



# McAlester City Council

## NOTICE OF MEETING

### Regular Meeting Agenda

Tuesday, August 11, 2009 – 6:00 pm  
McAlester City Hall – Council Chambers  
28 E. Washington

Kevin E. Priddle.....	Mayor
Chris B. Fielder.....	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](http://www.cityofmcalester.com) within the required time frame.*

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

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

### CALL TO ORDER

*Announce the presence of a Quorum.*

### INVOCATION & PLEDGE OF ALLEGIANCE

- J.T. Carnell, Pastor of the Church of the Nazarene

### 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 the Minutes from the July 14, 2009, Regular Meeting of the McAlester City Council.** *(Cora Middleton, City Clerk)*
- B. **Approval of Claims ending Jun 30, 2009.** *(Sherry Alessi, Assistant City Financial Officer)*
- C. **Approval of Claims for July 29, 2009 through August 11, 2009.** *(Sherry Alessi, Assistant City Financial Officer)*

## **ITEMS REMOVED FROM CONSENT AGENDA**

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### **PUBLIC HEARING**

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

- **Public Hearing:** An Ordinance amending Ordinance No. 2337 which established the budget for fiscal year 2009-2010; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency

### **SCHEDULED BUSINESS**

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1. **Consider, and act upon, a request by Make a Difference Day Committee for the City to designate Saturday, October 24, 2009, as Make a Difference Day in McAlester.** *(Maureen Harrison, Petitioner)*

#### Executive Summary

This agenda item involves declaring October 24, 2009 as "Make a Difference Day."

2. **Consider, and act upon, a Resolution supporting the participation in the 2009 Oklahoma Main Street Program with the goal of revitalizing the Historic Central Business District.** *(Donny Lenington, Executive Director, McAlester Main Street)*

#### Executive Summary

This agenda item involves a Resolution supporting the McAlester Main Street Program.

3. **Consider, and act upon, authorizing the Mayor to sign a lease agreement with EASTOK for corporate hanger #30 at the McAlester Municipal Airport for a period of one year.** *(Mel Priddy, Community Services Director)*

#### Executive Summary

This agenda item involves the lease of a City owned airport hangar to EASTOK for \$1,700.00 per month.

4. **Consider, and act upon, a donation of \$90,000.00 by Bob Wallace to the Community Services Department for improvements to and completion of the skateboard park in Connally Park.** *(Mel Priddy, Community Services Director)*

#### Executive Summary

This agenda item involves a \$90,000 private donation, over five years, by Bob Wallace for the construction of a skateboard facility in Connally Park.

5. Consider, and act upon, an Ordinance amending Ordinance No. 2337 which established the budget for fiscal year 2009-2010; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Mark B. Roath, City Manager)*

Executive Summary

This agenda item involves a budget amendment for certain proposed expenditures not funded in the adopted budget for this fiscal year.

6. Consider, and act upon, Change Order No. 2 for the 2008 Water Treatment Plant Modifications Enhanced Coagulation Project with Northern Equipment Co., Inc. of Grove, Oklahoma. *(David Medley, Utilities Director)*

Executive Summary

This agenda item involves a Change Order reconciling the final quantities and results in a subtraction of \$136.80 to the Contract amount.

7. Consider, and act upon, the final Contractor's Pay Estimate No. 9 for the 2008 Water Treatment Plant Modifications Enhanced Coagulation Project. *(David Medley, Utilities Director)*

Executive Summary

This agenda item involves the final pay estimate for the "WTP Modifications Enhanced Coagulation Project."

8. Consider, and act upon, Change Order No. 1 for the 14<sup>th</sup> St. & Village Blvd. Utility Extensions Project with Bravo Construction Inc. of Wilburton, Oklahoma. *(David Medley, Utilities Director)*

Executive Summary

This agenda item involves a change order of an additional \$20,629.45 for the above project.

9. Consider, and act upon, a renewal of the Business Customer Service Agreement for one year with United States Cellular Corporation related to wireless communication service. *(Mark B. Roath, City Manager)*

Executive Summary

This agenda item involves a one year renewal of cellular telephone service with U.S. Cellular Corporation.

10. Consider, and act upon, an Agreement for Engineering Services with Meshek & Associates, Inc. for Phase II Stormwater Management Program, Years 4 and 5, for the City of McAlester to meet DEQ requirements. *(John Modzelewski, Public Works Director/City Engineer)*

Executive Summary

This agenda item involves Phase II, Stormwater Management Program.

## **NEW BUSINESS**

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

## **CITY MANAGER'S REPORT**

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

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RECESS COUNCIL MEETING**CONVENE AS McALESTER AIRPORT AUTHORITY**

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*Majority of a Quorum required for approval*

- **Approval of the Minutes from the July 28, 2009, Regular Meeting of the McAlester Airport Authority.** *(Cora Middleton, City Clerk)*
- **Confirm action taken on City Council Agenda Item B regarding the Claims ending June 30, 2009.** *(Sherry Alessi, Assistant Chief Financial Officer)*
- **Confirm action taken on City Council Agenda Item C regarding the Claims for the period of July 29, 2009 through August 11, 2009.** *(Sherry Alessi, Assistant Chief Financial Officer)*

ADJOURN MAU**CONVENE AS McALESTER PUBLIC WORKS AUTHORITY**

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*Majority of a Quorum required for approval*

- **Approval of the Minutes from the July 28, 2009, Regular Meeting of the McAlester Public Works Authority.** *(Cora Middleton, City Clerk)*
- **Confirm action taken on City Council Agenda Item B regarding the Claims ending June 30, 2009.** *(Sherry Alessi, Assistant Chief Financial Officer)*
- **Confirm action taken on City Council Agenda Item C regarding the Claims for the period of July 29, 2009 through August 11, 2009.** *(Sherry Alessi, Assistant Chief Financial Officer)*
- **Confirm action taken on City Council Agenda Item 5 regarding an Ordinance amending Ordinance No. 2337 which established the budget for fiscal year 2009-2010; 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 6 regarding a Change Order No. 2, for the 2008 Water Treatment Plant Modifications Enhanced Coagulation Project with Northern Equipment Co., Inc. of Grove, Oklahoma.** *(David Medley, Utilities Director)*
- **Confirm action taken on City Council Agenda Item 7 regarding the final Contractor's Pay Estimate No. 9 for the 2008 Water Treatment Plant Modifications Enhanced Coagulation Project.** *(David Medley, Utilities Director)*
- **Confirm action taken on City Council Agenda Item 8 regarding a Change Order No. 1 for the 14<sup>th</sup> St. & Village Blvd. Utility Extensions Project with Bravo Construction Inc. of Wilburton, Oklahoma.** *(David Medley, Utilities Director)*
- **Confirm action taken on City Council Agenda Item 9 regarding a renewal of the Business Customer Service Agreement for one year with United States Cellular Corporation related to wireless communication service.** *(Mark B. Roath, City Manager)*
- **Confirm action taken on City Council Agenda Item 10 regarding an Agreement for Engineering Services with Meshek & Associates, Inc., for Phase II Stormwater**

**Management Program, Years 4 and 5, for the City of McAlester to meet DEQ requirements.** *(John Modzelewski, Public Works Director/City Engineer)*

ADJOURN MPWA

RECONVENE COUNCIL MEETING

**ADJOURNMENT**

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**CERTIFICATION**

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

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Cora M. Middleton, City Clerk

Council Chambers  
Municipal Building  
July 14, 2009

The McAlester City Council met in regular session on Tuesday, July 14, 2009, at 6:00 P.M. after proper notice and agenda was posted, July 8, 2009, at 9:11 A.M.

### **CALL TO ORDER**

Mayor Priddle called the meeting to order.

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

- Charles Neff, Pastor, First United Methodist Church

### **ROLL CALL**

Council Roll Call was as follows:

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

Absent: None

Presiding: Kevin E. Priddle, Mayor

Staff Present: Mark Roath, City Manager; Pete Stasiak, Planning & Community Development  
Director; Dave Medley, Utilities Director; William J. Ervin, Jr., City Attorney and  
Karen Boatright, Deputy 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.*

- 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)*

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 Minutes from the June 23 2009, Regular Meeting of the McAlester City Council.** *(Cora Middleton, City Clerk)*

Vice-Mayor Garvin moved for approval of Minutes from the June 23, 2009, Regular Meeting of the McAlester City Council. The motion was seconded by Councilman Fiedler.

Before the vote, Councilman Mason asked if the City Manager had been notified of the amended scheduling order. Mr. Ervin stated that they had not received the amended scheduling order, and

it should have stated that the scheduling order would be available within ten (10) days of being filed with the District Court.

Mayor Priddle commented that the minutes needed to be amended to say “that the amended scheduling order would be furnished within ten (10) days of filing with the District Court.”

Councilman Mason commented that Mr. Ruminer had stated that the Council would be furnished with a letter explaining that the previous application had been a preliminary application and he would furnish the Council with a copy of that letter. He noted that he would like the minutes to reflect that the letter had not been received. He then inquired about the status of the grant and stated that he had heard that it had been awarded. Mr. Stasiak said that the City had not submitted the final application, but he had been notified through an email that the grant had been awarded to the City.

Mayor Priddle stated that the motion would be to approve the Minutes from the June 23 2009, Regular Meeting of the McAlester City Council with the above mentioned amendment.

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

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

NAY: None

Mayor Priddle declared the motion carried.

### **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 seeking funding assistance from the Oklahoma Department of Commerce. This funding is available through the Community Development Block Grant (CDBG) 2009 State Small Cities Program and to discuss 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). 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, Condit & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried and the Public Hearing was opened at 6:09 P.M.

- **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).**

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.

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

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

NAY: None

Mayor Priddle declared the motion carried and the Public Hearing was closed at 6:10 P.M.

### **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”.*

Mayor Priddle announced that this had been skipped at the previous meeting and therefore there would be two (2) properties of the month. He reviewed the requirements to meet the nomination and then announced the two properties as follows:

Don and Christie Schuller at 610 E. South Street

Eric and Georgia Horne at 800 W. Coal

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.*

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

Before the vote, Pete Stasiak addressed the Council stating that this had been adopted a month ago. Mayor Priddle stated that then there would be no need for action on the item tonight.

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.*

**ORDINANCE NO. 2328**

**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).**

Councilman Wilkinson moved for approval of ORDINANCE NO. 2328, seconded by Vice-Mayor Garvin.

Before the discussion, Pete Stasiak distributed revised copies of the Ordinance based on the comments by City Attorney William J. Ervin, Sr. He added that there had been no negative comments related to the rezoning. He commented that the individuals purchasing this property would be building a veterinary clinic.

There was a brief discussion concerning the condition of 14<sup>th</sup> Street and the railroad crossing at that location.

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

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

Mayor Priddle declared the motion carried.

- 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.*

Councilman Browne moved to approve the Land Use Acceptance and accompanying map to grant Use Permitted After Review. The motion was seconded by Councilman Condit.

Before the vote, Pete Stasiak explained that this was an existing car wash "Mega Splash" and they were planning to expand to add another car wash bay and equipment room, two (2) dog washes and a restroom and garage area for a detail shop. This had been heard by the Planning Commission and had been approved unanimously to send to the Council.

Councilman Browne asked that there be no loitering signs added to help curtail the noise level.

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

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

NAY: None

Mayor Priddle declared the motion carried.

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.*

Councilman Fiedler moved to approve a Land Use Acceptance and accompanying map to grant Use Permitted After Review. The motion was seconded by Vice-Mayor Garvin.

Before the vote, Pete Stasiak explained that this was for the new City of McAlester Fire Emergency Complex located off of Village Avenue. He stated that under the current zoning was R-3 (Multi-Family Residential) and public buildings are permitted after review.

Councilman Mason inquired as to why on the Use Permitted After Review Land, Use Acceptance form the issuance of the building permit for said Development as hereby authorized by the McAlester City Council, knowing that the Contractor usually takes out the building permit. Mr. Stasiak stated that he would look into that and get back with the Council. Councilman Mason stated that he would like to amend this, and to maybe table this until the next meeting, so that Mr. Stasiak could come back with the information. Councilman Mason moved to strike the wording "the issuance of the building permit for said Development as hereby authorized by the McAlester City Council" on the Use Permitted After Review Land, Use Acceptance. Mayor Priddle seconded the motion.

Mayor Priddle clarified that the motion was to approve a Land Use Acceptance and accompanying map to grant Use Permitted After Review, striking the language, the issuance of the building permit for said Development as hereby authorized by the McAlester City Council.

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

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

NAY: None

Mayor Priddle declared the motion carried.

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.*

Councilman Fiedler moved to approve a roadway easement for CenterPoint Energy on Steven Taylor Boulevard at the end of the cul-de-sac. The motion was seconded by Councilman Browne.

Before the vote, Pete Stasiak distributed maps to the Council; he then explained that his department had been approached by representatives of CenterPoint Energy regarding an easement at the end of the cul-de-sac on Steven Taylor Boulevard in the Industrial Park. He commented that this would give them access to their facilities. He added that they were requesting to grade and rock the road and install a locked gate. A key would be given to the City if required.

There was discussion among the Council and Manager Roath regarding any language in the document that would limit or deny access to others if the City at some time decided to sell or lease adjoining property in the future, granting an easement on a public road, losing the availability of approximately twenty eight (28) acres and giving CenterPoint permission to gravel the road and build a gate.

Mayor Priddle moved to table this item and send to the City Manager and City Attorney to develop a solution. The motion was seconded by Councilman Fiedler.

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

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

Mayor Priddle declared the motion carried.

- 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.*

Councilman Mason moved to approve an 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. The motion was seconded by Vice-Mayor Garvin.

Before the vote, Pete Stasiak addressed the Council explaining that this property was owned by the City and to his knowledge had no plans or need for the property. He explained that Oklahoman's for Independent Living had partnered with Accessible Space, Inc. (ASI) to purchase this land for \$1.00 contingent upon ASI receiving funding for the project from the Department of Housing and Urban Development (HUD). He added that he believed this was to

be a thirteen (13) unit housing development for low-income senior. He then introduced Mr. Dan Billmark, Director of Real Estate Development for ASI.

Mr. Billmark addressed the Council explaining that ASI was the nations' largest provider of Section 811 housing. He added that this development would continue as Section 811 housing past the four (4) year requirement.

There was discussion among the Council concerning the interpretation of the purchase option, the City Attorney's opinion of the sale of the land and all recommendations of the opinion be addressed. During the discussion, Councilman Mason requested that the City Attorney's opinion be included verbatim in the minutes of this meeting. That opinion is as follows:

"From: William Ervin [<mailto:ervinlaw@sbcglobal.net>]  
Sent: Monday, July 06, 2009 2:47 PM  
To: Peter Stasiak  
Cc: Mark Roath  
Subject: City Authority to Sell Land to a Non Profit Organization

Dear Peter:

This is to respond to your inquiry of June 30, 2009 regarding the City's authority to sell land to a qualified non-profit organization for the sum of one dollar to facilitate its acquisition of a grant to build a 13 unit public housing apartment complex.

My general answer to your question is yes, the City can sell land it owns to a qualified non-profit organization for a nominal sum for such public purpose. However, there are some qualifying conditions for such sale.

First, the City's authority to sell land comes under Article 3 Sec. 3. 06 of the City's Charter. If valued at more than \$50,000.00, the sale would have to be approved by a majority of electors at an election held for such purpose or by passage of a non emergency ordinance by the City Council with public notice thereof and an election, if a valid petition for referendum is filed within 30 days. No such conditions exist for real property valued at less than \$50,000.00. These requirements presuppose the further condition that the real property be appraised in order to determine if the land's value is more or less than \$50,000.00. In my opinion, this would be a City responsibility and would not be met by ASI's HUD appraisal called for in paragraph 11(e) of the Option Agreement with ASI.

Second, the City possesses limited authority to sell real property under state statute Title 11 Okl. Stat. Sec. 22-101 provided the land was not acquired for and dedicated to a public use. I am assuming, given the amount and location of the land in question, that it was probably acquired by deed and without expending any dedicated public funds.

I have reviewed the Option Agreement proposed between the City of McAlester as Seller and Accessible Space, Inc. (ASI), a Minnesota non-profit corporation as Purchaser, dated May 22, 2009. I do consider the Option Agreement to establish a valid legal obligation upon the City

to sell a one year option to purchase the land described in it, with possible extensions thereof, upon the terms and conditions contained for the sum of one dollar (\$1.00) for the option and the sum of one dollar (\$1.00) for the land, if the option is exercised, regardless of its actual fair market value. I also reviewed the attached resolution and found it to be appropriate for the City Council's action.

The only reason such sale would be considered legal is if the purpose for which such sale is made for a nominal sum serves a valid public purpose beneficial to the City's citizens as a whole. Public housing has been established as such purpose. It is my recommendation that any document conveying title to such property to ASI contain a reversionary clause conditioned upon failure to continue such public use for which the real property was originally acquired. I further believe it would be in order to require ASI to produce a currently dated letter from IRS showing it to be a qualified tax-exempt organization.

If you require anything further in this matter, please let me know. I will return your file to you on this matter unless you pick it up first.

Bill"

Mayor Priddle asked Councilman Mason if he wished to amend the motion to include the recommendations of the City Attorney.

There was further discussion concerning paragraph 15 of the purchase option agreement.

Mayor Priddle moved to amend the motion to state approval of an 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, subject to requirements stated the City Attorney's email and possible modification of dates at a later time if appropriate. The motion was seconded by Councilman Fiedler.

Before the vote, there was discussion among the Council regarding the dates in the resolution and those dates needing to be advanced two (2) months.

Mayor Priddle restated the motion as approval of an 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, subject to requirements stated the City Attorney's email and the dates being advanced two (2) months.

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

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

Mayor Priddle declared the motion carried.

**8. Waiver of building and inspection fees for an apartment complex located between 9<sup>th</sup> and Adams and 9<sup>th</sup> 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.*

Councilman Browne moved to approve a Waiver of building and inspection fees for an apartment complex located between 9<sup>th</sup> and Adams and 9<sup>th</sup> and Jefferson. The motion was seconded by Councilman Fiedler.

Before the vote, Pete Stasiak explained that this was another property that was going to be developed by Accessible Space, Inc. He stated that these fees were calculated to be approximately \$4,500.00.

There was discussion, among the Council and Mr. Billmark concerning Resolution No. 08-03, the City's stance on waiving fees, if this project qualified for five to one funding for matching, the possibility of donating the fees as was done in a previous development, the time frame of the project and if there was any labor that the City could donate to help with the in-kind contribution.. It was pointed out that the amount that was donated was actually less than the total amount of fees received by the City. Councilman Mason suggested that the Council construct a budget amendment in the amount or \$4,500.00 to donate or contribute to the development.

Mayor Priddle moved to table the item and direct the City Manager to work up a budget amendment in the amount of \$4,500.00 to address this issue.

There was discussion among the Council concerning Resolution No. 08-03 and the possibility of a workshop to re-address the issues that lead to the development of Resolution No. 08-03.

Mayor Priddle restated the motion to table the item and direct the City Manager to work up a budget amendment in the amount of \$4,500.00 to address this issue. The motion was seconded by Councilman Condit.

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

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

NAY: None

Mayor Priddle declared the motion carried.

**9. Agreement with Mr. Roger Dalgren to obtain utility easement in Townsite Addition No. 4 for the 14<sup>th</sup> 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.*

Councilman Browne moved to approve an Agreement with Mr. Roger Dalgren to obtain utility easement in Townsite Addition No. 4 for the 14<sup>th</sup> Street and Village Blvd. Utility Extension Project. The motion was seconded by Councilman Condit.

Before the vote, David Medley addressed the Council explaining that this would obtain for the City a 20' wide by 1800' long utility easement and would be used by the 14<sup>th</sup> Street and Village Boulevard utility extension project. He added that this did not give Mr. Dalgren any additional sewer taps but increased the area for utilization of those taps.

There was discussion among the Council about the monetary value of 15 sewer taps and if the City would be tapping those lines at a later time.

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

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

Mayor Priddle declared the motion carried.

**10. Agreement with Mr. Sam Scott, Owner of Walnut Grove Living Center, to obtain utility easements in Townsite Addition No.4 for the 14<sup>th</sup> 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.*

Councilman Browne moved to approve an Agreement with Mr. Sam Scott, Owner of Walnut Grove Living Center, to obtain utility easements in Townsite Addition No.4 for the 14<sup>th</sup> Street and Village Blvd. Utility Extension Project. The motion was seconded by Councilman Condit.

Before the vote, David Medley explained that this agreement would obtain a 20' wide by approximately 1000' long utility easement along Highway 69 bypass. He added that this would require boring of a driveway at Walnut Grove Living Center in lieu of an open cut across the 40' driveway.

There was discussion among the Council as to why the easements were being obtained after the projects had been approved and bid and if a previous easement on Mr. Scott's property had been obtained.

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

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

Mayor Priddle declared the motion carried.

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.*

Councilman Fiedler moved to approve 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. The motion was seconded by Councilman Wilkinson.

Before the vote, David Medley explained that this project would extend sewer services between Riverside Auto Complex and the New Covenant Church.

There was a brief discussion among the Council concerning extending the current contractors agreement.

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

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

NAY: None

Mayor Priddle declared the motion carried.

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.*

Councilman Condit moved to approve the purchase of nine (9) new equipped police package cars. The motion was seconded by Councilman Fiedler.

Before the vote, Assistant Police Chief Darrell Miller addressed the Council explaining that several of the patrol cars needed to be replaced and that they were 2000 models with very high mileage. This purchase had been budgeted in the current years' budget. Manager Roath commented that a lease purchase had been quoted by First National Bank and that the payment for this year would not be over the amount that had been budgeted.

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

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

NAY: None

Mayor Priddle declared the motion carried.

**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.*

Councilman Browne moved to approve the purchase of one Animal Control Vehicle and transport unit. The motion was seconded by Councilman Fiedler.

