



McAlester City Council

NOTICE OF MEETING

Regular Meeting Agenda

Tuesday, July 14, 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

- Charles Neff, Pastor, First United Methodist Church

ROLL CALL

CITIZENS COMMENTS ON NON-AGENDA ITEMS

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

CONSENT AGENDA

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

- A. **Approval of Minutes from the June 23, 2009, Special Meeting of the McAlester City Council.** *(Cora Middleton, City Clerk)*
- B. **Approval of Minutes from the June 23 2009, Regular Meeting of the McAlester City Council.** *(Cora Middleton, City Clerk)*
- C. **Approval of Minutes from the June 29, 2009, Special Meeting of the McAlester City Council.** *(Cora Middleton, City Clerk)*
- D. **Concur with Mayor's reappointment of Dr. Kenneth Miller to the McAlester Economic Development Service, Inc. for a term that expires June, 2012.** *(Kevin E. Priddle, Mayor)*
- E. **Concur with Mayor's reappointment of Jack Inman to the McAlester Economic Development Service, Inc. for a term that expires June, 2012.** *(Kevin E. Priddle, Mayor)*
- F. **Concur with Mayor's appointment of Pam Pulchny to the Americans with Disabilities Act Board for a term that expires August, 2010.** *(Kevin E. Priddle, Mayor)*
- G. **Pledge and Guarantee document which authorizes the annual renewal of the Participation Agreement with the Association for Landfill Financial Assurance.** *(David Medley, Utility Director)*
- H. **Approval of Claims for June 24, 2009 through June 30, 2009.** *(Sherry Alessi, Assistant Chief Financial Officer)*
- I. **Approval of Claims for June 24, 2009 through June 30, 2009.** *(Sherry Alessi, Assistant Chief Financial Officer)*
- J. **Approval of Claims for July 1, 2009 through July 14, 2009.** *(Sherry Alessi, Assistant Chief Financial Officer)*
- K. **Approval of Claims for July 1, 2009 through July 14, 2009.** *(Sherry Alessi, Assistant Chief 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.

- **Public Hearing: Public Hearing for the City of McAlester to seek funding assistance from the Oklahoma Department of Commerce. This funding is available through the Community Development Block Grant (CDBG) 2009 State Small Cities Program.**
- **An Ordinance amending General Zoning Ordinance No. 1843 (1989) and accompanying map by rezoning property (as described) in the ordinance from I-2 (Heavy Industrial) to C-4 (Restricted Commercial).**

SCHEDULED BUSINESS

1. **Presentation of the "Yard of the Month".** *(Kevin E. Priddle, Mayor and J. T. Collier, President of Pride-in-McAlester)*

Executive Summary

This agenda item involves the naming of a "Yard of the Month".

2. **Review of the City of McAlester Citizen Participation Plan for 2009.** *(Pete Stasiak, Planning and Community Development Director)*

Executive Summary

This agenda item involves another review of the McAlester Citizen Participation Plan for 2009.

3. **Consider, and act upon, an Ordinance amending General Zoning Ordinance No. 1843 (1989) and accompanying map by rezoning property (as described) in the ordinance from I-2 (Heavy Industrial) to C-4 (Restricted Commercial).** *(Pete Stasiak, Planning and Community Development Director)*

Executive Summary

This agenda item involves a rezone request, which the purpose of the request was unstated.

4. **Consider, and act upon, Land Use Acceptance and accompanying map to grant Use Permitted After Review.** *(Pete Stasiak, Planning and Community Development Director)*

Executive Summary

This agenda item involves a request to expand the Mega Splash Car Wash.

5. **Consider, and act upon, Land Use Acceptance and accompanying map to grant Use Permitted After Review.** *(Pete Stasiak, Planning and Community Development Director)*

Executive Summary

This agenda item involves the building of the new City of McAlester Fire Emergency Complex.

6. **Consider, and act upon, a roadway easement for CenterPoint Energy on Steven Taylor Boulevard at the end of the cul-de-sac.** *(Pete Stasiak, Planning and Community Development Director)*

Executive Summary

This agenda item involves a request to grade and rock the roadway and install a locked gate to limit access.

7. **Consider, and act upon, a Option Agreement and Resolution for the sale of city owned surplus real estate known as Lots 1, 2, & 3, Block 150, South McAlester, located on Tyler Avenue and situated between and adjacent to Ninth Street and Tenth Street in the City of McAlester, Oklahoma.** *(Pete Stasiak, Planning and Community Development Director)*

Executive Summary

This agenda item involves the sale of City owned land to Accessible Space, Inc. for \$1.00 contingent upon ASI receiving funding.

8. **Waiver of building and inspection fees for an apartment complex located between 9th and Adams and 9th and Jefferson.** *(Pete Stasiak, Planning and Community Development Director)*

Executive Summary

This agenda item involves the waiving of building and inspection fees, approximately \$4,500, for an apartment complex to be constructed by Accessible Space, Inc.

9. **Agreement with Mr. Roger Dalgren to obtain utility easement in Townsite Addition No. 4 for the 14th Street and Village Blvd. Utility Extension Project.** *(David Medley, Utilities Director)*

Executive Summary

This agenda item involves a utility easement allowing the City to construct a sewer line.

10. **Agreement with Mr. Sam Scott, Owner of Walnut Grove Living Center, to obtain utility easements in Townsite Addition No.4 for the 14th Street and Village Blvd. Utility Extension Project.** *(David Medley, Utilities Director)*

Executive Summary

This agenda item involves a utility easement allowing the City to construct a water and sewer line.

11. **Consider approving a Work Order for Melburger Brawley Corporation for engineering, surveying, inspection, and easement preparation required for the construction of the South US 69 Bypass Sewer Extension project.** *(David Medley, Utilities Director)*

Executive Summary

This agenda item involves engaging Melburger Brawley Corporation to perform engineering services related to the above named project.

12. **Purchase nine (9) new equipped police package cars.** *(Jim Lyles, Police Chief)*

Executive Summary

This agenda item involves the purchase and equipping nine new police cars.

13. **Purchase one Animal Control Vehicle and transport unit.** *(Jim Lyles, Police Chief)*

Executive Summary

This agenda item involves the purchase and equipping an animal control unit and cage.

14. **Consider, and act upon, a Partnership Request by Eastern Oklahoma State College for the use of the Southeast EXPO Center for the College & Career Day scheduled October 8th & set up October 7th, 2009, by partnering with them in the amount of \$2,250.00.** *(Jerry Lynn Wilson, EXPO Manager)*

Executive Summary

This agenda item involves the City partnering in the cost of the EXPO Center rental fee with Eastern Oklahoma State College for their College & Career Day.

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 Minutes from the June 23, 2009, Regular Meeting of the McAlester Airport Authority.** *(Cora Middleton, City Clerk)*
- **Confirm action taken on City Council Agenda Item H regarding Claims for June 24, 2009 through June 30, 2009.** *(Sherry Alessi, Assistant Chief Financial Officer)*
- **Confirm action taken on City Council Agenda Item I regarding Claims for June 24, 2009 through June 30, 2009.** *(Sherry Alessi, Assistant Chief Financial Officer)*
- **Confirm action taken on City Council Agenda Item K regarding the Claims for the period of July 1, 2009 through July 14, 2009.** *(Sherry Alessi, Assistant Chief Financial Officer)*

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CONVENE AS McALESTER PUBLIC WORKS AUTHORITY

Majority of a Quorum required for approval

- **Approval of Minutes from the June 23, 2009, Regular Meeting of the McAlester Public Works Authority.** *(Cora Middleton, City Clerk)*
- **Confirm action taken on City Council Agenda Item H regarding Claims for June 24, 2009 through June 30, 2009.** *(Sherry Alessi, Assistant Chief Financial Officer)*
- **Confirm action taken on City Council Agenda Item I regarding Claims for June 24, 2009 through June 30, 2009.** *(Sherry Alessi, Assistant Chief Financial Officer)*
- **Confirm action taken on City Council Agenda Item J regarding Claims for July 1, 2009 through July 14, 2009.** *(Sherry Alessi, Assistant Chief Financial Officer)*
- **Confirm action taken on City Council Agenda Item K regarding the Claims for the period of July 1, 2009 through July 14, 2009.** *(Sherry Alessi, Assistant Chief Financial Officer)*
- **Confirm action taken on City Council Agenda Item 9 regarding an agreement with Mr. Roger Dalgren to obtain utility easement in Townsite Addition No. 4 for the I4th Street and Village Blvd. Utility Extension Project.** *(David Medley, Utilities Director)*
- **Confirm action taken on City Council Agenda Item 10 regarding an agreement with Mr. Sam Scott, Owner of Walnut Grove Living Center, to obtain utility easements in Townsite Addition No.4 for the I4th Street and Village Blvd. Utility Extension Project.** *(David Medley, Utilities Director)*
- **Confirm action taken on City Council Agenda Item 11 regarding a Work Order for Melburger Brawley Corporation for engineering, surveying, inspection, and easement preparation required for the construction of the South US 69 Bypass Sewer Extension project.** *(David Medley, Utilities Director)*

ADJOURN MPWA.

RECONVENE COUNCIL MEETING.

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 _____ 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

The McAlester City Council met in regular session on Tuesday, June 23, 2009, at 6:00 P.M. after proper notice and agenda was posted, June 18, 2009, at 3:49 P.M.

CALL TO ORDER

Mayor Priddle called the meeting to order.

INVOCATION & PLEDGE OF ALLEGIANCE

- **Scott Walker, Shared Blessings**

ROLL CALL

Council Roll Call was as follows:

Present: Chris Fiedler, John Browne, Haven Wilkinson, Buddy Garvin, Sam Mason & Mayor Priddle

Absent: Donnie Condit

Presiding: Kevin E. Priddle, Mayor

Staff Present: Mark Roath, City Manager; Pete Stasiak, Planning & Community Development Director; Dave Medley, Utilities Director; Sherry Alessi, Assistant Finance Officer; William J. Ervin, Jr., City Attorney and Cora Middleton, City Clerk

CITIZENS' COMMENTS ON NON-AGENDA ITEMS

None

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.

- Approval of Minutes from the June 2, 2009, Special Meeting of the McAlester City Council.** *(Cora Middleton, City Clerk)*
- Approval of Minutes from the June 9, 2009, Regular Meeting of the McAlester City Council.** *(Cora Middleton, City Clerk)*
- Mayor's Monthly Financial Report for May, 2009.** *(Kevin E. Priddle, Mayor)*
- Approval of Claims for June 10, 2009 through June 23, 2009.** *(Sherry Alessi, Assistant Chief Financial Officer)* In the following amounts: General Fund -

\$164,710.36; Parking Authority - \$115.12; Nutrition - \$835.90; SE Expo Ctr/Tourism Fund - \$23,811.40; E-911 - \$9,611.66 and Economic Development - \$2,916.67.

Councilman Mason requested that item "D" be removed for individual consideration.

Councilman Wilkinson moved for approval of items "A through C" of the consent agenda. The motion was seconded by Vice-Mayor Garvin. There was no discussion and the vote was taken as follows:

AYE: Councilman Fiedler, Browne, Wilkinson, Garvin, Mason & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

ITEMS REMOVED FROM CONSENT AGENDA

D. Approval of Claims for June 10, 2009 through June 23, 2009. (*Sherry Alessi, Assistant Chief Financial Officer*) In the following amounts: General Fund - \$164,710.36; Parking Authority - \$115.12; Nutrition - \$835.90; SE Expo Ctr/Tourism Fund - \$23,811.40; E-911 - \$9,611.66 and Economic Development - \$2,916.67.

Councilman Mason moved to approve item "D" of the consent agenda. The motion was seconded by Councilman Wilkinson.

Before the vote, Councilman Mason inquired about the payment to Allford, Ivester and Green. He stated that he would like to have an update regarding the action against Tandem Technologies that had been in place for almost two (2) years. He directed his question to the City Attorney.

Mr. Ervin informed the Council that the City's action against Tandem Technologies was currently pending in Pittsburg County District Court and that it was at a point where the scheduling order needed to be amended. He commented that the action could be resolved through the court before the end of the year but he did not foresee a voluntary payment from the company. He added that he could furnish the Council with the amended scheduling order within ten (10) days. He reported that there had been long periods of inactivity in the file.

Councilman Mason stated that it was time to bring this to a conclusion.

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

AYE: Councilman Browne, Wilkinson, Garvin, Mason, Fiedler & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

There was no presentation for "Yard of the Month".

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.

Councilman Fiedler moved to open a Public Hearing to discuss an Ordinance amending Ordinance No. 2299, which established the Budget for Fiscal Year 2008/2009 and to discuss an Ordinance adopting the budget of the City of McAlester, Oklahoma for the Fiscal Year 2009/2010. The motion was seconded by Councilman Wilkinson. There was no discussion and the vote was taken as follows:

AYE: Councilman Browne, Wilkinson, Garvin, Mason, Fiedler & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried and the Public Hearing was opened at 6:17 P.M.

1. **Public Hearing: An Ordinance amending Ordinance No. 2299, which established the Budget for Fiscal Year 2008/2009; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency.**
2. **Public Hearing: An Ordinance adopting the budget of the City of McAlester, Oklahoma for the Fiscal Year 2009/2010; providing for a severability clause; and declaring an emergency.**

There were no comments from the audience or the Council regarding the two ordinances and Mayor Priddle asked for a motion to close the Public Hearing.

Councilman Browne moved to close the Public Hearing, seconded by Councilman Fiedler. There was no discussion, and the vote was taken as follows:

AYE: Councilman Wilkinson, Garvin, Mason, Fiedler, Browne & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried and the Public Hearing was closed at 6:18 P.M. Mayor Priddle stated that item 9 would be considered first.

SCHEDULED BUSINESS

9. **Consider, and act upon, a Resolution of the City of McAlester for Fiscal Year 2009 affirming the cities commitment to facilitate and administer funds from the Oklahoma Department of Commerce if awarded. (Peter Stasiak, Planning and Community Development Director)**

Executive Summary

This agenda item involves a Resolution affirming the cities commitment to facilitate and administer funds from the ODOC.

Vice-Mayor Garvin moved to approve a Resolution of the City of McAlester for Fiscal Year 2009 affirming the cities commitment to facilitate and administer funds from the Oklahoma Department of Commerce if awarded. The motion was seconded by Councilman Browne.

Before the vote, Mayor Priddle clarified that the original application was asking for whatever funds were possible, and last Friday he had sent a letter to the Department of Commerce indicating per Council commitment that the City would accept one million dollars if that was the award from the Department of Commerce.

Councilman Mason began the discussion stating that if the limitation was \$1,000,000.00 then the City would have a high hill to climb. He then expressed concern as to how a letter of request could be submitted prior to Council consent and why the Council was considering this item tonight.

There was considerable discussion among the Council, Mr. Ruminer, Mr. Ervin and Manager Roath regarding the application process, the effort this project had taken to get this far, the work by all involved, and that the sale of the "King Ranch Property" could be revisited to help fund the project. During the discussion, Mr. Ruminer stated that this was a preliminary application to get in line for the formal application and he would furnish a letter to that effect. Mr. Ervin explained that the Council had the power to ratify actions after the fact. Councilman Mason reminded the Council of the 2014 balloon payment to the bond holders that the City would have to make.

Manager Roath commented that the City needed to make sure, the message that was sent was that they were grateful for the possible funding, and that they try to encourage businesses that would fit with what was currently in the area. He added that there would be a number of sessions to address the additional funding that was needed.

Councilman Mason stated that he would like each Councilman to receive a copy of the letter from the Department of Commerce, and that the minutes reflect that this was a preliminary application that would be followed by a formal application, meeting all of the application requirements.

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

AYE: Councilman Garvin, Fiedler, Browne, Wilkinson & Mayor Priddle

NAY: None

ABSTAIN: (Counted as a no) Councilman Mason

Mayor Priddle declared the motion carried.

1. **Consider, and act upon, an Ordinance amending Ordinance No. 2299 which established the Budget for Fiscal Year 2008/2009; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. (Mark B. Roath, City Manager)**

Executive Summary

This agenda item involves an amendment to the budget for fiscal year 2008/2009.

ORDINANCE NO. 2326

AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2299 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2008-2009; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

Councilman Fiedler moved to approve ORDINANCE NO. 2326, amending the FY 2008-2009 budget. The motion was seconded by Vice-Mayor Garvin.

Before the vote, City Manager Roath explained that this would be the final amendment to this fiscal year budget. He added that this amendment included the non-uniform employee pay increase, the additional 2% for possible IAFF Collective Bargaining Unit Contract, the change to the budgeted BKD repayment, the reduction to the Federal Forfeiture Fund and the Bond Trustee Funds expenses.

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

AYE: Councilman Mason, Fiedler, Browne, Wilkinson, Garvin & Mayor Priddle
NAY: None

Mayor Priddle declared the motion carried.

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

AYE: Councilman Fiedler, Browne, Wilkinson, Garvin, Mason & Mayor Priddle
NAY: None

Mayor Priddle declared the motion failed.

2. **Consider, and act upon, an Ordinance adopting the budget of the City of McAlester, Oklahoma for the Fiscal Year 2009/2010; providing for a severability clause; and declaring an emergency. (Mark B. Roath, City Manager)**

Executive Summary

This agenda item involves an Ordinance adopting the budget for fiscal year 2009/2010.

ORDINANCE NO. 2327

AN ORDINANCE ADOPTING THE BUDGET OF THE CITY OF McALESTER, OKLAHOMA FOR THE FISCAL YEAR 2009-2010.

Councilman Fiedler moved to approve ORDINANCE NO. 2327, adopting the Fiscal Year 2009-2010. The motion was seconded by Councilman Wilkinson.

Before the vote, Mr. Roath stated that this would officially adopt the budget for the next fiscal year.

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

AYE: Councilman Wilkinson, Garvin, Mason, Fiedler, Browne & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

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

AYE: Councilman Fiedler, Browne, Wilkinson, Garvin, Mason & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

3. **Consider, and act upon, a Resolution authorizing a pay increase for City employees outside the official non-uniform pay plan of the City of McAlester, Oklahoma.**
(Mark B. Roath, City Manager)

Executive Summary

This agenda item involves a pay increase for those non-uniform employees that are outside the official pay plan of the City of McAlester.

Councilman Browne moved to approve RESOLUTION NO. 09-11, seconded by Councilman Fiedler.

Before the vote, Manager Roath explained that there had been three (3) employees that were above the pay plan and this would allow them to receive the pay increase that had been approved by the Council.

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

AYE: Councilman Browne, Wilkinson, Garvin, Mason, Fiedler & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

4. **Consider, and act upon, authorizing the Mayor to sign a Memorandum of Understanding with the Fraternal Order of Police, Lodge No. 97 related to making pension contributions on a certain portion of holiday pay for various members of the bargaining unit.** *(Mark B. Roath, City Manager)*

Executive Summary

This agenda item involves pension contributions on a certain portion of holiday pay for various members of the bargaining unit.

Vice-Mayor Garvin moved to authorize the Mayor to sign a Memorandum of Understanding with the Fraternal Order of Police, Lodge No. 97 related to making pension contributions on a

certain portion of holiday pay for various members of the bargaining unit. The motion was seconded by Councilman Fiedler.

Before the vote, Mr. Roath explained that during a portion of fiscal years 2005, 2006 and 2007, the City had inadvertently neglected to make pension contributions on a certain portion of holiday pay for various members of the bargaining unit. This Memorandum of Understanding addressed this issue including the amount in back holiday pension to be paid. He also informed the Council that the Memorandum of Understanding had already been signed off on by the president of the FOP.

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

AYE: Councilman Browne, Wilkinson, Garvin, Mason, Fiedler & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

- 5. Consider, and act upon, authorizing the Mayor to sign a Renewal Letter with United Healthcare, in the amount of \$1,540,332, for the period of July 1, 2009 to June 30, 2010. (Mark B. Roath, City Manager)**

Executive Summary

This agenda item involves the renewal of employee health insurance.

Councilman Wilkinson moved to authorize the Mayor to sign a Renewal Letter with United Healthcare, in the amount of \$1,540,332, for the period of July 1, 2009 to June 30, 2010. The motion was seconded by Councilman Browne.

Before the vote, Manager Roath explained that Unitedhealthcare currently provides the medical and vision insurance for all employees except the fire including some retirees and because of the City's claims experience the last few years, they were the only provider that quoted this insurance for the next fiscal year. He added that in the renewal letter they stated that they would implement a Wellness Program for all City employees, to help improve employee health as well as lower the City's cost in this area.

There was a brief discussion among the Council, Mr. Roath and the representatives from Unitedhealthcare regarding preventative care, the Wellness Program and incentives, the age the retirees can remain covered and possibly offering an early out option to employees.

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

AYE: Councilman Wilkinson, Garvin, Mason, Fiedler, Browne & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

- 6. Consider, and act upon, authorizing the Mayor to sign a contract with Pride In McAlester, Inc., in the amount of \$60,000. (Mark B. Roath, City Manager)**

Executive Summary

This agenda item involves a contract with Pride In McAlester, Inc.

Councilman Browne moved to authorize the Mayor to sign a contract with Pride In McAlester, Inc., in the amount of \$60,000. The motion was seconded by Councilman Fiedler.

Before the vote, J.T. Collier thanked the Council for their support.

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

AYE: Councilman Garvin, Mason, Fiedler, Browne, Wilkinson, & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

7. **Consider, and act upon, award of bid to Bravo Construction Inc., for the construction of 14th St. & Village Blvd. Utility Extensions and authorizing the Mayor to sign a construction contract, after review and approval by the City Attorney's Office, with Bravo Construction Inc., in the amount of \$228,068.19.**

Executive Summary

This agenda item involves a bid award and contract with Bravo Construction Inc.

Councilman Fiedler moved to award a bid to Bravo Construction Inc., for the construction of 14th St. & Village Blvd. utility extensions and authorizing the Mayor to sign a construction contract, (after review and approval by the City Attorney's Office), with Bravo Construction Inc., in the amount of \$228,068.19. The motion was seconded by Councilman Wilkinson.

Before the vote, David Medley explained that on November 4, 2008, the Council had approved this construction project, which would extend approximately 2,000 linear feet of water main and approximately 1,500 linear feet of sewer main at 14th Street and Highway 69, and approximately 2,000 linear feet of sewer main extension along the east side of Highway 69 to Village Blvd. On May 14, 2009, the Utilities Department opened bids for this project. There were seven (7) bids received and upon review by both the Engineers and the Utilities Director, Bravo Construction, Inc. was the company that had met all requirements with the lowest cost. He added that the Engineers and the Utilities Director felt confident that Bravo Construction, Inc. could complete the project in a professional manner.

There was a brief discussion among the Council, Manager Roath and Robert Vaughan concerning a full-time inspector, why the bid was so low, future developers sharing in the cost, the contract with Mr. Miller regarding his share of the cost, taking advantage of the low cost and starting the work before any of the stimulus funding hit the economy.

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

AYE: Councilman Mason, Fiedler, Browne, Wilkinson, Garvin & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

8. Review of the City of McAlester Citizen Participation Plan for 2009. *(Peter Stasiak, Planning and Community Development Director)*

Executive Summary

This agenda item involves a review of the 2009 Citizen Participation Plan of the City of McAlester.

Councilman Fiedler moved to accept the review of the City of McAlester Citizen Participation Plan for 2009. The motion was seconded by Councilman Browne.

Before the vote, Pete Stasiak explained that this was just updating the current plan and it would follow all State requirements.

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

AYE: Councilman Fiedler, Browne, Wilkinson, Garvin, Mason & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

10. Consider, and act upon, a Resolution declaring certain buildings as dangerous by reason of dilapidation and a detriment to the welfare of the public and community. *(Dennis Lalli, Inspector, Planning and Community Development)*

Executive Summary

This agenda item involves a Resolution declaring certain buildings dilapidated.

Vice-Mayor Garvin moved to approve a Resolution declaring certain buildings as dangerous by reason of dilapidation and a detriment to the welfare of the public and community. The motion was seconded by Councilman Mason.

Before the vote, Pete Stasiak reviewed the list of properties, which were as follows:

1. 227 W. Washington
2. 208 W. Washington
3. 415 W. Choctaw
4. 1314 E. Choctaw
5. 701 E. Cherokee

He informed the Council that three (3) of these structures had been brought down but not all of them to the City's regulations. He was requesting that the Council continue with condemnation to insure they were completed properly.

The owner of 227 W. Washington addressed the Council explaining that she had purchased a remodel permit but had not had the opportunity to complete the improvements to the structure because of personal circumstances. She stated that had she known that there would be these kind of problems she would not have purchased the property. She asked for six (6) months to make the required improvements. Councilman Wilkinson commented that the structure had been secured and the property maintained but no significant improvements had been completed and there had been several complaints over the years concerning the property.

Mr. Stasiak informed the Council that this property had been notified in the past of the mowing problems and not being properly secured. He recommended that the structure be condemned.

Councilman Browne commented that if the property was condemned tonight the owner could purchase a remodel permit and have ninety days to make the necessary improvements. Mr. Stasiak stated that they would work with the owner if that is what she chose to do. The owner asked what she could do herself to tear the structure down.

Councilman Fiedler requested that the property at 227 W. Washington be removed for separate consideration.

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

AYE: Councilman Wilkinson, Garvin, Mason, Fiedler, Browne & Mayor Priddle
NAY: None

Mayor Priddle declared the motion carried.

Councilman Wilkinson moved to consider the property at 227 W. Washington for condemnation. The motion was seconded by Councilman Fiedler. Before the vote, Mayor Priddle stated that a yes vote would be to condemn the property.

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

AYE: Councilman Wilkinson, Garvin, Mason, Browne & Mayor Priddle
NAY: Councilman Fiedler

Mayor Priddle declared the motion carried.

11. Consider, and act upon, an Addendum to a lease with the Girl Scouts Tiak Council approved on December 13, 2005, for Cheney Park. (Cora Middleton, City Clerk)

Executive Summary

This agenda item involves changing the legal name of the local Girl Scout group named on the lease.

Councilman Browne moved to approve an Addendum to a lease with the Girl Scouts Tiak Council approved on December 13, 2005, for Cheney Park. The motion was seconded by Councilman Fiedler.

Before the vote, Manager Roath explained that three (3) of the Girl Scout Councils in Eastern Oklahoma had merged into one larger and more efficient Council and changed the name to "Girl Scouts of Eastern Oklahoma". This item would correct the existing lease that the City has with the local Girl Scout group but, the other terms of the lease would remain the same.

Councilman Browne asked if the City still maintained the Park. Mr. Ervin stated that the Girl Scouts leased and maintained the entire Park.

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

AYE: Councilman Browne, Wilkinson, Garvin, Mason, Fiedler & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

12. Discussion, and action, to place on file the Hotel Tax Report for Fiscal Year 2007/2008, performed by Crawford and Associates, P.C. (Sam Mason, Councilmember)

Executive Summary

This agenda item involves an audit of the hotel tax revenues generated by hotels and motels within the corporate limits of McAlester.

Councilman Fiedler moved to place on file the Hotel Tax Report for Fiscal Year 2007/2008, performed by Crawford and Associates, P.C. The motion was seconded by Vice-Mayor Garvin.

Before the vote, Councilman Mason explained that the Council had previously engaged Crawford and Associates to perform the initial audit and that this was a second audit. He compared the two audits and suggested that the Council request the Audit and Finance Advisory Committee to review both audits and make recommendations for what steps to take to follow up on any problems that appeared in both audits. He stated that it was not fair to the hotels that complied with the City's regulations when other hotels did not.

There was a brief discussion among the Council, regarding the misunderstanding about the changes that had been made to the ordinance, sending representatives to the hotel to clarify deadlines, engaging Crawford and Associates to perform another audit and having the Audit and Finance Advisory Committee develop a policy concerning the collection of the hotel/motel tax.

Councilman Mason requested that the motion be amended as follows "Accept, and place on file the Hotel Tax Report for Fiscal Year 2007/2008, performed by Crawford and Associates, P.C. and in addition submit the audit to the Audit and Finance Advisory Committee and their recommendations along with the City Staff's recommendations be brought back to the Council at the second meeting in July. The motion was seconded by Mayor Priddle. There was no further discussion, and the vote was taken as follows.

AYE: Councilman Browne, Wilkinson, Garvin, Mason, Fiedler & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

NEW BUSINESS

Councilman Browne stated that he had received correspondence from the IIAF indicating that they were in agreement with everything but were still going to arbitration. He asked where the division was in the negotiations.

Manager Roath and Mayor Priddle commented that there were a few small items that needed to be considered and that an executive session would need to be scheduled to discuss this matter in detail.

CITY MANAGER'S REPORT

Mr. Roath stated that he did not have any items to report at this time.

REMARKS AND INQUIRIES BY CITY COUNCIL

Councilman Wilkinson stated that he did not have any comments at this time.

Vice-Mayor Garvin thanked Mr. Stasiak for the improvements at the landfill. He commented on the growth that was occurring in Fifth Ward in both the commercial and residential areas. He then thanked Mel Priddy for the work by the Parks division on the pools and parks.

Councilman Mason commented about the tall grass all over town and pointed out the house across from the post office.

Councilman Fiedler remarked that he had addressed that property. He thanked Mr. Stasiak and his staff for their hard work. He thanked everyone that had worked on the Sabre Defence project and he hoped it would happen. He announced that the City had received the new ambulance.

Joyce Carlson asked if she could speak about the problem with grass being blown into the streets, stating that even the City crews did not remove grass from the streets when they mowed.

Councilman Browne announced that there would be a meeting concerning recycling next Tuesday at the Pride In McAlester office.

Mayor Priddle thanked the City Manager and Mr. Stasiak for their diligence on the dilapidated properties.

RECESS COUNCIL MEETING

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

AYE: Councilman Garvin, Mason, Fiedler, Browne, Wilkinson & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried, and the Regular Meeting was recessed at 8:16 P.M.

RECONVENE COUNCIL MEETING

The Regular Meeting was reconvened at 8:18 P.M.

ADJOURNMENT

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

AYE: Councilman Wilkinson, Garvin, Mason, Fiedler, Browne & Mayor Priddle

NAY: None

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

Kevin E. Priddle, Mayor

ATTEST:

Cora Middleton, City Clerk

Council Chambers
Municipal Building
June 23, 2009

The McAlester City Council met in Special session on Tuesday, June 23, 2009, at 5:30 P.M. after proper notice and agenda was posted, June 18, 2009, at 3:48 P.M.

CALL TO ORDER

Mayor Priddle called the meeting to order.

Mayor Priddle gave the invocation and led the Pledge of Allegiance.

ROLL CALL

Council Roll Call was as follows:

Present: Chris Fiedler, John Browne, Haven Wilkinson, Buddy Garvin, Sam Mason & Mayor Priddle

Absent: Donnie Condit

Presiding: Kevin E. Priddle, Mayor

Staff Present: Mark Roath, City Manager; Pete Stasiak, Planning & Community Development Director and Cora Middleton, City Clerk

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.

Councilman Wilkinson moved to open the Public Hearing to discuss the City of McAlester seeking funding from the Oklahoma Department of Commerce through the Community Development Block Grant-Economic Development Infrastructure Financing program in the amount of \$4,166,100 to construct a 40,000 sq. ft. manufacturing building at the Steven Taylor Industrial Park. The motion was seconded by Councilman Browne. There was no discussion, and the vote was taken as follows:

AYE: Councilman Fiedler, Browne, Wilkinson, Garvin, Mason & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried, and the Public Hearing was opened at 5:31 P.M.

- **Conduct a public hearing and discuss the City of McAlester seeking funding from the Oklahoma Department of Commerce through the Community Development Block Grant-Economic Development Infrastructure Financing program in the amount of \$4,166,100 to construct a 40,000 sq. ft. manufacturing building at the Steven Taylor Industrial Park.**

Mayor Priddle explained that this process had started about one (1) year ago with a letter from the Oklahoma Department of Commerce concerning a firearms manufacturing company. He stated that the proposed company was Sabre Defence Industries. He commented that Sabre Defence Industries had location in the United Kingdom and in Tennessee. He added that they were looking to expand and had toured various locations in and around McAlester. Mayor Priddle informed the Council that he had received a letter of commitment from the CEO of Sabre Defence. He then read the letter which is included below:

“May 30, 2009

City of McAlester
Mayor Kevin Priddle
P.O. Box 578
McAlester, Ok 74502-0578

Dear Mayor Priddle:

I would to thank you, Jim Mills from the McAlester Economic Development Service, the McAlester Army Ammunition Plant and the Choctaw Nation for your continued work on our project to locate our new manufacturing facility in McAlester, Oklahoma.

