our neighbors as well as to furnish utilities to areas not currently served. This group has been diligently working towards this goal and I look forward to seeing the results of their work. This sort of long range planning is just the start of where we need to be in our planning processes. The City Manager has been actively searching for a Planning and Community Development Director and hopefully in the near future this key position at the City will be filled.

In addition to the Planning and Community Development Director, the City has been without a Chief Financial Officer for far too long. Although I know for a fact that our City Manager has been actively engaged in the recruitment process for months, it is difficult in today's uncertain economic times to attract a qualified candidate, I believe that a key to both our immediate future and long term future is the successful recruitment of a highly qualified Chief Financial Officer.

Resolving past financial and audit issues and establishing the proper structure to insure that we are totally transparent in all financial and other issues is

paramount to re-establishing the trust of our citizens in their government. We have to work towards solutions to past problems which resolve the past, but without killing our future. The current council has made progress in this area, however, more work is still needed and I look forward to the time when these issues are behind us.

Partnerships have proven this year to be incredibly effective tools for both parties involved – regardless of whether our partners are private commercial businesses in town, the McAlester Army Ammunition Plant, local non-profit agencies, the Choctaw's or other Cities and elected officials at both the State and Federal level. We must continue to foster these partnership efforts to improve the quality of life within McAlester, our stature at the Federal and State level and to develop creative solutions for ourselves, our children and our community. Together we can do things that none of us could possibly accomplish on our own.

There are many other highlights from 2008 which I haven't mentioned this evening and many other "keys to the future" which I could talk about. However – I think the most important thing for me to leave you with this evening is that our future in McAlester lies directly with each other. Our ability to work together, to learn from our past and to get excited about our future together is the single most explosive possibility I can imagine. Saint Francis of Assisi once said "Lord Grant me the serenity to accept the things I cannot change, the courage to change the things I can, and the wisdom to know the difference." My prayer for McAlester is "Lord help us to see the future together, to realize that our strength lies in our differences and to understand that these differences offer us the opportunity to create a future that is far greater working together than we could ever accomplish on our own separately."

Thank you very much for your time this evening, good evening and God Bless...

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



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

January 21, 2009

Mayor Kevin Priddle
P.O. Box 578
Municipal Building
McAlester, OK 74502

Dear Mayor Priddle,

During the months of October, November, and December the Oklahomans for Independent Living provided transportation to 93 individuals. One hundred and twelve locations were visited including doctor's offices, pharmacies, McAlester Regional Hospital, Indian Clinic, DHS, Carl Albert Mental Health Center, DRS, voting sites, grocery stores, Wal-Mart, restaurants, and a variety of other sites. The total number of trips was 1,249.

Costs for the program for the 3 month period are as follows:

Drivers	\$5,605
Fringe Benefits	1,274
Fuel	857
Maintenance	145
Insurance/fees	200
Occupancy/Phone/Supplies	<u>896</u>
	\$ 8,977

OIL has also provided its core services of information and referral, advocacy, peer counseling, and independent living skills training. OIL sends a monthly newsletter to 1,750 individuals each month. Information and referral on disability related issues was provided on 912 requests.

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

Peer support activities included individual counseling and group activities. 278 individuals participated in 34 peer support and community integration activities.

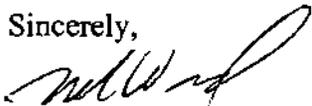
Independent living skills training was provided to 22 individuals in the forms of money management, reading, computer skills training and preparation to take the written portion of the driver's examination.

Usable equipment is donated to OIL and OIL passes the equipment on to individuals with disabilities. 32 individuals benefited from the used equipment exchange. This included items such as power wheelchairs, standard wheelchairs, hospital beds, shower benches, walkers, canes and numerous other items.

OIL provided case management services for 96 individuals at risk of nursing home placement. Case management services ensure community resources are developed and used to assist people to live in their homes versus nursing home placement. OIL assisted 1 individual in moving out of nursing homes back into the community.

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

Sincerely,

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

Mike Ward
Executive Director

Cc Mark Roath, City Manager

**CLAIMS FROM JAN. 28, 2009
THRU
FEB. 10, 2009**

CKET: 04128 DONNA CREWS CK44665

NDOR SET: 01

ND : 01 GENERAL FUND

NDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-----A00267 AIRGAS						
		I-106575920	01 -5542202	OPERATING SUP ARGON GAS TO REFILL TANK	044843	75.00
-----A00356 ALL IN ONE POSTER COMPA						
		I-08-23575	01 -5653330	DUES & SUBSCR 2009 OKLA FED LABOR LAW	044844	314.95
-----A00362 ALLEGIANCE COMMUNICATIO						
		I-08-22249- 1/26/09	01 -5320202	OPERATING EXP ANNUAL CABLE SERVICE	044845	109.99
-----A00548 AMERICAN SECURITY EDUCA						
		I-1250	01 -5321317	ADVERTISING & CRIME PREVENTION HANDBOOK	044846	362.95
		I-1250	01 -5321317	ADVERTISING & SHIPPING	044846	36.30
-----A00751 ATWOODS						
		I-3209793	01 -5542203	REPAIRS & MAI OPEN PO MISC REP & MAINT	044847	33.88
		I-3209857	01 -5542203	REPAIRS & MAI OPEN PO MISC REP & MAINT	044847	29.94
		I-3210291	01 -5542203	REPAIRS & MAI OPEN PO MISC REP & MAINT	044847	38.43
		I-3210434	01 -5542203	REPAIRS & MAI OPEN PO MISC REP & MAINT	044847	28.50
		I-3211420	01 -5542203	REPAIRS & MAI OPEN PO MISC REP & MAINT	044847	125.92
		I-3213883	01 -5542203	REPAIRS & MAI OPEN PO MISC REP & MAINT	044847	67.43
		I-3214076	01 -5542203	REPAIRS & MAI OPEN PO MISC REP & MAINT	044847	10.99
		I-3214929	01 -5542203	REPAIRS & MAI OPEN PO MISC REP & MAINT	044847	60.54
		I-3216643	01 -5542203	REPAIRS & MAI OPEN PO MISC REP & MAINT	044847	63.21
		I-3216830	01 -5542203	REPAIRS & MAI OPEN PO MISC REP & MAINT	044847	22.98
-----A00770 AUTO PARTS CO						
		I-833183	01 -5862203	REPAIRS & MAI BLANKET PO/SMALL PARTS	044848	283.68
		I-833242	01 -5862203	REPAIRS & MAI BLANKET PO/SMALL PARTS	044848	98.09
		I-833283	01 -5862203	REPAIRS & MAI BLANKET PO/SMALL PARTS	044848	90.93
		I-833284	01 -5862203	REPAIRS & MAI BLANKET PO/SMALL PARTS	044848	151.80
		I-833326	01 -5862203	REPAIRS & MAI BLANKET PO/SMALL PARTS	044848	164.00
		I-833329	01 -5862203	REPAIRS & MAI BLANKET PO/SMALL PARTS	044848	159.85
		I-833330	01 -5862203	REPAIRS & MAI BLANKET PO/SMALL PARTS	044848	49.99
		I-833377	01 -5862203	REPAIRS & MAI BLANKET PO/SMALL PARTS	044848	93.80
		I-833389	01 -5862203	REPAIRS & MAI BLANKET PO/SMALL PARTS	044848	40.24
		I-833430	01 -5862203	REPAIRS & MAI BLANKET PO/SMALL PARTS	044848	195.01
		I-833458	01 -5862203	REPAIRS & MAI BLANKET PO/SMALL PARTS	044848	134.26
-----B00481 BRANT GAMBLE						
		I-08-23546	01 -5321324	SWAT HOSTAGE NEGOTIATIONS	044850	585.00
-----C00046 C D W GOVERNMENT, INC						
		I-MR23729	01 -5225401	COMPUTER TECH POLYCAM/CONFERENCE ROOM	044852	1,031.99
		I-NBV1848	01 -5225401	COMPUTER TECH POLYCAM/CONFERENCE ROOM	044852	99.06
-----C00339 CERTIFIED LABORATORIES						
		I-464826	01 -5862203	REPAIRS & MAI DIESEL SHIELD, GAS ADDIT	044853	742.00
		I-464826	01 -5862203	REPAIRS & MAI FREIGHT	044853	56.69

CKET: 04128 DONNA CREWS CK44665

NDOR SET: 01

ND : 01 GENERAL FUND

NDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-C00430	CHIEF FIRE & SAFETY CO.					
		I-156155	01 -5431316	REPAIRS & MAI SUPPLIES	044854	134.00
-C00489	UNITED FUEL & ENERGY/CL					
		I-1126253-IN	01 -5862205	PETROLEUM PRO OIL GPUTH	044855	2,841.30
		I-1126253-IN	01 -5862205	PETROLEUM PRO ROTELLA T15W40	044855	644.05
-C00840	CRAWFORD & ASSOCIATES					
		I-3959	01 -5215302	CONSULTANTS PROFESSIONAL SERVICES REN	044856	4,250.00
-D00130	DATA FLOW					
		I-50575	01 -5211202	OPERATING SUP 1009 FORMS & ENVELOPES	044857	43.10
-D00540	DOLESE BROTHERS					
		I-8-00045-09	01 -5865218	STREET RE-SUR BLANKET PO FOR CONCRETE	044859	1,493.25
		I-8-00052-09	01 -5865218	STREET RE-SUR BLANKET PO FOR CONCRETE	044859	187.00
		I-8-00053-09	01 -5865218	STREET RE-SUR BLANKET PO FOR CONCRETE	044859	496.38
		I-8-00066-09	01 -5865218	STREET RE-SUR BLANKET PO FOR CONCRETE	044859	431.75
-D00600	DONNA M. CREWS					
		C-200901160934	01 -5542308	CONTRACTED SE DONNA M. CREWS	044860	192.00-
		I-08-23235	01 -5542308	CONTRACTED SE SCOREKEEPER FEES 24 GAMES	044860	192.00
		I-08-23650	01 -5542308	CONTRACTED SE SCREKEEPER FEES/12 GAMES	044860	96.00
-D00775	JUSTIN DUVAL					
		I-08-23649	01 -5542308	CONTRACTED SE REFEREE FEES - 6 GAMES	044861	120.00
-F00037	FASTENAL					
		I-OKMCA76133	01 -5548204	SMALL TOOLS STINGER LED FLASHLIGHTS	044863	302.52
-F00170	FIRST NATIONAL BANK					
		I-08-23411 - FEB 09	01 -5865510	CAPITAL LEASE LEASE 121 ROAD GRADER	044864	3,091.82
-H00265	HUBERT PEARSON					
		I-380420	01 -5215480	CONTINGENCY/A SIDEWALK MODIFICATIONS	044869	2,850.00
-I00061	IKON OFFICE SOLUTIONS,					
		I-501045371	01 -5321308	CONTRACTED SE COPIER RICOH AF1027	044870	15.20
		I-501045371	01 -5321308	CONTRACTED SE CANON IR3300 COPIER	044870	70.03
-I00110	IMPRESS OFFICE SUPPLY					
		I-027153	01 -5210202	OPERATING SUP BLANKET PO	044871	4.97
		I-027158	01 -5211202	OPERATING SUP BLANKET PO/OFFICE SUPPLIE	044871	75.99
		I-027212	01 -5211202	OPERATING SUP BLANKET PO/OFFICE SUPPLIE	044871	9.60
-I00140	INDIAN NATION WHOLESALE					
		I-4823770	01 -5542202	OPERATING SUP OPERATING SUPPLIES	044872	160.38
-K00072	KATHLEEN WARD DR.					

CKET: 04128 DONNA CREWS CK44665

NDOR SET: 01

ND : 01 GENERAL FUND

NDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-K00072	KATHLEEN WARD DR.		continued			
		I-08-23551	01 -5321202	OPERATING SUP MMPI: NEW POLICE RECRUIT	044875	250.00
-L00067	LABORATORY CONSULTANT S					
		I-022541	01 -5653348	DRUG TESTING NEW HIRE DRUG TESTING	044878	50.00
		I-022542	01 -5653348	DRUG TESTING NEW HIRE DRUG TESTING	044878	50.00
		I-022759	01 -5653348	DRUG TESTING NEW HIRE DRUG TESTING	044878	224.25
-L00078	LAMBERT MECHANICAL INC					
		I-081072	01 -5548316	REPAIRS & MAI REPAIR BOILER HEAT SYS	044879	162.50
-L00325	LIBERTY FLAGS INC					
		I-48232	01 -5547203	REPAIRS & MAI REPAIR FLAG POLE CEMTERY	044880	90.55
-L00428	LOWE'S CREDIT SERVICES					
		I-01604	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	044881	61.80
		I-02119	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	044881	11.50
		I-07654	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	044881	29.97
		I-11508	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	044881	25.24
		I-1349419	01 -5431202	OPERATING SUP FIRE RECRUIT TESTING SUPP	044881	34.51
-L00431	LUBRICATION ENGINEERS					
		I-IN103267	01 -5862205	PETROLEUM PRO OIL FOR POLICE CARS	044882	2,801.43
-M00480	MILLER GLASS					
		I-7992	01 -5215480	CONTINGENCY/A SWING DOOR @ LIBRARY	044884	4,785.00
-M00570	MOORE MEDICAL CORP.					
		I-95532416 RI	01 -5431202	OPERATING SUP MEDICAL SUPPLIES	044885	199.95
		I-95543973	01 -5431202	OPERATING SUP BLANKET PO MEDICAL SUPPLI	044885	199.95
		I-95547120	01 -5431202	OPERATING SUP BLANKET PO MEDICAL SUPPLI	044885	269.43
		I-95547129 RI	01 -5431202	OPERATING SUP MEDICAL SUPPLIES	044885	203.61
		I-95553664	01 -5431202	OPERATING SUP MEDICAL SUPPLIES	044885	380.89
		I-95554297	01 -5431202	OPERATING SUP MEDICAL SUPPLIES	044885	116.00
-M00169	MCALESTER REG HEALTH					
		I-CITY LAB 1/2/09	01 -5653348	DRUG TESTING NEW HIRE DRUG TESTING	044886	135.00
-N00040	NAT'L. ASSOC. OF FIRE					
		I-08-23606	01 -5431330	DUES & SUBSCR NAFI MEMBERSHIP DUES	044887	45.00
-N00246	NEXSTEP					
		I-5969	01 -5542202	OPERATING SUP 2 GAL OF GRAFFITI REMOVER	044888	172.30
N00250	MCALESTER NEWS CAPITAL					
		I-03523322	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	044889	15.30
N00343	NORTHERN SAFETY CO INC					
		I-P230534101016	01 -5863203	REPAIR & MAIN 15 ROLLS CAUTION TAPE	044890	101.85

.CKET: 04128 DONNA CREWS CK44665

NDOR SET: 01

ND : 01 GENERAL FUND

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

-N00343	NORTHERN SAFETY CO INC		continued			
		I-P230534101016	01 -5863203	REPAIR & MAIN FREIGHT	044890	16.33
		I-P230534101024	01 -5863203	REPAIR & MAIN 2 CASES WHITE PAINT	044890	95.76
		I-P230534101024	01 -5863203	REPAIR & MAIN FREIGHT	044890	15.36
-000060	OFFICE DEPOT, INC					
		I-459920684-001	01 -5210202	OPERATING SUP BLANKET PO OFFICE SUPP	044891	43.16
		I-459923100-001	01 -5210202	OPERATING SUP BLANKET PO OFFICE SUPP	044891	46.18
-000126	OKLA. MUN CLERKS, TREAS					
		I-08-23690	01 -5211330	DUES & SUBSCR MEMBERSHIP DUES - ALESSI	044892	25.00
		I-08-23690	01 -5212330	DUES & SUBSCR MEMBERSHIP DUES-MIDDLETON	044892	25.00
-000222	OKLA. CODE ENFORCEMENT					
		I-08-23572	01 -5652330	DUES & SUBSCR 2009 OCCA MEMBERSHIP	044894	35.00
-000229	ODIS: OKLA. CRIMINAL RE					
		I-09-02692-S	01 -5321308	CONTRACTED SE ODIS SOFTWARE SUPPORT FEE	044895	1,250.00
-000380	OKLA. ST. FIREFIGHTERS					
		I-08-23607	01 -5431330	DUES & SUBSCR OSFFA MEMBERSHIP DUES	044897	2,408.00
-000520	OIL-OK INDEPENDENT LIVI					
		I-08-22151 - FEB 09	01 -5215355	OIL-OK FOR IN MONTHLY AGREEMENT FEE	044898	2,000.00
-000532	OKLAHOMA POLICE SUPPLY					
		I-0131336	01 -5321324	SWAT 40 MM CS LIQUID BARRICADE	044899	349.50
		I-0131336	01 -5321324	SWAT 40 MM OC LIQUID BARRICADE	044899	357.75
		I-0131336	01 -5321324	SWAT SHIPPING	044899	35.00
		I-0131338	01 -5321324	SWAT 12 GA. DOOR BREACHER RD	044899	232.50
		I-0131338	01 -5321324	SWAT CS GAS	044899	443.40
		I-0131338	01 -5321324	SWAT SHIPPING	044899	60.00
-000592	ORTIVUS					
		I-027727	01 -5431202	OPERATING SUP MONTHLY SERVICE FEE	044900	350.00
-P00042	PACIFIC TELEMANAGEMENT					
		I-91324	01 -5215315	TELEPHONE UTI PAY PHONE @ STIPE CENTER	044901	75.00
-P00078	PAM JOSLIN					
		I-225	01 -5862207	CLOTHING ALLO SHIRTS-FLEET MAINT	044902	84.00
		I-230	01 -5548207	CLOTHING ALLO SHIRTS-BLDG MAINT	044902	90.00
		I-231	01 -5547207	CLOTHING ALLO SHIRTS-CEMETERY	044902	285.00
-R00135	RAY BEENINGA					
		I-08-23621	01 -5215323	DAMAGES DAMAGE REPAIR TO SPRINKLE	044904	136.95
-R00230	RENE & ROYS WESTERN WEA					
		I-3751-41	01 -5431207	CLOTHING ALLO CLOTHING - UNIFORMS	044905	89.97

CKET: 04128 DONNA CREWS CK44665

NDOR SET: 01

ND : 01 GENERAL FUND

NDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-R00300	RICHARD RUSHING	I-08-23651	01 -5542308	CONTRACTED SE REFEREE FEES/3 GAMES	044906	60.00
-R00445	ROBERT W. FLANTROY	I-08-23652	01 -5542308	CONTRACTED SE REFEREE FEES/1 GAME	044907	20.00
-S00510	SOUTHERN SUPPLY & EQUIP	I-44920	01 -5542204	SMALL TOOLS 2 NEW PUSH MOWERS	044908	450.00
		I-44921	01 -5542204	SMALL TOOLS STIHL FC-110 EDGER	044908	388.00
-S00642	SPECIAL OPS UNIFORMS, I	I-714920	01 -5321207	CLOTHING ALLO CLOTHING & EQUIPMENT	044909	1,355.66
-S00726	STAPLES BUSINESS ADVANT	I-3113831975	01 -5225202	OPERATING SUP SUPPLIES, SOFTWARE, ACCES	044911	233.99
		I-919069-1305A	01 -5544202	OPERATING SUP REPLACE COPIER AT SBC	044911	375.98
-S00791	STEIDLEY & NEAL, P.L.L.	I-9857	01 -5214302	CONSULTANTS/L CITY OF MCA VS JOYCE RAMS	044912	75.00
		I-9865	01 -5214302	CONSULTANTS/L CITY OF MCA VS RANDY GREE	044912	105.00
-T00058	BIZTEL	I-3334	01 -5215315	TELEPHONE UTI DETECTIVE DIVISION	044916	936.00
		I-3335	01 -5215315	TELEPHONE UTI YEARLY SERVICE CONTRACT	044916	3,060.00
-T00443	TOMMY BUCKNER	I-08-23654	01 -5542308	CONTRACTED SE REFEREE FEES/6 GAMES	044917	120.00
-TD0458	TONYA M BARNES	I-08-23653	01 -5542308	CONTRACTED SE SCREKEEPER FEES/6 GAMES	044918	48.00
-T00540	TREATS SOLUTIONS INC	I-109165-00	01 -5542203	REPAIRS & MAI JANITORIAL SUPPLIES	044919	914.70
-U00060	U. S. POSTAL SERV.ZIP+4	I-08-23694	01 -5215312	EQUIPMENT REN P.O BOX RENTAL FEE	044920	200.00
-U00130	UNITED SAFETY & CLAIMS	I-08-23687	01 -5215106	WORKMAN'S COM WORKER COMP MED EXP	044922	9,376.35
		I-08-23687	01 -5215106	WORKMAN'S COM COURT ORDER ARLAN SENNETT	044922	16,713.60
-V00150	VULCAN SIGN	I-163236	01 -5863203	REPAIR & MAIN BLANK SIGN MATERIALS	044923	972.82
-X00020	XEROX CORP-MAJOR ACCOUN	I-038043757	01 -5215312	EQUIPMENT REN XEROX LEASE	044927	1,116.29
			FUND 01 GENERAL FUND	TOTAL:		78,163.02