Before the vote, Assistant Police Chief Darrell Miller explained that the department had two Animal Control Officers and only one vehicle. He added that the purchase of this vehicle would allow more availability of the Officers.

Councilman Browne inquired about an Animal Control Officer being available on the weekends.

Assistant Police Chief Darrell Miller stated that there was an officer scheduled for duty for every day of the week unless they were on vacation or sick.

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

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

NAY: None

Mayor Priddle declared the motion carried.

**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 8<sup>th</sup> & set up October 7<sup>th</sup>, 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.*

Vice-Mayor Garvin moved to approve a Partnership Request by Eastern Oklahoma State College for the use of the Southeast EXPO Center for the College & Career Day scheduled October 8<sup>th</sup> & set up October 7<sup>th</sup>, 2009, by partnering with them in the amount of \$2,250.00. The motion was seconded by Councilman Condit.

Before the vote, Ms. Barbara Gilbertson addressed that Council explained that they had partnered with the College for this event for the past two (2) years. She stated that they had appreciated the City's help.

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

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

NAY: None

Mayor Priddle declared the motion carried.

## **NEW BUSINESS**

Councilman Wilkinson reported that he and the City had been contacted by Markwest Oklahoma Gas Co. last Thursday. He stated that he, Mr. Stasiak and Mr. Ervin, Sr. had worked on this item to bring it before the Council.

Mr. Stasiak addressed the Council explaining that Markwest was requesting an easement across a portion of city owned property. He added that this was the last piece that they needed to move their gas to their pipeline.

Glen Jones addressed the Council explaining that the company had attempted to solve this problem by crossing another piece of property but those owners did not want a pipeline across their land.

There was discussion among the Council and Mr. Jones about the number of acres, the condition of the property, where the pipeline would cross and if Markwest had considered offering to purchase a right of way across the land.

Mr. Jones indicated that Markwest was paying property owners \$85.00 per rod and per the contract the company would restore the land to its natural condition as soon as reasonably possible.

Councilman Mason asked if this was an item for discussion tonight and it would be brought back at a later date. Manager Roath commented that this could be voted on tonight considering the time needed to complete this project. Vice-Mayor Garvin inquired about the possibility of this opening any future drilling.

Mr. Jones stated that yes it should but he could not predict where or when that would occur.

Mayor Priddle asked if the changes recommended by the City Attorney had been made to the final agreement. Mr. Stasiak stated that the agreement that the Council had been given was the corrected or changed agreement. Mr. Ervin stated that the Council could vote on this.

Councilman Mason moved that since no one was aware of this matter and Mr. Jones had stated a verbal approval would be sufficient and formally address this at the next meeting. Mayor Priddle stated he would second that motion with the clarification that the item would be only an informational item at the next meeting.

Councilman Browne commented that he felt that this was being overly complicated and that they should vote. Manager Roath agreed with Mr. Ervin and recommended that if the Council was of the mind to act positively and take a vote tonight. Mayor Priddle then withdrew his second to the verbal approval and formally ratify at the next Council meeting. There was no second and the motion died.

Councilman Wilkinson moved to approve the agreement to grant a right of way to Markwest Oklahoma Gas Company. Councilman Browne seconded the motion.

Before the vote, Manager Roath suggested that the City Attorney's opinion be entered as part of the motion. Mayor Priddle concurred with this suggestion and the opinion is as follows.

**From:** William Ervin [mailto:ervinlaw@sbcglobal.net]

**Sent:** Friday, July 10, 2009 10:01 AM

**To:** Mark Roath

**Subject:** Pipeline Right of Way Agreement - Grantor: City of McAlester - Grantee: Markwest Oklahoma Gas Co. LLC. - Tract: SW1/4 SE1/4 Sec. 4-T5N-R14E, Pittsburg County, OK.

Dear Mark:

I have reviewed the pipeline right of way agreement proposed to the City by Markwest Oklahoma Gas Co. LLC.

The agreement as presented is legally sufficient to create the grant of an easement across that property owned by the City as described in the agreement for the purposes stated and should be considered to create a perpetual encumbrance on the title of the real property in favor of grantee or its assigns should the City decide to approve and grant the easement.

I find nothing in the grant that would not be considered customary or usual. I would however mention that the provision dealing with Grantee's right of assignment is not what is typically seen. It is more typical to state that Grantee shall have the right to assign with the consent of Grantor, which consent shall not be reasonably withheld. Further, that any assignee shall continue to be responsible for all obligations and conditions of the agreement.

Further, in the To Have And To Hold clause of the agreement, there appears to be an error in the reference to "said Grantee, City of McAlester, a municipality," this should be changed to Markwest as Grantee. Also, in this clause, I would recommend striking the words that appear on the second and third line, "or useful to Grantee" as this appears to be an unnecessary extension of the grant beyond its actual use by Grantee. Further, I would strike the last sentence in this paragraph, which is a warranty of title and imposes an obligation to defend the title by the City. I am sure Grantee would take the easement without the warranty.

If further review or discussion is required, please call.

William J. Ervin, Sr."

Councilman Mason stated that he had a problem with a new business item being presented to the Council and action being taken without any prior information. He felt that this did not meet the criteria for new business.

Mayor Priddle asked Mr. Ervin if a new business item had to be an emergency to be voted on. Mr. Ervin stated that it did not.

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

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

NAY: Councilman Mason

Mayor Priddle declared the motion carried.

### **CITY MANAGER'S REPORT**

Mr. Roath distributed a press release indicating that Ms. Gayla Duke had been hired as the new Chief Financial Officer and she would start on or before August 17, 2009. He also distributed another press release indicating that Mr. John Modzelewski had been hired as the new Public Works Director/City Engineer and would begin on or before August 10, 2009.

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

Councilman Fiedler thanked Mr. Roath for getting the two positions filled. He announced that on August 16, 2009 the American Red Cross Lemonade Stand Fund Raiser would be conducted at the north door of Wal-Mart and at Chaney-Harkins Funeral Home from 11:00 A.M. until 7:00 P.M.

Councilman Condit asked who was on the Committee to negotiate the MEDS contract.

Mayor Priddle stated that it was Vice-Mayor Garvin, Councilman Wilkinson and Councilman Condit.

Vice-Mayor Garvin stated that he had tried to contact Councilman Condit with no response but he did have information that they could review after the Council meeting.

Councilman Browne thanked everyone that had attended the recycling organizational meeting.

Councilman Wilkinson urged anyone that was out in the heat to drink plenty of fluids.

Councilman Mason commented on the difficulty pronouncing the new Public Works Directors name. He then requested an update on the status of the water treatment project, stating that this was dragging out and he hoped that other contracts would not carry on as long as this one had.

David Medley reported that the project was wrapping up and the only thing outstanding was a problem with a pump. He stated that he had repeatedly contacted the Contractor and the Engineer concerning the length this contract was taking.

Mayor Priddle commented that the Fourth of July Celebration had been very good. The Chamber had conducted their preliminary talent contest and that Fox 23 would be in McAlester the last week of July and broadcast live on July 31<sup>st</sup> including the talent contest finale.

### **RECESS COUNCIL MEETING**

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

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

NAY: None

Mayor Priddle declared the motion carried, and the Regular Meeting was recessed at 8:32 P.M.

RECONVENE COUNCIL MEETING

The Regular Meeting was reconvened at 8:34 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 Mason. The vote was taken as follows:

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

NAY: None

Mayor Priddle declared the motion carried, and the meeting was adjourned at 8:35 P.M.

ATTEST:

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

\_\_\_\_\_  
Karen Boatright, Deputy Clerk

**CLAIMS FOR FY 2008/2009  
ENDING  
JUNE 30, 2009**

PACKET: 04477 CLAIMS FOR 8/11/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00010	C & B FORM SHOP					
		I-7179	01 -5211202	OPERATING SUP PO REQUEST FORMS	047241	381.69
01-C00850	CRONATRON WELDING SYSTE					
		I-8230915	01 -5862203	REPAIRS & MAI CUT OFF WHEEL, WIRE BRUSH	047242	1,191.81
01-G00130	GALL'S, AN ARAMARK CO.,					
		I-5987466300020	01 -5431207	CLOTHING ALLO CLOTHING	047244	274.45
		I-5987471900012	01 -5431207	CLOTHING ALLO CLOTHING	047244	166.08
		I-5989462601013	01 -5431207	CLOTHING ALLO CLOTHING	047244	182.87
		I-5990713000021	01 -5431207	CLOTHING ALLO CLOTHING	047244	58.47
01-H00290	HUMPHREY PLUMBING, INC.					
		I-8321	01 -5322316	REPAIRS & MAI PLUMBING: LAKE HOUSE	047247	345.90
01-I00120	INCODE					
		I-0080600	01 -5225404	MUNICIPAL COU MUN. COURT SOFTWARE	047248	375.00
		I-INV0080600	01 -5225404	MUNICIPAL COU INSTALL INCODE SOFTWARE	047248	375.00
01-M00470	MILLER BROS. ENTERPRISE					
		I-10874-06	01 -5431204	SMALL TOOLS REPAIR GARAGE DOOR	047250	325.00
01-M00570	MOORE MEDICAL CORP.					
		I-95756793	01 -5431203	REPAIRS & MAI MEDICAL SUPPLIES	047251	207.44
		I-95764769	01 -5431203	REPAIRS & MAI MEDICAL SUPPLIES	047251	65.70
		I-95782083	01 -5431203	REPAIRS & MAI MEDICAL SUPPLIES	047251	207.44
01-N00025	NASCO					
		I-143399	01 -5322202	OPERATING SUP MISC SUPPLIES	047253	640.30
01-O00060	OFFICE DEPOT, INC					
		I-479441063-001	01 -5653202	OPERATING SUP 2 FILING CABINETS	047254	1,619.98
		I-482443180001	01 -5653202	OPERATING SUP 2 FILING CABINETS	047254	58.96
		I-482443181001	01 -5653202	OPERATING SUP 2 FILING CABINETS	047254	37.99
01-O00245	OKLA. CORRECTIONS INDUS					
		I-16225	01 -5653202	OPERATING SUP SICK & VAC LEAVE SLIPS	047255	436.48
01-P00133	PATROL TECHNOLOGY					
		I-12406	01 -5431207	CLOTHING ALLO UNIFORMS	047256	180.00
		I-13393	01 -5431207	CLOTHING ALLO UNIFORMS	047256	85.00
		I-17576	01 -5431207	CLOTHING ALLO UNIFORMS	047256	66.00
		I-18529	01 -5431207	CLOTHING ALLO UNIFORMS	047256	93.00
01-S00446	SOUTHEAST TILE CO.					
		I-7878.	01 -5321316	REPAIRS & MAI SHOE BASE - RUBBER	047257	282.50
01-S00642	SPECIAL OPS UNIFORMS, I					
		I-716699	01 -5321202	OPERATING SUP STAR HIGLO BADGES	047259	247.96

PACKET: 04477 CLAIMS FOR 8/11/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
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01-S00642	SPECIAL OPS UNIFORMS, I		continued			
		I-716699	01 -5321202	OPERATING SUP SHIPPING	047259	7.00

FUND	01	GENERAL FUND	TOTAL:	7,912.02
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PACKET: 04477 CLAIMS FOR 8/11/09

VENDOR SET: 01

FUND : 02 MFWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00103	ACCURATE LABS & MINING					
		I-9G14033	02 -5974308	CONTRACTED SE STAGE 2 DBPR	047239	2,720.00
		I-9G21035	02 -5974308	CONTRACTED SE STAGE 2 DBPR	047239	1,360.00
01-B00491	BRENNTAG SOUTHWEST					
		I-BSW143452	02 -5973206	CHEMICALS CHLORINE - 4 TON	047240	2,600.00
01-D00540	DOLESE BROTHERS					
		I-62681	02 -5864202	OPERATING SUP 500 TON 1 1/2 CR -LANDFIL	047243	660.37
		I-63630	02 -5864202	OPERATING SUP 500 TON 1 1/2 CR -LANDFIL	047243	616.01
		I-64102	02 -5864202	OPERATING SUP 500 TON 1 1/2 CR -LANDFIL	047243	774.40
		I-64556	02 -5864202	OPERATING SUP 500 TON 1 1/2 CR -LANDFIL	047243	1,084.17
01-G00310	GIB'S TRANSMISSION, INC					
		I-1542	02 -5862203	REPAIRS & MAI REBUILD 4 SPD TRANSM	047245	1,450.00
		I-1542	02 -5862203	REPAIRS & MAI REMOVE/REPL TRANSMISSION	047245	400.00
		I-1542	02 -5862203	REPAIRS & MAI REV PLNETERY ASSEM	047245	200.00
01-H00075	HARRIS CONSTRUCTION SER					
		I-613933	02 -5864327	SUB TITLE D E FREIGHT- 500 TON 1 1/2 CR	047246	2,431.21
01-K00190	KEYSTONE EQUIPMENT CO.					
		I-40018	02 -5862203	REPAIRS & MAI BUCKET, CUTTING EDGE,	047249	1,063.25
01-MC0250	MCNEILUS TRUCK & MFG. I					
		I-1073288	02 -5862203	REPAIRS & MAI PUMP FOR SW-1 & FREIGHT	047252	780.15
01-S00530	SOUTHWEST CHEMICAL SERV					
		I-86191	02 -5974206	CHEMICALS 2 LOADS ALUM	047258	3,780.81
		I-86192A	02 -5974206	CHEMICALS 2 LOADS ALUM	047258	104.00
		I-86366	02 -5974206	CHEMICALS 2 LOADS ALUM	047258	3,823.38
01-T00612	TULSA FREIGHTLINER					
		I-63250530	02 -5862203	REPAIRS & MAI REPAIR SANITATION SW-3	047260	477.00
01-U00053	UTILITY SUPPLY					
		I-040288	02 -5975209	UTILITY MAINT STOCK SUPPLIES -WATER REP	047261	147.00
		I-040288	02 -5975316	REPAIRS & MAI STOCK SUPPLIES -WATER REP	047261	1,128.00
		I-040288	02 -5975333	WATER MAIN RE STOCK SUPPLIES -WATER REP	047261	52.00
		I-040289	02 -5975211	WATER METERS STOCK SUPPLIES -WATER REP	047261	38.12
		I-040289	02 -5975332	LAND IMPROVEM STOCK SUPPLIES -WATER REP	047261	80.00
		I-040289	02 -5975333	WATER MAIN RE STOCK SUPPLIES -WATER REP	047261	6.00
		I-040447	02 -5975209	UTILITY MAINT STOCK SUPPLIES -WATER REP	047261	230.00
01-W00072	WARREN CAT					
		C-CS150009109	02 -5862203	REPAIRS & MAI MOTOR HEAD W/BALVES	047262	1,233.61
		I-PS150078395	02 -5862203	REPAIRS & MAI MOTOR HEAD W/BALVES	047262	2,573.32
01-W00130	WATER PRODUCTS					

PACKET: 04477 CLAIMS FOR 8/11/09

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
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01-W00130	WATER PRODUCTS		continued			
		I-0764661-IN	02 -5975202	OPERATING SUP SUPPLIES REPAIR WATER MET	047263	3,028.25
		I-0764661-IN	02 -5975316	REPAIRS & MAI SUPPLIES REPAIR WATER MET	047263	2,736.00
			FUND 02 MPWA		TOTAL:	33,109.83

PACKET: 04477 CLAIMS FOR 8/11/09

VENDOR SET: 01

FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-H00290	HUMPHREY PLUMBING, INC.					
		I-8322	29 -5324316	REPAIRS-MAINT RETURN AIR DIGITAL THERMO	047247	259.00
01-S00446	SOUTHEAST TILE CO.					
		I-7878	29 -5324316	REPAIRS-MAINT CARPET & FLOORING	047257	650.50
01-W00270	WHITE ELECTRICAL SUPPLY					
		I-S1090660.001	29 -5324316	REPAIRS-MAINT ELECTRICAL SUPPLIES	047264	508.86
		I-S1090660.001	29 -5324316	REPAIRS-MAINT ELECTRICAL SUPPLIES	047264	39.74
		I-S1090934.001	29 -5324316	REPAIRS-MAINT ELECTRICAL SUPPLIES	047264	8.44
		I-S1095885.001	29 -5324401	CAPITAL OUTLA CH 9170 18 KVA BATTERY	047264	24,950.00
01-X00030	XYBIX					
		I-12005	29 -5324401	CAPITAL OUTLA 911 FURNITURE	047265	28,028.00
			FUND 29 E-911		TOTAL:	54,444.54
					REPORT GRAND TOTAL:	95,466.39

\*\* 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 -5211202	OPERATING SUPPLIES	381.69	8,150	91.92		
	01 -5225404	MUNICIPAL COURT SOFTWARE	375.00	33,000	0.00		
	01 -5321202	OPERATING SUPPLIES	254.96	18,500	2,451.12		
	01 -5321316	REPAIRS & MAINTENANCE	282.50	10,000	1,140.19		
	01 -5322202	OPERATING SUPPLIES	640.30	4,000	1,702.32		
	01 -5322316	REPAIRS & MAINTENANCE	345.90	1,000	305.10		
	01 -5431203	REPAIRS & MAINT SUPPLIES	480.58	12,527	128.37		
	01 -5431204	SMALL TOOLS	325.00	2,302	200.00		
	01 -5431207	CLOTHING ALLOWANCE	1,105.87	15,178	144.38		
	01 -5653202	OPERATING SUPPLIES	2,153.41	5,920	568.94		
	01 -5862203	REPAIRS & MAINT SUPPLIES	1,191.81	205,128	7,217.63		
	02 -5862203	REPAIRS & MAINT SUPPLIES	5,710.11	243,743	1,431.42		
	02 -5864202	OPERATING SUPPLIES	3,134.95	8,536	3,036.46	Y	
	02 -5864327	SUB TITLE D EXPENSE	2,431.21	300,000	8,323.70		
	02 -5973206	CHEMICALS	2,600.00	4,809	0.66		
	02 -5974206	CHEMICALS	7,708.19	394,613	4,067.97		
	02 -5974308	CONTRACTED SERVICES	4,080.00	52,230	1,280.09		
	02 -5975202	OPERATING SUPPLIES	3,028.25	34,000	443.44		
	02 -5975209	UTILITY MAINTENANCE SUPP.	377.00	30,438	147.27		
	02 -5975211	WATER METERS	38.12	34,200	1.52		
	02 -5975316	REPAIRS & MAINTENANCE	3,864.00	15,204	35.89		
	02 -5975332	LAND IMPROVEMENTS	80.00	3,100	0.74		
	02 -5975333	WATER MAIN REPAIR	58.00	33,000	0.50		
	29 -5324316	REPAIRS-MAINTENANCE	1,466.54	31,220	8,806.38		
	29 -5324401	CAPITAL OUTLAY	52,978.00	184,000	131,022.00		
	** 2008-2009 YEAR TOTALS **		95,091.39				
2009-2010	01 -5225404	MUNICIPAL COURT SOFTWARE	375.00	184,000	184,000.00		
	** 2009-2010 YEAR TOTALS **		375.00				

NO ERRORS

\*\* END OF REPORT \*\*

**CLAIMS FROM JULY 29, 2009  
THRU  
AUGUST 11, 2009**

PACKET: 04474 CLAIMS FOR 8/11/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00170	ADA PAPER CO.	I-237111	01 -5548203	REPAIRS & MAI CLEANING PRODUCTS	047111	145.99
01-A00751	ATWOODS	I-3310147	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047112	47.35
		I-3318730	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047112	17.98
		I-3320808	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047112	19.99
		I-3320847	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047112	16.98
		I-3321186	01 -5548203	REPAIRS & MAI MATERIALS FOR REPAIRS	047112	27.99
		I-3322398	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047112	24.16
		I-3322723	01 -5548203	REPAIRS & MAI MATERIALS FOR REPAIRS	047112	79.98
		I-3322939	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047112	19.99
		I-3323644	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047112	19.99
		I-3326368	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047112	24.97
		I-3326784	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047112	37.52
		I-3327568	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047112	54.81
		I-3327928	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047112	17.09
		I-3328079	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047112	46.33
		I-3328675	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047113	21.68
		I-3328723	01 -5548203	REPAIRS & MAI MATERIALS FOR REPAIRS	047113	87.34
		I-3329927	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047113	151.89
01-A00770	AUTO PARTS CO	C-845764	01 -5862203	REPAIRS & MAI STARTER FOR C-25	047114	83.44-
		I-845059	01 -5862204	SMALL TOOLS BOLT CUTTERS FOR SHOP	047114	249.14
		I-845751	01 -5862203	REPAIRS & MAI STARTER FOR C-25	047116	199.45
01-B00375	BLUE VALLEY WATER	I-5813	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	047119	283.50
01-B00486	BRADELY RAY INMAN	I-09-25777	01 -5544308	CONTRACT LABO UMPIRE FEES - 8 GAMES	047120	160.00
01-B00553	B.W.A.	I-T08053-4AS	01 -5431202	OPERATING SUP USE PERMIT FEE	047121	700.00
01-B00570	BUCK WILSON BODY SHOP I	I-1691	01 -5862203	REPAIRS & MAI REPAIR POLICE CAR UNIT 33	047122	423.00
01-C00300	CPC - CEMETERY PERPETUA	I-09-25759	01 -5215622	TRANSFERS-CCP 12 1/2 & 2ND QTR 2009	047124	1,784.60
01-E00266	ERVIN & ERVIN ATTORNEYS	I-AUGUST 2009	01 -5214302	CONSULTANTS AUGUST	047129	2,500.00
01-F00038	FED EX	I-9-264-10566	01 -5211202	OPERATING SUP RECRUIT FOR CFO	047131	25.37
		I-9-264-10566	01 -5211202	OPERATING SUP RECRUIT FOR CFO	047131	22.09