As you aware Sabre Defence Industries is a leading weapons provider to the U.S. government and the commercial market worldwide. We currently supply over 70% of the U.S. Army's Browning M2 .50 caliber machine guns and barrels as well as manufacture of the US Air Force M134 7.62mm Mini-gun barrels and the precision engineered XR15 rifles and hand gun assemblies for the commercial, law enforcement and the military markets.

It is now necessary, due to increased volumes of sales to expand our US manufacturing capacity and are excited to have McAlester, Oklahoma as our expansion partner. McAlester has all of the qualities that we are looking for in a new community. These qualities include:

- Central US location with excellent access to transportational logistics
- Work force which can meet our production needs.
- “Gun Friendly” climate.
- Access to “partners” which can be strategic alliances for both today and future projects.

Both myself and our CFO have been to McAlester and have been tremendously impressed with your ability to work through the details relating to our project.

To restate our project needs:

1. Minimum 40,000 square foot environmentally controlled (both heated and air conditioned) facility with 14' minimum ceiling height and 2 dock and 2 ground level bays. Certain areas of our manufacturing facility will require special attention regarding depth of concrete floors and other factors as a result of our specialized manufacturing

operations. In addition, a DOD approved vault of a minimum of 500 sq. ft for storage of weapons and receivers with video monitoring per DOD Spec 5100.76-M.

2. Minimum ten acres zoned industrial with access by well-maintained truck route.
3. Access to a shooting range of 1,000 yards for ongoing testing as well as an internal 100 yard in-facility testing range preferred. The latter will require in the region of 8000sqft devoted to it and will be operational for function and accuracy testing at least 50hrs per week. Our current volume of quality control testing requires a minimum of thirty hours per week testing for our major vendors.
4. Telecommunications infrastructure must be able to support high speed internet access, VOIP and secure data streaming to offsite backup facility.
5. Access to gunsmithing/armorer training a plus.
6. Estimated employment would be:
 - a. First 90 days – 5-10 individuals
 - b. End of year one – additional 40 individuals
 - c. Year two through year three – additional 75 individuals

Estimated total of 125 jobs by the end of year three

Average wage for these individuals will be between \$15-\$20 per hour plus benefits.

In addition to our previously stated project needs, we have a few specific needs which we must be able to satisfy in order to complete our move to McAlester:

1. Our current growth is far exceeding our estimated projections and as a result the facility will need to be expandable from 40,000 sq. ft to 100,000 sq. ft. or more with a minimum of disruption to on-going operations. Estimated cost of this facility would be approximately \$4,000,000. We would like to lease this facility on a lease/purchase option basis or whatever cost effective arrangement could be made to allow us to occupy the facility quickly.
2. We will look to local financial institutions for funding commitments within their appropriate guidelines in order to complete our transition to the McAlester area.

We are extremely excited about moving forward with Sabre Defence McAlester, Oklahoma as we see new possibilities daily for growth of our products and efficiencies of operations by locating in McAlester, Oklahoma.

Our current plan it to hire immediately five individuals who can temporarily re-locate to Tennessee for assembly training for a new government contract projected for an August award and bound for our McAlester, Oklahoma operation. As you can imagine, government contracting

and awards are very specific and it is important to us to finalize our new facility plans as quickly as possible in order to insure that our key McAlester employees perform all initial “first article” testing and procedures.

We are committed to being in McAlester, Oklahoma and as soon as you can help us accomplish our specific needs regarding building and financing we are ready to begin re-location plans.

Sincerely,

Guy Savage
CEO/Owner
Sabre Defence Industries LLC”

Pete Stasiak distributed an information packet concerning the grant application and explained that the City was seeking funding to construct a building in the Industrial Park to house the offices, storage, manufacturing and assembly functions of Sabre Defence Industries. He stated that the City was only requesting a grant at this time. He then explained the steps of the CDBG application process.

Robbie Ruminer with the Department of Commerce addressed the Council stating that this project had been in the works for about four (4) years. He indicated that through the preliminary application process this was one of six (6) or seven (7) possible recipients and a quick completion of the formal application would be required to possibly qualify for an award.

Councilman Browne expressed his support for the project and inquired about the amount of available funding through the CDBG.

Chad Donoley, Ross Eaton and Representative Brian Renegar all expressed their support of the project with Representative Renegar stating that he, Representative Harrison and Senator Lerblance would all have letters of support sent to the Commerce Department or whomever it was necessary.

Chuck Prucka with the Oklahoma Manufacturing Alliance spoke in support of the project stating that this was a perfect match for the community.

Mayor Priddle explained how this project could align with the Army Ammunition Plant and the Choctaw Nation facilities in the area.

Councilman Mason asked if this was not concluded before the Regular Meeting began would this continue after the Regular Meeting adjourned. He then stated that he was in support of the project but he did have some questions. There was a brief discussion between Councilman Mason, Councilman Browne and Mayor Priddle regarding the application and if this discussion should be continued during the Regular Meeting.

Mayor Priddle asked for a motion to close the Public Hearing.

Councilman Wilkinson moved to close the Public Hearing, seconded by Councilman Fiedler. There was no discussion, and the vote was taken as follows:

AYE: Councilman Browne, Wilkinson, Garvin, Mason, Fiedler & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried and the Public Hearing was closed at 6:00 P.M.

Mayor Priddle stated that he thought the right thing to do would be to continue this discussion in the Regular Meeting and to move that item to the front of the agenda. He then requested a motion to adjourn the Special Meeting.

ADJOURNMENT

Councilman Fiedler moved for adjournment. The motion was seconded by Councilman Browne. There was no discussion, and the vote was taken as follows:

AYE: Councilman Browne, Wilkinson, Garvin, Mason, Fiedler & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried and the meeting was adjourned at 6:01 P.M.

Kevin E. Priddle, Mayor

ATTEST:

Cora Middleton, City Clerk

Council Chambers
Municipal Building
June 29, 2009

The McAlester City Council met in Special session on Tuesday, June 29, 2009, at 6:00 P.M. after proper notice and agenda was posted, June 25, 2009, at 5:50 P.M.

CALL TO ORDER

Mayor Priddle called the meeting to order.

Mayor Priddle gave the invocation and led the Pledge of Allegiance.

ROLL CALL

Council Roll Call was as follows:

Present: Chris Fiedler, John Browne, Haven Wilkinson, Sam Mason & Mayor Priddle
Absent: Donnie Condit & Buddy Garvin
Presiding: Kevin E. Priddle, Mayor

Staff Present: Mark Roath, City Manager; William J. Ervin, Sr., City Attorney and Cora Middleton, City Clerk

Mayor Priddle gave the invocation and led the Pledge of Allegiance. He then asked for a motion to recess into an Executive Session.

Councilman Wilkinson moved to recess the Special Meeting for an Executive Session to consider a Memorandum of Understanding between the City of McAlester and the IAFF, Local No. 2284 to resolve an outstanding issues on Article 24 for a Collective Bargaining Agreement for FY 2008-2009 only and to authorize Mayor to execute a Collective Bargaining Agreement with IAFF, Local No. 2284 for FY 2008-2009 in the form as previously presented to the City Council for its consideration, subject to the terms of the Memorandum of Understanding, to include a 4% across the board increase and change to uniform allowance retroactive to July 1, 2008, in accordance with Title 25, Sec. 307.B.2. The motion was seconded by Councilman Browne. There was no discussion, and the vote was taken as follows:

AYE: Councilman Fiedler, Browne, Wilkinson, Mason & Mayor Priddle
NAY: None

Mayor Priddle declared the motion carried and the Special Meeting was recessed at 6:02 P.M.

EXECUTIVE SESSION

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

- Section 307 (B) (2) – Discussion of negotiations concerning employees and representatives of employee groups: IAFF.

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

The Special Meeting was reconvened at 6:25 P.M. Mayor Priddle reported that the Council had recessed the Special Meeting for an Executive Session to consider a Memorandum of Understanding between the City of McAlester and the IAFF, Local No. 2284 to resolve an outstanding issues on Article 24 for a Collective Bargaining Agreement for FY 2008-2009 only and to authorize Mayor to execute a Collective Bargaining Agreement with IAFF, Local No. 2284 for FY 2008-2009 in the form as previously presented to the City Council for its consideration, subject to the terms of the Memorandum of Understanding, to include a 4% across the board increase and change to uniform allowance retroactive to July 1, 2008, in accordance with Title 25, Sec. 307.B.2. Only that matter was discussed, and the Council returned to open session at 6:25 P.M., and this constituted the Minutes of the Executive Session. He then asked for a motion to approve a Memorandum of Understanding between the City of McAlester and the IAFF, Local No. 2284 to resolve an outstanding issues on Article 24 for a Collective Bargaining Agreement for FY 2008-2009 only and to authorize Mayor to execute a Collective Bargaining Agreement with IAFF, Local No. 2284 for FY 2008-2009 in the form as previously presented to the City Council for its consideration, subject to the terms of the Memorandum of Understanding, to include a 4% across the board increase and change to uniform allowance retroactive to July 1, 2008, contingent upon the IAFF signing the contract prior to his signing of the contract.

Councilman Fiedler moved to approve a Memorandum of Understanding between the City of McAlester and the IAFF, Local No. 2284 to resolve an outstanding issues on Article 24 for a Collective Bargaining Agreement for FY 2008-2009 only and to authorize Mayor to execute a Collective Bargaining Agreement with IAFF, Local No. 2284 for FY 2008-2009 in the form as previously presented to the City Council for its consideration, subject to the terms of the Memorandum of Understanding, to include a 4% across the board increase and change to uniform allowance retroactive to July 1, 2008, contingent upon the IAFF signing the contract prior to the Mayor signing the contract. The motion was seconded by Councilman Mason.

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

AYE: Councilman Browne, Wilkinson, Mason, Fiedler & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

ADJOURNMENT

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

AYE: Councilman Browne, Wilkinson, Mason, Fiedler & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried and the meeting was adjourned at 6:26 P.M.

Kevin E. Priddle, Mayor

ATTEST:

Cora Middleton, City Clerk



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>July 14, 2009</u>	Item Number:	<u>G</u>
Department:	<u>Utilities</u>	Account Code:	<u></u>
Prepared By:	<u>David Medley</u>	Budgeted Amount:	<u>N/A</u>
Date Prepared:	<u>June 30, 2009</u>	Exhibits:	<u>None</u>

Subject

Pledge and Guarantee document which authorizes the annual renewal of the Participation Agreement with the Association For Landfill Financial Assurance.

Recommendation

Motion to approve the document and authorize the Mayor to sign after review and approval by the City Attorney's Office.

Discussion

The City is a member of the Association for Landfill Financial Assurance (ALFA). This document renews the City's membership in ALFA for FY 2009-2010. Membership in ALFA fulfills the requirements required by the Oklahoma Department of Environmental Quality for financial assurance for closure and post closure costs for landfills.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u>DRM</u>	<u>6/30/09</u>
City Manager	<u>MBR</u>	<u>7/7/09</u>

Exhibit B

PLEDGE AND GUARANTEE

WHEREAS, The City of McAlester (hereinafter "City") is the beneficial owner of a Municipal Solid Waste Landfill (hereinafter "MSWLF") owned and operated by the McAlester Public Works Authority (hereinafter "Trust"), and

WHEREAS, The City and the Trust are required to comply with financial assurance requirements for the closure of its MSWLF and for post-closure care for thirty (30) years after closing the MSWLF pursuant to RCRA Subtitle D regulations and Oklahoma Department of Environmental Quality rules and regulations, and

WHEREAS, The City and the Trust are in compliance with the aforementioned rules, regulations and laws by its participation as a member of the Association for Landfill Financial Assurance, an Oklahoma not for profit association (hereinafter "ALFA"), such entity being an approved mechanism under the laws of the state of Oklahoma for compliance with all financial assurance requirements, and

WHEREAS, The City and the Trust are required pursuant to the ALFA Participation Agreement to annually reaffirm its membership and pledge and guarantee to provide funding for the closure and post-closure care costs which are currently unfunded, where current estimated closure and post-closure care costs less the current Escrow Balance equals, and is hereinafter referred to as, "Unfunded Costs."

WHEREFORE, The City and the Trust hereby reaffirm and renew their membership in ALFA, (the City through the fiscal year ending June 30, 2010), pursuant to the terms and covenants as contained in said Participation Agreement dated July 25, 1995, an original copy of which is on file in the offices of the Trust.

WHEREFORE, both the City and Trust hereby pledge to pay any Unfunded Costs for the closure costs and post-closure care in the event its MSWLF should close or cease to operate prior to the time full funding has been accumulated in the ALFA Escrow Account according to the terms of the Participation Agreement.

WHEREFORE, both the City and Trust further assign any proceeds of this pledge and guarantee to the ALFA, or its successors or assigns as security for the financial obligations of the City and Trust for closure and post-closure care of its MSWLF and the related obligations under law to the Oklahoma Department of Environmental Quality and/or the United States Environmental Protection Agency in the event the City or Trust fails to comply with applicable Federal and State laws for the closure and post-closure care of the MSW Facility.

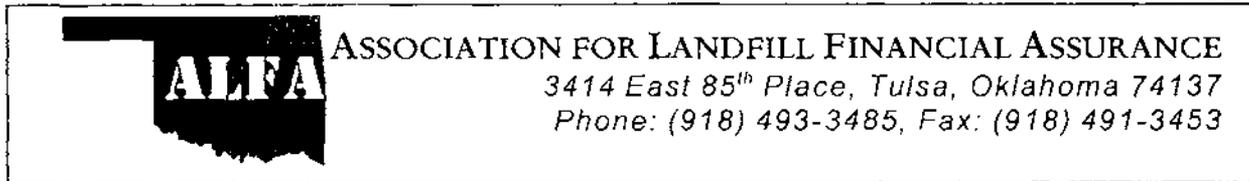
Dated this _____ day of _____, 2009.

MAYOR

Attest:

City Clerk

RECEIVED
6.19.09



Date: June 17, 2009

To: David Medley

Re: Participation Agreement Renewal for FY 2009 - 2010

Here are originals of the annual "Pledge and Guarantee" document, which includes language authorizing the subject renewal. Upon execution by the appropriate parties, this document will also become Exhibit "B" in the Participation Agreement.

Please process these documents for approval and execution. Retain one original to add as Exhibit B in your copy of the Participation Agreement. Send the other original back to me for ALFA's records and so I can send a copy to ODEQ along with ALFA's annual financial assurance report.

If possible, I would like to have ALFA's original of the executed Pledge and Guarantee returned to me within the next 30 days, or sooner.

If I can be of any further help or if you have any questions, please let me know.

Thanks,



Herb Van Fleet,
ALFA Secretary

cc: Mr. Steve Schuller
Gable & Gotwals

**CLAIMS FROM JUNE 24, 2009
THRU
JUNE 30, 2009**

PACKET: 04427 CLAIMS FOR 7/14/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

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

01-A00770	AUTO PARTS CO					
		I-843124	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS FOR SHOP	046825	120.57
		I-843125	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS FOR SHOP	046825	87.54
		I-843173	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS FOR SHOP	046825	112.01
		I-843179	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS FOR SHOP	046825	39.33
		I-843341	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS FOR SHOP	046825	80.93
		I-843343	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS FOR SHOP	046825	32.73
		I-843452	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS FOR SHOP	046825	75.95
		I-843712	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS FOR SHOP	046825	11.40
		I-843718	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS FOR SHOP	046825	6.56
		I-843896	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS FOR SHOP	046825	8.33
01-B00043	B & S SUPPLY, INC.					
		I-59221	01 -5862203	REPAIRS & MAI WASHERS, SCREWS, NUTS	046826	899.75
01-B00150	BEALES GOODYEAR TIRES					
		I-MC-163892	01 -5862203	REPAIRS & MAI TIRES - ANIMAL CONTROL 2	046827	363.56
01-B00180	BEMAC SUPPLY					
		I-S1466249.001	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	046828	15.47
01-C00847	CRYSTAL DATA					
		I-179198	01 -5321202	OPERATING SUP CANON CARTRIDGES FAX	046829	129.54
		I-179198	01 -5321202	OPERATING SUP CANON CARTRIDGES - S & H	046829	5.91
01-G00010	G & C RENTAL CENTER, IN					
		I-333A	01 -5865218	STREET REPAIR CONCRETE FINISHING TOOLS	046832	406.75
01-G00260	GEORGE HALIBURTON					
		I-430913	01 -5652318	ABATEMENTS CONTRACT MOWING	046833	3,114.10
01-H00075	HARRIS CONSTRUCTION SER					
		I-613859	01 -5542308	CONTRACTED SE HAUL ROCK -MCALESTER LAKE	046834	206.55
01-H00290	HUMPHREY PLUMBING, INC.					
		I-08-25197	01 -5543316	REPAIRS & MAI REPLACE MAIN DRAIN	046835	6,914.00
01-L00035	L. MORGAN TRUCKING LLC					
		I-232138	01 -5865218	STREET REPAIR 1000 TON 1 1/2" CR	046837	4,686.46
01-L00339	LINCOLN EQUIPMENT, INC					
		I-S1118333	01 -5543316	REPAIRS & MAI REPLACE DRAIN & SUMP	046838	450.00
		I-S1118333A	01 -5543316	REPAIRS & MAI NEW DRAIN & SUMP	046838	237.99
01-L00428	LOWE'S CREDIT SERVICES					
		I-01227.	01 -5321316	REPAIRS & MAI REMODELING SUPPLIES	046839	497.93
		I-06211	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	046839	88.84
		I-07209	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	046839	149.81
		I-09552.	01 -5865218	STREET REPAIR SMALL TOOLS	046839	134.76

PACKET: 04427 CLAIMS FOR 7/14/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-L00428	LOWE'S CREDIT SERVICES	continued				
		I-10681	01 -5865218	STREET REPAIR SMALL TOOLS	046839	19.44
01-M00089	MARK EMMONS PHOTOGRAPHY					
		I-08-25229	01 -5652317	ADVERTISING & MCAL COMM DEV FOLDERS	046840	375.00
01-M00095	MOY TIRE					
		I-34410	01 -5862203	REPAIRS & MAI WORK ON POLICE CARS	046841	251.41
		I-34610	01 -5862203	REPAIRS & MAI WORK ON POLICE CARS	046841	125.00
01-M00715	MUSKOGEE COMMUNICATIONS					
		I-112130	01 -5863203	REPAIR & MAIN REPAIRS & MAINTENANCE	046842	140.00
01-MC0020	MC CLAINS LUMBER CO.					
		I-001122750	01 -5865218	STREET REPAIR FORMING MATERIALS	046843	16.23
		I-001123327	01 -5865218	STREET REPAIR FORMING MATERIALS	046843	16.53
		I-001123612	01 -5865218	STREET REPAIR FORMING MATERIALS	046843	298.22
01-N00250	MCALESTER NEWS CAPITAL					
		I-01567830	01 -5652317	ADVERTISING & PUBLICATIONS FOR ECO DEV	046844	73.53
01-P00395	PLAY POWER LT FARMINGTO					
		I-062909	01 -5542202	OPERATING SUP NEW SLIDE - CONNALLY PARK	046846	2,894.00
01-R00090	RAM INC					
		I-18098	01 -5862205	PETROLEUM PRO DIESEL FOR SHOP	046847	3,949.41
		I-18098	01 -5862205	PETROLEUM PRO NO LEAD FOR SHOP	046847	3,906.53
01-S00190	SECURITY SYS. & ENG. IN					
		I-25323	01 -5542202	OPERATING SUP BI YEARLY SECURITY CHARGE	046848	65.00
01-S00419	SOONER LEGENDS INN & SU					
		I-64333	01 -5101331	EMPLOYEE TRAV 2 RM, 2 NIGHTS HOTEL-OCOM	046849	119.00
		I-64334	01 -5101331	EMPLOYEE TRAV 2 RM, 2 NIGHTS HOTEL-OCOM	046849	119.00
01-S00510	SOUTHERN SUPPLY & EQUIP					
		I-48308	01 -5862203	REPAIRS & MAI BLANKET PO FOR SMALL	046850	70.52
01-S00726	STAPLES BUSINESS ADVANT					
		I-31669	01 -5431202	OPERATING SUP OFFICE SUPPLIES	046851	461.39
		I-31911	01 -5321202	OPERATING SUP MISC SUPPLIES	046851	127.83
		I-31912	01 -5320202	OPERATING EXP MISC SUPPLIES (DETECTIVES	046851	67.42
01-W00040	WALMART COMMUNITY BRC					
		C-00878	01 -5320202	OPERATING EXP SUPPLIES	046852	24.44-
		I-00030	01 -5542319	MISCELLANEOUS SUPPLIES NEEDED AT PARKS	046852	105.40
		I-01737	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	046852	18.95
		I-02166	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	046852	14.94
		I-03638	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	046852	17.91

PACKET: 04427 CLAIMS FOR 7/14/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

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

01-W00040	WALMART COMMUNITY BRC		continued			
		I-04008.	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	046852	68.40
		I-04883	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	046852	53.55
		I-05223	01 -5542319	MISCELLANEOUS SUPPLIES NEEDED AT PARKS	046852	90.32
		I-05270	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	046852	66.85
		I-07729	01 -5320202	OPERATING EXP SUPPLIES	046852	230.15
		I-07730	01 -5321202	OPERATING SUP MISC SUPPLIES	046852	105.77
		I-09450	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	046852	30.47
01-W00270	WHITE ELECTRICAL SUPPLY					
		I-237618	01 -5863203	REPAIR & MAIN ELECTRIC PARTS	046853	158.40
			FUND	01 GENERAL FUND	TOTAL:	32,908.90

PACKET: 04427 CLAIMS FOR 7/14/09

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00043	B & S SUPPLY, INC.					
		I-59292	02 -5862203	REPAIRS & MAI SCREWS, CLAMPS, NUTS,	046826	784.57
01-B00150	BEALES GOODYEAR TIRES					
		I-MC-162753	02 -5862203	REPAIRS & MAI REAR TIRE FOR W9	046827	694.00
		I-MC-163683	02 -5862203	REPAIRS & MAI FRONT TIRE FOR W9	046827	265.00
		I-MC-163683	02 -5862203	REPAIRS & MAI TIRES FOR W9	046827	90.00
01-F00016	FAIRBANKS SCALES					
		I-828820	02 -5864327	SUB TITLE D E REPAIR SCALES AT LANDFILL	046830	2,730.09
01-F00310	FRONTIER INTNL. TRUCKS					
		I-769996	02 -5862203	REPAIRS & MAI PUMP, GASKET, HYDRULIC	046831	326.14
		I-770215	02 -5862203	REPAIRS & MAI SPRJNG, GLASS, LINK - W-4	046831	519.20
01-100140	INDIAN NATION WHOLESALE					
		I-4932491	02 -5866202	OPERATING SUP CLEANING SUPPLIES	046836	807.85
01-000075	O'REILLY AUTO PARTS					
		I-0230-158782	02 -5862203	REPAIRS & MAI UTILITY MAINTENANCE	046845	149.99
		I-0230-430449	02 -5862203	REPAIRS & MAI UTILITY MAINTENANCE	046845	14.59
01-S00726	STAPLES BUSINESS ADVANT					
		I-11027	02 -5866202	OPERATING SUP OFFICE SUPPLIES	046851	107.89
				FUND 02 MPWA	TOTAL:	6,489.32

PACKET: 04427 CLAIMS FOR 7/14/09

VENDOR SET: 01

FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-W00040	WALMART COMMUNITY BRC					
		I-04893	29 -5324202	OPERATING SUP TV MOUNTS: 911 CTR	046852	199.92
			FUND	29 E-911	TOTAL:	199.92
REPORT GRAND TOTAL:						39,598.14

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2008-2009	01 -5101331	EMPLOYEE TRAVEL & TRAININ	238.00	1,950	1,327.00		
	01 -5320202	OPERATING EXPENSE	273.13	8,500	446.90		
	01 -5321202	OPERATING SUPPLIES	369.05	18,500	2,438.12		
	01 -5321316	REPAIRS & MAINTENANCE	497.93	10,000	1,157.05		
	01 -5431202	OPERATING SUPPLIES	461.39	30,687	38.61		
	01 -5542202	OPERATING SUPPLIES	3,484.19	56,900	3,210.91		
	01 -5542308	CONTRACTED SERVICES	206.55	25,000	416.30		
	01 -5542319	MISCELLANEOUS	195.72	16,016	200.29		
	01 -5543316	REPAIRS & MAINTENANCE	7,601.99	26,430	1,111.65		
	01 -5652317	ADVERTISING & PRINTING	448.53	2,851	554.09		
	01 -5652318	ABATEMENTS	3,114.10	15,000	115.18		
	01 -5862203	REPAIRS & MAINT SUPPLIES	2,285.59	205,128	6,308.53		
	01 -5862205	PETROLEUM PRODUCTS	7,855.94	324,471	1,140.77		
	01 -5863203	REPAIR & MAINT SUPPLIES	298.40	32,536	12,880.39		
	01 -5865218	STREET REPAIRS & MAINTENAM	5,578.39	261,500	4,451.21		
	02 -5862203	REPAIRS & MAINT SUPPLIES	2,843.49	243,743	1,462.64		
	02 -5864327	SUB TITLE D EXPENSE	2,730.09	300,000	8,309.91		
	02 -5866202	OPERATING SUPPLIES	915.74	23,272	12,662.21		
	29 -5324202	OPERATING SUPPLIES	199.92	14,827	12,414.37		
	** 2008-2009 YEAR TOTALS **		39,598.14				

NO ERRORS

** END OF REPORT **

**CLAIMS FROM JUNE 24, 2009
THRU
JUNE 30, 2009**

PACKET: 04415 CLAIMS FOR 7/14/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
)1-A00170 ADA PAPER CO.						
		I-235840	01 -5321202	OPERATING SUP 8 1/2 X 11 COPY PAPER	046661	635.00
		I-236066	01 -5545203	REPAIRS & MAI PAPER PRODUCTS & CUSTODIA	046661	395.21
)1-A00200 ADAMS TRUE VALUE						
		I-136725	01 -5547203	REPAIRS & MAI POND TREATMENT	046662	113.30
		I-136745	01 -5542203	REPAIRS & MAI SPRAYER PARTS	046662	40.44
)1-A00267 AIRGAS						
		I-106206445	01 -5431202	OPERATING SUP OXYGEN FOR AMBULANCE	046663	124.81
		I-106240780	01 -5431202	OPERATING SUP OXYGEN FOR AMBULANCE	046663	106.98
		I-106272099	01 -5431202	OPERATING SUP OXYGEN FOR AMBULANCE	046663	77.46
		I-106293070	01 -5431202	OPERATING SUP OXYGEN FOR AMBULANCE	046663	78.03
		I-106313697	01 -5431202	OPERATING SUP OXYGEN FOR AMBULANCE	046663	77.46
)1-A00500 AMERICAN MUNICIPAL SERV						
		I-4184	01 -5213337	COLLECTION SE COLLECTIONS - MAY	046665	487.56
)1-A00570 AMERICAN SOD FARMS						
		I-3317	01 -5542319	MISCELLANEOUS SOD TO REP OUTFIELD @ SBC	046666	500.00
)1-A00751 ATWOODS						
		I-3288123	01 -5863203	REPAIR & MAIN TRAFFIC CONTROL PARTS	046667	26.97
		I-3293644	01 -5863203	REPAIR & MAIN TRAFFIC CONTROL PARTS	046667	21.98
		I-3298952	01 -5863203	REPAIR & MAIN TRAFFIC CONTROL PARTS	046667	49.99
		I-3303080	01 -5863203	REPAIR & MAIN TRAFFIC CONTROL PARTS	046667	31.93
		I-3305492	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	046667	59.44
		I-3306020	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	046667	25.78
		I-3306582	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	046667	22.98
		I-3306594	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM PARTS	046667	83.97
		I-3307321	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	046667	18.04
		I-3307587	01 -5863203	REPAIR & MAIN TRAFFIC CONTROL PARTS	046667	26.99
		I-3310692	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	046667	222.60
		I-3312746	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	046667	27.99
		I-3314260	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	046667	43.94
		I-3314514	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	046667	74.95
)1-A00770 AUTO PARTS CO						
		I-083082	01 -5862203	REPAIRS & MAI FUEL PUMP FOR FK-32	046668	248.69
		I-836208	01 -5431316	REPAIRS & MAI BLANKET PO/VEHICLE PARTS	046668	24.95
		I-839082	01 -5548203	REPAIRS & MAI BATTERY & CORE DEPOSIT	046668	171.55
		I-840953	01 -5431316	REPAIRS & MAI BLANKET PO/VEHICLE PARTS	046668	51.90
		I-842205	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	046668	162.43
		I-842235	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	046668	47.83
		I-842291	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	046668	57.70
		I-842333	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	046668	130.59
		I-842433	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	046668	91.45
		I-842459	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	046668	51.52
		I-842461	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	046668	155.35

PACKET: 04415 CLAIMS FOR 7/14/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

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

01-A00770	AUTO PARTS CO		continued			
		I-842462	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	046668	61.15
		I-842472	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	046668	4.67
		I-842484	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	046668	19.90
		I-842540	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	046669	85.38
		I-842588	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	046669	18.04
		I-842590	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	046669	44.38
		I-842682	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	046669	81.14
		I-842689	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	046669	47.81
		I-842725	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	046669	16.81
		I-842816	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	046669	199.80
		I-842822	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	046669	70.95
		I-843090	01 -5862203	REPAIRS & MAI HOSE, ORIFICE TUBE,	046669	240.08
		I-843103	01 -5431316	REPAIRS & MAI BLANKET PO/VEHICLE PARTS	046669	36.33
		I-843271	01 -5431316	REPAIRS & MAI BLANKET PO/VEHICLE PARTS	046669	39.96
		I-843545	01 -5862203	REPAIRS & MAI LIGHT MODULE FOR PD UNIT	046669	199.65
		I-843605	01 -5862203	REPAIRS & MAI LIGHT MODULE FOR PD UNIT	046669	131.09
01-B00150	BEALES GOODYEAR TIRES					
		I-MC-163891	01 -5862203	REPAIRS & MAI TIRES FOR PK-30	046670	271.72
01-B00180	BEMAC SUPPLY					
		I-S1460623.001	01 -5542203	REPAIRS & MAI MISC REPAIRS & MAINT.	046674	163.25
		I-S1461259.001	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	046674	361.13
		I-S1461297.001	01 -5548316	REPAIRS & MAI MATERIALS FOR REPAIRS	046674	51.66
		I-S1461879.001	01 -5548316	REPAIRS & MAI MATERIALS FOR REPAIRS	046674	72.26
		I-S1461978.001	01 -5548316	REPAIRS & MAI MATERIALS FOR REPAIRS	046674	42.99
		I-S1462156.001	01 -5548316	REPAIRS & MAI MATERIALS FOR REPAIRS	046675	5.42
		I-S1462156.001	01 -5542203	REPAIRS & MAI MISC REPAIRS & MAINT.	046675	5.42
		I-S1462447.001	01 -5542203	REPAIRS & MAI MISC REPAIRS & MAINT.	046675	42.41
		I-S1463772.001	01 -5542203	REPAIRS & MAI MISC REPAIRS & MAINT.	046675	16.92
01-B00490	BRIGGS PRINTING					
		I-55140	01 -5321324	SWAT SNIPER BOOKS (SWAT)	046678	170.50
		I-55241	01 -5652317	ADVERTISING & BUS CARDS FOR JIM ROBERTS	046678	42.50
01-B00570	BUCK WILSON BODY SHOP I					
		I-1465	01 -5215323	DAMAGES REPAIR TO 88 FORD PU	046679	608.23
01-B00650	BWI TEXARKANA, INC.					
		I-09381408	01 -5542202	OPERATING SUP SHADE COVER FOR GREENHOUS	046680	91.85
01-C00046	C D W GOVERNMENT, INC					
		I-PJD4202	01 -5225401	COMPUTER TECH 19" PRIVACY SCREENS	046681	148.22
01-C00275	CECIL E. WADE					
		I-08-24889	01 -5542308	CONTRACTED SE MONTHLY CONTRACT-MOWING	046682	425.00
01-C00463	CITY MANAGERS ASSOCIATI					