CKET: 04128 DONNA CREWS CK44665

NDOR SET: 01

ND : 02 MPWA

NDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-B00491	BRENNIAG SOUTHWEST					
		I-BSW117446	02 -5974206	MAJOR CHEMICA FULL LOAD OF POLYMER	044851	21,418.98
-E00265	ERMI ENVIRONMENTAL LABS					
		I-0807112	02 -5973304	LAB TESTING LAB TESTING	044862	175.25
		I-0807122	02 -5973304	LAB TESTING LAB TESTING	044862	125.00
		I-0807490	02 -5973304	LAB TESTING LAB TESTING	044862	125.00
		I-0807493	02 -5973304	LAB TESTING LAB TESTING	044862	175.25
		I-0900191	02 -5973304	LAB TESTING LAB TESTING	044862	125.00
		I-0900192	02 -5973304	LAB TESTING LAB TESTING	044862	175.25
-F00310	FRONTIER INTNL. TRUCKS					
		I-757361	02 -5862203	REPAIRS & MAI AIR COMPRESSOR/SW-4	044865	1,115.17
-G00500	AMSAN-PARIS					
		I-194420170	02 -5973203	REPAIRS & MAI CLEANING SUPPLIES	044868	85.66
		I-194420188	02 -5973203	REPAIRS & MAI CLEANING SUPPLIES	044868	723.97
-K00100	KEEP HOUSTON BEAUTIFUL					
		I-#1	02 -5871331	EMPLOYEE TRAV MS4 STORMWATER CONFERENCE	044876	225.00
-M00304	MESHEK & ASSOC. INC					
		I-#6	02 -5871302	CONSULTANTS(H STORMWATER CONTRACT	044883	2,141.70
-000196	OKLA. DEPT. OF TRANSPOR					
		I-12996	02 -5871302	CONSULTANTS(H CITY SHARE(20%) OF BI-ANN	044893	1,913.00
-000275	OKLA DEPT OF COMMERCE					
		I-08-21572 - FEB 09	02 -5267521	CDBG LOAN #89 CDBG-EDIF #8908 ECON. DEV	044896	1,145.83
-P00078	PAM JOSLIN					
		I-229	02 -5975207	CLOTHING ALLO SHIRTS-UTILITY MAINT	044902	229.00
		I-233	02 -5973207	CLOTHING ALLO SHIRTS-LIQUID WASTE	044902	467.00
		I-234.	02 -5871207	CLOTHING ALLO SHIRTS-ENGINEERING	044902	123.00
-P00420	POSTMASTER					
		I-08-23662	02 -5216317	POSTAGE POSTAGE/UTILITY BILLING	044903	4,500.00
-S00725	STAPLES CREDIT PLAN					
		I-60114	02 -5973203	REPAIRS & MAI OFFICE SUPPLIES	044910	74.51
-T00016	TANK WORKS					
		I-18291	02 -5974203	REPAIRS & MAI 125 GALLON TANKS	044914	1,424.00
-T00031	TAW INC.					
		I-22307	02 -5864203	REPAIRS & MAI COVER MATERIAL/LANDFILL	044915	1,950.00
-U00060	U. S. POSTAL SERV.ZIP+4					
		I-08-23694	02 -5267312	EQUIPMENT REN P.O BOX RENTAL FEE	044920	200.00

ACCOUNT: 04128 DONNA CREWS CK44665

PAYOR SET: 01

FUND : 02 MPWA

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

-000130	UNITED SAFETY & CLAIMS					
		I-08-23581	02 -5267106	WORKMAN'S COM WORKERS COMP	044921	7,673.78

-000130	WATER PRODUCTS					
		I-0737967	02 -5975202	OPERATING SUP NEW FIRE HYDRANTS	044925	932.12
		I-0737967-IN	02 -5975202	OPERATING SUP 2 FIRE HYDRANTS, ANCHORS,	044925	6,043.26
		I-0739410	02 -5975202	OPERATING SUP NEW FIRE HYDRANTS	044925	2,835.96
		I-0741636-IN	02 -5975209	UTILITY MAINT 6 X 7 1/2	044925	1,060.00
		I-0741636-IN	02 -5975209	UTILITY MAINT 6 X 15	044925	1,480.00
		I-0742674-IN	02 -5975209	UTILITY MAINT TAPPING SADDLES	044925	470.00
		I-0742675-IN	02 -5975202	OPERATING SUP 12" CLAMPS	044925	1,141.92
			FUND	02 MPWA	TOTAL:	60,274.61

CKET: 04128 DONNA CREWS CK44665

NDOR SET: 01

ND : 03 AIRPORT AUTHORITY

NDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-F00170	FIRST NATIONAL BANK					
		I-08-21571 - FEB 09	03 -5876511	FNB LOAN #119 LOAN#119817 AIRPORT AUTH	044864	2,510.00
-G00490	GRISSOM IMPLEMENT INC					
		I-62238	03 -5876203	REPAIRS & MAI REPAIRS & MAINTENANCE	044867	150.61
-P00078	PAM JOSLIN					
		I-232	03 -5876207	CLOTHING ALLO AIRPORT	044902	127.00
-W00269	WHITES TRACTORS					
		I-01527	03 -5876203	REPAIRS & MAI OPEN PO FOR REPAIR & MAIN	044926	127.00
		I-01531	03 -5876203	REPAIRS & MAI OPEN PO FOR REPAIR & MAIN	044926	14.00
			FUND 03	AIRPORT AUTHORITY	TOTAL:	2,928.61

ACCOUNT: 04128 DONNA CREWS CK44665

ENDOR SET: 01

FUND : 08 NUTRITION

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

-D00213	DEBBIE COMPTON					
		I-08-23666	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	044858	105.00
		I-08-23667	08 -5549308	CONTRACT SERV REIMBURSEMENT OF MILEAGE	044858	84.70
-G00220	KENNETH EUGENE CARR					
		I-08-23663	08 -5549308	CONTRACT SERV REIMBURSEMENT FOR MILEAGE	044866	96.25
-K00186	KENNETH BAKER					
		I-08-23664	08 -5549308	CONTRACT SERV REIMBURSEMENT FOR MILEAGE	044877	63.25
		I-08-23665	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	044877	90.00
-P00078	PAM JOSLIN					
		I-228	08 -5549207	CLOTHING ALLO NUTRITION	044902	209.00
			FUND	08 NUTRITION	TOTAL:	648.20

CKET: 04128 DONNA CREWS CK44665

NDOR SET: 01

ND : 24 AIRPORT GRANT

NDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-K00066	KATCON INC.	I-5	24 -5876404	RE-NUMBER 6 R AIRPORT RAMP/RENUMBERING	044874	32,111.75
			FUND	24 AIRPORT GRANT	TOTAL:	32,111.75

CKET: 04128 DONNA CREWS CK44665

NDOR SET: 01

ND : 28 SE EXPO CTR/TOURISM FUND

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

-B00192	BEN E. KEITH					
		I-00784618	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	044849	1,112.32
		I-782527-A	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	044849	377.66
		I-782527-B	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	044849	1,494.02
-J00110	JACKIE BRANNON CORR. CT					
		I-F167	28 -5654308	CONTRACT SERV INMATE LABOR	044873	98.71
-L00428	LOWE'S CREDIT SERVICES					
		I-01001	28 -5654203	REPAIR & MAIN REPAIR & MAINT SUPPLIES	044881	30.66
-S00725	STAPLES CREDIT PLAN					
		I-72701	28 -5654202	OPERATING SUP BLANKET PO/OFFICE SUPPLIE	044910	59.79
-S00443	SOUTHEAST EXPO CENTER					
		I-08-23548	28 -5654349	COUNCIL PARTN PARTNERSHIP/CRYSTAL DARKN	044913	375.00
-T00540	TREATS SOLUTIONS INC					
		I-109323-00	28 -5654203	REPAIR & MAIN JANITORIAL SUPPLIES	044919	1,101.59
		I-109323-01	28 -5654203	REPAIR & MAIN JANITORIAL SUPPLIES	044919	45.50
		I-109700-00	28 -5654203	REPAIR & MAIN JANITORIAL SUPPLIES	044919	1,055.10
-W00040	WALMART COMMUNITY BRC					
		I-019775	28 -5654210	CONCESSION SU BLANKET PO/CONCESSION SUP	044924	123.53
		I-020492	28 -5654210	CONCESSION SU BLANKET PO/CONCESSION SUP	044924	39.44
		I-022662	28 -5654210	CONCESSION SU BLANKET PO/CONCESSION SUP	044924	146.49
		I-023758	28 -5654210	CONCESSION SU BLANKET PO/CONCESSION SUP	044924	278.36
		I-024060	28 -5654210	CONCESSION SU BLANKET PO/CONCESSION SUP	044924	73.56
			FUND	28 SE EXPO CTR/TOURISM FUND TOTAL:		6,411.73

CKET: 04128 DONNA CREWS CK44665

NDOR SET: 01

ND : 30 ECONOMIC DEVELOPMENT

NDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
-000275	OKLA DEPT OF COMMERCE					
		I-08-21544 - FEB 09	30 -5211510	CDBG / EDIF D CDBG-EDIF CONT. #12248 ED	044896	282.50
			FUND	30 ECONOMIC DEVELOPMENT	TOTAL:	282.50
					REPORT GRAND TOTAL:	180,820.42

** G/L ACCOUNT TOTALS **

AR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
08-2009	01 -5210202	OPERATING SUPPLIES	94.31	5,500		1,236.04	
	01 -5211202	OPERATING SUPPLIES	128.69	6,050		2,645.09	
	01 -5211330	DUES & SUBSCRIPTIONS	25.00	1,500		1,475.00	
	01 -5212317	ADVERTISING & PRINTING	15.30	5,000		2,730.56	
	01 -5212330	DUES & SUBSCRIPTIONS	25.00	350		133.50	
	01 -5214302	CONSULTANTS/LABOR RELATION	180.00	119,965		54,677.59	
	01 -5215106	WORKMAN'S COMP	26,089.95	188,525		23,997.56	Y
	01 -5215302	CONSULTANTS	4,250.00	40,000		3,318.80	
	01 -5215312	EQUIPMENT RENTALS	1,316.29	50,806		23,387.67	
	01 -5215315	TELEPHONE UTILITY	4,071.00	71,628		32,543.21	
	01 -5215323	DAMAGES	136.95	60,000		14,522.75	
	01 -5215355	OIL-OK FOR INDEPENDENT LIV	2,000.00	24,000		0.00	
	01 -5215480	CONTINGENCY/ADA COMPLIANCE	7,635.00	46,445		27,105.04	
	01 -5225202	OPERATING SUPPLIES	233.99	4,000		2,086.99	
	01 -5225401	COMPUTER TECHNOLOGY	1,131.05	47,500		27,624.02	
	01 -5320202	OPERATING EXPENSE	109.99	5,000		1,440.03	
	01 -5321202	OPERATING SUPPLIES	250.00	15,000		8,914.35	
	01 -5321207	CLOTHING ALLOWANCE	1,355.66	27,200		610.40	
	01 -5321308	CONTRACTED SERVICES	1,335.23	20,683		11,797.85	
	01 -5321317	ADVERTISING & PRINTING/PRO	399.25	1,000		600.75	
	01 -5321324	SWAT	2,063.15	10,000		4,986.86	
	01 -5431202	OPERATING SUPPLIES	1,754.34	27,000		6,431.43	
	01 -5431207	CLOTHING ALLOWANCE	89.97	16,125		4,233.37	
	01 -5431316	REPAIRS & MAINTENANCE	134.00	16,000		3,620.86	
	01 -5431330	DUES & SUBSCRIPTIONS	2,453.00	13,000		8,099.00	
	01 -5542202	OPERATING SUPPLIES	407.68	48,000		31,519.50	
	01 -5542203	REPAIRS & MAINT SUPPLIES	1,396.52	26,000		2,751.62	
	01 -5542204	SMALL TOOLS	838.00	3,000		1,290.44	
	01 -5542308	CONTRACTED SERVICES	464.00	25,000		11,112.03	
	01 -5544202	OPERATING SUPPLIES	375.98	8,000		2,704.48	
	01 -5547203	REPAIRS & MAINT SUPPLIES	90.55	10,000		2,936.11	
	01 -5547207	CLOTHING ALLOWANCE	285.00	1,250		509.37	
	01 -5548203	REPAIRS & MAINTENANCE SUPP	128.51	40,000		8,593.57	
	01 -5548204	SMALL TOOLS	302.52	5,000		3,603.08	
	01 -5548207	CLOTHING ALLOWANCE	90.00	750		399.01	
	01 -5548316	REPAIRS & MAINTENANCE	162.50	16,000		9,679.66	
	01 -5652330	DUES & SUBSCRIPTIONS	35.00	3,000		2,536.20	
	01 -5653330	DUES & SUBSCRIPTIONS	314.95	1,000		685.05	
	01 -5653348	DRUG TESTING & MISC. FEES	459.25	8,000		3,863.25	
	01 -5862203	REPAIRS & MAINT SUPPLIES	2,262.34	170,670		25,929.43	
	01 -5862205	PETROLEUM PRODUCTS	6,286.78	435,000		202,157.91	
	01 -5862207	CLOTHING ALLOWANCE	84.00	2,000		813.60	
	01 -5863203	REPAIR & MAINT SUPPLIES	1,202.12	50,000		43,873.39	
	01 -5865218	STREET RE-SURFACING	2,608.38	173,000		57,855.15	
	01 -5865510	CAPITAL LEASE	3,091.82	37,101		0.00	

** G/L ACCOUNT TOTALS **

AR	ACCOUNT	NAME	AMOUNT	-----LINE ITEM-----		-----GROUP BUDGET-----	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	02 -5216317	POSTAGE	4,500.00	50,000		27,500.00	
	02 -5267106	WORKMAN'S COMP	7,673.78	188,525		10,512.30	
	02 -5267312	EQUIPMENT RENTALS	200.00	0		200.00-	Y
	02 -5267521	CDBG LOAN #8908	1,145.83	13,750		0.04	
	02 -5862203	REPAIRS & MAINT SUPPLIES	1,115.17	239,000		60,895.87	
	02 -5864203	REPAIRS & MAINT SUPPLIES	1,950.00	31,500		6,978.88	
	02 -5871207	CLOTHING ALLOWANCE	123.00	500		208.00	
	02 -5871302	CONSULTANTS(HMP & SW PHASE	4,054.70	80,000		3,087.00	
	02 -5871331	EMPLOYEE TRAVEL & TRAININ	225.00	1,750		455.37	
	02 -5973203	REPAIRS & MAINT SUPPLIES	884.14	57,500		20,273.29	
	02 -5973207	CLOTHING ALLOWANCE	467.00	3,250		1,479.31	
	02 -5973304	LAB TESTING	900.75	20,000		2,746.66	
	02 -5974203	REPAIRS & MAINT SUPPLIES	1,424.00	40,000		18,148.09	
	02 -5974206	MAJOR CHEMICALS	21,418.98	300,000		45,997.70	
	02 -5975202	OPERATING SUPPLIES	10,953.26	30,000		6,670.35	
	02 -5975207	CLOTHING ALLOWANCE	229.00	2,750		1,275.58	
	02 -5975209	UTILITY MAINTENANCE SUPP.	3,010.00	30,000		4,221.40	
	03 -5876203	REPAIRS & MAINT SUPPLIES	291.61	3,000		662.26	
	03 -5876207	CLOTHING ALLOWANCE	127.00	750		328.14	
	03 -5876511	FNB LOAN #119817 PAYMENTS	2,510.00	30,120		0.00	
	08 -5549207	CLOTHING ALLOWANCE	209.00	1,000		726.00	
	08 -5549308	CONTRACT SERVICES	439.20	13,530		3,838.23	
	24 -5876404	RE-NUMBER & REPAIR APRON	32,111.75	356,170		30,805.81	
	28 -5654202	OPERATING SUPPLIES	59.79	7,726		1,625.08	
	28 -5654203	REPAIR & MAINT SUPPLIES	2,232.85	16,000		4,767.05	
	28 -5654210	CONCESSION SUPPLIES	3,645.38	25,200		5,057.03	
	28 -5654308	CONTRACT SERVICES	98.71	3,000		1,563.83	
	28 -5654349	COUNCIL PARTNERSHIP	375.00	5,000		2,375.00	
	30 -5211510	CDBG / EDIF DURALINE LOAN	282.50	3,390		0.00	
	** 2008-2009 YEAR TOTALS **		180,820.42				

NO ERRORS

** END OF REPORT **

PKET: 04128 DONNA CREWS CK44665

IDOR SET: 01

----- REPORT TOTALS -----

FUND DISTRIBUTION

FUND NO#	FUND NAME	AMOUNT
01	GENERAL FUND	78,163.02CR
02	MPWA	60,274.61CR
03	AIRPORT AUTHORITY	2,928.61CR
08	NUTRITION	648.20CR
24	AIRPORT GRANT	32,111.75CR
28	SE EXPO CTR/TOURISM FUND	6,411.73CR
30	ECONOMIC DEVELOPMENT	282.50CR
** TOTALS **		180,820.42CR

----- TYPE OF CHECK TOTALS -----

	NUMBER	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
HAND CHECKS		0.00	0.00	0.00
		0.00	0.00	
DRAFTS		0.00	0.00	0.00
		0.00	0.00	
REG-CHECKS		180,820.42	180,820.42CR	0.00
		180,820.42	0.00	
EFT		0.00	0.00	0.00
		0.00	0.00	
NON-CHECKS		0.00	0.00	0.00
		0.00	0.00	
ALL CHECKS		180,820.42	180,820.42CR	0.00
		180,820.42	0.00	

TOTAL CHECKS TO PRINT: 85

ERRORS: 0 WARNINGS: 0



McAlester City Council

AGENDA REPORT

Meeting Date: February 10, 2009 Item Number: 1
Department: City Council
Prepared By: Mayor Kevin Priddle Account Code: _____
Date Prepared: 01/27/09 Budgeted Amount: _____
Exhibits: One

Subject

Presentation of Monthly Financial Report for December, 2008.

Recommendation

Discussion

Attached Financial Report by Mayor Kevin E. Priddle.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	<u>MBR</u>	<u>1/27/09</u>

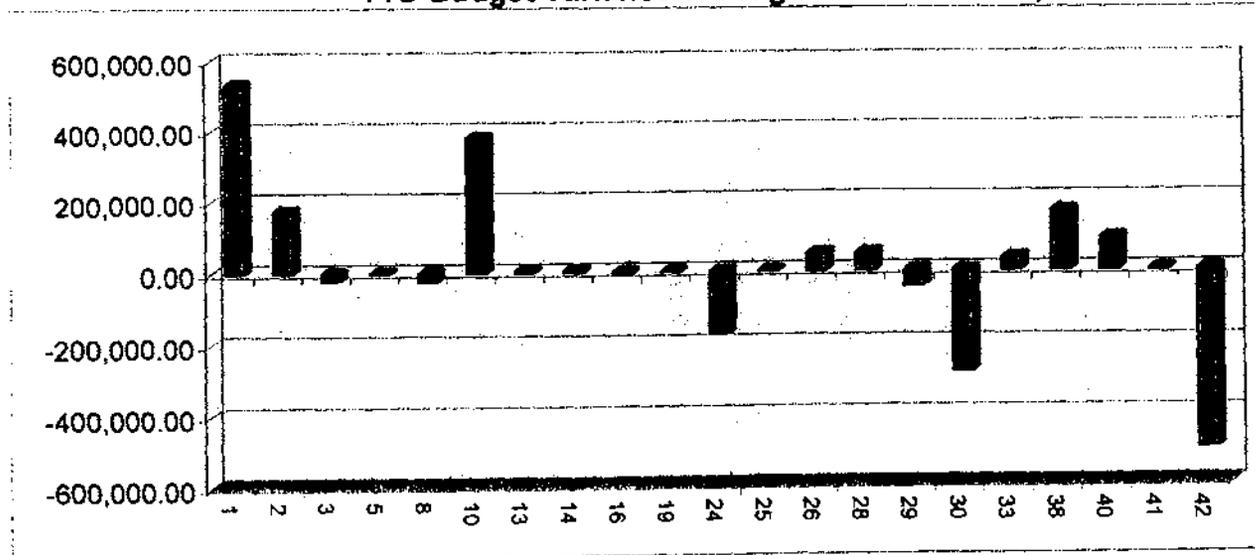
Revenue Recap Through December 31st, 2008

Month: 6

Fund	Fund Name	Annual Budget	Monthly Budget	Current Period	Monthly Variance From Budget	YTD Actual	YTD Budget	YTD Variance From Budget
1	General Fund	13,947,321.50	1,182,278.79	1,929,593.66	767,316.87	7,507,252.48	8,973,860.75	533,591.73
2	MPWA	9,283,528.89	773,827.41	802,952.17	29,324.76	4,814,702.25	4,641,764.45	172,937.81
3	Airport Authority	217,196.19	18,099.88	7,218.07	-10,881.81	89,576.49	108,598.10	-19,021.61
5	Parking Authority	4,560.00	380.00	280.00	-100.00	1,870.00	2,280.00	-610.00
8	Nutrition	254,317.18	21,193.10	7,340.05	-13,853.05	103,989.46	127,158.59	-23,169.13
10	Wellness Center	339,064.00	28,255.33	92,777.25	64,521.92	549,823.57	189,532.00	360,291.57
13	Juvenile Fine/Reserve	7,784.00	648.67	289.00	-379.67	8,130.00	3,892.00	4,238.00
14	COPS /Grant	13,500.00	1,125.00	900.00	-225.00	11,275.00	6,750.00	4,525.00
16	Revolving Evidence	10,525.00	877.08	20.05	-857.03	1,168.16	5,282.50	-4,094.34
19	Fire Improvement Grnt	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24	Airport Grant	356,170.00	29,680.83	5,424.00	-24,256.83	5,424.00	178,085.00	-172,881.00
25	Airport Hangars	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26	Educational Fund	1,023,693.00	85,307.75	94,699.58	9,391.83	559,139.76	511,848.50	47,293.28
28	SE EXPO Ctr/Tourism	738,050.00	61,504.17	85,285.57	3,781.40	415,894.30	369,025.00	46,869.30
29	E-911	798,000.00	66,500.00	54,425.48	-12,074.52	355,313.39	399,000.00	-43,686.61
30	Economic Development	1,899,193.00	158,266.08	138,708.59	-19,559.49	668,245.80	949,598.50	-283,352.70
33	CDBG Grants Fund	159,000.00	13,250.00	79,500.00	66,250.00	111,079.07	79,500.00	31,579.07
38	Dedicated Sales Tax-M	4,081,774.00	340,147.83	371,109.02	30,961.19	2,205,886.31	2,040,667.00	164,999.31
40	Emergency Fund	237,736.36	19,811.36	31,328.20	11,516.84	205,986.79	118,868.18	87,118.61
41	CIP Fund	5,000.00	416.67	35.26	-381.41	1,848.07	2,500.00	-651.93
42	Dept of Trea/Equitable	1,000,000.00	83,333.33	0.00	-83,333.33	0.00	500,000.00	-500,000.00

Total: 34,378,413.12 2,864,701.09 3,661,863.95 817,162.86 17,614,404.90 17,188,206.56 426,196.34