PACKET: 04474 CLAIMS FOR 8/11/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00170	FIRST NATIONAL BANK					
		I-#121 AUG 2009	01 -5865510	CAPITAL LEASE LEASE 121 ROAD GRADER	047133	3,091.82
01-F00253	FORT SMITH RESTAURANT S					
		I-1036409	01 -5542316	REPAIRS & MAI THERM REPAIR DISHWASHWASH	047134	214.22
01-G00130	GALL'S, AN ARAMARK CO.,					
		I-5952302301020	01 -5431207	CLOTHING ALLO UNIFORMS	047138	137.02
		I-5987461500012	01 -5431207	CLOTHING ALLO UNIFORMS	047138	162.34
		I-5987470300024	01 -5431207	CLOTHING ALLO UNIFORMS	047138	106.33
		I-5987473000019	01 -5431207	CLOTHING ALLO UNIFORMS	047138	86.54
		I-5989303201023	01 -5431207	CLOTHING ALLO UNIFORMS	047138	233.80
		I-5989303901010	01 -5431207	CLOTHING ALLO UNIFORMS	047138	86.54
		I-5989304401010	01 -5431207	CLOTHING ALLO UNIFORMS	047138	86.54
01-G00317	GLEN A. STONE					
		I-6610	01 -5542316	REPAIRS & MAI LAB TO PAINT WAR MEMORIAL	047140	50.00
		I-6610.	01 -5542316	REPAIRS & MAI LABOR TO PAINT PLANTERS	047140	80.00
01-G00490	GRISSOM IMPLEMENT INC					
		C-97660	01 -5862203	REPAIRS & MAI KEY CEM MOWER	047141	100.00-
		I-96705	01 -5862203	REPAIRS & MAI MOWER PARTS	047141	4,502.51
		I-96714	01 -5862203	REPAIRS & MAI GROUND ROLLER PARKS	047141	1,308.60
		I-99110	01 -5862203	REPAIRS & MAI AC AIR FILTERS	047141	307.23
01-H00180	HI LINE ELECTRIC					
		I-2077883	01 -5863203	REPAIR & MAIN SCREWS, KWIK-ON	047142	186.00
01-H00205	HOLIDAY INN EXPRESS					
		I-8964	01 -5431331	EMPLOYEE TRAV MOTEL EXPENSE	047143	159.96
		I-8965	01 -5431331	EMPLOYEE TRAV MOTEL EXPENSE	047143	159.96
01-H00303	HYDRAULIC EQUIPMENT & S					
		I-7031050	01 -5862203	REPAIRS & MAI HOST HOOK FOR SHOP	047145	130.50
01-I00000	IAFC					
		I-73025	01 -5431330	DUES & SUBSCR MEMBERSHIP DUES	047146	209.00
		I-89465	01 -5431330	DUES & SUBSCR MEMBERSHIP DUES	047146	209.00
01-I00061	IKON OFFICE SOLUTIONS,					
		I-5011938177	01 -5321308	CONTRACTED SE BASE CHARGE - RICOH	047148	15.51
		I-5011938177	01 -5321308	CONTRACTED SE BASE CHARGE - CANON	047148	74.32
01-I00110	IMPRESS OFFICE SUPPLY					
		I-028226	01 -5652202	OPERATING SUP WHITE OUT RIBBON	047149	16.50
		I-028575	01 -5211202	OPERATING SUP OFFICE SUPPLIES	047149	14.56
		I-028577	01 -5321202	OPERATING SUP MISC SUPPLIES	047149	22.98
		I-028607	01 -5211202	OPERATING SUP OFFICE SUPPLIES	047149	65.15
		I-028645	01 -5211202	OPERATING SUP OFFICE SUPPLIES	047149	15.78

PACKET: 04474 CLAIMS FOR 8/11/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-I00110	IMPRESS OFFICE SUPPLY			continued			
		I-028646	01	-5321202	OPERATING SUP MISC SUPPLIES	047149	14.67
		I-028717	01	-5321202	OPERATING SUP MISC SUPPLIES	047149	22.95
01-I00120	INCODE						
		I-80260	01	-5225349	INCODE SOFTWA MONTHLY NETWORK SUPPORT	047150	200.00
01-I00140	INDIAN NATION WHOLESALE						
		I-4848660	01	-5544202	OPERATING SUP CONCESSION SUPPLIES	047151	901.31
01-J00216	JEREMY TODD HOUSE						
		I-09-25780	01	-5544308	CONTRACT LABO UMPIRE FEES - 3 GAMES	047152	60.00
01-J00340	JIM WOOD REFRIGERATION						
		I-09-10701	01	-5548203	REPAIRS & MAI CONDENSER FOR MOTOR	047153	312.40
01-K00081	KEATON ALEXANDER						
		I-09-25784	01	-5544308	CONTRACT LABO UMPIRE FEES - 4 GAMES	047154	80.00
01-L00067	LABORATORY CONSULTANT S						
		I-024095	01	-5653348	DRUG TESTING DRUG TESTING-MONTHLY RAND	047159	50.00
		I-024159	01	-5653348	DRUG TESTING DRUG TESTING-MONTHLY RAND	047159	50.00
		I-024275	01	-5653348	DRUG TESTING DRUG TESTING - QTRLY	047159	238.80
01-L00266	LEONA PLYMATE						
		I-09-25782	01	-5544308	CONTRACT LABO UMPIRE FEES - 3 GAMES	047162	60.00
01-L00275	LEONARD & RINEER, P.C.						
		I-09-25820	01	-5214302	CONSULTANTS PROFESSIONAL SERVICES	047163	1,427.31
01-L00294	LESLIE MIZE						
		I-09-25781	01	-5544308	CONTRACT LABO UMPIRE FEES - 4 GAMES	047164	80.00
01-L00321	LEXIS NEXIS MATTHEW BEN						
		I-09-25645	01	-5652330	DUES & SUBSCR AMERICAS W/DISABIL ACT	047165	142.20
01-L00380	LOCKE SUPPLY CO.						
		I-10760087-00	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047167	10.06
		I-10764219-00	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047167	0.78
		I-10780223-00	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047167	33.16
01-L00428	LOWE'S CREDIT SERVICES						
		I-01200	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047168	336.75
		I-01257	01	-5548203	REPAIRS & MAI BUILDING SUPPLIES	047168	61.70
		I-01260..	01	-5548203	REPAIRS & MAI BUILDING SUPPLIES	047168	25.42
		I-01639	01	-5548203	REPAIRS & MAI BUILDING SUPPLIES	047168	60.09
		I-01760.	01	-5548203	REPAIRS & MAI BUILDING SUPPLIES	047168	30.41
		I-01767.	01	-5543202	OPERATING SUP MISC OPERATING SUPPLIES	047168	27.99
		I-06406	01	-5548203	REPAIRS & MAI BUILDING SUPPLIES	047168	9.48

PACKET: 04474 CLAIMS FOR 8/11/09

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-07412.	01 -5548204	SMALL TOOLS SUPPLIES FOR MAINTENANCE	047168	439.20
		I-07797	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047169	94.63
		I-08513	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047169	102.17
		I-09362	01 -5548203	REPAIRS & MAI BUILDING SUPPLIES	047169	81.37
		I-09422	01 -5548203	REPAIRS & MAI BUILDING SUPPLIES	047169	124.60
		I-09423	01 -5548204	SMALL TOOLS SUPPLIES FOR MAINTENANCE	047169	516.30
		I-09430	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047169	59.82
		I-09595	01 -5548203	REPAIRS & MAI BUILDING SUPPLIES	047169	10.76
		I-09610	01 -5548203	REPAIRS & MAI BUILDING SUPPLIES	047169	30.86
		I-09697	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047169	43.90
		I-11109	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047169	14.19
		I-11230	01 -5548203	REPAIRS & MAI BUILDING SUPPLIES	047169	35.75
		I-11678	01 -5543202	OPERATING SUP MISC OPERATING SUPPLIES	047169	290.52
		I-13351	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047170	48.43
		I-13773	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047170	124.89
		I-13851	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047170	36.72
		I-13905	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047170	79.95
		I-13934	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047170	87.63
01-M00325	MICHAEL T DAWKINS					
		I-09-25783	01 -5544308	CONTRACT LABO UMPIRE FEES - 3 GAMES	047172	60.00
01-M00340	MHM RESOURCES INC.					
		I-125AI0115835	01 -5653348	DRUG TESTING FSA MONTHLY ADMIN FEE	047173	32.75
01-M00480	MILLER GLASS					
		I-8782	01 -5431316	REPAIRS & MAI REPLACE WINDSHIELD	047174	195.00
		I-8825	01 -5542203	REPAIRS & MAI CLOSERS - RESTROOM DOORS	047174	135.90
		I-8848	01 -5544203	REPAIRS & MAI PLEXIGLAS WINDOW @ SBC	047174	72.00
01-MC0140	MCALESTER PAINT & SUPPL					
		I-032034	01 -5543206	CHEMICALS THT & SODA ASH FOR POOLS	047175	155.70
		I-032888	01 -5542203	REPAIRS & MAI EXTERIOR PAINTFOR PLANTER	047175	53.46
		I-033079	01 -5543206	CHEMICALS THT & SODA ASH FOR POOLS	047175	77.85
01-MC0145	MCALESTER PUBLIC SCHOOL					
		I-09-25773	01 -5101354	SUNBELT CLASS JR SUNBELT CLASSIC 2009	047176	6,000.00
01-MC0169	MCALESTER REG HEALTH					
		I-CITYLAB 7-1-09	01 -5653348	DRUG TESTING DRUG TESTING	047177	312.00
01-M00461	MICHAEL EUGENE BOX					
		I-09-25779	01 -5544308	CONTRACT LABO UMPIRE FEES - 7 GAMES	047179	140.00
01-M00250	MCALESTER NEWS CAPITAL					
		I-01568160	01 -5101350	ELECTIONS ELECTION PROCLAMATION	047180	293.69
		I-01568161	01 -5101350	ELECTIONS ELECTION PROCLAMATION	047180	175.01
		I-01568186	01 -5211202	OPERATING SUP PUBLICATION - AUDIT SERVI	047180	18.90

PACKET: 04474 CLAIMS FOR 8/11/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-N00250	MCALISTER NEWS CAPITAL		continued			
		I-01568225	01 -5652317	ADVERTISING & PUBLIC HEARING CDBG GRANT	047180	51.30
		I-01568508	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	047180	16.20
01-N00270	NIX CHEVROLET					
		I-101930	01 -5862203	REPAIRS & MAI HUBS, BRAKES,	047181	710.94
01-N00343	NORTHERN SAFETY CO INC					
		I-P247845701011	01 -5865202	OPERATING SUP NITRILE COATED GLOVES	047183	147.09
01-000070	OGIELA MOWER SHOP					
		I-109925	01 -5431204	SMALL TOOLS REPL BLADES FOR MOWER	047185	17.35
01-000075	O'REILLY AUTO PARTS					
		C-0230-164101	01 -5431316	REPAIRS & MAI AUTO PARTS	047186	10.00-
		C-0230-165465	01 -5431316	REPAIRS & MAI AUTO PARTS	047186	17.29-
		C-0230-166272	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	047186	175.80-
		I-0230-152639	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	047186	86.10
		I-0230-154515	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	047186	24.99
		I-0230-158831	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	047186	21.31
		I-0230-163413	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	047186	259.08
		I-0230-163665	01 -5431316	REPAIRS & MAI AUTO PARTS	047186	332.55
		I-0230-164877	01 -5431316	REPAIRS & MAI AUTO PARTS	047186	5.20
		I-0230-164889	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	047186	175.80
		I-0230-165442	01 -5431316	REPAIRS & MAI AUTO PARTS	047186	81.45
		I-0230-165574	01 -5431316	REPAIRS & MAI AUTO PARTS	047186	113.39
		I-0230-166050	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	047186	22.00
		I-0230-166260	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	047186	169.99
		I-0230-167383	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	047187	123.38
01-000592	ORTIVUS					
		I-INVO29113	01 -5431202	OPERATING SUP MONTHLY USER FEE	047191	285.00
01-P00133	PATROL TECHNOLOGY					
		I-09-25634	01 -5431204	SMALL TOOLS 4 FLASHLIGHTS	047193	394.86
01-P00210	PEPSI COLA					
		I-142380	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	047194	300.00
		I-142407	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	047194	28.80
01-P00250	PETTY CASH					
		I-09-25816	01 -5321331	EMPLOYEE TRAV MEALS & TOLLS - TO OKC	047195	17.90
		I-09-25816	01 -5431202	OPERATING SUP USPS - OVERNIGHT-FIRE DEP	047195	15.00
		I-09-25816	01 -5542203	REPAIRS & MAI JOHN DEERE TRACTOR PARTS	047195	13.50
		I-09-25816	01 -5542331	EMPLOYEE TRAV MEALS - TURF & GRASS CONF	047195	38.91
		I-09-25816	01 -5547202	OPERATING SUP ICE - CEMETERY	047195	4.54
		I-09-25816	01 -5863203	REPAIR & MAIN CDL'S - WEEKS	047195	56.50
		I-09-25817	01 -5321202	OPERATING SUP USPS	047195	5.00
		I-09-25817	01 -5321316	REPAIRS & MAI WAL-MART - PAINT - PD	047195	7.59

PACKET: 04474 CLAIMS FOR 8/11/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00250	PETTY CASH		continued			
		I-09-25817	01 -5431331	EMPLOYEE TRAV MEALS - OSFA CONF	047195	287.75
		I-09-25817	01 -5431331	EMPLOYEE TRAV MEALS - HAZMAT CONF OPS	047195	74.41
		I-09-25817	01 -5431331	EMPLOYEE TRAV MEALS - HAZMAT CONF OPS	047195	113.66
		I-09-25817	01 -5547202	OPERATING SUP ICE - CEMETERY	047195	9.07
		I-09-25817	01 -5547202	OPERATING SUP ICE - CEMETERY	047195	27.21
		I-09-25817	01 -5652202	OPERATING SUP PITTS CO COURTHOUSE-DEED	047195	3.00
		I-09-25817	01 -5865202	OPERATING SUP ICE - STREETS	047195	20.00
01-P00510	PRO-KIL PEST CONTROL					
		I-49295	01 -5548316	REPAIRS & MAI TERMITE INSPECTION	047197	196.00
01-Q00017	QUALITY JANITORIAL SUPP					
		I-003010	01 -5548202	OPERATING SUP CLEANING SUPPLIES	047198	254.94
01-R00520	RORY DAVIDSON					
		I-101073	01 -5544202	OPERATING SUP ASA SANCTION FEE	047200	480.00
01-R00541	ROY WARD					
		I-09-25778	01 -5544308	CONTRACT LABO UMPIRE FEES - 4 GAMES	047201	80.00
01-S00030	SAM'S CLUB					
		I-09-25616	01 -5865202	OPERATING SUP RENEW-STREETS, EXPO,STIPE	047202	105.00
01-S00510	SOUTHERN SUPPLY & EQUIP					
		I-48352	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047205	67.35
		I-48498	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047205	40.33
		I-48534	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047205	55.12
		I-48756	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047205	265.82
		I-48907	01 -5542203	REPAIRS & MAI REPAIR PARTS FOR MOWER	047205	214.70
		I-48908	01 -5862203	REPAIRS & MAI BLADES, AIR FILTERS,	047205	164.93
31-S00726	STAPLES BUSINESS ADVANT					
		I-13573	01 -5542202	OPERATING SUP MISC OFFICE SUPPLIES	047208	103.37
		I-16570	01 -5211202	OPERATING SUP OFFICE SUPPLIES	047208	109.99
		I-18998	01 -5211202	OPERATING SUP OFFICE SUPPLIES	047208	383.92
		I-31020	01 -5211202	OPERATING SUP OFFICE SUPPLIES	047208	269.99
		I-3122055760	01 -5225202	OPERATING SUP COMPUTER HARDWARE &	047208	183.74
		I-3122055762	01 -5225202	OPERATING SUP COMPUTER HARDWARE &	047208	104.99
		I-33235	01 -5211202	OPERATING SUP OFFICE SUPPLIES	047208	21.16
01-S00770	STATEWIDE COMMUNICATION					
		I-1586	01 -5431316	REPAIRS & MAI REPAIR MEDIC 3	047209	220.00
01-S00791	STEIDLEY & NEAL, P.L.L.					
		I-10853	01 -5214302	CONSULTANTS CITY OF MCALESTER V RAMSE	047210	623.50
01-S00913	STRATEGIC GOVERNMENT RE					
		I-4007	01 -5652331	EMPLOYEE TRAV LEADING TEAMS CONFERENCE	047211	89.00

PACKET: 04474 CLAIMS FOR 8/11/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-----						
01-S00930 SUPERIOR SIGNALS						
		I-222117	01 -5542202	OPERATING SUP TRAFFIC SIGNAL	047212	503.50
01-T00010 T. H. ROGERS LUMBER CO.						
		I-399377	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047213	68.88
		I-400272	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047213	77.89
01-T00058 BIZTEL						
		I-3589	01 -5211316	REPAIRS & MAI INSTALLED PHONE FOR CFO	047214	95.00
01-T00217 THE ST. PAUL COMPANIES						
		I-A6N4336	01 -5215323	DAMAGES HOFFMAN WATER DAMAGE	047215	1,487.50
01-T00302 TIFFANY BOATRIGHT						
		I-09-25796	01 -5544308	CONTRACT LABO SCOREKEEPER FEE - 10 GAME	047216	100.00
01-T00370 TIPPIT INSURANCE						
		I-28833	01 -5215321	AUTO INSURANC 1ST QTR AUTO/FLEET INS	047217	11,925.34
		I-28833	01 -5215322	LIABILITY INS 1ST QTR GEN LIABILITY	047217	49,730.60
		I-28846	01 -5215322	LIABILITY INS LIBRARY BOILER INS	047217	1,843.15
		I-28848	01 -5215322	LIABILITY INS GEN FUND DEP EQUIP INS	047217	9,762.75
		I-28872	01 -5215322	LIABILITY INS COURT CLERK BOND CONTINUA	047217	100.00
01-T00537 TRAVIS, WOLFF & CO, LLP						
		I-9902192	01 -5215302	CONSULTANTS PLAN ADMIN CHARGES	047218	875.00
01-T00630 TWIN CITIES READY MIX						
		I-32992	01 -5865218	STREET REPAIR CONCRETE FOR ST CUTS	047221	2,405.00
		I-33414	01 -5865218	STREET REPAIR CONCRETE FOR ST CUTS	047221	2,775.00
		I-33475	01 -5865218	STREET REPAIR CONCRETE FOR ST CUTS	047221	72.00
		I-33599	01 -5865218	STREET REPAIR CONCRETE FOR ST CUTS	047221	462.50
		I-33644	01 -5865218	STREET REPAIR CONCRETE FOR ST CUTS	047221	1,850.00
01-T00642 TWO FEATHERS PAINTING						
		I-72709	01 -5542316	REPAIRS & MAI LBR & MAT TO PAINT KITCHE	047222	500.00
01-U00130 UNITED SAFETY & CLAIMS						
		I-09-25776	01 -5215106	WORKMAN'S COM WORKERS COMP MED BILLS	047226	6,992.59
		I-AUG 2009	01 -5215106	WORKMAN'S COM SERVICE FEE FOR JULY 09	047227	1,233.75
01-W00040 WALMART COMMUNITY BRC						
		I-00238	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	047228	18.24
		I-005698	01 -5431202	OPERATING SUP OPERATING SUPPLIES	047228	322.41
		I-02194	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	047228	33.40
		I-02297	01 -5431202	OPERATING SUP OPERATING SUPPLIES	047228	94.90
		I-03314	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	047228	92.47
		I-05068	01 -5431202	OPERATING SUP OPERATING SUPPLIES	047228	31.41
		I-05158	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	047228	56.99
		I-05605	01 -5653213	SAFETY SUPPLI 100 CASES OF GATORADE	047228	498.00

PACKET: 04474 CLAIMS FOR 8/11/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-W00040	WALMART COMMUNITY BRC		continued			
		I-05726.	01 -5431202	OPERATING SUP OPERATING SUPPLIES	047228	186.60
		I-06606	01 -5321316	REPAIRS & MAI MISC SUPPLIES	047228	12.87
		I-06914	01 -5431202	OPERATING SUP OPERATING SUPPLIES	047228	2.98
		I-07398	01 -5431202	OPERATING SUP OPERATING SUPPLIES	047228	69.26
		I-07988.	01 -5321316	REPAIRS & MAI MISC SUPPLIES	047228	32.20
01-W00270	WHITE ELECTRICAL SUPPLY					
		I-S1091074.001	01 -5548204	SMALL TOOLS MATERIAL FOR REPAIRS	047230	556.65
		I-S1091966.001	01 -5548204	SMALL TOOLS MATERIAL FOR REPAIRS	047230	266.30
		I-S1093434.001	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047230	331.80
01-X00020	XEROX CORP-MAJOR ACCOUN					
		I-800532108	01 -5215312	EQUIPMENT REN XEROX LEASE - JUNE	047231	1,854.80
			FUND	01 GENERAL FUND	TOTAL:	138,081.19