PACKET: 04415 CLAIMS FOR 7/14/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00463	CITY MANAGERS ASSOCIATI					
			continued			
		I-08-25243	01 -5210331	EMPLOYEE TRAV CMAO CONF	046683	100.00
01-C00840	CRAWFORD & ASSOCIATES					
		I-4296	01 -5211308	CONTRACTED SE CONSULTING - BUDGET ASSIS	046684	2,625.00
		I-4296	01 -5211308	CONTRACTED SE CONSULT - FINANCIAL STATE	046684	4,492.50
		I-4296	01 -5211308	CONTRACTED SE CONSULTING SERV-EXPENSES	046684	19.25
01-D00006	D & D ELEVATOR INC					
		I-11311	01 -5548316	REPAIRS & MAI FIX BROKEN ELEVATOR	046686	1,803.75
01-D00330	DEPT. OF PUBLIC SAFETY					
		I-02-2920662	01 -5321308	CONTRACTED SE TELETYPE RENTALS	046711	350.00
01-D00520	DOERNER, SAUNDERS,					
		I-137319	01 -5214302	CONSULTANTS GENERAL EMP MATTERS	046712	7,264.14
01-D00540	DOLESE BROTHERS					
		I-56553	01 -5542316	REPAIRS & MAI ROCK TO PUT AROUND DOCK	046713	107.01
		I-8-00718-09	01 -5865218	STREET REPAIR CONCRETE FOR STREET REPAI	046713	907.25
		I-8-00719-09	01 -5865218	STREET REPAIR CONCRETE FOR STREET REPAI	046713	525.25
		I-8-00762-09	01 -5865218	STREET REPAIR CONCRETE FOR STREET REPAI	046713	279.65
		I-8-00784-09	01 -5865218	STREET REPAIR CONCRETE FOR STREET REPAI	046713	428.50
		I-8-00791-09	01 -5865218	STREET REPAIR CONCRETE FOR STREET REPAI	046713	976.50
		I-8-00816-09	01 -5865218	STREET REPAIR CONCRETE FOR STREET REPAI	046713	778.95
		I-8-00832-09	01 -5865218	STREET REPAIR CONCRETE FOR STREET REPAI	046713	1,911.00
		I-8-00851-09	01 -5865218	STREET REPAIR CONCRETE FOR STREET REPAI	046713	216.00
		I-8-00852-09	01 -5865218	STREET REPAIR CONCRETE FOR STREET REPAI	046713	1,817.56
		I-8-00876-09	01 -5865218	STREET REPAIR CONCRETE FOR STREET REPAI	046713	1,514.63
01-F00015	FLEETCOR TECHNOLOGIES					
		I-NP18527344	01 -5862205	PETROLEUM PRO MAY FUEL FOR GEN	046715	12,797.94
01-F00310	FRONTIER INTNL. TRUCKS					
		I-769345	01 -5862203	REPAIRS & MAI REPAIR S-27 GASKET	046718	1,795.98
01-G00055	G.FARNEY & ASSOCIATES,					
		I-21342	01 -5542202	OPERATING SUP PROBES FOR WADING POOL	046719	1,300.00
		I-21342A	01 -5543202	OPERATING SUP PROBE - WADING POOL PUMP	046719	158.48
01-G00130	GALL'S INC./DYNA MED					
		I-5977676301017	01 -5431207	CLOTHING ALLO UNIFORMS	046720	29.48
		I-5977676601010	01 -5431207	CLOTHING ALLO UNIFORMS	046720	252.46
		I-5977677601027	01 -5431207	CLOTHING ALLO UNIFORMS	046720	314.70
		I-5977679301014	01 -5431207	CLOTHING ALLO UNIFORMS	046720	15.48
		I-5978427701018	01 -5431207	CLOTHING ALLO UNIFORMS	046720	166.08
		I-5978428600011	01 -5431207	CLOTHING ALLO UNIFORMS	046720	129.12
		I-5978430100018	01 -5431207	CLOTHING ALLO UNIFORMS	046720	52.08
		I-5978430300022	01 -5431207	CLOTHING ALLO UNIFORMS	046720	251.82

PACKET: 04415 CLAIMS FOR 7/14/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-G00130	GALL'S INC./DYNA MED			continued		
		I-5978433801018	01 -5431207	CLOTHING ALLO UNIFORMS	046720	54.49
		I-5979527900013	01 -5431207	CLOTHING ALLO UNIFORMS	046720	391.81
		I-5979530400019	01 -5431207	CLOTHING ALLO UNIFORMS	046720	210.36
		I-5983716901014	01 -5431207	CLOTHING ALLO UNIFORMS	046720	70.62
		I-5983719001028	01 -5431207	CLOTHING ALLO UNIFORMS	046720	141.64
		I-5983867301014	01 -5431207	CLOTHING ALLO UNIFORMS	046720	15.98
		I-59870334-0002	01 -5321207	CLOTHING ALLO HOLSTER MAGAZINE CARRIER	046721	88.50
01-G00490	GRISSOM IMPLEMENT INC					
		I-15305	01 -5542204	SMALL TOOLS ITEMS FOR MOWER REPAIR	046722	296.82
		I-89905	01 -5542203	REPAIRS & MAI PARTS FOR TRACTOR REPAIR	046722	36.74
01-H00049	HALSEN PRODUCTS CO.					
		I-0102434-IN	01 -5863203	REPAIR & MAIN 28" TRAFFIC CONES	046723	1,250.00
01-H00075	HARRIS CONSTRUCTION SER					
		I-613919	01 -5865218	STREET REPAIR FREIGHT ON CR & SCREENING	046724	6,346.04
01-I00061	IKON OFFICE SOLUTIONS,					
		I-5011688888	01 -5321308	CONTRACTED SE COPIER BASE CHG/METER REA	046726	16.29
		I-5011688888	01 -5321308	CONTRACTED SE COPIER BASE CHG/METER REA	046726	74.43
01-I00110	IMPRESS OFFICE SUPPLY					
		I-028237	01 -5431202	OPERATING SUP OFFICE SUPPLIES	046727	5.99
		I-028401	01 -5321202	OPERATING SUP SUPPLIES	046727	14.35
		I-028411	01 -5211202	OPERATING SUP OFFICE SUPPLIES	046727	50.90
		I-028419	01 -5321202	OPERATING SUP SUPPLIES	046727	1.80
		I-028442	01 -5431202	OPERATING SUP OFFICE SUPPLIES	046727	193.92
		I-028450	01 -5321202	OPERATING SUP SUPPLIES	046727	7.26
		I-028453	01 -5321202	OPERATING SUP SUPPLIES	046727	20.99
		I-028460	01 -5211202	OPERATING SUP OFFICE SUPPLIES	046727	7.89
01-I00120	INCODE					
		I-78885	01 -5225349	INCODE SOFTWA NETWORK SUPPORT	046728	200.00
01-I00140	INDIAN NATION WHOLESALE					
		I-4924174A	01 -5543206	CHEMICALS MAINTENANCE SUPPLIES	046729	950.00
		I-4924633	01 -5542202	OPERATING SUP CONCESSION SUPPLIES	046729	950.00
		I-4924633A	01 -5542202	OPERATING SUP CONCESSION SUPPLIES	046729	57.10
		I-4925174	01 -5543203	REPAIRS & MAI MAINTENANCE SUPPLIES	046729	590.00
		I-4925174	01 -5543202	OPERATING SUP CONCESSION SUPPLIES	046729	75.32
01-J00110	JACKIE BRANNON CORR. CT					
		I-P163	01 -5542308	CONTRACTED SE MONTHLY CHRQ-INMATE CREW	046730	62.14
01-J00338	JOB CONSTRUCTION CO INC					
		I-025956	01 -5865218	STREET REPAIR ASPHALT FOR PATCHING STRE	046731	863.76
		I-025957	01 -5865218	STREET REPAIR ASPHALT FOR PATCHING STRE	046731	393.45

PACKET: 04415 CLAIMS FOR 7/14/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-J00338	JOB CONSTRUCTION CO INC					
						continued
		I-025958	01 -5865218	STREET REPAIR PATCHING MATERIALS	046731	557.39
		I-025959	01 -5865218	STREET REPAIR PATCHING MATERIALS	046731	650.38
		I-025961	01 -5865218	STREET REPAIR ASPHALT FOR PATCHING STRE	046731	333.25
		I-025962	01 -5865218	STREET REPAIR ASPHALT FOR PATCHING STRE	046731	878.28
		I-025963	01 -5865218	STREET REPAIR PATCHING MATERIALS	046731	764.33
		I-025964	01 -5865218	STREET REPAIR PATCHING MATERIALS	046731	737.45
		I-025965	01 -5865218	STREET REPAIR PATCHING MATERIALS	046731	746.59
		I-025966	01 -5865218	STREET REPAIR ASPHALT FOR PATCHING STRE	046731	393.45
		I-025967	01 -5865218	STREET REPAIR ASPHALT FOR PATCHING STRE	046731	707.89
		I-025968	01 -5865218	STREET REPAIR ASPHALT FOR PATCHING STRE	046731	328.41
01-J00435	JORDAN CARRIS AGENCY					
		I-08-25174	01 -5321202	OPERATING SUP NOTARY BOND - DISPATCH	046732	30.00
01-K00003	K-LOG INC.					
		I-184759	01 -5321202	OPERATING SUP 2 DRAWER FILE CABINET	046733	652.00
01-L00339	LINCOLN EQUIPMENT, INC					
		I-S1117562	01 -5543202	OPERATING SUP ROPE FLOATS FOR BIG POOLS	046735	73.20
01-L00380	LOCKE SUPPLY CO.					
		I-10533265-00	01 -5548203	REPAIRS & MAI SUPPLIES FOR MAINTENANCE	046736	52.76
		I-10561568-00	01 -5548203	REPAIRS & MAI SUPPLIES FOR MAINTENANCE	046736	5.84
		I-10561610-00	01 -5548203	REPAIRS & MAI SUPPLIES FOR MAINTENANCE	046736	72.02
		I-10603227-00	01 -5542316	REPAIRS & MAI MISC REPAIRS & MAINT.	046736	26.90
		I-10627448-00	01 -5548203	REPAIRS & MAI SUPPLIES FOR MAINTENANCE	046736	13.08
		I-10654639-00	01 -5548203	REPAIRS & MAI SUPPLIES FOR MAINTENANCE	046736	44.50
		I-10659476-00	01 -5542316	REPAIRS & MAI MISC REPAIRS & MAINT.	046736	47.03
		I-10668138-00	01 -5542316	REPAIRS & MAI MISC REPAIRS & MAINT.	046736	4.87
		I-10697250-00	01 -5548203	REPAIRS & MAI SUPPLIES FOR MAINTENANCE	046736	16.24
		I-10716668-00	01 -5548316	REPAIRS & MAI COOLANT & SUPPLIES	046736	294.35
		I-10719919-00	01 -5548203	REPAIRS & MAI SUPPLIES FOR MAINTENANCE	046736	8.42
01-L00428	LOWE'S CREDIT SERVICES					
		I-01569	01 -5321316	REPAIRS & MAI REMODELING SUPPLIES	046737	776.76
		I-01615	01 -5321316	REPAIRS & MAI REMODELING SUPPLIES	046737	203.94
		I-01926	01 -5321316	REPAIRS & MAI REMODELING SUPPLIES	046737	22.18
		I-02314	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	046737	31.72
		I-02850	01 -5321316	REPAIRS & MAI REMODELING SUPPLIES	046737	320.09
		I-07050	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	046737	97.44
		I-07668	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	046737	134.14
		I-11444	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	046737	164.72
		I-1544986	01 -5321316	REPAIRS & MAI REMODELING SUPPLIES	046738	47.16
01-L00429	LOVE BOTTLING CO.					
		I-49618008	01 -5542319	MISCELLANEOUS SUPPLIES FOR POOLS	046739	94.00
		I-49618008A	01 -5543202	OPERATING SUP CONCESSION POP	046739	13.10
		I-49618050	01 -5542319	MISCELLANEOUS SUPPLIES FOR POOLS	046739	306.00

PACKET: 04415 CLAIMS FOR 7/14/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

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

01-M00395	MIDWEST TROPHY					
		I-5427183	01 -5542319	MISCELLANEOUS TRAPHIES - TENNIS TOURNAM	046740	274.96
01-M00465	MILL CREEK CARPET & TIL					
		I-065129	01 -5542202	OPERATING SUP CARPET-WOMEN EXCERCIZE RM	046741	1,755.85
01-M00480	MILLER GLASS					
		I-8578	01 -5215480	CONTINGENCY/A MISC SUPPLIES	046742	629.00
		I-8715	01 -5321316	REPAIRS & MAI REMOVE EXISTING STORE FRO	046742	1,268.00
01-M00487	MILLER OFFICE EQUIPMENT					
		I-INV100864	01 -5431203	REPAIRS & MAI ANNUAL MAINT. CONTRACT	046743	359.75
01-M00531	MISSISSIPPI TOOL					
		I-2293900	01 -5863203	REPAIR & MAIN 16" BROOMHEADS	046744	59.55
		I-2293900	01 -5863203	REPAIR & MAIN HANDLES	046744	17.85
		I-2293900	01 -5863203	REPAIR & MAIN WAREHOUSE BROOM	046744	48.80
01-M00570	MOORE MEDICAL CORP.					
		I-95740082	01 -5431202	OPERATING SUP MEDICAL SUPPLIES	046745	395.10
		I-95746084	01 -5431202	OPERATING SUP MEDICAL SUPPLIES	046745	101.95
		I-95746088	01 -5431202	OPERATING SUP MEDICAL SUPPLIES	046745	319.31
		I-95746528	01 -5431202	OPERATING SUP MEDICAL SUPPLIES	046745	177.95
01-M00760	MWM, L.L.C.					
		I-2960	01 -5215480	CONTINGENCY/A POST FOR HC OPERATOR	046747	250.00
01-MC0098	MCAFEЕ & TAFT					
		I-298746	01 -5214302	CONSULTANTS GENERAL MATTERS	046748	651.00
01-MC0135	MC ALESTER MONUMENT CO					
		I-08-25124	01 -5215323	DAMAGES REPAIR/REPLACE MONUMENTS	046749	1,115.00
01-MC0140	MCALESTER PAINT & SUPPL					
		I-030382	01 -5543202	OPERATING SUP OPERATING SUPPLIES	046750	368.53
01-MC0206	MCALESTER WELDING SUPPL					
		I-688641	01 -5862205	PETROLEUM PRO OXYGEN & ACETYLENE	046752	183.50
		I-688717	01 -5862205	PETROLEUM PRO OXYGEN & ACETYLENE	046752	316.80
01-MC0226	MC DONALDS RESTURANT					
		I-#05	01 -5321202	OPERATING SUP PRISONER MEALS	046753	4.99
		I-#06.	01 -5321202	OPERATING SUP PRISONER MEALS	046753	8.58
		I-#16	01 -5321202	OPERATING SUP PRISONER MEALS	046753	4.29
		I-#16A	01 -5321202	OPERATING SUP PRISONER MEALS	046753	8.58
		I-#31.	01 -5321202	OPERATING SUP PRISONER MEALS	046753	9.56
		I-#32	01 -5321202	OPERATING SUP PRISONER MEALS	046753	2.89
		I-#33.	01 -5321202	OPERATING SUP PRISONER MEALS	046753	4.29
		I-#4	01 -5321202	OPERATING SUP PRISONER MEALS	046753	8.58

PACKET: 04415 CLAIMS FOR 7/14/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-MC0226	MC DONALDS RESTURANT			continued		
		I-#85	01 -5321202	OPERATING SUP PRISONER MEALS	046753	8.58
		I-#89.	01 -5321202	OPERATING SUP PRISONER MEALS	046753	8.58
01-N00173	NATIONAL TACTICAL OFFIC					
		I-08-25195/11755	01 -5321324	SWAT MEMBERSHIP RENEWAL	046754	150.00
01-N00180	NAT'L. BUSINESS FURNITU					
		I-CV712332-MAL	01 -5321202	OPERATING SUP ROTARY FILE STARTER	046755	1,549.00
		I-CV712332-MAL	01 -5321202	OPERATING SUP ROTARY FILE ADD ON	046755	1,449.00
		I-CV712332-MAL	01 -5321202	OPERATING SUP ROTARY FILE SHIPPING	046755	308.00
01-N00250	MCALESTER NEWS CAPITAL					
		I-01567542	01 -5865218	STREET REPAIR STREET CLOSING	046756	150.00
		I-01567672	01 -5542330	DUES & SUBSCR AD FOR BIDS FOR A/C	046756	36.25
		I-01567703	01 -5542202	OPERATING SUP AD FEE FOR PUBLIC NOTICE	046756	17.85
		I-02564747	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	046756	40.45
01-N00271	NIX FORD					
		I-60460	01 -5431316	REPAIRS & MAI ALTERNATOR FOR MEDIC 3	046757	187.35
01-N00312	NORTH 69 AUTO SALVAGE					
		I-01002241	01 -5862203	REPAIRS & MAI LEFT DOOR WINDOW	046758	125.00
01-000075	O'REILLY AUTO PARTS					
		I-0230-159678	01 -5431203	REPAIRS & MAI PARTS & EQUIP-NEW AMBULAN	046760	89.98
		I-0230-161075	01 -5431203	REPAIRS & MAI PARTS & EQUIP-NEW AMBULAN	046760	50.62
		I-230-156025	01 -5862203	REPAIRS & MAI STARTER FOR G-6 SHOP TRUC	046760	213.74
01-000592	ORTIVUS					
		I-INV028923	01 -5431202	OPERATING SUP MONTHLY USER FEE	046764	285.00
01-P00210	PEPSI COLA					
		I-123021	01 -5543202	OPERATING SUP CONCESSION FOR POOLS	046765	306.00
		I-140969	01 -5544202	OPERATING SUP CONCESSION FOR SBC	046765	240.00
01-P00242	PETER STASIAK					
		I-08-25159	01 -5652331	EMPLOYEE TRAV REIMB TRIP TO OKC-MILEAGE	046766	142.70
		I-08-25159	01 -5652331	EMPLOYEE TRAV REIMB TRIP TO OKC - MEALS	046766	12.94
		I-08-25159	01 -5652331	EMPLOYEE TRAV REIMB TRIP TO OKC - TOLLS	046766	3.50
01-P00250	PETTY CASH					
		I-08-25204	01 -5320202	OPERATING EXP MIRROW REATTACH	046767	7.50
		I-08-25204	01 -5321202	OPERATING SUP PUB SAFETY SYSTEMS	046767	2.82
		I-08-25204	01 -5431330	DUES & SUBSCR OSFA CONVENTION	046767	493.66
		I-08-25204	01 -5542331	EMPLOYEE TRAV FOOD HANDLING SEMINAR OKC	046767	146.85
		I-08-25204	01 -5865202	OPERATING SUP ICE MONEY FOR MAINT.	046767	10.00
		I-08-25205	01 -5321331	EMPLOYEE TRAV TRANSPORT PRISONER TO NOR	046767	25.73
		I-08-25205	01 -5321331	EMPLOYEE TRAV POSTAGE - MAIL BLOOD KIT	046767	2.41

PACKET: 04415 CLAIMS FOR 7/14/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

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

01-P00250	PETTY CASH			continued		
		I-08-25205	01 -5431202	OPERATING SUP POSTAGE TO RETURN UNIFORM	046767	15.35
		I-08-25205	01 -5543203	REPAIRS & MAI PAINT SUPPLIES FOR POOLS	046767	12.37
		I-08-25205	01 -5653331	EMPLOYEE TRAV 2009 SAFTY CONFERENCE	046767	31.56
		I-08-25205	01 -5862203	REPAIRS & MAI MAIL TO WASTE RESEARCH	046767	38.41
		I-08-25206	01 -5321316	REPAIRS & MAI LIGHTS, CORDS - DISPATCH	046767	32.90
		I-08-25206	01 -5321331	EMPLOYEE TRAV OPERATION FALCON TOLL GAT	046767	5.50
		I-08-25206	01 -5431203	REPAIRS & MAI OIL CHANGE - SUPPORT ONE	046767	9.38
		I-08-25206	01 -5431330	DUES & SUBSCR OSFA 2009 CONF.	046767	427.76
		I-08-25206	01 -5543206	CHEMICALS POOL SUPPLIES	046767	31.98
		I-08-25206	01 -5862203	REPAIRS & MAI MEAL - TURCK TO MUSKOGEE	046767	10.84
		I-08-25277	01 -5431203	REPAIRS & MAI POSTAGE - EQUIP REPAIR	046767	10.05
		I-08-25277	01 -5543202	OPERATING SUP ICE FOR MULLENS POOL	046767	11.06
		I-08-25277	01 -5543202	OPERATING SUP PARKS - ICE FOR JUGS	046767	9.07
		I-08-25277	01 -5865202	OPERATING SUP ICE FOR STREET CREWS	046767	20.00
01-S00180	OK SECRETARY OF STATE-N					
		I-08-25175	01 -5321202	OPERATING SUP NEW NOTARY COMMISSION	046770	25.00
		I-08-25176	01 -5321202	OPERATING SUP FILING NOTARY - DISPATCH	046771	10.00
01-S00255	SHERMAN TRUCKING					
		I-6608	01 -5542203	REPAIRS & MAI FILL SAND - HUNTER PARK	046772	225.00
01-S00290	SHERWIN WILLIAMS					
		I-9018-9	01 -5544203	REPAIRS & MAI FOUL LINE PAINT	046773	71.45
01-S00350	SIGNS BY JADE					
		I-08-25149	01 -5431203	REPAIRS & MAI LETTERING FOR NEW AMBULAN	046774	550.00
01-S00510	SOUTHERN SUPPLY & EQUIP					
		I-47823	01 -5862203	REPAIRS & MAI BLANKET PO FOR SMALL	046776	16.35
		I-47827	01 -5542202	OPERATING SUP OPERATING SUPPLIES	046776	205.20
		I-47906	01 -5542202	OPERATING SUP OPERATING SUPPLIES	046776	50.40
		I-48169	01 -5862203	REPAIRS & MAI BLANKET PO FOR SMALL	046776	22.37
01-S00726	STAPLES BUSINESS ADVANT					
		I-08732	01 -5213202	OPERATING SUP OFFICE SUPPLIES	046779	94.72
		I-11168	01 -5321202	OPERATING SUP MISC SUPPLIES	046779	151.53
		I-3119352492	01 -5213202	OPERATING SUP OFFICE SUPPLIES	046779	399.96
		I-3120579970	01 -5652317	ADVERTISING & DRY ERASE BOARD & MARKERS	046779	147.04
		I-3120579971	01 -5652317	ADVERTISING & DRY ERASE BOARD & MARKERS	046779	349.64
		I-3120808701	01 -5225202	OPERATING SUP HARDWARE & SOFTWARE SUPPL	046779	48.26
		I-43477	01 -5213202	OPERATING SUP OFFICE SUPPLIES	046779	2.38
		I-4441	01 -5213202	OPERATING SUP PRINTER INK	046779	479.94
01-S00770	STATEWIDE COMMUNICATION					
		I-1561	01 -5431203	REPAIRS & MAI LIGHT & EQUIP - NEW AMBUL	046780	1,986.00
01-S00791	STEIDLEY & NEAL, P.L.L.					

PACKET: 04415 CLAIMS FOR 7/14/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-500791	STEIDLEY & NEAL, P.L.L.					
		I-10597	01 -5214302	CONSULTANTS CITY OF MCALESTER VS RAMS	046781	1,050.00
01-T00010	T. H. ROGERS LUMBER CO.					
		I-396012	01 -5542203	REPAIRS & MAI MISC REPAIRS & MAINT	046782	7.53
		I-396745	01 -5542203	REPAIRS & MAI MISC REPAIRS & MAINT	046782	78.85
		I-396749	01 -5542203	REPAIRS & MAI MISC REPAIRS & MAINT	046782	33.09
		I-396784	01 -5542203	REPAIRS & MAI MISC REPAIRS & MAINT	046782	69.50
		I-397945	01 -5542203	REPAIRS & MAI MISC REPAIRS & MAINT	046782	8.91
01-T00630	TWIN CITIES READY MIX					
		C-OPEN CREDIT	01 -5865218	STREET REPAIR CONCRETE FOR STREET CUTS	046785	167.78-
		C-OPEN CREDIT	01 -5865218	STREET REPAIR CONCRETE FOR STREET CUTS	046785	1,148.50-
		C-OPEN CREDIT	01 -5865218	STREET REPAIR CONCRETE FOR STREET CUTS	046785	427.50-
		I-30033	01 -5865218	STREET REPAIR CONCRETE FOR STREET CUTS	046785	288.00
		I-30104	01 -5865218	STREET REPAIR CONCRETE FOR STREET CUTS	046785	305.00
		I-30674	01 -5865218	STREET REPAIR CONCRETE FOR STREET CUTS	046785	1,905.00
		I-32381	01 -5865218	STREET REPAIR CONCRETE FOR STREET CUTS	046785	1,017.50
		I-32568	01 -5865218	STREET REPAIR CONCRETE FOR STREET CUTS	046785	832.50
		I-32679	01 -5865218	STREET REPAIR CONCRETE FOR STREET CUTS	046785	1,572.50
01-U00020	US CELLULAR					
		I-844517240.	01 -5225401	COMPUTER TECH REPLACE BLACKBERRY	046786	499.95
01-U00025	U S FOOD SERVICE					
		I-74357524	01 -5542202	OPERATING SUP OPEN PO CONCESSION SUPPLI	046787	811.68
01-U00119	UNITED FUEL & ENERGY					
		I-0041594	01 -5862205	PETROLEUM PRO DRUMS TRANS HYDRAULIC FLU	046790	2,230.80
01-W00040	WALMART COMMUNITY BRC					
		I-01341	01 -5653213	SAFETY SUPPLI 100 CASES GATORADE	046793	996.00
		I-01428	01 -5542202	OPERATING SUP OPERATING SUPPLIES	046793	194.00
		I-02434	01 -5542202	OPERATING SUP OPERATING SUPPLIES	046793	301.00
		I-03149	01 -5321325	FIRING RANGE SUPPLIES (FIRING RANGE)	046793	477.83
		I-05549	01 -5321202	OPERATING SUP MISC SUPPLIES	046793	91.44
		I-05698	02 -5431202	OPERATING SUP CLEANING SUPPLIES	046793	207.45
		I-09349	01 -5653213	SAFETY SUPPLI FIRST AID SUPPLIES	046793	81.27
		I-9181	01 -5431202	OPERATING SUP CLEANING SUPPLIES	046793	270.02
01-W00192	WEBCOAT PROD. MFG. BY VI					
		I-0096487-IN	01 -5542202	OPERATING SUP NEW TRASH CAN LINERS	046795	48.00
01-W00270	WHITE ELECTRICAL SUPPLY					
		I-237494	01 -5548204	SMALL TOOLS FIXTURES & MATERIALS	046797	11.51
		I-237660	01 -5548204	SMALL TOOLS FIXTURES & MATERIALS	046797	10.63
		I-238018	01 -5548204	SMALL TOOLS FIXTURES & MATERIALS	046797	52.23
		I-238101	01 -5548204	SMALL TOOLS FIXTURES & MATERIALS	046797	298.63
			FUND 01	GENERAL FUND	TOTAL:	106,770.09

PACKET: 04415 CLAIMS FOR 7/14/09

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====							
01-A00103	ACCURATE LABS & MINING						
		I-9F03040	02	-5974304	LAB TESTING THM & HAA TESTING MONTHLY	046660	100.00
		I-9F03042	02	-5974304	LAB TESTING THM & HAA TESTING MONTHLY	046660	80.00
01-A00267	AIRGAS						
		I-106182302	02	-5973304	LAB TESTING DISTILLED WATER FOR TESTI	046663	61.52
		I-106915746	02	-5974316	REPAIRS & MAI RENTAL ON TANKS FOR GAS	046663	29.40
		I-106915748	02	-5973304	LAB TESTING DISTILLED WATER FOR TESTI	046663	65.77
		I-106954474	02	-5974316	REPAIRS & MAI RENTAL ON TANKS FOR GAS	046663	29.40
		I-106954476	02	-5973304	LAB TESTING DISTILLED WATER FOR TESTI	046663	65.77
		I-106973271	02	-5974316	REPAIRS & MAI RENTAL ON TANKS FOR GAS	046663	28.78
		I-106973273	02	-5973304	LAB TESTING DISTILLED WATER FOR TESTI	046663	63.97
01-A00570	AMERICAN SOD FARMS						
		I-3318	02	-5975202	OPERATING SUP 4 PALLETS OF SOD	046666	320.00
01-B00180	BEMAC SUPPLY						
		C-CM S1461117.001	02	-5975202	OPERATING SUP MAINTENANCE SUPPLIES	046671	24.51-
		C-CM S1461829.001	02	-5975202	OPERATING SUP MAINTENANCE SUPPLIES	046671	20.75-
		C-OPEN CREDIT	02	-5975202	OPERATING SUP MAINTENANCE SUPPLIES	046671	80.04-
		C-OPEN CREDIT	02	-5975202	OPERATING SUP MAINTENANCE SUPPLIES	046671	201.01-
		C-OPEN CREDIT	02	-5975202	OPERATING SUP MAINTENANCE SUPPLIES	046671	24.00-
		C-OPEN CREDIT	02	-5975202	OPERATING SUP MAINTENANCE SUPPLIES	046671	89.06-
		I-S1437339.001	02	-5973203	REPAIRS & MAI SUPPLIES FOR PLANTS	046671	155.70
		I-S1441662.001	02	-5973203	REPAIRS & MAI SUPPLIES FOR PLANTS	046671	212.98
		I-S1445910.003	02	-5974203	REPAIRS & MAI SUPPLIES	046671	17.50
		I-S1447783.001	02	-5973203	REPAIRS & MAI SUPPLIES FOR PLANTS	046671	10.42
		I-S1448762.001	02	-5973203	REPAIRS & MAI SUPPLIES FOR PLANTS	046671	35.69
		I-S1451334.001	02	-5975202	OPERATING SUP MAINTENANCE SUPPLIES	046671	40.54
		I-S1452225.001	02	-5975202	OPERATING SUP MAINTENANCE SUPPLIES	046671	8.64
		I-S1452273.001	02	-5975202	OPERATING SUP MAINTENANCE SUPPLIES	046671	14.14
		I-S1452288.001	02	-5975202	OPERATING SUP MAINTENANCE SUPPLIES	046671	132.96
		I-S1452560.001	02	-5975202	OPERATING SUP MAINTENANCE SUPPLIES	046671	27.05
		I-S1453374.001	02	-5975202	OPERATING SUP MAINTENANCE SUPPLIES	046671	8.59
		I-S1453402.001	02	-5975202	OPERATING SUP MAINTENANCE SUPPLIES	046672	0.28
		I-S1453583.001	02	-5975202	OPERATING SUP MAINTENANCE SUPPLIES	046672	7.48
		I-S1453699.001	02	-5975202	OPERATING SUP MAINTENANCE SUPPLIES	046672	42.88
		I-S1454171.001	02	-5975202	OPERATING SUP MAINTENANCE SUPPLIES	046672	46.73
		I-S1454561.001	02	-5975202	OPERATING SUP MAINTENANCE SUPPLIES	046672	15.56
		I-S1454613.001	02	-5975202	OPERATING SUP MAINTENANCE SUPPLIES	046672	47.24
		I-S1454896.001	02	-5975202	OPERATING SUP MAINTENANCE SUPPLIES	046672	22.94
		I-S1455607.001	02	-5975202	OPERATING SUP MAINTENANCE SUPPLIES	046672	9.31
		I-S1455730.001	02	-5975202	OPERATING SUP MAINTENANCE SUPPLIES	046672	13.50
		I-S1455749.001	02	-5975202	OPERATING SUP MAINTENANCE SUPPLIES	046672	25.77
		I-S1455784.001	02	-5975202	OPERATING SUP MAINTENANCE SUPPLIES	046672	8.89
		I-S1456463.001	02	-5975202	OPERATING SUP MAINTENANCE SUPPLIES	046672	3.77
		I-S1456507.001	02	-5975202	OPERATING SUP MAINTENANCE SUPPLIES	046672	47.14
		I-S1456981.001	02	-5975202	OPERATING SUP MAINTENANCE SUPPLIES	046673	53.35
		I-S1457476.001	02	-5975202	OPERATING SUP MAINTENANCE SUPPLIES	046673	52.27