YTD Budget Variance Through December 31st, 2008

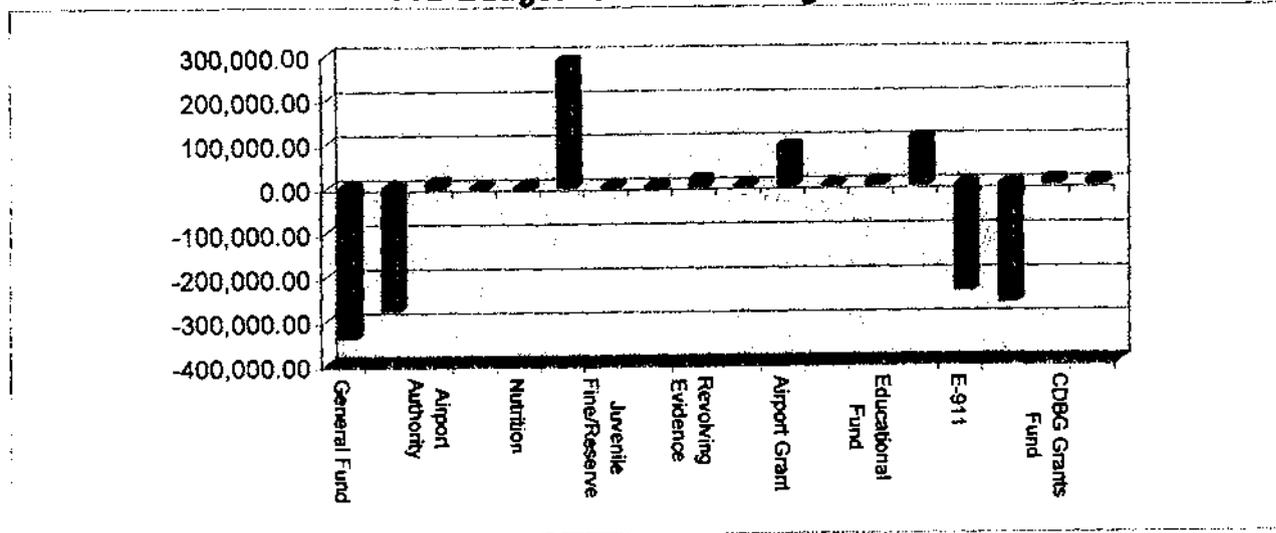


Expense Recap Through December 31st, 2008

Month: 6

Fund	Fund Name	Annual Budget	Monthly Budget	Current Period	Monthly Variance From Budget	YTD Actual	YTD Budget	YTD Variance From Budget
1	General Fund	13,926,870.82	1,160,585.90	1,156,272.11	-4,283.79	6,624,759.74	6,983,335.41	-338,575.67
2	MPWA	9,183,033.97	765,252.83	1,567,940.33	802,687.50	4,316,344.04	4,691,516.99	-275,172.95
3	Airport Authority	217,296.07	18,108.01	19,303.37	1,195.36	121,241.36	108,848.04	12,593.33
5	Parking Authority	4,560.00	380.00	123.50	-256.50	1,012.13	2,280.00	-1,287.87
8	Nutrition	254,316.68	21,193.06	25,549.45	4,356.39	122,198.67	127,158.34	-4,959.67
10	Wellness Center	339,064.00	28,255.33	0.00	-28,255.33	457,046.32	169,532.00	287,514.32
13	Juvenile Fine/Reserve	7,784.00	648.67	431.43	-217.24	2,777.90	3,892.00	-1,114.10
14	COPS /Grant	13,500.00	1,125.00	0.00	-1,125.00	0.00	6,750.00	-6,750.00
16	Revolving Evidence	60,000.00	5,000.00	24,998.00	19,998.00	46,041.06	30,000.00	16,041.06
19	Fire Improvement Grnt	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24	Airport Grant	356,170.00	29,680.83	83,539.24	53,858.41	267,505.24	178,085.00	89,420.24
25	Airport Hangars	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26	Educational Fund	836,484.50	69,707.04	53,543.12	-16,163.92	426,730.51	418,242.25	8,488.26
28	SE EXPO Ctr/Tourism	835,401.65	69,816.80	31,758.13	-37,858.67	524,590.05	417,700.83	106,889.23
29	E-911	794,980.13	86,248.34	51,059.50	-15,188.84	181,674.61	397,490.07	-235,815.46
30	Economic Development	1,557,063.44	129,756.95	94,575.63	-35,181.32	515,841.23	778,541.72	-262,700.49
33	CDBG Grants Fund	159,000.00	13,250.00	56,003.13	42,753.13	90,145.66	79,500.00	10,645.66
38	Dedicated Sales Tax-M	3,159,226.50	263,266.88	264,246.46	977.59	1,588,478.76	1,579,613.25	8,865.51
40	Emergency Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41	CIP Fund	37,500.00	3,125.00	3,581.19	456.19	22,554.90	18,750.00	3,804.90
42	Dept. of Treas/Equitab	342,000.00	28,500.00	0.00	-28,500.00	0.00	171,000.00	-171,000.00
Total:		32,084,071.76	2,673,672.65	3,432,924.59	759,251.94	15,288,942.18	16,042,035.88	-753,093.70

YTD Budget Variance Through December 31st, 2008

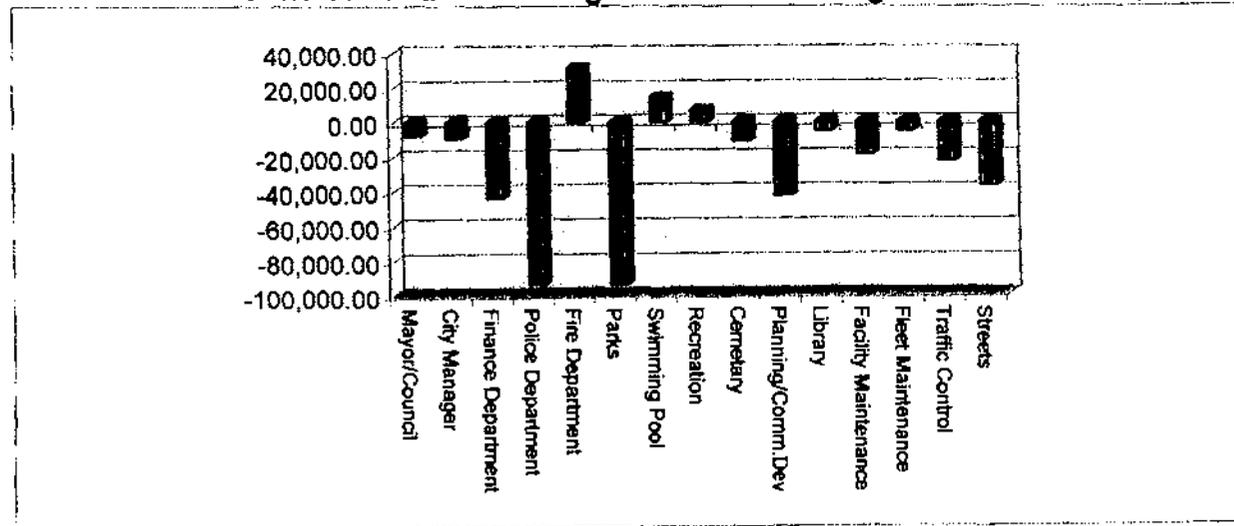


General Fund Expense Recap Through December 31st, 2008

Month: 6

Dept	Fund Name	Annual Budget	Monthly Budget	Current Period	Monthly Variance From Budget	YTD Actual	YTD Budget	YTD Variance From Budget
Legislat	Mayor/Council	299,616.56	24,968.05	15,679.70	-9,288.35	142,293.08	149,808.28	-7,515.20
Admin	City Manager	314,272.39	28,189.37	26,852.50	663.13	147,878.58	157,136.20	-9,257.62
Admin	Finance Department	2,485,523.44	207,126.95	195,887.19	-11,239.76	1,198,846.00	1,242,761.72	-43,915.72
Police	Police Department	3,628,516.75	302,376.40	320,767.36	18,390.96	1,720,820.31	1,814,258.38	-93,438.06
Fire	Fire Department	2,975,553.27	247,962.77	291,521.84	43,559.07	1,519,557.30	1,487,776.84	31,780.67
Comm.Serv.	Parks	944,440.13	78,703.34	62,561.65	-18,141.69	378,783.04	472,220.07	-93,437.03
Comm.Serv.	Swimming Pool	142,716.75	11,893.08	82.32	-11,810.74	85,881.98	71,358.38	14,523.61
Comm.Serv.	Recreation	147,607.63	12,300.64	12,746.52	445.88	80,734.51	73,803.82	8,930.69
Comm.Serv.	Cemetery	307,521.62	25,626.80	26,679.71	71,551.06	142,514.44	153,780.81	-11,246.37
Plan Comm.Dev	Planning/Comm.Dev	382,917.60	31,909.80	27,057.85	-4,851.95	148,531.98	191,458.80	-42,926.82
Public Works	Library	54,498.39	4,541.53	3,660.61	-880.92	21,634.91	27,249.20	-5,614.29
Public Works	Facility Maintenance	227,797.37	18,983.11	13,833.81	-5,149.30	94,692.84	113,898.89	-19,205.85
Public Works	Fleet Maintenance	998,887.09	83,238.92	65,963.81	-17,275.11	494,224.20	499,433.55	-5,209.34
Public Works	Traffic Control	205,689.79	17,139.15	13,815.74	-3,323.41	79,800.86	102,834.90	-23,034.24
Public Works	Streets	811,152.04	87,596.00	79,161.50	11,565.50	368,565.91	405,578.02	-37,010.11
Total:		13,926,670.82	1,160,555.90	1,156,272.11	88,214.36	6,624,759.74	8,963,335.41	-338,575.67

General Fund YTD Budget Variance Through December 31st, 2008

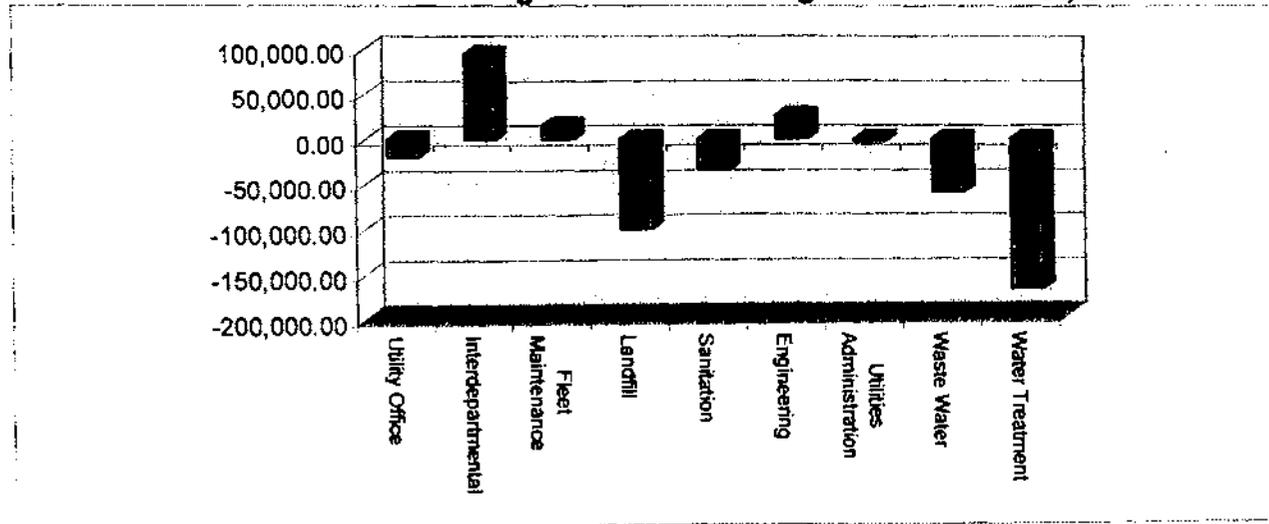


MPWA Fund Expense Recap Through December 31st, 2008

Month: 6

Dept	Fund Name	Annual Budget	Monthly Budget	Current Period	Monthly Variance From Budget	YTD Actual	YTD Budget	YTD Variance From Budget
Administrative	Utility Office	349,995.33	29,166.28	23,325.75	-5,840.53	155,332.18	174,997.67	-19,665.49
Administrative	Interdepartmental	3,252,136.50	271,011.38	1,069,045.81	798,034.44	1,721,498.44	1,626,086.25	95,430.19
Public Works	Fleet Maintenance	419,000.00	34,916.87	56,874.55	21,957.88	224,849.80	209,500.00	15,349.80
Public Works	Landfill	611,630.13	50,969.18	63,377.16	12,407.98	205,085.21	305,815.07	-100,729.86
Public Works	Sanitation	648,906.03	54,075.50	46,009.47	-8,066.03	289,298.64	324,453.02	-35,154.38
Engineering	Engineering	466,612.49	38,884.37	36,312.26	-2,572.11	259,883.23	233,306.25	26,376.99
Utilities	Utilities Administration	128,499.22	10,708.27	11,247.46	539.19	61,287.91	64,249.61	-2,961.70
Utilities	Waste Water	786,393.90	65,532.83	59,861.94	-5,670.89	332,417.56	393,196.95	-60,779.39
Utilities	Water Treatment	1,889,905.82	157,492.15	158,563.44	1,071.29	776,526.41	944,952.91	-168,426.50
Utilities	Utility Maintenance	629,954.55	52,496.21	43,322.49	-9,173.72	290,364.66	314,977.26	-24,612.62
Total:		9,183,033.97	765,252.83	1,567,940.33	802,687.50	4,316,344.04	4,591,516.99	-275,172.95

MPWA YTD Budget Variance Through December 31st, 2008



REVENUE SUMMARY

AS OF: DECEMBER 31ST, 2008

REVENUES

ACCOUNT	ANNUAL BUDGET	CURRENTNT PERIOD	Y-T-D ACTUAL	PERC. BUDGET	BUDGET BALANCE	Y-T-D ENCUMB.	ENCUMB. BALANCE
01 -GENERAL FUND							
TAXES	9,826,597.00	860,872.21	5,326,780.16	54.21	4,499,816.84	0.00	4,499,816.84
LICENSES AND PERMITS	110,515.00	1,959.00	59,217.00	53.58	51,298.00	0.00	51,298.00
GRANTS	24,000.00	0.00	0.00	0.00	24,000.00	0.00	24,000.00
CHARGES FOR SERVICES	875,404.00	100,864.05	538,698.53	61.54	336,705.47	0.00	336,705.47
FINES AND FORFEITURES	623,000.00	74,867.00	389,824.40	62.57	233,165.60	0.00	233,165.60
MISCELLANEOUS	394,626.00	15,175.71	146,132.70	37.03	248,493.30	0.00	248,493.30
TRANSFERS	2,093,179.50	875,855.69	1,046,589.69	50.00	1,046,589.61	0.00	1,046,589.61
TOTAL 01 -GENERAL FUND	13,947,321.50	1,929,593.66	7,507,252.48	53.83	6,440,069.02	0.00	6,440,069.02
02 -MFWA							
GRANTS	95,678.00	0.00	105,169.99	109.92	(9,491.99)	0.00	(9,491.99)
CHARGES FOR SERVICES	8,175,065.00	802,857.41	4,709,274.33	57.61	3,465,790.67	0.00	3,465,790.67
MISCELLANEOUS	6,000.30	94.76	257.93	4.30	5,742.37	0.00	5,742.37
TRANSFERS	1,006,785.59	0.00	0.00	0.00	1,006,785.59	0.00	1,006,785.59
TOTAL 02 -MFWA	9,283,528.89	802,952.17	4,814,702.25	51.86	4,468,826.64	0.00	4,468,826.64
03 -AIRPORT AUTHORITY							
CHARGES FOR SERVICES	154,960.00	7,218.07	78,576.49	50.71	76,383.51	0.00	76,383.51
MISCELLANEOUS	1,200.19	0.00	0.00	0.00	1,200.19	0.00	1,200.19
TRANSFERS	61,036.00	0.00	11,000.00	18.02	50,036.00	0.00	50,036.00
TOTAL 03 -AIRPORT AUTHORITY	217,196.19	7,218.07	89,576.49	41.24	127,619.70	0.00	127,619.70
05 -PARKING AUTHORITY							
CHARGES FOR SERVICES	4,560.00	280.00	1,670.00	36.62	2,890.00	0.00	2,890.00
TOTAL 05 -PARKING AUTHORITY	4,560.00	280.00	1,670.00	36.62	2,890.00	0.00	2,890.00
08 -NUTRITION							
GRANTS	74,272.00	7,340.05	37,737.46	50.81	36,534.54	0.00	36,534.54
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TRANSFERS	180,045.16	0.00	66,252.00	36.80	113,793.18	0.00	113,793.18
TOTAL 08 -NUTRITION	254,317.16	7,340.05	103,989.46	40.89	150,327.72	0.00	150,327.72
10 -WELLNESS CENTER							
TAXES	339,064.00	92,777.25	549,823.57	162.16	(210,759.57)	0.00	(210,759.57)
TOTAL 10 -WELLNESS CENTER	339,064.00	92,777.25	549,823.57	162.16	(210,759.57)	0.00	(210,759.57)
13 -JUVENILE FINE/RESERVE							
FINES AND FORFEITURES	7,784.00	269.00	8,130.00	104.45	(346.00)	0.00	(346.00)
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 13 -JUVENILE FINE/RESERVE	7,784.00	269.00	8,130.00	104.45	(346.00)	0.00	(346.00)

REVENUE SUMMARY

AS OF: DECEMBER 31ST, 2008

REVENUES

ACCOUNT	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	PERC. BUDGET	BUDGET BALANCE	Y-T-D ENCUMB.	ENCUMB. BALANCE
14 -C.O.P.S./GRANT							
GRANTS	13,500.00	900.00	11,275.00	83.52	2,225.00	0.00	2,225.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 14 -C.O.P.S./GRANT	13,500.00	900.00	11,275.00	83.52	2,225.00	0.00	2,225.00
16 -REVOLVING EVIDENCE							
FINES AND FORFEITURES	10,000.00	0.00	1,049.50	10.50	8,950.50	0.00	8,950.50
MISCELLANEOUS	525.00	20.05	118.66	22.60	406.34	0.00	406.34
TOTAL 16 -REVOLVING EVIDENCE	10,525.00	20.05	1,168.16	11.10	9,356.84	0.00	9,356.84
24 -AIRPORT GRANT							
GRANTS	337,746.00	0.00	0.00	0.00	337,746.00	0.00	337,746.00
MISCELLANEOUS	13,000.00	0.00	0.00	0.00	13,000.00	0.00	13,000.00
TRANSFERS	5,424.00	5,424.00	5,424.00	100.00	0.00	0.00	0.00
TOTAL 24 -AIRPORT GRANT	356,170.00	5,424.00	5,424.00	1.52	350,746.00	0.00	350,746.00
26 -EDUCATIONAL FUND							
TAXES	1,017,193.00	92,777.25	549,823.57	54.05	467,369.43	0.00	467,369.43
MISCELLANEOUS	6,500.00	1,922.33	9,316.19	143.33	(2,816.19)	0.00	(2,816.19)
TOTAL 26 -EDUCATIONAL FUND	1,023,693.00	94,699.58	559,139.76	54.62	464,553.24	0.00	464,553.24
28 -SE EXPO CTR/TOURISM FUND							
TAXES	600,000.00	51,987.42	352,530.62	58.76	247,469.38	0.00	247,469.38
CHARGES FOR SERVICES	136,050.00	13,296.15	63,352.53	45.89	74,697.47	0.00	74,697.47
MISCELLANEOUS	0.00	0.00	11.15	0.00	(11.15)	0.00	(11.15)
TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 28 -SE EXPO CTR/TOURISM FUN	736,050.00	65,283.57	415,894.30	56.35	322,155.70	0.00	322,155.70
29 -E-911							
TAXES	796,000.00	54,425.48	355,313.39	44.53	442,686.61	0.00	442,686.61
TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 29 -E-911	796,000.00	54,425.48	355,313.39	44.53	442,686.61	0.00	442,686.61
30 -ECONOMIC DEVELOPMENT							
TAXES	1,017,193.00	92,777.25	549,823.57	54.05	467,369.43	0.00	467,369.43
MISCELLANEOUS	182,000.00	45,929.34	116,422.23	63.97	65,577.77	0.00	65,577.77
TRANSFERS	700,000.00	0.00	0.00	0.00	700,000.00	0.00	700,000.00
TOTAL 30 -ECONOMIC DEVELOPMENT	1,899,193.00	138,706.59	666,245.80	35.08	1,232,947.20	0.00	1,232,947.20
33 -CDBG GRANTS FUND							
GRANTS	79,500.00	0.00	31,579.07	39.72	47,920.93	0.00	47,920.93
TRANSFERS	79,500.00	79,500.00	79,500.00	100.00	0.00	0.00	0.00
TOTAL 33 -CDBG GRANTS FUND	159,000.00	79,500.00	111,079.07	69.86	47,920.93	0.00	47,920.93

REVENUE SUMMARY

AS OF: DECEMBER 31ST, 2008

REVENUES

ACCOUNT	ANNUAL BUDGET	CURRENTNT PERIOD	Y-T-D ACTUAL	PERC. BUDGET	BUDGET BALANCE	Y-T-D ENCUMB.	ENCUMB. BALANCE
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38 -DEDICATED SALES TAX-MPWA							
TAXES	4,068,774.00	371,109.02	2,199,294.34	54.05	1,869,479.66	0.00	1,869,479.66
MISCELLANEOUS	13,000.00	0.00	6,591.97	50.71	6,408.03	0.00	6,408.03
TOTAL 38 -DEDICATED SALES TAX-MPW	4,081,774.00	371,109.02	2,205,886.31	54.04	1,875,887.69	0.00	1,875,887.69
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40 -EMERGENCY FUND							
MISCELLANEOUS	36,052.36	7,325.49	42,880.35	118.94	6,827.99	0.00	6,827.99
TRANSFERS	201,684.00	24,002.71	163,106.44	80.87	38,577.56	0.00	38,577.56
TOTAL 40 -EMERGENCY FUND	237,736.36	31,328.20	205,986.79	86.65	31,749.57	0.00	31,749.57
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41 -CIP FUND							
MISCELLANEOUS	5,000.00	35.26	1,848.07	36.96	3,151.93	0.00	3,151.93
TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 41 -CIP FUND	5,000.00	35.26	1,848.07	36.96	3,151.93	0.00	3,151.93
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42 -DEPT. OF TREA/EQUITABLE							
FINES AND FORFEITURES	1,000,000.00	0.00	0.00	0.00	1,000,000.00	0.00	1,000,000.00
TOTAL 42 -DEPT. OF TREA/EQUITABLE	1,000,000.00	0.00	0.00	0.00	1,000,000.00	0.00	1,000,000.00
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GRAND TOTAL REVENUES	34,376,413.12	3,681,863.95	17,614,404.90	51.24	16,762,008.22	0.00	16,762,008.22