PACKET: 04474 CLAIMS FOR 8/11/09

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-A00770	AUTO PARTS CO					
		C-845509	02 -5862203	REPAIRS & MAI SMALL AUOT PARTS	047114	206.77-
		I-844868	02 -5862203	REPAIRS & MAI SMALL AUOT PARTS	047114	117.81
		I-844965	02 -5862203	REPAIRS & MAI SMALL AUOT PARTS	047114	52.99
		I-844975	02 -5862203	REPAIRS & MAI STARTER FOR W-5	047114	259.52
		I-844976	02 -5862203	REPAIRS & MAI SMALL AUOT PARTS	047114	93.45
		I-845060	02 -5862203	REPAIRS & MAI SMALL AUOT PARTS	047114	20.98
		I-845063	02 -5862203	REPAIRS & MAI SMALL AUOT PARTS	047114	108.48
		I-845128	02 -5862203	REPAIRS & MAI SMALL AUOT PARTS	047114	67.94
		I-845277	02 -5862203	REPAIRS & MAI SMALL AUOT PARTS	047114	174.46
		I-845280	02 -5862203	REPAIRS & MAI SMALL AUOT PARTS	047114	223.08
		I-845369	02 -5862203	REPAIRS & MAI SMALL AUOT PARTS	047114	49.91
		I-845381	02 -5862203	REPAIRS & MAI SMALL AUOT PARTS	047114	39.19
		I-845388	02 -5862203	REPAIRS & MAI SMALL AUOT PARTS	047115	48.09
		I-845410	02 -5862203	REPAIRS & MAI SMALL AUOT PARTS	047115	52.96
		I-845476	02 -5862203	REPAIRS & MAI SMALL AUOT PARTS	047115	42.18
		I-845482	02 -5862203	REPAIRS & MAI SMALL AUOT PARTS	047115	121.73
		I-845483	02 -5862203	REPAIRS & MAI SMALL AUOT PARTS	047115	140.92
		I-845484	02 -5862203	REPAIRS & MAI SMALL AUOT PARTS	047115	203.08
		I-845485	02 -5862203	REPAIRS & MAI SMALL AUOT PARTS	047115	196.12
		I-845510	02 -5862203	REPAIRS & MAI SMALL AUOT PARTS	047115	151.01
		I-845534	02 -5862203	REPAIRS & MAI SMALL AUOT PARTS	047115	42.86
		I-845565	02 -5862203	REPAIRS & MAI SMALL AUOT PARTS	047115	74.70
		I-845572	02 -5862203	REPAIRS & MAI SMALL AUOT PARTS	047115	45.04
		I-845587	02 -5862203	REPAIRS & MAI SMALL AUOT PARTS	047115	23.68
		I-845598	02 -5862203	REPAIRS & MAI SMALL AUOT PARTS	047115	85.40
		I-845642	02 -5862203	REPAIRS & MAI SMALL AUOT PARTS	047116	68.19
		I-845720	02 -5862203	REPAIRS & MAI SMALL AUOT PARTS	047116	83.44
		I-845752	02 -5862203	REPAIRS & MAI SMALL AUOT PARTS	047116	51.35
01-B00043	B & S SUPPLY, INC.					
		I-59340	02 -5862203	REPAIRS & MAI NUTS, BELTS, WASHERS,	047117	765.84
01-B00360	BLUE BOOK (USA)					
		I-856248	02 -5975333	WATER MAIN RE HYDRANT & VALVE SETTER	047118	325.14
01-C00010	C & B FORM SHOP					
		I-7181	02 -5216202	OPERATING SUP VALIDATOR PAPER	047123	100.00
		I-7181	02 -5216202	OPERATING SUP VALIDATOR PAPER- SHIPPING	047123	25.41
01-C00669	CONTINENTAL RESEARCH CO					
		I-1143176	02 -5973206	CHEMICALS BACTO DOSE SHOCK	047125	1,069.00
		I-317282-CRC-1	02 -5973203	REPAIRS & MAI BACTA DOSE OF INSECTICIDE	047125	1,136.97
01-D00140	DATAMATIC, LTD					
		I-IN-0000011825	02 -5216202	OPERATING SUP LITHIUM BATTERY RR CX	047126	95.34
01-F00037	FASTENAL					
		I-OKMC81120	02 -5862203	REPAIRS & MAI OIL DRI CLAY	047130	288.00

PACKET: 04474 CLAIMS FOR 8/11/09

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00038	FED EX					
		I-9-264-10566	02 -5871202	OPERATING SUP RECRUIT FOR PW ENG	047131	19.42
01-F00310	FRONTIER INTNL. TRUCKS					
		I-772094	02 -5862203	REPAIRS & MAI CYLINDER, HEAD, PUMP	047136	998.97
01-G00010	G & C RENTAL CENTER, IN					
		I-638	02 -5864312	EQUIPMENT REN RENTAL ON DOZER	047137	3,100.00
01-G00490	GRISSOM IMPLEMENT INC					
		I-96754	02 -5973316	REPAIRS & MAI FILTERS, BLADES, SPARK PL	047141	348.27
01-H00223	HOPKINS PROPANE					
		I-13399	02 -5862205	PETROLEUM PRO 800 GAL DIESEL	047144	1,438.88
01-I00020	I B T, INC					
		I-5108288	02 -5974203	REPAIRS & MAI AIRLINES & FITTING	047147	476.48
01-I00110	IMPRESS OFFICE SUPPLY					
		I-028472	02 -5972202	OPERATING SUP OFFICE SUPPLIES	047149	9.98
		I-028537	02 -5216202	OPERATING SUP LASER PAPER - 1 YR SUPPLY	047149	1,740.00
		I-028584	02 -5972202	OPERATING SUP OFFICE SUPPLIES	047149	55.69
		I-028677	02 -5972202	OPERATING SUP OFFICE SUPPLIES	047149	82.02
01-K00190	KEYSTONE EQUIPMENT CO.					
		I-40017	02 -5862203	REPAIRS & MAI LINK, WASHER, SNAP RING	047157	660.50
		I-40019	02 -5862203	REPAIRS & MAI RIMS FOR W-9 BACKHOE	047157	935.00
01-L00082	LANDFILL EQUIPMENT					
		I-2521	02 -5864312	EQUIPMENT REN RENTAL ON LF COMPACTOR	047161	7,500.00
01-L00428	LOWE'S CREDIT SERVICES					
		I-01133	02 -5975209	UTILITY MAINT SUPPLIES - CONCRETE, ETC	047168	162.43
		I-01268	02 -5975209	UTILITY MAINT SUPPLIES - CONCRETE, ETC	047168	52.60
		I-01590	02 -5975209	UTILITY MAINT SUPPLIES - CONCRETE, ETC	047168	59.91
		I-01682	02 -5975209	UTILITY MAINT SUPPLIES - CONCRETE, ETC	047168	10.84
		I-07349	02 -5975209	UTILITY MAINT SUPPLIES - CONCRETE, ETC	047168	152.12
		I-901480	02 -5975209	UTILITY MAINT SUPPLIES - CONCRETE, ETC	047170	66.81
01-M00250	MCNSILUS TRUCK & MFG. I					
		I-734212	02 -5862203	REPAIRS & MAI PARTS FOR TRASH TRUCKS	047178	337.60
		I-734245	02 -5862203	REPAIRS & MAI PARTS FOR TRASH TRUCKS	047178	174.28
		I-734482	02 -5862203	REPAIRS & MAI PARTS FOR TRASH TRUCKS	047178	97.86
		I-736058	02 -5862203	REPAIRS & MAI PARTS FOR TRASH TRUCKS	047178	36.72
01-N00312	NORTH 69 AUTO SALVAGE					
		I-01002270	02 -5862203	REPAIRS & MAI BACK GLASS FOR W-3	047182	100.00
01-O00075	O'REILLY AUTO PARTS					

PACKET: 04474 CLAIMS FOR 8/11/09

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000075	O'REILLY AUTO PARTS		continued			
		I-0230-169297	02 -5862203	REPAIRS & MAI FREON FOR SHOP	047187	239.85
01-000171	OKLAHOMA TERRITORY CONS					
		I-11703	02 -5862202	OPERATING SUP PARTS-TRACKHOE & LANDFILL	047188	1,334.69
01-000275	OKLA DEPT OF COMMERCE					
		I-#8908 AUG 2009	02 -5267521	CDBG LOAN #89 CDBG - EDIF #8908	047190	1,145.83
01-000610	OTA PIKEPASS CENTER					
		I-5779009	02 -5871331	EMPLOYEE TRAV REPLINISH PIKE PASS	047192	80.00
01-P00250	PETTY CASH					
		I-09-25816	02 -5216202	OPERATING SUP UPS - DATAMATIC	047195	15.49
		I-09-25817	02 -5216202	OPERATING SUP ATWOODS - COOL RAGS	047195	23.92
01-R00090	RAM INC					
		I-13117	02 -5862205	PETROLEUM PRO SOLVENT FOR SHOP	047199	161.00
01-S00205	SEQUOYAH ENGINEERING, I					
		I-S9150709.1	02 -5973302	CONSULTANTS ( PRE TREATMENT-QFI, CHOCTA	047203	2,639.00
		I-S9150709.2	02 -5973302	CONSULTANTS ( PRE TREATMENT- SPIRIT	047203	1,394.75
		I-S9150709.3	02 -5973302	CONSULTANTS ( PRE TREATMENT- EAST WWT	047203	2,617.50
		I-S9150709.4	02 -5973302	CONSULTANTS ( PRE TREATMENT- WEST WWT	047203	2,617.50
01-S00382	SKYWAY COMMUNICATION					
		I-51	02 -5974203	REPAIRS & MAI INTERNET INSTALLATION FEE	047204	149.95
		I-51	02 -5974203	REPAIRS & MAI INTERNET - JULY 2009	047204	49.95
01-S00530	SOUTHWEST CHEMICAL SERV					
		I-86510	02 -5974206	CHEMICALS CAUSTIC	047206	7,257.60
		I-86515	02 -5974206	CHEMICALS 2 LOADS ALUM	047206	3,745.50
01-S00635	SOUTHWEST TRAILOR & EQU					
		I-A179506	02 -5973203	REPAIRS & MAI SWITCHES-LIFT MOORE CRANE	047207	154.63
01-T00370	TIPPIT INSURANCE					
		I-28833	02 -5267321	AUTO INSURANC 1ST QTR AUTO/FLEET INS	047217	4,770.18
		I-28833	02 -5267322	LIABILITY INS 1ST QTR GEN LIABILITY	047217	11,778.30
		I-28848	02 -5267322	LIABILITY INS MPWA DEPT EQUIP INS	047217	20,938.75
01-T00612	TULSA FREIGHTLINER					
		I-63255371	02 -5862203	REPAIRS & MAI MILEAGE-REPAIR SW3 & SW6	047220	1,110.00
01-U00070	ULTRA-CHEM, INC.					
		I-964569	02 -5973203	REPAIRS & MAI BUSTER PENATRATE FLUID	047223	208.32
01-U00128	UNITED PACKAGING & SHIP					
		I-74452	02 -5974330	DUES & MAINTN OPEN PO - SHIPPING SAMPLE	047225	319.96

PACKET: 04474 CLAIMS FOR 8/11/09

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-U00130	UNITED SAFETY & CLAIMS					
		1-09-25776	02 -5267106	WORKMAN'S COM WORKERS COMP MED BILLS	047226	6,992.58
01-W00195	WELDON PARTS INC.					
		I-316918-00	02 -5862203	REPAIRS & MAI HUB ASSEM SW-4	047229	588.44
		I-322827-00	02 -5862203	REPAIRS & MAI HUB ASSEM, METRIC NUT	047229	1,341.18
			FUND	02	MPWA	
					TOTAL:	96,538.74

PACKET: 04474 CLAIMS FOR 8/11/09

VENDOR SET: 01

FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-----							
01-F00170	FIRST NATIONAL BANK						
		I-#119817 AUG 2009	03	-5876511	FNB LOAN #119 LOAN 119817 -AIRPORT AUTH	047132	2,510.00
01-L00428	LOWE'S CREDIT SERVICES						
		I-09970	03	-5876208	LAND MAINTENA GRASS BLOWER	047169	99.98
01-T00370	TIPPIT INSURANCE						
		I-28833	03	-5876321	AUTO INSURANC 1ST QTR AUTO/FLEET INS	047217	298.15
		I-28848	03	-5876322	INSURANCE/BON AIRPORT EQUIP INS	047217	1,331.53
				FUND	03 AIRPORT AUTHORITY	TOTAL:	4,239.66

PACKET: 04474 CLAIMS FOR 8/11/09

VENDOR SET: 01

FUND : 08 NUTRITION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-D00213	DEBBIE COMPTON					
		I-09-25807	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	047127	135.00
		I-09-25808	08 -5549308	CONTRACT SERV REIMBURSEMENT OF MILEAGE	047128	118.80
01-G00220	KENNETH EUGENE CARR					
		I-09-25811	08 -5549308	CONTRACT SERV REIMBURSEMENT OF MILEAGE	047139	151.25
01-K00186	KENNETH BAKER					
		I-09-25809	08 -5549308	CONTRACT SERV REIMBURSEMENT OF MILEAGE	047155	117.70
		I-09-25810	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	047156	90.00
		I-09-25810	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	047156	60.00
			FUND 08 NUTRITION	TOTAL:		672.75

PACKET: 04474 CLAIMS FOR 8/11/09

VENDOR SET: 01

FUND : 16 STATE FORFEITURE FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-L00355	LIVE VIEW GPS INC.	I-9786	16 -5323319	MISCELLANEOUS GPS TRACKER (NARCOTICS)	047166	799.00
			FUND	16 STATE FORFEITURE FUND	TOTAL:	799.00

PACKET: 04474 CLAIMS FOR 8/11/09

VENDOR SET: 01

FUND : 26 EDUCATIONAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00301	FRINK CHAMBERS SCHOOL					
		I-09-25760	26 -5211626	TRANSFER - PU 2ND QTR 2009 EXCISE TAX	047135	232.87
01-K00282	KREBS PUBLIC SCHOOL					
		I-09-25761	26 -5211626	TRANSFER - PU 2ND QTR 2009 EXCISE TAX	047158	14.54
01-MC0145	MCALESTER PUBLIC SCHOOL					
		I-09-25767	26 -5211626	TRANSFER - PU 2ND QTR 2009 EXCESS TAX	047176	40,954.72
			FUND 26	EDUCATIONAL FUND	TOTAL:	41,202.13

PACKET: 04474 CLAIMS FOR 8/11/09

VENDOR SET: 01

FUND : 28 SE EXPO CTR/TOURISM FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000356	OKLAHOMA STATE DEPT OF					
		I-09-25581	28 -5654210	CONCESSION SU APP FOR FOOD ESTABLISHMEN	047110	100.00
01-000669	CONTINENTAL RESEARCH CO					
		I-317244-CRC-1	28 -5654203	REPAIR & MAIN OX2	047125	204.25
		I-317244-CRC-1	28 -5654203	REPAIR & MAIN RENEW	047125	164.25
01-100078	LAMBERT MECHANICAL INC					
		I-090512	28 -5654316	REPAIRS & MAI REPAIR A/C UNIT	047160	290.00
01-000250	PETTY CASH					
		I-09-25816	28 -5654331	TRAVEL & TRAI KIAMICHI MEETING	047195	46.75
01-T00370	TIPPIT INSURANCE					
		I-28833	28 -5654321	AUTO INSURANC 1ST QTR AUTO/FLEET INS	047217	268.30
		I-28833	28 -5654322	LIABILITY INS 1ST QTR GEN LIABILITY	047217	2,617.40
		I-28846	28 -5654322	LIABILITY INS EXPO BOILER INS	047217	1,843.16
		I-28848	28 -5654322	LIABILITY INS EXPO EQUIP INS	047217	395.97
01-T00540	TREATS SOLUTIONS INC					
		I-010737	28 -5654203	REPAIR & MAIN JANITORIAL SUPPLIES	047219	2,138.11
		I-010737A	28 -5654203	REPAIR & MAIN JANITORIAL SUPPLIES	047219	91.14
01-U00100	UNIFIRST HOLDINGS, L.P.					
		I-824 0596944	28 -5654316	REPAIRS & MAI MONTHLY SERVICE FEE JULY	047224	50.00
01-W00040	WALMART COMMUNITY BRC					
		I-023314	28 -5654224	CATERING CATERING FOR DHS SEMINAR	047228	130.17
			FUND	28	SE EXPO CTR/TOURISM FUND TOTAL:	8,339.50

PACKET: 04474 CLAIMS FOR 8/11/09

VENDOR SET: 01

FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-L00428	LOWE'S CREDIT SERVICES					
		I-02568	29 -5324316	REPAIRS-MAINT MISC SUPPLISE - 911 CTR	047168	55.00
01-P00250	PETTY CASH					
		I-09-25816	29 -5324316	REPAIRS-MAINT MEALS FOR PRISONERS - PD	047195	25.92
		I-09-25817	29 -5324316	REPAIRS-MAINT FOOD FOR INMATES	047195	20.70
01-T00058	BIZTEL					
		I-3560	29 -5324316	REPAIRS-MAINT MOVE 911 LINES (911 CTR)	047214	300.00
01-T00370	TIPPIT INSURANCE					
		I-28833	29 -5324321	AUTO INSURANC 1ST QTR AUTO/FLEET INS	047217	268.28
		I-28833	29 -5324322	LIABILITY INS 1ST QTR GEN LIABILITY	047217	1,308.70
01-W00270	WHITE ELECTRICAL SUPPLY					
		I-S1090660.003	29 -5324316	REPAIRS-MAINT MISC SUPPLIES: 911 CTR	047230	91.82
			FUND 29 E-911	TOTAL:		2,070.42

PACKET: 04474 CLAIMS FOR 8/11/09

VENDOR SET: 01

FUND : 30 ECONOMIC DEVELOPMENT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-M00270	MEDS					
		I-AUG 2009	30 -5211360	MC ECONOMIC D MONTHLY EXP PER CONTRACT	047171	18,320.75
		I-JULY 2009	30 -5211360	MC ECONOMIC D MONTHLY EXP PER CONTRACT	047171	18,320.75
01-N00347	MEHLBURGER BRAWLEY / NR					
		I-MC-09-04-01	30 -5211403	ECONOMIC DEVE 69 BYPASS SEWER EXTENSION	047184	2,500.00
01-000275	OKLA DEPT OF COMMERCE					
		I-#12248 AUG 2009	30 -5211510	CDBG / EDIF D CDBG - EDIF CONT. #12248	047189	282.50
01-P00450	PRIDE IN MCALESTER					
		I-JULY 2009	30 -5211352	MISC PRIDE IN PER CONTRACT	047196	5,000.00
			FUND 30	ECONOMIC DEVELOPMENT	TOTAL:	44,424.00
				REPORT GRAND TOTAL:		336,367.39

\*\* 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 -5101350	ELECTIONS	468.70	0	6,626.10-	Y	
	01 -5101354	SUNBELT CLASSIC	6,000.00	0	6,000.00-	Y	
	01 -5211202	OPERATING SUPPLIES	946.91	0	1,864.02-	Y	
	01 -5211316	REPAIRS & MAINTENANCE	85.00	0	85.00-	Y	
	01 -5212317	ADVERTISING & PRINTING	16.20	0	250.00-	Y	
	01 -5214302	CONSULTANTS	4,550.81	0	28,082.27-	Y	
	01 -5215106	WORKMAN'S COMP	8,226.34	0	33,826.66-	Y	
	01 -5215302	CONSULTANTS	875.00	0	875.00-	Y	
	01 -5215312	EQUIPMENT RENTALS	1,854.80	0	21,034.28-	Y	
	01 -5215321	AUTO INSURANCE	11,925.34	0	11,925.34-	Y	
	01 -5215322	LIABILITY INSURANCE/BONDS	61,436.50	0	61,436.50-	Y	
	01 -5215323	DAMAGES	1,487.50	0	3,779.27-	Y	
	01 -5215622	TRANSFERS-CCP 12.5%	1,784.60	0	1,784.60-	Y	
	01 -5225202	OPERATING SUPPLIES	288.73	0	834.00-	Y	
	01 -5225349	INCODE SOFTWARE MAINTENANC	200.00	0	25,897.00-	Y	
	01 -5321202	OPERATING SUPPLIES	65.60	0	2,654.88-	Y	
	01 -5321308	CONTRACTED SERVICES	89.83	0	2,429.77-	Y	
	01 -5321316	REPAIRS & MAINTENANCE	52.66	0	832.59-	Y	
	01 -5321331	EMPLOYEE TRAVEL & TRAININ	17.90	0	17.90-	Y	
	01 -5431202	OPERATING SUPPLIES	1,707.56	0	7,007.11-	Y	
	01 -5431204	SMALL TOOLS	412.21	0	685.21-	Y	
	01 -5431207	CLOTHING ALLOWANCE	899.11	0	7,157.08-	Y	
	01 -5431316	REPAIRS & MAINTENANCE	920.30	0	1,783.96-	Y	
	01 -5431330	DUES & SUBSCRIPTIONS	418.00	0	1,694.00-	Y	
	01 -5431331	EMPLOYEE TRAVEL & TRAININ	795.74	0	2,878.26-	Y	
	01 -5542202	OPERATING SUPPLIES	807.97	0	2,630.12-	Y	
	01 -5542203	REPAIRS & MAINT SUPPLIES	2,858.56	0	8,174.20-	Y	
	01 -5542316	REPAIRS & MAINTENANCE	844.22	0	1,666.22-	Y	
	01 -5542331	EMPLOYEE TRAVEL & TRAININ	38.91	0	108.91-	Y	
	01 -5543202	OPERATING SUPPLIES	318.51	0	2,022.01-	Y	
	01 -5543206	CHEMICALS	233.55	0	233.55-	Y	
	01 -5544202	OPERATING SUPPLIES	1,993.61	0	2,719.34-	Y	
	01 -5544203	REPAIRS & MAINTENANCE SUPP	72.00	0	253.00-	Y	
	01 -5544308	CONTRACT LABOR	820.00	0	4,100.00-	Y	
	01 -5547202	OPERATING SUPPLIES	40.82	0	220.82-	Y	
	01 -5548202	OPERATING SUPPLIES	254.94	0	497.00-	Y	
	01 -5548203	REPAIRS & MAINTENANCE SUPP	1,124.14	0	4,900.43-	Y	
	01 -5548204	SMALL TOOLS	1,778.45	0	1,778.45-	Y	
	01 -5548316	REPAIRS & MAINTENANCE	196.00	0	2,536.00-	Y	
	01 -5652202	OPERATING SUPPLIES	19.50	0	219.50-	Y	
	01 -5652317	ADVERTISING & PRINTING	51.30	0	551.30-	Y	
	01 -5652330	DUES & SUBSCRIPTIONS	142.20	0	142.20-	Y	
	01 -5652331	EMPLOYEE TRAVEL & TRAININ	89.00	0	89.00-	Y	
	01 -5653213	SAFETY SUPPLIES	498.00	0	1,097.75-	Y	
	01 -5653348	DRUG TESTING & MISC. FEES	683.55	0	683.55-	Y	