PACKET: 04415 CLAIMS FOR 7/14/09

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-B00180	BEMAC SUPPLY	continued				
		I-S1457807.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	046673	28.32
		I-S1458174.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	046673	64.45
		I-S1458421.001	02 -5974203	REPAIRS & MAI SUPPLIES	046673	14.89
		I-S1458810.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	046673	235.15
		I-S1458888.001	02 -5974203	REPAIRS & MAI SUPPLIES	046673	10.14
		I-S1459062.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	046673	42.11
		I-S1459486.001	02 -5974203	REPAIRS & MAI SUPPLIES	046673	16.13
		I-S1459664.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	046673	38.14
		I-S1460466.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	046673	24.44
		I-S1460487.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	046673	20.42
		I-S1460564.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	046673	10.87
		I-S1460649.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	046674	30.05
		I-S1460779.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	046674	59.49
		I-S1461081.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	046674	107.19
		I-S1461261.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	046674	18.36
		I-S1461751.001	02 -5974203	REPAIRS & MAI SUPPLIES	046674	941.06
		I-S1461821.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	046674	270.26
		I-S1461968.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	046674	112.97
		I-S1462104.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	046674	82.16
		I-S1462155.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	046675	141.89
		I-S1462296.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	046675	9.11
		I-S1462517.001	02 -5973203	REPAIRS & MAI SUPPLIES FOR BOTH PLANTS	046675	825.00
		I-S1462555.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	046675	46.40
		I-S1463246.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	046675	25.40
		I-S1463263.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	046675	155.27
		I-S1463610.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	046675	25.58
		I-S1463785.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	046675	40.61
		I-S1464010.001	02 -5973203	REPAIRS & MAI SUPPLIES FOR BOTH PLANTS	046675	175.00
		I-S1464477.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	046675	212.24
		I-S1464722.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	046676	257.95
		I-S1465260.001	02 -5973203	REPAIRS & MAI SUPPLIES FOR PLANTS	046676	83.31
		I-S1465270.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	046676	536.62
01-B00360	BLUE BOOK (USA)					
		I-830512	02 -5975333	WATER MAIN RE RAIN SUITS, HIP BOOTS,	046677	807.03
		I-831203	02 -5975333	WATER MAIN RE RAIN SUITS, HIP BOOTS,	046677	165.90
01-B00490	BRIGGS PRINTING					
		I-55236	02 -5973203	REPAIRS & MAI BUSINESS CARDS	046678	68.50
		I-55237	02 -5973203	REPAIRS & MAI BUSINESS CARDS	046678	68.50
01-C00880	CULLIGAN WATER COND INC					
		I-JUNE 09	02 -5974316	REPAIRS & MAI WATER FOR TESTING	046685	73.09
01-D00010	D & R ELECTRIC, INC					
		I-2255	02 -5973316	REPAIRS & MAI PARTS & LABOR-CONTROL BOX	046687	650.00
01-D00322	DEPT. OF ENVIR. QUALITY					

PACKET: 04415 CLAIMS FOR 7/14/09

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-000322	DEPT. OF ENVIR. QUALITY	continued				
		I-55230480	02 -5974329	DEQ FEES WATER LICENSE FOR 09-10	046688	9.00
		I-55230480	02 -5974330	DUES & MAINT WATER LICENSE FOR 09-10	046688	37.00
		I-55230639	02 -5973329	DEQ FEES RENEWAL OF WATER LICENSE	046689	92.00
		I-55231007	02 -5975329	DEQ FEES YEARLY RENEWAL-WATER LICE	046690	138.00
		I-55231012	02 -5973329	DEQ FEES RENEWAL OF WATER LICENSE	046691	92.00
		I-55231052	02 -5973329	DEQ FEES RENEWAL OF WATER LICENSE	046692	92.00
		I-55231194	02 -5975329	DEQ FEES YEARLY RENEWAL-WATER LICE	046693	92.00
		I-55231992	02 -5973329	DEQ FEES RENEWAL OF WATER LICENSE	046694	92.00
		I-55232460	02 -5974329	DEQ FEES WATER LICENSE FOR 09-10	046695	138.00
		I-55232993	02 -5973329	DEQ FEES RENEWAL OF WATER LICENSE	046696	92.00
		I-55233061	02 -5974329	DEQ FEES WATER LICENSE FOR 09-10	046697	92.00
		I-55233560	02 -5973329	DEQ FEES RENEWAL OF WATER LICENSE	046698	138.00
		I-55233930	02 -5975329	DEQ FEES YEARLY RENEWAL-WATER LICE	046699	46.00
		I-55234611	02 -5973329	DEQ FEES RENEWAL OF WATER LICENSE	046700	92.00
		I-55234867	02 -5974330	DUES & MAINT WATER LICENSE FOR 09-10	046701	138.00
		I-55235362	02 -5974329	DEQ FEES WATER LICENSE FOR 09-10	046702	46.00
		I-55235674	02 -5975329	DEQ FEES YEARLY RENEWAL-WATER LICE	046703	46.00
		I-55235675	02 -5974330	DUES & MAINT WATER LICENSE FOR 09-10	046704	92.00
		I-55236233	02 -5975329	DEQ FEES YEARLY RENEWAL-WATER LICE	046705	46.00
		I-55236479	02 -5973329	DEQ FEES RENEWAL OF WATER LICENSE	046706	92.00
		I-55236773	02 -5973329	DEQ FEES RENEWAL OF WATER LICENSE	046707	92.00
		I-55236985	02 -5973329	DEQ FEES RENEWAL OF WATER LICENSE	046708	92.00
		I-55237158	02 -5973329	DEQ FEES RENEWAL OF WATER LICENSE	046709	46.00
		I-55237311	02 -5975329	DEQ FEES YEARLY RENEWAL-WATER LICE	046710	46.00
01-E00265	ERMI ENVIRONMENTAL LABS					
		I-0903081	02 -5973203	REPAIRS & MAI LAB TESTING	046714	189.47
		I-0903082	02 -5973203	REPAIRS & MAI LAB TESTING	046714	135.00
		I-0903440	02 -5973203	REPAIRS & MAI LAB TESTING	046714	135.00
		I-0903456	02 -5973203	REPAIRS & MAI LAB TESTING	046714	189.47
01-F00015	FLEETCOR TECHNOLOGIES					
		I-NP18527345	02 -5862205	PETROLEUM PRO MAY FUEL FOR MPWA	046715	6,430.55
01-F00040	FEDERAL EXPRESS CORP.					
		I-9-232-90543	02 -5864202	OPERATING SUP INFORMATION-LANDFILL CELL	046717	31.46
		I-9-232-90543A	02 -5864202	OPERATING SUP INFORMATION-LANDFILL CELL	046717	24.59
01-I00040	I C M, INC.					
		I-359443	02 -5975334	SEWER MAIN RE 500 FT HOSES FOR FLUSH TR	046725	3,198.00
01-I00110	IMPRESS OFFICE SUPPLY					
		I-028319	02 -5974203	REPAIRS & MAI 2 PUBLIC NOTICES COPIED	046727	435.63
01-I00140	INDIAN NATION WHOLESAL					
		I-4929379	02 -5864202	OPERATING SUP TRASH BAGS/LITTER @ LANDF	046729	283.50
01-K00190	KEYSTONE EQUIPMENT CO.					

PACKET: 04415 CLAIMS FOR 7/14/09

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-K00190	KEYSTONE EQUIPMENT CO.		continued			
		I-39701	02 -5862203	REPAIRS & MAI CABLE FOR 410G BACKHOE	046734	270.98
01-L00429	LOVE BOTTLING CO.					
		I-81003325	02 -5973316	REPAIRS & MAI DISTILLED WATER FOR TESTI	046739	13.50
		I-81601891	02 -5973316	REPAIRS & MAI DISTILLED WATER FOR TESTI	046739	27.00
		I-81602128	02 -5973316	REPAIRS & MAI DISTILLED WATER FOR TESTI	046739	13.50
		I-81602584	02 -5973316	REPAIRS & MAI DISTILLED WATER FOR TESTI	046739	27.00
01-M00585	MOSMAN SCALE CO INC					
		I-31985	02 -5864203	REPAIRS & MAI LOOK AT SCALES AT LANDFIL	046746	1,000.00
		I-31985.	02 -5864203	REPAIRS & MAI TEST SCALE - AMOUNT LEFT	046746	265.20
01-N00250	MCALESTER NEWS CAPITAL					
		I-01567856	02 -5864203	REPAIRS & MAI PUBLIC NOTICE SUMMER HRS	046756	36.00
01-000070	OGIELA MOWER SHOP					
		I-00104821	02 -5862203	REPAIRS & MAI PARTS FOR CEMENT MIXER	046759	882.53
01-000530	OML-OK MUNICIPAL LEAGUE					
		I-030932	02 -5974317	ADVERTISING & EMP AD-WTP SUPERINTENDENT	046762	10.00
01-P00250	PETTY CASH					
		I-08-25205	02 -5216202	OPERATING SUP FLASHLIGHT BULBS	046767	42.96
		I-08-25205	02 -5216202	OPERATING SUP BUG SPRAY - METER READERS	046767	45.75
		I-08-25205	02 -5862203	REPAIRS & MAI MEALS-MUSKOGEE-TRASH TRUC	046767	36.90
		I-08-25206	02 -5216202	OPERATING SUP CAR WASH MONEY	046767	5.00
		I-08-25277	02 -5871331	EMPLOYEE TRAV NATL STORMWATER CONF	046767	171.84
01-R00022	RTC					
		I-SQ-31097	02 -5974304	LAB TESTING LAB TESTING	046768	44.00
01-R00390	RI-TECH IND. PRODUCTS					
		I-0059173-IN	02 -5975209	UTILITY MAINT ARM BANDS FOR BUGS	046769	144.00
01-S00351	SIGNATURE SCIENCE					
		I-24000961-13	02 -5974304	LAB TESTING CYTOSPORIDIUM TEST	046775	543.00
		I-24000961-14	02 -5974304	LAB TESTING CYTOSPORIDIUM TEST	046775	543.00
01-S00530	SOUTHWEST CHEMICAL SERV					
		I-86125	02 -5974206	CHEMICALS CAUSTIC SODA	046777	7,996.00
		I-86192	02 -5974206	CHEMICALS 2 TOTES CARUSOL	046777	6,000.00
		I-86217	02 -5974206	CHEMICALS CAUSTIC	046777	7,136.60
		I-86221	02 -5974206	CHEMICALS 2 TOTES POLYMER	046777	4,944.00
01-S00710	STANDARD MACHINE LLC					
		I-208352	02 -5862203	REPAIRS & MAI METAL, PARTS FOR ALL DEPT	046778	381.62
		I-208389	02 -5862203	REPAIRS & MAI METRIC TUBE, YOKE, U-JOIN	046778	342.90
		I-208632	02 -5862203	REPAIRS & MAI METAL FOR METER & MANHOLE	046778	425.50

PACKET: 04415 CLAIMS FOR 7/14/09

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-S00710	STANDARD MACHINE LLC		continued			
		I-208673	02 -5862203	REPAIRS & MAI METAL, PARTS FOR ALL DEPT	046778	82.69
01-S00726	STAPLES BUSINESS ADVANT					
		I-10284	02 -5975202	OPERATING SUP INK & SUPPLIES	046779	27.45
		I-3119352491	02 -5975202	OPERATING SUP INK & SUPPLIES	046779	50.08
		I-3120579973	02 -5975202	OPERATING SUP INK & SUPPLIES	046779	114.78
		I-7053342471	02 -5871202	OPERATING SUP OFFICE SUPPLIES	046779	121.98
		I-87563	02 -5975202	OPERATING SUP INK & SUPPLIES	046779	103.62
01-T00473	TONY'S REFRIGERATION, I					
		I-132	02 -5974203	REPAIRS & MAI INSTALL LIGHT AT KFC LIFT	046783	783.52
01-T00605	TULSA CITY-COUNTY					
		I-9726	02 -5974304	LAB TESTING COLIFORM TESTING MONTHLY	046784	484.00
		I-9984	02 -5974304	LAB TESTING COLIFORM TESTING MONTHLY	046784	440.00
01-U00053	UTILITY SUPPLY					
		I-038591	02 -5975316	REPAIRS & MAI MAINT SUPPLIES	046788	115.06
		I-039301	02 -5975316	REPAIRS & MAI MAINT SUPPLIES	046788	75.96
		I-039469	02 -5975316	REPAIRS & MAI MAINT SUPPLIES	046788	40.38
		I-039548	02 -5975316	REPAIRS & MAI MAINT SUPPLIES	046788	58.74
		I-039873	02 -5975334	SEWER MAIN RE SUPPLIES FOR WATER BREAK	046788	184.36
		I-040159	02 -5975204	SMALL TOOLS PIPE SAW	046788	1,124.99
		I-040159	02 -5975204	SMALL TOOLS TOOL PACKS	046788	225.00
		I-040160	02 -5975333	WATER MAIN RE MANHOLE RING & LIDS (10)	046788	1,550.00
		I-040162	02 -5975316	REPAIRS & MAI MAINT SUPPLIES	046788	538.17
		I-040163	02 -5975316	REPAIRS & MAI MAINT SUPPLIES	046788	663.77
		I-040164	02 -5975334	SEWER MAIN RE SEWER LINE REPAIR PARTS	046788	3,598.48
01-U00126	UNITED LAB.					
		I-17551	02 -5862205	PETROLEUM PRO NUTCRACKER, GREASE,	046791	1,351.20
01-U00128	UNITED PACKAGING & SHIP					
		C-CREDIT FROM OVERPA	02 -5973304	LAB TESTING MAIL LAB SAMPLES	046792	28.38-
		I-70327	02 -5974304	LAB TESTING MAIL LAB SAMPLES	046792	56.06
		I-72547	02 -5973304	LAB TESTING MAIL LAB SAMPLES	046792	42.31
		I-72957	02 -5973304	LAB TESTING MAIL LAB SAMPLES	046792	43.10
		I-73401	02 -5974304	LAB TESTING SHIP SAMPLES	046792	254.61
		I-73461	02 -5973304	LAB TESTING MAIL LAB SAMPLES	046792	44.46
01-W00130	WATER PRODUCTS					
		I-0761033-IN	02 -5975332	LAND IMPROVEM 12" FULL CIRCLE CLAMPS	046794	811.26
		I-0762410-IN	02 -5975333	WATER MAIN RE WATER REPAIR SUPPLIES	046794	2,672.60
		I-0762414-IN	02 -5975316	REPAIRS & MAI PVC PIPE, GATE VALVES,	046794	2,337.00
01-W00270	WHITE ELECTRICAL SUPPLY					
		I-234937	02 -5973203	REPAIRS & MAI SUPPLIES FOR BOTH PLANTS	046797	244.86
		I-237750	02 -5973203	REPAIRS & MAI SUPPLIES FOR BOTH PLANTS	046797	149.76

PACKET: 04415 CLAIMS FOR 7/14/09

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-W00299	WILKINS ENVIRONMENTAL					
		I-1873	02 -5973304	LAB TESTING TOXICITY TESTING	046798	1,422.50
		I-1874	02 -5973304	LAB TESTING TOXICITY TESTING	046798	1,422.50
			FUND	02 MPWA	TOTAL:	73,546.88

PACKET: 04415 CLAIMS FOR 7/14/09

VENDOR SET: 01

FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-A00200	ADAMS TRUE VALUE					
		I-135685	03 -5876208	LAND MAINTENA CHEMICALS & SUPPLIES	046662	1,485.26
01-G00490	GRISSOM IMPLEMENT INC					
		I-88764	03 -5876203	REPAIRS & MAI OIL LINE ON MOWER	046722	36.50
01-W00269	WHITES TRACTORS					
		I-397772	03 -5876203	REPAIRS & MAI TRACTOR PARTS	046796	16.00
		I-547799	03 -5876203	REPAIRS & MAI TRACTOR PARTS	046796	28.00
			FUND 03	AIRPORT AUTHORITY	TOTAL:	1,565.76

PACKET: 04415 CLAIMS FOR 7/14/09

VENDOR SET: 01

FUND : 08 NUTRITION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-A00435	ALWAYS WELDING					
		I-08-25203	08 -5549202	OPERATING SUP BUILD BACK-SPLASH - KITCH	046664	420.00
11-000273	OKLA. DEPT. OF HEALTH					
		I-08-25233	08 -5549202	OPERATING SUP APPLICATION FOR FOOD LIC	046761	100.00
			FUND 08 NUTRITION		TOTAL:	520.00

PACKET: 04415 CLAIMS FOR 7/14/09

VENDOR SET: 01

FUND : 28 SE EXPO CTR/TOURISM FUND

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
11-J00110	JACKIE BRANNON CORR. CT	I-F172	28	-5654308	CONTRACT SERV INMATE LABOR - MAY 2009	046730	174.56
11-MC0155	MCALESTER RADIO	I-08-25069	28	-5654348	FESTIVAL AD FOR STARS & STRIPES	046751	950.00
11-000589	ORIENTAL TRADING CO.	I-632184055-01	28	-5654348	FESTIVAL STARS/STRIPES FUNF. ITEMS	046763	89.95
11-P00250	PETTY CASH	I-08-25205	28	-5654331	TRAVEL & TRAI KIAMICHI CO. BD MEETING	046767	66.10
		I-08-25277	28	-5654331	TRAVEL & TRAI TOURISM - KIOWA BRD MEETI	046767	62.15
11-U00100	UNIFIRST HOLDINGS, L.P.	I-824 0592477	28	-5654203	REPAIR & MAIN MONTHLY SERV FEE-JUNE 09	046789	50.00
				FUND 28	SE EXPO CTR/TOURISM FUND TOTAL:		1,392.76

PACKET: 04415 CLAIMS FOR 7/14/09

VENDOR SET: 01

FUND : 29 E-911

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

01-F00038	FED EX					
		I-9-232-90543	29 -5324202	OPERATING SUP MAILED PKG: 911 CTR	046716	31.46
01-L00428	LOWE'S CREDIT SERVICES					
		I-01568	29 -5324316	REPAIRS-MAINT MISC SUPPLIES (911 CTR)	046737	291.63
		I-01793	29 -5324316	REPAIRS-MAINT MISC SUPPLIES (911 CTR)	046737	58.61
		I-09566	29 -5324316	REPAIRS-MAINT MISC SUPPLIES (911 CTR)	046737	137.33
		I-09759	29 -5324316	REPAIRS-MAINT MISC SUPPLIES (911 CTR)	046737	17.89
		I-09888	29 -5324316	REPAIRS-MAINT MISC SUPPLIES (911 CTR)	046737	6.97
		I-1544985	29 -5324316	REPAIRS-MAINT MISC SUPPLIES (911 CTR)	046737	155.12
01-M00480	MILLER GLASS					
		I-8615	29 -5324316	REPAIRS-MAINT INSTALL 2 ALUM DOORS	046742	1,550.00
01-P00250	PETTY CASH					
		I-08-25205	29 -5324331	EMPLOYEE TRAV TRAVEL 911 EQUIP	046767	25.75
		I-08-25206	29 -5324316	REPAIRS-MAINT NAILS FOR DISPATCH	046767	8.99
		I-08-25206	29 -5324316	REPAIRS-MAINT SHEETROCK KNIFE	046767	14.14
		I-08-25206	29 -5324316	REPAIRS-MAINT MEALS - PRISONERS	046767	20.69
		I-08-25277	29 -5324202	OPERATING SUP FOOD - INMATES	046767	19.61
01-W00040	WALMART COMMUNITY BRC					
		I-02411	29 -5324316	REPAIRS-MAINT SANYO 32" LCD HDTV (911)	046793	796.00
			FUND 29 E-911		TOTAL:	3,134.19
				REPORT GRAND TOTAL:		186,929.68

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2008-2009	01 -5210331	EMPLOYEE TRAVEL & TRAININ	100.00	1,944	53.75		
	01 -5211202	OPERATING SUPPLIES	58.79	8,150	73.61		
	01 -5211308	CONTRACTED SERVICES	7,136.75	38,675	4,421.79		
	01 -5212317	ADVERTISING & PRINTING	40.45	4,720	270.38		
	01 -5213202	OPERATING SUPPLIES	977.00	7,000	2,535.02		
	01 -5213337	COLLECTION SERVICES	487.56	9,107	3,600.36		
	01 -5214302	CONSULTANTS	8,965.14	119,965	15,770.25		
	01 -5215323	DAMAGES	1,723.23	86,560	0.60		
	01 -5215480	CONTINGENCY/ADA COMPLIANCE	879.00	46,445	456.77		
	01 -5225202	OPERATING SUPPLIES	48.26	4,000	655.32		
	01 -5225349	INCODE SOFTWARE MAINTENANC	200.00	27,400	1,721.00		
	01 -5225401	COMPUTER TECHNOLOGY	648.17	39,500	12,728.54		
	01 -5320202	OPERATING EXPENSE	7.50	8,500	440.13		
	01 -5321202	OPERATING SUPPLIES	5,017.11	18,500	2,405.37		
	01 -5321207	CLOTHING ALLOWANCE	88.50	28,440	61.87		
	01 -5321308	CONTRACTED SERVICES	440.72	19,433	4,476.67		
	01 -5321316	REPAIRS & MAINTENANCE	2,671.03	10,000	1,154.98		
	01 -5321324	SWAT	320.50	10,000	3,836.86		
	01 -5321325	FIRING RANGE	477.83	9,000	3,184.37		
	01 -5321331	EMPLOYEE TRAVEL & TRAININ	33.64	7,500	997.52		
	01 -5431202	OPERATING SUPPLIES	2,436.78	31,000	312.55		
	01 -5431203	REPAIRS & MAINT SUPPLIES	3,055.78	12,527	4.63		
	01 -5431207	CLOTHING ALLOWANCE	2,096.12	16,125	946.85		
	01 -5431316	REPAIRS & MAINTENANCE	340.49	16,000	5.49		
	01 -5431330	DUES & SUBSCRIPTIONS	921.42	10,036	505.20		
	01 -5542202	OPERATING SUPPLIES	7,067.80	56,900	1,411.10		
	01 -5542203	REPAIRS & MAINT SUPPLIES	728.06	26,000	1,033.32		
	01 -5542204	SMALL TOOLS	296.82	3,000	441.12		
	01 -5542308	CONTRACTED SERVICES	487.14	25,000	272.85		
	01 -5542316	REPAIRS & MAINTENANCE	185.81	20,000	268.22		
	01 -5542319	MISCELLANEOUS	1,174.96	16,016	196.01		
	01 -5542330	DUES & SUBSCRIPTIONS	36.25	600	12.80		
	01 -5542331	EMPLOYEE TRAVEL & TRAININ	146.85	2,500	1,066.49		
	01 -5543202	OPERATING SUPPLIES	1,014.76	15,500	781.55		
	01 -5543203	REPAIRS & MAINT SUPPLIES	602.37	16,010	1.59		
	01 -5543206	CHEMICALS	981.98	21,596	0.34		
	01 -5544202	OPERATING SUPPLIES	240.00	8,000	46.64		
	01 -5544203	REPAIRS & MAINTENANCE SUPP	71.45	2,000	53.19		
	01 -5545203	REPAIRS & MAINT SUPPLIES	395.21	8,000	2,572.33		
	01 -5547203	REPAIRS & MAINT SUPPLIES	113.30	10,000	152.05		
	01 -5548203	REPAIRS & MAINTENANCE SUPP	384.41	45,169	126.18		
	01 -5548204	SMALL TOOLS	373.00	5,000	110.48		
	01 -5548316	REPAIRS & MAINTENANCE	2,270.43	11,592	1,051.88- Y		
	01 -5652317	ADVERTISING & PRINTING	539.18	2,851	554.09		
	01 -5652331	EMPLOYEE TRAVEL & TRAININ	159.14	2,632	0.00		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	01 -5653213	SAFETY SUPPLIES	1,077.27	7,700	1,245.37		
	01 -5653331	EMPLOYEE TRAVEL & TRAININ	31.56	974	432.44		
	01 -5862203	REPAIRS & MAINT SUPPLIES	4,744.79	205,128	209.70		
	01 -5862205	PETROLEUM PRODUCTS	15,529.04	324,471	1,135.70		
	01 -5863203	REPAIR & MAINT SUPPLIES	1,534.06	32,536	11,051.89		
	01 -5865202	OPERATING SUPPLIES	30.00	3,048	20.00-	Y	
	01 -5865218	STREET REPAIRS & MAINTENAN	27,382.68	261,500	2,129.90		
	02 -5216202	OPERATING SUPPLIES	93.71	16,385	104.03		
	02 -5862203	REPAIRS & MAINT SUPPLIES	2,423.12	243,743	15.27		
	02 -5862205	PETROLEUM PRODUCTS	7,781.75	195,256	28,667.86		
	02 -5864202	OPERATING SUPPLIES	339.55	11,636	16.50		
	02 -5864203	REPAIRS & MAINT SUPPLIES	1,301.20	36,095	34.00		
	02 -5871202	OPERATING SUPPLIES	121.98	6,075	69.43		
	02 -5871331	EMPLOYEE TRAVEL & TRAININ	171.84	1,750	32.33		
	02 -5973203	REPAIRS & MAINT SUPPLIES	2,678.66	62,425	114.33		
	02 -5973304	LAB TESTING	3,203.52	23,062	317.82		
	02 -5973316	REPAIRS & MAINTENANCE	731.00	79,400	12,412.57		
	02 -5973329	DEQ FEES	1,012.00	16,435	0.05		
	02 -5974203	REPAIRS & MAINT SUPPLIES	2,218.87	38,337	1,872.74		
	02 -5974206	CHEMICALS	26,076.60	394,359	253.37-	Y	
	02 -5974304	LAB TESTING	2,544.67	33,136	6,760.34		
	02 -5974316	REPAIRS & MAINTENANCE	160.67	35,147	90.16		
	02 -5974317	ADVERTISING & PRINTING	10.00	3,003	333.39		
	02 -5974329	DEQ FEES	285.00	7,000	0.74		
	02 -5974330	DUES & MAINTENANCE	267.00	545	0.05		
	02 -5975202	OPERATING SUPPLIES	3,401.04	34,000	119.69		
	02 -5975204	SMALL TOOLS	1,349.99	3,000	25.37		
	02 -5975209	UTILITY MAINTENANCE SUPP.	144.00	30,438	0.27		
	02 -5975316	REPAIRS & MAINTENANCE	3,829.08	15,204	35.89		
	02 -5975329	DEQ FEES	414.00	618	0.00		
	02 -5975332	LAND IMPROVEMENTS	811.26	3,100	0.74		
	02 -5975333	WATER MAIN REPAIR	5,195.53	33,000	0.50		
	02 -5975334	SEWER MAIN REPAIR	6,980.84	13,377	286.90		
	03 -5876203	REPAIRS & MAINT SUPPLIES	80.50	4,032	234.57		
	03 -5876208	LAND MAINTENANCE SUPP.	1,485.26	4,482	280.45		
	08 -5549202	OPERATING SUPPLIES	520.00	1,000	324.03		
	28 -5654203	REPAIR & MAINT SUPPLIES	50.00	17,000	314.12		
	28 -5654308	CONTRACT SERVICES	174.56	2,000	218.39		
	28 -5654331	TRAVEL & TRAINING	128.25	1,500	50.17		
	28 -5654348	FESTIVAL	1,039.95	24,000	2,666.30		
	29 -5324202	OPERATING SUPPLIES	51.07	14,827	12,414.37		
	29 -5324316	REPAIRS-MAINTENANCE	3,057.37	31,220	7,878.03		
	29 -5324331	EMPLOYEE TRAVEL & TRAININ	25.75	5,000	4,835.41		
	** 2008-2009 YEAR TOTALS **		186,929.68				

NO ERRORS

** END OF REPORT **

**CLAIMS FROM JULY 1, 2009
THRU
JULY 14, 2009**

PACKET: 04433 CLAIMS FOR 7/14/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
J1-000422	OTC - CENTRAL PROCESSIN					
		I-09-25385	01 -5215106	WORKMAN'S COM WORKERS COMP TAXES	046891	3,109.05
J1-U00130	UNITED SAFETY & CLAIMS					
		I-09-25429	01 -5215106	WORKMAN'S COM WORK COMP MEDICAL BILLS	046892	5,851.87
			FUND 01	GENERAL FUND	TOTAL:	8,960.92

PACKET: 04433 CLAIMS FOR 7/14/09

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-U00130	UNITED SAFETY & CLAIMS					
		I-09-25429	02 -5267106	WORKMAN'S COM WORK COMP MEDICAL BILLS	046892	5,851.87
			FUND	02 MPWA	TOTAL:	5,851.87
					REPORT GRAND TOTAL:	14,812.79

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		-----GROUP BUDGET-----	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2009-2010	01 -5215106	WORKMAN'S COMP	8,960.92	0	16,363.42-	Y	
	02 -5267106	WORKMAN'S COMP	5,851.87	0	5,851.87-	Y	
	** 2009-2010 YEAR TOTALS **		14,812.79				

NO ERRORS

** END OF REPORT **

**CLAIMS FROM JULY 1, 2009
THRU
JULY 14, 2009**

PACKET: 04430 CLAIMS FOR 7/14/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00172	B & C ELECTRIC CO.					
		I-337345	01 -5542316	REPAIRS & MAI ELECTRICAL REPAIRS	046854	193.00
		I-443902	01 -5542316	REPAIRS & MAI ELECTRICAL REPAIRS	046854	450.00
01-B00375	BLUE VALLEY WATER					
		I-5746	01 -5543202	OPERATING SUP WATER FOR CONCESSIONS	046855	213.50
01-B00486	BRADELY RAY INMAN					
		I-09-25319	01 -5544308	CONTRACT LABO UMPIRE FEES - 11 GAMES	046856	220.00
01-C00054	CROWN PLAZA HOTEL					
		I-09-25454	01 -5431331	EMPLOYEE TRAV GRANT WRITING SCHOOL-HOTE	046857	258.00
01-C00100	CLEET					
		I-09-25430	01 -5213336	FEES LAW ENFORCEMENT TRAINNING	046858	3,878.20
01-D00230	DEL CIELLO PLUMBING					
		I-09-25314	01 -5542316	REPAIRS & MAI LABOR - UNSTOP SEWER LINE	046860	53.00
01-E00266	ERVIN & ERVIN ATTORNEYS					
		I-09-25434	01 -5214302	CONSULTANTS JULY RETAINER	046862	2,500.00
01-F00170	FIRST NATIONAL BANK					
		I-LEASE 121 -JULY 09	01 -5865510	CAPITAL LEASE LEASE 121 ROAD GRADER	046864	3,091.82
01-G00034	GEHL'S FOODS, INC.					
		I-24878	01 -5544202	OPERATING SUP NEW CHEESE DISPENSORS	046865	200.00
01-J00326	JIM MIZE					
		I-09-25317	01 -5544308	CONTRACT LABO UMPIRE FEES - 10 GAMES	046867	200.00
01-K00102	KEDDO					
		I-09-25438	01 -5101330	DUES & SUBSCR 2009/2010 MEMBERSHIP DUES	046868	1,084.19
01-K00232	KIEFER					
		I-11538067	01 -5542203	REPAIRS & MAI ROPE FLOATS - STIPE POOL	046870	24.75
01-L00428	LOWE'S CREDIT SERVICES					
		I-01449	01 -5225202	OPERATING SUP METAL STORAGE SHELVES	046871	180.89
01-M00460	MITCHAEAL D DISTRIBUTING					
		I-1854612	01 -5542202	OPERATING SUP REPLENISH ICECREAM INVENT	046872	116.65
01-MC0050	MCALESTER CHAMBER OF					
		I-1544	01 -5101330	DUES & SUBSCR MEMBERSHIP INV.	046873	800.00
01-N00250	MCALESTER NEWS CAPITAL					
		I-01568079	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	046874	12.30
		I-01568080	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	046874	7.80