REVENUE SUMMARY

AS OF: DECEMBER 31ST, 2008

REVENUES-ALL FUNDS PROOF

ACCOUNT	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	PERC. BUDGET	BUDGET BALANCE	Y-T-D ENCUMB.	ENCUMB. BALANCE
01 -GENERAL FUND	13,947,321.50	1,929,593.66	7,507,252.48	53.83	6,440,069.02	0.00	6,440,069.02
02 -MPWA	9,283,528.89	802,952.17	4,814,702.25	51.86	4,468,826.64	0.00	4,468,826.64
03 -AIRPORT AUTHORITY	217,196.19	7,218.07	89,576.49	41.24	127,619.70	0.00	127,619.70
05 -PARKING AUTHORITY	4,560.00	280.00	1,670.00	36.62	2,890.00	0.00	2,890.00
08 -NUTRITION	254,317.18	7,340.05	103,989.46	40.89	150,327.72	0.00	150,327.72
10 -WELLNESS CENTER	339,064.00	92,777.25	549,823.57	162.16	(210,759.57)	0.00	(210,759.57)
13 -JUVENILE FINE/RESERVE	7,784.00	269.00	6,130.00	104.45	(346.00)	0.00	(346.00)
14 -C.O.P.S./GRANT	13,500.00	900.00	11,275.00	83.52	2,225.00	0.00	2,225.00
16 -REVOLVING EVIDENCE	10,525.00	20.05	1,168.16	11.10	9,356.84	0.00	9,356.84
24 -AIRPORT GRANT	356,170.00	5,424.00	5,424.00	1.52	350,746.00	0.00	350,746.00
26 -EDUCATIONAL FUND	1,023,693.00	94,699.58	559,139.76	54.62	464,553.24	0.00	464,553.24
28 -SE EXPO CTR/TOURISM F	738,050.00	65,285.57	415,894.30	56.35	322,155.70	0.00	322,155.70
29 -E-911	798,000.00	54,425.48	355,313.39	44.53	442,686.61	0.00	442,686.61
30 -ECONOMIC DEVELOPMENT	1,899,193.00	138,706.59	666,245.80	35.08	1,232,947.20	0.00	1,232,947.20
33 -CDMG GRANTS FUND	159,000.00	79,500.00	111,079.07	69.86	47,920.93	0.00	47,920.93
38 -DEDICATED SALES TAX-M	4,081,774.00	371,109.02	2,205,886.31	54.04	1,875,887.69	0.00	1,875,887.69
40 -EMERGENCY FUND	237,736.36	31,328.20	205,986.79	86.65	31,749.57	0.00	31,749.57
41 -CIP FUND	5,000.00	35.26	1,848.07	36.96	3,151.93	0.00	3,151.93
42 -DEPT. OF TREA/EQUITAB	1,000,000.00	0.00	0.00	0.00	1,000,000.00	0.00	1,000,000.00
GRAND TOTAL REVENUES	34,376,413.12	3,681,863.95	17,614,404.90	51.24	16,762,008.22	0.00	16,762,008.22

DEPARTMENT EXPENSE SUMMARY

AS OF: DECEMBER 31ST, 2006

ACCOUNT	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	PERC. BUDGET	BUDGET BALANCE	Y-T-D ENCUMB.	ENCUMB. BALANCE
01-GENERAL FUND							
LEGISLATIVE DEPARTMENT							
MAYOR/COUNCIL	46,871.13	965.27	25,004.06	53.35	21,867.07	0.00	21,867.07
CITY CLERK	72,050.43	5,378.17	35,087.98	48.70	36,962.45	200.33	36,762.12
LEGAL	180,695.00	9,236.26	82,201.04	45.49	98,493.96	0.00	98,493.96
TOTAL LEGISLATIVE DEPARTMENT	299,616.56	15,679.70	142,293.08	47.49	157,323.48	200.33	157,123.15
CITY MANAGER							
CITY MANAGER	183,946.04	16,118.45	86,434.54	46.99	97,511.50	197.63	97,313.87
PERSONNEL	130,326.35	10,734.05	61,444.04	47.15	68,882.31	250.00	68,632.31
TOTAL CITY MANAGER	314,272.39	26,852.50	147,878.58	47.05	166,393.81	447.63	165,946.18
FINANCE DEPARTMENT							
FINANCE	219,267.58	8,380.70	51,382.66	23.43	167,884.92	1,503.02	166,381.90
MUNICIPAL COURT	276,278.91	21,417.68	108,112.47	39.13	168,166.44	201.10	167,965.34
INTERDEPARTMENTAL	1,846,341.18	159,414.27	974,886.34	52.80	871,454.84	91,654.64	779,800.20
INFORMATION TECHNOLOGY	143,635.77	6,674.54	64,464.53	44.88	79,171.24	12,984.66	66,186.58
TOTAL FINANCE DEPARTMENT	2,485,523.44	195,897.19	1,198,846.00	48.23	1,286,677.44	106,343.42	1,180,334.02
POLICE DEPARTMENT							
CID	784,956.37	82,363.64	410,332.77	52.27	374,623.60	1,344.90	373,278.70
PATROL	2,592,810.36	220,605.60	1,194,144.63	46.06	1,398,665.73	10,327.93	1,388,337.80
ANIMAL CONTROL	95,617.62	7,414.66	43,354.47	45.34	52,263.15	0.00	52,263.15
COMMUNICATIONS	155,132.40	10,383.46	72,988.44	47.05	82,143.96	585.00	81,638.96
TOTAL POLICE DEPARTMENT	3,628,516.75	320,767.36	1,720,820.31	47.42	1,907,696.44	12,177.83	1,895,518.61
FIRE DEPARTMENT							
FIRE DEPARTMENT	2,975,553.27	291,521.84	1,519,557.30	51.07	1,455,995.97	22,786.21	1,433,209.76
TOTAL FIRE DEPARTMENT	2,975,553.27	291,521.84	1,519,557.30	51.07	1,455,995.97	22,786.21	1,433,209.76
COMMUNITY SERVICES DEPARTMENT							
PARKS	944,440.13	62,561.65	378,783.04	40.11	565,657.09	10,593.00	555,064.09
SWIMMING POOL	142,716.75	82.32	85,881.98	60.18	56,834.77	100.00	56,734.77
RECREATION	147,607.62	12,746.52	80,734.51	54.70	66,873.12	850.00	66,023.12
CEMETARY	307,521.62	26,679.71	142,514.44	46.34	165,007.18	1,850.00	163,157.18
TOTAL COMMUNITY SERVICES DEPARTMENT	1,542,286.13	102,070.20	667,913.97	44.60	854,372.16	13,393.00	840,979.16
PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT							
CODES	382,917.60	27,057.85	148,531.98	38.79	234,385.62	577.55	234,008.07
TOTAL PLANNING AND COMMUNITY DEVEL	382,917.60	27,057.85	148,531.98	38.79	234,385.62	577.55	234,008.07
PUBLIC WORKS DEPARTMENT							
LIBRARY	54,498.39	3,660.61	21,634.91	39.70	32,863.48	2,460.00	30,403.48
FACILITY MAINTENANCE	227,797.37	13,833.81	94,692.84	41.57	133,104.53	6,099.17	127,005.36
FLEET MAINTENANCE	998,867.09	65,963.81	494,224.20	49.46	504,642.89	41,574.26	463,068.61
TRAFFIC CONTROL	205,669.79	15,815.74	79,800.66	38.80	125,869.13	2,873.42	122,995.71
STREETS	811,152.04	79,161.50	368,565.91	45.44	442,586.13	32,260.53	410,325.60
TOTAL PUBLIC WORKS DEPARTMENT	2,297,964.68	176,435.47	1,058,916.52	46.08	1,239,066.16	85,267.46	1,153,798.76

CITY OF MC ALESTER
 DEPARTMENT EXPENSE SUMMARY
 AS OF: DECEMBER 31ST, 2008

ACCOUNT	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	PERC. BUDGET	BUDGET BALANCE	Y-T-D ENCUMB.	ENCUMB. BALANCE
TOTAL 01-GENERAL FUND	13,926,670.82	1,156,272.11	6,624,759.74	47.57	7,301,911.08	240,993.37	7,060,917.71
02-MPWA							
FINANCE DEPARTMENT							
UTILITY OFFICE	349,995.33	23,325.75	155,332.10	44.38	194,663.15	493.54	194,169.61
INTERDEPARTMENTAL	3,252,136.50	1,069,045.81	1,721,498.44	52.93	1,530,638.06	22,016.57	1,508,621.49
TOTAL FINANCE DEPARTMENT	3,602,131.83	1,092,371.56	1,876,830.62	52.10	1,725,301.21	22,510.11	1,702,791.10
PUBLIC WORKS DEPARTMENT							
FLEET MAINTENANCE	419,000.00	56,874.55	224,849.80	53.66	194,150.20	22,303.40	171,846.80
LANDFILL	611,630.13	63,377.16	205,085.21	33.53	406,544.92	9,115.60	397,429.32
SANITATION	648,906.03	46,009.47	289,298.64	44.58	359,607.39	2,129.75	357,477.64
TOTAL PUBLIC WORKS DEPARTMENT	1,679,536.16	166,261.18	719,233.65	42.82	960,302.51	33,548.75	926,753.76
ENGINEERING DEPARTMENT							
ENGINEERING	466,612.49	36,312.26	259,683.23	55.65	206,929.26	60,166.43	146,762.83
TOTAL ENGINEERING DEPARTMENT	466,612.49	36,312.26	259,683.23	55.65	206,929.26	60,166.43	146,762.83
UTILITIES DEPARTMENT							
UTILITIES ADMIN DEPT	128,499.22	11,247.46	61,287.91	47.70	67,211.31	100.00	67,111.31
WASTE WATER	786,393.90	59,861.94	332,417.56	42.27	453,976.34	35,731.79	418,244.55
WATER TREATMENT	1,889,905.82	158,563.44	776,526.41	41.09	1,113,379.41	426,266.82	687,112.59
UTILITY MAINTENANCE	629,954.55	43,322.49	290,364.66	46.09	339,589.89	18,239.48	321,350.41
TOTAL UTILITIES DEPARTMENT	3,434,753.49	272,995.33	1,460,596.54	42.52	1,974,156.95	480,338.09	1,493,818.86
TOTAL 02-MPWA	9,183,033.97	1,567,940.33	4,316,344.04	47.00	4,866,689.93	596,563.38	4,270,126.55
OTHER FUNDS							
03 -AIRPORT AUTHORITY	217,296.07	19,303.37	121,241.36	55.80	96,054.71	21,362.28	74,692.43
05 -PARKING AUTHORITY	4,560.00	123.50	1,012.13	22.20	3,547.87	0.00	3,547.87
08 -NUTRITION	254,316.68	25,549.45	122,198.67	48.05	132,118.01	933.41	131,184.60
10 -WELLNESS CENTER	339,064.00	0.00	457,046.32	134.80	(117,982.32)	0.00	(117,982.32)
13 -JUVENILE FINE/RESERVE	7,784.00	431.43	2,777.90	35.69	5,006.10	0.00	5,006.10
14 -C.O.P.S./GRANT	13,500.00	0.00	0.00	0.00	13,500.00	0.00	13,500.00
16 -REVOLVING EVIDENCE	60,000.00	24,998.00	46,041.06	76.74	13,958.94	0.00	13,958.94
24 -AIRPORT GRANT	356,170.00	63,539.24	267,505.24	75.11	88,664.76	0.00	88,664.76
26 -EDUCATIONAL FUND	836,484.50	53,543.12	426,730.51	51.01	409,753.99	0.00	409,753.99
28 -SE EXPO CTR/TOURISM F	835,401.65	31,758.13	524,590.05	62.79	310,811.60	7,696.12	303,115.48
29 -E-911	794,980.13	51,059.50	161,674.61	20.34	633,305.52	150.00	633,155.52
30 -ECONOMIC DEVELOPMENT	1,557,083.44	94,575.63	515,841.23	33.13	1,041,242.21	76,695.00	964,547.21
33 -COBG GRANTS FUND	159,000.00	56,003.13	96,145.66	56.70	68,854.34	56,419.80	12,434.54
38 -DEDICATED SALES TAX-M	3,159,226.50	264,246.46	1,588,478.76	50.28	1,570,747.74	0.00	1,570,747.74
40 -EMERGENCY FUND	6.00	0.00	0.00	0.00	6.00	0.00	6.00
41 -CIP FUND	37,500.00	3,581.19	22,554.90	60.15	14,945.10	2,112.64	12,832.46
42 -DEPT. OF TREA/EQUITAB	342,000.00	0.00	0.00	0.00	342,000.00	0.00	342,000.00
TOTAL OTHER FUNDS	8,974,366.97	768,712.15	4,347,838.40	48.45	4,626,528.57	165,369.25	4,461,159.32

CITY OF HCALESTER
DEPARTMENT EXPENSE SUMMARY
AS OF: DECEMBER 31ST, 2008

ACCOUNT	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	PERC. BUDGET	BUDGET BALANCE	Y-T-D ENCUMB.	ENCUMB. BALANCE
GRAND TOTAL EXPENDITURES	32,084,071.76	3,432,924.59	15,288,942.18	47.65	16,795,129.58	1,002,926.00	15,792,203.58

DEPARTMENT EXPENSE SUMMARY

AS OF: DECEMBER 31ST, 2008

ACCOUNT	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	PERC. BUDGET	BUDGET BALANCE	Y-T-D ENCUMB.	ENCUMB. BALANCE
PROOF TOTALS							
01 -GENERAL FUND	13,926,670.82	1,156,272.11	6,624,759.74	47.57	7,301,911.08	240,993.37	7,060,917.71
02 -HPWA	9,183,033.97	1,567,940.33	4,316,344.04	47.00	4,866,689.93	596,563.38	4,270,126.55
03 -AIRPORT AUTHORITY	217,296.07	19,303.37	121,241.36	55.80	96,054.71	21,362.28	74,692.43
05 -PARKING AUTHORITY	4,560.00	123.50	1,012.13	22.20	3,547.87	0.00	3,547.87
08 -NUTRITION	254,316.68	25,549.45	122,198.67	48.05	132,118.01	933.41	131,184.60
10 -WELLNESS CENTER	339,064.00	0.00	457,046.32	134.80	(117,982.32)	0.00	(117,982.32)
13 -JUVENILE FINE/RESERVE	7,784.00	431.43	2,777.90	35.69	5,006.10	0.00	5,006.10
14 -C.O.P.S./GRANT	13,500.00	0.00	0.00	0.00	13,500.00	0.00	13,500.00
16 -REVOLVING EVIDENCE	60,000.00	24,998.00	46,041.06	76.74	13,958.94	0.00	13,958.94
24 -AIRPORT GRANT	356,170.00	83,539.24	267,505.24	75.11	88,664.76	0.00	88,664.76
26 -EDUCATIONAL FUND	836,484.50	53,543.12	426,730.51	51.01	409,753.99	0.00	409,753.99
26 -SE EXPO CTR/TOURISM F	835,401.65	31,758.13	524,590.05	62.79	310,811.60	7,696.12	303,115.48
29 -E-911	794,980.13	51,059.50	161,674.61	20.34	633,305.52	150.00	633,155.52
30 -ECONOMIC DEVELOPMENT	1,557,083.44	94,575.63	515,841.23	33.13	1,041,242.21	76,695.00	964,547.21
33 -CDBG GRANTS FUND	159,000.00	56,003.13	90,145.66	56.70	68,854.34	56,419.80	12,434.54
38 -DEDICATED SALES TAX-M	3,159,226.50	264,246.46	1,588,478.76	50.28	1,570,747.74	0.00	1,570,747.74
40 -EMERGENCY FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41 -CIP FUND	37,500.00	3,581.19	22,554.90	60.15	14,945.10	2,112.64	12,832.46
42 -DEPT. OF TREA/EQUITA	342,000.00	0.00	0.00	0.00	342,000.00	0.00	342,000.00
GRAND TOTAL EXPENDITURES	32,084,071.76	3,432,924.59	15,288,942.18	47.65	16,795,129.58	1,002,926.00	15,792,203.58



McAlester City Council

AGENDA REPORT

Meeting Date: February 10, 2009 Item Number: 2
Department: Mayor/Council
Prepared By: Cora Middleton for Mayor Priddle Account Code: _____
Date Prepared: 01/27/09 Budgeted Amount: _____
Exhibits: One

Subject

Presentation of Mid-Year Report of the McAlester Economic Development Service, Inc.

Recommendation

Discussion

Dr. Kenneth Miller, President of MEDS, present the Six Months Report to the Council.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u>CM</u>	<u>01/27/09</u>
City Manager	<u>MBR</u>	<u>02/04/09</u>

2008-2009 MEDS City of McAlester Goals and Objectives

Goal 1: Directly influence the creation of ten verifiable new employment opportunities in Pittsburg County that pay a minimum of \$35,000 per year with health care benefits by June 30, 2009.

Activities:

Toured existing building (100 Express Lane) with oil and gas firm that is looking to locate in trade area.

Submitted information on a 16,000 sq. ft. building to the Oklahoma Dept. of Commerce to market to their prospects.

Sent information to existing building to Texas realtor that has a prospect looking at McAlester.

Obtained help from City employees to create path on 15 acres in Steven Taylor Park for showing property to oil and gas manufacturer interested in trade area. Mayor visited this prospect in person with MEDS Representative.

Visited Atoka Industrial Park to survey progress on new 50,000 sq. feet shell building being constructed to attract industrial prospects to that city. Pad is poured and still will be coming up soon according to Atoka ED Director.

Discussed property for oil and gas prospect and held meeting with their representatives and Mayor Priddle concerning a location in trade area.

Tulsa realtor came to McAlester and looked at sites for oil and gas industry and appeared interested in one available building.

Discussed creation of trans-modal site for McAlester area with oil and gas businesses and railroad company officials to see if it is feasible to create one any time soon.

Obtained assistance from city of McAlester to brush hog path to industrial park for an industrial site location visit.

Coordinated group session with industrial client and 9 different partners in McAlester to demonstrate community support for attracting good paying jobs and private capital investment by sponsoring a dinner session for the defense prospect to encourage the prospect to locate in trade area.

Coordinated on site visits with Career Tech, Choctaw Manufacturing, MCAAP, and financing resource people for defense industry looking to locate in Oklahoma. Commerce Department brought the prospect to town.

Attended Shot Show Committee (Fire Arms and Defense Industry) meeting at invitation of Commerce Dept. to see if our participation was going to take place. Agreed to attend the Show in Jan. as our defense industry partner planned to attend.

Met with Commerce official concerning being involved with pilot program for monitoring business retention and expansion information that can assist in retaining and expanding industrial jobs in trade area.

Held meeting with members of oil and gas industry, MEDS members, City Officials, State Legislators to discuss need for trans loading facility in Steven Taylor Park and infrastructure costs to create one in the park.

Held meeting with community and business leaders on need for partnering to try to obtain funding for amusement/tourism project for city and identify possible funding sources for infrastructure development on a proposed site close to Expo Center. State and local elected officials, business leaders, and interested agencies were present.

Met with Commerce Dept. Representatives to discuss strategy on obtaining an appointment for a visit with Skywalker officials during the Shot Show Trade Show event in Orlando, Florida in January. Purpose is to see what it will take to locate firm in trade area

Coordinated meeting with KEDDO officials to see if they would handle CBDG application for City of McAlester if the proposed amusement/tourism projects can qualify for the funding through the State Department of Commerce. KEDDO agreed to work for City on the application and other potential funding sources.

Booked airplane flights and room for Shot Show in January with SE Oklahoma Group as Skywalker Prospect has agreed to meet with us during the event to discuss locating in McAlester.

Goal 2: Recruit and assist in the building of fifty new low-moderate income single or multifamily housing units in McAlester by June 30, 2009.

Results:

Announced 28 new units of low-moderate housing for the Desert Ridge project with a private capital investment of \$4 million next to the original 32 units recruited by MEDS.

KIBOIS has received infill lots from the County and is partnering with the City to create 11 affordable new houses valued at \$1 million in private capital investment throughout the City of McAlester.

Activities:

Utah Developer submitted plans for 16 duplexes in City that will help on creating more affordable housing in trade area.

Called KIBOIS about publicity for infill housing project being partnered with City and County Governments. Announcement will be made in December at Council meeting/paper work being completed.

Met with City Council and discussed positive results of completion of new commercial prospect being considered for Peaceable Road and Kincaid Hills area next to 69 bypass which contains some housing.

Working with developer looking for 6-10 acres with water and sewer for affordable apartments. Asking realtors and local developers to contact the client direct.

Goal 3: Recruit and directly influence the establishment of ten to fifteen new and viable retail businesses in McAlester by June 30, 2009.

Activities:

MEDS staff attended business development committee meeting at chamber of commerce to discuss need for a retail survey and leakage survey update by OSU.

Contacted Dallas realtor and they are submitting plans to city for national restaurant chain that has been looking at McAlester for over a year.

Sent information to commercial realtor in Norman about sources for land for a restaurant he is working with at present.

Contacted commercial client with information on retail office space on highway 69 bypass.

Goal 4: Continue to assist existing, under construction, and announced hotel/motel projects. This will include providing demographic information, assistance in hiring and staff development, liaison for developers and contractors, etc.

Results:

Candlewood suites is constructing extended stay hotel with 89 rooms and hiring 20-30 people with a capital investment of \$3.067 million for the project.

Hampton Inn is constructing hotel/motel with 88 rooms, 30-40 employees and \$6.5 million in private capital investment on highway 69-bypass.

Activities:

Visited with Houston developer and city councilman about potential location of hotels in trade area.

Motel with 89 rooms on 69 bypass being planned. Working with realtor and developer on publicity after meeting with Mayor on the project.

Held meeting with developer in OKC to see about progress on new motel and restaurant projects for City. To date, projects are still going forward.

Worked with City, Chamber and owner of motel project to create groundbreaking ceremony for Hampton Inn Project that is coming to McAlester. City officials and employees, State Legislators and community leaders attended the ceremony at the new site for the Multi-million dollar property.

