



# McAlester City Council

## NOTICE OF MEETING

### Regular Meeting Agenda

Tuesday, July 8, 2008 – 6:00 pm  
McAlester City Hall – Council Chambers  
28 E. Washington

Kevin E. Priddle.....	Mayor
Chris B. Fiedler.....	Ward One
Donnie Condit.....	Ward Two
John Browne.....	Ward Three
Haven Wilkinson.....	Ward Four
Buddy Garvin.....	Ward Five
Sam Mason.....	Ward Six
Mark B. Roath.....	City Manager
.....	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**

- Gaetano Franzese, Chaplain, Oklahoma State Prison

#### **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 June 23, 2008, Special Meeting of the City Council and Audit and Finance Advisory Committee.** *(Cora Middleton, City Clerk)*
- B. **Approval of the Minutes from the June 24, 2008, Regular Meeting of the City Council.** *(Cora Middleton, City Clerk)*
- C. **Approval of the Minutes from the June 26, 2008, Special Meeting of the City Council and Audit and Finance Advisory Committee.** *(Cora Middleton, City Clerk)*
- D. **Approval of the Minutes from the June 30, 2008, Special Meeting of the City Council and Audit and Finance Advisory Committee.** *(Cora Middleton, City Clerk)*
- E. **Authorize the Mayor to sign Pledge and Guarantee, shown as Exhibit B to the Participation Agreement for FY 2008-2009 with the Association for Landfill Financial Assistance (ALFA).** *(George Marcangeli, City Engineer and Public Works Director)*
- F. **Authorize the Mayor to sign an Engagement Letter with Crawford and Associates, P.C., for accounting and consulting services for the period from July 1, 2008 through June 30, 2009.** *(Mark B. Roath, City Manager)*
- G. **Approval of Claims for the period of June 25, 2008 through June 30, 2008.** *(Sherry Alessi, Assistant City Treasurer)*
- H. **Approval of Claims for the period of July 1, 2008 through July 8, 2008.** *(Sherry Alessi, Assistant City Treasurer)*

## **ITEMS REMOVED FROM CONSENT AGENDA**

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## **SCHEDULED BUSINESS**

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1. **Presentation of Non-Uniform Employee of the Month for June, 2008.** *(Cliff Pitner, Chairperson, Non-Uniform Committee)*

### Executive Summary

The Non-Uniform Committee has selected Jered Weeks as Employee of the Month for June, 2008.

2. **Discussion, and possible action, on appointing a Council Subcommittee to negotiate a contract with McAlester Economic Development Service, Inc., for the period July 1, 2008 through June 30, 2009.** *(Kevin E. Priddle, Mayor)*

### Executive Summary

This agenda item involves the appointment of a Council Subcommittee to negotiate a contract with the McAlester Economic Development Service, Inc., for the period July 1, 2008 through June 30, 2009.

3. **Consider, and act upon, Site Review and Land Use Acceptance for Legends Beauty Salon, on Lots 1 and 2 in Block 419 and the North ½ of adjacent vacant alley, generally located in the 1100 Block of E. Cherokee.** *(Mark B. Roath, City Manager)*

### Executive Summary

This agenda item involves accepting the Planning Commission recommendation concerning the site review and land use acceptance for Legends Beauty Salon located in the 1100 Block of E. Cherokee.

4. **Consider, and act upon, the City Manager's appointment of the firm of Ervin and Ervin, L.L.P. as "City Attorney" and to authorize the Mayor to sign an Agreement for Legal Services with said firm. (Mark B. Roath, City Manager)**

Executive Summary

This agenda item involves the City Manager's appointment of Ervin and Ervin, L.L.P. as "City Attorney" and ratification of said appointment by the City Council in accordance with Article 5, Section 5.1 of the McAlester City Charter and authorization by the Mayor to sign an Agreement for Legal Services with said firm.

5. **Consider, and act upon, authorizing the Mayor to sign an Agreement for Engineering Services with Meshek and Associates, L.L.C. in an amount not to exceed \$75,000.00, for Year 3 requirements of the approved Phase II Stormwater Management Plan for the City of McAlester. (George Marcangeli, City Engineer and Public Works Director)**

Executive Summary

This agenda item involves an engineering agreement with Meshek and Associates, L.L.C., in an amount not to exceed \$75,000.00, to perform consultant services related to Phase II Stormwater Management Plan Year 3 requirements.

6. **Consider, and act upon, award of bid for water treatment plant modifications (enhanced coagulation) and authorizing the Mayor to enter into a construction contract, after review and approval by the City Attorney's Office, with Northern Equipment Company, Inc., in an amount not to exceed \$676,599.99. (David Medley, Utilities Director)**

Executive Summary

This agenda item involves awarding a bid to Northern Equipment Company, Inc.; in an amount not to exceed that shown above, for enhanced coagulation modifications at the water treatment plant and authorize the Mayor to enter into a construction contract after all required documents are completed by said Company and reviewed by the City Attorney's Office.

**NEW BUSINESS**

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

**CITY MANAGER'S REPORT**

**REMARKS AND INQUIRIES BY CITY COUNCIL**

RECESS COUNCIL MEETING

**CONVENE AS McALESTER AIRPORT AUTHORITY**

*Majority of a Quorum required for approval*

- **Approval of the Minutes from the June 24, 2008, Regular Meeting of the McAlester Airport Authority. (Cora Middleton, City Clerk)**
- **Confirm action taken on City Council Agenda Item G regarding the Claims for the period of June 25, 2008 through June 30, 2008. (Sherry Alessi, Assistant City Treasurer)**
- **Confirm action taken on City Council Agenda Item H regarding the Claims for the period of July 1, 2008 through July 8, 2008. (Sherry Alessi, Assistant City Treasurer)**

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 June 24, 2008, Regular Meeting of the McAlester Public Works Authority. (Cora Middleton, City Clerk)**
- **Confirm action taken on City Council Agenda Item 5 authorizing the Mayor to sign an Agreement for Engineering Services with Meshek and Associates, L.L.C. in an amount not to exceed \$75,000, for Year 3 requirements of the approved Phase II Stormwater Management Plan for the City of McAlester. (George Marcangeli, City Engineer)**
- **Confirm action taken on City Council Agenda Item 6 award of bid for water treatment plant modifications (enhanced coagulation) and authorizing the Mayor to enter into a construction contract, after review and approval by the City Attorney's Office, with Northern Equipment Company, Inc., in an amount not to exceed \$676,599.99. (David Medley, Utilities Director)**
- **Confirm action taken on City Council Agenda Item G regarding the Claims for the period of June 25, 2008 through June 30, 2008. (Sherry Alessi, Assistant City Treasurer)**
- **Confirm action taken on City Council Agenda Item H regarding the Claims for the period of July 1, 2008 through July 8, 2008. (Sherry Alessi, Assistant City Treasurer)**

ADJOURN MPWARECONVENE 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 \_\_\_\_, 2007 at \_\_\_ a.m./ p.m. as required by law in accordance with Section 303 of the Oklahoma Statutes and that the appropriate news media was contacted. As a courtesy, this agenda is also posted on the City of McAlester website: [www.cityofmcalester.com](http://www.cityofmcalester.com).*

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Cora M. Middleton, City Clerk

Council Chambers  
Municipal Building  
June 24, 2008

The McAlester City Council met in regular session on Tuesday, June 24, 2008, at 6:00 P.M. after proper notice and agenda was posted June 18, 2008, at 3:00 P.M.

**CALL TO ORDER**

Mayor Lewis called the meeting to order. Council Roll Call was as follows:

Present: Sam Mason, Weldon Smith, Donnie Condit, Buddy Garvin, Travis Read & Mayor Lewis  
Absent: Haven Wilkinson  
Presiding: Don Lewis, Mayor

Staff Present: David Burke, City Treasurer; Robert Ivester, City Attorney; Cora Middleton, City Clerk and Mark Roath, City Manager

**INVOCATION & PLEDGE OF ALLEGIANCE**

- **Ms. Maureen Harrison, McAlester**

Mayor Lewis led the Pledge of Allegiance.

Mayor Lewis commented that there a couple of announcements that needed to be made.

Mark Roath requested that the Council consider not holding an Executive Session as scheduled. He stated that a Special Meeting was scheduled for Thursday, that included tonight's proposed agenda item. He reported that the Swearing-In Ceremony would be on Tuesday, July 8<sup>th</sup> and not on Monday, June 30<sup>th</sup>. He explained that the language in the current Charter stated that the Council would take office the first Monday in July and that there would be a week that the new members would not be able to act on anything.

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

Ann Autrey addressed the Council expressing her frustration with the results she had received from the salary survey and new pay plan. She commented that after calculating the effect the increase she had received on her salary, she did not feel it would be worth staying for four more years and she had submitted her resignation.

Maureen Harrison addressed the Council expressing her appreciation for them allowing the Juneteenth Celebration and that the celebration had gone very nicely.

**CONSENT AGENDA**

*All matters listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If*

*discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.*

- A. Approval of the Minutes from the June 3, 2008, Special Meeting of the City Council. (Cora Middleton, City Clerk)**
- B. Approval of the Minutes from the June 9, 2008, Special Meeting of the City Council. (Cora Middleton, City Clerk)**
- C. Approval of the Minutes from the June 10, 2008, Regular Meeting of the City Council. (Cora Middleton, City Clerk)**
- D. Concur with Mayor's reappointment of Lee Anderson to the McAlester Economic Development Service, Inc., for the term to expire June, 2011. (Cora Middleton, City Clerk)**
- E. Concur with Mayor's reappointment of Terry Lanham to the McAlester Economic Development Service, Inc., for the term to expire June, 2011. (Cora Middleton, City Clerk)**
- F. Concur with Mayor's reappointment of Frank Phillips to the McAlester Economic Development Service, Inc., for the term to expire June, 2011. (Cora Middleton, City Clerk)**
- G. Concur with Mayor's reappointment of Noble Miller to the McAlester Economic Development Service, Inc., for the term to expire June, 2011. (Cora Middleton, City Clerk)**
- H. Concur with Mayor's reappointment of Anthony "Tony" Drizness to the Pittsburg County Regional EXPO Authority for the term to expire June, 2012. (Cora Middleton, City Clerk)**
- I. Consider, and act upon, authorizing the Mayor to sign an Addendum to the Public Works Project Contract between the Oklahoma Department of Corrections and the City of McAlester for the period July 1, 2008 to June 30, 2009. (Mark B. Roath, City Manager)**
- J. Approval of Claims for the period of June 11 through June 24, 2008. (David Burke, City Treasurer) In the amounts of: General Fund - \$200,257.18, Parking Authority - \$214.68, Nutrition - \$252.50, C.O.P.S./Grant - 2,490.00, SE Expo Center/Tourism - \$12,100.40, E-911 - \$2,108.19 and CDBG Grants Fund - \$11,154.01.**

Mayor Lewis stated that he had received requests to withdraw items "D" and "F".

Councilman Read requested that items "E" and "G" be removed also.

Councilman Smith commented that he had comment on the minutes, items "A" and "C".

Councilman Read moved to approve the consent agenda items B, H, I, and J. The motion was seconded by Councilman Smith.

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

AYE: Councilman Smith, Condit, Read, Garvin, Mason & Mayor Lewis

NAY: None

Mayor Lewis declared the motion carried.

**ITEMS REMOVED FROM CONSENT AGENDA**

- A. Approval of the Minutes from the June 3, 2008, Special Meeting of the City Council.**  
*(Cora Middleton, City Clerk)*

Councilman Smith commented that he wanted the clerk to check something for him. He stated that on the third page, halfway down the sentence "Councilman Mason questioned the use of the word shall." He asked for more clarification.

- C. Approval of the Minutes from the June 10, 2008, Regular Meeting of the City Council.**  
*(Cora Middleton, City Clerk)*

Councilman Smith commented that on page six in the discussion of the Emergency Fund, he did not remember discussing using City personnel to work on private property.

Ms. Middleton confirmed that there had been discussion regarding the use of City personnel on private property.

- E. Concur with Mayor's reappointment of Terry Lanham to the McAlester Economic Development Service, Inc., for the term to expire June, 2011.** *(Cora Middleton, City Clerk)*

Mayor Lewis asked if Councilman Read had any comments.

Councilman Read stated that he didn't have any comments; he thought it would be appropriate to consider the appointments individually.

Councilman Condit moved to approve the reappointment of Terry Lanham to the McAlester Economic Development Service, Inc. The motion was seconded by Councilman Read.

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

AYE: Councilman Condit, Read, Garvin, Mason, Smith & Mayor Lewis

NAY: None

Mayor Lewis declared the motion carried

- G. Concur with Mayor's reappointment of Noble Miller to the McAlester Economic Development Service, Inc., for the term to expire June, 2011. (Cora Middleton, City Clerk)**

Councilman Garvin moved to approve the reappointment of Noble Miller to the McAlester Economic Development Service, Inc. The motion was seconded by Councilman Read.

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

AYE: Councilman Read, Garvin, Mason, Smith, Condit & Mayor Lewis  
NAY: None

Mayor Lewis declared the motion carried.

**SCHEDULED BUSINESS**

- 1. Consider, and act upon, authorizing the Mayor to enter into a contract with Interact Public Safety Systems, in an amount not to exceed \$245,788.00, for addressing and mapping Pittsburg County, including the City of McAlester, for the E-911 system. (Lisa Sutterfield, E-911 Coordinator and Jim Lyles, Chief-of-Police)**

**Executive Summary**

*This agenda item concerns a proposed agreement for addressing and mapping Pittsburg County including the City of McAlester for the E-911 system.*

Councilman Mason moved to authorize the Mayor to enter into a contract with Interact Public Safety Systems, in an amount not to exceed \$245,788.00, for addressing and mapping Pittsburg County, including the City of McAlester, for the E-911 system. The motion was seconded by Councilman Condit.

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

AYE: Councilman Garvin Mason, Smith, Condit, Read & Mayor Lewis  
NAY: None

Mayor Lewis declared the motion carried.

- 2. Consider, and act upon, an Ordinance of the City of McAlester, Oklahoma, creating Section 2-68, Conflict of Interest, and declaring an emergency. (Travis Read, Councilmember)**

**Executive Summary**

*This agenda item concerns an ordinance creating a section of the McAlester Code of Ordinances related to Conflict of Interest.*

**ORDINANCE NO. 2293**

**AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, CREATING SECTION 2-68, CONFLICT OF INTEREST, AND DECLARING AN EMERGENCY.**

Councilman Mason moved to approve ORDINANCE NO. 2293, seconded by Councilman Read.

Before the vote, Councilman Read stated that he would like to amend the motion to insert a severability clause at the appropriate place in the Ordinance, prior to it's signing by the Mayor.

Councilman Garvin agreed with the amendment and stated that he would like the new Council to review the Ordinance. He also commented that Councilman Read had done a fine job with the Ordinance.

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

AYE: Councilman Garvin, Mason, Smith, Condit, Read & Mayor Lewis  
NAY: None

Mayor Lewis declared the motion carried and the Ordinance was approved with the amendment.

Councilman Mason moved to approve the EMERGENCY CLAUSE, seconded by Councilman Garvin.

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

AYE: Councilman Mason, Smith, Condit, Read, Garvin & Mayor Lewis  
NAY: None

Mayor Lewis declared the motion carried.

3. **Consider, and act upon, an Ordinance of the City of McAlester, Oklahoma, creating Section 2-69, Board of Ethics, and declaring an emergency. (Travis Read, Councilmember)**

Executive Summary

*This agenda item concerns an ordinance creating a section of the McAlester Code of Ordinances related to a Board of Ethics.*

**ORDINANCE NO. 2294**

**AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, CREATING SECTION 2-69, BOARD OF ETHICS, AND DECLARING AN EMERGENCY.**

Councilman Mason moved to approve ORDINANCE NO. 2294, seconded by Councilman Condit.

Before the vote, Councilman Read stated that he would like to amend the motion to insert a severability clause at the appropriate place in the Ordinance, insert the word unpaid on the first page before private citizen members and on page three in paragraph 3.a.3 strike the word County before District Attorney prior to it's signing by the Mayor. He commented that he wasn't going to ask the City Clerk to read the Ordinance but he felt it was important for the preamble to be read. Councilman Read then read the preamble. He explained that the preamble clarified the

intent of the Ordinance and it was a requirement of the new Charter. He stated that he hoped this Ordinance and the Board emphasized those things and answered the questions of the citizens.