PACKET: 04430 CLAIMS FOR 7/14/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-N00250	MCALISTER NEWS CAPITAL		continued			
		I-02565197	01 -5211202	OPERATING SUP END OF YR ADVERTISING	046874	12.60
01-N00270	NIX CHEVROLET					
		I-60695	01 -5862203	REPAIRS & MAI FAN FOR POLICE CAR	046875	407.84
01-000415	OKLA STATE UNIVERSITY					
		I-09-25311	01 -5542331	EMPLOYEE TRAV PEST MGMT PROG CONF	046878	70.00
01-000595	OSBI					
		I-09-25431	01 -5213336	FEEs AFIS - JUNE	046879	2,121.44
		I-09-25431	01 -5213336	FEEs FORENSIC - JUNE	046879	2,023.50
01-P00340	PITTS. COUNTY ELEC. BOA					
		I-09-25441	01 -5101350	ELECTIONS RE-ELECTION EXPENSE	046880	6,157.40
01-P00510	PRO-KIL PEST CONTROL					
		I-51969	01 -5542316	REPAIRS & MAI MONTHLY PEST CONTROL	046881	126.00
01-R00494	PAINTER SCAPED LANDSCAP					
		I-804991	01 -5544203	REPAIRS & MAI REPAIR SPRINKLER SYSTEMS	046882	75.00
01-S00190	SECURITY SYS. & ENG. IN					
		I-25247	01 -5547203	REPAIRS & MAI REPAIR CEM SECURITY SYST	046883	214.50
01-T00056	TED ALEXANDER					
		I-09-25318	01 -5544308	CONTRACT LABO UMPIRE FEES - 7 GAMES	046884	140.00
01-T00366	TIMOTHY B MATKIN					
		I-09-25320	01 -5544308	CONTRACT LABO UMPIRE FEES - 19 GAMES	046885	380.00
01-U00130	UNITED SAFETY & CLAIMS					
		I-7484	01 -5215106	WORKMAN'S COM SERVICE FEE FOR JULY 09	046887	1,233.75
01-W00040	WALMART COMMUNITY BRC					
		I-01263	01 -5321316	REPAIRS & MAI MISC SUPPLIES	046888	218.60
			FUND 01 GENERAL FUND	TOTAL:		26,664.73

PACKET: 04430 CLAIMS FOR 7/14/09

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
11-D00322	DEPT. OF ENVIR. QUALITY					
		I-#2	02 -5864329	DEQ FEES 2ND QTR 09 ST LF DISPOSAL	046861	8,261.08
11-000275	OKLA DEPT OF COMMERCE					
		I-#8908 - JULY 09	02 -5267521	CDBG LOAN #89 CDBG - EDIF #8908	046876	1,145.83
11-W00195	WELDON PARTS INC.					
		I-316078-00	02 -5862203	REPAIRS & MAI REAR HUB FOR SW-3	046889	688.44
			FUND 02 MPWA		TOTAL:	10,095.35

PACKET: 04430 CLAIMS FOR 7/14/09

VENDOR SET: 01

FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====							
01-F00170	FIRST NATIONAL BANK						
		I-#119817 - JULY 09	03	-5876511	FNB LOAN #119 LOAN 119817 -AIRPORT AUTH	046863	2,510.00
01-T00370	TIPPIT INSURANCE						
		I-28680	03	-5876322	INSURANCE/BON 2009/2010 AIRPORT LIABILI	046886	1,285.00
				FUND	03 AIRPORT AUTHORITY	TOTAL:	3,795.00

PACKET: 04430 CLAIMS FOR 7/14/09

VENDOR SET: 01

FUND : 08 NUTRITION

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====							
01-D00213	DEBBIE COMPTON						
		I-09-25353	08	-5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	046859	150.00
		I-09-25354	08	-5549308	CONTRACT SERV REIMBURSEMENT OF MILEAGE	046859	135.85
01-G00220	KENNETH EUGENE CARR						
		I-09-25355	08	-5549308	CONTRACT SERV REIMBURSEMENT OF MILEAGE	046866	151.25
01-K00186	KENNETH BAKER						
		I-09-25352	08	-5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	046869	135.00
		I-09-25352	08	-5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	046869	60.00
		I-09-25356	08	-5549308	CONTRACT SERV REIMBURSEMENT OF MILEAGE	046869	147.40
			FUND	08	NUTRITION	TOTAL:	779.50

PACKET: 04430 CLAIMS FOR 7/14/09

VENDOR SET: 01

FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-L00428	LOWE'S CREDIT SERVICES	I-01426	29 -5324316	REPAIRS-MAINT MISC SUPPLISE - 911 CTR	046871	178.20
			FUND	29 E-911	TOTAL:	178.20

PACKET: 04430 CLAIMS FOR 7/14/09

VENDOR SET: 01

FUND : 30 ECONOMIC DEVELOPMENT

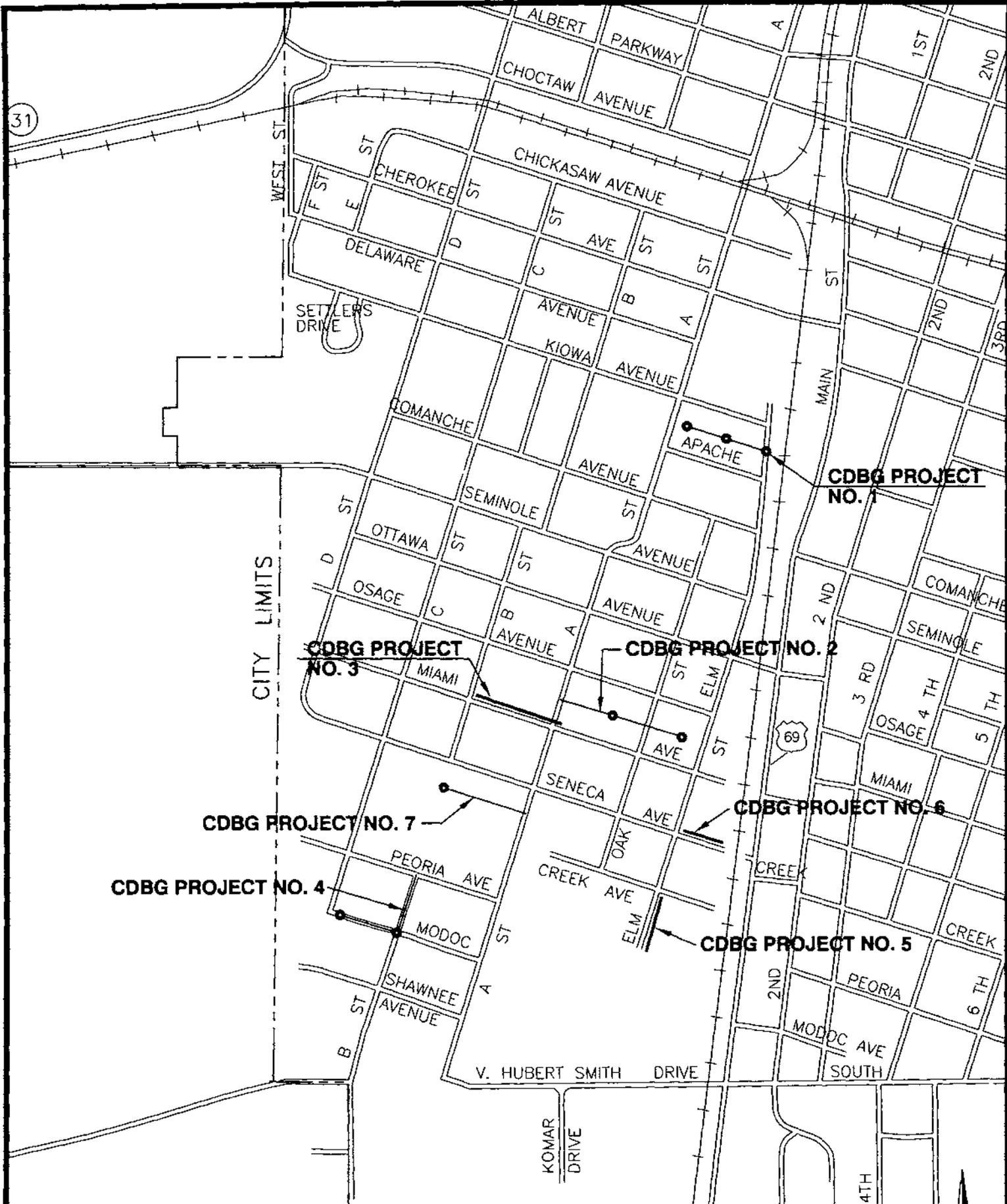
VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-000275	OKLA DEPT OF COMMERCE					
		I-JULY 09	30 -5211510	CDBG / EDIF D CDBG - EDIF CONT, #12248	046877	282.50
			FUND	30 ECONOMIC DEVELOPMENT	TOTAL:	282.50
				REPORT GRAND TOTAL:		41,795.28

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2009-2010	01 -5101330	DUES & SUBSCRIPTIONS	1,884.19	0	22,917.09-	Y	
	01 -5101350	ELECTIONS	6,157.40	0	6,157.40-	Y	
	01 -5211202	OPERATING SUPPLIES	12.60	0	1,012.60-	Y	
	01 -5212317	ADVERTISING & PRINTING	20.10	0	250.00-	Y	
	01 -5213336	FEES	8,023.14	0	8,023.14-	Y	
	01 -5214302	CONSULTANTS	2,500.00	0	4,806.25-	Y	
	01 -5215106	WORKMAN'S COMP	1,233.75	0	16,363.42-	Y	
	01 -5225202	OPERATING SUPPLIES	180.89	0	180.89-	Y	
	01 -5321316	REPAIRS & MAINTENANCE	218.60	0	800.00-	Y	
	01 -5431331	EMPLOYEE TRAVEL & TRAININ	258.00	0	1,707.00-	Y	
	01 -5542202	OPERATING SUPPLIES	116.65	0	706.65-	Y	
	01 -5542203	REPAIRS & MAINT SUPPLIES	24.75	0	5,802.75-	Y	
	01 -5542316	REPAIRS & MAINTENANCE	822.00	0	1,322.00-	Y	
	01 -5542331	EMPLOYEE TRAVEL & TRAININ	70.00	0	70.00-	Y	
	01 -5543202	OPERATING SUPPLIES	213.50	0	1,713.50-	Y	
	01 -5544202	OPERATING SUPPLIES	200.00	0	1,000.00-	Y	
	01 -5544203	REPAIRS & MAINTENANCE SUPP	75.00	0	181.00-	Y	
	01 -5544308	CONTRACT LABOR	940.00	0	940.00-	Y	
	01 -5547203	REPAIRS & MAINT SUPPLIES	214.50	0	1,314.50-	Y	
	01 -5862203	REPAIRS & MAINT SUPPLIES	407.84	0	10,249.90-	Y	
	01 -5865510	CAPITAL LEASE	3,091.82	0	12,329.18-	Y	
	02 -5267521	CDBG LOAN #8908	1,145.83	0	6,874.98-	Y	
	02 -5862203	REPAIRS & MAINT SUPPLIES	688.44	0	9,723.44-	Y	
	02 -5864329	DEQ FEES	8,261.08	0	8,261.08-	Y	
	03 -5876322	INSURANCE/BONDS	1,285.00	0	1,285.00-	Y	
	03 -5876511	FNB LOAN #119817 PAYMENTS	2,510.00	0	15,060.00-	Y	
	08 -5549308	CONTRACT SERVICES	779.50	0	779.50-	Y	
	29 -5324316	REPAIRS-MAINTENANCE	178.20	0	885.00-	Y	
	30 -5211510	CDBG / EDIF DURALINE LOAN	282.50	0	3,390.00-	Y	
	** 2009-2010 YEAR TOTALS **		41,795.28				

NO ERRORS

** END OF REPORT **



CDBG PROJECT LOCATION MAP

SCALE: 1" = 800'



PUBLIC HEARING NOTICE

The local unit of government of the City of McAlester is applying to the Oklahoma Department of Commerce's Community Development Block Grant (CDBG) 2009 State Small Cities Program for funding assistance. The State of Oklahoma has funds available to units of local government to undertake viable water and wastewater activities that primarily benefit persons defined as low and moderate income.

Water & Wastewater has been identified as a community priority need and a tentative decision has been made to seek funding from the Oklahoma Department of Commerce for \$90,630 and a community match of \$90,630 to construct:

- 530 L.F. of 8" sewer line in the alley between W. Kiowa & W. Apache from Elm St. to "A" St.
- 830 L.F. of 8" sewer line in the alley between W. Osage & W. Miami from "A" St. to Elm St.
- 590 L.F. of 6" water line on W. Miami Ave. from "A" St. to "B" St.
- 780 L.F. of 8" sewer line on "B" St. from W. Peoria to W. Modoc & from intersection of W. Modoc & "B" St west to "C" St.
- 350 L.F. of 6" water line on Elm St. from W. Coal Ave. to Peoria Ave.
- 350 L.F. of 6" water line on Seneca Ave from Elm St. east to Railroad.
- 580 L.F. of 12" sewer line in the alley between W. Seneca & W. Creek Ave. from "A" St. to "B" St.

According to the Oklahoma Department of Commerce's income guidelines, the project will benefit at least 51% low and moderate income residents.

The purpose of this public hearing is to enable comments on the specific project activities that are proposed and to provide a clear explanation of the probable impacts on the community/county and residents should the project be funded.

Many specific details regarding eligible activities and program requirements will be provided at a public hearing which will be held at McAlester City Hall, 28 E. Washington, McAlester, OK on July 14, 2009 at 6:00 pm.



McAlester City Council

AGENDA REPORT

Meeting Date: July 14, 2009
Department: City Manager
Prepared By: Mark B. Roath
Date Prepared: _____

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

Subject
Presentation of the "Yard of the Month".

Recommendation

Discussion

Approved By		
	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	<u>MBR</u>	<u>7/7/09</u>



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>July 14, 2009</u>	Item Number:	<u>2</u>
Department:	<u>Planning and Community Development</u>	Account Code:	<u>N/A</u>
Prepared By:	<u>Peter Stasiak</u>	Budgeted Amount:	<u>N/A</u>
Date Prepared:	<u>July 6, 2009</u>	Exhibits:	<u>Citizen Participation Plan</u>

Subject

Review of the City of McAlester Citizen Participation Plan for 2009.

Recommendation

It is recommended that the Mayor and City Council of the City of McAlester adopt the attached Citizen Participation Plan and authorize the Mayor to sign the document.

Discussion

Formal adoption of the Citizen Participation Plan to meet the requirements for applying for Community Development Block Grant (CDBG) State Small Cities Program funds through the Oklahoma Department of Commerce.

Approved By

		<i>Initial</i>	<i>Date</i>
Department Head	Peter Stasiak	<u>-</u>	<u>July 6, 2009</u>
City Manager		<u>MBR</u>	<u>7/7/09</u>

CITY OF MCALESTER CITIZEN PARTICIPATION PLAN

The City of McAlester intends to implement a citizen participation program for its 2009 application process to accomplish the following objectives:

Provide for and encourage citizen participation, particularly by low and moderate income persons who reside in areas where Community Development Block Grant (CDBG) funds are proposed to be used.

This will be accomplished by:

1. Providing frequent and timely public notice of CDBG program activities in the local newspaper and by posting at City Hall.
2. Adopting a comprehensive CDBG Statement of Needs.
3. Conducting a Special Public Hearing to inform citizens of the proposed 2009 CDBG project and authorizing the Mayor to sign a CDBG application in a formal Council meeting.

Ensure that citizens will be given reasonable and timely access to local meetings, information, and records relating to proposed and actual use of funds, including, but not be limited to:

1. The amount of CDBG funds to be made available for the current fiscal year, if the proposed project is approved.
2. The range of activities that may be undertaken with those funds.
3. The estimated amount of those funds proposed to be used for activities that will benefit low and moderate income persons.
4. The proposed CDBG activities likely to result in displacement and any anti-displacement and relocation plans developed by City of McAlester in accordance with Section 104(d)(1) and (2) of the Act.
5. The basis on which City of McAlester may provide technical assistance to groups representative of persons of low and moderate income that may request assistance in developing proposals. The level and type of assistance to be provided is at the discretion of the City Council and does not necessarily include providing funding to such groups.
6. This requirement will be accomplished by discussing the CDBG proposal during regular Council meetings and in one formal public hearing prior to the submittal of City of McAlester 2009 CDBG application. During the hearing the five (5) items listed above will be explained to the public. Records of the 2009 CDBG process will be

maintained in the City Hall by the City Clerk and will be available upon request for review by the public. A brief summary of the proposed 2009 CDBG project will be available for public review after the Commissioners has made its final selection.

Provide for a minimum of two (2) public hearings; one (1) prior to submission of the application for funding of the project for the purpose of obtaining citizen views and formulating or responding to proposals and questions, and the other end of the grant period if City of McAlester receives funding, that discusses City of McAlester accomplishments in relation to initial plans. The application stage hearing will include discussion of CDBG needs, and the development of activities being proposed for CDBG funding. There will be reasonable notice of all hearings, which will be scheduled for times and locations convenient to the potential and actual beneficiaries and which will accommodate the handicapped. Regularly scheduled City Council meetings will not be used for this purpose.

This requirement will be met through scheduling a Special Public Hearing to discuss City of McAlester 2009 CDBG proposal. At this hearing, the proposed project will be reviewed for the public and further citizen input will be solicited. Notice will be given ten (10) days in advance of this hearing by posting at the City and two (2) other public places. The hearing will be held in the early evening so those citizens who work may attend. A second hearing will be held at the end of the grant period if City of McAlester is funded in the 2009 CDBG process.

Meet the needs of non-English speaking residents in those instances where a significant number of non-English speaking residents can reasonably be expected to participate.

City of McAlester does not currently have a significant population of non-English speaking citizens. However, every effort will be made to accommodate the needs of any non-English speaking citizens who wish to participate.

Provide citizens with reasonable advance notice of, and opportunity to comment on, proposed activities not previously described in City of McAlester's funding request and on activities which are proposed to be deleted or substantially changed in terms of purpose, scope, location or beneficiaries.

The proposed seven (7) to ten (10) day notice for all public meetings and hearings in connection with City of McAlester 2009 CDBG application process is believed by City of McAlester to afford citizens with reasonable advance notice. In addition, if any change is proposed to the purpose, scope, location, or beneficiaries of the proposed project or if the CDBG project budget changes by more than 25%, the public will be notified and afforded an opportunity for additional input.

Provide the place, telephone number, and times when citizens are able to submit written complaints or grievances and the process City of McAlester will use to provide a timely, written response to such complaints or grievances. For example: Citizens with comments or grievances on the 2009 CDBG process may submit them in writing or in person at the City during regular business hours or may call (918) 423-9300 Ext. 4982.

City of McAlester will respond to such comments or grievances within fifteen (15) working days, where practicable.

By formally adopting this Citizen Participation Plan, City of McAlester City Council accepts the responsibility for implementing its provisions. The Council further charges all employees and contractors with the responsibility of implementing this plan and living up to the spirit of the citizen participation requirements of the 2009 CDBG program.

Adopted this 14th day of July, 2009 by the City Council of City of McAlester.

Chief Elected Official

ATTEST:

Clerk's Signature



McAlester City Council

AGENDA REPORT

Meeting Date: July 14,2009 Item Number: 3
Department: Community Development
Prepared By: Pete Stasiak Account Code: _____
Date Prepared: June 30,2009 Budgeted Amount: _____
Exhibits: Three

Subject

Consider, and act upon, an Ordinance amending General Zoning Ordinance No. 1843 (1989) and accompanying map by rezoning property (as described) in the ordinance from I-2(Heavy Industrial) to C-4(Restricted Commercial).

Recommendation

Motion to adopt an Ordinance No. 1843 (1989) and accompanying map by rezoning property (as described) in the ordinance from I-2(Heavy Industrial) to C-4(Restricted Commercial).

Discussion

The Planning Commission considered this item at the June 16, 2009 meeting. The item is consistent with the City's Comprehensive Plan and Zoning Ordinance. Planning Commission Recommendation follows: The Planning Commission met in regular session on June 16, 2009 and held a public hearing on P.C.#381 requesting rezoning of the following property Lots 3, 4 and the Westerly 27 ft. of Lot 2 all in Block 330, in the City of McAlester, Pittsburg County, State of Oklahoma.

Planning Commission Recommendation on P.C.#381:

A motion by John McNally to approve the re-zoning, was seconded by Susan Kanard.

The vote was 6-0 as follows:

AYE: Way, Bolinger, Kanard, McNally, Moore, Emmons.

NAY: None

Motion carried.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u>PJS</u>	<u>6/30/09</u>
City Manager	<u>MBR</u>	<u>7/7/09</u>

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE GENERAL ZONING ORDINANCE AND ACCOMPANYING MAP THERETO KNOWN AS GENERAL ZONING ORDINANCE NO. 1843 (1989), BY CHANGING THE CLASSIFICATIONS OF THE ZONING DISTRICT FOR: LOTS 3, 4 AND THE WESTERLY 27FT. OF LOT 2 ALL IN BLOCK 330, CITY OF MCALESTER, PITTSBURG COUNTY, STATE OF OKLAHOMA FROM I-2 (HEAVY INDUSTRIAL DISTRICT) TO C-4 (RESTRICTED COMMERCIAL).

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

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

LOTS 3, 4 AND THE WESTERLY 27FT. OF LOT 2 ALL IN BLOCK 330, CITY OF MCALESTER, PITTSBURG COUNTY, STATE OF OKLAHOMA

SECTION 2. PUBLICATION AND EFFECTIVE DATE

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

APPROVED this _____ day of _____, 2009.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By _____
Kevin E. Priddle, Mayor

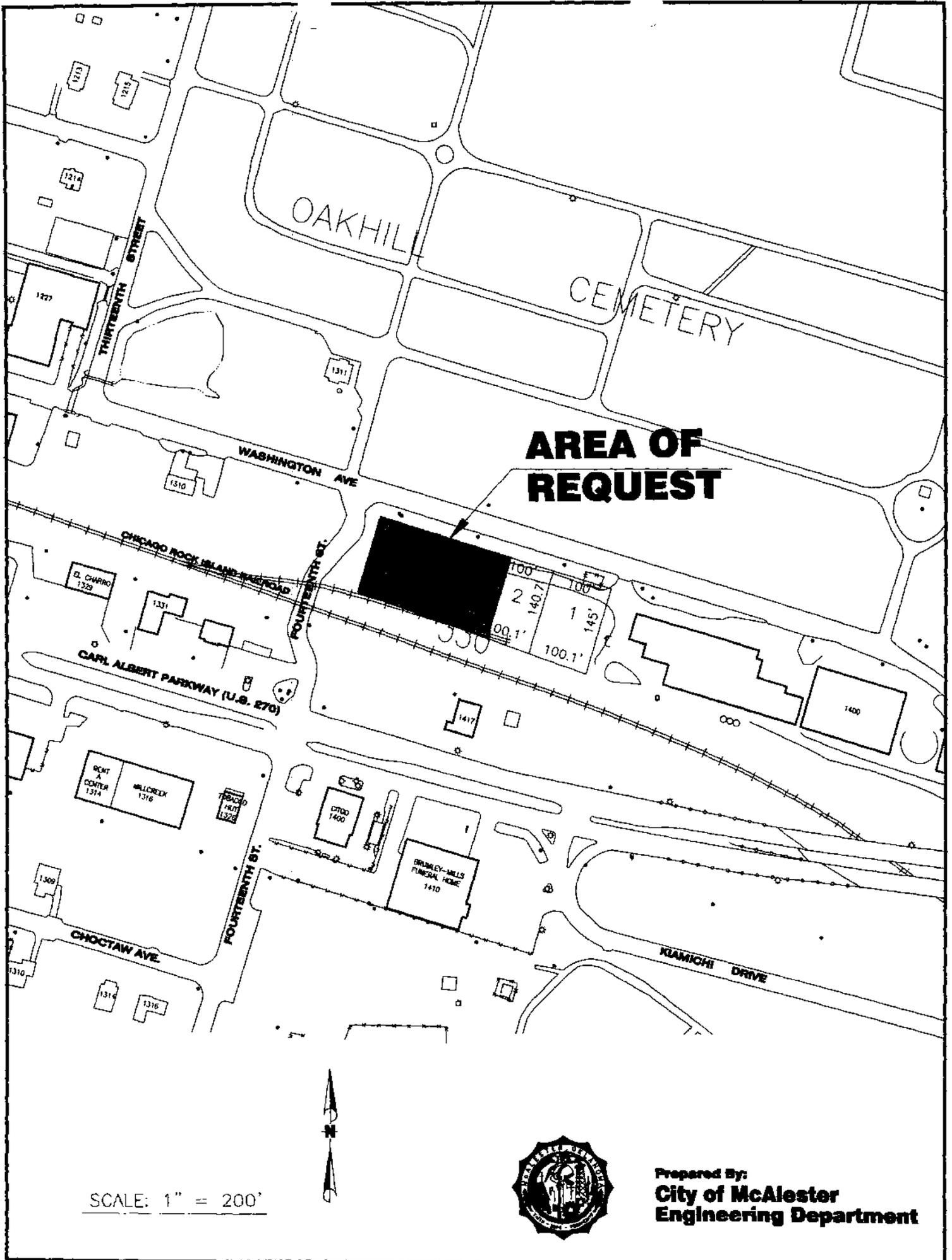
(SEAL)

ATTEST:

Cora Middleton, City Clerk

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

By _____
William J. Ervin, Jr., City Attorney



AREA OF REQUEST

SCALE: 1" = 200'

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





McAlester City Council

AGENDA REPORT

Meeting Date: June 14, 2009 Item Number: 4
Department: Community Development
Prepared By: Pete Stasiak Account Code: _____
Date Prepared: June 30, 2009 Budgeted Amount: _____
Exhibits: Four

Subject

Consider, and act upon, Land Use Acceptance and accompanying map to grant Use Permitted After Review.

Recommendation

Motion to adopt, Use Permitted after Review, Land Use Acceptance to expand Mega Splash Car Wash.

Discussion

The Planning Commission considered this item at the June 16, 2009 meeting. This item is in compliance with the City's Comprehensive Plan. The Planning Commission met in regular session on June 16, 2009 and held a public hearing on U.P. #042 requesting the Use Permitted After Review of the following property: 712 & 716 E. Wyandotte, The West 50ft of Lot 2 & the East 50ft of Lot 3 in Block450.

The applicant, Jim Lyles stated that he was adding another drive thru, an equipment room, 2 dog washes, a rest room and a garage area for a detail shop. He also stated that he was adding a fenced area to enclose the property. A motion made by John McNally to approve the Use permitted after Review was seconded by Primus Moore. The vote was 6-0 as follows:
AYE: Way, Bolinger, Kanard, McNally, Moore, Emmons.
NAY: none
The motion carried.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u>PJS</u>	<u>6/30/09</u>
City Manager	<u>MBR</u>	<u>7/7/09</u>

USE PERMITTED AFTER REVIEW

LAND USE ACCEPTANCE

According to the provisions of the McAlester Zoning Ordinance, the following Land Use is hereby approved by the McAlester Planning Commission and the McAlester City Council. Subject to the site plan submitted.

DESIGNATION: The West 50ft. of Lot 2 & the East 50ft of Lot 3 in Block 450, South McAlester, Pittsburg County, State of Oklahoma.

LOCATION: 712 & 716 E. Wyandotte

LAND USE: To expand Mega Splash Car Wash.

The issuance of a Building Permit for said Development is hereby authorized by the McAlester City Council.

PLANNING COMMISSION

CITY COUNCIL

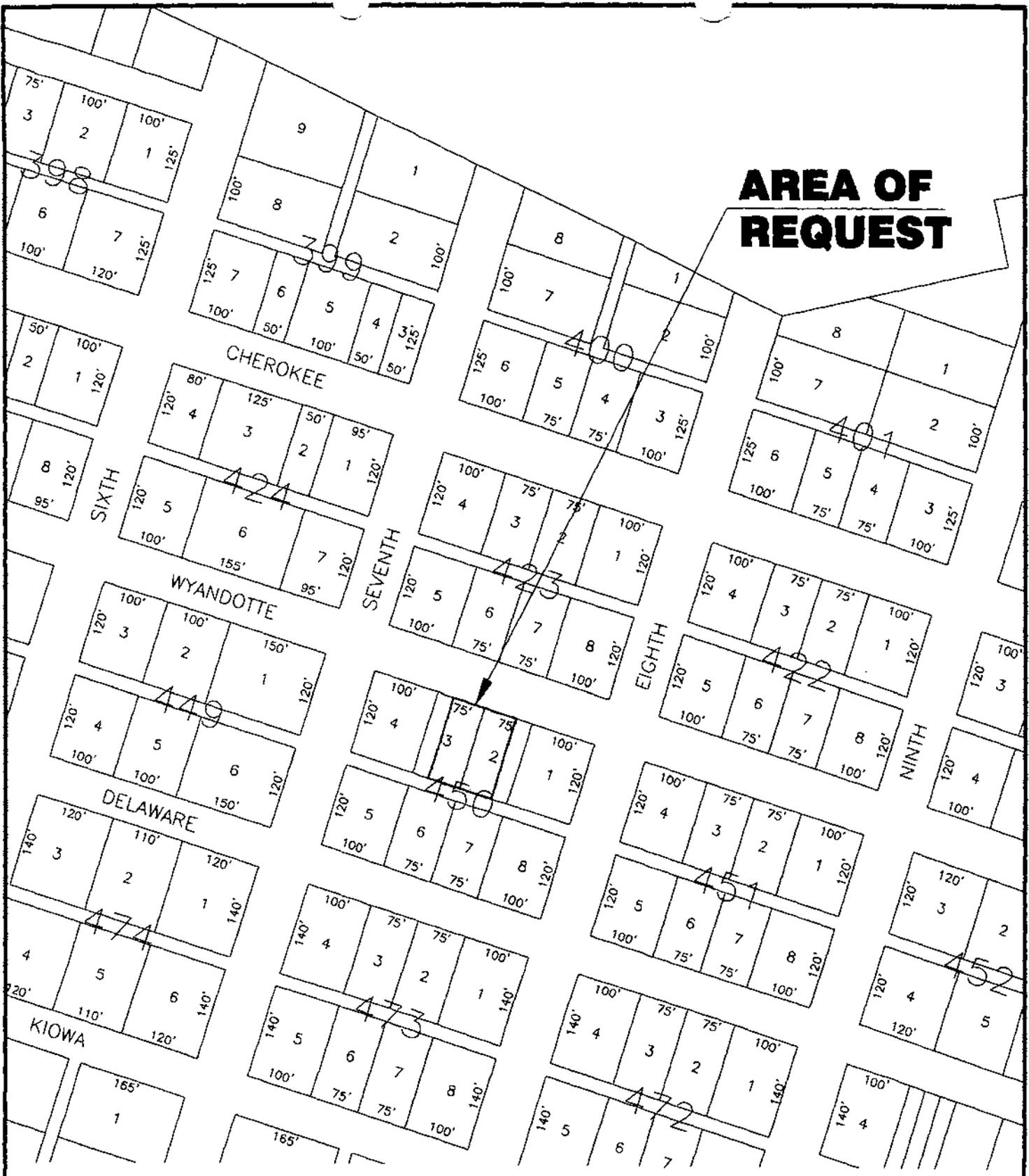
Chairman

Mayor

Date: _____

Date: _____

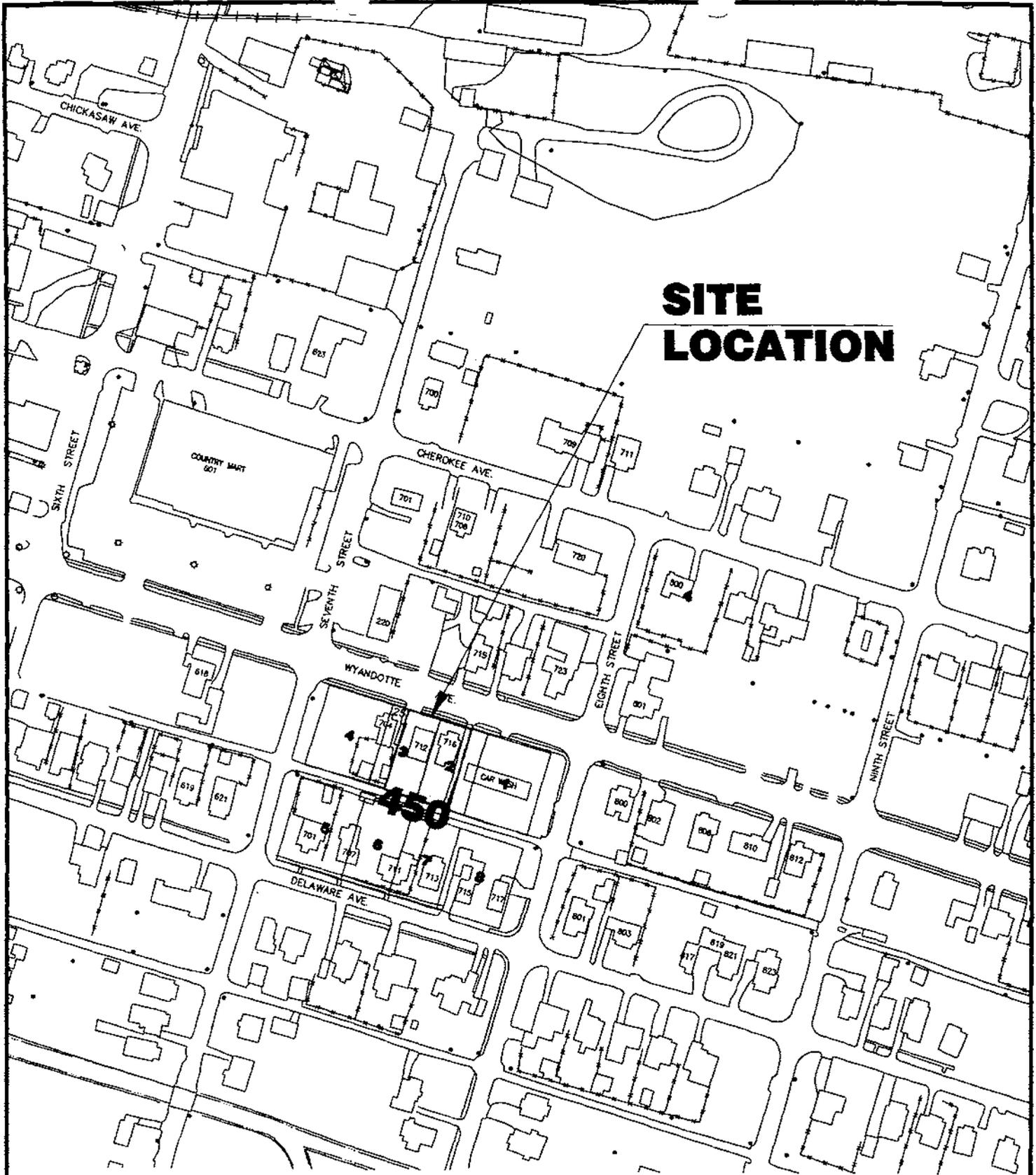
AREA OF REQUEST



SCALE: 1" = 200'