Visited with Hospitality Industry Owner who discussed workforce needs for his firm now and in future.

Met with City officials and owner of extended-stay Motel-Hotel project to see if resources might be available to help address infrastructure problems on 69 bypass site.

Goal 5: Work with the City of McAlester's elected officials, business and community leadership to identify business and industry that would be most beneficial to the greater McAlester area and formulate plans to attract them.

Activities:

Obtained visit from Jim Bruce, Site Locator, and Commerce Dept.'s Glenn Glass to discuss trends and challenges facing communities in a global economic climate with community leaders and Mayor Priddle.

Met with local developer and railroad officials to discuss need for trans loading facility in Steven Taylor Park to attract and retain jobs for new and existing industry.

Attended meeting with Choctaw Chief, Assistant Chief and City officials to create better communication lines and discuss partnerships in economic and community development projects including new fire station project.

Coordinate visit with prominent site locator and Mayor Priddle concerning needs for an update on our strengths, weaknesses, and threats Study done in 2004 to assist McAlester in identifying the types of businesses and industry that might prosper if they were located in McAlester.

Contacted and received Newfield's participation in our Energy Task Force efforts to improve communication and assistance in Trade area for the Energy Industry.

Coordinated visit from Aerospace Institute Executive Director, Robert Conner to McAlester to explain how the institute can help aviation, aerospace and defense industry in the trade area.

City, County, and State Legislators as well as business leaders in Aerospace, Defense, and Aviation Industries attended the meeting.

Coordinated and attended meeting with OSU resource people and existing industry in Stillwater to help solve some of their workforce problems and get ready for additional jobs after first of 2009.

MEDS Staff made contacts with existing industry concerning employment issues and other training seminars for their future participation.

Attended the four-day IEDC Annual Meeting in Atlanta, Georgia that had over 1400 participants from the US and 15 foreign countries to moderate panel discussion on "Attracting Green Jobs!" Seventy-five attendees participated in the session.



McAlester City Council

AGENDA REPORT

Meeting Date: February 10, 2009 Item Number: 3
Department: City Manager
Prepared By: Mark B. Roath for Account Code: _____
Councilman Fiedler
Date Prepared: 02/03/09 Budgeted Amount: _____
Exhibits: One

Subject

Presentation of the Cable Changes Affecting Allegiance Communications.

Recommendation

Discussion

At the request of Chris Fiedler, Councilmember, Sean Hendrix, Vice President of Operations for Allegiance Communications has been invited to speak to the City Council.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	<u>MBR</u>	<u>02/03/09</u>



McAlester City Council

AGENDA REPORT

Meeting Date: February 10, 2009 Item Number: 4
Department: City Attorney
Prepared By: Cora Middleton Account Code: _____
Date Prepared: 02/03/09 Budgeted Amount: _____
Exhibits: One

Subject

Consider, and act upon, an Ordinance relating to the City of McAlester Sales Tax; amending Ordinance No. 2144 relating to the purpose of the One Percent Sales Tax approved at an election held on May 14, 2002; ratifying and approving the expenditures by the McAlester Public Works Authority.

Recommendation

Motion to approve an Ordinance relating to the City of McAlester Sales Tax; amending Ordinance No. 2144 relating to the purpose of the One Percent Sales Tax approved at an election held on May 14, 2002; ratifying and approving the expenditures by the McAlester Public Works Authority.

Discussion

On Tuesday, December 2, 2008, the City Attorney rendered his legal opinion regarding the Use of Sales Tax Proceeds per Ordinance No. 2144. The Council adopted option One (1) of the opinion and directed the City Attorney and City Manager to prepare appropriate legislation including this ordinance.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u>CM</u>	<u>02/03/09</u>
City Manager	<u>MBR</u>	<u>02/04/09</u>

O R D I N A N C E N O. 2312

AN ORDINANCE RELATING TO THE CITY OF MCALESTER SALES TAX; AMENDING ORDINANCE NO. 2144 RELATING TO THE PURPOSE OF THE ONE PERCENT SALES TAX APPROVED AT AN ELECTION HELD ON MAY 14, 2002; RATIFYING AND APPROVING THE EXPENDITURE OF EXCESS TAX REVENUE FOR CAPITAL IMPROVEMENTS BY THE MCALESTER PUBLIC WORKS AUTHORITY.

* * * * *

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

SECTION 1: Section 2 of ORDINANCE NO 2144 of the City of McAlester, Oklahoma, adopted on February 12, 2002, hereby is amended to read as follows:

“SECTION 2: The incurring of indebtedness by the McAlester Public Works Authority, a public trust of which the City of McAlester, Oklahoma, is beneficiary, in the principal amount of not to exceed \$18,500,000.00 for the purpose of refunding a portion of the indebtedness of said public trust, approved at an election held in said City on April 6, 1999, and to provide revenues for providing capital improvements of said City “to construct improvements and maintain the City’s water treatment facility and water distribution system, to construct improvements and maintain the City’s waste water treatment facilities and wastewater collection system, and to construct and maintain public ways and streets,” hereby is approved.

SECTION 2: That expenditures from sales tax revenues for those capital improvements specified above in Section 2 shall not exceed the amount of 80% of such sales tax revenue collected pursuant to said ordinance that exceeds the scheduled principal and interest payments on said indebtedness.

SECTION 3: That the effect of this ordinance shall be prospective, to ratify and approve those prior expenditures from sales tax revenues made previous to the enactment hereof of such expenditures made for capital improvements.

SECTION 4: That in all other respects provisions of Ordinance 2144, which are not amended hereby, shall remain in full force and effect.

SECTION 5: In accordance with provisions of Oklahoma law and the McAlester City Charter, this Ordinance shall not become effective until it shall have been approved by the electors of the City of McAlester, Oklahoma, at an election called and held for the purpose.

ADOPTED this 10th day of February 2009.

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

ATTEST:

By: _____
Kevin E. Priddle, Mayor

Cora Middleton, City Clerk

I, the undersigned City Clerk of the City of McAlester, Oklahoma, hereby certify that the foregoing is a true, correct and complete copy of a Ordinance adopted by the City Council of said City at a meeting held on the date therein stated as the same appears in the Minutes of said meeting on file in my office as a part of the official records thereof.

City Clerk, City of McAlester, Oklahoma

(SEAL)

Approved as to form and legality this _____ day of February, 2009.

By: _____
William J. Ervin, City Attorney

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES
WORK ORDER EDITION**

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (No. C-700, 2002 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated, and a change in one may necessitate a change in the other.

EJCDC No. E-505 (2004 Edition)

CITY OF MCALESTER / MCALESTER PUBLIC WORKS AUTHORITY

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American Council of Engineering Companies
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www.acec.org

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**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES
WORK ORDER EDITION**

THIS IS AN AGREEMENT effective as of January 27, 2009 ("Effective Date") between
City of McAlester / McAlester Public Works Authority ("Owner") and
Mehlburger Brawley, Inc. ("Engineer").

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Work Order. This Agreement sets forth the general terms and conditions which shall apply to all Work Orders duly executed under this Agreement.

Owner and Engineer agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer's services will be detailed in a duly executed Work Order for each Specific Project. Each Work Order will indicate the specific tasks and functions to be performed and deliverables to be provided. Basic and Additional Services that may be included in a Work Order are set forth in Exhibit A, "Schedule of Engineer's Services."
- B. The general format of a Work Order is shown in Attachment 1 to this Agreement.
- C. This Agreement is not a commitment by Owner to Engineer to issue any Work Orders.
- D. Engineer shall not be obligated to perform any prospective Work Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, Engineer's services, Engineer's compensation, and all other appropriate matters.

1.02 Work Order Procedure

- A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Work Order. Each duly executed Work Order shall be subject to the terms and conditions of this Agreement.
- B. Engineer will commence performance as set forth in the Work Order.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth herein, in Exhibit B, "Schedule of Owner's Responsibilities," and in each Work Order.

- B. Owner shall pay Engineer as set forth in Exhibit C.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

3.01 *Term*

- A. This Agreement shall be effective and applicable to Work Orders issued hereunder for one (1) year from the Effective Date of the Agreement.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

3.02 *Times for Rendering Services*

- A. The times for performing services or providing deliverables will be stated in each Work Order. If no times are so stated, Engineer will perform services and provide deliverables within a reasonable time.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Specific Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in a Work Order within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of direct damages resulting from such failure.

ARTICLE 4 – PAYMENTS TO ENGINEER

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices.* Engineer shall prepare invoices in accordance with its standard invoicing practices, the terms of Exhibit C, and the specific Work Order. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal.* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay.* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. the compounded amount due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under any Work Order issued until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices.* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions.* If after the Effective Date of a Work Order any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under the Work Order, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.2 shall be applied. Owner shall pay such invoiced new taxes, fees, and charges; such payment shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C and the specific Work Order.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner wishes greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator as provided in Exhibit B.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer in a Work Order, Engineer's rights and responsibilities with respect thereto will be governed by Exhibit F, "Construction Cost Limit," to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs for a Specific Project shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Engineer shall serve as Owner's prime professional under each Work Order. Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Engineer and Owner shall comply with applicable Laws and Regulations and the Owner-mandated standards that Owner has provided to Engineer in writing. This Agreement is based on these requirements as of the Effective Date of each Work Order. Changes to these requirements after the Effective Date of each Work Order may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, and compensation.
- F. Engineer shall not be required to sign any documents, no matter by who requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such certification.
- G. Engineer shall not at any time supervise, direct, or have control over a Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by a Contractor, for security or safety at any Site, for safety precautions and programs incident to a Contractor's work in

progress, nor for any failure of a Contractor to comply with Laws and Regulations applicable to a Contractor's furnishing and performing the Work.

- H. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- I. Engineer shall not be responsible for the acts or omissions of any Contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at a Site or otherwise furnishing or performing any of a Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.
- J. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. C-700, 2002 Edition) unless both parties mutually agree in a Work Order to use other General Conditions.

6.02 *Design Without Construction Phase Services*

- A. For each design performed or furnished by Engineer, if Owner does not retain Engineer, by Work Order or otherwise, for project observation, or review of a Contractor's performance, or any construction phase services, and such services will be provided by Owner or others, then (1) Engineer shall have no design or shop drawing review obligations during construction; (2) Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary construction phase engineering and professional services; and (3) Owner waives any claims against the Engineer that may be in any way connected thereto. In such a case, Engineer's Basic Services under the applicable Work Order will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in Exhibit A and the Work Order.

6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to a Specific Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
- B. A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the

receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.

- D. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Specific Project by Owner. Engineer grants Owner a license to use the Documents on the Specific Project, extensions of the Specific Project, and other projects of Owner, subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project or on any other project without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or its Consultants; (3) Owner shall indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Engineer; (4) such limited license to Owner shall not create any rights in third parties.
- F. If Engineer at Owner's request verifies or adapts the Documents for extensions of the Specific Project or for any other project, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Insurance*

- A. Owner shall require Contractors to purchase and maintain general liability and other insurance in accordance with the requirements of Paragraph 5.04 of the Standard General Conditions of the Construction Contract (No. C-700, 2002 Edition) of the Engineers Joint Contract Documents Committee, and to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractors.
- B. All policies of property insurance relating to a Specific Project shall contain provisions to the effect that Engineer's and its Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds or additional insureds thereunder.

6.05 *Suspension and Termination*

A. *Suspension*

- 1. By Owner: Owner may suspend a Work Order upon seven days written notice to Engineer.

2. **By Engineer:** If Engineer's services are substantially delayed through no fault of Engineer, Engineer may, after giving seven days written notice to Owner, suspend services under a Work Order.
- B. *Termination.*** The obligation to provide further services under this Agreement, or under a Work Order, may be terminated:
1. **For cause,**
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement or any Work Order through no fault of the terminating party.
 - b. **By Engineer:**
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services under a Work Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, neither this Agreement nor the Work Order will terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. **For convenience,**
 - a. **By Owner** effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination.*** The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Work Order materials in orderly files.
- D. *Payments Upon Termination***
1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished

and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.
3. *Delivery of Project Materials to Owner.* Prior to the effective date of termination, the Engineer will deliver to Owner copies of all completed Documents and other Project materials for which Owner has compensated Engineer. Owner's use of any such Documents or Project materials shall be subject to the terms of Paragraph 6.03.

6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state in which the principal office of the Owner is located.

6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 3. The Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in any Contract Documents prepared for any Specific Project under this Agreement.

- D. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.

6.09 *Environmental Condition of Site*

- A. With respect to each Work Order, Specific Project, and Site:

1. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
2. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
3. If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
4. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Specific Project affected thereby until Owner: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (a) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (b) terminating this Agreement for cause on 30 days notice.
6. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer.* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to this Agreement, any Work Order, or any Specific Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, partners, employees, or Consultants. The indemnification provision of the preceding sentence is subject to and limited by the provisions agreed to by Owner and Engineer in Exhibit I, "Allocation of Risks," if any.
- B. *Indemnification by Owner.* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to this Agreement, any Work Order, or any Specific Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, partners, agents, consultants, or employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Specific Project.
- C. *Environmental Indemnification.* In addition to the indemnity provided under Paragraph 6.10.B of this Agreement, and to the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under any Site, provided that (i) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this Paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *Percentage Share of Negligence.* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. *Mutual Waiver.* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or

consequential damages arising out of, resulting from, or in any way related to the Specific Project.

6.11 *Miscellaneous Provisions*

- A. *Notices.* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver.* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims.* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.
- F. *Applicability to Work Orders.* The terms and conditions set forth in this Agreement apply to each Work Order as if set forth in the Work Order, unless specifically modified. In the event of conflicts between this Agreement and a Work Order, the conflicting provisions of the Work Order shall take precedence for that Work Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Work Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.
- G. *Non-Exclusive Agreement.* Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other owners for the same or different services contemplated hereunder.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto and any Work Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Work Order, or in the following provisions:

12. *Construction Contract* – The entire and integrated written agreement between Owner and a Contractor concerning the Work.
13. *Construction Cost* – The cost to Owner of those portions of an entire Specific Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with a Specific Project, or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors. The term Engineer includes Engineer's Consultants.
15. *Contract Documents* – Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between Owner and a Contractor, Addenda (which pertain to the Contract Documents), a contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and Engineer's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.
16. *Contract Price* – The moneys payable by Owner to a Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.
17. *Contract Times* – The numbers of days or the dates stated in a Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
18. *Contractor* – An individual or entity with whom Owner enters into a Construction Agreement for a Specific Project.
19. *Correction Period* – The time after Substantial Completion during which a Contractor must correct, at no cost to Owner, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

20. *Defective* – An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment.
21. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
22. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by a Contractor. Shop Drawings are not Drawings as so defined.
23. *Effective Date of the Construction Agreement* – The date indicated in a Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.
24. *Effective Date of the Agreement* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
25. *Effective Date of the Work Order* – The date indicated in the Work Order on which it becomes effective, but if no such date is indicated, it means the date on which the Work Order is signed and delivered by the last of the two parties to sign and deliver.
26. *Field Order* – A written order issued by Engineer which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
27. *General Conditions* – That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by a Contractor with respect to a Specific Project.
28. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
29. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
30. *PCBs* – Polychlorinated biphenyls.
31. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at 32 degrees Fahrenheit and 14.7 pounds per square inch absolute, such as fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Radioactive Materials* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
33. *Record Drawings* – The Drawings as issued for construction on which Engineer, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which Engineer considers significant based on record documents furnished by Contractor to Engineer and which were annotated by Contractor to show changes made during construction.
34. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for a Specific Project for which Owner shall pay Engineer as indicated in Exhibit C.
35. *Resident Project Representative* – The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. The Resident Project Representative will be Engineer's agent or employee and under Engineer's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative will be as set forth in each Work Order.
36. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
37. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work.
38. *Site* – Lands or areas indicated in the Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for use of a Contractor.
39. *Specifications* – That part of the Contract Documents prepared by Engineer consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work to be performed by a Contractor and certain administrative details applicable thereto.
40. *Specific Project* – An undertaking of Owner as set forth in a Work Order.
41. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

42. *Supplementary Conditions* – That part of the Contract Documents which amends or supplements the General Conditions.
43. *Work Order* – A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.
44. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, or auditing services, or interest and financing charges incurred in connection with a Specific Project, or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
45. *Work* – The entire completed construction or the various separately identifiable parts thereof required to be provided by a Contractor under Contract Documents for a Specific Project. Work includes and is the result of a Contractor performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the applicable Contract Documents.
46. *Work Change Directive* – A written directive to a Contractor signed by Owner upon recommendation of the Engineer, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.
47. *Written Amendment* – A written amendment of the Contract Documents signed by Owner and a Contractor on or after the Effective Date of a Construction Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits

Included? (Yes or No)	Exhibit Letter	Exhibit Title
Y		Attachment 1 – Work Orders
Y	A	Schedule of Engineer's Services
Y	B	Schedule of Owner's Responsibilities
Y	C	Payments to Engineer for Services and Reimbursable Expenses
Y	D	Schedule of Duties, Responsibilities and Limitations of Authority of Resident Project Representative
Y	E	Notice of Acceptability of Work (Form)
Y	F	Construction Cost Limit
N	G	Not Used
N	H	Not Used
N	I	Not Used
N	J	Not Used

8.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 18 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. Amendments to Work Orders shall be in writing, based upon the format provided in Exhibit K, "Amendment to Work Order."

8.03 Designated Representatives

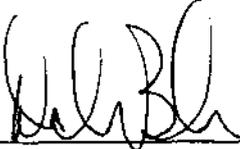
- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Agreement on behalf of each respective party. Each Work Order shall likewise designate representatives of the two parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

OWNER: City of McAlester / McAlester
Public Works Authority

ENGINEER: Mehlburger Brawley, Inc.

By: _____

By:  _____

Name: Kevin Priddle

Name: Dale Burke, P.E.

Title: Mayor / Chairman

Title: Vice President

Engineer License or Firm's
Certificate No. (if required by law) 5392

State of: Oklahoma

Date Signed: _____

Date Signed: _____

Address for giving notices:

Address for giving notices:

City of McAlester, McAlester PWA

Mehlburger Brawley, Inc.

28 E. Washington Street

521 S. 2nd Street

McAlester, OK 74502-0578

McAlester, OK 74501

DESIGNATED REPRESENTATIVE
(see Paragraph 8.03.A):

DESIGNATED REPRESENTATIVE
(see Paragraph 8.03.A):

Mark Roath

Robert Vaughan, P.E.

Title: City Manager

Title: Project Manager

Phone Number: (918) 423-9300

Phone Number: (918) 420-5500

Facsimile Number: (918) 421-4970

Facsimile Number: (918) 420-5501

E-Mail
Address: N/A

E-Mail
Address: rvaughan@mb-eng.com

This is **EXHIBIT A**, consisting of 11 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Work Order Edition** dated January 27, 2009.

Schedule of Engineer's Services

Services to be provided under a Work Order may include the following:

PART 1 – BASIC SERVICES

A.1.01 Study and Report Phase

A. The Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for a Specific Project and available data.
2. Advise Owner as to the necessity of Owner's providing data or services of the types described in Exhibit B which are not part of Engineer's Basic Services, and, if requested, assist Owner in obtaining such data and services.
3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of a Specific Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.
4. Identify and evaluate the number of alternate solutions available to Owner listed in the Work Order for a Specific Project, and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for a Specific Project.
5. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, operation and maintenance cost, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends. This Report will be accompanied by Engineer's opinion of Total Project Costs for each solution which is so recommended for a Specific Project with each component separately itemized, including the following, which will be separately itemized: opinion of probable Construction Cost, allowances for contingencies and for the estimated total costs of design, professional, and related services provided by Engineer and, on the basis of information furnished by Owner, allowances for other items and services included within the definition of Total Project Costs.
6. Perform or provide the following additional Study and Report Phase tasks or deliverables:
 - a. Environment Report in accordance with Agency requirements.
 - b. Provide engineering information for applications and supporting documents for private or governmental grants, loans, or advances in connection with the Project.

- c. Prepare feasibility studies and preliminary ranges of rate schedules if required for the Project.
 7. Furnish the number of review copies of the Report to Owner within the time period set forth in the Work Order and review it with Owner.
 8. Revise the Report in response to Owner's and other parties' comments, as appropriate, and furnish the number of final copies of the revised Report to the Owner within the time period set forth in the Work Order.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when the final copies of the revised Report have been delivered to Owner.

A.1.02 *Preliminary Design Phase*

- A. After determination by Owner of the scope, extent, character or design requirements of a Specific Project, including the acceptance with any specific modifications by Owner of Engineer's Report, if any, from a preceding phase or Specific Project, Engineer shall:
1. On the basis of the above acceptance, selection, and authorization, prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of a Specific Project.
 2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.
 3. Provide to Owner three copies of maps showing the general location of required construction easements and permanent easements and the land to be acquired.
 4. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 5. Based on the information contained in the Preliminary Design Phase documents, submit a current opinion of probable Construction Cost and assist owner in collating the various cost categories which comprise total project cost.
 6. Furnish the Preliminary Design Phase documents to and review them with Owner.
 7. Submit to Owner the number of final copies of the Preliminary Design Phase documents and revised opinion of probable Construction Cost within the time period set forth in the Work Order.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been delivered to Owner.

A.1.03 *Final Design Phase*

- A. After determination by Owner of the scope, extent, character, or design requirements of a Specific Project, including the acceptance of any specific modifications by Owner of a preceding phase or Specific Project, Engineer shall:
1. On the basis of the above acceptance, direction and authorization, prepare final Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Specifications will be prepared, where appropriate, in general conformance with the 16-division format of the Construction Specifications Institute.
 2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of a Specific Project and assist Owner in consultations with appropriate authorities.
 3. Provide Owner a current opinion of probable Construction Cost and any adjustments to Total Project Costs known to Engineer.
 4. Prepare and furnish Bidding Documents for review and approval by Owner, its legal counsel, and other advisors, as appropriate, and assist Owner in the preparation of other related documents.
 5. Submit the number of final copies of the Bidding Documents and a current opinion of probable Construction Cost to Owner within the time period set forth in the Work Order.
- B. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to the Work Order whether or not the work under such contracts is to proceed concurrently.
- C. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established is identified in the Work Order.
- D. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph A.1.03.A.5 have been delivered to Owner.