\*\* 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	-5862203	REPAIRS & MAINT SUPPLIES	8,270.57	0	32,062.06-	Y	
01	-5862204	SMALL TOOLS	249.14	0	249.14-	Y	
01	-5863203	REPAIR & MAINT SUPPLIES	242.50	0	242.50-	Y	
01	-5865202	OPERATING SUPPLIES	272.09	0	989.33-	Y	
01	-5865218	STREET REPAIRS & MAINTENAN	7,564.50	0	89,045.67-	Y	
01	-5865510	CAPITAL LEASE	3,091.82	0	12,329.18-	Y	
02	-5216202	OPERATING SUPPLIES	2,000.16	0	5,822.31-	Y	
02	-5267106	WORKMAN'S COMP	6,992.58	0	23,315.09-	Y	
02	-5267321	AUTO INSURANCE - FLEET	4,770.18	0	4,770.18-	Y	
02	-5267322	LIABILITY INSURANCE/BONDS	32,717.05	0	32,717.05-	Y	
02	-5267521	CDBG LOAN #8908	1,145.83	0	6,874.98-	Y	
02	-5862202	OPERATING SUPPLIES	1,334.69	0	1,334.69-	Y	
02	-5862203	REPAIRS & MAINT SUPPLIES	10,106.03	0	38,904.43-	Y	
02	-5862205	PETROLEUM PRODUCTS	1,599.88	0	13,991.11-	Y	
02	-5864312	EQUIPMENT RENTALS	10,600.00	0	27,400.00-	Y	
02	-5871202	OPERATING SUPPLIES	19.42	0	219.42-	Y	
02	-5871331	EMPLOYEE TRAVEL & TRAININ	80.00	0	1,213.32-	Y	
02	-5972202	OPERATING SUPPLIES	147.69	0	147.69-	Y	
02	-5973203	REPAIRS & MAINT SUPPLIES	1,509.92	0	9,162.79-	Y	
02	-5973206	CHEMICALS	1,069.00	0	2,856.29-	Y	
02	-5973302	CONSULTANTS (IND. PRETREAT	9,268.75	0	10,988.75-	Y	
02	-5973316	REPAIRS & MAINTENANCE	348.27	0	3,477.72-	Y	
02	-5974203	REPAIRS & MAINT SUPPLIES	676.38	0	8,066.73-	Y	
02	-5974206	CHEMICALS	11,003.10	0	90,104.00-	Y	
02	-5974330	DUES & MAINTENANCE	319.96	0	969.96-	Y	
02	-5975209	UTILITY MAINTENANCE SUPP.	504.71	0	10,146.52-	Y	
02	-5975333	WATER MAIN REPAIR	325.14	0	3,325.14-	Y	
03	-5876208	LAND MAINTENANCE SUPP.	99.98	0	699.98-	Y	
03	-5876321	AUTO INSURANCE	298.15	0	298.15-	Y	
03	-5876322	INSURANCE/BONDS	1,331.53	0	2,616.53-	Y	
03	-5876511	FNB LOAN #119817 PAYMENTS	2,510.00	0	15,060.00-	Y	
08	-5549308	CONTRACT SERVICES	672.75	0	2,133.95-	Y	
16	-5323319	MISCELLANEOUS	799.00	0	799.00-	Y	
26	-5211626	TRANSFER - PUBLIC SCHOOLS	41,202.13	0	41,202.13-	Y	
28	-5654203	REPAIR & MAINT SUPPLIES	2,597.75	0	4,357.85-	Y	
28	-5654210	CONCESSION SUPPLIES	100.00	0	100.00-	Y	
28	-5654224	CATERING	130.17	0	400.00-	Y	
28	-5654316	REPAIRS & MAINTENANCE	340.00	0	3,058.70-	Y	
28	-5654321	AUTO INSURANCE	268.30	0	268.30-	Y	
28	-5654322	LIABILITY INSURANCE/BONDS	4,856.53	0	4,856.53-	Y	
28	-5654331	TRAVEL & TRAINING	46.75	0	46.75-	Y	
29	-5324316	REPAIRS-MAINTENANCE	493.44	0	2,019.60-	Y	
29	-5324321	AUTO INSURANCE	268.28	0	268.28-	Y	
29	-5324322	LIABILITY INSURANCE/BONDS	1,308.70	0	1,308.70-	Y	
30	-5211352	MISC PRIDE IN MCALESTER	5,000.00	0	15,000.00-	Y	

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

YEAR	ACCOUNT	NAME	AMOUNT	*****LINE ITEM*****		*****GROUP BUDGET*****	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	30 -5211360	MC ECONOMIC DEVELOPMENT	36,641.50	0	283,030.44-	Y	
	30 -5211403	ECONOMIC DEVELOPMENT PROJE	2,500.00	0	2,500.00-	Y	
	30 -521151C	CDBG / EDIF DURALINE LOAN	282.50	0	3,390.00-	Y	
	** 2009-2010 YEAR TOTALS **		336,367.39				

NO ERRORS

\*\* END OF REPORT \*\*



# McAlester City Council

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## AGENDA REPORT

Meeting Date: August 11, 2009  
Department: City Manager  
Prepared By: Mark B. Roath  
Date Prepared: 08/03/2009

Item Number: 1  
Account Code: \_\_\_\_\_  
Budgeted Amount: \_\_\_\_\_  
Exhibits: One

### Subject

Consider, and act upon, a request by Make a Difference Day Committee for the City to designate Saturday, October 24, 2009, as Make a Difference Day in McAlester.

### Recommendation

Motion to approve designating Saturday, October 24, 2009, as Make a Difference Day in McAlester.

### Discussion

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	<u>MBR</u>	<u>08/03/2009</u>

RECEIVED  
JUL 28 2009

July 28, 2009

City Council of McAlester  
1<sup>st</sup> & Washington  
McAlester, Oklahoma 74501

Re: **Make a Difference Day**  
**Minor Home Repair Project**

Gentlemen:

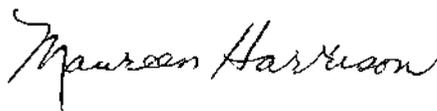
This letter is our formal request for the City of McAlester to designate Saturday, October 24, 2009, as **Make a Difference Day**. It is a national volunteer day. Thousands of citizens will help others on this special day.

Our Minor Home Repair/Maintenance Project has been well-received and a beneficial service since October 2002.

We were honored with a **USA WEEKEND** and Points of Light/Paul Newman award of \$10,000.00 in April 2005. Our picture appeared on the cover page. Five (5) local organizations were given a \$2,000.00 donation because of the efforts of the volunteers.

Thank you for your previous participation and consideration in making this year's event another success.

Sincerely,



Maureen Harrison, Coordinator  
Minor Home Repair  
**MAKE A DIFFERENCE DAY COMMITTEE**  
(918) 423-1385

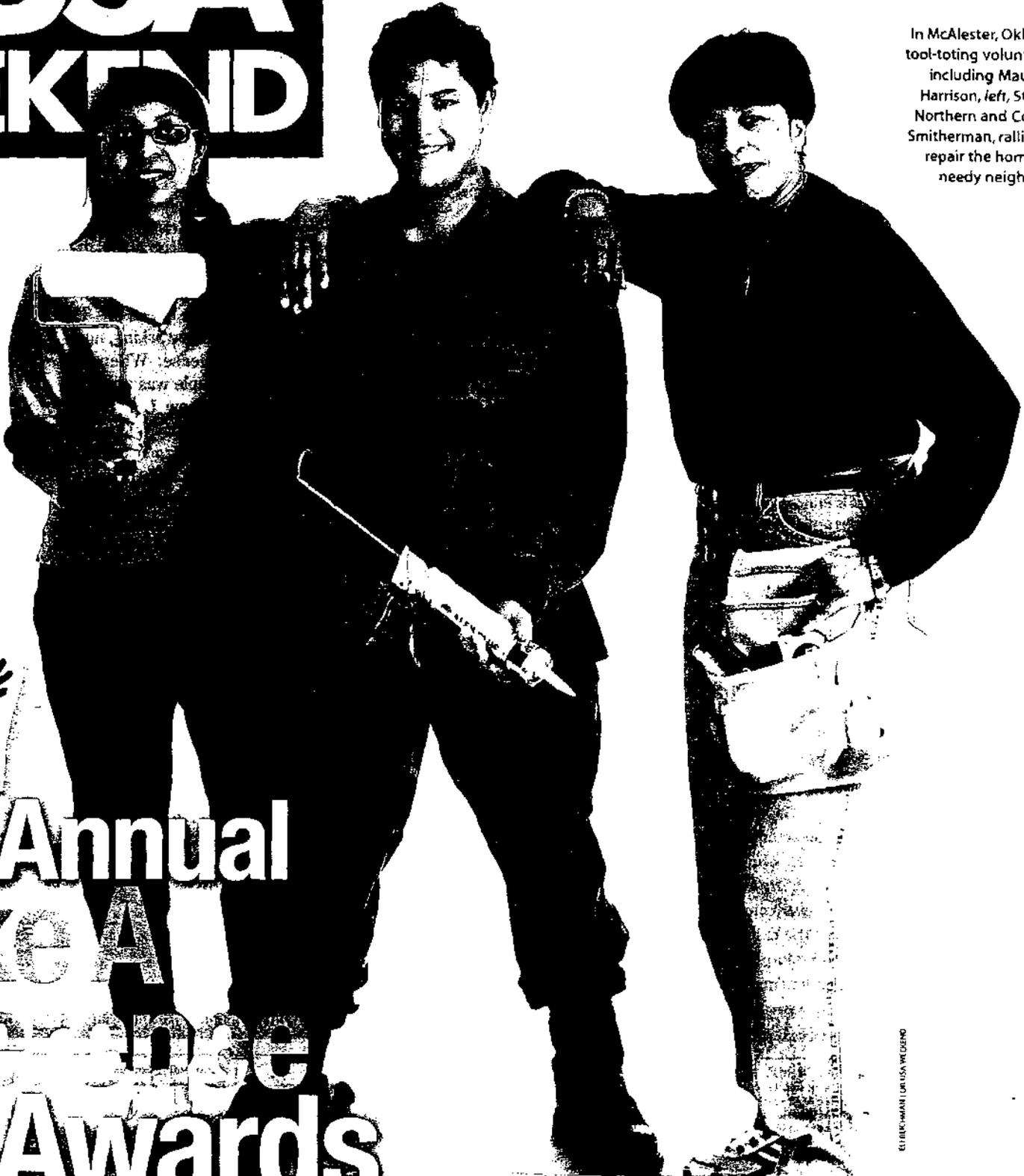
MH  
Xc: File  
Attachment (1)

# USA EVENING

7, 2005  
nd.com

Help celebrate extraordinary deeds performed by ordinary people on America's largest day of doing good

In McAlester, Okla., tool-toting volunteers including Mauri Harrison, left, Steve Northern and Con Smitherman, rallied to repair the home of a needy neighbor.



# 10th Annual McAlester Exchange Awards

STYLING: MARIAN FOR USA WEEKEND

MAURIE HARRISON  
WOMEN'S EXCHANGE



# McAlester City Council

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## AGENDA REPORT

Meeting Date: August 11, 2009  
Department: City Manager  
Prepared By: Mark B. Roath  
Date Prepared: 08/03/2009

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

### Subject

Consider, and act upon, a Resolution supporting the participation in the 2009 Oklahoma Main Street Program with the goal of revitalizing the Historic Central Business District.

### Recommendation

Motion to approve a Resolution supporting the McAlester Main Street Program participating in the 2009 Oklahoma Main Street Program.

### Discussion

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	<u>MBR</u>	<u>08/03/2009</u>

RESOLUTION NO. \_\_\_\_

**A RESOLUTION OF THE CITY OF MCALESTER, OKLAHOMA, SUPPORTS THE PARTICIPATION IN THE 2009 OKLAHOMA MAIN STREET PROGRAM WITH THE GOAL OF REVITALIZING THE HISTORIC CENTRAL BUSINESS DISTRICT.**

\* \* \* \* \*

**WHEREAS**, the Oklahoma Main Street Center has been established in the Oklahoma Department of Commerce to assist small towns and cities to develop a public/private effort to revitalize their "Main Street" areas, and

**WHEREAS**, the City of McAlester desires to participate in the Oklahoma Main Street Program, and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of McAlester, Oklahoma that:

**SECTION 1:** That the City of McAlester supports the participation in the 2009 Oklahoma Main Street Program with the specific goal of revitalizing the historic central business district using the Main Street 4-Point Approach to economic revitalization.

**SECTION 2:** That the City of McAlester understands that the Main Street Approach is a long-term process that results in a continual effort to maintain and enhance downtown.

**PASSED and APPROVED** at the regular meeting of the City Council of the City of McAlester, Oklahoma, and duly signed by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2009.

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

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

**ATTEST:**

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



# McAlester City Council

## AGENDA REPORT

Meeting Date: August 11, 2009 Item Number: 3  
Department: Community Services  
Prepared By: Mel Priddy Account Code: \_\_\_\_\_  
Date Prepared: July 30, 2009 Budgeted Amount: \_\_\_\_\_  
Exhibits: One

### Subject

Consider and act upon authorizing Mayor to sign a lease agreement with EASTOK for corporate hanger #30 at the McAlester Municipal Airport for a period of one year.

### Recommendation

Motion to authorize the Mayor to sign a lease with EASTOK for Corporate Hanger #30

### Discussion

The Corporate Hanger at the Municipal Airport has been leased to the Choctaw Nation for 15 months. They moved out on May 1<sup>st</sup> of this year. This hanger is 80' X 80' and was built in 2006. It is our biggest and nicest hanger.

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u>MWP</u>	<u>July 30, 2009</u>
City Manager	<u>MBR</u>	<u>08/03/2009</u>

## LEASE AGREEMENT

This lease is made and entered into this 1<sup>st</sup> day of July, 2009, between  
McALESTER REGIONAL AIRPORT AUTHORITY and CITY OF McALESTER,  
McAlester, Oklahoma hereinafter referred to as "Lessor" and EASTOK hereinafter  
referred to as "Lessee".

Lessor agrees to lease to lessee Corporate Hanger No. 30 located at the McAlester  
Regional Airport in McAlester, Oklahoma for a term of one year beginning July 1, 2009  
and ending on June 30, 2010.

Lessee agrees to lease Corporate Hanger No. 30 located at McAlester Regional  
Airport in McAlester, Oklahoma from Lessor for a term of one year from July 1, 2009  
until June 30, 2010.

The Lessee shall pay the Lessor as rent the sum of \$1,700.00 per month with the  
first payment due on July 1, 2009 and the same amount due on the first day of each  
month  
thereafter during the term of this lease.

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

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

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

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

It Shall be Lessee's responsibility to insure its airplane and any other personal

-1-

property located in Hanger No. 30 against fire and casualty loss and Lessee shall sign a Hold Harmless Agreement in favor of Lessor.

This lease cannot be sublet by Lessee without the written consent of Lessor.

This lease shall be binding upon both parties.

IN WITNESS WHEREOF, we set our hand the date set forth above.

LESSOR:

McAlester Regional Airport Authority  
City of McAlester

LESSEE:

EASTOK

By: \_\_\_\_\_

By: \_\_\_\_\_

STATE OF OKLAHOMA )  
  )  
COUNTY OF PITTSBURG )

SS:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by \_\_\_\_\_, Mayor of City of McAlester and by \_\_\_\_\_ for EASTOK.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



# McAlester City Council

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## AGENDA REPORT

Meeting Date:	<u>August 11, 2009</u>	Item Number:	<u>4</u>
Department:	<u>Community Services</u>	Account Code:	<u></u>
Prepared By:	<u>Mel Priddy</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>July 30, 2009</u>	Exhibits:	<u>One</u>

### Subject

Consider and act upon donation of \$90,000.00 by Bob Wallace to the Parks and Recreation Department for improvements to and completion of the skateboard park in Connally Park. Staff is asking Council for acceptance of Mr. Wallace's proposal of a payout of this donation.

### Recommendation

Motion to authorize City Staff to initiate budget amendment to place \$70,000.00 in Parks Budget to begin work on skateboard park improvements.

### Discussion

Once again one of the generous citizens of McAlester has stepped up to help us complete a very important project in the Parks Department. We began this project in the Spring of 2005 to build a skateboard park for the youth of McAlester. With the funds provided by City Council through discretionary funds, and donations from private citizens, businesses, and civic clubs we have been able to build the concrete slab and purchase one-third of the skateboard equipment needed to complete the park. Mr. Wallace not only has pledged funds to complete our skateboard park but he also donated a substantial amount of funds to build our splashpad in Chadick Park. In order to complete the project by spring of 2010 as Mr. Wallace has stipulated I need to begin the project very soon.

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u>MWP</u>	<u>July 30, 2009</u>
City Manager	<u>MBR</u>	<u>08/03/2009</u>

Robert V. Wallace

328 E. Carl Albert Parkway  
McAlester, OK 74501

Mel Priddy  
Community Services Director  
City of McAlester  
Parks Department  
801 N. 9<sup>th</sup> Street  
McAlester, OK 74501

RE: Connaly Park

Dear Mr. Priddy,

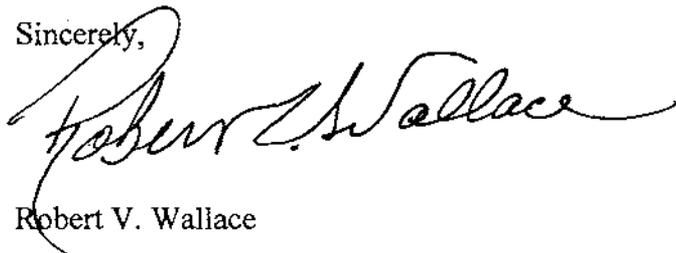
Recently, while passing by Connaly Park, I took notice of the skateboard facility there and the need to see that project completed. As a businessman, I realize that budgets are tight. But as a citizen, I see the need for, and the use of, this facility and what it could mean to our youth to have it fully completed.

Having said that, I will personally commit to donate \$90,000.00 made payable over the next 5 years as follows: 4 payments at \$20,000.00 each per annum and one final payment of \$10,000.00 IF the city will begin this project now. A stipulation to my commitment is that this project would need to be completed no later than the spring of 2010.

I would hope that in the planning of this project and its implementation, you would include the following: modern, functional restroom facilities for both male and female patrons; public water fountains for both this facility and the general use of park patrons; a covered pavilion with picnic style tables and seating; and an outdoor shower.

I look forward to seeing this project through to completion.

Sincerely,

A handwritten signature in cursive script that reads "Robert V. Wallace". The signature is written in black ink and is positioned above the printed name.

Robert V. Wallace



# McAlester City Council

## AGENDA REPORT

Meeting Date: August 11, 2009  
Department: City Manager  
Prepared By: Mark B. Roath  
Date Prepared: \_\_\_\_\_

Item Number: 5  
Account Code: \_\_\_\_\_  
Budgeted Amount: \_\_\_\_\_  
Exhibits: One

### Subject

Consider, and act upon, an Ordinance amending Ordinance No. 2327 which established the budget for fiscal year 2009-2010; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency.

### Recommendation

Motion to approve the budget amendment ordinance.

### Discussion

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

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	<u>MBR</u>	<u>08/03/2009</u>

**ORDINANCE NO. \_\_**

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

**WHEREAS**, the City Council heretofore adopted Ordinance No. 2327 setting forth the Budget for Fiscal Year 2009-2010 beginning July 1, 2009 and ending June 30, 2010; and

**WHEREAS**, the City Departments and Divisions routinely review their budget appropriations to determine if any changes are necessary; and

**WHEREAS**, based upon said review the City staff now recommends that certain amendments to the Budget be considered by the City Council; and

**WHEREAS**, the City Council has the authority to make amendments to the City Budget under Article 5, Section 5.07 (b) of the new City Charter as well as State law; and

**WHEREAS**, the City Council has determined that the proposed amendment to the FY 2009-2010 Budget, with the revenues and expenditures therein contained, is in the best interest of the City; and therefore, desires to adopt the same by formal action.

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF McALESTER, OKLAHOMA:**

**SECTION 1:** The proposed amendment to the FY 2009-2010 Budget of the City of McAlester, Oklahoma, as heretofore adopted by Ordinance, as summarized in Exhibits A1 through A4, which are attached hereto and fully incorporated herein by reference, be, and the same hereby are, completely adopted and approved as an amendment to the said FY 2009-2010 Budget.

**SECTION 2:** All portions of the existing FY 2009-2010 Budget, Ordinance No. 2327 except as specifically herein amended, shall remain in full force and effect, and not be otherwise affected by the adoption of the amendatory ordinance.

**SECTION 3:** That all other ordinances in conflict herewith are hereby repealed to the extent of any such conflict or inconsistency and all other ordinances not in conflict herewith shall remain in full force and effect.

**SECTION 4:** Should any paragraph, sentence, subdivision, clause, phrase, or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the

same shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part or parts as declared to be invalid, illegal, or unconstitutional.

SECTION 5: That an emergency is hereby declared to exist, and for the provision of the public peace, health and safety, by reason whereof it is necessary that all acts take effect immediately and be in full force and effect from, and after the passage and approval.