Mayor Lewis commented that new Council may want to review this Ordinance also.

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

AYE: Councilman Smith, Condit, Read, Garvin, Mason & Mayor Lewis

NAY: None

Mayor Lewis declared the motion carried.

Councilman Smith moved to approve the EMERGENCY CLAUSE, seconded by Councilman Condit.

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

AYE: Councilman Smith, Condit, Read, Garvin, Mason & Mayor Lewis

NAY: None

Mayor Lewis declared the motion carried.

Councilman Read moved to approve the EMERGENCY CLAUSE, seconded by Councilman Smith.

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

AYE: Councilman Condit, Read, Wilkinson, Garvin, Mason, Smith & Mayor Lewis

NAY: None

Mayor Lewis declared the motion carried

### **NEW BUSINESS**

None

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

Mr. Roath stated that he would like to thank the members of the Council and he would like to take this opportunity to thank Mr. David Burke for his tenure and for his assistance in preparing the Budget. He added that he hated to see him go but he understood some of the reasons. He added that it had been a pleasure to work with him.

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

Councilman Smith asked about the status of the new Charter and requested that the City Manager make an inquiry. He mentioned the information that Deanna Crawford had submitted regarding the BKD audit and asked if that had been followed up on. He then commented on the letter received from Ms. Henderson regarding the extra penny sales tax research. He stated that Mike Crawford had indicated in a meeting that the information that Ms. Henderson could not find was available.

Mark Roath stated that Ms. Crawford had provided further information to the City Attorney and the City Attorney was in the process of seeking an outside legal opinion related to those offsets. He stated that once that opinion was received the Council would have the opportunity to decide whether to accept or reject those offsets based on that legal opinion.

Councilman Condit commented on the Juneteenth Celebration and how good the food was.

Councilman Read commented that this was his last regular meeting. He stated that it had been a pleasure serving Third Ward and the City of McAlester. He stated that it had been a pleasure working with Mr. Roath and Mr. Ivester and he wished everybody good luck.

Councilman Garvin expressed his appreciation to Mayor Lewis and Mr. Ivester.

Councilman Mason commented that he had met with Mike Crawford last Friday and that Mr. Crawford had found it unusual that those tax records were not available. He echoed Councilman Garvin's thoughts and thanked Councilman Read, Mayor Lewis, Councilman Smith and Mr. Ivester for their services.

Mr. Ivester commented that it had been a pleasure to serve the community. He stated that he appreciated city government more now and he appreciated that City employees and the Council for all their hard work.

Mayor Lewis expressed appreciation to the Council for their support. He admitted that they didn't always agree but decision had to be made and sometimes they were hard decisions to make. He expressed his appreciation for the support and help from all the employees especially the NUC. He wished Mr. Burke well and appreciated what he had done with the Budget. He welcomed the new Council members.

Mayor Lewis commented that he had also attended the Juneteenth Celebration and was very pleased with the festivities. He thanked Ms. Harrison for giving the invocation to open the meeting. He reminded everyone that there would not be an Executive Session. He finally expressed his appreciation to Ms. Middleton for the work that she did as City Clerk and all of her help.

#### RECESS COUNCIL MEETING

Mayor Lewis asked for a motion to recess the Regular Meeting to convene the Authorities.

Councilman Read moved to recess the Regular Meeting and convene the Authorities. The motion was seconded by Councilman Condit and the vote was taken as follows:

AYE: Councilman Condit, Read, Garvin, Mason, Smith & Mayor Lewis

NAY: None

Mayor Lewis declared the motion carried, and the Regular Meeting was recessed at 6:36 P.M.

**RECONVENE COUNCIL MEETING**

The Regular Meeting was reconvened at 6:38 P.M.

**ADJOURNMENT**

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

AYE: Councilman Garvin, Mason, Smith, Condit & Mayor Lewis

NAY: None

Mayor Lewis declared the motion carried, and the meeting was adjourned at 6:40 P.M.

ATTEST:

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Don R. Lewis, Mayor

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Cora Middleton, City Clerk

Council Conference Room  
Municipal Building  
June 23, 2008

The McAlester City Council met in Special session on Monday, June 23, 2008, at 6:00 P.M. after proper notice and agenda was posted June 19, 2008, at 5:00 P.M.

**CALL TO ORDER**

Mayor Lewis called the meeting to order. Council Roll Call was as follows:

Present: Weldon Smith, Sam Mason, Donnie Condit & Mayor Lewis  
Absent: Travis Read, Buddy Garvin & Haven Wilkinson  
Presiding: Don Lewis, Mayor

Staff Present: Mark Roath, City Manager; David Burke, City Treasurer; and Cora Middleton, City Clerk

**SCHEDULED BUSINESS**

- 1. Hold a Public Hearing on the Fiscal Year 2008-2009 Proposed Annual Budget and provide all interested persons an opportunity to be heard, either for or against any item therein. (Don R. Lewis, Mayor)**

Mayor Lewis opened the Public Hearing at 6:04 P.M. for comments from the citizens.

Steve Harrison addressed the Council complimenting the individuals that worked on the budget. He commented on the transfer from the McAlester Public Works Authority to the General Fund, stating that the funds that were transferred would not be used by the Public Works but would be used to supplement the General Fund. He stated that this had been the situation in McAlester for a number of years and that long term this was not a healthy situation for the City. He commented that this could be evidenced by the current state of the major plants, distribution and collection systems. He added that this was a long term problem and would take a long term fix. He then suggested two possible changes to the budget. One was the miscellaneous revenue item, Randy Green reimbursement, in the General Fund. He stated that he thought it was appropriate that those funds be designated as transfers to the Reserve or Emergency Fund. The second item was the proposed capital project to extend a waste water main to a section of Highway 69 and 14<sup>th</sup> Street. He commented that this was initially proposed to be funded out of Economic Development Funds in the Capital program but is listed in the budget as a use of the Capital Improvement funds. He suggested that the City be directed to use Economic Development funds or this project. He added that if asked, the citizens would say that improvements to the water plant should be number one on the City's list of projects.

Steve Foster commented that he was happy with the budget. It was easier to read and the Workshops were very productive.

Greg McNall addressed the Council regarding the funding in the budget for the McAlester Economic Development Services. He commented that the budget proposed \$150,000.00 for MEDS and he requested that it be increased to \$218,000.00. He stated that MEDS had spent all the funding that they had and he felt they were headed in the right direction.

Mayor Lewis commented that the information that had been given was understandable and he asked if any other citizens had comments.

There were no further comments from the citizens and the Council began their discussion.

Councilman Mason commented that he had one issue to discuss. He stated that he had visited with the City Manager and the Chief Financial Officer concerning the transfer from the Emergency Fund equally into the MPWA and the General Fund. He stated that he would like to see the transfers show zero amounts or to be removed. He stated that he would like to amend the Emergency Fund items 5267621 and 5267622 to show the proposed budget in both of those instances as zero.

Mark Roath explained the reason for the transfers stating that with transfers already in place an amendment would not be necessary only Council approval.

Councilman Mason made a motion to strike items 5267621 and 5267622 in Fund 40, Emergency Fund, from \$860,675.00 in each instance to zero in each instance. The motion was seconded by Councilman Smith.

Before the vote, Mayor Lewis asked if the figures in Fund 40 needed to be changed.

Mark Roath commented that they would be adjusted accordingly after the meeting.

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

AYE: Councilman Smith, Condit, Mason & Mayor Lewis

NAY: None

Mayor Lewis declared the motion carried.

Councilman Smith moved to amend the budget to transfer the Randy Green reimbursement to the Emergency Fund. The motion was seconded by Councilman Mason.

Before the vote, Mark Roath commented that the amendment would lower the amount of contingency in the General Fund by \$11,052.00, for anything other than an emergency.

Mayor Lewis asked what the purpose was for moving that to the Emergency Fund.

Councilman Smith commented that it didn't need to be spent in the General Fund.

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

AYE: Councilman Condit, Mason, Smith & Mayor Lewis

NAY: None

Mayor Lewis declared the motion carried.

Councilman Smith moved to amend the Budget and move the Wastewater Main Extension out of the CIP Fund into the Economic Development Fund. The motion was seconded by Councilman Condit.

Before the vote, David Burke explained that the project had been put in CIP because of the balance in that Fund.

Mark Roath commented that they had been informed that either CIP or Economic Development funds could be used for that type of project. He also stated that development along that area was bunched up where utilities were available. If this was funded it could help with future development. He further commented that it was not an issue if paid out of either fund.

Councilman Mason commented that by moving that project into Economic Development it would free up CIP funds for other badly needed improvements.

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

AYE: Councilman Mason, Smith, Condit & Mayor Lewis

NAY: None

Mayor Lewis declared the motion carried.

Councilman Condit commented that he thought that the Public Hearing and the consideration of the Budget were being intermingled. He stated that he wanted to comment on the funding of MEDS. He stated that he had reviewed their proposed budget and saw their need but when you ask for a 68% increase that was quite substantial. He commented that last year when the subcommittee was negotiating the contract with MEDS the Council just wanted to make sure that MEDS understood what the Council expected.

Mayor Lewis asked if there were anymore comments on the budget and since there were none he closed the Public Hearing at 6:31 P.M.

Councilman Condit stated that he would like to have some suggestions for ideas; he did not want to deprive MEDS of the ability to function.

Mr. Roath commented that there could be two options. One would be to establish an amount and request that be put in the Budget subject to the review and development of a new contract. The second option would be to leave the amount in the Budget as is and let the new Council appoint a subcommittee to negotiate a new contract and amend the Budget as necessary at a later time. He added that they would need a contract because the contract that they currently had would expires on June 30<sup>th</sup>.

Councilman Condit commented that he preferred to leave this as is and let the new Council decide what should be done.

Councilman Smith agreed that it should be left as is and take a deeper look at economic development to make sure that we're doing what needed to be done.

Mayor Lewis commented that the amount for MEDS would remain the same at this time and the other three amendments could be made and the City still meet the deadline.

**2. Consider, and act upon, a Resolution approving the City of McAlester, Oklahoma Annual Budget for the Fiscal Year 2008-2009 and establishing Budget Amendment Authority. (Mark B. Roath, City Manager and David Burke, City Treasurer)**

Councilman Mason moved to approve RESOLUTION NO. 08-15, regarding the FY 2008-2009 Annual Budget with the three aforementioned amendments. The motion was seconded by Councilman Smith.

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

AYE: Councilman Mason, Smith, Condit & Mayor Lewis

NAY: None

Mayor Lewis declared the motion carried.

#### **ADJOURNMENT**

There being no further business to come before the Council, Councilman Condit moved for the Special Meeting to be adjourned. The motion was seconded by Councilman Smith and the vote was taken as follows:

AYE: Councilman Smith, Condit, Mason & Mayor Lewis

NAY: None

Mayor Lewis declared the motion carried, and the meeting was adjourned at 6:41 P.M.

ATTEST:

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Don R. Lewis, Mayor

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Cora Middleton, City Clerk

Council Conference Room  
Municipal Building  
June 26, 2008

The McAlester City Council met in Special session on Thursday, June 26, 2008, at 6:00 P.M. after proper notice and agenda was posted June 19, 2008, at 5:00 P.M.

**CALL TO ORDER**

Mayor Lewis called the meeting to order. Council Roll Call was as follows:

Present: Weldon Smith, Sam Mason, Buddy Garvin & Mayor Lewis  
Absent: Travis Read, Donnie Condit & Haven Wilkinson  
Presiding: Don Lewis, Mayor

Staff Present: Mark Roath, City Manager and Cora Middleton, City Clerk

**SCHEDULED BUSINESS**

Mayor Lewis called the Special Meeting to order and made a brief announcement regarding a ribbon cutting ceremony on Monday, June 30, 2008, for the Sue Little John House.

Councilman Garvin moved to recess the Special Meeting for an Executive Session to discuss and interview candidates for City Attorney in accordance with Sec. 307.B.1, to discuss litigations regarding Tandem Technology, Inc. and Robert Corabi in accordance with Sec. 307.B.4 and to discuss the status of negotiations with the IAFF local 2284 for a collective bargaining agreement for FY 2007-2008, including discussion of Interest Arbitration Award in accordance with Sec. 307.B.2 and 307.B.4. The motion was seconded by Councilman Mason.

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

AYE: Councilman Smith, Garvin, Mason and Mayor Lewis  
NAY: None

Mayor Lewis declared the motion carried and the meeting was recessed at 6:02 P.M.

**EXECUTIVE SESSION**

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

- **Section 307 (B) (1) – Discuss hiring of a City Attorney, including interviewing City Attorney candidates.**

- **Section 307 (B) (4) – Discuss litigations regarding Tandem Technology’s, Inc. and Robert Corabi.**
- **Section 307 (B) (2) and (4) – Discuss status of negotiations with the International Association of Firefighters (IAFF), Local 2284 for a collective bargaining agreement for FY 2007-2008, including discussion of Interest Arbitration Award.**

**RECONVENE INTO OPEN SESSION**

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*Take any action as a result from Executive Session.*

The Regular Meeting was reconvened at 9:14 P.M. Mayor Lewis reported that the Council had recessed the Regular Meeting for an Executive Session for the purpose of discussing and interviewing candidates for City Attorney in accordance with Sec. 307.B.1, discussing litigations regarding Tandem Technology, Inc. and Robert Corabi in accordance with Sec. 307.B.4 and discussing the status of negotiations with the IAFF local 2284 for a collective bargaining agreement for FY 2007-2008, including discussion of Interest Arbitration Award in accordance with Sec. 307.B.2 and 307.B.4. Mayor Lewis stated that only those matters were discussed and no action was taken. The Council returned to open session at 9:14 P.M.

**ADJOURNMENT**

There being no further business to come before the Council, Councilman Mason moved for the Special Meeting to be adjourned. The motion was seconded by Councilman Smith and the vote was taken as follows:

AYE: Councilman Garvin, Mason, Smith & Mayor Lewis

NAY: None

Mayor Lewis declared the motion carried, and the meeting was adjourned at 9:15 P.M.

ATTEST:

\_\_\_\_\_  
Don R. Lewis, Mayor

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

Council Conference Room  
Municipal Building  
June 30, 2008

The McAlester City Council met in Special session on Monday, June 30, 2008, at 6:00 P.M. after proper notice and agenda was posted June 26, 2008, at 9:40 P.M.

**CALL TO ORDER**

Mayor Lewis called the meeting to order. Council Roll Call was as follows:

Present: Weldon Smith, Sam Mason, Buddy Garvin, Haven Wilkinson & Mayor Lewis  
Absent: Travis Read & Donnie Condit  
Presiding: Don Lewis, Mayor

Staff Present: Robert Ivester, City Attorney and Cora Middleton, City Clerk

**SCHEDULED BUSINESS**

Mayor Lewis called the Special Meeting to order.

Councilman Wilkinson moved to recess the Special Meeting for an Executive Session to discuss the status of negotiations between the City and the IAFF, Local No. 2284, including any interest arbitration award for a collective bargaining agreement for FY 2007-2008 and for confidential communications with legal counsel concerning any claims of Local No. 2284 in connection with any interest arbitration award upon advice of counsel that public disclosure would impair the ability of the public body to process any such claim, in accordance with Sec. 307.B.2 and 4. The motion was seconded by Councilman Garvin.

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

AYE: Councilman Smith, Wilkinson, Garvin, Mason & Mayor Lewis  
NAY: None

Mayor Lewis declared the motion carried and the meeting was recessed at 6:02 P.M.

Mayor Lewis invited the Council-elect to attend the Executive Session.

**EXECUTIVE SESSION**

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

- Consideration and possible action to enter into executive session to discuss status of negotiations between the City and the IAFF, Local No. 2284, including any

interest arbitration award for a collective bargaining agreement for FY 2007-2008 and for confidential communications with legal counsel concerning any claims of Local No. 2284 in connection with any interest arbitration award upon advice of counsel that public disclosure would impair the ability of the public body to process any such claim, all as authorized pursuant to 25 O.S. Section 307(B)(2) and (4).

### **RECONVENE INTO OPEN SESSION**

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*Take any action as a result from Executive Session.*

The Regular Meeting was reconvened at 7:18 P.M. Mayor Lewis reported that the Council had recessed the Regular Meeting for an Executive Session to discuss the status of negotiations between the City and the IAFF, Local No. 2284, including any interest arbitration award for a collective bargaining agreement for FY 2007-2008 and for confidential communications with legal counsel concerning any claims of Local No. 2284 in connection with any interest arbitration award upon advice of counsel that public disclosure would impair the ability of the public body to process any such claim, in accordance with Sec. 307.B.2 and 4. Only those matters were discussed and the Council returned to open session at 7:18 P.M.