A.1.04 *Bidding or Negotiating Phase*

- A. The Engineer shall:
1. Assist Owner in advertising for and obtaining bids or negotiating proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding

Documents have been issued, attend pre-Bid conferences, if any, and receive and process Contractor deposits or charges for the Bidding Documents.

2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
 3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
 4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.
 5. Determine the acceptability of substitute materials and equipment proposed when substitution is necessary because the specified item is incompatible with the Project or fails to comply with applicable codes.
 6. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors (except as may be required if Exhibit F is a part of the Work Order).

A.1.05 *Construction Phase*

A. Engineer shall:

1. *General Administration of Construction Contract.* Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of Engineer as assigned in said General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, who shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.
2. *Resident Project Representative (RPR).* Provide the services of an RPR at the Site of the Specific Project to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in the Work Order and in Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative." The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. [Note: For those Specific Projects for which Engineer will not be providing the services of an RPR, do not incorporate this paragraph A.1.05.A.2, and do not include Exhibit D.]
3. *Selecting Independent Testing Laboratory.* Assist Owner in the selection of an independent testing laboratory to perform the services identified in paragraph B.2.01.0.

4. *Pre-Construction Conference.* Participate in a pre-construction conference prior to commencement of Work at the Site. If RPR services are provided by Engineer, ensure RPR attends Pre-Construction Conference.
5. *Schedules.* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
6. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
7. *Visits to Site and Observation of Construction.* In connection with observations of Work in progress :
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work in progress or to involve detailed inspections of the Work in progress beyond the responsibilities specifically assigned to Engineer in the Work Order and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, Engineer will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site of the Specific Project, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
8. *Defective Work.* Have authority to disapprove or reject Contractor's work while it is in progress if, on the basis of such observations, Engineer believes that such work will not

produce a completed project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed project as a functioning whole as indicated in the Contract Documents.

9. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
10. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
11. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. Engineer has an obligation to meet any Contractor's submittal schedule that has earlier been acceptable to Engineer.
12. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of paragraph A.2.01.A.23 of this Exhibit A.
13. *Inspections and Tests.* Require such special inspections or tests of the Work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
14. *Disagreements between Owner and Contractor.* Render formal written decisions on all claims of Owner and Contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
15. *Applications for Payment.* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, the Work has progressed to the point indicated, the quality of such is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents).
- b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of the Work as it is performed and furnished have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of the Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

16. *Contractor's Completion Documents.*

- a. Receive and review maintenance and operating instructions, schedules, and guarantees.
- b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under paragraph A.1.05.A.11, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such Engineer's review will be limited as provided in paragraph A.1.05.A.11.
- c. Engineer shall transmit these documents to Owner.

17. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any

objections of Owner, Engineer considers the Work Substantially Complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.

18. *Record Drawings.* Prepare and furnish to Owner a set of reproducible Project Record Drawings showing appropriate record information based on Record Drawing information from Contractor and Project documentation received from RPR.
 19. *Final Notice of Acceptability of the Work.* Conduct a final payment inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of paragraph A.1.05.A.14.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
- B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first Construction Agreement for a Specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If a Specific Project involves more than one prime contract as indicated in the Work Order, Construction Phase services may be rendered at different times in respect to the separate contracts.
- C. *Limitation of Responsibilities.* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. Engineer shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A.1.06 *Post-Construction Phase*

A. Engineer shall:

1. Provide assistance in connection with the testing and adjusting of Specific Project equipment or systems.
2. Assist Owner in training Owner's staff to operate and maintain Specific Project, equipment, and systems.
3. Assist Owner in developing procedures for control of the operation and maintenance of, and record keeping for, equipment and systems for the Specific Project.
4. Together with Owner, visit the Specific Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
5. In company with Owner or Owner's representative, provide an inspection of the Specific Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.

- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in the Work Order, will terminate at the end of the Correction Period.

PART 2 – ADDITIONAL SERVICES

A.2.01 Additional Services Requiring Owner's Authorization in Advance

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by Owner as indicated in a Work Order.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with a Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for a Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of a Specific Project.
 2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of a Specific Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Work Order or are due to any other causes beyond Engineer's control. Redesign to reduce Project costs to within the funds available as stated in Exhibit F shall not be considered Additional Services.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in paragraph A.1.01.A.4.
 5. Services required as a result of Owner's providing incomplete or incorrect project information with respect to Exhibit B.
 6. Providing renderings or models for Owner's use.
 7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for a Specific Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.

8. Furnishing services of Engineer's Consultants for other than Basic Services.
9. Services attributable to more prime construction contracts than specified in the Work Order.
10. Services during out-of-town travel required of Engineer other than for visits to the Specific Project Site or Owner's office.
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.
14. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
15. Providing construction surveys and staking to enable a Contractor to perform its work other than as required under paragraph A1.05.A.6, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
16. Providing Construction Phase services beyond the Contract Times set forth in the Work Order.
17. Providing assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.
18. Preparing and furnishing to Owner, in the format agreed to, Record Drawings showing appropriate record information based on project annotated record documents received from Contractor.
19. Preparation of operation and maintenance manuals.
20. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration or other dispute resolution process related to a Specific Project.
21. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

22. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner so as to make the compensation commensurate with the extent of the Additional Services rendered.
23. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of any Construction Agreement in evaluating and determining the acceptability of a substitution which is found to be inappropriate for a Specific Project or an excessive number of substitutions.
24. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
25. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
26. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work on a Specific Project by Owner prior to its Substantial Completion.
27. Evaluating an unreasonable claim or an excessive number of claims or requests for information submitted by a Contractor or others in connection with the Work on a Specific Project.
28. Other services performed or furnished by Engineer not otherwise provided for in this Agreement or a Work Order.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Work Order Edition** dated January 27, 2009.

Schedule of Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Work Order.

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Specific Project including reports and data relative to previous designs, or investigation at or adjacent to the Site of the Specific Project.
- C. Following Engineer's assessment of initially-available Specific Project information and data and upon Engineer's request, furnish or otherwise make available such additional Specific Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to a Specific Project, the Site and adjacent areas.
 6. Data or consultations as required for a Specific Project but not otherwise identified in the Agreement, the Exhibits thereto, or the Work Order.

- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
- E. Furnish as appropriate other services or authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Work Order.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer for the Specific Project (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Specific Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Specific Project.
- I. Provide, as required for the Specific Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issues pertaining to the Specific Project as Owner requires, a Contractor raises, or Engineer reasonably requests.
 - 3. Such auditing services as Owner requires to ascertain how or for what purpose a Contractor has used the moneys paid.
 - 4. Placement and payment for advertisement for Bids in appropriate publications.
- J. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Specific Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling and legal advice) for Owner so that Engineer may assist the Owner in collating the various cost categories which comprise Total Project Costs.
- L. If Resident Project Representative services are not to be provided pursuant to paragraph A.1.05.A.2 or otherwise, provide a qualified representative to observe the progress and quality of the Work.

- M. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth in the Work Order the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- N. If more than one prime contract is to be awarded for the Work of the Specific Project designed or specified by Engineer, designate in the Work Order a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors. Define and set forth in the Work Order the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer.
- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work for the Specific Project with appropriate professional interpretation thereof.
- Q. Provide inspection or monitoring services by an individual or entity other than Engineer (and disclose the identity of such individual or entity to Engineer) as Owner determines necessary to verify:
1. That Contractor is complying with any Laws or Regulations applicable to Contractor's performing and furnishing the Work; or
 2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.
- R. Provide Engineer with the findings and reports generated by any independent testing laboratory, if Engineer is required to review such documents.
- S. Additional Owner responsibilities: NONE

This is **EXHIBIT C**, consisting of 6 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Work Order Edition** dated January 27, 2009.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C.2.01 Method of Payment

- A. Owner shall pay Engineer for services in accordance with one or more of the following methods as identified in each Work Order:
1. Method A: Lump Sum
 2. Method B: Standard Hourly Rates
 3. Method C: Direct Labor Costs Times a Factor
 4. Method D: Percentage of construction cost.

C.2.02 Explanation of Methods

A. Method A – Lump Sum

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.
2. The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
3. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

B. Method B – Standard Hourly Rates

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Specific Project, plus Reimbursable Expenses and Consultant's charges, if any.

2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
3. Engineer's Standard Hourly Rates are attached to this Exhibit as Appendix 2.
4. The total estimated compensation for the specified category of services shall be stated in the Work Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and Consultants' charges, if any.
5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultant's charges, if any.
6. The Standard Hourly Rates shall be adjusted annually to reflect equitable changes in the compensation payable to Engineer.

C. Method C – Direct Labor Costs Times a Factor

1. For the specified category of services, the Owner shall pay Engineer an amount equal to Engineer's Direct Labor Costs times a Factor of 2.5 for the services of Engineer's employees engaged on the Specific Project, plus Reimbursable Expenses, and Engineer's Consultant's charges, if any. Direct Labor Costs means salaries and wages paid to employees but does not include payroll related costs or benefits.
2. The total estimated compensation for the specified category of services shall be stated in the Work Order. This total estimated compensation incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultant's charges, if any.
3. The amounts billed will be based on the applicable Direct Labor Costs for the cumulative hours charged to the specified category of services on the Specific Project during the billing period times the above-designated Factor, plus Reimbursable Expenses and Engineer's Consultant's charges, if any.
4. The Direct Labor Costs and the Factor applied to Direct Labor Costs will be adjusted annually to reflect equitable changes in the compensation payable to Engineer.

D. Method D – Percentage of construction costs.

E. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:

1. For services performed or furnished under paragraphs A.1.02 through A.1.06 (excluding the services of the Resident Project Representative), an amount equal to a percent of the Construction Cost. Actual compensation will be based on fee schedule included in this exhibit as appendix 1.

2. The Percent of Construction Cost compensation for services performed or furnished under paragraphs A.1.02 through A.1.06 shall be payable as follows:
 - a. A sum which equals 30 percent of the total compensation payable under paragraph C.2.02.D.A.1, after the Preliminary Design Phase documents are revised and submitted to Owner.
 - b. A sum which, together with the compensation provided under paragraph C.2.02.D.A.2.a, equals 50 percent of the total compensation payable under paragraph C.2.02.D.A.1, after the Final Design Phase documents are completed and submitted to Owner.
 - c. A sum which, together with the compensation provided under paragraph C.2.02.D.A.2.a and b, equals 70 percent of the total compensation payable under paragraph C.2.02.D.A.1, after Final Design Phase services are considered complete as defined in Exhibit A.
 - d. A sum which, together with the compensation provided in paragraphs C.2.02.D.A.2.a, b, and c, equals 80 percent of the total compensation payable under paragraph C.2.02.D.A.1, after Bidding or Negotiating Phase services are considered complete as defined in Exhibit A.
 - e. A sum equal to 15 percent of the total compensation payable under paragraph C.2.02.D.A.1 will be paid for general engineering review of the Contractor's Work during the construction period on percentage ratios identical to those approved by the Engineer as a basis upon which to make partial payments to the Contractor(s). Payments will be made on a monthly basis. However, payment under this paragraph and of such additional sums as are due the Engineer by reason of any necessary adjustments in the payment computations will be in an amount so that the aggregate of the sums paid to the Engineer under paragraphs C.2.02.D.A.2.a through C.2.02.D.A.2.e will equal 95 percent of the total compensation payable under paragraph C.2.02.D.A.1 as appropriately adjusted to reflect the actual Construction Cost incurred by Owner.
 - f. A final payment which, together with the compensation provided in paragraphs C.2.02.D.A.2.a through C.2.02.D.A.2.e, equals 100 percent of the total compensation payable under paragraph C.2.02.D.A.1, shall be made when it is determined that all services required by this Agreement under paragraphs A.1.02 through A.1.05 have been completed. Such payment includes payment for Post Construction phase services under paragraph A.1.06. Engineer remains responsible to Owner for the technical adequacy and completeness of such services.
3. Progress invoicing prior to award of the Construction Agreement shall be based on Engineer's most recent estimate of probable Construction Cost for the Project, with appropriate adjustment upon award of the Construction Agreement(s). The initial construction award amount shall set the percentage figure to be applied in making such adjustments, and shall remain constant thereafter regardless of the impact of Change Orders. Final invoicing shall be based on final Construction Cost, including all Change Orders.

4. As a basis for payment to Engineer, Construction Cost will be based on one or more of the following determinations with precedence in the order listed for Work designed or specified by Engineer:
 - a. For Work designed or specified and incorporated in the completed Project, the actual final cost of the work performed by Contractor and paid by Owner.
 - b. For Work designed or specified but not constructed, the lowest bona fide Bid received from a qualified bidder for such Work; or, if the Work is not bid, the lowest bona fide negotiated proposal for such Work.
 - c. For Work designed or specified but not constructed upon which no such Bid or proposal is received, Engineer's most recent opinion of probable Construction Cost.
 - d. Labor furnished by Owner for the Project will be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by Owner will be included at current market prices.
 - e. No deduction is to be made from Engineer's compensation on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).
- B. Compensation for Resident Project Representative Services – Percentage of Construction Cost Method of Payment

1. Owner shall pay Engineer for:

- a. *Resident Project Representative Services.* For services of Engineer's Resident Project Representative, if any, under paragraph A.1.05 of Exhibit A of the Agreement, an amount equal to a percent of the Construction Cost. Actual cost will be based on fees schedule included in this exhibit as appendix 1. This amount includes compensation for Resident Project Representative's services, and those of any assistants to the Resident Project Representative. The percentage of Construction Cost noted herein accounts for labor, overhead, profit, and Reimbursable Expenses.
 - b. The total compensation for Resident Project Representative services is based on the Contract Times established in the Contract Documents and such compensation shall not be exceeded without written approval of Owner and concurrence of Agency.
 - c. Payment for Resident Project Representative Services shall be on a monthly basis prorated according to the number of months stated in C.2.02.D.B.1.b.
 - d. As a basis for payment to Engineer, Construction Cost will be based on one or both of the following determinations. No deduction is to be made from Engineer's compensation on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).
- 1.) For Work incorporated in the completed Project but not limited to that furnished by Owner itself, the current market value of the labor material, and equipment furnished.

- 2.) For other Project construction, including but not limited to that furnished by Owner itself, the current market value of the labor, materials, and equipment furnished.

C.2.03 Reimbursable Expenses

Costs incurred by Engineer in the performance of the Work Order in the following categories constitute Reimbursable Expenses:

- A. Transportation and subsistence incidental thereto; advertisements, postage, and shipping costs; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and their assistants; toll telephone calls, faxes, and telegrams; and reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Specific Project-related items in addition to those required under Exhibit A. If authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment. Reimbursable expenses shall be paid as actual expense incurred times a factor of 1.2 plus time expended by the Engineer in the performance of the additional service at the rate specified in appendix 1 of this exhibit C.
- B. The amounts payable to Engineer for Reimbursable Expenses will be the project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to a Specific Project, the latter multiplied by a Factor of 1.2.

C.2.04 Serving as a Witness

- A. For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding under Paragraph A2.01.A.20, at a rate of 1.2 times the witness's standard hourly rate. Compensation for Consultants for such services will be by reimbursement of Consultants' reasonable charges to Engineer for such services.

C.2.05 Other Provisions Concerning Payment

- A. *Extended Contract Times.* Should the Contract Times to complete the Work be extended beyond the period stated in the Work Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.
- B. *Estimated Compensation Amounts*
 1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 2. When estimated compensation amounts have been stated in a Work Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by

Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

This is **Appendix 1 to Exhibit C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 27, 2009.

Fee Schedule

I 1.01 *General*

The engineering and inspection fees indicated below are the recommended allowable for funding agency financed projects in Oklahoma.

I 1.02 *Engineering Services Fee Schedule (for services as defined in A.1.02 through A.1.06 excluding the services of Resident Project Representative as defined by Exhibit A of this Agreement)*

<u>Net Construction Cost of Entire Project</u>	<u>Percent Fee</u>
\$60,000	13.2
70,000	12.6
80,000	12.3
90,000	12.0
100,000	11.9
200,000	10.5
300,000	9.7
400,000	8.9
500,000	8.5
600,000	8.2
700,000	8.0
800,000	7.8
900,000	7.7
1,000,000	7.5
2,000,000	6.7
3,000,000	6.4
4,000,000	6.3
5,000,000	6.2
10,000,000	6.0

(Appendix 1 to Exhibit C – Fee Schedule)

I 1.03 *Resident Project Representative Services Fee Schedule*(for services as defined in A.1.02 of Exhibit A of this Agreement)

<u>Net Construction Cost</u>	<u>Percent Fee</u>
\$100,000 or less	5.0 (or negotiated lump sum)
200,000	4.2
300,000	3.8
400,000	3.5
500,000	3.2
600,000	3.0
700,000	2.8
800,000	2.65
900,000	2.5
1,000,000	2.4
2,000,000	2.3
3,000,000	2.2
4,000,000	2.1
5,000,000	2.0
10,000,000	1.9

This is **Appendix 2 to Exhibit C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 27, 2009.

Schedule of Fees

Principal	\$150.00/hour
Project Manager/Engineering Mgr.	\$135.00/hour
Project Engineer	\$125.00/hour
Professional Engineer	\$115.00/hour
Construction Manager	\$115.00/hour
Engineering Intern	\$ 75.00/hour
Senior Project Representative	\$ 75.00/hour
Project Representative (Inspector)	\$ 65.00/hour
Engineer Technician	\$ 70.00/hour
CAD Technician	\$ 55.00/hour
Administrative Assistant	\$ 50.00/hour
Secretary	\$ 35.00/hour
Survey Crew	\$150.00/hour
Per Diem	\$ 80.00/day
Mileage	\$ 0.45/Mile

(Appendix 2 to Exhibit C – Standard Hourly Rates Schedule)

EJCDC E-510 Standard Form of Agreement Between Owner and Engineer for Professional Services, Funding Agency Edition
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This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Work Order Edition** dated January 27, 2009.

Schedule of Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

The following duties, responsibilities, and limitations of authority may be incorporated in the Work Order for a Specific Project:

D.1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist Engineer in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit D may provide full time representation or may provide representation to a lesser degree.
- B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific limitations set forth in Paragraph A.1.05 of Exhibit A as incorporated in the Work Order are applicable.
- C. The duties and responsibilities of the RPR are limited to those of Engineer in the Agreement with the Owner and in the Contract Documents, and are further limited and described as follows:
 1. *General.* RPR is Engineer's agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
 - RPR's dealings in matters pertaining to a Contractor's work in progress shall in general be with Engineer and Contractor, keeping Owner advised as necessary.
 - RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor.
 - RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.

not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. *Inspections, Tests, and System Start-ups*

- a. Consult with Engineer in advance of scheduled major inspections, tests, and systems start-ups of important phases of the Work.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over a Specific Project, record the results of these inspections, and report to Engineer.

10. *Records*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Specific Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- d. Maintain records for use in preparing project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Specific Project documentation to Engineer.

11. *Reports*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system startup reports.
- d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

12. *Payment Requests*

- a. Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals*

- a. During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by a Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. *Completion*

- a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.
3. Undertake any of the responsibilities of a Contractor, subcontractors, suppliers, or a Contractor's superintendent.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Contractor's work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy a Specific Project in whole or in part.

This is **EXHIBIT E**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Work Order Edition** dated January 27, 2009.

NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION AGREEMENT:

CONSTRUCTION CONTRACT DATE:

ENGINEER: MEHLBURGER BRAWLEY, INC.

To:

OWNER

And To:

CONTRACTOR

From:

Mehlburger Brawley, Inc.
ENGINEER

The Engineer hereby gives notice to the above Owner and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents and the terms and conditions set forth on the reverse side hereof.

By: _____

Title: _____

Dated: _____

(Reverse side of Notice)

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") on the front side of this sheet is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. Said Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. Said Notice reflects and is an expression of the professional judgment of Engineer.
3. Said Notice is given as to the best of Engineer's knowledge, information, and belief as of the date hereof.
4. Said Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Specific Project (including observation of the Contractor's work) under Engineer's Agreement with Owner and under the Construction Contract referenced on the reverse hereof, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under Engineer's Agreement with Owner and the Construction Contract referenced on the reverse hereof.
5. Said Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract referenced on the reverse hereof nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents.

This is **EXHIBIT F**, consisting of 1 page, referred to in and part of the Agreement between Owner and Engineer for Professional Services – Work Order Edition dated January 27, 2009.

Construction Cost Limit

Paragraph 5.02 of the Agreement is amended and supplemented to include the following when incorporated in the Work Order for a Specific Project:

F.5.02 Designing to Construction Cost Limit

- A. A Construction Cost limit may be set forth in the Work Order.
- B. In such case, a bidding or negotiating contingency will be added to any Construction Cost limit.
- C. The acceptance by Owner at any time during Basic Services of a revised opinion of probable Construction Cost in excess of the then established Construction Cost limit will constitute a corresponding increase in the Construction Cost limit.
- D. Engineer will be permitted to determine what types of materials, equipment and component systems, and the types and quality thereof are to be included in the Drawings and Specifications and to make reasonable adjustments in the scope, extent, and character of a Specific Project to the extent consistent with the project requirements and sound engineering practices to bring the project within the Construction Cost limit.
- E. If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on Engineer, and Owner shall consent to an adjustment in such Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought.
- F. If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, Owner shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Specific Project within a reasonable time, or (3) cooperate in revising the Specific Project's scope, extent, or character to the extent consistent with the Specific Project's requirements and with sound engineering practices. In the case of (3), Engineer shall modify the Contract Documents as necessary to bring the Construction Cost within the Construction Cost limit. Owner shall pay Engineer's cost to provide such modification services, including the costs of the services of Engineer's Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to Engineer on account of such services. The providing of such services will be the limit of Engineer's responsibility in this regard and, having done so, Engineer shall be entitled to payment for services and expenses in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or Bid exceeding the established Construction Cost limit.

George Marcangeli

From: Robert Vaughan [RVaughan@MB-Eng.Com]
Sent: Friday, January 16, 2009 10:52 AM
To: George Marcangeli
Cc: David Medley; Dale Burke
Subject: Draft Work Order and Cost Estimate for 14th St & Village Blvd Utility Extensions
Attachments: Draft Work Order MC-09-01 and Cost Estimate.PDF

George,

Attached are the Work Order and Cost Estimate for your review. We can send up executed documents upon approval.

We also have prepared the standard Work Order Edition EJCDC contract for this calendar year. It is the same as last year. It is a lengthy document and cumbersome for email. We will be submitting it with the Work Order.