**PASSED and the EMERGENCY CLAUSE ruled on separately this 11th day of August, 2009.**

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

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

**ATTEST:**

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

**Approved as to form and legality this 11th day of August, 2009.**

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

FY 2009-2010 BUDGET AMENDMENT

GENERAL FUND ( 01 )

Estimated Fund Balance 6/30/09	244,062
FY 09-10 Budgeted Revenues	14,328,888
FY 09-10 Budgeted Appropriations	(14,490,932)
Additional Revenue	20,000
Budget Amendments	(90,000)
Estimated Ending Fund Balance	<u>12,018</u>

DEPARTMENT	FUND	ACCOUNT NO.	REV/EXP	AMOUNT	DESCRIPTION
REVENUES	01	4-0-603	REV	20,000	Bob Wallace donation for Skatepark.
		<u>Total Revenues</u>		<u>20,000</u>	
Parks & Recreation	01	5542220	EXP	90,000	Completion and Improvements at the Skatepark.
		<u>Total Appropriations</u>		<u>90,000</u>	

**FY 2009-2010 BUDGET AMENDMENT**

**STATE FORFEITURE FUND (16)**

Estimated Fund Balance 6/30/09	51,946	Correct fund balance.
FY 09-10 Budgeted Revenues	-	
FY 09-10 Budgeted Appropriations	-	
Additional Revenue	-	
Budget Amendments	(50,000)	
Estimated Ending Fund Balance	<u>1,946</u>	

DEPARTMENT	FUND	ACCOUNT NO.	REV/EXP	AMOUNT	DESCRIPTION
Police	16	5323202	EXP	50,000	Police operating supplies.

FY 2009-2010 BUDGET AMENDMENT

FEDERAL FORFEITURE FUND (42)

Estimated Fund Balance 6/30/09	8,040
FY 09-10 Budgeted Revenues	-
FY 09-10 Budgeted Appropriations	-
Additional Revenue	-
Budget Amendments	(8,000)
Estimated Ending Fund Balance	<u>40</u>

DEPARTMENT	FUND	ACCOUNT NO.	REV/EXP	AMOUNT	DESCRIPTION
Police	42	5323202	EXP	8,000	Police operating supplies.

FY 2009-2010 BUDGET AMENDMENT

ECONOMIC DEVELOPMENT (30)

Estimated Fund Balance 6/30/09	1,441,712
FY 09-10 Budgeted Revenues	1,521,372
FY 09-10 Budgeted Appropriations	(1,889,695)
Additional Revenue	20,630
Budget Amendments	(20,630)
Estimated Ending Fund Balance	<u>1,073,389</u>

DEPARTMENT	FUND	ACCOUNT NO.	REV/EXP	AMOUNT	DESCRIPTION
ED BOND	30	4-0-721	REV	20,630	McAlester Public Works Econ. Dev. Bond
		<u>Total Revenues</u>		<u>20,630</u>	Change Order No. 1
Economic Dev.	30	5211360	EXP	20,630	ED Project 14th & Village Blvd. Utilities Ext.
		<u>Total Appropriations</u>		<u>20,630</u>	Change Order No. 1



# McAlester City Council

## AGENDA REPORT

Meeting Date:	<u>August 11, 2009</u>	Item Number:	<u>6</u>
Department:	<u>Utilities</u>	Account Code:	<u>02-5974401</u>
Prepared By:	<u>David Medley</u>	Budgeted Amount:	<u>\$778,526.84</u>
Date Prepared:	<u>July 30, 2009</u>	Exhibits:	<u>One</u>

### Subject

Consider, and act upon, Change Order No. 2, for the 2008 Water Treatment Plant Modifications Enhanced Coagulation Project with Northern Equipment Co., Inc. of Grove, Oklahoma. This Change Order reconciles the final quantities and results in a subtraction of \$136.80 to Contract Amount.

### Recommendation

Motion to approve Change Order No. 2 to the 2008 Water Treatment Plant Modifications Enhanced Coagulation Project to deduct \$136.80 from the total Contract Price of \$778,526.84 resulting in a Contract Price of \$778,390.04.

### Discussion

This Change Order reconciles the final quantities for the project by the deduction of 18 linear feet of clarifier concrete repair.

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u>DRM</u>	<u>7/30/09</u>
City Manager	<u>MBR</u>	<u>08/03/2009</u>

# Change Order

## No. Two (2)

Date of Issuance: July 14, 2009 Effective Date: July 14, 2009

Project: 2008 Water Treatment Plant Modifications Enhanced Coagulation	Owner: City of McAlester	Owner's Contract No.: N/A
Contract: 2008 Water Treatment Plant Modifications Enhanced Coagulation		Date of Contract: July 29, 2008
Contractor: Northern Equipment Co., Inc.		Engineer's Project No.: MC-07-03

**The Contract Documents are modified as follows upon execution of this Change Order:**

**Description:**

Item No. 7: Deduct 18 LF of Clarifier Concrete Crack Repair @ \$7.60 / LF = \$136.80

Attachments: (List documents supporting change): N/A

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:  <u>\$676,599.99</u>	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): <u>90 Days (November 17, 2008)</u> Ready for final payment (days or date): <u>N/A</u>
Increase from previously approved Change Orders No. <u>1</u> to No. <u>1</u> :  <u>\$101,926.85</u>	Increase from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : Substantial completion (days): <u>98 Days</u> Ready for final payment (days): <u>N/A</u>
Contract Price prior to this Change Order:  <u>\$776,526.84</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>188 Days (February 23, 2009)</u> Ready for final payment (days or date): <u>N/A</u>
Decrease of this Change Order:  <u>\$136.80</u>	Increase of this Change Order: (See Attached) Substantial completion (days or date): <u>N/A</u> Ready for final payment (days or date): <u>N/A</u>
Contract Price incorporating this Change Order:  <u>\$778,390.04</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>188 Days (February 23, 2009)</u> Ready for final payment (days or date): <u>N/A</u>

RECOMMENDED:

By: [Signature]  
Engineer (Authorized Signature)

Approved by FPM Agency (if applicable): 21702

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

Date: \_\_\_\_\_

NA

ACCEPTED:

By: \_\_\_\_\_  
Contractor (Authorized Signature)

Date: \_\_\_\_\_

Date: \_\_\_\_\_





# McAlester City Council

## AGENDA REPORT

<b>Meeting Date:</b>	<u>August 11, 2009</u>	<b>Item Number:</b>	<u>7</u>
<b>Department:</b>	<u>Utilities</u>	<b>Account Code:</b>	<u>02-5974401</u>
<b>Prepared By:</b>	<u>David Medley</u>	<b>Budgeted Amount:</b>	<u>\$38,926.34</u>
<b>Date Prepared:</b>	<u>July 30 , 2008</u>	<b>Exhibits:</b>	<u>Six</u>

### Subject

Consider, and act upon, the final Contractor's Pay Estimate No. 9 for the 2008 Water Treatment Plant Modifications Enhanced Coagulation Project.

### Recommendation

Motion to approve final payment to the 2008 Water Treatment Plant Modifications Enhanced Coagulation Project to Northern Equipment Company, Inc. of Grove, Oklahoma.

### Discussion

The Contractor for the 2008 Water Treatment Plant Modifications Enhanced Coagulation Project, Northern Equipment Company, Inc. has completed all deficiencies associated with the project. The City's Engineer on the Project, Mehlburger, Brawley has recommended approval of the Final Pay Estimate. Close out documents of notarized certification that all work has been completed in accordance with the contract documents, notarized written warranty letter for 1 year from effective date of completion, and notarized certification that all bills have been paid and no liens exist. Funds are available in the Water Treatment Plant's Capital Outlay account for final payment.

### Approved By

	<i>Initial</i>	<i>Date</i>
<b>Department Head</b>	<u>DRM</u>	<u>7/30/09</u>
<b>City Manager</b>	<u>MBR</u>	<u>08/03/2009</u>



Progress Estimate

Contractor's Application

For (contract): McAlester WTP Modifications Coagulation Enhancements				Application : Nine (9)						
Application Period March 15, 2009 through April 15, 2009				Application Date: May 6, 2009						
A		B		C	D	E	F		G	
Item		Bid Quantity	Unit Price	Bid Value	Estimated Quantity installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F) (E)	Balance to Finish (G - F)
Bid Item No.	Description									
1	Clarifier Equipment Coating Refurbishment	3	\$61,300.00	\$183,900.00	3.00	\$183,900.00	\$0.00	\$183,900.00	100%	\$0.00
2	Clarifier Aluminum Weir	3	\$22,833.33	\$68,499.99	3.00	\$68,499.99	\$0.00	\$68,499.99	100%	\$0.00
3	Clarifier Concrete Xypex Coating	3	\$69,500.00	\$208,500.00	3.00	\$208,500.00	\$0.00	\$208,500.00	100%	\$0.00
4	Chemical Feed Improvements	1 LS		\$55,800.00	100%	\$55,800.00	\$0.00	\$55,800.00	100%	\$0.00
5	Sodium Permanganate Feed and Building	1 LS		\$86,500.00	100%	\$86,500.00	\$0.00	\$86,500.00	100%	\$0.00
6	Fiberglass Tank Repair	1 LS		\$16,300.00	100%	\$16,300.00	\$0.00	\$16,300.00	100%	\$0.00
7	Clarifier Concrete Crack Repair	3,000 ft	\$7.60	\$22,800.00	2,882	\$22,683.20	\$0.00	\$22,683.20	99%	\$136.80
8	Clarifier Concrete Exterior Painting	3	\$7,300.00	\$21,900.00	3.00	\$21,900.00	\$0.00	\$21,900.00	100%	\$0.00
9										
10	Add Alternate #2 - Polymer Feed Pump	1 LS		\$12,400.00	100%	\$12,400.00	\$0.00	\$12,400.00	100%	\$0.00
	Change Order Dated Nov. 11, 2008	1 LS		\$101,928.85	100%	\$101,928.85	\$0.00	\$101,928.85	100%	\$0.00
Totals				\$778,528.84		\$778,390.04	\$0.00	\$778,390.04		\$136.80



## MEHLBURGER BRAWLEY

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

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July 28, 2009

David Medley, Utilities Director  
City of McAlester  
PO Box 578  
McAlester, OK 74502-0578

Re: 2008 Water Treatment Plant Modification – Enhanced Coagulation  
McAlester, Oklahoma  
Project Close Out

Dear Mr. Medley:

As of July 27, 2009, the Contractor has completed all deficiencies associated with the project.

We forwarded you the Final Pay Estimate and Final Change Order on the project last month. We recommend approval of the Change Order, which is deductive, and approval of the Final Pay Estimate No. Nine (9).

Thank you and if you have any questions concerning any of the above, please do not hesitate to contact our office at (918) 420-5500.

Sincerely,

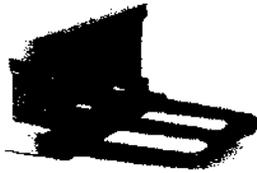
Mehlburger Brawley

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Robert Vaughan, P.E.  
Project Manager

RV/mj

Project # MC-07-03



## MEHLBURGER BRAWLEY

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

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June 17, 2009

David Medley, P.E., Utilities Director  
City of McAlester  
PO Box 578  
McAlester, OK 74502-0578

Re: 2008 Water Treatment Plant Modification – Enhanced Coagulation  
McAlester, Oklahoma  
Contractor's Pay Estimate No. Nine (9) – Final  
Change Order No. Two (2)

Dear Mr. Medley:

Enclosed for your review and execution are six (6) copies of the Contractor's Pay Estimate No. Nine (9) – Final, which covers the final contract time period. During this time period, all work was completed on the project and a Final Inspection was performed on March 6, 2009. At this time, the Contractor has addressed all the deficiencies listed in the Final Inspection Report dated March 11, 2009. We recommend payment of this Pay Estimate No. Nine (9) - Final in the amount of \$38,926.34.

Also enclosed for your review and execution are six (6) copies of Change Order No. Two (2), which results in a subtraction of \$136.80 to the contract amount. This change order reconciles the final quantities. Please see the Change Order for a full breakdown of the changes.

Finally enclosed for your records please find the following close-out documents:

1. Three (3) copies of O & M manual.
2. Notarized certification that all work has been completed in accordance with the contract documents.
3. Notarized written warranty letter for 1 year from effective date of completion.
4. Notarized certification that all bills have been paid and no liens exist.

Please note the Contractor previously gave the project keys to the Water Plant Operator.

Please place this Pay Estimate and Change Order on the agenda for approval at your next meeting and upon approval please sign all six (6) copies of each. Send four (4) copies of each to our office located at 719 S. George Nigh Expressway, McAlester, OK 74501, one copy of each to the Contractor with payment and retain a copy of each for your records.

We also recommend final acceptance of the referenced project, and the warranty period of one year shall be in effect beginning on the effective date of completion February 23, 2009. Please record acceptance of the project in the minutes of your next regularly scheduled Meeting.

Contractor's Pay Estimate No. Nine (9) – Final  
Change Order No. Two (2)  
Page 2 of 2

It has been a pleasure working with the City of McAlester on this project. If you have any questions concerning this Final Pay Estimate, please do not hesitate to contact our office at (918) 420-5500

Sincerely,

Mehlburger Brawley



Robert Vaughan, P.E.  
Branch Manager

RV/mj  
Enclosure

Project # MC-07-03

cc: Lowell Crowl, Northern Equipment Company, Inc.  
Kenneth Little, Mehlburger Brawley  
Roger C. Ford, President, Mehlburger Brawley

# Northern NEC Equipment Company, Inc.

April 9, 2009

David Medley, Utilities Director  
City of McAlester  
PO Box 578  
McAlester, Oklahoma 74502-0578

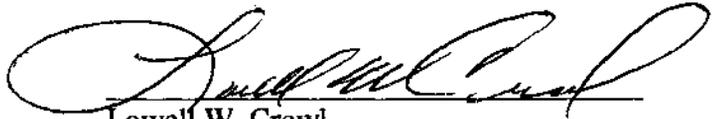
Re: 2008 Water Treatment Plant Modification - Enhanced Coagulation  
McAlester, Oklahoma

Subject: Warranty Statement

Gentlemen:

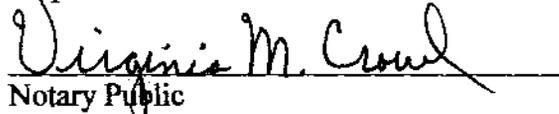
Northern Equipment Co., Inc hereby certifies the following statement as it relates to the warranty period of one (1) for "referenced" project commencing on February 23, 2009.

"Northern Equipment Co., Inc. will indemnify the City of McAlester against any repairs which may become necessary to any part of the work performed under the contract, arising from defective workmanship or materials used therein."



Lowell W. Crowl  
President

Subscribed and sworn to before me this 9<sup>th</sup> day of April 2009

  
Notary Public

My Commission Expires

2-10-11



Notary Public Oklahoma  
OFFICIAL SEAL  
VIRGINIA M. CROWL  
DELAWARE COUNTY  
03002427

**N**orthern  
**E**quipment  
**C**ompany, Inc.

April 9, 2009

David Medley, Utilities Director  
City of McAlester  
PO Box 578  
McAlester, Oklahoma 74502-0578

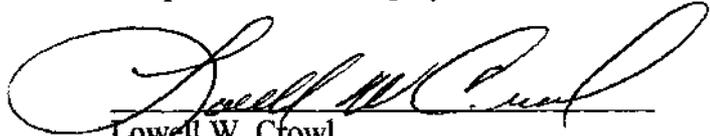
Re: 2008 Water Treatment Plant Modification - Enhanced Coagulation  
McAlester, Oklahoma

Subject: Release of Claimants

Gentlemen:

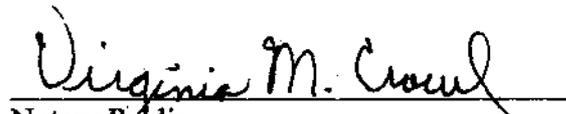
Northern Equipment Co., Inc hereby certifies the following statement as it relates to the "release of claimants":

"Northern Equipment Co., Inc. does hereby certify that it has paid in full for all materials purchased and all labor employed in the performance of this contract and that there are no claims against Northern Equipment Co. Inc. as a purchaser and employer under this contract."

  
Lowell W. Crowl  
President

Subscribed and sworn to before me this 9<sup>th</sup> day of April 2009



  
Notary Public

My Commission Expires

2-10-11

# Northern NEC Equipment Company, Inc.

April 9, 2009

David Medley, Utilities Director  
City of McAlester  
PO Box 578  
McAlester, Oklahoma 74502-0578

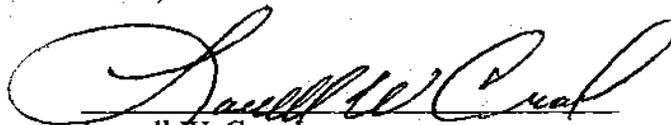
Re: 2008 Water Treatment Plant Modification - Enhanced Coagulation  
McAlester, Oklahoma

Subj: Work Certification

Gentlemen:

Northern Equipment Co., Inc hereby certifies the following statement:

"All work performed by Northern Equipment Co., Inc. has been completed in accordance with the contract documents identified as 2008 Water Treatment Plant Modification - Enhanced Coagulation (City Project No. - 07-0028)

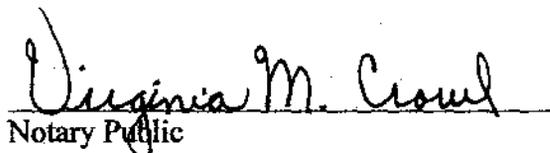


Lowell W. Crowl  
President

Subscribed and sworn to before me this 9<sup>th</sup> day of April 2009.



Notary Public Oklahoma  
OFFICIAL SEAL  
VIRGINIA M. CROWL  
DELAWARE COUNTY  
03002427



Notary Public

My Commission Expires

2-10-11



# McAlester City Council

## AGENDA REPORT

Meeting Date:	<u>August 11, 2009</u>	Item Number:	<u>8</u>
Department:	<u>Utilities</u>	Account Code:	<u>30-5211360</u>
Prepared By:	<u>David Medley, P.E.</u>	Budgeted Amount:	<u>\$230,747</u>
Date Prepared:	<u>July 30, 2009</u>	Exhibits:	<u>Two</u>

### Subject

Consider, and act upon, Change Order No. 1 for the 14<sup>th</sup> St. & Village Blvd. Utility Extensions Project with Bravo Construction Inc. of Wilburton, Oklahoma.

### Recommendation

Motion to approve Change Order No. 1 to the 14<sup>th</sup> St. & Village Blvd. Utility Extensions to add \$20,629.45 to the original Contract Price of \$228,068.19 resulting in a Contract Price of \$248,697.64. This Change Order also adds an additional 7 days to the Contract time to allow time for the additional work.

### Discussion

This Change Order adjusts several items in the Original Contract to meet the agreement requirements of property owners presented and approved by the Council at the July 14, 2009 council meeting. Also included is 317 linear feet of 8-inch sewer main for \$6,609.75 which has verbally been agreed to be repaid to the City in a 100% participation by a local Developer.

A Budget Amendment will be required to transfer these extra funds to the Economic Development account for the project.

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u>DRM</u>	<u>7/30/09</u>
City Manager	<u>MBR</u>	<u>08/03/09</u>

# Change Order No. One (1)

Date of Issuance: August 11, 2009      Effective Date: August 11, 2009

Project: <u>14<sup>th</sup> Street &amp; Village Blvd Utility Extensions</u>	Owner: <u>City of McAlester</u>	Owner's Contract No.:
Contract: <u>14<sup>th</sup> Street &amp; Village Blvd Utility Extensions</u>		Date of Contract: <u>July 1, 2009</u>
Contractor: <u>Bravo Construction Inc.</u>		Engineer's Project No.: <u>MC-09-01</u>

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description:

Item No. 8: Add 317 Linear Feet of 8-inch SDR 26 PVC Sewer Line @ \$20.85 / LF = \$6,609.45
Item No. 9: Add 1 Standard Manhole @ \$2,300.00 / Each = \$2,300.00
Item No. 10: Add 8 vertical feet additional manhole depth @ \$90.00 / Each = \$720.00
Item No. 17 Add 40 Linear Feet of 20-inch Bore and Casing @ \$275/ LF = \$11,000.00
Attachments: (List documents supporting change): <u>None</u>

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: <u>\$228,068.19</u>	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): <u>90 Days (October 26, 2009)</u>
Increase from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> : <u>\$-0-</u>	Increase from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> : Substantial completion (days): <u>N/A</u>
Contract Price prior to this Change Order: <u>\$228,068.19</u>	Contract Times prior to this Change Order: Substantial completion (days): <u>90 Days</u>
Increase of this Change Order: <u>\$20,629.45</u>	Increase of this Change Order: Substantial completion (days): <u>7 Days</u>
Contract Price incorporating this Change Order: <u>\$248,697.64</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>97 Days (November 2, 2009)</u>

RECOMMENDED BY: By: _____ Date: _____	ACCEPTED: By: _____ Owner (Authorized Signature)	ACCEPTED: By: _____ Contractor (Authorized Signature)
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## MEHLBURGER BRAWLEY

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

July 20, 2009

David Medley, P.E., Utilities Director  
City of McAlester  
PO Box 578  
McAlester, OK 74502-0578

Re: City of McAlester/ McAlester Public Works Authority  
14<sup>th</sup> Street & Village Blvd. Utility Extensions  
Change Order No. One (1)

Dear Mr. Medley:

Enclosed for your review and execution are six (6) copies of Change Order No. One (1), which results in an addition of \$20,629.45 to the contract amount. This change order adjusts several items in the current contract. Please see the Change Order for a full breakdown of the changes. Also included is additional time to account for the unforeseen delays during the project.

Please place this item on the agenda for approval at your next meeting and upon approval please sign all six (6) copies. Return all six (6) copies to our office located at 719 S. George Nigh Expressway, McAlester, OK 74501 for further processing.

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. MC-09-01

cc w/enclosure:

Steve Fair, Project Representative, Mehlburger Brawley, Inc.  
Kenneth Little, Construction Manager, Mehlburger Brawley, Inc.  
Roger C. Ford, President, Mehlburger Brawley, Inc.



# McAlester City Council

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## AGENDA REPORT

Meeting Date: August 11, 2009  
Department: City Manager  
Prepared By: Mark B. Roath  
Date Prepared: 08/03/2009

Item Number: 9  
Account Code: \_\_\_\_\_  
Budgeted Amount: \_\_\_\_\_  
Exhibits: One

### Subject

Consider, and act upon, a renewal of the Business Customer Service Agreement for one year with United States Cellular Corporation related to wireless communication service.