Councilman Garvin moved to accept the Arbitration decision on IAFF Local No. 2284. The motion was seconded by Councilman Wilkinson.

Before the vote, Councilman Smith commented that he would like to read from correspondence that was received from Interest Arbitrator Michael Vanderburg. Councilman Smith read the following "The issue of wages is the point in the analysis that I believe the Opinion of Mr. Bennett contains error. The Union and the City had reached an agreement on wages. There may have been a mistaken reliance on press reports, and there may have been a failure to be thorough in the negotiations process, but the facts are that the Union and the City reached an agreement and that this agreement was the 5% proposal of the City. It was only when the Union realized that the Police had negotiated a 6% raise that the Union wanted out of the deal it actually made and declared impasse. Unfortunately for that position, the law of Oklahoma (51 O.S. § 51-106) does not allow them to void their lawful agreement and start over. They are bound by the agreement they actually made. The most that can be said for the declaration of impasse and the invocation of arbitration is that the arbiters must decide which proffered language in the respective last best offers, most accurately and properly records the agreement as actually made. The mistake here is that allowing the Union to avoid the consequences of the agreement they admit they actually made, not only approaches a determination of bad faith, but it completely undermines the entire legal foundation for the obligation to collectively bargain. If one side can simply ignore their agreements, than the negotiations can never be binding (Midwest City) and the requirement of good faith (Stone) becomes meaningless. Effectively, this proposed decision reverses Johnson and imposes an ongoing obligation to renegotiate settled provisions of the contract. This the Arbitration Board has no power to do. I cannot reward this kind of conduct by the Union. They are bound by the agreement they actually made on wages. The substance of the

wage dispute is not properly before this board, and it is the City's Last Best Offer that contains the language that most accurately reflects the agreement both sides admit they made."

Councilman Smith commented that the first meeting he attended, as a Councilman; the agenda included the IAFF negotiations. He added that he thought they had been completed at that time.

Mayor Lewis asked that a copy of the letter that Councilman Smith had read from be given to the City Clerk.

Councilman Mason asked the City Attorney, if this motion passes, can the City legally appropriate and encumber the necessary funds now and amend the Budget at a later date.

Mr. Ivester stated that he thought it would be legal.

Mayor Lewis stated that the motion did not include the appropriation of the funds. He then asked Councilman Garvin if he would include the wording to appropriate the necessary funding.

Councilman Garvin stated that he would like to add, "To direct the City Manager to encumber the amount necessary to fund that decision."

Councilman Wilkinson stated that he was okay with that addition and would continue to second the motion.

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

AYE: Councilman Wilkinson, Garvin & Mayor Lewis

NAY: Councilman Mason & Smith

Mayor Lewis declared the motion carried.

### **ADJOURNMENT**

There being no further business to come before the Council, Councilman Wilkinson moved for the Special Meeting to be adjourned. The motion was seconded by Councilman Garvin and the vote was taken as follows:

AYE: Councilman Wilkinson, Garvin, Mason, Smith & Mayor Lewis

NAY: None

Mayor Lewis declared the motion carried, and the meeting was adjourned at 7:25 P.M.

ATTEST:

\_\_\_\_\_  
Don R. Lewis, Mayor

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





**ASSOCIATION FOR LANDFILL FINANCIAL ASSURANCE**

3414 East 85<sup>th</sup> Place, Tulsa, Oklahoma 74137

Phone: (918) 493-3485, Fax: (918) 491-3453

Date: June 23, 2008

To: George Marcangeli

Re: Participation Agreement Renewal for FY 2008 - 2009

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

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

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

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

Thanks,



Herb Van Fleet,  
ALFA Secretary

cc: Mr. Steve Schuller  
Gable & Gotwals

**Exhibit B**

**PLEDGE AND GUARANTEE**

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

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

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

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

WHEREFORE, The City and the Trust hereby reaffirm and renew their membership in ALFA, (the City through the fiscal year ending June 30, 2009), pursuant to the terms and covenants as contained in said Participation Agreement dated July 25, 1995, an original copy of which is on file in the offices of the Trust.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
MAYOR

Attest:

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

## **PARTICIPATION AGREEMENT**

THIS AGREEMENT made and entered into this 25th day of July, 1995, by and between the Association for Landfill Financial Assurance, an Oklahoma not for profit corporation, hereinafter referred to as "ALFA", and the McAlester Public Works Authority, an Oklahoma Trust, hereinafter referred to as "Participant".

WHEREAS, ALFA was formed to enable owners of publicly operated municipal solid waste landfills to have mechanism to meet the financial assurance requirements for closure costs and post closure care pursuant to Subtitle D of the Resource Conservation and Recovery Act of 1976, as amended (40 CFR 258) and statutes and regulations of the State of Oklahoma and the Oklahoma Department of Environmental Quality, hereinafter referred to as "ODEQ";

WHEREAS, Participant desires to become a member of ALFA in order to obtain an allowable mechanism and provide for the financial assurance required by ODEQ as available through ALFA;

WHEREAS, the Participant desires to establish a Funding Program in order to accumulate sufficient funds to properly close and provide post-closure care for its facility based on its estimates of such costs, notwithstanding any current or future legal obligation to meet the financial assurance requirements of and provide an approved mechanism for ODEQ, and to become a member of ALFA for the purpose of establishing such a funding program;

WHEREFORE, the parties hereby agree that Participant, upon the execution of this Participation Agreement, and related documents as referenced herein, shall become a member of ALFA with all rights therein conveyed, subject to the requirements stated herein.

### **Section 1: Execution by Governing Body**

1.1 This Agreement is being executed by the principal governing body of the Participant. Said governing body agrees and understands it will be required to execute a renewal of this Agreement on an annual basis or will be in default of the terms of the Agreement.

1.2 Said governing body hereby acknowledges the governing body of the Authority which has title to and operations of the municipal solid waste landfill will be required to execute a similar agreement prior to this Agreement taking full force and effect.

1.3 with respect to participation in ALFA for the purpose of satisfying the legal requirements for financial assurance, said governing body hereby acknowledges the following

documents shall be executed and/or that the terms of such documents shall be accepted prior to the effective date of said legal requirements, and are a condition precedent to the Participant's use of ALFA as a lawful financial assurance mechanism:

Exhibit A:	Rate Ordinance
Exhibit B:	Pledge and Security Agreement
Exhibit C:	Statement of Required Funding Program Deposits and Participation Fees
Exhibit D:	Statement of ODEQ Financial Assurance Liability
Exhibit E:	ODEQ Statement of ALFA as an Approved Method for Financial Assurance

1.4 With respect to participation in ALFA for the purpose of establishing and operating a funding program to accumulate the estimated costs of closure and post-closure care of its facility, said governing body hereby acknowledges that the terms and conditions of Exhibit C herein are hereby accepted and such acceptance is a condition precedent to this Agreement being a lawful document.

## **Section 2: Compliance With Regulatory Agencies**

2.1 The Participant hereby agrees it will comply with the terms of its Municipal Solid Waste Landfill Permit as issued by the ODEQ, and make such certification to ALFA.

2.2 Participant agrees to be monitored by ALFA by site visits for visual inspections of the MSW facility regarding compliance with its ODEQ Permit.

2.3 Participant agrees to provide ALFA with operational information of its MSW facility as required by the Board of Directors of ALFA at such times and in such form as the Board of Directors may require.

## **Section 3: ALFA Board of Directors**

3.1 Participant, upon becoming a member of ALFA, shall be entitled to participate in the organization and management of ALFA.

3.2 Participant shall have one (1) vote as a member of ALFA. Said one vote shall be represented and voted by its representative on the ALFA Board of Directors.

3.3 Participant shall name an individual to serve as a member of the Board of Directors. Said person shall be an employee or officer of the Participant.

3.4 Participant acknowledges receipt this date of a copy of the Certificate of Incorporation

of ALFA and a copy of the Draft By-laws of ALFA.

#### **Section 4: Financial Assurance Liability of Participant**

4.1 Participant understands and agrees that ALFA provides financial assurance through the "ALFA Funding Program", but ultimate financial assurance in the event of default by the Participant will be based upon the amount of financial assurance for the costs of closure costs and post-closure care as established for the Participant by the ODEQ. Said amount of "ODEQ Financial Assurance Liability" is stated in Exhibit D, attached hereto and incorporated by reference and made a part of this Agreement.

4.2 Participant, by and through this Agreement, together with the Pledge and Security Agreement which is to be executed prior to the effective date of legally required financial assurance, being Exhibit B, and upon said execution become attached hereto and incorporated by reference and made a part of this Agreement, agrees that in the event of a default which the Participant fails to cure within the time permitted under the terms of this Agreement and the accompanying documents executed on this and any subsequent dates, it shall be liable (by the terms stated herein and as stated in the attached Exhibits) for the full amount of the ODEQ financial assurance liability upon default of this and the accompanying documents and/or agreements.

4.3 In the event of a default, ALFA, on behalf of the ODEQ, will institute legal action in the appropriate jurisdiction for the collection of any deficiency of the ODEQ Financial Assurance Liability, as described in Exhibit D herein and in accordance with the provisions of Section 14.3 hereof.

#### **Section 5: Prohibition and Restriction of Use of Funds**

5.1 Deposits which are made by the Participant pursuant to this Agreement for ALFA's escrow account, as identified in Exhibit C and made in accordance with the provisions of Section 9 hereof, are intended for use to pay the Participant's estimated costs of closure and post-closure monitoring and, as necessary, any corrective action, and shall be administered by ALFA exclusively for the purposes of (a) enabling the Participant to accumulate funds in sufficient amounts to pay such costs at such time as they are expected to be incurred, and (b) providing the Participant with an allowable financial assurance mechanism as required by ODEQ pursuant to the Participant's permit for its facility.

5.2 The Participant hereby agrees that it will not be permitted to borrow from its proportionate share of ALFA's escrow account, nor will any advances be made therefrom except as needed to pay for actual closure costs and post-closure monitoring costs or corrective action costs (if said correction costs have been paid into the Escrow) in accordance with accepted closure and post-closure monitoring or corrective action plans, which plans are subject to approval by both ALFA and ODEQ.

5.3 The Participant understands and agrees that it may not use said funds in ALFA's escrow account as a pledge, nor permit any lien to be placed thereon, nor assign any security interest for any indebtedness nor otherwise encumber said funds or provide as collateral for any other purpose except for those specifically authorized herein. Any violation of this section shall be deemed an event of default of the terms of this Agreement.

#### **Section 6: ALFA As A Financial Assurance Mechanism**

6.1 The Participant hereby acknowledges that ALFA shall have be approved by the ODEQ as an allowable financial assurance mechanism under existing federal and state laws and regulations prior to the effective date requiring such mechanism, which approval shall be provided in Exhibit E hereof, and that, upon the execution of this Agreement, the participant shall become a member of ALFA, which action shall represent the acquisition by the Participant of said legally required and allowable financial assurance mechanism for its facility. In respect of its membership to provide said mechanism, the Participant hereby designates ALFA as its representative in all matters regarding compliance with all required financial assurances for its facility.

6.2 During the term of this Agreement, the Participant agrees that it shall use its membership in ALFA to meet all of the financial assurance obligations related to its facility for each and every activity requiring such assurance and that it shall not obtain or acquire any other allowable mechanism as a supplement or addition to its ALFA membership for any of the activities at the Participant's facility which, by law or regulation, require such an assurance mechanism.

6.3 The Participant hereby agrees that, even though no legal obligation may exist to obtain a financial assurance mechanism until after the effective date of this Agreement, or that such a legal obligation, even if in full force and effect during the term of this Agreement, may be suspended, rescinded, revoked, or cancelled during said term, the Participant shall nonetheless perform its obligations as provided herein.

#### **Section 7: Participant's Funding Program**

7.1 The Participant hereby acknowledges that, in addition becoming a member of ALFA to provide a financial assurance mechanism for its facility, another consideration of the Participant, through this Agreement, is to use its ALFA membership in order to establish an effective means for accumulating the requisite funds which it believes will be sufficient to close and provide post-closure care for its landfill in accordance with its own site specific plans for those activities; which consideration is hereafter referred to as the "Funding Program." The Participant hereby authorizes ALFA to manage and maintain its Funding Program on its behalf in accordance with the provisions herein.

7.2 The Participant further acknowledges and agrees that the amounts to be accumulated in its Funding Program and the amounts required by the ODEQ for legally mandated financial assurance are independent, separate and distinct values and that the amounts in the Funding

Program shall be based on the Participant's site specific needs and local costs for providing closure and post-closure care of its facility, but that the financial assurance amounts established by ODEQ shall be based on ODEQ's estimated costs of hiring a third party contractor to provide the closure and post-closure care for the Participant's facility. Notwithstanding such variations in amounts, through the establishment of its Funding Program with ALFA, the Participant shall be deemed to have met its legal financial assurance obligation and, simultaneously therewith, shall have established a financial assurance mechanism in a form approved and accepted by ODEQ.

7.3 ALFA shall administer the Funding Program on behalf of the Participant and the Participant agrees to the following terms and conditions to use the Funding Program:

7.3.1 Closure Costs The Participant shall estimate closure costs to include all labor, services, materials, supplies, and equipment required to permanently close the entire facility as currently permitted by the ODEQ, even if portions of the facility have not yet received waste. Such costs shall be stated in current dollars. If applicable, the estimated costs may be made specific to each cell if the cell will be permanently closed once it has reached capacity. Estimated closure costs shall not include intermediate cover or activities involving the temporary closure of individual cells or other areas of the facility. Estimated closure costs shall be adjusted no less than annually for the effects of inflation and for any other changes affecting costs as described in this Section 7.3.

7.3.2 Post-Closure Maintenance Costs The Participant shall estimate the annual average post-closure maintenance costs for its facility to include all labor, services, materials, supplies, and equipment required to monitor, repair, and maintain the entire facility over a thirty (30) year period following permanent closure of the facility or for such other period as approved by the ODEQ. Such costs shall be stated in current dollars. Estimated annual post-closure costs shall be adjusted no less than annually for the effects of inflation and for any other changes affecting costs as described in this Section 7.3.

7.3.3 Discounting Post-Closure Care Costs to Present Values Subject to approval by the ALFA Board of Directors, the Participant's estimated total costs of post-closure maintenance expected to be incurred during the entire post-closure period may be discounted to a present value. Such discounting shall be calculated each year based on the then adjusted annual estimated costs of post-closure maintenance by applying an estimated inflation rate to such costs over a thirty (30) year period, calculating the present values of each annual inflated cost using the current investment yield on funds held in the Funding Program, and then adding together the present value amounts so determined for the thirty (30) year period. The resulting total then represents the discounted value of the total estimated post-closure care costs to be accumulated by the Participant through the Funding Program. This method may be amended by the ALFA Board of Directors.

7.3.4 Cost Recovery and Allowances Subject to approval by the ALFA Board of Directors, the Participant may request and receive a reduction in its estimated total costs of closure and post-closure maintenance which is reasonably expected to result from such activities as the sale

of surplus vehicles and other equipment, the use of materials and/or labor for closure available to the Participant that would not need to be purchased, even if such materials are not located on the permitted site, and any net revenues to be derived from the sale or lease of the facility or from the recovery and sale of certain landfill products during the post-closure period. In consideration thereof, the Participant agrees that the cash proceeds and/or cost allowances as may be approved by ALFA shall be applied directly to and used as a reduction of the actual costs of closure and post-closure care. ALFA shall review the amounts allowed for all such cost recovery and allowances annually and reserves the right to make such changes thereto as it deems appropriate.

**7.3.5 Other Capital Costs** Subject to the approval of the ALFA Board of Directors, the Participant may establish a separate program with ALFA to accumulate funds for any other programs for their facilities in accordance with plans approved by the ODEQ, or to accumulate additional capital for use in the purchase of equipment, or to make other planned capital outlays which are directly related to the Participant's facility. ALFA reserves the right to impose a special fee in addition to the Participation Fee for this service.