Thank You,



WEHLBURGER BRAWLEY

Robert Vaughan, P.E., Branch Manager

521 S. Second Street, McAlester, OK 74501
[918] 420-5500 [918] 420-5501 Fax [918] 916-3742 Cell
rvaughan@mb-eng.com www.mb-eng.com

"engineering the future"

civil - environmental - transportation - bridge - geotechnical - survey - construction management - design-build
Ada - Antlers - Bethany - Durant - McAlester - Oklahoma City - Perry - Tulsa - Little Rock



MEHLBURGER BRAWLEY

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

Project Cost Estimate

City of McAlester

January 15, 2008

Page 1 of 1

14th Street & Village Blvd Utility Extensions

Project I - 14th Street and Highway 69 Water / Sewer Extensions

Item	Description	Unit	Qty	Unit Price	Total Price
1	8" PVC Sanitary Sewer Line (0-10' deep)	LF	1,800	\$ 50.00	\$ 90,000.00
2	Standard Manholes (<6' depth)	EA	5	\$ 3,000.00	\$ 15,000.00
3	Additional Manhole Depth (>6' depth)	VF	10	\$ 200.00	\$ 2,000.00
4	Connection to Existing Lift Station	EA	1	\$ 2,500.00	\$ 2,500.00
5	Concrete Driveway Repair	LF	60	\$ 50.00	\$ 3,000.00
6	6-inch AWWA C900 Water Line	LF	2,000	\$ 25.00	\$ 50,000.00
7	Bore and Case 14th Street for Water Line	LF	60	\$ 150.00	\$ 9,000.00
8	Connect to Existing Water Line including valve	EA	2	\$ 3,200.00	\$ 6,400.00
9	10% Contingency				\$ 19,700.00
Project I Construction Total					\$ 197,600.00

Project II - Village Boulevard Sewer Line Extension

Item	Description	Unit	Qty	Unit Price	Total Price
10	10" PVC Sanitary Sewer Line (0-10' deep)	LF	1,900	\$ 60.00	\$ 114,000.00
11	10" PVC Sanitary Sewer Line (>10' deep)	LF	450	\$ 80.00	\$ 36,000.00
12	Standard Manholes (<6' depth)	EA	12	\$ 3,000.00	\$ 36,000.00
13	Additional Manhole Depth (>6' depth)	VF	40	\$ 200.00	\$ 8,000.00
14	16" Steel Casing for Creek Crossing	LF	100	\$ 80.00	\$ 8,000.00
15	Rip Rap Erosion Control at Creek Crossing	CY	12	\$ 300.00	\$ 3,600.00
16	Connection to Existing Manhole	EA	1	\$ 1,500.00	\$ 1,500.00
17	10% Contingency				\$ 23,000.00
Project II Construction Total					\$ 230,100.00

Combined Construction Total \$ 427,700.00

Engineering (Fee Curve, % of total construction) \$ 37,600.00

Resident Project Representative (Fee Curve, % of total construction) \$ 14,700.00

Survey and Easement Preparation (Project I) \$ 2,500.00

Survey and Easement Preparation (Project II) \$ 7,500.00

ODEQ Construction Permit \$ 1,000.00

Total Project Cost \$ 491,000.00

This estimate is based on a preliminary layout of the proposed sewer lines. Actual lengths and depths will be determined during design.

Project Specific Cost Breakdown

Project I - 14th Street and Highway 69 Water / Sewer Improvements		
Estimated Construction Cost	\$ 197,600.00	46%
Engineering	\$ 17,296.00	
Resident Project Representative	\$ 6,762.00	
Survey and Easement Preparation	\$ 2,500.00	
ODEQ Permit	\$ 480.00	
Project I Total	\$ 224,618.00	

Project II - Village Boulevard Sewer Line Extension		
Estimated Construction Cost	\$ 230,100.00	54%
Engineering	\$ 20,304.00	
Resident Project Representative	\$ 7,938.00	
Survey and Easement Preparation	\$ 7,500.00	
ODEQ Permit	\$ 540.00	
Project II Total	\$ 266,382.00	



MEHLBURGER BRAWLEY

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

WORK ORDER FOR PROFESSIONAL SERVICES

CITY OF MCALESTER / MCALESTER PUBLIC WORKS AUTHORITY

Project Number MC-09-01

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

Project Description: 14th Street & Village Blvd Utility Extensions

- Project is two projects further described as: Project I is a new 8-inch Sewer Main and 6-inch water line from 14th Street west along George Nigh Expressway to an existing insurance business. Project II is a new 10-inch sewer line from Village Blvd. to the existing sewer line located behind Lowe's.
- Prepare engineering Plans and Specifications, P&S, for Sewer and Water Improvements.
- Prepare Application for "Permit to Construct" and Coordinate Submittal of P&S to the Oklahoma Department of Environmental Quality for authorization.
- Provide surveying for improvements including legal descriptions for easement preparation by City Attorney. Assist owner with obtaining easements for improvements.
- Prepare bid packages, and assist owner in obtaining bids from contractor(s) for the construction of the improvements. Review bids received and make recommendations to Owner.
- Prepare contract documents and coordinate pre-construction meeting.
- Review and approve material submittals from contractor(s).
- Provide construction management services including review of contractors work, approving contractors pay estimates, review change order requests, and be the final judge of acceptance of the work performed by the contractor.
- Provide Resident Project Representative during Construction.
- Perform all work in accordance with STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES as Prepared by ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE (EJCDC).

Work Order
Page Two (2)

For performing the services described, the Engineer is to be paid on the standard fee scale outlined in the EJCDC Contract. The fee is based on a percentage of actual construction cost. Based on an estimated construction cost of \$427,700.00 the engineering fee is to be \$37,600.00 and the Resident Project Representative fee is to be \$14,700.00. The fee for surveying and easement preparation is \$10,000.00.

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

Survey and Easement Preparation	\$ 10,000.00
Approved Design, 70% of total engineering fee	\$ 26,320.00
Bidding, 10% of total engineering fee	\$ 3,760.00
Construction, 20% of total engineering fee	\$ 7,520.00
Resident Project Representative	<u>\$ 14,700.00</u>
Total Fees	\$ 62,300.00

APPROVED:
City of McAlester

ACCEPTED:
Mehlburger Brawley, Inc.

By: _____
Kevin Priddle
Mayor

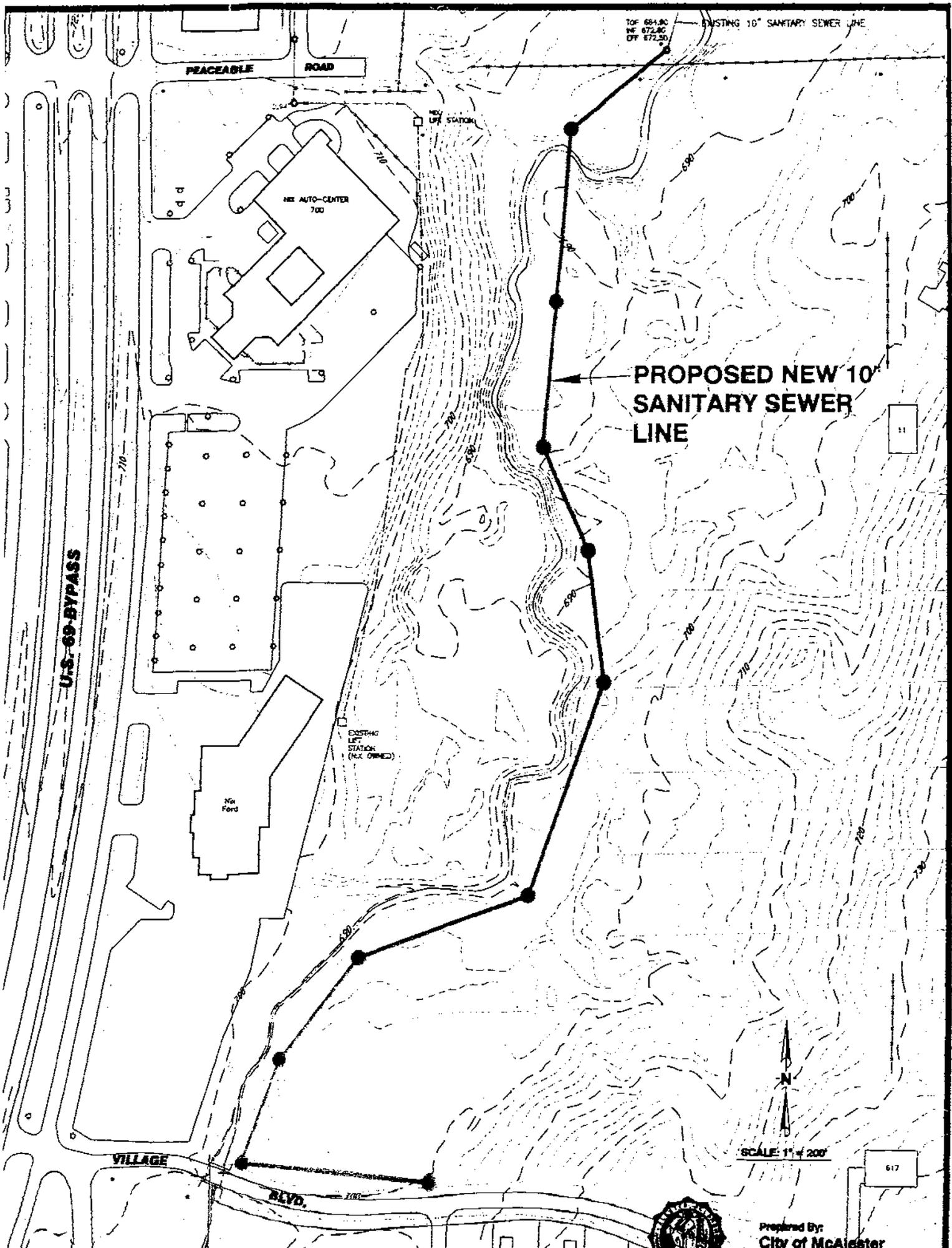
By: _____
Dale Burke, P.E.
Vice President

ATTEST:

ATTEST:

Robert Vaughan, P.E.
Project Manager

DATE: _____



TOF 664.80
NE 672.80
OFF 672.50

PEACEABLE ROAD

NEW LIFT STATION

NEW AUTO-CENTER
700

PROPOSED NEW 10"
SANITARY SEWER
LINE

U.S. 69-BYPASS

EXISTING
LIFT
STATION
(NOT OWNED)

Mr
Ford

VILLAGE

BLVD.

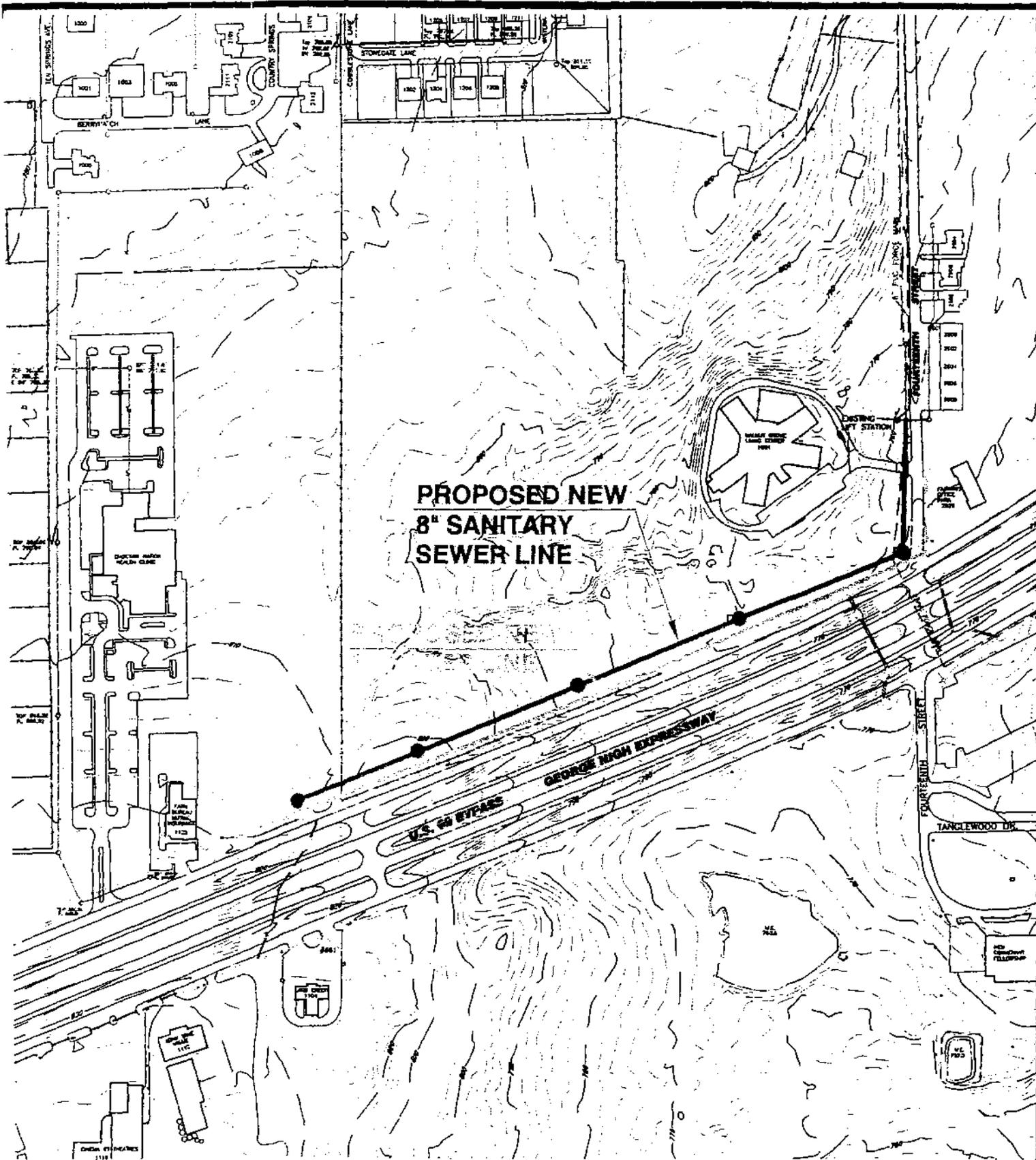
SCALE: 1" = 200'

617

ESTIMATED PROJECT COST = \$271,100



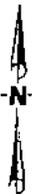
Prepared By:
City of McAlester
Engineering Department



A topographic map of an area in McAlester, Oklahoma. The map features contour lines indicating elevation. A prominent feature is the 'U.S. 66 BYPASS' and 'GEORGE HIGH EXPRESSWAY', which run diagonally from the bottom-left towards the top-right. A 'PROPOSED NEW 8" SANITARY SEWER LINE' is shown as a solid line with several circular manhole symbols, running parallel to the expressway. To the right of the expressway, there is a 'WASTING PLANT STATION' with a complex internal structure. Other streets shown include 'STORAGE LANE', 'COUNTRY SPRINGS', 'BERRYMAN CH LANE', 'SUNSHINE AVENUE', 'FOURTEENTH STREET', and 'TANGLEWOOD DR'. Various buildings and structures are depicted with simple outlines. The text 'PROPOSED NEW 8" SANITARY SEWER LINE' is centered in the middle of the map.

**PROPOSED NEW
8" SANITARY
SEWER LINE**

**PROPOSED WATER AND SANITARY SEWER
IMPROVEMENTS FOR FOURTEENTH STREET
ESTIMATED PROJECT COST = \$220,000**



SCALE: 1" = 300'



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



McAlester City Council

AGENDA REPORT

Meeting Date: February 10, 2009 Item Number: 6
Department: Public Works
Prepared By: George Marcangeli Account Code: _____
Date Prepared: 02/02/09 Budgeted Amount: _____
Exhibits: One

Subject

Consider, and act upon, approval of a supplemental agreement (change order) to the existing contract with KATCON, Inc. for construction of AIP Project 3-40-0057-009-2008 at McAlester Regional Airport.

Recommendation

Motion to approve Supplemental Agreement No. 1 in the amount of \$6,302.50 to the construction contract with KATCON, Inc. for construction of AIP Project 3-40-0057-009-2008 at McAlester Regional Airport.

Discussion

During construction of the above-referenced project, it was determined that some of the construction quantities would be higher than the original estimated and bid quantities. The attached Supplemental Agreement No. 1 resolves the final as-built quantities with the original bid quantities. The change order results in a net increase of \$6,302.50 to the original construction contract. The original contract amount was \$258,092.50 and the final contract amount will be \$264,395.

The City's Airport Consultant has prepared and recommended Supplemental Agreement No. 1. It has been reviewed and approved by the City's Airport Manager and Engineering Field Inspector. There are adequate funds available to finance the increased construction cost due to a decrease in the amount of testing fees required to complete the project.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	GEM	2-02-09
City Manager	MBR	2-03-09

SUPPLEMENTAL AGREEMENT NO. 1

1. Sponsor's (Public Agency) Name and Address		City of McAlester 28 East Washington McAlester, Oklahoma 74502					
2. Name of Airport McAlester Regional		3. Project Number AIP 3-40-0057-009-2008			4. Date Prepared January 30, 2009		
5. Name and Address of Contractor		KATCON, Incorporated P. O. Box 1329 McAlester, Oklahoma 74502					
6. Description of Work Included in Contract Rehabilitate Portions of the Terminal Apron, Taxiways, Taxiways and Hangar Access Aprons and Remark Runway Designation Numbers							
7. Changes Ordered and Reason Ordered (List individual changes as: A, B, C, D, etc.) A. There was more paint removal completed than what was originally estimated. B. There was more reflective painting completed than what was originally estimated. C. There was more joint sealing completed than what was originally estimated. D. There was less non-reflective painting completed than what was originally estimated.							
8. Contract Changes	Bid Item No.	Original Estimated Quantity	Contract Unit Price	Revised Estimated Quantity	Negotiated C.O. Unit Price	Original Estimated Cost	Revised Estimated Cost
A	14	1,750 SF	\$ 5.75	3,120 SF	\$ 5.75	\$10,062.50	\$ 17,940.00
B	12	3,330 SF	\$ 3.50	3,600 SF	\$ 3.50	\$11,655.00	\$ 12,600.00
C	10	12,490 LF	\$ 1.75	13,490 LF	\$ 1.75	\$21,857.50	\$23,607.50
D	13	3,750 SF	\$ 3.50	2,530 SF	\$ 3.50	\$13,125.00	\$ 8,855.00
Total						\$ 56,700.00	\$ 63,002.50
9. Original Contract Amount				\$ 258,092.50			
This Change Order				\$ 6,302.50		Increase	
New Contract Amount				\$ 264,395.00			
10. Contract time decreased by <u>-0</u> days. New Contract time is <u>40w</u> days.							
THIS CHANGE ORDER SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS							
11. ISSUED FOR REASONS INDICATED ABOVE					Consultant Title		2/2/09 Date
12. ACCEPTED BY SPONSOR		_____		_____		_____	
		Signature		Title		Date	
13. ACCEPTED BY CONTRACTOR		_____		_____		_____	
		Signature		Title		Date	



KATCON, INC.

P.O. Box 1329 ~ 413 South Second ~ McAlester, Oklahoma 74502-1329
Phone: (918) 426-5459 ~ Fax: (918) 426-6716
E MAIL- kward111@abceglobal.net

January 15, 2009

Jed Banks
LBR Inc.
1802 West Wright Drive
Sillivator, Ok. 74075

RE: McAlester Regional Airport Footages for Change Order Request

Dear Jed:

Below are the actual footages we completed and the bid amounts for your review:

	Actual footage completed	Bid Amount footage	Difference	Total Amount
Paint Removal @ \$4.75	3,120'	1,750'	1,370'	\$7,877.50
Reflective paint + VOR @ \$3.30	3,600'	3,330'	270'	\$913.00
Non Reflective Paint @ \$3.50	2,510'	3,750'	(1,220)'	(\$4,270.00)
Joint Sealing @ \$1.75	13,490'	12,490'	1,000'	\$1,750.00
Total Amount of this Request				\$6,302.50

Please review this and if you have any questions, feel free to call me.

Sincerely,

Kolly Ward

*Quantities Confirmed
by Cliff Pittman, Chief Estimator
OK Jed Banks
1/27/09*



McAlester City Council

AGENDA REPORT

Meeting Date: February 10, 2009 Item Number: 7
Department: City Manager
Prepared By: Mark B. Roath Account Code: _____
Date Prepared: 02/02/09 Budgeted Amount: _____
Exhibits: One

Subject

Consider, and act upon, declaring certain City equipment and vehicles as surplus property and authorize the City Manager to hold an auction to sell said items.

Recommendation

Motion to declare certain City equipment and vehicles on the attached list as surplus property and to authorize the City Manager to conduct an auction to sell said items.

Discussion

The McAlester City Code, Sections 2-286 and 2-287, allows for the sale of surplus or obsolete property. In addition, Section 2-287 allows for the sale of surplus or obsolete property by auction.

Attachments

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	<u>MBR</u>	<u>02/04/08</u>

3. Bid opening date;
 4. Required bidder's qualifications, if any;
 5. Statement that the city council may accept or reject any or all bids without penalty; and
 6. Non-collusion affidavits.
- b. Invitation for bids shall be publicized as follows:
1. A brief descriptive advertising in local newspaper and notification by mail of all known qualified vendors and/or contractors;
 2. The minimum advertising period shall be two weeks with two published notices, the second publication being at least five days after the first publication, and bid opening not earlier than five days after final publication.
 3. Bid packets will be maintained by and be available from the office of the city manager, or his/her authorized representative.
- c. Bids submitted by each contractor and/or vendor shall be as detailed in the "invitation for bids".
- d. Bid opening shall be as follows:
1. Bids shall be opened on the day and hour and at the place identified in the "invitation for bids".
 2. Bids shall be opened and read aloud by the city manager, or his/her designated representative; and
 3. Bids shall be tabulated and reviewed for conformity to the invitation for bids.
- e. The city council shall review the bid tabulations and recommendations from the city manager, and shall accept or reject any or all bids.