Prepared by
City of McAlester
Engineering Department

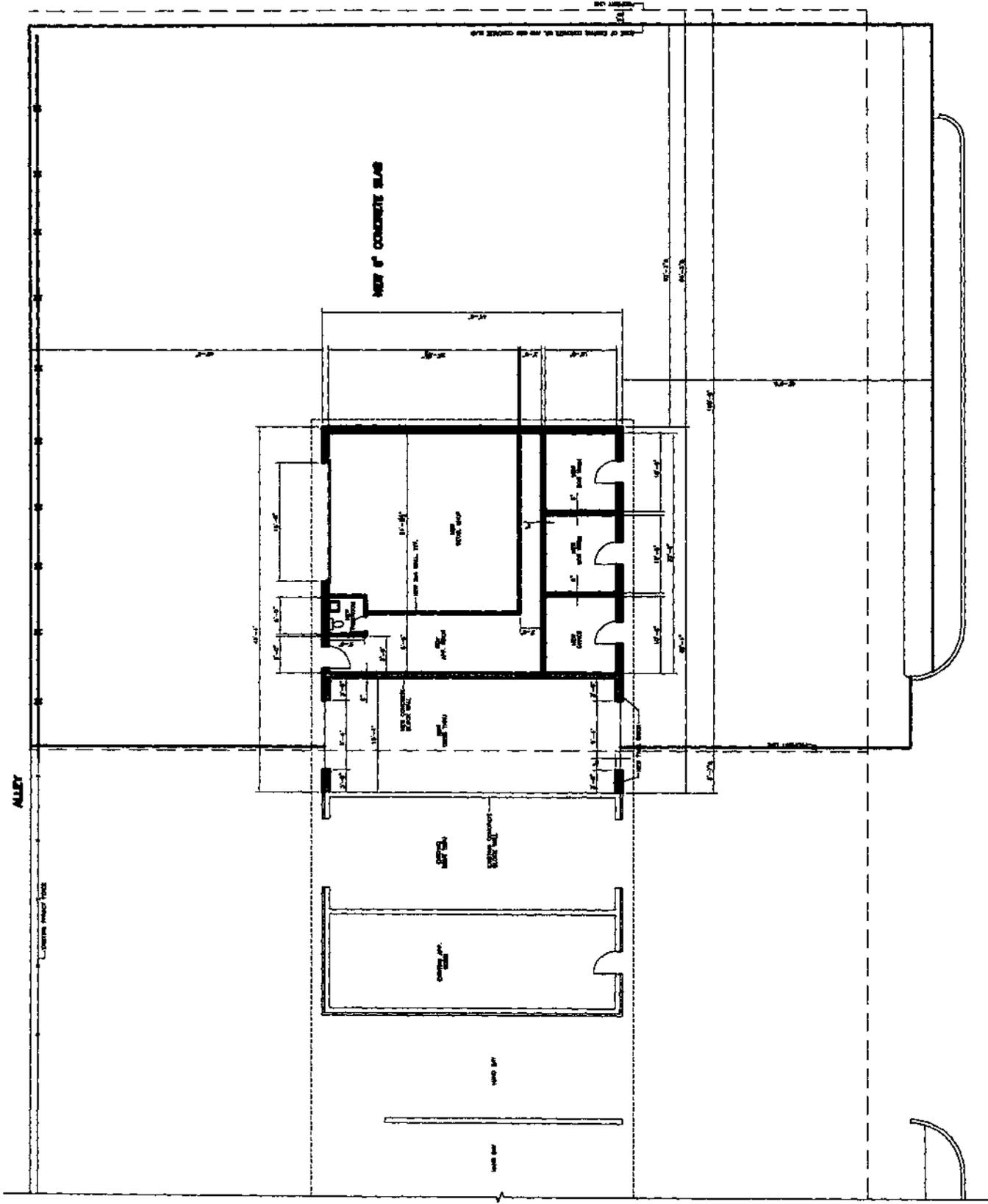


SITE LOCATION

SCALE: 1" = 200'



Prepared By:
City of McAlester
Engineering Department



WINDSORITE AVENUE

PLAN-CAR WASH EXPANSION

SCALE: 1/8"=1'-0"

USE PERMITTED AFTER REVIEW

LAND USE ACCEPTANCE

According to the provisions of the McAlester Zoning Ordinance, the following Land Use is hereby approved by the McAlester Planning Commission and the McAlester City Council. Subject to the site plan submitted.

DESIGNATION: Lot 11 in Block 2 in the Village Addition No. 11, City of McAlester, Pittsburg County, State of Oklahoma.

LOCATION: Not known at this time.

LAND USE: A 7,814 sq.ft. new McAlester Fire Emergency Response Complex.

The issuance of a Building Permit for said Development is hereby authorized by the McAlester City Council.

PLANNING COMMISSION

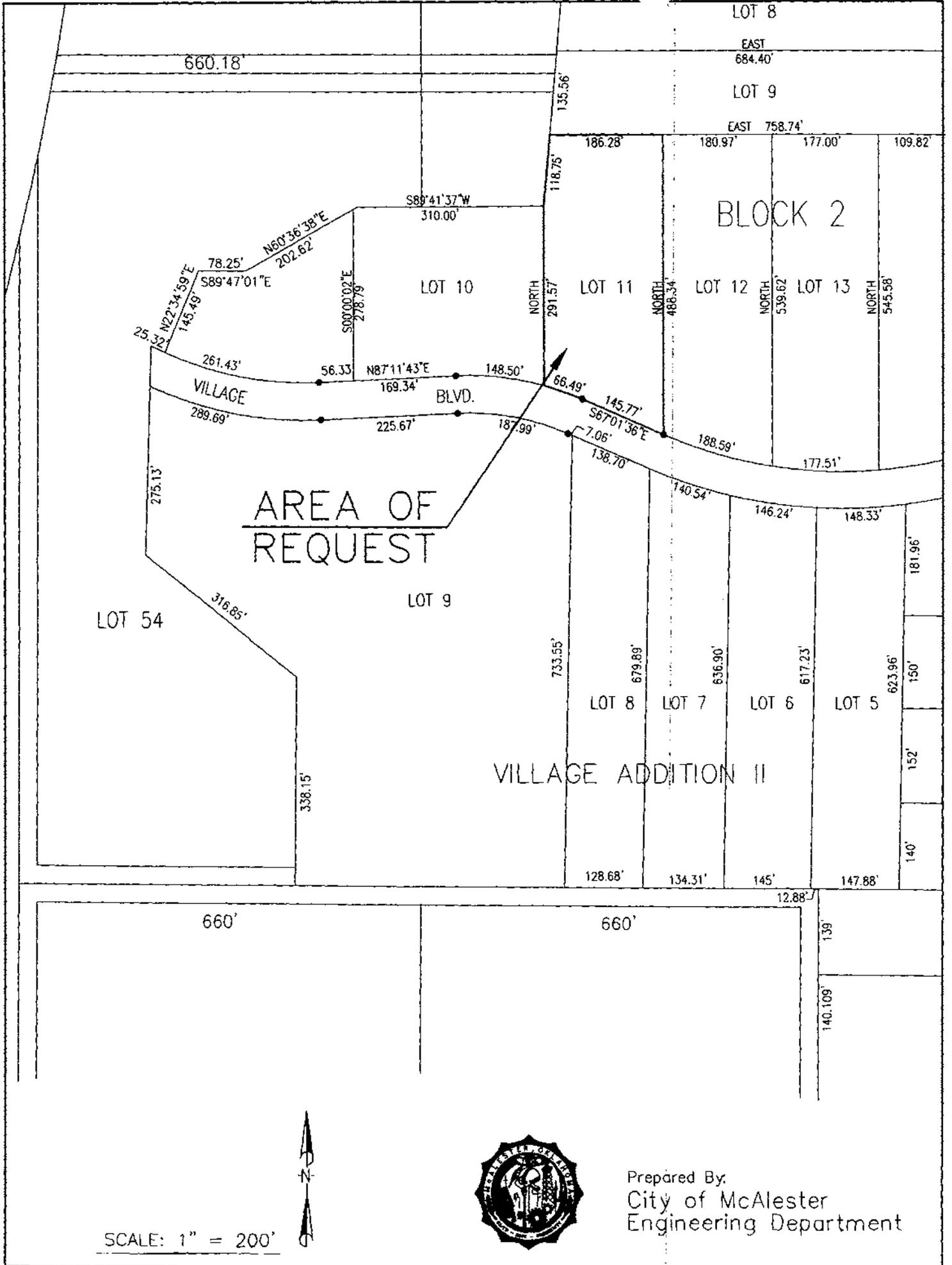
CITY COUNCIL

Chairman

Mayor

Date: _____

Date: _____

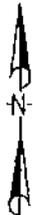


AREA OF REQUEST

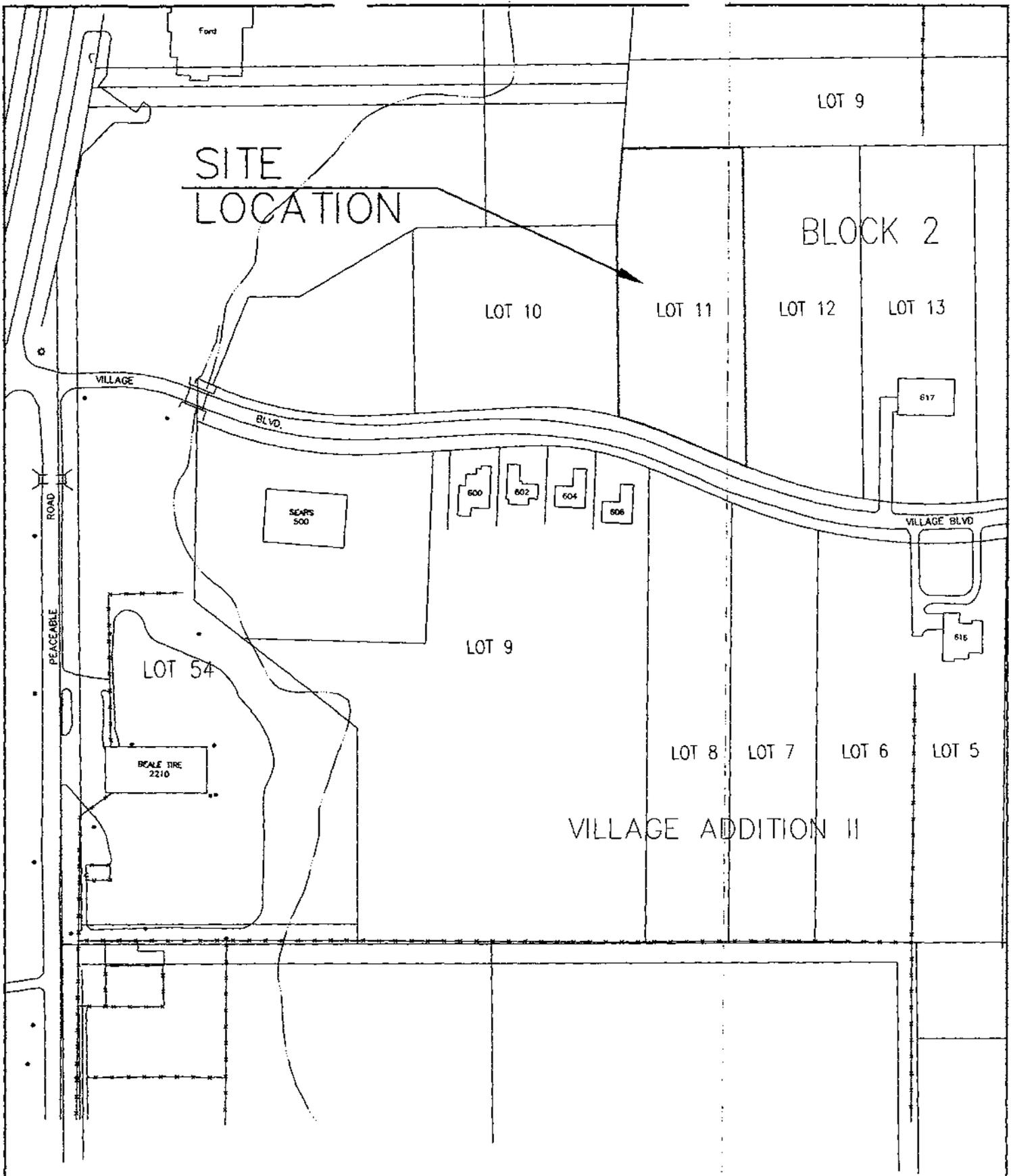
BLOCK 2

VILLAGE ADDITION II

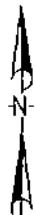
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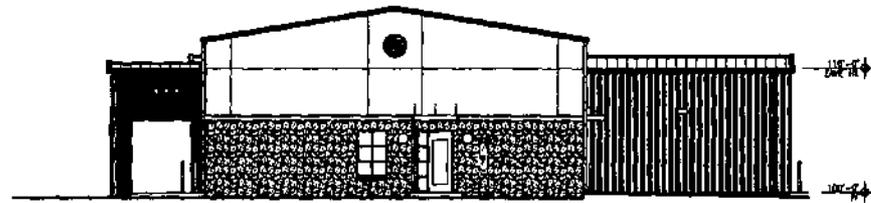
Prepared By:
 City of McAlester
 Engineering Department



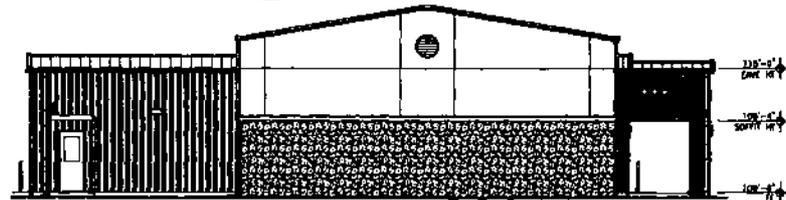
SCALE: 1" = 200'



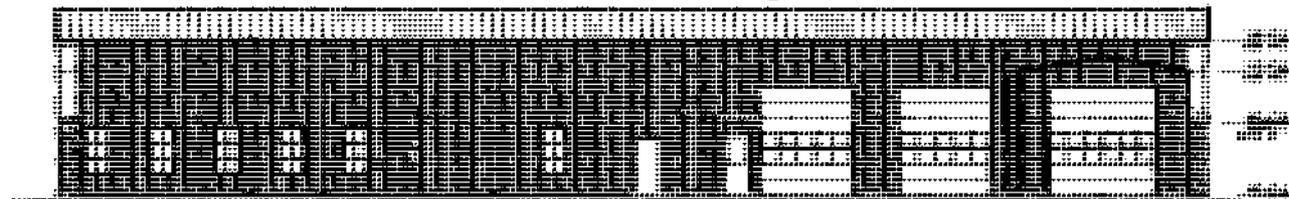
Prepared By:
 City of McAlester
 Engineering Department



D EAST ELEVATION
 5A1 SCALE: 1/16" = 1'-0"



C WEST ELEVATION
 5A1 SCALE: 1/16" = 1'-0"



B NORTH ELEVATION
 5A1 SCALE: 1/16" = 1'-0"



A SOUTH ELEVATION
 5A1 SCALE: 1/16" = 1'-0"



BRANDERKLEIN & ASSOCIATES

ARCHITECTURE
 PLANNING
 INTERIORS

2951 E. 21ST STREET
 SUITE 510
 TULSA, OK 74114
 918-481-2008
 FAX 918-481-2009

A Professional Corporation
 Member, American Institute
 of Architects



McALESTER FIRE
 EMERGENCY RESPONSE COMPLEX
 McAlester, Oklahoma
 BUILDING ELEVATIONS

Revisions

Year Date
 08.02.09

Project No.
 T08053

DCA Project No.
 Z7019

Sheet No.
 5A1

THIS DOCUMENT IS THE PROPERTY OF BRANDERKLEIN & ASSOCIATES. THE DOCUMENTS OR INFORMATION CONTAINED HEREIN SHALL NOT BE REPRODUCED OR USED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.



COMMERCIAL DIVISION

ARCHITECTURE

PLANNING

INTERIORS

2651 E. SUNNY SPRING
SUITE 910
TULSA, OK 74114
PHONE: 405.943.2800
FAX: 405.943.2809

A Professional Corporation
Member American Institute
of Architects



ARCHITECTURAL SITE PLAN
MALLESTER FIRE
EMERGENCY RESPONSE COMPLEX
Tulsa, Oklahoma
Project No. 06.02.09

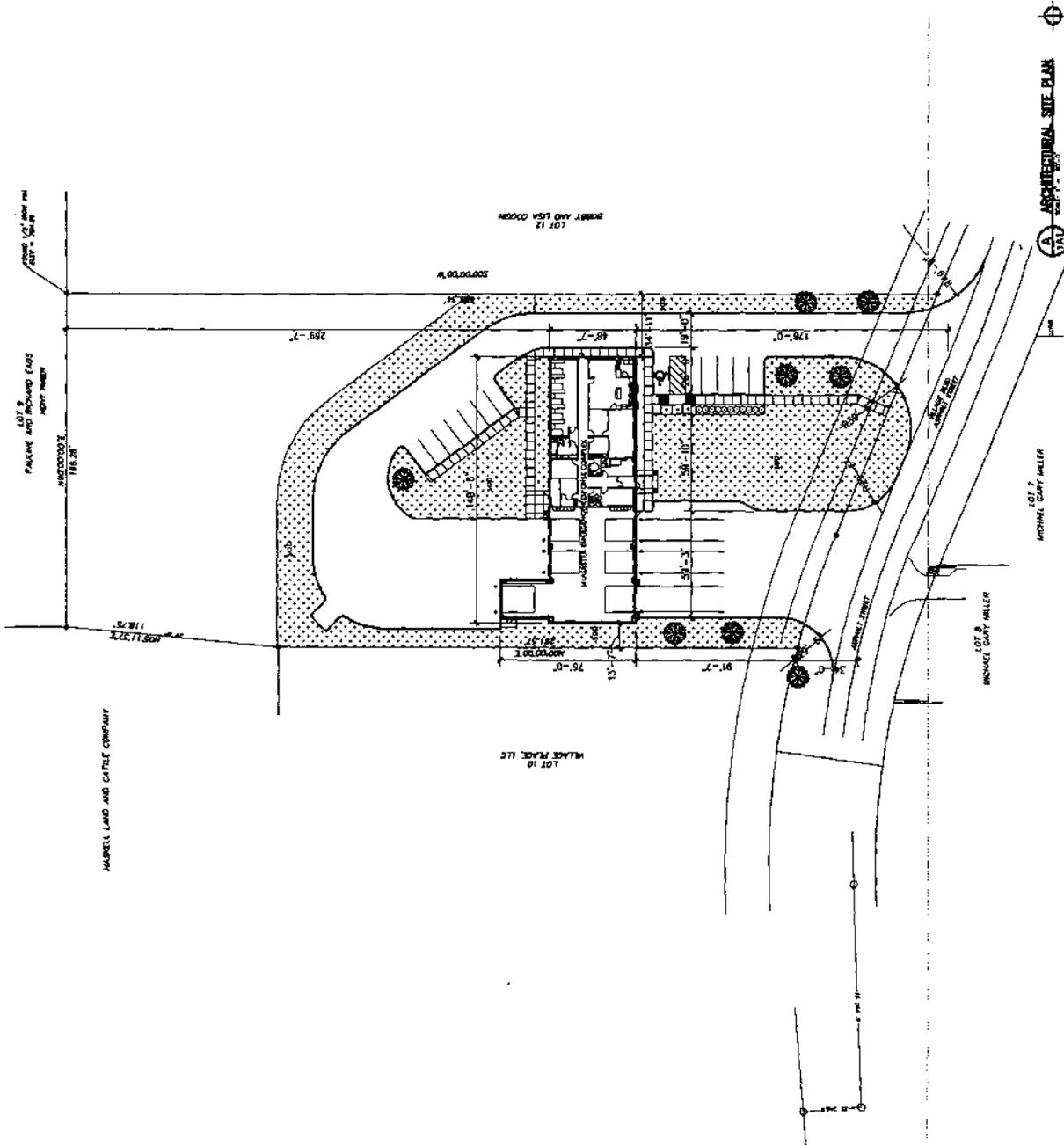


DATE: 06.02.09

PROJECT NUMBER: T06063

DATE: 27019

SHEET NO. 1A1



ARCHITECTURAL SITE PLAN
1A1

LOT 7
MICHAEL CARY MILLER

LOT 8
MICHAEL CARY MILLER

MARRELL LAND AND CATTLE COMPANY

LOT 9
PARKWAY AND CLASS
MOTOR CENTER

LOT 12
PARKWAY AND USA DOOR

LOT 10
MELACE PLACE LLC



McAlester City Council

AGENDA REPORT

Meeting Date: July 14, 2009 **Item Number:** 6
Planning and Community
Department: Development
Prepared By: Peter Stasiak **Account Code:** _____
Date Prepared: July 2, 2009 **Budgeted Amount:** _____
Exhibits: _____

Subject

Consider, and act upon, a roadway easement for CenterPoint Energy on Steven Taylor Boulevard at the end of the cul-de-sac.

Recommendation

Motion to approve a Roadway Easement for CenterPoint Energy and approval of the Mayor to sign the documents.

Discussion

This is an unimproved road at the end of Steven Taylor Boulevard at the Industrial Park. CenterPoint Energy is requesting to grade and rock the roadway and install a locked gate to limit access. This unimproved road gives CenterPoint Energy access to their facilities. The City of McAlester will be given keys to the gate for access if required.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	Peter Stasiak	July 2, 2009
City Manager	_____	_____

**This instrument prepared by CenterPoint Energy Field Services, Inc.
P. O. Box 21734, Shreveport, LA 72251. Attention: Right Of Way Department**

ROADWAY EASEMENT

THAT, FOR and IN consideration of the sum of Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration, to us in hand paid, receipt of which is hereby acknowledged, the undersigned (herein styled Grantor, whether one or more) whose address is 28 East Washington, McAlester, OK 74501, does hereby Grant, Bargain, Sell and Convey unto **CenterPoint Energy Field Services, Inc.**, a Delaware corporation, whose address is P. O. Box 21734, Shreveport, Louisiana 71151 (herein styled Grantee), its successors and assigns, the right of way and easement to construct and maintain a gated (said gates to be installed on the north and south ends of the roadway hereinafter described) roadway Twenty (20') in width, together with the right in said Grantee to free and uninterrupted use, liberty, privilege and easement in, on and over said roadway to extend on, over through and across the following described lands situated in Pittsburg County, State of Oklahoma, to wit:

Commencing at a point in the SW/4 SW/4 Section 10, T5N-R14E, being the southerly termination point of Steven Taylor Boulevard, thence continuing in a southerly direction terminating at the South Section Line of the said Section 10.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns so long as such road shall be maintained, provided, however, that this easement shall terminate upon the abandonment of said roadway by Grantee, its successors and assigns.

Grantee is hereby given the right and privilege by Grantor to excavate, cut down and clear as may be necessary or desirable in the construction, maintenance and operation of said roadway and the right, privilege and option is also given Grantee to grade, clay or rock said roadway or to make such other improvements to same as may be necessary or convenient to Grantee in the use and enjoyment of the rights and privileges hereby granted.

Grantor specially reserves unto itself and is hereby granted the right to the free use of said roadway, provided, however, that in this connection it is specifically understood and agreed that Grantor completely and forever releases Grantee, its successors and assigns, from any and all damages of whatsoever nature, character and kind to property, person or otherwise in and by the use of said roadway by Grantor. The use of said roadway by Grantor is limited to Grantor's personal use and to such other third parties that agree to be bound by the aforesaid release which Grantor has given to Grantee by reason of its use thereof.

The consideration first above recited is in full consideration of the rights hereby granted. All covenants, rights and privileges herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto and shall be considered as covenants running with the land.

WITNESS THE EXECUTION HEREOF on this ____ day of July, 2009.

The City of McAlester, Oklahoma

By: _____
Kevin Priddle

Title: _____
Mayor
City of McAlester

Line #:

Item #:

Job #:

STATE OF OKLAHOMA
COUNTY OF PITTSBURG

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this ____ day of July, 2009, personally appeared Kevin Priddle, in the capacity as the Mayor of the City of McAlester, OK, known to me to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free act and deed in the capacity herein stated for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL the day and year last above written.

My Commission Expires:

NOTARY PUBLIC

OPTION AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of May, 2009, by and between **City of McAlester, Oklahoma** (hereinafter called "Seller"), and **ACCESSIBLE SPACE, INC.**, a Minnesota nonprofit corporation (hereinafter called "Purchaser").

1. Seller hereby irrevocably grants and conveys unto Purchaser the exclusive right and option until January 31, 2010 (together with any extension permitted under Section 12 below, the "Option Period"), to purchase that certain land situated in the County of Pittsburg, State of Oklahoma, described as Lots 1, 2, & 3, Block 150, South McAlester and located on Tyler Avenue and situated between and adjacent to Ninth Street and Tenth Street in the City of McAlester, Oklahoma, as depicted in Exhibit "A" attached hereto (the "Subject Property"). In consideration of the granting of this option, Purchaser shall, within five (5) days of acceptance hereof by Seller, deposit with a realtor, title company or other escrow agent acceptable to both parties, an initial option money payment in the amount of One Dollar (\$1.00). In the event this option is exercised, said sum (the "Initial Option Deposit") shall be applied as a credit on the purchase price hereinafter provided.

2. The consideration for the purchase of the Subject Property shall be the total sum of One Dollar(\$1.00), and the sum of One Dollars (\$1.00) paid this date shall constitute part payment thereon, if Purchaser exercises this option.

3. The purchase price is based upon an estimated square footage of 52,500 square feet. Purchaser shall have the

responsibility of arranging and paying for any surveys that Purchaser may desire.

4. At any time, and from time to time during the Option Period, Purchaser shall have, and Seller hereby gives and grants unto Purchaser, the right of Purchaser, Purchaser's employees, agents, and representatives to enter upon the Subject Property, or any part thereof, with workmen, tools, materials, and equipment, and to make such examination, surveys, and tests, by drilling or otherwise, of said lands as Purchaser may deem desirable to determine the suitability of said premises for Purchaser's purposes. In the event this option is not exercised, Purchaser shall be obligated to restore the lands to as good or better a condition as its prior condition, repair and restore all fences damaged as a result of such operations, and compensate Seller for any actual damages done to the lands resulting from the operations provided for in this paragraph. Purchaser shall indemnify and hold Seller harmless from any costs or expenses (including attorney fees) which Seller could incur as a result of Purchaser exercising its rights to go upon the Subject Property. In the event this option is exercised, Purchaser shall not be liable for any damage done to said lands or to fences resulting from such operations.

5. In the event the option is not exercised within the initial Option Period, or if Purchaser notifies Seller at any time during the initial Option Period that it elects to terminate the option, the Initial Option Deposit paid for the option shall be returned to Purchaser, and neither party shall have any further claim against the other, except as provided in Section 4

hereof.

6. The option hereby granted may be exercised by Purchaser by written notice to Seller given at any time before the expiration of Option Period, as it may be extended as set forth below. Such notice shall be deemed sufficiently given if and when it is addressed to Seller as provided in Section 20 below and either (a) delivered personally to Seller, (b) deposited in the United States mail, registered or certified, with postage prepaid, (c) deposited with an overnight delivery service for next day delivery, or (d) telecopied.

7. Notwithstanding any title commitment that Purchaser may have received previously, Seller shall cause to be delivered to Purchaser, within fifteen (15) days of the exercise of the option, a current ALTA form commitment for title insurance, in an amount equal to the purchase price, covering the Subject Property, setting forth all exceptions from the title insurance coverage, and enclosing copies of all documents of record recited in such commitment. Purchaser shall have fifteen (15) business days from receipt of said commitment for title insurance to examine and, in its sole discretion, provide written notice to Seller that it (a) objects to the title and conditions its purchase of the property upon the removal of specified exceptions ("Purchaser's Title Objections"), or (b) rejects the same. In the event Seller is unwilling or is unable to cure any matters set forth in Purchaser's Title Objections, Seller shall, within 15 business days of receipt of Purchaser's Title Objections, notify Purchaser in writing of the matters that Seller is unwilling or

unable to cure, it being understood and agreed that any outstanding mortgages, liens or other instruments identifying financial obligations must be satisfied by Seller either prior to closing or with proceeds provided at closing. Purchaser may then either waive such objections or terminate and cancel this agreement by delivering written notice to Seller, specifying the unacceptable exceptions, and Purchaser shall be entitled to a refund of the amount paid to Seller. Exceptions to title not timely objected to or later waived by Purchaser in writing are herein referred to as "Permitted Exceptions." Title to the Subject Property shall be conveyed by Seller by Warranty Deed free and clear of all liens, encumbrances, restrictions, and easements, except for the "Permitted Exceptions." As soon as is possible following the closing, Seller shall cause the title company to furnish, at Purchaser's sole expense, an ALTA Extended Coverage Form policy of title insurance, dated as of closing date, insuring title to the Subject Property vested in Purchaser, free from all encumbrances except "Permitted Exceptions."

8. Closing of title shall take place within sixty (60) days after exercise of this option, or upon fifteen (15) days prior written notice to Seller from Purchaser, given at any time after title is acceptable to Purchaser.

9. The Seller agrees to pay the real estate taxes and assessments payable in the year prior to the year of closing, and all prior years' taxes. Real estate taxes payable in the year of closing shall be prorated to the closing effective as of the closing date. Seller shall pay on or before closing all special

assessments levied or pending as of the date of closing.

10. Seller warrants there are not now and will not be at closing any leases or parties in possession of the Subject Property.

11. This Option Agreement is specifically contingent upon, among other things, the following conditions being completed or satisfied in Purchaser's sole discretion:

(a) Soils encountered after subsurface investigation are compatible with the proposed development and no adverse environmental problems exist or are discovered,

(b) Purchaser shall have obtained satisfactory financing from the United States Department of Housing and Urban Development (HUD) for the proposed housing development, and

(c) Purchaser shall have obtained all necessary governmental approvals, including a HUD appraisal equal to or greater than the purchase price of the Subject Property.