**7.3.6 Contingency Percentage** An addition of ten percent (10%) shall be added to the estimated costs of closure and post-closure maintenance, including any subsequent cost adjustments, to help insure that funds accumulated for these activities will be sufficient when needed. Any unused portion of the amounts added for contingency and determined to be unnecessary when actual costs are incurred shall be returned to the Participant. ALFA reserves the right to change this contingency percentage rate.

**7.3.7 Inflation Adjustment** The sum of the costs to be accumulated through the Funding Program shall be adjusted annually on the basis of changes in inflation. The inflation index to be used for determining such changes shall be established by the ALFA Board of Directors. The percentage change in the designated inflation index from one year to the next shall be applied to the Participant's total estimated current costs of closure and post-closure care, including the calculated amounts for contingencies. The inflation adjustment shall be applied to the Participant's cost estimates beginning April 1, 1996, and on April 1, of each year thereafter through the facility's post-closure period.

**7.3.8 Changes in Facility Operating Life** Since the period of time over which the Participant's total estimated current costs of closure and post-closure care is to be accumulated will affect the payments into the Participant's Funding Program, the Participant shall submit periodic reports to the ALFA Board of Directors at such times and in such format approved by ALFA, which reports shall provide, at a minimum, information on waste volumes received, compaction ratios, cover material used, and other factors or events that would affect the remaining life of the Participant's facility.

**7.3.9 Permit Modifications** Adjustments to the Participant's Funding Program shall also be made in the event the Participant obtains a modification to its permitted site for vertical or lateral expansions, or when certain areas of the site are found to be unusable. Since such permit

modifications will affect both the size and capacity of the facility, the result will be a change in the total costs to be funded and/or in the remaining useful life of the facility. The amount of any adjustments to the Funding Program shall be determined by the ALFA Board of Directors and shall not be made effective until such permit modifications have been approved by the ODEQ.

7.3.10 Plan Modifications Changes in the Participant's operating, closure, or post-closure care plans for its facility may also result in adjustments to the Participant's Funding Program. Changes may include, without limitation, the use of different technologies, such as synthetic liners or cover materials, or the acquisition of volume reduction equipment, such as bailers, shredders, or compactors, or the implementation of composting and/or on-site recycling systems. The Participant agrees to provide the ALFA Board of Directors with any information regarding such plan modifications or changes no later than ninety (90) calendar days prior to the implementation of such modifications or changes. The amount of any related adjustments to the Participant's Funding Program shall be determined by the ALFA Board of Directors and shall not be made effective until such modifications or changes have received appropriate approvals from ODEQ and ALFA and have been implemented.

7.3.11 New or Multiple Disposal Facilities The Participant hereby agrees that a separate Funding Program shall be established with ALFA for each municipal solid waste disposal facility the Participant owns and operates. In the event the Participant acquires and receives a permit to operate one or more additional disposal facilities during the term of this Agreement, the Participant shall establish a Funding Program with ALFA for each such facility. The amounts for each Funding Program shall be determined in accordance with the provisions of this Section 7.3. Both ALFA and the Participant hereby agree that they shall establish, operate, and maintain each Funding Program separately and shall not combine them.

7.3.12 Transfer of Ownership in the Facility If, at any time during the term of this Agreement, the Participant sells or otherwise conveys ownership of its facility to a nongovernmental entity, then this Agreement shall terminate and the Participant shall be entitled to receive the accumulated balances in its Funding Program as of the date of such transfer; provided, that ALFA may be entitled to liquidated damages for early termination in accordance with the provisions of Section 13 hereof. However, if the Participant sells or otherwise conveys ownership of its facility to another governmental entity during the term of this Agreement, then, subject to the approval and acceptance of the new facility owner by the ALFA Board of Directors, the Participant's interest in the Funding Program may be assigned, along with this Agreement, to the new governmental owner.

## **Section 8: ALFA'S Escrow Account**

8.1 ALFA shall establish and maintain an escrow account, hereafter referred to as the "Escrow," with a qualified financial institution legally authorized to provide escrow account services and whose operations are regulated and examined by appropriate federal and/or state agencies. The ALFA Board of Directors shall select such a qualified financial institution to provide

services in connection with the Escrow, hereafter referred to as the "Bank". The Bank shall be located in the State of Oklahoma.

8.2 The Escrow shall be utilized by ALFA on behalf of the Participant for the purpose of establishing and managing the Funding Program related to the Participant's facility. The Participant hereby acknowledges that all such funds remitted to ALFA for that purpose shall be pooled in the Escrow along with the funds of all other ALFA participants. In recognition of this commingling effect, ALFA shall establish such financial records as may be needed to properly identify and separately account for the Participant's proportionate share of the Escrow. The ALFA Board of Directors shall provide such accounting information to the Participant no less often than annually and at such other times and in such detail as the Participant and ALFA determine is appropriate.

8.3 The parties hereto agree that the Participant's proportionate share of the Escrow shall not be made available to nor be used for the benefit of any other ALFA participant. In addition, ALFA agrees that it shall not permit any lien or claims against the Escrow, except in the event of noncompliance by the Participant with the ODEQ's financial assurance requirements, nor use the Escrow as a pledge of or security for any borrowings, nor otherwise permit any encumbrances of the Escrow that would result in a dilution of the Participant's interest therein.

8.4 The ALFA Board of Directors shall determine the types and amounts of all investments to be made from available funds in the Escrow and shall direct the Bank to purchase, reinvest, or sell such investments; provided, that all investments so made, but excluding therefrom any investments in obligations of the United States Treasury, shall be federally insured or guaranteed and, as needed due to the limits of such insurance or guarantee, secured by or collateralized with United States Treasury obligations, which obligations shall be provided by the Bank.

#### **Section 9: Escrow Account Deposits**

9.1 The Participant hereby agrees that the ALFA Board of Directors shall determine the amount and frequency of the Participant's required deposits to the Escrow in connection with the Participant's Funding Program in accordance with the following terms and conditions:

9.1.1 Participation After June 30, 1995 - In the event the Participant held and was in compliance with a municipal solid waste disposal facility permit issued by ODEQ, and was otherwise eligible for membership in ALFA on and as of June 30, 1995, but for any reason elected to delay said membership until after such date, the Participant hereby agrees that it shall nonetheless make an initial deposit to the Escrow in an amount equal to the balance of its proportionate share of the Escrow that it would have accumulated from June 30, 1995, to the date of its initial deposit to the Escrow, which amount shall also include all investment income that would have been earned during the period of the delay in becoming a member of ALFA, all fees and charges to the Bank for Escrow services during said period, and any other amounts as determined by the ALFA Board of Directors to be appropriate as a result of said delayed

membership.

9.1.2 Method of Deposit The Participant shall remit all required deposit for the Escrow directly to the Bank only by means of check, draft, wire transfer, or warrant, which instrument shall be made payable to the "ALFA Escrow Account." The Participant shall provide contemporaneous notice of all such deposits to ALFA.

9.1.3 Timing of Deposits Deposits to the Escrow shall be made in advance, beginning on or before June 30, 1995, and annually on or before April 1 of each year thereafter in such amounts as ALFA determines by formula. Except for the initial deposit, and subject to approval of the ALFA Board of Directors, the Participant may make deposits to the Escrow more frequently than once per year, provided, that the sum of all such deposits is not less than the total annual amount required.

9.1.4 Maximum Period of Deposits Deposits shall be scheduled to cover the period of years equal to the expected operating life of the Participant's facility up to a maximum of thirty (30) years. Subject to approval of the ALFA Board of Directors, if the Participant's facility is expected to operate for more than 30 years, then the Participant may receive the excess balances, if any, of its proportionate share of the Escrow which are not needed for the then estimated amounts of closure and post-closure care costs beginning in the 31st year.

9.1.5 Method of Calculating Deposits The amounts required for the initial and all subsequent deposits due from the Participant for the Escrow shall be based on the total estimated current costs of closure and post-closure care of the facility determined in accordance with the Participant's plans for those activities, as approved by the ALFA Board of Directors, and shall be calculated as a variable sinking fund payment in accordance with the formula as stated in Exhibit C.

9.1.6 Adjustments to Deposits The Participant's deposits to the Escrow required after the initial deposit shall be adjusted upward or downward, as necessary, in accordance with the variable sinking fund payment formula defined under Section 9.1.5 above to account for the Participant's accumulated proportionate share of the Escrow plus any changes in estimated costs due to inflation, the remaining life of the Participant's facility, and any modifications made to the facility's permit or to the Participant's operating, closure, or post-closure maintenance plans for the facility. Such deposits shall be further adjusted to account for the estimated investment yield on Escrow investments for the succeeding twelve (12) month period as determined by the ALFA Board of Directors.

9.1.7 Amount and Frequency of Deposits The Participant may make deposits to the Escrow in amounts greater than the required amounts or in advance of the dates such deposits are due subject to approval of the ALFA Board of Directors.

9.1.8 Insufficient and Delinquent Deposits In the event the Participant makes deposits

in amounts less than the amounts required, or makes deposits at times later than the dates such deposits are due, then the Participant shall be subject to the payment of liquidated damages to ALFA in such amounts as determined by the ALFA Board of Directors. Failure to make any required deposit within forty-five (45) calendar days after its due date shall be deemed an event of default.

9.1.9 Deposits for Corrective Action and Other Funding Programs The ALFA Board of Directors shall determine the amount and frequency of the Participant's required deposits to the Escrow in connection with the funding of any corrective action programs in accordance with Section 11 hereof and for deposits made in connection with any other special funding programs authorized by the ALFA Board of Directors to be established for the Participant through the Escrow in accordance with Section 7.3.5 hereof.

## **Section 10: Escrow Account Disbursements**

10.1 The participant hereby agrees that the ALFA Board of Directors shall determine the disbursements to be made from the Escrow to the Participant in connection with the Participant's Funding Program in accordance with the following terms and conditions:

10.1.1 Method of Disbursement All disbursements payable to the Participant in accordance with this Section shall be made by check drawn against the Escrow.

10.1.2 Payments to the Bank All fees payable to the Bank in connection with the services provided for the Escrow shall be paid directly from the Escrow to the Bank upon proper authorization of the ALFA Board of Directors or in accordance with the terms of an agreement with the Bank.

10.1.3 Disbursements to Pay Closure Costs Subject to the submission to and acceptance by the ALFA Board of Directors of appropriate documentation, including current cost estimates, contracts, affidavits, and bids, from the Participant supporting the amounts needed to permanently close any portion of the facility, including the entire facility, ALFA shall authorize the disbursement of funds to the Participant, including partial disbursements, in an amount or amounts not to exceed the Participant's proportionate share of the Escrow for the limited purpose of proceeding with such closure activities. The Participant shall also certify to ALFA that its closure plans have received prior approval from the ODEQ and that it shall not use the funds so disbursed to remedy any event of noncompliance with then existing laws and regulations pertaining to the Participant's facility, nor to provide corrective action or perform remedial work at the facility, nor for any other unrelated purposes.

10.1.4 Escrow Balance Insufficient to Pay Closure Costs In the event and to the extent that the accumulated value of the Participant's proportionate share of the Escrow dedicated specifically for the purpose of funding the Participant's closure costs is less than the actual costs of such closure to be incurred by the Participant, then the Participant shall use its own financial

or other resources to make up for such shortages and shall demonstrate to the satisfaction of the ALFA Board of Directors that such resources have been used to perform the requisite closure activities prior to receiving any disbursement of funds from the Escrow for this purpose.

10.1.5 Disbursement of Residual Escrow Balances After Closure Subject to proper documentation delivered to the ALFA Board of Directors from the Participant's consulting engineers and from the ODEQ certifying that all closure activities at the Participant's facility have been completed, the residual balance of the Participant's proportionate share of the Escrow, if any, that was to be used specifically for the purpose of funding the Participant's closure costs shall be disbursed to the Participant, or transferred to the Participants Post-Closure Care Escrow Account.

10.1.6 Disbursements to Pay Post-Closure Costs Subject to the annual submission to and acceptance by the ALFA Board of Directors of appropriate documentation, including current cost estimates, contracts, affidavits, and bids, from the Participant supporting amounts needed to perform post-closure maintenance activities for any portion of the facility, including the entire facility, during the succeeding twelve (12) month period, ALFA shall authorize the disbursement of funds to the Participant, including partial disbursements, in an amount or amounts not to exceed the Participant's proportionate share of the Escrow for the limited purpose of conducting such post-closure maintenance activities over the next twelve (12) month period. The Participant shall also certify that its post-closure plans have received prior approval from ODEQ and that it shall not use the funds so disbursed to remedy any event of noncompliance with then existing laws and regulations pertaining to the Participant's facility nor to provide corrective action or perform remedial work at the facility, nor for any other unrelated purposes. Disbursements to be made pursuant to this Section shall be no more frequently than once per year to the Participant.

10.1.7 Escrow Balance Insufficient to Pay Post-Closure Costs In the event and to the extent that the accumulated value of the Participant's proportionate share of the Escrow dedicated specifically for the purpose of funding the Participant's annual post-closure maintenance costs is less than the actual costs of such annual post-closure care to be incurred by the Participant, then the Participant shall use its own financial or other resources to make up for such shortages and shall demonstrate to the satisfaction of the ALFA board of Directors that such resources have been used to perform the requisite post-closure maintenance activities prior to receiving any disbursement of funds from the Escrow for this purpose.

10.1.8 Disbursement of Residual Escrow Balances After Post-Closure Residual amounts, if any, remaining in the Participant's proportionate share of the Escrow at the end of the post-closure maintenance period shall be disbursed to the Participant upon certification by the ODEQ that the Participant is released from the obligation to provide any further post-closure maintenance for the facility. The parties hereto agree that upon such an occurrence, this Agreement shall terminate.

10.1.9 Participation Fee Transfers During Post-Closure The Participant hereby agrees that, during the post-closure maintenance period of its facility, the annual Participation Fee

due ALFA shall be paid directly from the Participant's proportionate share of the Escrow and transferred to ALFA's Operating Account.

10.1.10 Disbursements for Corrective Action and Other Funding Programs. The ALFA Board of Directors shall determine the terms and conditions of disbursements to be made to the Participant in connection with any corrective action programs as required in Section 11 hereof and for any other special funding program established for the Participant through the Escrow in accordance with Section 7.3.5 hereof.

### **Section 11: Corrective Action Requirements of ODEQ**

11.1 In the event the Participant's facility becomes the subject of an Order for Corrective Action issued by the ODEQ or the USEPA, pursuant to Oklahoma regulations or federal Subtitle D requirements, all costs associated with said corrective action shall become a part of the Participant's Funding Program and financial assurance obligation, in addition to the Escrow funds in such amount as having previously been determined by the formula as stated in Exhibit C.

11.2 Upon notification by ODEQ or EPA of a corrective action requirement by the Participant, Exhibits C and D herein shall be revised to include the amounts necessary the Participant to pay for and provide financial assurance for said corrective action programs.

11.3 The Participant's deposits to and disbursements from the Escrow for the purpose of meeting its corrective action obligations shall be determined in accordance with Section 9.1.8 herein for deposits and Section 10.1.10 herein for disbursements.

### **Section 12: ALFA Participation Fees**

12.1 The Participant agrees to pay a proportionate share of ALFA's annual operating expenditures as a "Participation Fee." Except for the initial Participation Fee, all subsequent Participation Fees shall be determined by the ALFA Board of Directors based on ALFA's projected operating revenues, operating expenditures, and net income or losses equitably distributed among all ALFA participants.

12.2 The Participant hereby agrees to pay an initial Participation Fee in the amount identified in Exhibit C hereof, which amount shall be due and payable to ALFA on the date this Agreement is executed by the Participant. This Agreement shall not be in full force or effect until this initial Participation Fee has been paid to and received by ALFA.

12.3 Except for the initial Participation Fee, all subsequent Participation Fees shall be due and payable to ALFA by July 1 of each year beginning July 1, 1995 and shall cover ALFA's fiscal year. Failure by the Participant to pay the Participation Fee within forty-five (45) days after July 1, shall constitute a default of this Agreement.

12.4 In the event the ALFA Board of Directors determines that a supplemental Participation Fee is needed for additional operating expenses resulting from extraordinary events or the occurrence of unforeseen circumstances during ALFA's fiscal year, the Participant agrees to pay its proportionate share of this supplemental Participation Fee in the amounts and at the times required by the ALFA Board of Directors.