### Recommendation

Motion to approve an Agreement renewal for one year with United States Cellular Corporation for wireless communication service.

### Discussion

See Clause No. #7 (a) of the Business Customer Service Agreement related to renewal.

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	<u>MBR</u>	<u>08/03/2009</u>

**BUSINESS CUSTOMER SERVICE AGREEMENT**

**THIS BUSINESS CUSTOMER SERVICE AGREEMENT** (this "Agreement"), dated August \_\_\_\_\_, 2008 (the "Effective Date"), is by and between United States Cellular Corporation on behalf of its operating licensed affiliates doing business as U.S. Cellular. ("USCC"), and the City of McAlester, Oklahoma on behalf of its employees and permitted subsidiaries and affiliates ("Customer").

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

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

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

**1. DEFINITIONS.**

- (a) "Equipment" means wireless telephone and data equipment purchased by Customer from USCC or otherwise provided to Customer by USCC for use in connection with Service.
- (b) "Service" means the wireless telecommunication services (including, without limitation, voice and data services) that USCC will provide to Customer pursuant to this Agreement.

**2. PROVISION OF SERVICE.**

(a) USCC shall provide and Customer shall purchase Service and Equipment pursuant to the terms and conditions set forth in this Agreement. Service is available to Equipment only when such Equipment is within the operating range of Service as set forth in USCC's standard coverage maps. The standard coverage maps as of the Effective Date are attached hereto as Exhibit A. Such maps may be updated periodically by USCC. Service is furnished for Customer's use only. Customer may not resell Service to third parties. Customer may not use the Service for any unlawful, improper, harassing or abusive purposes or in a manner that interferes with USCC's network, business operations, employees or customers.

(b) Customer's use of the data services portion of Service (currently known as easyedge<sup>sm</sup> Phone Service), specifically excluding any BlackBerry products or services, shall be governed by this Agreement and the Wireless Data (powered by BREW) End User License Agreement attached hereto as Exhibit B. Customer's use of any BlackBerry portion of the Service shall be governed by this Agreement and the applicable RIM License(s). For purposes of this Agreement, "RIM License(s)"

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

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

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

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

### 3. RATES AND CHARGES.

(a) Customer shall pay for Service at the rates set forth in Exhibit D. Customer shall also pay applicable additional fees and charges including, without limitation, regulatory cost recovery charges (e.g., Universal Service Fund, Enhanced 911, and Wireless Number Portability),

surcharges, and taxes. Customer acknowledges that such additional fees and charges are subject to change without prior notice.

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

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

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

4. **BILLING AND PAYMENT.**

USCC shall bill Customer on a monthly basis for all amounts due hereunder. Due to delayed reporting by other carriers, some wireless usage incurred while roaming outside a USCC market may be billed in months subsequent to Customer's actual usage. The minutes used, and associated charges, will be applied against Customer's monthly plan minutes in the month that the usage appears on Customer's bill rather than the month the calls were actually placed. Customer will be billed in advance for monthly access charges and in arrears for usage charges. Payments are due by the due date shown on the monthly invoice. USCC may charge a late fee of 18% per annum for any amount not paid when due. Except where prohibited by law, Customer agrees to reimburse USCC for all costs (including, without limitation, reasonable attorneys' fees, collection fees and similar expenses) incurred by USCC in connection with the collection of amounts due from Customer hereunder.

5. **COVERAGE.**

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

6. **EQUIPMENT**

(a) USCC shall sell wireless handset Equipment to Customer at the prices set forth in Exhibit F for each Eligible Upgrade and for each new line of Service activated by Customer. An "Eligible Upgrade" shall mean Customer's first upgrade of wireless handset Equipment for a line of Service after completing 20 months of Service on such line. Except for Eligible Upgrades and new activations, all other purchases or upgrades of wireless handset Equipment shall be at full retail price.

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

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

7. **TERM AND TERMINATION**

(a) **Term.** Unless terminated earlier as provided herein, the initial term of this Agreement shall commence as of the Effective Date and shall expire on June 30, 2009 (the "Initial Term"). The term of this Agreement shall renew thereafter for a single one year (the "Renewal Term") unless either party notifies the other party in writing of its intent not to renew this Agreement, and such notice is provided at least five days prior to the expiration of the Initial Term.

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

(c) **Early Termination Fees.** If this Agreement or any line of Service is terminated during the Initial Term for any reason other than USCC's

material breach of this Agreement or for reasons set forth in Section 7(b)(x) or Section 7(b)(y) above, Customer will be assessed an early termination fee of \$150.00 per terminated line of Service. Upon the expiration or termination of the Agreement, Customer shall return to U.S. Cellular all equipment Customer has purchased during the twelve (12) months immediately preceding the expiration or termination. Customer acknowledges that Customer receives subsidized equipment under this Agreement and Customer shall not be paid any additional consideration upon the return of the equipment to U.S. Cellular.

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

8. THEFT.

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

9. ARBITRATION.

Any controversy or claim arising out of or relating to this Agreement shall be resolved by binding arbitration at the request of either party. Each party shall bear its own costs and attorneys' fees. The American Arbitration Association shall administer the arbitration, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. Both parties acknowledge that this Agreement is a transaction involving interstate commerce, and is therefore governed by the Federal Arbitration Act. By agreeing to arbitration, both parties are waiving their right to litigate in court including any right to a jury trial. The parties agree that all claims shall be treated individually, and there shall be no consolidation of claims or class actions.

10. CERTIFICATE OF AUTHORITY.

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

11. **LIMITS OF LIABILITY.**

USCC'S liability regarding Customer's use of the services or related equipment, or the failure of or inability to use the Service or Equipment, is limited to the charges Customer incurs for the applicable Service or Equipment during the affected period. This means USCC is not liable for any incidental, indirect or consequential damages (INCLUDING, WITHOUT LIMITATION, lost profits or lost business opportunities), punitive or exemplary damages, or attorneys' fees.

12. **DISCLAIMER OF WARRANTIES.**

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

13. **ASSIGNMENT.**

USCC may assign this Agreement without notice to Customer. Customer may assign this Agreement only with USCC's prior written consent.

14. **ENTIRE AGREEMENT AND AMENDMENT.**

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

15. **GOVERNING LAW.**

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

16. **NO WAIVER; SEVERABILITY.**

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

17. **NOTICE.**

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

USCC:  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Customer:  
Attn: City Manager  
Mark B. Roath  
City of McAlester  
28 E. Washington  
McAlester, Oklahoma 74501  
FAX #: (918) 421-4971

With a copy to:

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

and to:

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

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

**18. COMPLIANCE WITH LAW.**

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

**19. PUBLICITY AND ADVERTISING.**

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

**20. IN BUILDING REPEATER SYSTEMS.**

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

**21. AFFILIATES AND SUBSIDIARIES.**

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

**22. CREDIT INFORMATION.**

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

**23. CONFIDENTIALITY.**

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

(b) **Maintaining Confidentiality.**

The parties shall:

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

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

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

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

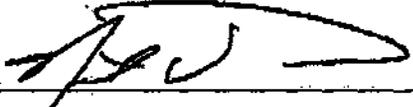
(d) Required Disclosures. Notwithstanding the foregoing, the receiving party may disclose the disclosing party's Confidential Information to the extent that the receiving party is required by any subpoena or other lawful process.

\* \* \* \* \*

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

UNITED STATES CELLULAR CORPORATION

CITY OF McALESTER, OKLAHOMA

By: 

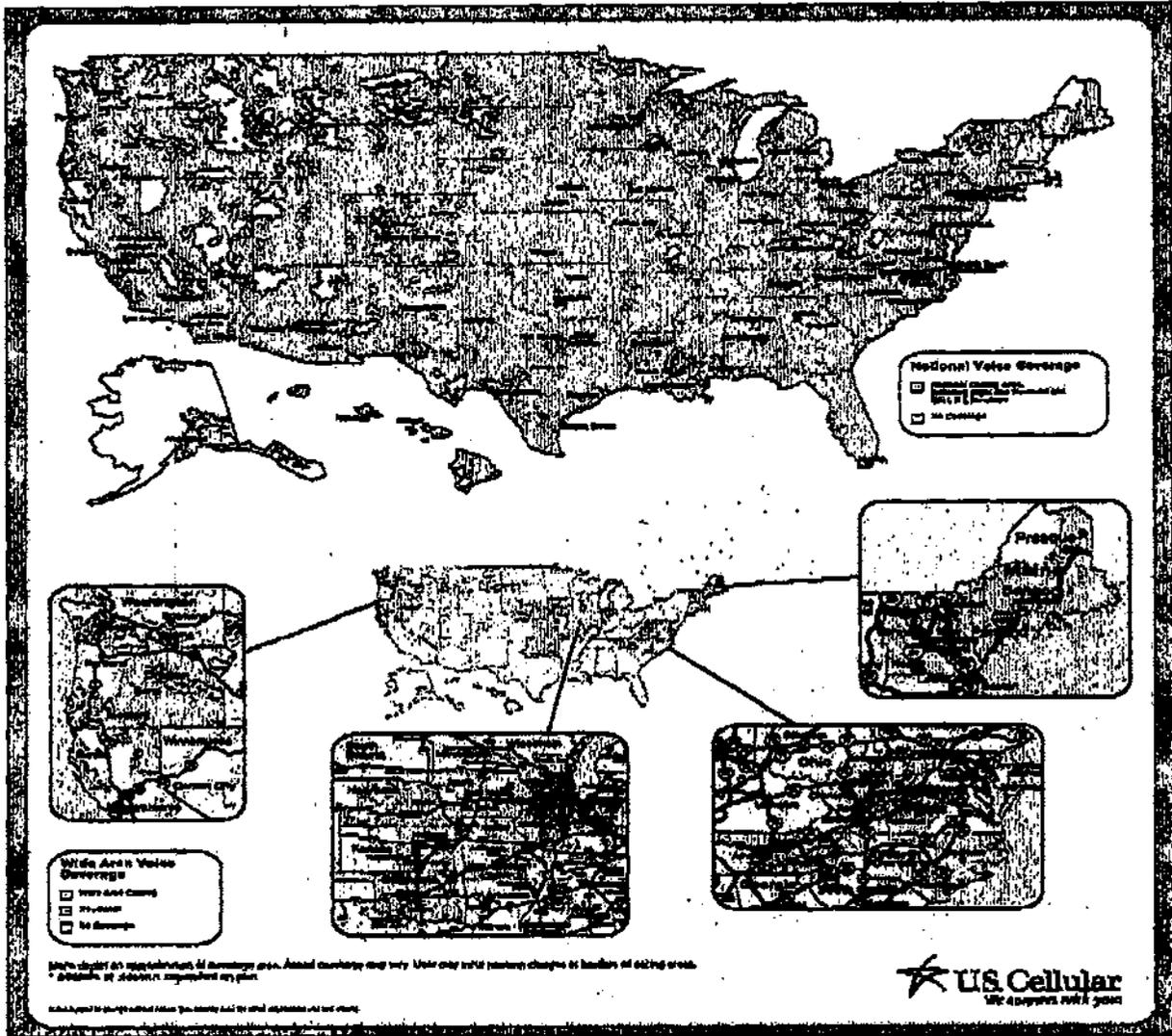
By: 

Name: ~~R. Mike Burwell~~ Nick B. Wright  
V.P. of West Region Operations  
Title: Sr. Director of Sales

Name: Kevin E. Priddle  
Title: Mayor

SIGNATURE PAGE  
TO  
BUSINESS CUSTOMER SERVICE AGREEMENT  
BY AND BETWEEN  
UNITED STATES CELLULAR CORPORATION  
AND  
CITY OF McALESTER OKLAHOMA

# EXHIBIT A CURRENT COVERAGE MAP



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

1. **Limited License.** The developer of the Application ("Developer") hereby grants to you a non-exclusive limited license to install the object code version of the Application on one wireless communication device and to use the Application on such device. All rights not expressly granted are reserved by the Developer. The term "Application" includes any software that is provided to you at the same time the Application is provided to you, or that is used in connection with the Application.
2. **Restrictions.** You agree not to reproduce, modify or distribute the Application or other software included in your wireless device ("Other Software"). Subject to applicable law, you agree not to decompile or reverse engineer the Application or the Other Software. You agree not to (i) remove any copyright or other proprietary notice from the Application or the Other Software, or (ii) sublicense or transfer the Application or the Other Software to a third party.
3. **Ownership.** You agree that the Developer and its licensors retain all right, title and interest in and to the Application and all copies of the Application, including all copyrights therein. You agree to erase an Application from your wireless device upon receipt of notice.
4. **Termination.** This Agreement shall terminate immediately, without notice, if you fail to comply with any material term of this Agreement. Upon termination you agree to immediately erase the Application from your wireless device.
5. **Disclaimer of Warranty.** THE APPLICATION IS LICENSED TO YOU "AS IS." DEVELOPER AND ITS LICENSORS DISCLAIM ANY AND ALL WARRANTIES REGARDING THE APPLICATION, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DEVELOPER DOES NOT WARRANT THAT THE OPERATION OF THE APPLICATION WILL BE UNINTERRUPTED OR ERROR FREE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY OR MAY BE LIMITED.
6. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE DEVELOPER OR ITS LICENSORS BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF THE USE OF THE APPLICATION (INCLUDING BUT NOT LIMITED TO LOST DATA OR LOST PROFITS), EVEN IF THE DEVELOPER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE DEVELOPER'S LIABILITY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY, EXCEED THE FEE PAID BY YOU. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF

**LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY OR MAY BE LIMITED.**

7. **Export.** The Application is subject to the export control laws and regulations of the United States and other jurisdictions. You agree to comply with all such laws and regulations.
8. **Government.** If you are or are acting on behalf of an agency or instrumentality of the United States Government, the Application is "commercial computer software" developed exclusively at private expense. Pursuant to FAR 12.212 or DFARS 227 7202 and their successors, as applicable, use, reproduction and disclosure of the Application is governed by the terms of this Agreement.
9. **Miscellaneous.** This Agreement is governed by the laws of the State of California, USA, without regard to California's conflict of law principles. The United Nations Convention on Contracts for the Sale of International Goods does not apply to this Agreement. If any provision hereof is held illegal, invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the legality, validity and enforceability of all other provisions of this Agreement shall not be affected thereby. This Agreement constitutes the entire agreement between you and the Developer regarding its subject matter and supersedes any prior agreement, whether written or oral, relating to the subject matter of this Agreement. No modification or alteration of this Agreement will be valid except in writing signed by you and the Developer.

**EXHIBIT C  
CUSTOMER SUPPORT**

**Account Team Contact Information:**

**Major Account Business Line 1 800 368 2501**

**Shawn Bellon, Major Account Executive 918 696 0126**

**Other Customer Service Contact Information:**

**Shannon Burke 918 270 5539**

**EXHIBIT D****RATES**

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

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

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

**Rate plan**

Wide Area Business Community 300 Pooled Plan

\$23.99 per line (all 89 lines)

300 minutes per line x 89 lines = 26,700 anytime pooled minutes PLUS

FREE UNLIMITED WIDE AREA Incoming Minutes and

FREE UNLIMITED WIDE AREA Mobile-to-Mobile Minutes

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

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

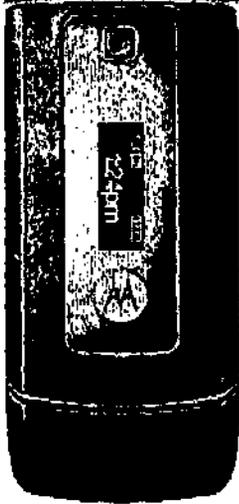
\$39.95 unlimited BlackBerry® data plan, for 10 lines with Blackberrys

**STATE**  
**STATEMENT OF WORK**

**STATE**      **STATE**      **STATE**      **STATE**      **STATE**      **STATE**      **STATE**

**EXHIBIT F  
EQUIPMENT**

**Motorola W385 .01**



**LG 380 \$19.95**



**EXHIBIT G**  
**BLACKBERRY EQUIPMENT**  
**BlackBerry® Curve \$49.95**





# McAlester City Council

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## AGENDA REPORT

Meeting Date:	<u>August 11, 2009</u>	Item Number:	<u>10</u>
Department:	<u>Public Works-Engineering</u>	Account Code:	<u>02-5871302</u>
Prepared By:	<u>Cliff Pitner</u>	Budgeted Amount:	<u>\$75,000</u>
Date Prepared:	<u>07/31/2009</u>	Exhibits:	<u>Two</u>

### Subject

Consider, and act upon, an Agreement for Engineering Services with Meshek & Associates, Inc. for Phase II Stormwater Management Program Year 4 & 5 for the City of McAlester to meet DEQ requirements.

### Recommendation

Motion to approve a \$75,000 Agreement for Engineering Services with Meshek & Associates, Inc. for Phase II Stormwater Management Program Year 4 & 5 requirements.

### Discussion

In July, 2008, the City Council approved the selection of Meshek & Associates as the City's engineering consultant for the Phase II Stormwater Management Program. Year 3 work has been completed and Year 4 & 5 work is scheduled to begin in July, 2009.

The Engineering Department recommends that the City Council engage Meshek and Associates to perform engineering services for Year 4 & 5, Phase II of the Stormwater Management Program. The City appropriated \$75,000 to engage and engineering firm to undertake this task.

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u>JCM</u>	<u>07/31/09</u>
City Manager	<u>MBR</u>	<u>08/03/2009</u>

**AGREEMENT  
FOR  
ENGINEERING SERVICES  
PHASE II STORMWATER MANAGEMENT PROGRAM YEAR 4-5 REQUIREMENTS**

THIS AGREEMENT, made and entered into this 11<sup>th</sup> day of AUGUST, 2009 between the City of McAlester, Oklahoma, a Municipal Corporation of Oklahoma, hereinafter referred to as CITY, and Meshek & Associates, LLC hereinafter referred to as ENGINEER;

WITNESSETH:

WHEREAS, CITY intends to comply with the Year 4-5 requirements of the approved Phase II Stormwater Managements Plan for the City, hereinafter referred to as the PROJECT; and,

WHEREAS, CITY requires certain professional services in connection with the PROJECT, including the development of a new Permit Application, hereinafter referred to as the SERVICES; and,

WHEREAS, ENGINEER, is prepared to provide such SERVICES;

WHEREAS, funding is available for the PROJECT through June, 2010.

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

1. SCOPE OF PROJECT. The scope of the PROJECT is described in Attachment A, SCOPE OF PROJECT, which is attached hereto and incorporated by reference as part of this AGREEMENT.
2. SERVICES TO BE PERFORMED BY ENGINEER. ENGINEER shall perform the SERVICES described in Attachment B, SCOPE OF SERVICES, which is attached hereto and incorporated by reference as part of this AGREEMENT.
3. CITY'S RESPONSIBILITIES. CITY shall be responsible for all matters described in Attachment C, RESPONSIBILITIES OF THE CITY, which is attached hereto and incorporated by reference as part of this AGREEMENT.
4. COMPENSATION. CITY shall pay ENGINEER in accordance with Attachment D, COMPENSATION, and further described in Attachment E, FEE/MANHOUR BREAKDOWN, which are attached hereto and incorporated by reference as part of this AGREEMENT.
5. SCHEDULE. ENGINEER shall perform the SERVICES described in Attachment B, SCOPE OF SERVICES, in accordance with the schedule set forth in Attachment F, SCHEDULE, attached hereto and incorporated by reference as part of this AGREEMENT.
6. STANDARD OF PERFORMANCE. ENGINEER shall perform the SERVICES undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity and with the applicable laws and regulations published and in effect at the time of performance of the SERVICES. The PROJECT shall be designed and engineered in a good and workmanlike manner and in strict accordance with this AGREEMENT. All

engineering work shall be performed by or under the supervision of Professional Engineers licensed in the State of Oklahoma, and properly qualified to perform such engineering services, which qualification shall be subject to review by CITY. Other than the obligation of the ENGINEER to perform in accordance with the foregoing standards, no warranty, either express or implied, shall apply to the SERVICES to be performed by the ENGINEER pursuant to this AGREEMENT or the suitability of ENGINEER'S work product.

7. LIMITATION OF RESPONSIBILITY.

- 7.1. ENGINEER shall not be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the PROJECT.
- 7.2. The presence of ENGINEER's personnel at a construction site is for the purpose of providing to the CITY a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s).
- 7.3. In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of ENGINEER.
- 7.4. Record drawings will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. ENGINEER is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.
- 7.5. ENGINEER's deliverables, including record drawings, are limited to the sealed and signed hard copies. Computer-generated drawing files furnished by ENGINEER are for CITY or others' convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.

8. OPINIONS OF COST AND SCHEDULE.

- 8.1. Since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors', subcontractors', or vendors' methods of determining prices, or over competitive bidding or market conditions, ENGINEER'S cost estimates shall be made on the basis of qualifications and experience as a Professional Engineer.
- 8.2. Since ENGINEER has no control over the resources provided by others to meet construction contract schedules, ENGINEER'S forecast schedules shall

be made on the basis of qualifications and experience as a Professional Engineer.

9. LIABILITY AND INDEMNIFICATION.

- 9.1. ENGINEER shall defend and indemnify CITY from and against legal liability for damages arising out of the performance of the SERVICES for CITY, including but not limited to any claims, costs, attorney fees, or other expenses of whatever nature where such liability is caused by the negligent act, error, or omission of ENGINEER, or any person or organization for whom ENGINEER is legally liable. Nothing in this paragraph shall make the ENGINEER liable for any damages caused by the CITY or any other contractor or consultant of the CITY.
- 9.2. ENGINEER shall not be liable to CITY for any special, indirect or consequential damages, such as, but not limited to, loss of revenue, or loss of anticipated profits.