The parties acknowledge the Subject Property is being purchased in an open market and, to the best of Seller's knowledge, the property is not under threat of condemnation or eminent domain proceedings.

12. If Purchaser has received notification by January 31, 2010 that it has been approved for receiving HUD Section 202 Funds, it can extend the Option Period until July 31, 2010, by providing written notice to Seller no later than January 31, 2010. If closing does not occur within 60 days after the exercise of this option due to any reason other than default by Seller, the deposit shall be retained by Seller. If closing does occur

within such timeframe, the deposit will be applied to the purchase price. If Purchaser has not provided Seller with written notice that it has received HUD Section 811 Funds by January 31, 2010, this agreement shall terminate as of that date and neither party shall have any further rights or obligations hereunder.

13. In the event of default, either party may exercise any and all remedies available at law or in equity, including the right to specific performance.

14. Possession of the Subject Property shall be delivered by Seller to Purchaser at the time of the closing.

15. The terms "Seller" and "Purchaser" as used herein shall include the heirs, successors, and assigns of the parties hereto, respectively. It is acknowledged that this agreement may be assigned by Purchaser to a new nonprofit corporation sponsored by Accessible Space, Inc., a Minnesota nonprofit corporation.

16. As an inducement to Purchaser to enter into this agreement, Seller represents, warrants, and covenants as of the date hereof that it has no knowledge of any wells, hazardous substances or underground storage tanks located on the Subject Property.

17. Seller shall be responsible for paying the fees or commissions of any real estate agent or broker retained by Seller. Fees or commissions due to any realtor or agent retained by Purchaser shall be paid by the Purchaser.

18. Time is of the essence of this agreement.

19. Each party shall, at the request of the other, execute,

acknowledge (if appropriate), and deliver whatever additional documents, and do such other acts, as may be reasonably required in order to accomplish the intent and purposes of this agreement. Specifically, Seller agrees to execute and deliver to Purchaser at closing the HUD form Identity of Interest and Disclosure Certification (the "Disclosure") that identifies any relationships Seller may have with Purchaser or any member of Purchaser's project development team. Seller shall update such Disclosure subsequent to closing if required by HUD. Purchaser shall advise Seller of the identity of Purchaser's development team members at any time that Purchaser requests the Disclosure.

20. All communications, notices, and demands of any kind which either party may be required or may desire to give to or serve upon the other shall be made in writing, and such notice shall be deemed sufficiently given if and when it is addressed to then other party as provided below and either (a) delivered personally, (b) deposited in the United States mail, registered or certified, with postage prepaid, (c) deposited with an overnight delivery service for next day delivery, or (d) telecopied:

To Seller: **City of McAlester, Oklahoma**
 28 E. Washington
 P.O. Box 578
 McAlester, OK 74502
 918-423-9300
 Attn:

To Purchaser: **Accessible Space, Inc.**
 2550 University Avenue

Suite 330N
St. Paul, Minnesota 55114
Fax: (651) 645-0541
Attn: Dan Billmark

21. Seller represents that it is the actual owner, in fee simple, of the Subject Property, and that no other party holds any actual or beneficial ownership interest in the Subject Property.

22. Seller represents that the Subject Property has legal access to a fully-improved public right of way.

23. Seller represents that all water, sewer, gas, electric, telecommunications and drainage facilities, and all other utilities required by law or by the normal operation of the property, are installed to the property lines of the Subject Property.

24. This agreement and the transaction herein contemplated shall be construed in accordance with, and governed by, the laws of the State of Oklahoma.

IN WITNESS WHEREOF, the parties have hereunto set their

hands the day and year first above written.

SELLER:
City of McAlester, Oklahoma

By:
Its:

PURCHASER:
ACCESSIBLE SPACE, INC.

By: Dan Billmark
Its: Director of Real Estate Development

EXHIBIT 'A'

SUBJECT PROPERTY

May 22, 2009

**Disclosures to Seller with Voluntary,
Arm's Length Purchase Offer**

To: Whom it may concern at **the City of McAlester, Oklahoma**

This is to inform you that **Accessible Space, Inc.** would like to purchase the parcel of vacant land generally described as Lots 1, 2, & 3, Block 150, South McAlester and located on Tyler Avenue and situated between and adjacent to Ninth Street and Tenth Street in the City of McAlester, Oklahoma, as depicted in Exhibit "A" to the Option Agreement, if a satisfactory agreement can be reached. We are prepared to pay **(\$1.00)** for clear title to the property under the conditions described in the attached proposed Option Agreement.

Because Federal funds may be used in the purchase, however, we are required to disclose to you the following information:

1. The sale is voluntary. If you do not wish to sell, **Accessible Space, Inc.** will not acquire your property. **Accessible Space, Inc.** does not have the power to acquire your property by condemnation (i.e., eminent domain).
2. We estimate the fair market value of the property to be (\$_____).

Since the purchase would be a voluntary, arm's length transaction, you would not be eligible for relocation payments or other relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), or any other law or regulation. Also, as indicated in the Option Agreement, this offer is made on the condition that no tenant will be permitted to occupy the property before the sale is completed.

Again, please understand that if you do not wish to sell your property, we will take no further action to acquire it. If you are willing to sell the property under the conditions described in the attached contract of sale, please sign the both the contract and this letter and return them to us. If you have any questions about this matter, please contact me at (651) 645-7271.

Sincerely,

Receipt Acknowledged: _____

A Resolution of the City Council of the City of McAlester, Oklahoma

Stating its support for the application of Accessible Space Inc., for funding under the Section 202 Program of the Department of Housing and Urban Development, and providing for the Contribution of a City owned parcel of land at no cost if the requested Federal funding for this development is reserved before January 31, 2010

WHEREAS, In partnership with Accessible Space, Inc. (ASI), a 501 (c) 3 Nonprofit Corporation, the City has the opportunity to attract to the City a development providing accessible, affordable housing now not otherwise available to senior citizen residents of the City and surrounding community, and

WHEREAS, Through ASI, a non profit housing sponsor, the City can assist in capturing federal funding that will allow construction of a 13-unit apartment building in the City, addressing a need for specialized housing not provided by the private market in the City and Community, and

WHEREAS, The proposal of ASI will implement specific Objectives and Polices of the Comprehensive Plan of the City, and

WHEREAS, the City now owns the approximate 52,500 square feet vacant parcel of land currently on the City Council's 2009 surplus real estate list described as Lots 1, 2, & 3, Block 150, South McAlester, located on Tyler Avenue and situated between and adjacent to Ninth Street and Tenth Street in the City of McAlester, Oklaboma and generally described on the attached Exhibit "A", that would provide an appropriate and compatible site for this special housing resource, and

WHEREAS, In addition to the City's support for this project on the subject property location, a contribution of land from the City to the project will greatly increase the application's priority for the award of the essential federal assistance and the implementation of the development in the City,

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
MCALESTER, OKLAHOMA:**

The City strongly supports the application of ASI for assistance under the Section 202 program to provide a 13-unit apartment development in the City of McAlester meeting the unmet needs in the community for very low-income senior housing, and encourages the Department of Housing and Urban Development to reserve and allocate the requested funding for this development in our City, and

BE IT FURTHER RESOLVED: The City will, if this application for assistance under the Section 202 program is successful in this funding cycle, contribute on its part at no charge to the development the City owned parcels described as being approximately 52,500 square feet square feet in size and generally described as being as Lots 1, 2, & 3, Block 150, South McAlester, located on Tyler Avenue and situated between and adjacent to Ninth Street and Tenth Street in the City of McAlester, Oklahoma and as further generally described on the attached Exhibit "A", that is the proposed site of the development, and

BE IT FURTHER RESOLVED: The City provides exclusive control of this site to ASI until funds for this development are reserved or not reserved by the Department of Housing and Urban Development after its review of the application, or January 31, 2010, whichever occurs first, and

BE IT FURTHER RESOLVED: That City staff are hereby authorized and instructed to negotiate and enter into an exclusive option agreement with ASI whereunder ASI shall be granted the right to purchase the property by July 31, 2010 for the price of \$1.00, conditioned only upon ASI's receipt of a HUD fund reservation by January 31, 2010.

Adopted this ____ day of May, 2009



McAlester City Council

AGENDA REPORT

Meeting Date: July 14, 2009 Item Number: 8
Department: Planning and Community Development
Prepared By: Peter Stasiak Account Code: _____
Date Prepared: July 6, 2009 Budgeted Amount: _____
Exhibits: N/A

Subject

Waiver of building and inspection fees for an apartment complex located between 9th. and Adams and 9th. and Jefferson.

Recommendation

Motion to approve the waiving of building and inspection fees (approximately \$4,500) for an apartment complex to be constructed by Accessible Spaces Inc. in conjunction with Oklahoman's for Independent Living.

Discussion

Oklahoman's for Independent Living has partnered with Accessible Space, Inc. to build an apartment development to meet the needs for disabled individuals.

Approved By

		<i>Initial</i>	<i>Date</i>
Department Head	Peter Stasiak	_____	July 5, 2009
City Manager		_____	_____



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>July 14, 2009</u>	Item Number:	<u>9</u>
Department:	<u>Utilities</u>	Account Code:	<u></u>
Prepared By:	<u>David Medley</u>	Budgeted Amount:	<u>N/A</u>
Date Prepared:	<u>June 30, 2009</u>	Exhibits:	<u>None</u>

Subject

Agreement with Mr. Roger Dalgren to obtain utility easements in Townsite Addition No. 4 for the 14th Street and Village Blvd. Utility Extension Project.

Recommendation

Motion to approve the agreement with Mr. Roger Dalgren and authorize the Mayor to sign after review and approval by the City Attorney's Office.

Discussion

In July 16, 2004 the City Council approved 15 – 4” sewer taps for Mr. Dahlgren in exchange for sewer easements needed by the City to construct a sewer main in Townsite Addition No. 5. This agreement is an amendment to the previous agreement to allow part or all of those same 15 – 4” taps to be used also in Townsite Addition No. 4 at Mr. Dahlgren's discretion. This agreement does not add any additional sewer taps but increases the area for utilization of those sewer taps.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u>DRM</u>	<u>6/30/09</u>
City Manager	<u>MBR</u>	<u>7/7/09</u>

**ROGER DAHLGREN
1508 GAILLARDIA DRIVE
OKLAHOMA CITY, OKLAHOMA 73142**

June 17, 2009

David Medley, P.E., Utilities Director
City of McAlester
P.O. Box 578
McAlester, OK 74502

Re: Sewer Easements, Lots 47, 48 & 54, Townsite Addition No. 4

Dear Mr. Medley:

We would like to propose an extension of the previous agreements dated July 16, 2004 for Townsite Addition No. 5 easements to the above referenced Townsite Addition No. 4 easements.

The previous agreement which was approved by the Council on September 14, 2004 included the following items No. one (1) through six (6):

- 1) The right to relocate the sewer line at our expense in the event the sewer line interferes with any future development of our property.
- 2) The right to have up to 15 – 4" sewer taps at no cost to the grantor.
- 3) The right to rechannelize the creek across the easement granted as long as the sewer line is protected.
- 4) The City will recognize as dedicated roads 3 streets that (1) access Wal Mart extending to your lift station behind Wal Mart, (2) future road that will run east – west along the north side of Lowes future development and (3) the future construction of Peaceable street between Fenton's and the Holiday Inn.
- 5) Road access easement across Mr. Miller's property adjacent to the creek running north to our property. Your proposed sewer line crosses this same route. Robert Vaughan, P.E. is familiar with the request.
- 6) The right to impound water on top of your sewer line as long as the sewer line is protected.

The covenants in this agreement shall bind the parties hereto, their successors and assigns, and shall run with the Property.

Sincerely,



Roger E. Dahlgren

Acknowledged and agreed to this date, _____, day of _____, 2009.

Kevin Priddle, Mayor
City of McAlester

cc: Mehlburger Brawley, Inc.

ROGER E. DAHLGREN
15008 GAILLARDIA DRIVE
OKLAHOMA CITY, OKLAHOMA 73142

July 16, 2004

Sent via fax 918-421-4971

City of McAlester
Randy Green
City Manager
P. O. Box 578
McAlester, Oklahoma 74502

Subject: Sewer Easements

Dear Randy:

The following is an outline of conditions we would like to propose in exchange for the sewer easements needed by the city to install the new sewer line.

- 1.) The right to relocate the sewer line at our expense in the event the sewer line interferes with any future development of our property.
- 2.) The right to have up to 15 - 4" sewer taps at no cost to the grantor.
- 3.) The right to rechannelize the creek across the easement granted as long as the sewer line is protected.
- 4.) The city will recognize as dedicated roads 3 streets that (1) access Wal Mart extending to your lift station behind Wal Mart, (2) future road that will run east-west along the north side of Lowes future development and (3) the future construction of Peaceable street between Fenton's and the Holiday Inn.
- 5.) Road access easement across Mr. Miller's property adjacent to the creek running north to our property. Your proposed sewer line crosses this same route. Robert Vaughn is familiar with the request.
- 6.) The right to impound water on top of your sewer line as long as the sewer line is protected.

If you have any questions, please feel free to call. As soon as we can consummate this agreement, Karen will sign Lowes letter of intent so they may proceed.

Roger E. Dahlgren

Acknowledged and agreed to this date, 16 day of July, 2004

Randy Green, City Manager

TELEPHONE 405-688-1534 FAX 405-688-1535 CELL 405-391-3179

Miller & Associates

120 E. Carl Albert Pkwy, McAlester, OK 74501

ph 918-426-0559 Fax 918-426-9280 e-mail TD@MILLERS-OK.com

July 16, 2004

Randy Green, City Manager
City of McAlester
P. O. Box 578
McAlester, OK 74502

RE: Roadway & Sewer Easement to Dahlgren Property

Dear Randy:

Please be advised that we are the owners of the property north of Village Boulevard that adjoins the Dahlgren property. We are willing to dedicate to the City of McAlester a roadway/sewer easement (40-50 feet) across our western most property boundary to begin at Village Blvd. and end at the Dahlgren property line.

If you have any questions regarding this matter please feel free to contact me.

Respectfully,



Terry D. Miller
Miller & Associates

Right of Way Grant or Easement

FOR AND IN CONSIDERATION OF One & No/100 DOLLARS (\$ 1.00)

to the undersigned in hand paid, the receipt of which is hereby acknowledged, I or we do hereby grant to _____

The City of McAlester, A Municipal Corporation

its successors or assigns, the right of way, of 20 feet, to lay, maintain, operate (Strike out use not applicable) a roadway ~~or a telephone line or a sewer line or other utilities, and erect, maintain~~

on, over, through or along the _____ side of the following described lands, to-wit:

A PERMANENT ~~RIGHT AND~~ UTILITY EASEMENT

*KAD by RED
ARM*

A 20 foot easement, which east line is describes as follows:

A tract of land in part of lot 54, lot 47, and lot 48, Townsite Addition No. 4 to Pittsburg County, State of Oklahoma, more particularly describes as follows:

Commencing at the southwest corner of lot 10 in the Village No. 3 Addition to the City of McAlester, thence S87°11'43"W along the northerly boundary of the Village No. 2 Addition to the City of McAlester a distance of 56.33 feet to the beginning of a curve to the right, thence along said curve to the right having a radius of 553.66 feet and a delta angle of 15°25'02" a distance of 148.98 feet (cb=N85°05'48"W, cd=148.53 feet); thence N22°34'59"E a distance of 217.82 feet; thence S60°36'38"W a distance of 64.34 to the point of beginning; thence N18°38'28"E a distance of 336.97 feet thence N14°31'50"E a distance of 844.69 feet to the beginning of a curve to the right; thence along said curve to the right having a radius of 540 feet and a delta angle of 53°51'07" a distance of 507.54 feet. (cb=N41°05'44"E, cd=789.06) thence N00°20'11"E a distance of 151.96 feet to a point on the north line of said lot 48.

of Section 17, Township 5N, Range 15E in Pittsburg County, State of Oklahoma with ingress and egress to and from the same. The Grantor, their heirs and assigns, to fully use and enjoy the said premises, except for the purpose hereinbefore granted to the grantee herein. Grantee hereby agrees to pay any damages that may arise from the laying, maintaining and operating said easement; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by said grantor, their heirs or assigns, one by the said grantee, its successors or assigns, and the third by the two so appointed, as aforesaid, and the award of such three persons shall be final and conclusive. It is hereby further agreed that the said grantee, its successor or assigns, may at any time lay an additional use alongside of the first use, as herein, subject to the same conditions; also to have the right to change the size of its use, the damages, if any, in making such change, to be paid by the said grantee.

TO HAVE AND TO HOLD the said easement unto the said Grantee, its successors and assigns, so long as the same shall be useful for the purpose desired of by said grantee which by the acceptance hereof covenants and agrees with the grantor that said utilities shall be placed so as not to interfere with the cultivation of the premises.

If for any reason the Grantee should abandon the above described tract of land for said purposes, this easement is null and void.

IN WITNESS WHEREOF, the grantors herein named have hereunto set their hands and seal this the 16th

day of June A. D. ~~19~~ 2009

Karen Dahlgren, President
(Haskell Land and Cattle Company)

ACKNOWLEDGMENT

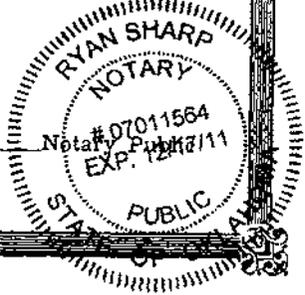
STATE OF Oklahoma }
COUNTY OF Oklahoma } SS

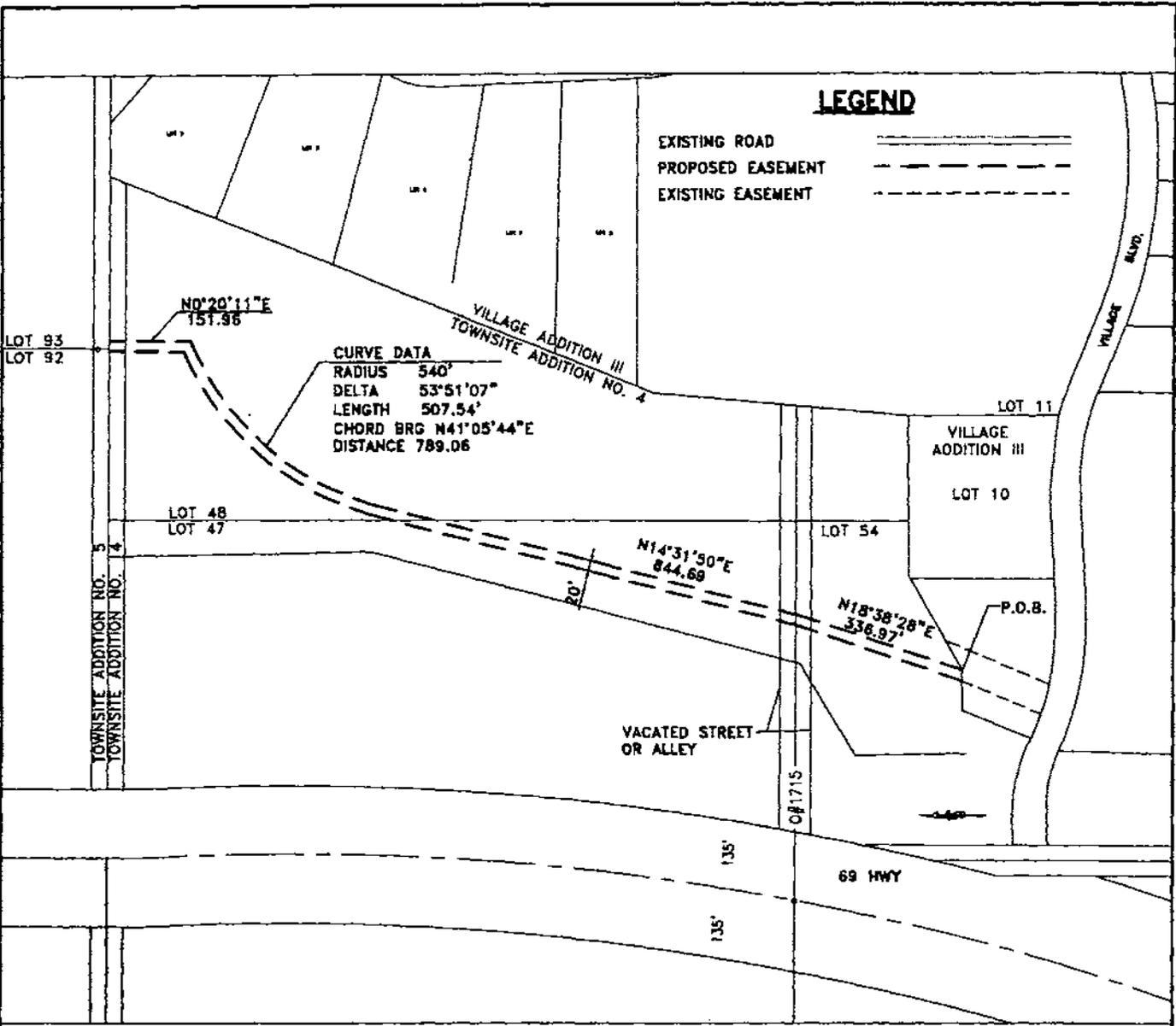
Before me, the undersigned, a Notary Public, in and for said County and State, on this 16 day of June ~~2009~~ personally appeared Karen Dahlgren and _____ to me known to be the identical person _____ who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires: 12/12/2011

[Signature]





LOCATION MAP
SCALE: 1" = 300'

**EXHIBIT
UTILITY EASEMENT**



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

719 S. GEORGE NICH EXPRESSWAY, MCALISTER, OK. 74501
(918) 420-5500 - (918) 430-5501 FAX

CITY OF McALESTER



P. O. BOX 578 • 1ST & WASHINGTON • McALESTER, OKLAHOMA 74502 • 918 423-9300 • FAX 918 421-4971

PAGE 1 OF 4

FAX 918-421-4970

*****FAX*****

DATE: 9-20-04

TO: ROGER DALBYREN

FAX# 405-608-1935

COMPANY:

FROM: GEORGE MARCANGELI

SUBJECT: MINUTES of Sept. 14, 2004 Council Meeting

MESSAGE

ROGER,

Attached, as requested, is a copy of the official minutes of the 9/14/04 council meeting. Our city council voted unanimously to approve the agreement that Randy Green signed on 7/16/04.

Please have Kara execute the sewer easements and mail them to us at your earliest convenience.

Thanks,

George Marcangeli

ERIC FASSIO
DAVE ATTEBURY
MICHAEL T. DAWKINS

COUNCIL

JAMES M. BROWN
CHARLES REPASS
LOUIS SMITHERMAN

MAYOR
DALE COVINGTON

CITY MANAGER
RANDY GREEN

I do hereby certify that I am the duly appointed, qualified, and acting City Clerk for the City of McAlester, a Municipal Corporation; that the attached copy is a true and correct reproduction of a portion of the Minutes of the Council Meeting held September 14, 2004, the original of which is on file in the Office of the City Clerk of McAlester, Oklahoma.

Witness my hand and the seal of this office, this 20th day of September 2004.

Bobbie Lanz

Bobbie Lanz, City Clerk

(SEAL)

CITY OF McALESTER
3184214970

Council Chambers
Municipal Building
September 14, 2004

The McAlester City Council met in regular session on Tuesday, September 14, 2004, at 6:00 P.M. after proper notice and agenda was posted September 10, 2004, at 5:00 P.M.

Present: Dale Covington, Greg Rock, Donnie Condit, Michael Dawkins, Dale Nave,
Charles Repass, & Louis Smitherman

Absent: None

Presiding: Dale Covington, Mayor

INVOCATION

Councilman Smitherman delivered the invocation for the opening of the meeting.

PLEDGE OF ALLEGIANCE

Mayor Covington led the Pledge of Allegiance.

CONSIDERATION OF MINUTES—PRECEDING MEETING

Minutes of the regular meeting held August 24, 2004, were approved, as distributed.

SCHEDULED BUSINESS

Swearing-In of Ward One Councilman

Associate District Judge Tom Barthel conducted the Swearing-In Ceremony of Councilman-Elect Greg Rock. The Council extended their congratulations to Councilman Rock.

Consider Action on Resolution to Demolish Structure at 1516 Park Drive

Councilman Condit moved for approval of a Resolution authorizing the demolition of the structure located at 1516 Park Drive, seconded by Councilman Nave. Before the vote was taken, Wendell Cook, owner of the property addressed the Council, stating that he had received his notice regarding this property and advised that four (4) of the items listed in the letter were in the process of being contracted for work. He said the remaining items were of a cosmetic nature, and there was no structural damage. Mr. Cook was reminded that he had promised the Council over a year ago that this property would be cleaned up and repaired, and to date, a permit had never been obtained. After a discussion regarding the property, and several comments from neighboring residents, Councilman Smitherman made a motion to revise the Resolution to give Mr. Cook a 60-day extension to bring the property into compliance, however, the motion died for lack of a second. The vote to approve the Resolution was then taken as follows:

AYE: Councilmen Rock, Condit, Dawkins, Nave, Repass, Smitherman, & Mayor Covington
NAY: None

Mayor Covington declared the motion carried.

Consider Action on Ordinance to Vacate a Portion of an Alley Located in "The Springs" Addition

An Ordinance was presented to close a portion of an alley located in "The Springs" Addition.

ORDINANCE NO. 2179

AN ORDINANCE TO NULL, VACATE, AND CLOSE A PART OF THE N.10' OF THE W.209.63' OF LOT 5 IN BLOCK 2, AND S.10' OF LOT 5, AND THE S.10' OF THE W.94.83' OF LOT 6 IN BLOCK 1, OF "THE SPRINGS" ADDITION, CITY OF McALESTER, PITTSBURG COUNTY, STATE OF OKLAHOMA, GRANTING OWNERSHIP TO SAID PROPERTY TO THE ABUTTING PROPERTY OWNERS; AND DECLARING AN EMERGENCY.

Councilman Rock moved for approval of ORDINANCE NO. 2179, seconded by Councilman Condit. The vote was taken as follows:

AYE: Councilmen Condit, Dawkins, Nave, Repass, Smitherman, Rock, & Mayor Covington
NAY: None

Mayor Covington declared the motion carried.

Councilman Smitherman moved for approval of the **EMERGENCY CLAUSE**, seconded by Councilman Rock. The vote was taken as follows:

AYE: Councilmen Condit, Dawkins, Nave, Repass, Smitherman, Rock, & Mayor Covington
NAY: None

Mayor Covington declared the motion carried.

Consider Action on Interlocal Government Agreement Renewal with the Town of Kiowa
Councilman Nave moved for approval of an Interlocal Government Agreement renewal with the Town of Kiowa, seconded by Councilman Dawkins. It was explained this Agreement was for the Town of Kiowa to pay \$5.00 per day per cat or dog to utilize the McAlester Animal Shelter. Before the vote was taken, Councilman Nave moved to amend the Agreement to add a 30-day cancellation clause, seconded by Councilman Smitherman. The vote was taken on the amendment as follows:

AYE: Councilmen Dawkins, Nave, Repass, Smitherman, Rock, Condit, & Mayor Covington
NAY: None

Mayor Covington declared the motion carried.

The vote was then taken on the Agreement, as amended, as follows:

AYE: Councilmen Dawkins, Nave, Repass, Smitherman, Rock, Condit, & Mayor Covington
NAY: None

Mayor Covington declared the motion carried.

Consider Action on CIP No. 11 Sewer Easements

Councilman Dawkins moved for approval of a Consent Agreement between Roger Dahlgren and the City of McAlester, seconded by Councilman Rock. It was explained this Consent Agreement was requested before signed easements could be obtained to construct a major sewer line for the CIP Contract No. 11 Sewer Improvements Project. The vote was taken as follows:

AYE: Councilmen Nave, Repass, Smitherman, Rock, Condit, Dawkins, & Mayor Covington
NAY: None

Mayor Covington declared the motion carried.

Consider Action on Airport Hangar Bid Award

Councilman Smitherman moved for approval of the bid award for the Aircraft Storage Hangars to Southeastern Construction in the amount of \$290,750.00. The motion was seconded by Councilman Repass, and the vote was taken as follows:

AYE: Councilmen Repass, Smitherman, Rock, Condit, Dawkins, Nave, & Mayor Covington
NAY: None

Mayor Covington declared the motion carried.



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>July 14, 2009</u>	Item Number:	<u>10</u>
Department:	<u>Utilities</u>	Account Code:	<u>30-5211403</u>
Prepared By:	<u>David Medley</u>	Budgeted Amount:	<u>\$491,000</u>
Date Prepared:	<u>June 30, 2009</u>	Exhibits:	<u>None</u>

Subject

Agreement with Mr. Sam Scott, Owner of Walnut Grove Living Center, to obtain utility easements in Townsite Addition No. 4 for the 14th Street and Village Blvd. Utility Extension Project.

Recommendation

Motion to approve the agreement with Mr. Sam Scott of Walnut Grove Living Center and authorize the Mayor to sign after review and approval by the City Attorney's Office.

Discussion

This agreement provides for a boring of a driveway at Walnut Grove Living Center in lieu of open cut as is currently in the plans and specifications for the project. This will require a change order for this extra work. The project contract has a unit price of \$275 per linear foot for boring. To bore this 40 foot driveway will require approximately \$11,000. This agreement also requires all areas disturbed by the construction be graded smooth, fertilized, topsoil and sod placed subject to the property owner's reasonable satisfaction. This is a standard practice in all City utility contracts. Special attention of the Contractor and Construction Inspector will be brought to this requirement however.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u>DRM</u>	<u>6/30/09</u>
City Manager	<u>MBR</u>	<u>7/7/09</u>



Mr. Sam Scott, Owner
Walnut Grove Living Center
3500 Haskell Blvd.
Muskogee, OK 74403

Re: Utility Easement, Lot 90 Townsite Addition No. 4 to Pittsburg County,
State of Oklahoma;

Dear Mr. Scott,

The City of McAlester agrees to the following in exchange for the utility easement on the above referenced property and more specifically described on the easement document.

1. Existing driveway to the property will not be closed to allow full access by emergency vehicles at all times. Construction will be performed by boring utilities underneath.
2. The areas disturbed by utility construction will be returned to as is or better condition and will be graded smooth, topsoiled, fertilized and sodded. Final approval of clean up and grading will be subject to property owner's reasonable satisfaction.

We value your business's benefit to the City of McAlester and if you agree to the terms of this letter and easement, please execute and return to us at your earliest convenience. We have received bids on the project and plan on construction activities this summer.

Acknowledge and agreed to this date, _____ day of _____, 2009.

Kevin Priddle, Mayor
City of McAlester

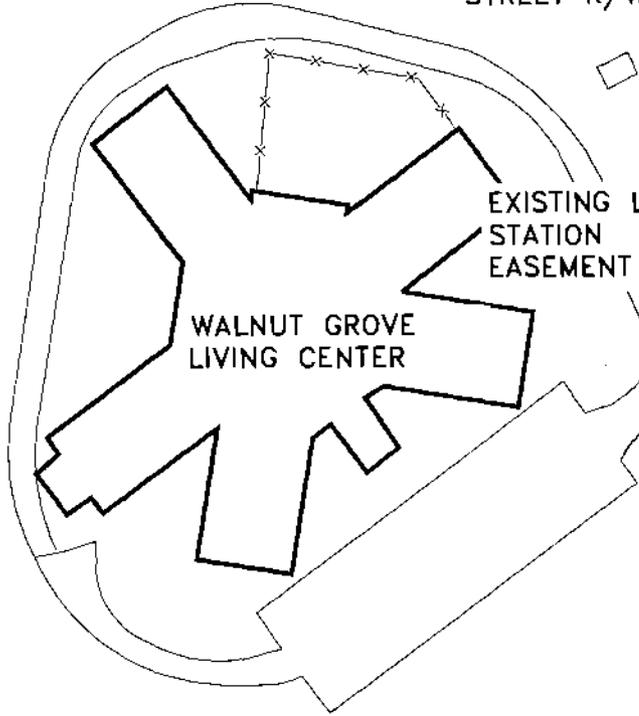
cc: Mehlburger Brawley, Inc.