12.5 To the extent ALFA's Operating Account, as the depository for the Participation Fees, is estimated to result in a surplus of funds at the end of its fiscal year, the ALFA Board of Directors shall determine the use of such surplus funds, including whether they shall be applied in the form of a budget carryover to reduce the following year's Participation Fees for all ALFA members or for other such items as the Board may deem to be in the best interest of ALFA.

### **Section 13: Term and Termination of the Agreement**

13.1 It is the intent of the parties hereto that the term of this Agreement shall be continuous through the period ending when ODEQ releases the Participant from any further requirements to provide post-closure care for the Participant's facility. Upon such an occurrence, and upon receipt by the Participant of any residual balances of the Participant's proportionate share of the Escrow, this Agreement shall terminate.

13.2 Either party may terminate this Agreement upon one hundred and eighty (180) days notice to the other party. Subject to the provisions of this Section 13, the Participant shall receive from ALFA its proportionate share of the Escrow as of the termination date, which amount shall be remitted to the Participant by ALFA within thirty (30) days after said termination date.

13.3 If the Participant elects to terminate this Agreement at any time within thirty (30) years from the date hereof, and if legally required financial assurance applicable to the Participant's facility is in force and effect, then the Participant agrees to pay to ALFA from the Participant's proportionate share of the Escrow liquidated damages created by such termination in accordance with the following formula:

Liquidated Damages for Early Termination =  
 $FP \times 10\% \times (YR / 30)$ ; where,

FP = Total value of Member's Funding Program on the termination date, and,  
YR = 30 years minus the number of years elapsed to the termination date.

In the event that the Participant's proportionate share of the Escrow is less than the amount determined by the formula calculated as described above, then the Participant shall forfeit the entire balance to ALFA as payment for liquidated damages.

13.4 The Participant's proportionate share of the Escrow remitted pursuant to this Section

12 shall be reduced by the amount of any liquidated damages payable to ALFA as required in accordance with the provisions of this Agreement.

13.5 No such liquidated damages shall be due ALFA if the Participant terminates this Agreement (a) during the period of time, when no legal requirement is in effect obligating the Participant to provide financial assurance for its facility, or (b) if ALFA terminates this Agreement, or (c) in the event of a determination of taxability pursuant to the provisions of Section 15 hereof, or (d) at any time after thirty (30) years from the date hereof.

#### **Section 14: Events of Default**

14.1 The following actions or occurrences shall be deemed an event of default of this Agreement and shall include noncompliance with the terms of any related agreements, ordinances, or resolutions executed or adopted pursuant to this Agreement.

14.1.1 Failure by the Participant to make deposits to the Escrow and/or to pay Participation Fees as determined by ALFA in accordance with the provisions hereof.

14.1.2 Failure of the Participant to comply with the terms and conditions of the permit for its facility as issued by ODEQ or as stated in any Notice of Violation as may be issued by ODEQ or by the United States Environmental Protection Agency, hereafter referred to as "USEPA," to the Participant.

14.1.3 Failure by the Participant to cure any violation of its facility permit within the time period specified by ODEQ or the USEPA.

14.1.4 Failure by the Participant to appropriate funds and/or budget for the required deposits to the Escrow and the ALFA Participation Fees.

14.1.5 Failure by the Participant to forbear from allowing liens, pledges, or assignments of security interests against the Participant's proportionate share of the Escrow.

14.2 An event of default shall be deemed to have occurred upon the failure by the Participant to cure any defect or violation of this Agreement or any document attached hereto as an exhibit within ten (10) days of notice of such violation, unless specifically provided for otherwise herein.

14.3 Upon notice to ALFA of delivery of a lawful claim from ODEQ to the Participant for payment of the financial assurance liability from the Participant in the amount as established in Exhibit D hereof, the Participant shall immediately deposit to the Escrow an amount equal to the shortfall, if any, between the ODEQ Financial Assurance Liability due ODEQ and the Participant's proportionate share of the Escrow as of the date of such notice from ODEQ. Any sums remaining in excess of the amount to perform the ODEQ closure shall be reimbursed to the Participant after

the closure of the facility has been paid.

14.3.1 If the Participant fails to make up any shortages in the Escrow as may be needed to meet its financial assurance obligation pursuant to this Section 14.3, then the Participant agrees that it shall waive its rights to defend against such legal action as ALFA may elect to take against it pursuant to Section 4.2 of this Agreement.

14.3.2 The Participant hereby further agrees that, by virtue of the operation of this Section 14.3, (a) this Agreement shall terminate effective as of the date of the notice from ODEQ is received by ALFA, and (b) all Participant's title and interest in the Escrow shall be forfeited to and released to ALFA; provided, that ALFA shall concurrently assign such title and interest to ODEQ in an amount not to exceed the Participant's financial assurance liability as set forth in Exhibit C.

14.3.3 In the event that the Participant's proportionate share of the escrow is more than the financial assurance liability to ODEQ, ALFA shall retain such excess, regardless of amount, as liquidated damages resulting from the Participant's default.

14.3.4 This Section 14.3 shall survive the termination of this Agreement.

#### **Section 15: Determination of Taxability**

In the event any of the income of or property held by ALFA, including any investments, investment earnings on or capital gains from the sale of investments in the Escrow, is determined by a federal, state, or local government taxing authority to be subject to the liability for and payment of income tax or ad valorem tax, then the Board of Directors, at its sole option, immediately terminate this Agreement with each participant and direct that funds held by ALFA be transferred to a Public Trust formed to accomplish the purposes as set forth in the Certificate of Incorporation of ALFA; provided, that a determination of taxability shall not apply to the "unrelated business income" of ALFA, if any, where that term is within the meaning ascribed in the United States Internal Revenue Code.

#### **Section 16: Participant's Right to Audit**

16.1 ALFA agrees that such books, records, documents, accounting procedures, practices, or any other items relating to this Agreement are subject to examination by the Participant.

16.2 The Participant or any of its authorized representatives shall have access to all books, records, documents, computer models, and other evidence for the purpose of inspection, auditing, and copying during normal business hours. ALFA shall provide proper facilities for such access and inspection.

16.3 Audits conducted under this provision shall be in accordance with generally accepted

auditing standards and with established procedures and guidelines of the Participant or the Participant's authorized representatives.

16.4 ALFA agrees to disclose all information and reports resulting from access to records under this Section 16 to any of the Participant's representatives authorized to receive such information or reports.

16.5 ALFA's records shall be maintained during the term of this Agreement and for five (5) years after the termination thereof. In addition, any records which relate to any controversy arising, litigation, or the settlement of claims arising out of ALFA's performance or to costs or times to which an audit exception has been taken shall be maintained by ALFA for at least two (2) years after such controversy or exception has been resolved.

16.6 Access to records is not limited to the required retention periods. The Participant's authorized representatives shall have access to records at any reasonable time for so long as the records are maintained.

#### **Section 17: Assignment**

17.1 The interests of the parties under this Agreement shall not be assignable without the prior written consent of the other party, which shall not be unreasonably withheld, and shall be given within thirty (30) days after written notice of such assignment.

17.2 The interests of the Participant under this Agreement shall not be assignable to any party that is not a local government entity in Oklahoma in accordance with Section 7.3.12 hereof.

17.3 The interests of ALFA under this Agreement shall not be assignable to any party that is not exempt from the liability for the assessment and payment of federal income taxes.

17.4 The interests of the parties under this Agreement shall not be assignable where such interests are intended for use as a pledge of or security for any indebtedness or in favor of any person.

#### **Section 18: Miscellaneous Provisions**

18.1 Relationship of Parties Except as otherwise provided herein, no party to this Agreement shall have any responsibility of any kind or in any form with respect to services provided or contractual obligations assumed by another party and nothing in this Agreement shall be deemed to constitute any party a partner, agent, or legal representative of any other party or to create any fiduciary relationship between or among the parties.

18.1 Modifications This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties; provided, that the parties agree that Exhibit C and

Exhibit D shall be modified beginning on or before April 1, 1996, and on or before April 1 of each year thereafter.

18.2 Waiver The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

18.3 Severability If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

18.4 Governing Law This Agreement shall be governed by the laws of the State of Oklahoma.

18.5 Headings Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement.

18.6 Entire Agreement This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

18.7 Counterparts This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original, but all of which taken together shall be deemed a single instrument.

#### **Section 19: Notices**

19.1 All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

**ALFA:** Association for Landfill Financial Assurance  
Attention: Mark S. Schwartz  
Suite 1100  
119 North Robinson  
Oklahoma City, OK 73102

**PARTICIPANT:** McAlester Public Works Authority  
Attention: Mr. Randy Green, City Manager  
P.O. Box 578  
McAlester, OK 74502

19.2 Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

IN WITNESS WHEREOF, this Agreement has been executed and delivered effective as of the date first above written.

**MCALESTER PUBLIC WORKS AUTHORITY**

By: *Cole Covington*  
CHAIRMAN

ATTEST:

By: *Lorrie Lany*  
SECRETARY

[SEAL]

**ASSOCIATION FOR LANDFILL FINANCIAL ASSURANCE**

By: *Kent Sten*

ATTEST: *Maui A. Williams*  
Secretary

[CORPORATE SEAL]

EXHIBIT A

INDUCEMENT TO BECOME A MEMBER OF THE  
ASSOCIATION FOR LANDFILL FINANCIAL ASSURANCE

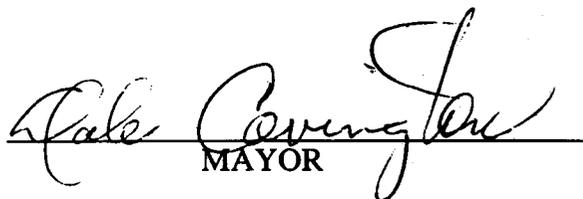
CITY OF McALESTER  
MUNICIPAL CODE SECTION \_\_\_\_\_

The legislative enactments set forth and contained in this title, insofar as they affect the membership of the City in the Association for Landfill Financial Assurance, an Oklahoma Not for Profit Corporation (hereinafter "ALFA"), and the obligation of the City and Trust relating to its membership in ALFA and its permitted successors and assigns, pursuant to the execution of the ALFA Participation Agreement being executed simultaneously this date, are hereby declared to be and shall be deemed and construed as an inducement to become a member of ALFA, in establishing the undersigned city an account with ALFA to provide for Financial Assurance pursuant to the requirements of RCRA Subtitle D Recovery.

The City, pursuant to the Participation Agreement with ALFA, will assure ALFA that the necessary rates for collection of municipal solid waste in the City will be sufficient to pay for the amount of Financial Assurance required. Said rates shall be adjusted to maintain the fund balance for financial assurance pursuant to the Participation Agreement, in order for ALFA to fulfill its obligations to the City pursuant to said Participation Agreement, as such contract may hereafter be amended, and ALFA's obligations to the City and to the Oklahoma Department of Environmental Quality, as a duly constituted authority thereof created expressly for, among others, such purposes.

Such legislative enactment and such inducement are further declared to be and shall be deemed and construed as being in contemplation of the vesting of certain rights in ALFA and their respective successors and assigns (to the extent pertaining to the establishment, financing of the costs of, and continued operation of ALFA and other obligations of ALFA, and the assignment thereof as security for certain financial obligations to be incurred in connection therewith and therefor, for the benefit, among others, of the Financial Assurance account held by ALFA on behalf of the City, and the related obligations to the Oklahoma Department of Environmental Quality and the United States Environmental Protection Agency, and for and Security Agreement and Pledge made by the City, its Trusts or Authorities, in contemplation of securing Financial Assurance through ALFA to meet the closure costs and post-closure care costs for a thirty (30) year period after closure of the Cities Municipal Solid Waste Landfill, all pursuant to RCRA Subtitle D as in effect as of this date or as they may be amended hereafter.

Adopted this 25th day of July, 1995.

  
MAYOR

ATTEST:

  
CLERK

(Seal)

## **EXHIBIT B**

### **PLEDGE AND SECURITY AGREEMENT**

The Pledge and Security Agreement will provide an additional contractual agreement to enforce the provisions of Exhibit A. It does not have to be executed at this date, but rather prior to April, 1996.

This Exhibit represents the participants agreement to enter into an agreed Pledge and Security Agreement.

**Exhibit C**  
**Statement of**  
**Required Funding Program Deposits**  
**and Participation Fees**  
**for the**  
**CITY OF McALESTER**

C1. Formula for Escrow Deposits. The ALFA Board of Directors shall calculate the principal amount of the Participant's annual deposit to the Escrow for the Participant's Funding Program each year during the term of this Agreement on the basis of the following formula:

$$\text{Annual Deposit to ALFA Escrow Account} = (CE - CB) \frac{i}{[(1 + i)^n - 1]} \quad \text{where,}$$

- CE = Current estimate of closure and post-closure care costs,
- CB = Current balance accumulated in the escrow account,
- i = Investment yield on escrow account investments, and,
- n = Estimated remaining life of the Participant's facility in years.

C2. Funding Program Deposits. The Participant shall make required deposits to its Funding Program for the estimated cost of closure and post-closure care of its facility to the Escrow in accordance with the provisions of Section 9 hereof and calculated on the basis of the formula described in paragraph C1 above. Said deposits shall be made at such times and in such amounts as approved by the ALFA Board of Directors.

C3. Participant's Escrow Deposit for FY 1994-95. In accordance with the formula described in paragraph C1 above, and on the basis of information provided to the ALFA Board of Directors by the Participant and the Bank, the Participant hereby agrees to make a deposit to the Escrow on or before August 31, 1995, in an amount not less than that calculated below:

CITY OF McALESTER	Closure	Post-Closure*	Total
Current Funding Program Cost Estimates (CE)	\$177,545	\$992,681	\$1,170,226
Current Funding Program Escrow Balance (CB)	\$0	\$0	\$0
Funding Program Balance Remaining (CE - CB)	\$177,545	\$992,681	\$1,170,226
Projected Investment Yield on Escrow Funds (i)	7.00%	7.00%	7.00%
Estimated Remaining Life of Participant's Facility (n)	14.5	14.5	14.5
<b>CURRENT FUNDING PROGRAM ESCROW DEPOSIT</b>	<b>\$7,873</b>	<b>\$44,021</b>	<b>\$51,894</b>

\*Discounted to Present Values

- C4. Modifications to Paragraph C3. The Participant hereby agrees that paragraph C3 above shall be revised and modified beginning on or before April 1, 1996, and on or before each April 1 thereafter during the term hereof to reflect subsequent changes in the values provided by the Participant and the Bank and that would affect the calculation for required deposits to the Escrow pursuant to the formula in paragraph C1 above. Participant further agrees that said revisions and adjustments shall not constitute a modification of this Agreement
- C5. Participation Fees. The Participant hereby agrees that it shall pay a proportionate share of ALFA's operating expenses in accordance with the provisions of Section 12 hereof as a Participation Fee at such times and in such amounts as established by the ALFA Board of Directors; provided, that the Participant hereby agrees to pay to ALFA an initial Participation Fee in the sum of \$5,000 upon the execution of this Agreement for its proportionate share of ALFA's operating expenses through the fiscal year ending June 30, 1995.
- C6. Participation Fees Due July 31. The Participant hereby agrees that, except for the initial Participation Fee described in paragraph C5 above, it shall pay all subsequent Participation Fees for each fiscal year beginning with the period from July 1, 1995 through June 30, 1996, and for subsequent annual periods thereafter during the term of this Agreement on or before July 31, 1995, and on or before July 1 of each year thereafter. Subject to approval by the ALFA Board of Directors, said Participation Fee may be paid on a monthly basis.

**Exhibit D**  
**Statement of Financial Assurance Liability**  
**to the**  
**Oklahoma Department of Environmental Quality**  
**from the**  
**CITY OF McALESTER**

D1. Legal Authority for Financial Assurances. The Participant hereby acknowledges its liability for certain financial assurances to ODEQ as a condition of the permit for its municipal solid waste disposal facility, as issued by ODEQ, pursuant to the requirements of the Oklahoma Environmental Code under Title 27A, Oklahoma Statutes, §2-10-701, "Site closure plan — Financial Security," as amended, and under the Oklahoma Administrative Code at Title 252, Chapter 510, Subchapter 21, "Financial Assurances."