(Ord. No. 2219, § 4, 1-24-06)

Editor's note—Ord. No. 2219, § 1, adopted Jan. 24, 2006, repealed § 2-273, which pertained to purchases generally and

derived from Code 1974, § 2-29; Ord. No. 2012, § 4, adopted Jan. 25, 1994; Ord. No. 2100, §§ 1, 4, adopted July 13, 1999. Section 4 of said ordinance added provisions that were included herein as § 2-273 at the editor's discretion.

Charter reference—Authority of council to prescribe regulations for bidding, § 4-2.

Sec. 2-274. Reserved.

Editor's note—Ord. No. 2219, § 1, adopted Jan. 24, 2006, repealed § 2-274, which pertained to competitive bidding requirements and derived from Code 1974, § 2-30; Ord. No. 2012, § 4, adopted Jan. 25, 1994; Ord. No. 2100, §§ 1, 4, adopted July 13, 1999.

Sec. 2-275. Purchases by Office of Oklahoma Central Purchasing.

In lieu of the procedures provided in section 2-274 the city manager is authorized to designate the Office of Oklahoma Central Purchasing as its agent for the purchase or procurement of any item or service contracted or available to the state under the provisions of the Oklahoma Central Purchasing Act (74 O.S. § 85.1 et seq.), as now enacted or as may be hereafter amended. (Code 1974, § 2-31)

Secs. 2-276—2-285. Reserved.

DIVISION 3. SALE OF SURPLUS OR OBSOLETE PROPERTY*

Sec. 2-286. Council action required.

No surplus or obsolete supplies, materials or equipment of a value of more than \$600.00 may be sold until the city council has declared them surplus or obsolete. (Code 1974, § 2-42; Ord. No. 2126, § 1, 3-13-01)

Sec. 2-287. General procedure.

Before the city manager sells any surplus or obsolete supplies, materials or equipment, except as otherwise provided in section 2-268, he shall advertise them for sale in a newspaper of general circulation in the city or in such other manner as he deems necessary to reach prospective buyers to

**Charter references*—Authority of city manager to sell surplus or obsolete property under regulations prescribed by council, § 4-2; approval of electors required for sale of property valued at more than \$50,000.00, § 4-3.

give them an opportunity to make bids. All bids shall be sealed and shall be opened in public at a designated time and place, except when the sale is by auction. The city manager may repeatedly reject all bids and advertise again. He shall sell such supplies, materials or equipment to the highest responsible bidder, and if necessary, shall cast lots in case of a tie to determine to whom to sell.

(Code 1974, § 2-43)

Sec. 2-288. When competitive bidding not required.

The city manager may sell surplus or obsolete supplies, materials or equipment whose total value does not exceed \$300.00 in a single transaction, without giving an opportunity for competitive bidding.

(Code 1974, § 2-44)

Charter reference—Authority of council to make exceptions to bid requirements, § 4-2.

Surplus Equipment and Vehicles

# of Items	Department/Items	Serial #	Model #
<u>COMMUNITY SERVICES DEPARTMENT</u>			
Parks			
1	Grass Blower		
1	Metal Desk		
63	Metal Folding Chairs		
1	Floor Buffer		
1	Floor Fan		
2	Small Weight Benches (No weights)		
Land Maintenance			
4	Weedeaters		
1	Finish Mower		
1	Flail Mower		
1	Tiller		
2	Edgers		
2	Hedge Trimmers		
1	Chipper		
1	Air Compressor		
1	Water Pump		
1	Grass Blower		
14	Push Mowers		
SBC			
1	5' Brush hog		
Cemetery			
1	1986 Chev Dump Truck	1GBG6D1A0GV120779	
13	Weedeaters		
7	Push Mowers		
1	Trash Pump		
2	Typewriters		
2	Chainsaws		

Surplus Equipment and Vehicles

# of Items	Department/Items	Serial #	Model #
1	Gas Powered Hedge Trimmer		
2	JD Mower Decks (1-50" and 1-60")		
Airport			
	None		
Expo			
	None		
<u>POLICE DEPARTMENT</u>			
1	Mini Bike		
111	Bicycle		
3	Lawn Mowers		
1	Toy Train & Car Set		
1	Leaf Blower		
2	Microwaves		
5	Fishing Poles		
3	Tires		
9	Weed Eaters		
1	Ladder		
1	Celling Fan		
3	Razor Scooter		
1	Yellow Scooter		
1	Pet Carrier		
3	Tool Boxes		
4	Pry Bars		
1	Tire Tool		
2	Skill Saws		
1	Cd/ Radio		
1	Flashlight		
1	Golf Bag W/ Clubs		
1	Dirt Devel Vacuum		
1	Wall Photos		
1	Iron		

Surplus Equipment and Vehicles

# of Items	Department/Items	Serial #	Model #
2	Bolt Cutters		
	Misc. Jewelry		
2	Paint Guns		
1	Crate Pro-Audio Pcm-9 Dpt Address System		
1	Audio Central Amc-1406 Mixer Board		
3	Vcr		
2	Dreamcast Sega Systems		
1	Toshiba Laptop Computer		
1	Zenith Computer Keyboard		
1	Zenith Computer Monitor		
<u>PUBLIC WORKS DEPARTMENT</u>			
Sanitation Department			
1	1985 SW-5 International 2 Ton Trash Truck	1HTLDTVN2FHA31144	
1	1988 SW-3 International 2 Ton Trash Truck	1HTLDTVN4KH664493	
1	1990 PK-4 Dodge 3/4 Ton Utility Bed	1B6KE2651LS679590	
1	1990 W-6 1 Ton Utility Bed	1B6ME3682LS5689019	
1	1990 S-3 Dodge 3/4 Ton Pickup	1B7KE2686LS688842	
1	1989 PK-11 Dodge 3/4 Ton Van	2B7HB2175LK734576	
1	1989 LP-1 Dodge Ram Charger 4x4	3B4GMO7Y3LM021888	
1	1990 G-10 Dodge 3/4 Ton Van	2B4HB25Z0LK751521	
1	1970 W-11 Ford 1 Ton Flat Bed Truck	F35YKJ33072	
1	1993 S-5 Chevrolet 3/4 Ton 4x4 Truck	1GCGK24F2PE249965	
1	1986 G-6 Chevrolet 3/4 Ton Truck	1GCGC24M5GS148609	
1	1987 PK-29 Chevrolet Suburban	1GNGR26KXJF113825	
1	2002 AC-2 Chevrolet S10 Pickup	1GCCS19W628202169	
1	1995 UO Chevrolet Lumina	2G1WL52MOS9191998	
1	1998 Chevrolet Caprice	1G1BL5378PR138583	
1	1991 G-7 Chevrolet Caprice	1G1BL5377NR121805	
1	1992 WW-1 Ford Taurus	1FACP50U2NA276163	
1	1985 John Deere 410B Backhoe	714275	
1	1986 C-8 Chevrolet 2 Ton Dump Truck	1GBG6D1A0GV120779	

Surplus Equipment and Vehicles

# of Items	Department/Items	Serial #	Model #
1	1993 WW-5 Chevrolet Caprice	1G1BL5374PR137849	
1	Cemetery 330 John Deere Mower	MOO330X361600	
1	1989 PK-29 GMC 1/2 Ton Pickup	1G1BL5375PR138380	
1	Sweet Tar Kettle (Stepp MFG)	SGS-180-63-HP	
1	1986 SW-32 International 2 Ton Trash Truck	1HTLDTVR2GHA37045	
1	2 Dump Beds for 2 Ton Dump Trucks		
1	WW 2150 John Deere Tractor Loader	L02150R586440	
1	Weed Eaters from Parks Department		
1	Lawn Mowers from Parks Department		
Landfill Department			
1	CAT 513 Scraper		
1	John Deere 750 Dozer	T0750BH788397	
1	130G Motor Grader	74V201	
1	816B Compactor	15Z00526	
1	1993 Chevrolet Caprice	1G1BL537PR138380	
1	CAT Articulating Dump Truck	6NG00058	
1	1993 LF-7 John Deere 750 Dozer	T075084788397	
<u>UTILITY DEPARTMENT</u>			
Utility Maintenance Department:			
1	W-11 Ford One Ton	F35YKJ33072	
1	W-6 Dodge One Ton	1B6ME3682L56890	
1	Cement Saw Pro 35	124193	
1	Cement Saw Clipper	Could not read SE#	
1	Sewer Rod	Could not read SE#	
1	1983 W50 Trailer Mounted Generator SD115 Generac	0734721	
Wastewater Plants:			
1	185 Mower John Deere	MU0185B022508	

Surplus Equipment and Vehicles

# of Items	Department/Items	Serial #	Model #
1	318 Mower John Deere	M00318X367031	
1	Mower YTKC25 Yazoo	GH975220	
1	Generator 60KW 560D18	VSM340470	
1	Cutler Hammer Transfer Switch ATC200		
Water Treatment Plant:			
None			
<u>CITY MANAGER</u>			
1	Desk - City Manager (Old Office 1st Floor)		
1	Credenza - City Manager (Old Office 1st Floor)		
1	Desk w Return - Exec. Asst. (Old Office 1st Floor)		
<u>CITY CLERK</u>			
2	Calculators		
<u>Auditorium</u>			
1	Printer	MX15T6D37K	940C
1	Printer	BAR2842	K101368
1	Printer	MY2611B02I	C8932A
1	Printer	USMB154ZZ3	C41188
1	Printer	CCBY065Q95	LQ-5703
1	Printer	UZZ3Z912	H12255
1	Printer	MYQAJ12046	C8401A
1	Printer	403B20113860	D22200A
1	Printer	EAL34457	K10142
1	Printer	CNCY178704	C7044A
1	Printer	FAH39934	K30097
1	Printer	US757A30QD	C3804A
1	Printer	TH41H161DN	C8974A
1	Printer	CNFC534156	Q5927A

Surplus Equipment and Vehicles

# of Items	Department/Items	Serial #	Model #
1	Printer	C2JK004540	P157A
1	Printer	TH1881FGGQ	C8942A
1	Printer	MX9781V1VR	C6411B
1	Printer	MX0BG1T0C9	C6455B
1	Printer	CNBJG00169	CB367A
1	Printer	MX0751109B	C6452A
1	Printer	MY44LF10QC	Q3434A
1	Printer	63839	DR7
1	Printer	SDG0B-0305-02	MY663Q71WZ
1	Printer	N/A	D0CUP4512
1	Printer	MY0SM1B0	C6428B
1	Printer	CN88S121JN	C4562Q
1	Printer	MX9AJ1C0KS	C6724A
1	Printer	N/A	2391-002
1	Printer	7IIA1114501	GE8251P
1	Printer	711B1131591	GES21P
1	Printer	3.50091E+11	J150
1	Printer	A01712169488	K30085
1	Printer	MY26PD6340	C6747A
1	Printer	SG75C1Q1NG	C5886A
1	Printer	MY5A84R1HP	C9029A
1	FAX MACHINE	6722737	UX-176
1	FAX MACHINE	U61639F6J490317	FAX4100E
1	CPU	MKK3200TQZ	A250N
1	CPU	CND6190TH5	MX9426
1	CPU	KR14106281	XT963
1	CPU	N/A	IBM CLONE
1	CPU	BU24B01P	F19426
1	CPU	NA11T97057	BG85-15100
1	CPU	N/A	IBM CLONE
1	CPU	21039491	D72500232301251
1	CPU	1S865931Y23L3596	IBM CLONE
1	CPU	KAY4297	26-U
1	CPU	KAY4356	26-U

Surplus Equipment and Vehicles

# of Items	Department/Items	Serial #	Model #
1	CPU	ECDG020617	IBM CLONE
1	CPU	KAY4281	26-U
1	CPU	23AD036	7GU
1	CPU	23AC958	7GU
1	CPU	N/A	PS-300S
1	CPU	00003-950-050-399	IBM CLONE
1	CPU	N/A	IBM CLONE
1	CPU	N/A	IBM CLONE
1	CPU	MX20908110	P7477A
1	CPU	MX03303942	XL753
1	CPU	N/A	IBM CLONE
1	CPU	00029-017-666-801	IBM CLONE
1	CPU	NAI0200014	IBM CLONE
1	CPU	N/A	IBM CLONE
1	CPU	KR12605461	P5157B
1	CPU	2UA7070VB6	XW4400
1	CPU	155798	8482
1	CPU	253HX11	ISP1100
1	CPU	MXCNCN00	KA435UT
1	CPU	MX21204767	P7475A
1	CPU	080239151-01	ECDG02S20
1	CPU	MY0SM1BO	P5157A
1	CPU	KR12605465	P5157A
1	CPU	MX04136748	XE783
1	CPU	MX03110394	XL753
1	CPU	KP-HKM055	8671
1	CPU	MAG970600201	IBM CLONE
1	LAPTOP	1V02DCH7S1TK	1200XL
1	LAPTOP	Y8257911A	4000CDT
1	CPU	N/A	BX460S
1	COPIER	MVW34537	F135000
1	COPIER	NUN10806	F132500
1	COPIER	3902A301	C9880A
1	MONITOR	9062994	KM-12A

Surplus Equipment and Vehicles

# of Items	Department/Items	Serial #	Model #
1	MONITOR	T7MT19AG04408	EN-7100E
1	MONITOR	CNT3380SPC	PE1243
1	MONITOR	VCDTS21469-2M	YE90400547
1	MONITOR	VCDTS21469-2M	YE90401309
1	MONITOR	CNR3330785	PS303D
1	MONITOR	QH5150962	P810-3M
1	MONITOR	T7SF23AG15721	LN-700
1	MONITOR	5515380	66S7HG2
1	ADDING MACHINE	60450964	AP-221V
1	ADDING MACHINE	778197	2145
1	ADDING MACHINE	1402790	M900S-AP
1	ADDING MACHINE	1509005	M900S-SU
1	ADDING MACHINE	3223223	DR-125
1	ADDING MACHINE	476113	P12-BH
1	ADDING MACHINE	M443122	3140
1	ADDING MACHINE	EL-26306	2C043728
1	SCANNER	LC013A08069	12UB
1	SCANNER	EA846C00670	600
1	SCANNER	S984L13095	C6260A
1	SCANNER	HAVO17B3001003	HAVO
1	SURGE PROTECTOR	AB01071Z0824	BK500
1	TV	13165411	HD1920C122
1	TV	74723690	20N1-01
1	TYPEWRITER	11Y01S3	6787-008
1	BLUE PRINT MACHING	1927	2500
1	XEROX BLUE PRINT COPIER	12842	4L3
14	WIRELESS TRANSMITTERS	N/A	2.4GHZ
1	MONITOR SWING ARM	N/A	N/A
1	POLYGRAPH MACHINE	N/A	N/A
1	COMPACT REFRIGERATOR	A9090511010	3.8CU
1	CARRING CASE	N/A	10"X12"
1	ELECTRIC STAPLER	LR103876-1	2210
1	VHS VCR	904640553	VR452
1	CABLE CONVERTER BOX	8101186	KQ8100A

Surplus Equipment and Vehicles

# of Items	Department/Items	Serial #	Model #
1	ANSWERING MACHINE	5112U5758	43-473
1	PUBLIC RADIO	92844001	TR10
1	REEL TO REEL PROJECTOR	N/A	N/A
1	METAL DETECTOR	N/A	N/A
1	SUIT CASE	N/A	18"X24"
1	CARRING CASE	N/A	14"X18"
1	LIGHT TABLE	N/A	12"X18"
1	MOBILE BROADBAND RADIO	N/A	TRANZ-X
1	6 FT PROJECTOR SCREEN	N/A	N/A
1	METAL SHELF	N/A	N/A
1	PORTA TRACE	N/A	N/A
1	BROADBAND BRIDGE	N/A	EX-1
1	PUBLIC RADIO	9221111	TR40
1	BURSTER MACHINE	21064358	YG002
1	SONY CASSETTE PLAYER	N/A	CF5708
1	MICROSCOPE	452	BAUCH & LOMB
1	CARRING CASE	HD05	16"X20"
1	CABLE CONVERTER BOX	3C28S61	CRX0S000-2
60	GENE STIPE STREET SIGNS	N/A	N/A
11	OFFICE CHAIRS	N/A	N/A
13	RECEPTION CHAIRS	N/A	N/A
10	BOOK CASES VARIOUS SIZES	N/A	N/A
1	DESK VARIOUS SIZES	N/A	N/A
1	COUNTER WORK BENCH	N/A	N/A
2	OFFICE PARTITIONS	N/A	N/A
1	WHITE BOARD 4'X8'	N/A	N/A
1	WHITE BOARD 18"X24"	N/A	N/A
3	ROLLS OF CARPET	N/A	N/A
2	ROLLS OF CARPET PADDING	N/A	N/A
14	PICTURES ASSORTED SIZES	N/A	N/A
2	BOXES MISC COMPUTER ACCESSORIES	N/A	N/A
3	BOXES MISC OFFICE ACCESSORIES	N/A	N/A
1	FREE STANDING CHALK BOARD 2'X3'	N/A	N/A
1	TELEPHONE	M03M92211A	FH716SW

Surplus Equipment and Vehicles

# of Items	Department/Items	Serial #	Model #
1	TELEPHONE	AR409192	M7208
1	TELEPHONE	GTCCBNO128	ITR2000A
1	TELEPHONE	NT8B20AF-35	M7310
1	TELEPHONE	NT8B20AF-21	M7310
1	TELEPHONE	NT8B20AF-31	M7310
1	TELEPHONE	NT8B20AF-33	M7310
1	TELEPHONE	NT8B20AF-46	M7310
1	TELEPHONE	NT8B20AF-23	M7310
1	TELEPHONE	NT8B20AF-67	M7310
1	TELEPHONE	NT8B20AF-55	M7310
1	TELEPHONE	NT8B20AF-87	M7310
1	TELEPHONE	NT8B20AF-54	M7310
1	TELEPHONE	NT8B30AE-35	M7208
1	TELEPHONE	NT8B30AE-32	M7208
1	TELEPHONE	NT8B30AE-43	M7208
1	TELEPHONE	NT8B30AE-54	M7208
1	TELEPHONE	NT8B30AE-77	M7208
1	TELEPHONE	NT8B30AE-65	M7208
1	TELEPHONE	NT8B30AE-51	M7208
1	TELEPHONE	NT8B30AE-87	M7208
1	TELEPHONE	NT8B30AE-90	M7208
1	TELEPHONE	NT8B30AE-34	M7208
1	TELEPHONE	NT8B30AE-11	M7208
1	TELEPHONE	NT8B30AE-22	M7208
1	TELEPHONE	KPDF64SDS/XAR	F64DG
1	TELEPHONE	NNTM60GCDNC1	N/A
1	TELEPHONE	0405909104NTB91	N/A
1	TELEPHONE	NT8B40AE35	M7324
1	TELEPHONE	401449119	NT814
1	TELEPHONE	NT8B40AE-35	M7324
1	TELEPHONE	405909104	NT8B91
1	TELEPHONE	NT8B14XX-35	A0338813
1	TELEPHONE	NT40AH35	DS428831
1	TELEPHONE	D8643819	A0404589

Surplus Equipment and Vehicles

# of Items	Department/Items	Serial #	Model #
1	TELEPHONE	D8428831	A0392157
1	TELEPHONE	NNTM60GKBU9W	M7234
1	TELEPHONE	NT8B91CA-35	NNTM60GCDB9
1	TELEPHONE	NT8B91CA-34	NNTM60GCDNC1
1	TELEPHONE	NNTM0408CQ6Z	M73101
1	TELEPHONE	A0341094	DS218531
1	TELEPHONE	NT4L21AA3S	AR390389
1	TELEPHONE	NT4L01AHR6	AB626R
1	TELEPHONE	NT8B3004030S9117	N/A
1	TELEPHONE	NT4U2AS-35	AB645A-18309
<u>East Sewer Plant Maintenance Building</u>			
8	Desks		
2	Hutch for Desk		
4	Desk Returns		
1	Shelf		
8	Partition Panels		
2	Map Display Stands		
1	Printer Stand		
3	Student Chairs		
1	Office Chair		
2	Reception Chairs		

Council Chambers
Municipal Building
January 29, 2009

The McAlester Airport Authority met in a special session on Thursday, January 29, 2009, at 6:00 P.M. after proper notice and agenda was posted January 27, 2009.

Present: Chris Fiedler, Donnie Condit, John Browne, Buddy Garvin, Sam Mason,
William J. Ervin, Jr. & Kevin E. Priddle
Absent: Haven Wilkinson
Presiding: Kevin E. Priddle, Chairman

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

- **Approval of the Minutes from the January 13, 2009, Regular Meeting of the McAlester Airport Authority.** (*Cora Middleton, City Clerk*)
- **Confirm action taken on City Council Agenda Item F regarding the Claims for the period of January 14, 2009 through January 27, 2009.** (*Sherry Alessi, Assistant Chief Financial Officer*) In the amount of \$1,230.57.

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

AYE: Trustees Mason, Fiedler, Condit, Browne, Garvin & Chairman Priddle
NAY: None

Chairman Priddle declared the motion carried.

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

AYE: Trustees Mason, Fiedler, Condit, Browne, Garvin & Chairman Priddle
NAY: None

Chairman Priddle declared the motion carried.

ATTEST:

Kevin Priddle, Chairman

Cora Middleton, Secretary

Council Chambers
Municipal Building
January 29, 2009

The McAlester Public Works Authority met in a special session on Thursday, January 29, 2009, at 6:00 P.M. after proper notice and agenda was posted January 27, 2009.

Present: Chris Fiedler, Donnie Condit, John Browne, Buddy Garvin, Sam Mason,
William J. Ervin. Sr. & Kevin E. Priddle
Absent: Haven Wilkinson
Presiding: Kevin E. Priddle, Chairman

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

- **Approval of the Minutes from the January 13, 2009, Regular Meeting of the McAlester Public Works Authority.** *(Cora Middleton, City Clerk)*
- **Confirm action taken on City Council Agenda Item F regarding the Claims for the period of January 14, 2009 through January 27, 2009.** *(Sherry Alessi, Assistant Chief Financial Officer)* In the amount of \$134,008.98.

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

AYE: Trustees Fiedler, Condit, Browne, Garvin, Mason & Chairman Priddle
NAY: None

Chairman Priddle declared the motion carried.

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

AYE: Trustees Fiedler, Condit, Browne, Garvin, Mason & Chairman Priddle
NAY: None

Chairman Priddle declared the motion carried.

ATTEST:

Kevin Priddle, Chairman

Cora Middleton, Secretary