10. CONTRACTOR INDEMNIFICATION AND CLAIMS.

- 10.1. CITY agrees to include in all construction contracts the provisions of Articles 7.1, and 7.2, and provisions providing contractor indemnification of CITY and ENGINEER for contractor's negligence.
- 10.2. CITY shall require construction contractor(s) to name CITY and ENGINEER as additional insureds on the contractor's general liability insurance policy.

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

12. INSURANCE.

- 12.1. During the performance of the SERVICES under this AGREEMENT, ENGINEER shall maintain the following insurance:
  - 12.1.1. General Liability Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence and not less than \$1,000,000 in the aggregate, and with property damage limits of not less than \$100,000 for each occurrence and not less than \$100,000 in the aggregate.
  - 12.1.2. Automobile Liability Insurance with bodily injury limits of not less than \$1,000,000 for each person and not less than \$1,000,000 for each accident and with property damage limits of not less than \$100,000 for each accident.
  - 12.1.3. Worker's Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance with limits of not less than \$100,000 for each occurrence.

12.1.4. Errors and Omissions Insurance to remain in effect during the PROJECT and the term of any legal liability. Errors and Omissions coverage to be for a minimum of \$1,000,000, deductibles subject to approval.

12.2. ENGINEER shall furnish CITY certificates of insurance which shall include a provision that such insurance shall not be canceled without at least 30 days written notice to the CITY.

13. OWNERSHIP AND REUSE OF DOCUMENTS.

13.1. All documents, including original drawings, estimates, specifications, field notes and data shall become and remain the property of the CITY.

13.2. CITY'S reuse of such documents without written verification or adaptation by ENGINEER for the specific purpose intended shall be at CITY'S risk.

14. TERMINATION OF AGREEMENT.

14.1. The obligation to continue SERVICES under this AGREEMENT may be terminated by either party upon fifteen days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

14.2. CITY shall have the right to terminate this AGREEMENT, or suspend performance thereof, for CITY'S convenience upon written notice to ENGINEER; and ENGINEER shall terminate or suspend performance of SERVICES on a schedule acceptable to CITY. In the event of termination or suspension for CITY'S convenience, CITY shall pay ENGINEER for all SERVICES performed to the date of termination in accordance with provisions of Attachment D, COMPENSATION. Upon restart of a suspended project, ENGINEER's contract price and schedule shall be equitably adjusted.

15. NOTICE.

Any notice, demand, or request required by or made pursuant to this AGREEMENT shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

To ENGINEER: MESHEK & ASSOCIATES, LLC  
1437 S. Boulder Ave.  
Suite 1080  
Tulsa, OK 74119  
Attention: W. Brandon Claborn, PE, CFM

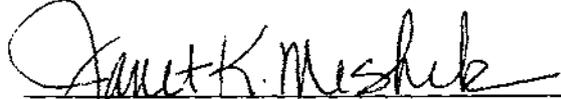
To CITY: CITY OF McALESTER, OKLAHOMA  
P.O. Box 578  
McAlester, OK 74502  
Attention: Cliff Pitner, PE

15.1. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of ENGINEER and CITY.

16. UNCONTROLLABLE FORCES. Neither CITY nor ENGINEER shall be considered to be in default of this AGREEMENT if delays in or failure of performance shall be due to forces which are beyond the control of the parties; including, but not limited to: fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage; inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either CITY or ENGINEER under this AGREEMENT; strikes, work slowdowns or other labor disturbances, and judicial restraint.
17. SEVERABILITY. If any portion of this AGREEMENT shall be construed by a court of competent jurisdiction as unenforceable, such portion shall be severed herefrom, and the balance of this AGREEMENT shall remain in full force and effect.
18. INTEGRATION AND MODIFICATION. This AGREEMENT includes Attachments A, B, C, D, and E, and represents the entire and integrated AGREEMENT between the parties; and supersedes all prior negotiations, representations, or agreements pertaining to the SCOPE OF SERVICES herein, either written or oral. CITY may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect ENGINEER's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT. This AGREEMENT may be amended only by written instrument signed by each of the Parties.
19. DISPUTE RESOLUTION PROCEDURE. In the event of a dispute between the ENGINEER and the CITY over the interpretation or application of the terms of this AGREEMENT, the matter shall be referred to the City's Director of Public Works for resolution. If the Director of Public Works is unable to resolve the dispute, the matter shall be referred to the City Manager for resolution. Regardless of these procedures, neither party shall be precluded from exercising any rights, privileges or opportunities permitted by law to resolve any dispute.
20. ASSIGNMENT. ENGINEER shall not assign its obligations undertaken pursuant to this AGREEMENT, provided that nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates, and subcontractors as ENGINEER may deem appropriate to assist ENGINEER in the performance of the SERVICES hereunder.
21. APPROVAL. It is understood and agreed that all work performed under this AGREEMENT shall be subject to inspection and approval by the Public Works Department of the City of McAlester, and any plans or specifications not meeting the terms set forth in this AGREEMENT will be replaced or corrected at the sole expense of the ENGINEER. The ENGINEER will meet with the City staff initially and monthly thereafter and will be available for public meetings and/or City of McAlester presentations.
22. KEY PERSONNEL. In performance of the SERVICES hereunder, ENGINEER has designated Janet K. Meshek as Project Manager for the PROJECT. ENGINEER agrees that no change will be made in the assignment of this position without prior approval of CITY.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT in multiple copies on the respective dates herein below reflected to be effective on the date executed by the Mayor of the City of McAlester.

Meshek & Associates, PLC



Janet K. Meshek, PE, CFM

Date 7/31/09

APPROVED:

CITY OF McALESTER, OKLAHOMA

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

\_\_\_\_\_  
Mayor

Date \_\_\_\_\_

APPROVED AS TO FORM:

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

**AGREEMENT  
FOR  
ENGINEERING SERVICES  
PHASE II STORMWATER MANAGEMENT PROGRAM YEAR 3 REQUIREMENTS**

**Scope of Project  
Attachment A**

**SCOPE OF PROJECT.** The PROJECT shall consist of assistance to the City of McAlester in meeting the requirements of the Phase II Stormwater Management Program for Year 4-5.

**AGREEMENT  
FOR  
ENGINEERING SERVICES  
PHASE II STORMWATER MANAGEMENT PROGRAM YEAR 4-5 REQUIREMENTS  
SCOPE OF SERVICES  
ATTACHMENT B**

The services to be performed by the ENGINEER, Meshek & Associates, LLC, under this AGREEMENT will consist of assistance to the City of McAlester in meeting the requirements of the Phase II Stormwater Management Program for Year 3. Further, it is understood and agreed that the date of beginning, rate of progress, and the time of completion of the work to be done hereunder are essential provisions of this AGREEMENT; and it is further understood and agreed that the work embraced in this AGREEMENT shall commence upon execution of this AGREEMENT and receipt of Notice to Proceed. All work must be complete by June 30, 2010.

B.1. Basic Services of ENGINEER. The basic services of the ENGINEER shall include, but are not limited to the following tasks:

***B.1.1. Task 1 - Program Management, Implementation Strategies, Costs, and Recommendations for Year 4-5 Activities***

- a. **MCM-1: Public Education and Outreach on Storm Water Impacts**
  - 1-1 Brochures
  - 1-2 Present City Stormwater Program to City Council
  - 1-3 Utilize Television Channel 21
  - 1-4 Clean-Up Events
  - 1-5 School Programs
  - 1-6 Storm Drain Marking
  - 1-7 Pollutant Collection
- b. **MCM-2: Public Involvement**
  - 2-1 - 2-4 These items are included in the MCM 1 tasks above.
  - 2-5 Recycling - Develop methods to inform public of established recycling centers
- c. **MCM-3: Illicit Discharge Detection and Elimination**
  - 3-1 Brochures
  - 3-2 Outfalls
  - 3-4 Ordinance
  - 3-5 Maintain Assist database.
  - 3-6 Hotline
- d. **MCM-4: Construction Site Storm Water Runoff Control**
  - 4-1 Construction Notification & Inspection Program
  - 4-2 Construction Ordinance
  - 4-3 Public Information
  - 4-4 Develop administrative procedures for site plan review
- e. **MCM-5: Post Construction Storm Water Control**
  - 5-1 Post-Construction Program
  - 5-2 Brochures
- f. **MCM-6: Pollution Prevention/Good Housekeeping for Municipal Operations**
  - 6-1 Survey Municipal & Industrial Operations
  - 6-2 City Employee/Contractor Training
  - 6-3 Good Housekeeping Maintenance Program
  - 6-3 Good Housekeeping Maintenance Program
  - 6-4 City Facilities Inspection Program
  - 6-5 Enforcement Program
- g. **Prepare Annual Report**

- B.1.2.      Task 2 – Develop Good Housekeeping Manual***
- a.   Prepare Report***
  - b.   Assist with the Implementation of the Program***
  
- B.1.3.      Task 3 – Prepare SPCC for Fuel Tanks***
- a.   Prepare Plan***
  - b.   Present to City Staff***
  - c.   Provide BMP Training As Needed***
  
- B.1.4.      Task 4 – Prepare Permit Application for 2010-2015 Stormwater Program***
- a.   Coordinate with ODEQ as needed***

**AGREEMENT  
FOR  
ENGINEERING SERVICES  
PHASE II STORMWATER MANAGEMENT PROGRAM YEAR 3 REQUIREMENTS  
Responsibilities of the City  
Attachment C**

**RESPONSIBILITIES OF THE CITY.** The CITY agrees:

- C.1** **Reports, Records, etc.** To furnish, as required by the work, and not at expense to the ENGINEER:
- C.1.1 Records, reports, studies, plans, drawings, and other data available in the files of the CITY that may be useful in the work involved under this AGREEMENT.
  - C.1.2 Standard construction drawings and standard specifications.
  - C.1.3 ENGINEER will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CITY.
- C.2** **Access.** To provide access to public and private property when required in performance of ENGINEER's services.
- C.3** **Staff Assistance.** Designate in writing a person to act as its representative in respect to the work to be performed under this AGREEMENT, and such person shall have complete authority to transmit instructions, receive information, interpret and define CITY'S policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this AGREEMENT.
- C.3.1 Furnish staff assistance in locating, both horizontally and vertically, existing CITY owned utilities and in expediting their relocation as described in Attachment B. Further, CITY will furnish assistance as required in obtaining locations of other utilities, including "potholing".
  - C.3.2 Furnish legal assistance as required in the preparation of bidding, construction and other supporting documents.
- C.4** **Review.** Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by ENGINEER and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

**AGREEMENT  
FOR  
ENGINEERING SERVICES  
PHASE II STORMWATER MANAGEMENT PROGRAM YEAR 3 REQUIREMENTS  
Compensation  
Attachment D**

**COMPENSATION.** The CITY agrees to pay, as compensation for services set forth in Attachment B, the following fees, payable monthly as each Phase of the work progresses; and within 30 calendar days of receipt of invoice. ENGINEER shall submit monthly invoices based upon actual hours or work, invoiced according to the Rate Schedule provided in Attachment E, completed at the time of billing. Invoices shall be accompanied by such documentation as the CITY may require in substantiation of the amount billed.

D.1 Total Compensation.

D.1.1 For the work under this project, Attachment B, the total maximum billing including direct costs and subconsultant services is Seventy-Five Thousand Dollars and No Cents (\$75,000.00), which total amount shall not be exceeded without further written authorization by the CITY. The estimate of hourly labor costs is shown in Attachment D-1. The hourly rate schedule is included in Attachment E of this Agreement.

D.2 Subconsultants and Other Professional Associates. Services of subcontractors and other professional shall be compensated for at actual cost if required.

D.3 Other Direct Costs.

D.3.1 Travel and subsistence shall be compensated for at actual cost. Local travel by personal or firm automobile shall be compensated for at \$0.55 per mile or current governmental rate.

D.3.2 Printing expenses shall be reimbursed as shown in Attachment E.

D.3.3 Any other direct costs shall be compensated for at actual cost.

D.4 Additional Services. Unless otherwise provided for in any accepted and authorized proposal for additional services, such services shall be compensated for on the same basis as provided for in D.2 and D3.

- D.5            Terminated Services.        If this AGREEMENT is terminated, ENGINEER shall be paid for services performed to the effective date of termination as follows:
- D.5.1        For hourly services as presented in D.2.
- D.6            Conditions of Payment.
- D.6.1        Progress payments shall be made in proportion to services rendered and expenses incurred as indicated within this AGREEMENT and shall be due and owing within thirty days of ENGINEER'S submittal of his progress payment invoices.
- D.6.2        If CITY fails to make payments due ENGINEER within sixty days of the submittal of any progress payment invoice, ENGINEER may, after giving fifteen days written notice to CITY, suspend services under this AGREEMENT.
- D.6.3        If the PROJECT is delayed, or if ENGINEER'S services for the PROJECT are delayed or suspended for more than ninety days for reasons beyond ENGINEER'S control, ENGINEER may, after giving fifteen days written notice to CITY, request renegotiation of compensation.

ASSISTANCE WITH YEAR 4-5 STORMWATER MANAGEMENT PLAN (SWMP) IMPLEMENTATION Attachment D-1		HOURS						
		Principal Engineer	Project Manager / Engineer	Stormwater Specialist (John Hart)	GIS Specialist	Staff Engineer / Field Tech	Clerical	Totals
		\$160	\$125	\$150	\$60	\$75	\$50	
<b>Task 1 - Program Management, Implementation Strategies, Costs, and Recommendations for Year 4-5 Activities</b>								
<b>MCM-1: Public Education and Outreach on Storm Water Impacts</b>		2.00	24.00	8.00			1.00	35.00
	1-1 Brochures							
	1-2 Present City Stormwater Programs to City Council							
	1-3 Utilize Television Channel 21							
	1-4 Clean-Up Events							
	1-5 School Programs							
	1-6 Storm Drain Marking							
	1-7 Pollutant Collection							
<b>MCM-2: Public Involvement</b>		2.00	8.00	8.00	4.00		2.00	24.00
	2-1 - 2-4 These items are included in the MCM 1 tasks above.							
	2-5 Recycling - Develop methods to inform public of established recycling centers							
<b>MCM-3: illicit Discharge Detection and Elimination</b>			24.00	10.00	16.00	24.00	2.00	76.00
	3-1 Brochures							
	3-2 Outfalls							
	3-4 Ordinance							
	3-5 Maintain Assisit database							
	3-6 Hotline							
<b>MCM-4: Construction Site Storm Water Runoff Control</b>			12.00	4.00			2.00	18.00
	4-1 Construction Notification & Inspection Program							
	4-2 Construction Ordinance							
	4-3 Public Information							
	4-4 Develop administrative procedures for site plan review							
<b>MCM-5: Post Construction Storm Water Control</b>			8.00	8.00			2.00	18.00
	5-1 Post-Construction Program							
	5-2 Brochures							
<b>MCM-6: Pollution Prevention/Good Housekeeping for Municipal Operations</b>		1.00	40.00	16.00	4.00	4.00	2.00	68.00
	6-1 Survey Municipal & Industrial Operations							
	6-2 City Employee/Contractor Training							
	6-3 Good Housekeeping Maintenance Program							
	6-4 City Facilities Inspection Program							
	6-5 Enforcement Program							
Prepare Year 4-5 Annual Report		6.00	18.00	18.00	15.00	3.00	2.00	62.00
<b>Task 2 - Develop Good Housekeeping Manual</b>								
Prepare Report		2.00	40.00	40.00			2.00	84.00
Assist with the Implementation of the Program			16.00	16.00				
<b>Task 3 - Prepare SPCC for Fuel Tanks</b>								
Prepare Plan			4.00	16.00				
Present to City Staff			4.00	4.00				
Provide BMP Training As Needed			8.00	8.00				
<b>Task 4 - Prepare Permit Application for 2010-2015 Stormwater ODEQ Coordination</b>								
		2.00	46.00	36.00	8.00	8.00	4.00	
			18.00	10.00				
Hourly Totals		16.00	256.00	202.00	47.00	39.00	19.00	385.00
							Subtotal Labor	\$72,335.00
							Direct Costs	
							Mileage, Printing and Reproduction:	\$2,665.00
							Direct	\$2,665.00
							TOTAL FEE	\$75,000.00

**AGREEMENT  
FOR  
ENGINEERING SERVICES  
PHASE II STORMWATER MANAGEMENT PROGRAM YEAR 3 REQUIREMENTS  
Billing Rate Sheet  
Attachment E**

Hourly Rates For: Meshek & Associates, PLC:

**E.1 Allowance for Office Work:**

Labor billing will be computed as the actual hourly salary rate times a multiplier of 2.85. The multiplier consists of:

Salary	1.00
Overhead	<u>1.59</u>
Subtotal	2.59
10% Profit	<u>0.26</u>
Total Multiplier	2.85

In general, the billing rates will be approximately:

Principal Engineer	\$ 150.00
Stormwater Specialist	\$ 150.00
Project Engineer	\$ 125.00
GIS Specialist	\$ 80.00
Staff Engineer	\$ 75.00
Field Technician	\$ 75.00
Clerical	\$ 50.00

**E.2 Travel Expense:**

Total mileage traveled for field and office visits x \$0.55/mile or current government rate.

**E.3 Reproduction costs:**

**E.3.1 In-house reproduction:**

8-1/2 x 11 Copies/Prints - B/W	\$ 0.10/each
11 x 17 Copies/Prints - B/W	\$ 0.20/each
8-1/2 x 11 Copies/Prints - Color	\$ 1.00/each
11 x 17 Copies/Prints - Color	\$ 2.00/each
B/W Plots - large scale	\$ 0.15/SF
Color Plots - large scale	\$ 1.50/SF

**E.3.2 Outside reproduction - At Cost**

**E.4 Miscellaneous expenses and fees: At Cost**

**Cliff Pitner**

**From:** Brandon Claborn [bclaborn@meshekengr.com]  
**Sent:** Tuesday, June 30, 2009 10:11 AM  
**To:** Cliff Pitner  
**Subject:** Proposal  
**Attachments:** Brandon Claborn P E CFM.vcf; Year 4-5 Proposal.pdf

Cliff,

Please find attached an <sup>Signed</sup> ~~unsigned~~ copy of our proposal for FY 09-10. Feel free to mark up the PDF with any comments or call and discuss directly. If this works for you I'll send a signed copy.

If a Stormwater Separator/Treatment unit is needed as the maintenance yard, it appears that some engineering design would be required. Our best estimate at this point is approximately \$15k-20k for design and \$18k to \$24k to purchase the unit. Other additional costs for the program would be \$3k to \$5k for spill kits, brochures, etc.

Sincerely,

Brandon Claborn



**Brandon Claborn, P.E. CFM**  
Meshek & Associates, PLC  
Project Manager/Associate Principal  
bclaborn@meshekengr.com

1437 S Boulder Ave, Suite 1080  
Tulsa, OK 74119

(918) 392-5620 Work  
(918) 698-6699 Mobile

Council Chambers  
Municipal Building  
July 28, 2009

The McAlester Airport Authority met in a Regular session on Tuesday, July 28, 2009, at 6:00 P.M. after proper notice and agenda was posted July 23, 2009.

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

Absent: None

Presiding: Kevin E. Priddle, Chairman

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

- **Approval of the Minutes from the July 14, 2009, Regular Meeting of the McAlester Airport Authority.** (*Cora Middleton, City Clerk*)
- **Confirm action taken on City Council Agenda Item A regarding the Claims for the period ending June 30, 2009.** (*Sherry Alessi, Assistant Chief Financial Officer*) No claims for this period.
- **Confirm action taken on City Council Agenda Item B regarding the Claims for the period of July 15, 2009 through July 28, 2009.** (*Sherry Alessi, Assistant Chief Financial Officer*) In the amount of \$790.86.

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

AYE: Trustees Condit, Browne, Wilkinson, Garvin, Mason, Fiedler & 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 Condit, Browne, Wilkinson, Garvin, Mason, Fiedler & Chairman Priddle

NAY: None

Chairman Priddle declared the motion carried.

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Kevin Priddle, Chairman

ATTEST:

---

Cora Middleton, Secretary

Council Chambers  
Municipal Building  
July 28, 2009

The McAlester Public Works Authority met in a Regular session on Tuesday, July 28, 2009, at 6:00 P.M. after proper notice and agenda was posted July 23, 2009.

Present: Chris Fiedler, Donnie Condit, John Browne, Haven Wilkinson Buddy Garvin, Sam Mason, William J. Ervin. Jr. & Kevin E. Priddle  
Absent: None  
Presiding: Kevin E. Priddle, Chairman

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

- **Approval of the Minutes from the July 14, 2009, Regular Meeting of the McAlester Public Works Authority.** *(Cora Middleton, City Clerk)*
- **Confirm action taken on City Council Agenda Item A regarding the Claims for the period ending June 30, 2009.** *(Sherry Alessi, Assistant Chief Financial Officer)* In the amount of \$58,537.02.
- **Confirm action taken on City Council Agenda Item B regarding the Claims for the period of July 15, 2009 through July 28, 2009.** *(Sherry Alessi, Assistant Chief Financial Officer)* In the amount of \$106,431.03.
- **Confirm action taken on City Council Agenda Item 1 regarding a Resolution establishing a formal plan for repayment of funds identified in the BKD, LLP Forensic Accounting Report.** *(Kevin E. Priddle, Mayor, Buddy Garvin, Vice-Mayor and Donnie Condit, Councilmember)*
- **Confirm action taken on City Council Agenda Item 2 regarding an Ordinance amending Ordinance No. 2327 which established the budget for fiscal year 2009-2010; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency.** *(Mark B. Roath, City Manager)*
- **Confirm action taken on City Council Agenda Item 11 regarding an engineering contract with SCS Engineers of Bedford, Texas for the evaluation of the existing landfill cells.** *(Pete Stasiak, Interim Public Works Director)*

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

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

AYE: Trustees Browne, Wilkinson, Garvin, Mason, Fiedler, Condit & Chairman Priddle

NAY: None

Chairman Priddle declared the motion carried.

ATTEST:

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Kevin Priddle, Chairman

---

Cora Middleton, Secretary