D2. Financial Assurance Liability for FY 1995-96. Subject to approval and acceptance by ODEQ on or before April 9, 1996, Participant hereby acknowledges that, in accordance with the methods established by ODEQ to determine the amounts of financial assurance required by activity, the liability for said assurances have been calculated as of the date of this Agreement to be as follows:

<u>Activity</u>	<u>Amount Required</u>
Facility Closure .....	\$803,345
Facility Post-Closure Care .....	\$1,703,387
Facility Corrective Action .....	<u>\$0</u>
<b>TOTAL FINANCIAL ASSURANCE LIABILITY .....</b>	<b><u>\$2,506,732</u></b>

D3. Subsequent Changes in Financial Assurance Liability. The Participant hereby acknowledges that the amounts provided in paragraph D2 above are subject to change by ODEQ from time to time and hereby agrees to revise and replace said amounts to become effective on the date of notice delivered by ODEQ of such changes and, contemporaneously therewith, agrees to so notify ALFA of said changes.

D4. Payment of Financial Assurance Liability. In the event the Participant receives a lawful claim from ODEQ for the payment of the Participant's financial assurance liability, the provisions of Section 14.3 of this Agreement shall be controlling with respect to the Participant's performance required to satisfy said liability.



# McAlester City Council

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## AGENDA REPORT

Meeting Date:	<u>July 8, 2008</u>	Item Number:	<u>F</u>
Department:	<u>City Manager</u>	Account Code:	<u>                    </u>
Prepared By:	<u>Mark B. Roath</u>	Budgeted Amount:	<u>                    </u>
Date Prepared:	<u>July 1, 2008</u>	Exhibits:	<u>One</u>

### Subject

Authorize the Mayor to sign an Engagement Letter with Crawford and Associates, P.C., for accounting and consulting services for the period from July 1, 2008 through June 30, 2009.

### Recommendation

Motion authorizing the Mayor to sign the Engagement Letter with Crawford and Associates, P.C. for FY 2008-2009.

### Discussion

Attached is a proposed Engagement Letter with Crawford and Associates, P.C., for the aforementioned period.

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u>                    </u>	<u>                    </u>
City Manager	<u>MBR</u>	<u>07/01/08</u>

April 26, 2007

Mr. Mark B. Roath, City Manager  
City of McAlester  
P.O. Box 578  
McAlester, OK 74502-0578

Dear Mr. Roath:

Crawford & Associates is pleased that the City of McAlester (the City) continues to express its confidence in our firm and our municipal government expertise. We look forward to a continued long and successful relationship as an integral part of the City of McAlester's management team.

We are prepared to provide a full range of accounting and consulting services to the City of McAlester contingent upon approval of the City. The purpose of this engagement letter is to identify the scope of available accounting and consulting services, the specific services anticipated at this time, and confirm the terms of our engagement.

#### Scope of Services

The scope of accounting and consulting services that can be provided to the City are outlined below. While this listing includes the full range of services available from Crawford & Associates, the specific services anticipated to be provided at the current time are separated below from those other services that are available upon request.

#### Anticipated Services at This Time

Annual Financial Statement Preparation for Use by Auditors  
General Accounting and Advisory Assistance

#### Other Available Services

Budget Preparation and Amendment Assistance  
Capital Asset Records and Accounting Assistance  
Information Technology System Assistance  
Internal Control Policies and Procedures Assistance  
Labor Relations Consulting  
Laws and Regulations Compliance Assistance  
Investigation of Allegations or Concerns  
Tax and Other Regulatory Report Assistance

**In compliance with our professional standards regarding independence, we will not provide any audit or other attestation services to the City in conjunction with these accounting and consulting services.**

**City's Responsibilities**

The City is, and will continue to be, solely responsible for establishing and maintaining an effective accounting and internal control system, including, without limitation, systems designed to assure compliance with policies, procedures, and applicable laws and regulations.

City management and/or the City Council will be responsible for establishing the scope of the accounting and consulting services and the resources allocated to the work; such responsibility includes determining the nature, scope, and extent of the accounting and consulting services to be performed by Crawford and Associates, providing overall direction and oversight for each service, and reviewing and accepting the results of the work.

If our engagement involves the preparation of draft annual financial statements for use by an external auditor, our work will be considered a prelude to the audit performed on City management's behalf, and management will be responsible for the fair presentation of such statements and management will make such representations to the external auditors. Management also represents to us that they are responsible for the basis of accounting and assumptions used in the preparation of the draft financial statements. Management also agrees not to use the draft financial statements, prepared as a prelude to the audit, in any manner other than for use by the external auditor, and will not distribute or allow use of such draft statements to or by third-parties.

The City agrees that any final reports issued by Crawford and Associates in the conduct of our services engagement are intended solely for the information and use of City staff, management and the governing body. Any such reports may include wording that describes the limitations on their distribution.

**Crawford & Associates Responsibilities**

Crawford & Associates is responsible for providing the services requested from those anticipated or available, as defined in the Scope of Services section of this letter. Such services will be performed in accordance with the applicable accounting and consulting professional standards of the American Institute of CPAs (AICPA).

Crawford & Associates will be responsible for reporting or otherwise communicating to City management and/or the City Council any findings or recommendations, it determines necessary, resulting from the accounting and consulting services provided.

If our engagement involves the preparation of draft annual financial statements for use by an external auditor, our work will be considered a prelude to the audit, and not the submission of compiled financial statements as defined by the standards for accounting and review services of the AICPA. The draft financial statements we provide to the external auditor, on City management's behalf, will be prepared in accordance with accounting principles generally accepted in the United States, will be limited to management's representations, and will include no opinion, report or any form of assurance on the statements from us. Because we can provide no form of assurance on such statements, any engagement to prepare these draft financial statements for auditor use cannot be relied upon to disclose errors, fraud, or illegal acts.

## **CRAWFORD & ASSOCIATES, P.C.**

### **Fees and Costs**

Fees and out-of-pocket expenses for this engagement will be billed as the work progresses and payable upon receipt of our invoices. Out-of-pocket expenses include such costs incurred by our firm in providing the services including travel, lodging, telecommunications, printing, document reproduction, and the like. Our fees for these services will be billed at our standard hourly rates, as follows, for the individual performing such services based on the actual number of hours of work, including travel time, performed by that individual.

#### Standard Hourly Rates:

- Firm Chairman Emeritus (Mike Crawford) \$200
- Firm President (Frank Crawford) \$200
- Partners (Marcy Twyman, Deanna Crawford, Dwayne Tate) \$125
- Consulting Staff \$90
- Clerical Staff \$30

Because Crawford & Associates has no direct control over the type and number of services requested by the City during the term of this engagement, nor do we have control over the quality of the City's accounting system or records or the City staffing levels or capabilities, it is impractical to provide an accurate estimate of hours of service requested and a limit on fees and expenses charged. However, we will rely on the City to provide us with a copy of approved purchase orders and monitor the cumulative fees and expenses charged and notify us if and when the cumulative amount approaches the total appropriated level. The City agrees to provide sufficient appropriation for all services requested prior to the services being performed.

The term of this engagement is a period from July 1, 2008 through June 30, 2009. Crawford and Associates may perform additional services upon receipt of a formal request from the City with terms and conditions that are acceptable to the City and Crawford and Associates.

The agreements and undertakings of the City contained in this engagement letter, shall survive the completion or termination of this engagement.

### **Acceptance**

Please indicate your acceptance of this agreement by signing in the space provided below and returning this engagement letter to us. A duplicate copy of this engagement letter is provided for your records. We look forward to continuing our professional relationship with the City of McAlester.

Respectfully submitted and agreed to by,

*Crawford & Associates, P.C.*

Crawford and Associates, P.C.

**CRAWFORD & ASSOCIATES, P.C.**

**Accepted and Agreed to for the City of McAlester:**

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

Title: \_\_\_\_\_

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

**CLAIMS FROM JUNE 25, 2008  
THRU  
JUNE 30, 2008**

**2007 – 2008 FY**

BOOKET: 03765 Regular Payments

ENDOR SET: 01

END : 01 GENERAL FUND

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-1	MISC VENDOR					
	STEVE NAVE	I-07-21465	01 -5321331	EMPLOYEE TRAV JUNE 23-25TH: OKLA. DARE	042492	175.00
	STUART PUBLIC SCHO	I-6937	01 -5542331	EMPLOYEE TRAV REFUND PARTIAL YOUTH	042493	187.50
-A00267	AIRGAS					
		I-106175866	01 -5431203	REPAIRS & MAI OXYGEN FOR AMBULANCE	042495	123.90
		I-106197201	01 -5431203	REPAIRS & MAI OXYGEN FOR AMBULANCE	042495	122.91
		I-106219756	01 -5431203	REPAIRS & MAI OXYGEN FOR AMBULANCE	042495	74.47
		I-106239315	01 -5431203	REPAIRS & MAI OXYGEN FOR AMBULANCE	042495	43.73
		I-106239316	01 -5431203	REPAIRS & MAI OXYGEN FOR AMBULANCE	042495	25.89
		I-106936694	01 -5431203	REPAIRS & MAI OXYGEN FOR AMBULANCE	042495	105.65
-A00465	AMERICAN COMMUNICATIONS					
		I-55194	01 -5548316	REPAIRS & MAI REPAIR PARTS FOR STORM	042496	1,975.00
-A00747	AT&T					
		I-2 CELL PHONES	01 -5542202	OPERATING SUP REPLACEMENT CELL PHONES	042497	99.98
-A00751	ATWOODS					
		I-3056659-	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM PARTS	042498	15.88
		I-3063635	01 -5862203	REPAIRS & MAI BLANKET PO FOR SM PARTS	042498	50.97
		I-3094053	01 -5542308	CONTRACTED SE OPEN PO FOR MISC. MAINT.	042498	97.38
		I-3094490	01 -5542308	CONTRACTED SE OPEN PO FOR MISC. MAINT.	042498	22.98
		I-3094624	01 -5542308	CONTRACTED SE OPEN PO FOR MISC. MAINT.	042498	8.07
		I-3094922	01 -5542308	CONTRACTED SE OPEN PO FOR MISC. MAINT.	042498	118.68
		I-3096615	01 -5542308	CONTRACTED SE OPEN PO FOR MISC. MAINT.	042498	69.98
		I-3097170	01 -5542308	CONTRACTED SE OPEN PO FOR MISC. MAINT.	042498	11.58
		I-3097249	01 -5542308	CONTRACTED SE OPEN PO FOR MISC. MAINT.	042498	7.99
		I-3097643	01 -5542308	CONTRACTED SE OPEN PO FOR MISC. MAINT.	042498	6.36
		I-3098488	01 -5542308	CONTRACTED SE OPEN PO FOR MISC. MAINT.	042498	61.45
-A00754	ATLANTIC MEECO, INC					
		I-IVCD12367	01 -5215356	ADA COMPLIANC LABOR AND MATERIALS TO	042499	3,051.00
-A00770	AUTO PARTS CO					
		I-810078	01 -5431316	REPAIRS & MAI MISC. PARTS & SUPPLIES	042500	14.14
		I-815307	01 -5431316	REPAIRS & MAI MISC. PARTS & SUPPLIES	042500	40.69
		I-815549	01 -5431316	REPAIRS & MAI MISC. PARTS & SUPPLIES	042500	23.41
		I-816000	01 -5431316	REPAIRS & MAI MISC. PARTS & SUPPLIES	042500	5.48
		I-817661	01 -5431316	REPAIRS & MAI MISC. PARTS & SUPPLIES	042501	29.68
		I-818045	01 -5862203	REPAIRS & MAI PARTS FOR GRADALL	042501	366.28
		I-818324	01 -5431316	REPAIRS & MAI MISC. PARTS & SUPPLIES	042502	156.36
		I-818325	01 -5431316	REPAIRS & MAI MISC. PARTS & SUPPLIES	042502	155.16
		I-818326	01 -5431316	REPAIRS & MAI MISC. PARTS & SUPPLIES	042502	74.85
-B00018	B & C TRUCK ELECTRIC SE					
		I-D34492	01 -5431203	REPAIRS & MAI REPAIRS TO PUMPER TRUCK	042504	676.01
-B00180	BEMAC SUPPLY					

CKET: 03765 Regular Payments

NDOR SET: 01

ND : 01 GENERAL FUND

NDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-B00180	BEMAC SUPPLY		continued			
		I-S1395001.001	01 -5548203	REPAIRS & MAI EMERGENCY PO FOR REGULATO	042508	319.00
-B00570	BUCK WILSON BODY SHOP I					
		I-07-21400	01 -5321316	REPAIRS & MAI REPAIR #55'S UNIT/	042511	184.00
-C00030	C & G WHOLESALE					
		I-28595	01 -5321325	FIRING RANGE 40CAL 180GRN HOLLOW PT	042512	1,030.00
		I-28595	01 -5321325	FIRING RANGE 45CAL 230GRN HOLLOW PT	042512	548.00
		I-28595	01 -5321325	FIRING RANGE REM 12GA SLUGS	042512	375.00
		I-28595	01 -5321325	FIRING RANGE REM .00 BUCK 12GA	042512	600.00
		I-28595	01 -5321325	FIRING RANGE SHIPPING	042512	117.00
-C00463	CITY MANAGERS ASSOCIATI					
		I-MARK ROATH	01 -5210330	DUES & SUBSCR 2008 CMAO CONF.	042514	100.00
-C00780	CORRAL WEST RANCHWEAR					
		I-178394	01 -5431207	CLOTHING ALLO BOOTS FOR FASSIO	042516	139.95
-C00783	CORAL POOL SUPPLY					
		I-087960601	01 -5542203	REPAIRS & MAI EMERGENCY PO FOR REPAIR	042517	472.95
-C00840	CRAWFORD & ASSOCIATES					
		I-3480	01 -5215302	CONSULTANTS PROF. SERVICES RENDERED	042518	2,715.54
-C00850	CRONATRON WELDING SYSTE					
		I-6784161	01 -5862203	REPAIRS & MAI WELDING SUPPLIES FOR SHOP	042519	787.25
-D00520	DOERNER, SAUNDERS,					
		I-127656	01 -5214302	CONSULTANTS/L RE: PROFESSIONAL SERVICES	042522	84.00
-D00540	DOLESE BROTHERS					
		I-71660	01 -5865402	CAPITAL PROJE 800 TON 1 1/2" CRUSHER	042523	1,372.23
		I-72272	01 -5865402	CAPITAL PROJE 800 TON 1 1/2" CRUSHER	042523	1,790.62
		I-72922	01 -5865402	CAPITAL PROJE 800 TON 1 1/2" CRUSHER	042523	991.33
-E00230	ENLOW FORD TRACTOR, INC					
		I-340130	01 -5862203	REPAIRS & MAI KNIVES, COTTER PINS FOR	042526	256.40
-F00021	FALCON ASSOC. INC.					
		I-4473	01 -5653317	ADVERTISING & EMPLOYMENT AD FOR CHEIF	042528	135.00
-F00037	FASTENAL					
		I-OKMCA68841	01 -5863203	REPAIR & MAIN NUTS, BOLTS, GLUE, ROD	042529	73.55
		I-OKMCA68864	01 -5863203	REPAIR & MAIN NUTS, BOLTS, GLUE, ROD	042529	21.91
-G00010	G & C RENTAL CENTER, IN					
		I-5156	01 -5547204	SMALL TOOLS OPEN PO FOR RENTAL OF	042533	41.04
		I-5337	01 -5865402	CAPITAL PROJE RENT ON DOZER FOR WEEK	042533	1,150.00