TOWNSITE ADDITION NO. 4

LOT 90

EXISTING 14TH STREET R/W

LOT 91



PROPOSED EASEMENT BOUNDARY

20'

287.88'

FOURTEENTH STREET

U.S. 69 BYPASS

EXISTING H/W RIGHT OF WAY

LOCATION MAP
SCALE: 1" = 100'

EXHIBIT
LOT 90

20' UTILITY EASEMENT



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

719 S. GEORGE HIGH EXPRESSWAY, MCALESTER, OK. 74501
(918) 420-5500 · (918) 420-5501 FAX

(ORDER BY NUMBER)

Right of Way Grant or Easement

FOR AND IN CONSIDERATION OF One & No/100 DOLLARS (\$ 1.00)

to the undersigned in hand paid, the receipt of which is hereby acknowledged, I or we do hereby grant to _____

The City of McAlester, A Municipal Corporation

its successors or assigns, the right of way, of 20 feet, to lay, maintain, operate (Strike out use not applicable) ~~xxxxxx of pipe line, a telegraph or telephone line, a water line, a sewer line or other utilities, and erect, maintain~~

on, over, through or along the South & East side of the following described lands, to-wit:

PERMANENT UTILITY EASEMENT

The Southerly 20 feet of that part of lot 90 lying north of U.S. Highway #69 in Townsite Addition NO. 4 to Pittsburg County, State of Oklahoma;

And;

The westerly 20 feet of the easterly 50 feet of that part of lot 90 lying south of a 50 foot easement for an existing lift station and lying north of U.S Highway #69, the same being the southerly 287.88 feet of the westerly 20 feet of the easterly 50 feet that part of lot 90, lying north of U.S. Highway #69 in Townsite Addition No. 4, Pittsburg County, State of Oklahoma

of Section 18, Township 5N, Range 15E in Pittsburg County, State of Oklahoma

with ingress and egress to and from the same. The Grantor, their heirs and assigns, to fully use and enjoy the said premises, except for the purpose hereinbefore granted to the grantee herein. Grantee hereby agrees to pay any damages that may arise from the laying, maintaining and operating said easement; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by said grantor, their heirs or assigns, one by the said grantee, its successors or assigns, and the third by the two so appointed, as afore-said, and the award of such three persons shall be final and conclusive. It is hereby further agreed that the said grantee, its successor or assigns, may at any time lay an additional use alongside of the first use, as herein, subject to the same conditions; also to have the right to change the size of its use, the damages, if any, in making such change, to be paid by the said grantee.

TO HAVE AND TO HOLD the said easement unto the said Grantee, its successors and assigns, so long as the same shall be useful for the purpose desired of by said grantee which by the acceptance hereof covenants and agrees with the grantor that said utilities shall be placed so as not to interfere with the cultivation of the premises.

If for any reason the Grantee should abandon the above described tract of land for said purposes, this easement is null and void.

IN WITNESS WHEREOF, the grantors herein named have hereunto set their hands and seal this the _____

day of _____ A. D., ~~19~~ 2009

(Walnut Grove Living Center, Inc.)

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } SS

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 19____, personally appeared _____ and _____ to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires: _____ Notary Public

STATE OF _____
COUNTY OF _____ } SS

ACKNOWLEDGMENT, Applicable for lands in Oklahoma, Kansas, Nebraska, North and South Dakota, Arizona, Colorado, Indiana, Mississippi, Oregon, Wyoming and/or New Mexico.

BE IT REMEMBERED, That on this _____ day of _____, A. D., 19____, before me, a Notary Public in and for said County and State, personally appeared _____

_____ to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.

My commission expires: _____ Notary Public

CORPORATION ACKNOWLEDGMENT (Oklahoma Form)

STATE OF _____ County of _____, ss:

On this _____ day of _____, A. D., 19____, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared _____ to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its _____ President and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires: _____ Notary Public

When instrument is executed by a corporation, the corporate name must be shown and instrument signed by its President or Vice-President and attested by its Secretary or Assistant Secretary and the Corporate Seal affixed.

NOTARY ACKNOWLEDGMENT of SIGNATURE BY MARK (Oklahoma Form)

STATE OF _____ County of _____, ss:

Before me, _____, a Notary Public in and for said County and State on this _____ day of _____, 19____, personally appeared _____

to me known to be the identical person who executed the within and foregoing instrument by _____ mark in my presence and in the presence of _____

as witnesses and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal the day and year last above written.

My commission expires: _____ Notary Public

NOTE—The signature by mark of a lessor who cannot write his name must be witnessed by two witnesses, one of whom must write lessor's name.

FORM NO. 267-R (ORDER BY NUMBER)	RIGHT OF WAY GRANT OR EASEMENT	
	FROM _____	TO _____
Dated _____, 19____	Lot _____ Block _____ Addition _____	Section _____
Township _____	Range _____	County _____
No. of Acres _____	Terms _____	STATE OF _____ } ss. County _____
This instrument was filed for record on the _____ day of _____, 19____		
at _____ o'clock _____ M., and recorded in Book _____ of _____ at page _____ Fee \$ _____		
By _____ County Clerk.		Deputy.
RETURN TO _____		

TEXAS ACKNOWLEDGMENTS

THE STATE OF TEXAS, County of _____, ss:
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____

known to me to be the person whose name _____ subscribed to the foregoing instrument, and acknowledged to me that _____ he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and the seal of this office, this _____ day of _____, A.D., 19____

THE STATE OF TEXAS, County of _____, ss:
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____

_____ wife of _____ known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____ acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND and the seal of this office, this _____ day of _____, A.D., 19____



MEHLBURGER BRAWLEY

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

June 17, 2009

David Medley, Utilities Director
City of McAlester / McAlester Public Works Authority
PO Box 578
McAlester, OK 74502-0578

Re: South US 69 Bypass Sewer Extension
Work Order MC-09-04

Dear Mr. Medley:

Enclosed for review and execution, please find four (4) copies of Work Order No. MC-09-04. Please ask the Mayor to sign and have his signature attested on all four (4) copies of the Work Order. Please retain one copy of the Work Order for your records and return three (3) copies of to our office.

Also enclosed for your information are an updated Cost Estimate and Location Map.

We look forward to working with you on this project. Should you have any questions please do not hesitate to contact our office at (918) 420-5500.

Sincerely,

Mehlburger Brawley, Inc.

Robert Vaughan, P.E.
Project Manager

RV/mj
Enclosures

Project No. McAlester General File

cc w/enclosure:
Roger C. Ford, President, Mehlburger Brawley, Inc.



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-09-04

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: South US 69 Bypass Sewer Extension

- Project is further described as a new 10-inch sewer line from Village Blvd. to the south.
- Prepare engineering Plans and Specifications, P&S, for Sewer 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 as needed 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 necessary contract documents, which could be a Change Order to an existing construction contract.
- 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).

For performing the services described, the Engineer is to be paid on the standard fee scale outlined in the EJCDC Contract. The final fee is based on a percentage of actual construction cost. Based on an estimated construction cost of \$236,500.00 the engineering fee is to be \$24,200.00 and the Resident Project Representative fee is to be \$9,600.00. The fee for surveying and easement preparation is \$5,000.00.

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

Survey and Easement Preparation	\$ 5,000.00
Approved Design, 70% of total engineering fee	\$ 16,940.00
Bidding, 10% of total engineering fee	\$ 2,420.00
Construction, 20% of total engineering fee	\$ 4,840.00
Resident Project Representative	<u>\$ 9,600.00</u>
Total Fees	\$ 38,800.00

APPROVED:
City of McAlester

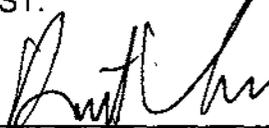
By: _____
Kevin Priddle
Mayor

ATTEST:

DATE: _____

ACCEPTED:
Mehlburger Brawley, Inc.

By: 
Dale Burke, P.E.
Vice President

ATTEST:

Robert Vaughan, P.E.
Project Manager



MEHLBURGER BRAWLEY

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

Preliminary Project Cost Estimate

City of McAlester

June 17, 2009

Page 1 of 1

US 69 Bypass Sewer Extension (Village Blvd South)

Item	Description	Unit	Qty	Unit Price	Total Price
1	10-inch PVC Sanitary Sewer Line	LF	3,300	\$ 45.00	\$ 148,500.00
2	Additional depth 10-inch PVC Sewer Line (>15ft deep)	LF	400	\$ 30.00	\$ 12,000.00
3	Standard Manholes	EA	10	\$ 3,500.00	\$ 35,000.00
4	Additional Manhole Depth (>6' depth)	VF	100	\$ 200.00	\$ 20,000.00
5	Driveway Repair	LF	100	\$ 50.00	\$ 5,000.00
6	Bore Peacable Road with 20-inch Casing	LF	80	\$ 200.00	\$ 16,000.00
Construction Total					\$ 236,500.00
10% Contingency					\$ 23,950.00
Engineering (Fee Curve, % of construction)					\$ 24,200.00
Resident Project Representative (Fee Curve, % of construction)					\$ 9,600.00
Survey and Easement Preparation					\$ 5,000.00
DEQ Construction Permit					\$ 750.00
Estimated Project Cost					\$ 300,000.00

Advantage of this option is the property along 69 Highway from Village Blvd to 14th Street on the south side will have access to sewer as well as future development along Peacable Road. Also this extension could be added into the current construction contract if the contractor agrees to extend the contract, saving time and lower construction costs.

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

ACEC

AMERICAN COUNCIL OF ENGINEERING COMPANIES



**National Society of
Professional Engineers**
Professional Engineers in Private Practice

ASCE American Society
of Civil Engineers



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)

MCALESTER, CITY OF

Copyright© 2004
National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
703-684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
202-347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
800-548-2723
www.asce.org

The Associated General Contractors of America
333 John Carlyle Street, Ste. 2000, Alexandria, VA 22314
703-548-3118
www.agc.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 August 28th, 2007 ("Effective Date") between
McAlester, City of ("Owner") and
NRS, 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 there under.

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:
1. *Addenda* – Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.
 2. *Additional Services* – Services to be performed for or furnished to Owner by Engineer in accordance with a Work Order which are not included in Basic Services for that Work Order.
 3. *Agreement* – This "Standard Form of Agreement between Owner and Engineer for Professional Services – Work Order Edition" including those Exhibits listed in Article 8 and any duly executed Work Order.
 4. *Application for Payment* – The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 5. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 6. *Basic Services* – Specified services to be performed for or furnished to Owner by Engineer in accordance with a Work Order.
 7. *Bid* – The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 8. *Bidding Documents* – The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.
 9. *Change Order* – A document recommended by Engineer, which is signed by a Contractor and Owner to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times.
 10. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law,

rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

11. *Construction Agreement* – The written instrument which is evidence of the agreement, contained in the Contract Documents, between Owner and a Contractor covering the Work.
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

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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
		Attachment 1 – Work Orders
	A	Schedule of Engineer's Services
	B	Schedule of Owner's Responsibilities
	C	Payments to Engineer for Services and Reimbursable Expenses
	D	Schedule of Duties, Responsibilities and Limitations of Authority of Resident Project Representative
	E	Notice of Acceptability of Work (Form)
	F	Construction Cost Limit
	G	Not Used
	H	Not Used
	I	Not Used
	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."

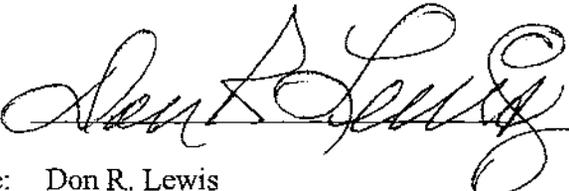
8.03 *Designated Representatives*

- 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: McAlester ,City of

ENGINEER: NRS, Inc.

By: 

By: 

Name: Don R. Lewis

Name: Dale Burke Jr. P.E.

Title: Mayor

Title: Vice-President

Engineer License or Firm's
Certificate No. (if required by law) 5201

State of: Oklahoma

Date Signed: 08/28/07

Date Signed: 8/28/07

Address for giving notices:

Address for giving notices:

McAlester ,City of

NRS, Inc.

P.O. Box 578

521 S. 2nd Street

McAlester, OK 74502

McAlester, OK 74501

DESIGNATED REPRESENTATIVE
(see Paragraph 8.03.A):

DESIGNATED REPRESENTATIVE
(see Paragraph 8.03.A):

George Marcangeli

Robert Vaughan, P.E.

Title: City Engineer

Title: Project Manager

Phone Number: 918-423-9300 x4992

Phone Number: (918) 420-5500

Facsimile Number: 918-423-4943

Facsimile Number: (918) 420-5501

E-Mail george.marcangeli@cityofmcalester.com

E-Mail robertvaughan@nrsok.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 August 28th, 2007.

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 August 28th, 2007.

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 August 28th, 2007.

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 August 28th, 2007.

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

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

(Appendix 1 to Exhibit C – Fee Schedule)

This is **Appendix 2 to Exhibit C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 28th, 2007.

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

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 August 28th, 2007.

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.

2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by a Contractor and consult with Engineer concerning acceptability.
3. *Conferences and Meetings.* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
4. *Liaison*
 - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent, and assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents.* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. *Shop Drawings and Samples*
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Specific Project Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. *Modifications.* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. *Review of Work and Rejection of Defective Work*
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Specific Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does

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 August 28th, 2007.

NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER: MCALESTER, CITY OF

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION AGREEMENT:

CONSTRUCTION CONTRACT DATE:

ENGINEER: NRS, INC.,

To: McAlester, City of
OWNER

And To: _____
CONTRACTOR

From: NRS, 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 there under 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 August 28th, 2007.

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.



McAlester City Council

AGENDA REPORT

Meeting Date:	07-14-2009	Item Number:	12
Department:	Police	Account Code:	
Prepared By:	Jim Lyles	Budgeted Amount:	\$256,500.00
Date Prepared:	07-02-2009	Exhibits:	3

Subject

Purchase nine (9) new equipped police package cars.

Recommendation

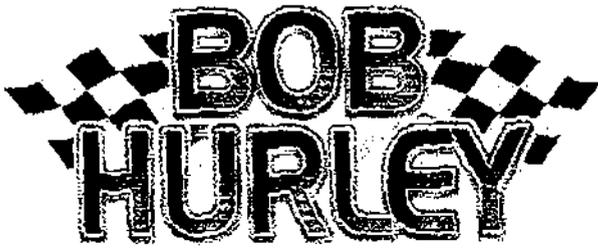
Approval to purchase nine (9) new equipped patrol cars from Bob Hurley Ford in OKC. We also recommend financing with monthly payments from The First National Bank & Trust Co. of McAlester since the monthly interest rate is lower than the yearly rate. This is a cost savings of approximately \$6,000.00.

Discussion

Several of the police department patrol cars need to be replaced. We are requesting replacing nine 2000 model Ford Crown Vics. These 2000 models have very high mileage and have high maintenance costs. We will be purchasing through Bob Hurley Ford (State Contract) in Oklahoma City. These cars will come equipped with all emergency equipment except radars, radios and decals. The cost of each patrol car is \$26,851.00. We have new radios in inventory and ready to be placed in the new cars. We will be purchasing nine radars from the manufacturer (Custom Signals) for \$1,500.00 each including shipping. We will have decals placed on the cars from Signs by Jade, in McAlester in the amount of \$195.00 each. Total purchase price for each unit is \$28,546.00 and a grand total of \$256,914.00

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	JL	07-02-2009
City Manager	MBR	7/7/09



copcars@bobhurleyford.com



Government Sales

405-239-2700

877-239-2707

fax: 405-239-2705

McAlester P.D.

Option #

State Contract # 0070-06-10-100

Price

2009 Ford Crown Victoria Police Interceptor

- White Exterior/Dark Interior
- Cloth Front Buckets/Rear Vinyl Bench
- 4.6L V8 / Automatic
- Power Locks/Windows/Mirrors
- Power Adjustable Pedals
- Side Airbags
- Speed Control/Tilt Wheel
- Noise Suppression Bands
- Full Size Spare
- Anti-Lock Brakes
- AM/FM Radio
- Carpet/Mats
- Limited Slip Axle
- Driveside Spotlight
- Bodyside Moldings
- Keyless Entry
- Anti-Theft
- Front Wiring
- Solid Color Paint

- #38
- #32
- #46
- #41
- #47
- #39
- #42

- Whelen Avenger Red/Blue -- Dash
- Whelen Siren/Switchbox
- Whelen 100W Speaker
- Troy 16" Console/Armrest
- Headlight Flashers
- Taillight Flashers
- 6-LED Red/Blue (4)Grill (2)Mirrors
- 2-Whelen Avengers Red/blue Rear Deck
- Whelen Rear Talon Red/Blue
- Antenna/Coax
- Instalation

Total \$26,851.00

P.O. BOX 2262

OKLAHOMA CITY, OK

73101-2262

FROM :

FAX NO. :8656920030

Jun. 30 2009 01:33PM P2



Quotation

Page 1 of 1

KUSTOM SIGNALS, INC.
 A SUBSIDIARY OF PUBLIC SAFETY EQUIPMENT, INC
 9326 Plumm, Lenexa KS 66215-3347
 913-492-1400 Fax 913-492-1703
 sales@kustomsignals.com www.kustomsignals.com

Date 06/30/2009
 To... DARRELL MILLER
 MC ALESTER POLICE DEPT
 1ST AND WASHINGTON- CITY HALL
 PO BOX 388
 MC ALESTER OK 74502-0119

Quote # 18599974273608
 Terms Net 30
 This Quote Expires on 09/28/2009
 Phone 918-423-1212
 Fax 918-426-6225

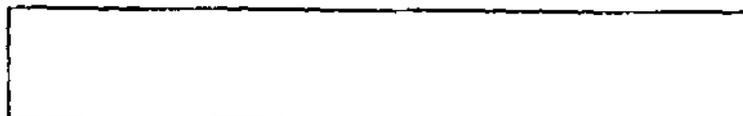
Qty	Product Description	UnitPrice	SubTotal
9	RAPTOR RP-1, DUAL K-BAND ANTENNA, DIRECTIONAL & SAME LANE MODE	\$1,495.00	\$13,455.00
9	SHIPPING & HANDLING COSTS	\$5.00	\$45.00
* QUANTITY DISCOUNT PRICING *			
MOUNTS 050-0802-00			
WIRELESS REMOTES			

Total \$13,500.00

* Applicable Sales Tax Not Included

Signature

Valery Rice



Toll Free 800-4KUSTOM (800-458-7866)



INVOICE / STATEMENT

SIGNS by Jade

343 E. Choctaw
McAlester, OK 74501

918 423-0041
1-800-734-5233

"A business with no sign is a sign of no business"

Vehicles · Windows · Banners · Magnetic · Wood · Plastic · Metal · Painted · Lighted · Vinyl Lettering

McAlester Police Dept.
40 Darrell Miller
424-5336

7/1/09

All jobs half down - Balance upon completion

*Multiple Colored Lettering
FOR (9) New Patrol Cars
(INSTALLED)*

BALANCE

\$1755⁰⁰

Thank You! It is a pleasure doing business with you.



Roi Nelson
President / CEO

July 3, 2009

Sherry Alessi
Assistant City Treasurer
City of McAlester
McAlester, Oklahoma

Dear Sherry:

I appreciate the opportunity for allowing First National Bank & Trust Co. to assist you on a tax exempt lease purchase arrangement for the purpose of purchasing and equipping 9-2009 Ford Crown Victoria Police Interceptor vehicles in addition to the purchase of a 2009 Ford Ranger pickup along with a standard animal control box.

I submit the following for your consideration:

Lease Purchase Amount-\$277,613.00

- Interest rate for a 5 year monthly payment-4.55%
- Interest rate for a 5 year annual payment-4.75%

These rates are good until August 3, 2009. Please keep in mind we must fund directly from the lease to the seller of the vehicles and accessories.

If you have any questions please feel free to contact me anytime.

Sincerely,

A handwritten signature in black ink, appearing to read "Roi Nelson". The signature is written in a cursive style with a long, sweeping underline.

Roi Nelson
President/CEO



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>07-14-2009</u>	Item Number:	<u>13</u>
Department:	<u>Police</u>	Account Code:	<u></u>
Prepared By:	<u>Jim Lyles</u>	Budgeted Amount:	<u>\$22,000</u>
Date Prepared:	<u>07-02-2009</u>	Exhibits:	<u>2</u>

Subject

Purchase one Animal Control Vehicle and transport unit.

Recommendation

Approval to purchase one Animal Control Vehicle and transport unit from Wolverine Coach. We also recommend financing with monthly payments from The First National Bank & Trust Co. of McAlester since the monthly interest rate is lower than a yearly rate with a cost savings of approximately \$6,000.00.

Discussion

We have two Animal Control Officers and only one operable truck at this time. We need to purchase one new truck and transport unit to replace a 2002 model. This 2002 model is inoperable due to mechanical problems and the repairs cost more than the vehicle is worth. We are requesting purchasing the truck from Bill Knight Automotive (State Contract) in the amount of \$15,949.00 and a new transport unit from Wolverine Coach in the amount of \$4,750. This will be a total amount of \$20,699.00.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u>JL</u>	<u>07-02-2009</u>
City Manager	<u>MBR</u>	<u>7/7/09</u>



Fleet and Commercial Center

9607 S. Memorial Dr.
Tulsa, OK 74133
Phone: (918) 526-2392
Fax #: (918) 526-2393
Email: gherring@billknightauto.com

Greg
Herring
Q# 280-6187
Unitek Ford

Fax Quote:

To: Darrell	From: Greg Herring
Fax: 426 6225	Pages: 2
Phone: 423 9380 x 4943	Date: 06/29/2009
Re:	CC:

Urgent For Review Please Comment Please Reply Please Recycle

• Comments: State Of Oklahoma contract # 0070-48-08-100-2 2009 FORD RANGER S/C

BASE PRICE	\$ 14,989.00
Item # 48 power windows locks	\$ 345.00
Item # 16 radio	\$ 315.00
Item # 18 A/T tires	\$ 300.00

TOTAL STATE PRICE \$ 15,949.00

CNGP530

VEHICLE ORDER CONFIRMATION

06/29/09 17:22:39

Dealer: F52305

=>

2009 RANGER

Page: 1 of 2

Order No: 1149 Priority: H4 Ord FIN: QA250 Order Type: 5B Price Level: 920

Ord PEP: 864A Cust/Flt Name:

PO Number:

RETAIL

RETAIL

R44 4X2 SPT SUP CB \$21675

T7R .P235 OWL A/T

126" WHEELBASE

X95 .3.55 REG AXLE

YZ OXFORD WHITE CC

FRT LICENSE BKT NC

R 60/40 CLOTH

5000 GVWR NC

F MED DK FLINT

51C P235 A/T SPARE 110

864A PREF EQUIP PKG

52N CRU CTL/TLT WHL 385

.SPORT TRIM

TOTAL BASE AND OPTIONS 24295

.BLK VINYL

PWR EQUIPMENT PKG DISC (405)

.SKID PLATE(S)

TOTAL 23890

.AIR CONDITIONER

THIS IS NOT AN INVOICE

.AM/FM W/CD

TOTAL PRICE EXCLUDES COMP PRICE ALLOW

.FOG LAMPS

.SECURILOCK

* MORE ORDER INFO NEXT PAGE *

99E .4.0L SOHC V6

F8=Next

44D 5-SPD AUTO O/D 1000

CNGP530

VEHICLE ORDER CONFIRMATION

06/29/09 17:19:46

Dealer: F52305

=>

2009 RANGER

Page: 2 of 2

Order No: 1149 Priority: H4 Ord FIN: QA250 Order Type: 5B Price Level: 920

Ord PEP: 864A Cust/Flt Name: CITY OF TULSA

PO Number:

RETAIL

RETAIL DLR INV

794 PRICE CONCESSN

SHIP-TO: 52M305

907 PWR EQUIP GRP 405

Bill Knight Ford

SP DLR ACCT ADJ

Tulsa, OK

SP FLT ACCT CR

5 U.S. GAL GAS

B4A NET INV FLT OPT NC

PRICED DORA NC

DEST AND DELIV 720

ETA = Aug 5th

TOTAL BASE AND OPTIONS 24295

PWR EQUIPMENT PKG DISC (405)

TOTAL 23890

THIS IS NOT AN INVOICE

TOTAL PRICE EXCLUDES COMP PRICE ALLOW



BILL KNIGHT FORD FLEET & COMMERCIAL CENTER
9607 S MEMORIAL DRIVE, TULSA, OK 74133
(918) 526-2392 Phone, (918) 523-2393 Fax
(918) 609-6021 Mobile
www.billknightauto.com, GHERRING@BILLKIGHTAUTO.COM

GREG HERRING
FLEET SALES MANAGER

F1=Help

F2=Return to Order

F9=View Trailers

S005 - INQUIRY IS COMPLETE.

QC05246



Wolverine Coach Company

56100 S. Main Street
Mattawan, MI 49071-9322

Estimate

DATE	ESTIMATE NO.
6/18/2009	61609-2

NAME / ADDRESS
MCALESTER COUNTY 48 EAST WASHINGTON MCALESTER OK 74501 1-918-423-1212 1-918-426-6225 FAX

			PROJECT
DESCRIPTION	QTY	COST	TOTAL
STANDARD ANIMAL CONTROL BOX WHITE	1	2,800.00	2,800.00
TRAP DOOR PASSENGER SIDE	1	150.00	150.00
SHIPPING & INSTALLED	1	1,800.00	1,800.00
Please call if you have any questions 269-668-3794			TOTAL \$4,750.00

SIGNATURE _____

Phone #
269 668-3794



Roi Nelson
President / CEO

July 3, 2009

Sherry Alessi
Assistant City Treasurer
City of McAlester
McAlester, Oklahoma

Dear Sherry:

I appreciate the opportunity for allowing First National Bank & Trust Co. to assist you on a tax exempt lease purchase arrangement for the purpose of purchasing and equipping 9-2009 Ford Crown Victoria Police Interceptor vehicles in addition to the purchase of a 2009 Ford Ranger pickup along with a standard animal control box.

I submit the following for your consideration:

Lease Purchase Amount-\$277,613.00

- Interest rate for a 5 year monthly payment-4.55%
- Interest rate for a 5 year annual payment-4.75%

These rates are good until August 3, 2009. Please keep in mind we must fund directly from the lease to the seller of the vehicles and accessories.

If you have any questions please feel free to contact me anytime.

Sincerely,

A handwritten signature in black ink, appearing to read "Roi Nelson". The signature is written in a cursive style with a long, sweeping underline.

Roi Nelson
President/CEO



McAlester City Council **AGENDA REPORT**

Meeting Date: July 14, 2009
Department: Tourism/Expo
Prepared By: Jerry Lynn Wilson
Date Prepared: July 6, 2009

Item Number: 14
Account Code: _____
Budgeted Amount: _____
Exhibits: _____

Subject

Consider, and act upon, a Partnership Request by Eastern Oklahoma State College for the use of the Southeast Expo Center for the College & Career Day scheduled October 8th & set up October 7th, 2009, by partnering with them in the amount of \$2,250.00.

Recommendation

Consider approval of Partnership Request in the amount of \$2,250.00.

Discussion

Attached hereto is a copy of the Southeast EXPO Center Rental Policy and Procedure, which was adopted by the McAlester City Council on January 8, 2008 via Resolution No. 08-04. Clause 13 of the Rules and Regulations states: "WAIVER OF RENTAL FEES – The City of McAlester will not waive any rental fees to any organizations. The City will consider partnering with organizations for educational and economic development projects if the project is open to the residents of the City of McAlester and no fee is charged to the residents of the City of McAlester. Any request for partnering must be made to the City of McAlester."

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	_____	_____

RECEIVED

JUN 29 2009



Date: June 29, 2009
To: McAlester City Council
From: Eastern Oklahoma State College
Barbara Gilbertson
Re: Request to be on the ~~July 7~~ ^{July 14 (no mtg on 7th)} Council Agenda

This is a request to be placed on the agenda for the upcoming City Council Meeting. On behalf of Eastern Oklahoma State College and the Career and College Tour Committee, we wish to thank the City of McAlester and the City Council for partnering on the past Career & College Tour Programs. We had such a positive response from the 85 business and industry leaders that participated and almost 1000 students from public and private schools; we are already planning the next Career and College Tour for October 8, 2009 and request that the city again partner with us. We would also like to request a fee waiver for the use of the Southeast EXPO Center for the event. We look forward to continuing our partnership, working together for the youth of our community and for the economic development of our area.

Barbara Gilbertson

City of McAlester

"Southeast EXPO Center"

4500 W. Highway 270
McAlester, OK 74502

Phone **918/420-EXPO**
Fax **918/426-0207**

Partnership Request

Date of Request: July 6, 2009

Name: Barbara Gilbertson
Organization: Eastern Oklahoma State College
McAlester, OK 74501
Phone #: 918/470-8727

Date of Event: October 8th, 2009 and set up day of October 7, 2009
Description of Event: Career and College Tour Program
Description & Rate of Scheduled Room: Room 101 & 103 (2 day) \$750.00
Expo Hall (2 day) \$1,500.00

TOTAL OF REQUEST \$2,250.00

APPROVED PARTNERSHIPS

2008/09 PARTNERSHIP TOTAL BUDGETED AMOUNT:	<u>\$5,000.00</u>		
APPROVED PARTNERSHIP TOTAL AMOUNT FOR 200/10 BUDGET YEAR TO DATE:	<u>\$ -0-</u>		
Approved Groups	Requested Date	Event Date/s	Amount
2009/10 BUDGETED AMOUNT BALANCE	<u>\$5,000.00</u>		

Council Chambers
Municipal Building
June 23, 2009

The McAlester Airport Authority met in a Regular session on Tuesday, June 23, 2009, at 6:00 P.M. after proper notice and agenda was posted June 18, 2009.

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

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

- **Approval of Minutes from the June 9, 2009, Regular Meeting of the McAlester Airport Authority.** *(Cora Middleton, City Clerk)*
- **Confirm action taken on City Council Agenda Item D regarding the Claims for the period of June 10, 2009 through June 23, 2009.** *(Sherry Alessi, Assistant Chief Financial Officer)* In the amount of \$664.52.
- **Confirm action taken on City Council Agenda Item 1 an Ordinance amending Ordinance No. 2299 which established the Budget for Fiscal Year 2008/2009; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency.** *Mark B. Roath, City Manager)*
- **Confirm action taken on City Council Agenda Item 2 an Ordinance adopting the budget of the City of McAlester, Oklahoma for the Fiscal Year 2009/2010; providing for a severability clause; and declaring an emergency.** *(Mark B. Roath, City Manager)*
- **Confirm action taken on City Council Agenda Item 5 authorizing the Mayor to sign a Renewal Letter with United Healthcare, in the amount of \$1,540,332, for the period of July 1, 2009 to June 30, 2010.** *(Mark B. Roath, City Manager)*

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

AYE: Trustees Garvin, Mason, Fiedler, Browne, Wilkinson & 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. Wilkinson. The vote was taken as follows:

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

Chairman Priddle declared the motion carried.

Kevin Priddle, Chairman

ATTEST:

Cora Middleton, Secretary

Council Chambers
Municipal Building
June 23, 2009

The McAlester Public Works Authority met in a Regular session on Tuesday, June 23, 2009, at 6:00 P.M. after proper notice and agenda was posted June 18, 2009.

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

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

- **Approval of Minutes from the June 9, 2009, Regular Meeting of the McAlester Public Works Authority.** *(Cora Middleton, City Clerk)*
- **Confirm action taken on City Council Agenda Item D regarding the Claims for the period of June 10, 2009 through June 23, 2009.** *(Sherry Alessi, Assistant Chief Financial Officer)* In the amount of \$206,478.36.
- **Confirm action taken on City Council Agenda Item 1 an Ordinance amending Ordinance No. 2299 which established the Budget for Fiscal Year 2008/2009; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency.** *Mark B. Roath, City Manager)*
- **Confirm action taken on City Council Agenda Item 2 an Ordinance adopting the budget of the City of McAlester, Oklahoma for the Fiscal Year 2009/2010; providing for a severability clause; and declaring an emergency.** *(Mark B. Roath, City Manager)*
- **Confirm action taken on City Council Agenda Item 5 authorizing the Mayor to sign a Renewal Letter with United Healthcare, in the amount of \$1,540,332, for the period of July 1, 2009 to June 30, 2010.** *(Mark. B. Roath, City Manager)*

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

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

Chairman Priddle declared the motion carried.

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

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

Chairman Priddle declared the motion carried.

ATTEST:

Kevin Priddle, Chairman

Cora Middleton, Secretary