CKET: 03765 Regular Payments

NDOR SET: 01

ND : 01 GENERAL FUND

NDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
<b>-G00055 G.FARNEY &amp; ASSOCIATES,</b>						
		I-20352	01 -5547203	REPAIRS & MAI PROBES AND STRAINER	042534	1,126.44
		I-20401	01 -5543202	OPERATING SUP NEW COVER FOR PUMP AT	042534	221.31
<b>-G00130 GALL'S INC./DYNA MED</b>						
		I-5944950001010	01 -5431207	CLOTHING ALLO UNIFORM ORDER	042535	309.96
		I-5944951701014	01 -5431207	CLOTHING ALLO UNIFORM ORDER	042535	161.96
		I-5944952701013	01 -5431207	CLOTHING ALLO UNIFORM ORDER	042535	164.98
		I-594495301011	01 -5431207	CLOTHING ALLO UNIFORM ORDER	042535	18.07
		I-5944953301029	01 -5431207	CLOTHING ALLO UNIFORM ORDER	042535	297.40
		I-5944954101014	01 -5431207	CLOTHING ALLO UNIFORM ORDER	042535	109.97
		I-5944954901017	01 -5431207	CLOTHING ALLO UNIFORM ORDER	042535	95.99
		I-594495501014	01 -5431207	CLOTHING ALLO UNIFORM ORDER	042535	41.00
<b>-G00490 GRISSOM IMPLEMENT INC</b>						
		I-19989	01 -5862203	REPAIRS & MAI PARTS FOR PARKS BRUSH	042538	515.30
		I-34411	01 -5862203	REPAIRS & MAI LOCKING GAS CAPS FOR 4	042538	213.80
<b>-H00075 HARRIS CONSTRUCTION SER</b>						
		I-420096	01 -5865402	CAPITAL PROJE FREIGHT ON 800 TON 1 1/2"	042539	3,906.52
<b>-H00180 HI LINE ELECTRIC</b>						
		I-1988617	01 -5862203	REPAIRS & MAI SCREWS, TERMINAL	042540	116.00
<b>-H00290 HUMPHREY PLUMBING, INC.</b>						
		I-6097	01 -5542308	CONTRACTED SE EMERGENCY PO FOR PLBG.	042541	437.55
<b>-I00110 IMPRESS OFFICE SUPPLY</b>						
		I-025389	01 -5431202	OPERATING SUP BLANKET PO FOR OFFICE	042542	200.00
		I-025467	01 -5431202	OPERATING SUP OFFICE SUPPLIES	042542	91.99
<b>-J00338 JOB CONSTRUCTION CO INC</b>						
		I-024758	01 -5865402	CAPITAL PROJE ASPHALT FOR PATCHING	042543	195.27
		I-024759	01 -5865402	CAPITAL PROJE ASPHALT FOR PATCHING	042543	163.31
		I-024760	01 -5865402	CAPITAL PROJE ASPHALT FOR PATCHING	042543	87.02
		I-024761	01 -5865402	CAPITAL PROJE ASPHALT FOR PATCHING	042543	215.95
		I-024762	01 -5865402	CAPITAL PROJE ASPHALT FOR PATCHING	042543	165.39
		I-024838	01 -5865402	CAPITAL PROJE ASPHALT FOR PATCHING	042543	235.14
		I-024839	01 -5865402	CAPITAL PROJE ASPHALT FOR PATCHING	042543	304.79
		I-024840	01 -5865402	CAPITAL PROJE ASPHALT FOR PATCHING	042543	1,034.15
<b>-J00340 JIM WOOD REFRIGERATION</b>						
		I-08-9042	01 -5431203	REPAIRS & MAI REPAIRS INV#08-9042	042544	142.00
		I-08-9077	01 -5542103	OVERTIME PAYR EMERGENCY PO FOR A/C	042544	770.00
		I-08-9077A	01 -5542109	UNEMPLOYMENT EMERGENCY PO FOR A/C	042544	560.00
		I-08-9077B	01 -5543102	PART-TIME PAY EMERGENCY PO FOR A/C	042544	870.00
<b>-J00397 JOHN NICK</b>						
		I-1066	01 -5652319	DEMOLITION 312 W CHEROKEE	042545	1,999.00

CHECK: 03765 Regular Payments

ENDOR SET: 01

END : 01 GENERAL FUND

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-K00116	KENDALL PRODUCTS					
		I-290274	01 -5542203	REPAIRS & MAI NEW RUBBERIZED FLOORING	042546	3,296.50
-L00339	LINCOLN EQUIPMENT, INC					
		I-S193770	01 -5543206	MAJOR CHEMICA LADDER STEPS TO REPLACE	042549	518.69
-L00380	LOCKE SUPPLY CO.					
		I-8297541	01 -5548203	REPAIRS & MAI EMERGENCY PO FOR	042550	190.51
-L00428	LOWE'S CREDIT SERVICES					
		I-01182	01 -5548316	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	042551	39.94
		I-05149	01 -5548316	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	042551	87.00
		I-09369-	01 -5548316	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	042551	69.72
		I-09735	01 -5548316	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	042551	25.38
		I-10939	01 -5548316	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	042551	27.92
		I-13511	01 -5548316	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	042551	238.28
-M00395	MIDWEST TROPHY					
		I-5354035	01 -5543316	REPAIRS & MAI TROPHIES FOR TENNIS TOURN	042554	540.84
-M00498	MISSOURI MUNICIPAL LEAG					
		I-23321	01 -5653317	ADVERTISING & EMPLOYMENT AD FOR CITY	042556	50.00
-MC0148	MC ALESTER VISION CENTE					
		I-20519	01 -5653213	SAFETY SUPPLI SAFETY GLASSES	042557	170.00
-MC0170	MCALESTER REGIONAL HOSP					
		I-07-20923-	01 -5321305	PHYSICALS PHYSICALS: LAB	042559	678.50
-O00075	O'REILLY AUTO PARTS					
		I-0230-440818	01 -5431316	REPAIRS & MAI MISC. PARTS & SUPPLIES	042563	32.94
		I-0230-442791	01 -5431316	REPAIRS & MAI MISC. PARTS & SUPPLIES	042563	76.79
		I-0230-443729	01 -5431316	REPAIRS & MAI MISC. PARTS & SUPPLIES	042563	37.99
		I-0230-446512	01 -5431316	REPAIRS & MAI MISC. PARTS & SUPPLIES	042563	142.92
		I-0230-458030	01 -5431316	REPAIRS & MAI MISC. PARTS & SUPPLIES	042563	19.16
		I-0230-458038	01 -5431316	REPAIRS & MAI MISC. PARTS & SUPPLIES	042563	19.16
		I-0230-460745	01 -5431316	REPAIRS & MAI MISC. PARTS & SUPPLIES	042563	29.96
		I-0230-461899	01 -5431316	REPAIRS & MAI MISC. PARTS & SUPPLIES	042563	31.95
		I-0230-464775	01 -5431316	REPAIRS & MAI MISC. PARTS & SUPPLIES	042563	106.60
-P00133	PATROL TECHNOLOGY					
		I-4870	01 -5321207	CLOTHING ALLO CLOTHING: EQUIPMENT FOR	042564	227.00
-R00050	RADIO SHACK					
		I-253838	01 -5321202	OPERATING SUP 4 DIGITAL RECORDERS FOR	042567	79.99
		I-253840	01 -5321202	OPERATING SUP 4 DIGITAL RECORDERS FOR	042567	239.97
-S00510	SOUTHERN SUPPLY & EQUIP					
		I-42096	01 -5547203	REPAIRS & MAI WEDEATER, HEDGE CLIPPERS	042572	1,930.00

CKET: 03765 Regular Payments

ENDOR SET: 01

ND : 01 GENERAL FUND

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-S00530	SOUTHWEST CHEMICAL SERV	I-83713	01 -5542331	EMPLOYEE TRAV EMERGENCY PO FOR GRID	042573	320.00
-S00710	STANDARD MACHINE LLC	I-203574	01 -5862203	REPAIRS & MAI PARTS FOR GRADALL	042574	1,121.76
		I-79022	01 -5862203	REPAIRS & MAI METAL FOR SHOP	042574	189.25
-S00725	STAPLES CREDIT PLAN	I-0721454	01 -5865202	OPERATING SUP INK, PAPER, NOTE BOOK PEN	042575	94.97
		I-119215	01 -5865202	OPERATING SUP INK, PAPER, NOTE BOOK PEN	042575	14.98
		I-127303	01 -5211202	OPERATING SUP BUDGET BINDERS/DIVIDERS	042575	40.93
		I-337863	01 -5211202	OPERATING SUP BUDGET BINDERS/DIVIDERS	042575	121.26
-S00791	STEIDLEY & NEAL, P.L.L.	I-9028	01 -5214302	CONSULTANTS/L RE: JAMES E TANNEHILL VS	042576	660.00
		I-9038	01 -5214302	CONSULTANTS/L RE: CITY OF MCALESTER VS	042576	2,642.06
		I-9039	01 -5214302	CONSULTANTS/L RE: CITY OF MCALESTER VS	042576	1,595.00
-S00871	STEWART MARTIN EQUIPMEN	I-41971	01 -5862203	REPAIRS & MAI PARTS FOR COM. TRACTOR	042577	259.23
-T00010	T. H. ROGERS LUMBER CO.	I-374033	01 -5548203	REPAIRS & MAI OPEN PO FOR REPAIR AND	042579	24.01
		I-374891	01 -5548203	REPAIRS & MAI OPEN PO FOR REPAIR AND	042579	4.45
		I-374901	01 -5548203	REPAIRS & MAI OPEN PO FOR REPAIR AND	042579	3.39
		I-375295	01 -5548203	REPAIRS & MAI OPEN PO FOR REPAIR AND	042579	24.01
		I-375495	01 -5548316	REPAIRS & MAI OPEN PO FOR PLYWOOD	042579	475.79
-T00142	THE CARPET STORE	I-3012	01 -5653202	OPERATING SUP CARPET REPLACEMENT FOR	042582	376.41
		I-3012-A	01 -5653202	OPERATING SUP CARPET PAD FOR OFFICE	042582	77.00
-T00505	TRAFFIC PARTS INC	I-276301	01 -5863203	REPAIR & MAIN 8" SIGNAL PCW/LED'S	042583	1,888.00
		I-276301	01 -5863203	REPAIR & MAIN 8" 3 SECTION BACK PLATES	042583	376.00
		I-276301	01 -5863203	REPAIR & MAIN POST TAPE HARDWARE	042583	964.00
-T00596	TUCKER'S TEES	I-BENNETT	01 -5431207	CLOTHING ALLO UNIFORMS	042584	24.00
		I-BLANSETT-	01 -5431207	CLOTHING ALLO UNIFORMS	042584	90.00
		I-DURANT-	01 -5431207	CLOTHING ALLO UNIFORMS	042584	27.75
		I-HEAROD	01 -5431207	CLOTHING ALLO UNIFORMS	042584	40.00
		I-LEAMY	01 -5431207	CLOTHING ALLO UNIFORMS	042584	51.75
		I-NAVE	01 -5431207	CLOTHING ALLO UNIFORMS	042584	55.50
		I-RAGAN	01 -5431207	CLOTHING ALLO UNIFORMS	042584	70.00
		I-SANDERS	01 -5431207	CLOTHING ALLO UNIFORMS	042584	16.00
		I-SHIPLEY	01 -5431207	CLOTHING ALLO UNIFORMS	042584	33.00
		I-TUCKER	01 -5431207	CLOTHING ALLO UNIFORMS	042584	96.00

ACCOUNT: 03765 Regular Payments

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
<b>-T00630 TWIN CITIES READY MIX</b>						
		I-18364	01 -5865402	CAPITAL PROJE BLANKET PO FOR CONCRETE	042585	880.00
		I-18537	01 -5865402	CAPITAL PROJE BLANKET PO FOR CONCRETE	042585	855.00
		I-18913	01 -5865402	CAPITAL PROJE BLANKET PO FOR CONCRETE	042585	684.00
		I-19505	01 -5865402	CAPITAL PROJE BLANKET PO FOR CONCRETE	042585	288.00
		I-20264	01 -5865402	CAPITAL PROJE BLANKET PO FOR CONCRETE	042585	252.00
		I-20412	01 -5865402	CAPITAL PROJE BLANKET PO FOR CONCRETE	042585	288.00
		I-21140	01 -5865402	CAPITAL PROJE BLANKET PO FOR CONCRETE	042585	256.00
<b>-W00040 WALMART COMMUNITY BRC</b>						
		I-023471	01 -5431202	OPERATING SUP OPERATING SUPPLIES	042588	41.67
		I-024405	01 -5431202	OPERATING SUP OPERATING SUPPLIES	042588	57.69
		I-02908	01 -5542308	CONTRACTED SE EMERGENCY PO FOR POOL	042588	28.48
		I-06340-	01 -5321319	MISCELLANEOUS SUPPLIES - DET DIV.	042588	135.20
		I-08480	01 -5542308	CONTRACTED SE EMERGENCY PO FOR POOL	042588	64.50
		I-09963-	01 -5542308	CONTRACTED SE EMERGENCY PO FOR POOL	042588	138.00
		I-8304	01 -5653213	SAFETY SUPPLI 50 CASES OF GATORAGE	042588	498.00
<b>-W00192 WEBCOAT PROD. MFG. BY VI</b>						
		I-0086048-IN	01 -5547203	REPAIRS & MAI PARTS NEEDED FOR BENCHES	042590	198.72
<b>-W00270 WHITE ELECTRICAL SUPPLY</b>						
		I-220826-	01 -5548316	REPAIRS & MAI OPEN PO FOR MISC. REAPIRS	042592	13.82
		I-221036	01 -5863203	REPAIR & MAIN TRAFFIC CONTROL PARTS	042592	51.34
		I-221445	01 -5548316	REPAIRS & MAI OPEN PO FOR MISC. REAPIRS	042592	95.79
		I-221536	01 -5548316	REPAIRS & MAI OPEN PO FOR MISC. REAPIRS	042592	46.24
		I-221814	01 -5548316	REPAIRS & MAI OPEN PO FOR MISC. REAPIRS	042592	136.29
		I-221877	01 -5548203	REPAIRS & MAI ELECTRICAL SUPPLIES FOR	042592	900.00
		I-221877	01 -5548316	REPAIRS & MAI ELECTRICAL SUPPLIES FOR	042592	109.46
<b>-W00480 WYLIE SPRAYERS OF OKLA.</b>						
		I-0-175822	01 -5548204	SMALL TOOLS EMERGENCY PO FOR	042594	413.80
		I-0-175832	01 -5547203	REPAIRS & MAI NEW PUMP FOR TREE	042594	413.80
VENDOR SET 01 GENERAL FUND					TOTAL:	63,603.45

ACCOUNT: 03765 Regular Payments

ENDOR SET: 01

END : 02 MPWA

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
L-A00103	ACCURATE ENVIRONMENTAL LA	I-8F11016	02 -5974304	LAB TESTING TOC TESTING	042494	80.00
L-A00770	AUTO PARTS CO	C-CM816978	02 -5862203	REPAIRS & MAI BLANKET PO SMALL AUTO	042500	55.52-
		C-CM817789	02 -5862203	REPAIRS & MAI BLANKET PO SMALL AUTO	042500	77.39-
		I-816464	02 -5862203	REPAIRS & MAI BLANKET PO SMALL AUTO	042500	122.52
		I-817115	02 -5862203	REPAIRS & MAI BLANKET PO SMALL AUTO	042500	65.65
		I-817148	02 -5862203	REPAIRS & MAI BLANKET PO SMALL AUTO	042500	70.88
		I-817154	02 -5862203	REPAIRS & MAI BLANKET PO SMALL AUTO	042500	70.67
		I-817335	02 -5862203	REPAIRS & MAI BLANKET PO SMALL AUTO	042500	23.71
		I-817358	02 -5862203	REPAIRS & MAI BLANKET PO SMALL AUTO	042500	6.60
		I-817406	02 -5862203	REPAIRS & MAI BLANKET PO SMALL AUTO	042500	69.29
		I-817468	02 -5862203	REPAIRS & MAI BLANKET PO SMALL AUTO	042500	45.21
		I-817508	02 -5862203	REPAIRS & MAI BLANKET PO SMALL AUTO	042501	64.95
		I-817521	02 -5862203	REPAIRS & MAI BLANKET PO SMALL AUTO	042501	162.15
		I-817557	02 -5862203	REPAIRS & MAI BLANKET PO SMALL AUTO	042501	10.44
		I-817622	02 -5862203	REPAIRS & MAI BLANKET PO SMALL AUTO	042501	52.38
		I-817622	02 -5862203	REPAIRS & MAI BLANKET PO SMALL AUTO	042501	55.81
		I-817632	02 -5862203	REPAIRS & MAI BLANKET PO SMALL AUTO	042501	21.32
		I-817662	02 -5862203	REPAIRS & MAI BLANKET PO SMALL AUTO	042501	6.94
		I-817794	02 -5862203	REPAIRS & MAI BLANKET PO SMALL AUTO	042501	114.49
		I-817855	02 -5862203	REPAIRS & MAI BLANKET PO SMALL AUTO	042501	23.28
		I-817983	02 -5862203	REPAIRS & MAI BLANKET PO SMALL AUTO	042501	80.75
		I-818037	02 -5862203	REPAIRS & MAI BLANKET PO SMALL AUTO	042501	80.30
		I-818049	02 -5862203	REPAIRS & MAI BLANKET PO SMALL AUTO	042501	86.97
		I-818116	02 -5862203	REPAIRS & MAI BLANKET PO SMALL AUTO	042502	18.63
		I-818270	02 -5862203	REPAIRS & MAI BLANKET PO SMALL AUTO	042502	18.70
		I-818322	02 -5862203	REPAIRS & MAI BLANKET PO SMALL AUTO	042502	64.56
		I-818384	02 -5862203	REPAIRS & MAI BLANKET PO FOR AUTO PARTS	042502	60.99
		I-818489	02 -5862203	REPAIRS & MAI BLANKET PO SMALL AUTO	042502	57.66
		I-818502	02 -5862203	REPAIRS & MAI BLANKET PO SMALL AUTO	042502	116.20
		I-818526	02 -5862203	REPAIRS & MAI BLANKET PO SMALL AUTO	042502	30.71
		I-818582	02 -5862203	REPAIRS & MAI BLANKET PO SMALL AUTO	042502	59.24
		I-818600	02 -5862203	REPAIRS & MAI BLANKET PO SMALL AUTO	042502	6.60
		I-818625	02 -5862203	REPAIRS & MAI BLANKET PO FOR AUTO PARTS	042502	33.48
		I-818629	02 -5862203	REPAIRS & MAI BLANKET PO FOR AUTO PARTS	042503	29.94
		I-818667	02 -5862203	REPAIRS & MAI BLANKET PO FOR AUTO PARTS	042503	16.29
		I-818714	02 -5862203	REPAIRS & MAI BLANKET PO FOR AUTO PARTS	042503	65.56
		I-818736	02 -5862203	REPAIRS & MAI BLANKET PO FOR AUTO PARTS	042503	192.89
		I-818808	02 -5862203	REPAIRS & MAI BLANKET PO FOR AUTO PARTS	042503	42.08
		I-818836	02 -5862203	REPAIRS & MAI BLANKET PO FOR AUTO PARTS	042503	53.27
		I-818899	02 -5862203	REPAIRS & MAI BLANKET PO FOR AUTO PARTS	042503	157.90
-B00035	B & H TRUCK SERVICE	I-24258	02 -5862203	REPAIRS & MAI BLANKET PO FOR REPAIR	042505	950.78
-B00118	BASIN ENVIRONMENTAL & S	I-1195	02 -5864410	LAND IMPROVEM SOLID WASTE CONSULTING	042506	2,500.00

CHECK: 03765 Regular Payments

ENDOR SET: 01

JND : 02 MPWA

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
<b>-B00150 BEALES GOODYEAR TIRES</b>						
		I-147056	02 -5862203	REPAIRS & MAI BLANKET PO TO GET TIRES	042507	60.00
		I-150939	02 -5862203	REPAIRS & MAI BLANKET PO TO GET TIRES	042507	34.00
		I-151470	02 -5862203	REPAIRS & MAI BLANKET PO TO GET TIRES	042507	110.90
		I-151623	02 -5862203	REPAIRS & MAI BLANKET PO TO GET TIRES	042507	15.00
		I-151713	02 -5862203	REPAIRS & MAI BLANKET PO TO GET TIRES	042507	15.00
		I-152066	02 -5862203	REPAIRS & MAI BLANKET PO TO GET TIRES	042507	56.95
		I-152513	02 -5862203	REPAIRS & MAI BLANKET PO TO GET TIRES	042507	101.00
		I-152941	02 -5862203	REPAIRS & MAI BLANKET PO TO GET TIRES	042507	128.00
		I-MC151222	02 -5862203	REPAIRS & MAI REPAIR LOADER TIRES	042507	60.00
<b>-B00180 BEMAC SUPPLY</b>						
		I-S1392970.001	02 -5975202	OPERATING SUP WATER & SEWER MAINTENANCE	042508	65.00
		I-S1393408.001	02 -5975202	OPERATING SUP WATER & SEWER MAINTENANCE	042508	51.19
		I-S1393579.001	02 -5975202	OPERATING SUP WATER & SEWER MAINTENANCE	042508	22.61
		I-S1393579.001	02 -5975202	OPERATING SUP WATER & SEWER MAINTENANCE	042508	27.26
		I-S1393602.001	02 -5975202	OPERATING SUP WATER & SEWER MAINTENANCE	042508	32.07
		I-S1393789.001	02 -5975202	OPERATING SUP WATER & SEWER MAINTENANCE	042508	53.25
		I-S1393962.001	02 -5975202	OPERATING SUP WATER & SEWER MAINTENANCE	042508	27.44
		I-S1394146.001	02 -5975202	OPERATING SUP WATER & SEWER MAINTENANCE	042508	38.84
		I-S1394494.001	02 -5975202	OPERATING SUP WATER & SEWER MAINTENANCE	042508	17.93
		I-S1396331.001	02 -5975202	OPERATING SUP WATER & SEWER MAINTENANCE	042508	12.20
		I-S1396785.001	02 -5975202	OPERATING SUP WATER & SEWER MAINTENANCE	042508	119.48
		I-S1397110.001	02 -5975202	OPERATING SUP WATER & SEWER MAINTENANCE	042508	40.64
<b>-B00491 BRENNTAG SOUTHWEST</b>						
		I-BSW083369	02 -5973206	MAJOR CHEMICAL CHLORINE, SULFUR DIOXIDE	042510	1,515.00
<b>-C00489 UNITED FUEL &amp; ENERGY/CL</b>						
		I-0942250-IN	02 -5862205	PETROLEUM PRO 4 DRUMS HYD FLUID @398.75	042515	1,595.00
		I-0942250-IN	02 -5862205	PETROLEUM PRO KEG HITEMP GREASE 242.40	042515	242.40
<b>-D00323 DEPT. OF ENVIR. QUALITY</b>						
		I-55218487	02 -5974329	DEQ FEES LICENSE RENEWAL FOR WTP	042520	60.00
		I-55222680	02 -5974329	DEQ FEES LICENSE RENEWAL FOR WTP	042520	76.00
		I-55222748	02 -5974329	DEQ FEES LICENSE RENEWAL FOR WTP	042520	76.00
		I-55222805	02 -5974329	DEQ FEES LICENSE RENEWAL FOR WTP	042520	38.00
		I-55223000	02 -5974329	DEQ FEES LICENSE RENEWAL FOR WTP	042520	76.00
		I-55223422	02 -5974329	DEQ FEES LICENSE RENEWAL FOR WTP	042520	114.00
		I-55223428	02 -5974329	DEQ FEES LICENSE RENEWAL FOR WTP	042520	76.00
		I-55223476	02 -5974329	DEQ FEES LICENSE RENEWAL FOR WTP	042520	76.00
		I-55223639	02 -5974329	DEQ FEES LICENSE RENEWAL FOR WTP	042520	76.00
		I-55223708	02 -5974329	DEQ FEES LICENSE RENEWAL FOR WTP	042520	76.00
		I-55224545	02 -5974329	DEQ FEES LICENSE RENEWAL FOR WTP	042520	76.00
		I-55225076	02 -5974329	DEQ FEES LICENSE RENEWAL FOR WTP	042520	114.00
		I-55225693	02 -5974329	DEQ FEES LICENSE RENEWAL FOR WTP	042520	76.00
		I-55225704	02 -5974329	DEQ FEES LICENSE RENEWAL FOR WTP	042520	38.00
		I-55225754	02 -5974329	DEQ FEES LICENSE RENEWAL FOR WTP	042521	246.00
		I-55226336	02 -5974329	DEQ FEES LICENSE RENEWAL FOR WTP	042521	114.00

CHECK: 03765 Regular Payments

ENDOR SET: 01

IND : 02 MPWA

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-D00323 DEPT. OF ENVIR. QUALITY continued						
		I-55227612	02 -5974329	DEQ FEES LICENSE RENEWAL FOR WTP	042521	76.00
		I-55227961	02 -5974329	DEQ FEES LICENSE RENEWAL FOR WTP	042521	114.00
		I-55228574	02 -5974329	DEQ FEES LICENSE RENEWAL FOR WTP	042521	38.00
		I-55228937	02 -5974329	DEQ FEES LICENSE RENEWAL FOR WTP	042521	38.00
		I-55228938	02 -5974329	DEQ FEES LICENSE RENEWAL FOR WTP	042521	76.00
		I-55229579	02 -5974329	DEQ FEES LICENSE RENEWAL FOR WTP	042521	38.00
		I-55229839	02 -5974329	DEQ FEES LICENSE RENEWAL FOR WTP	042521	76.00
		I-55230139	02 -5974329	DEQ FEES LICENSE RENEWAL FOR WTP	042521	38.00
-D00540 DOLESE BROTHERS						
		I-68123	02 -5864410	LAND IMPROVEM 400 TON 1 1/2" CR	042523	698.72
		I-68679	02 -5864410	LAND IMPROVEM 400 TON 1 1/2" CR	042523	485.78
		I-69312	02 -5864410	LAND IMPROVEM 400 TON 1 1/2" CR	042523	360.05
-D00730 DUB ROSS CO.						
		I-0047147-IN	02 -5975212	PARTICIPATION TIN HORN FOR 508 E COURT	042524	205.60
-D00765 DUN RIGHT FENCEING						
		I-001227-001227A	02 -5973203	REPAIRS & MAI FENCE AROUND LIFT STATION	042525	250.00
		I-001227-001227A	02 -5973316	REPAIRS & MAI FENCE AROUND LIFT STATION	042525	2,000.00
-F00070 FILTRATION SPECIALITIES						
		I-INV #1	02 -5974203	REPAIRS & MAI REPAIR & INSTALL	042531	800.00
-F00310 FRONTIER INTNL. TRUCKS						
		I-740241	02 -5862203	REPAIRS & MAI PARTS FOR SW-4	042532	585.34
		I-740860	02 -5862203	REPAIRS & MAI PARTS FOR SW-2	042532	1,380.57
-G00310 GIB'S TRANSMISSION, INC						
		I-1172	02 -5862203	REPAIRS & MAI REBUILD 4 SPD TRANS. IN	042536	2,021.00
		I-1181	02 -5862203	REPAIRS & MAI REBUILD TRANSMISSION IN	042536	1,981.00
-G00462 GREEN COUNTRY TESTING,						
		I-T30872	02 -5973304	LAB TESTING SLUDGE TESTING FOR	042537	482.00
-K00190 KEYSTONE EQUIPMENT CO.						
		I-36620	02 -5862203	REPAIRS & MAI PARTS FOR WATER BACK HOE	042547	478.63
		I-36620-	02 -5862203	REPAIRS & MAI PARTS FOR SAN. TRUCK	042547	478.63
-K00270 KSM EXCHANGE LLC						
		I-RS0404	02 -5864312	EQUIPMENT REN RENT ON DOZER AT LANDFILL	042548	8,000.00
-L00428 LOWE'S CREDIT SERVICES						
		I-02099	02 -5973203	REPAIRS & MAI STEEL & LUMBER TO MAKE	042551	239.99
		I-02889	02 -5973203	REPAIRS & MAI STEEL & LUMBER TO MAKE	042551	770.76
-L00431 LUBRICATION ENGINEERS						
		I-1009	02 -5862205	PETROLEUM PRO 55 GAL DRUM MONOLEC OIL	042552	993.85

CHECK#: 03765 Regular Payments

ENDOR SET: 01

IND : 02 MPWA

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-L00431	LUBRICATION ENGINEERS		continued			
		I-1009	02 -5862205	PETROLEUM PRO 1 CS QTS MOMOLEC OIL	042552	137.04
		I-1009	02 -5862205	PETROLEUM PRO 55 GAL DRUM 5W30 OIL	042552	1,206.70
		I-1009	02 -5862205	PETROLEUM PRO 1 CASE 5W30 OIL QT SIZE	042552	154.80
-M00220	MAY FAB					
		I-2117006	02 -5866202	OPERATING SUP 50 CASTERS FOR @ 13.45	042553	672.50
		I-2117006	02 -5866202	OPERATING SUP FREIGHT	042553	142.26
-MC0208	MCALESTER WELDING					
		I-886109	02 -5974316	REPAIRS & MAI WELDER & CUTTING TORCH	042560	3,800.00
-N00312	NORTH 69 AUTO SALVAGE					
		I-1001845	02 -5862203	REPAIRS & MAI WINDOW REGULATOR W/MOTOR	042561	75.00
-O00075	O'REILLY AUTO PARTS					
		I-230-449149	02 -5862203	REPAIRS & MAI BLANKET PO FOR SMALL	042563	61.93
		I-230-451045	02 -5862203	REPAIRS & MAI BLANKET PO FOR SMALL	042563	42.46
		I-230-456950	02 -5862203	REPAIRS & MAI BLANKET PO FOR SMALL	042563	28.19
		I-230-464272	02 -5862203	REPAIRS & MAI BLANKET PO FOR SMALL	042563	40.93
-P00300	PIONEER SUPPLY CO.					
		I-158890	02 -5975334	SEWER MAIN RE 8 X14' PVC PIPE (SDR)	042565	876.12
-R00524	ROSE STATE COLLEGE					
		I-ACA-10152	02 -5973316	REPAIRS & MAI LAB TESTING CLASS FOR	042568	200.00
		I-ACA-10153	02 -5973316	REPAIRS & MAI LAB TESTING CLASS FOR	042568	200.00
-S00205	SEQUOYAH ENGINEERING, I					
		I-S91V0608.3	02 -5974308	CONTRACTED SE WORK ON FILTERS WASTE	042569	2,924.57
		I-S91V0608.4	02 -5974316	REPAIRS & MAI WORK ON FILTER CONTROLS	042569	3,289.21
		I-S91V0608.5	02 -5974316	REPAIRS & MAI MATERIAL COST FOR TIME	042569	2,123.77
		I-S91V0608.6	02 -5974316	REPAIRS & MAI 1/3 HP MOTOR WITH FILTER	042569	3,102.15
-S00212	SERVICE & EQUIPMENT INT					
		I-7-051708	02 -5974308	CONTRACTED SE MAINTENANCE WORK ON WTP	042570	4,778.61
-S00351	SIGNATURE SCIENCE					
		I-24000961-01	02 -5974304	LAB TESTING CYTOSPORIDIUM TESTING	042571	1,143.00
		I-24000961-02	02 -5974304	LAB TESTING METHOD 1623	042571	368.00
-S00530	SOUTHWEST CHEMICAL SERV					
		I-83528	02 -5974206	MAJOR CHEMICA SODIUM PERMANGANATES	042573	478.40
-S00725	STAPLES CREDIT PLAN					
		I-22327	02 -5871202	OPERATING SUP ADOBE ACROBAT PROF. 8	042575	449.99
		I-24729	02 -5871202	OPERATING SUP OFFICE OPERATING SUPPLIES	042575	349.30
-S00976	SYSTEM SCALE/OKLA. SCAL					

ACCOUNT: 03765 Regular Payments

ENDOR SET: 01

END : 02 MPWA

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-S00976	SYSTEM SCALE/OKLA. SCAL	continued				
		I-TU0006173	02 -5864410	LAND IMPROVEM REPAIR SCALE AT LANDFILL	042578	2,041.79
-T00058	BIZTEL					
		I-3097	02 -5871204	SMALL TOOLS REPAIR ON CLIFF PITNER &	042581	75.00
-T00630	TWIN CITIES READY MIX					
		I-19729	02 -5864410	LAND IMPROVEM CONCRETE FOR LANDFILL	042585	498.00
-U00053	UTILITY SUPPLY					
		I-033697	02 -5975335	SEWER MAIN CO 34/" CURB STOPS & 1" CURB	042586	2,926.50
-U00128	UNITED PACKAGING & SHIP					
		I-52890	02 -5974304	LAB TESTING ENVIRONMENT LAB TESTING	042587	36.10
-W00130	WATER PRODUCTS					
		I-0714048-IN	02 -5975211	WATER METERS 18" ROUND BROOKS METER	042589	1,177.50
		I-0714690-IN	02 -5975211	WATER METERS 18" ROUND BROOKS METER	042589	1,177.50
		I-0715077-IN	02 -5975333	WATER MAIN CO 3 WAY FIRE HYDRANT	042589	5,075.00
		I-0715077-INA	02 -5975202	OPERATING SUP 3 WAY FIRE HYDRANT	042589	567.20
-W00299	WILKINS ENVIRONMENTAL					
		I-1607-1611	02 -5973304	LAB TESTING EAST PLANT	042593	1,500.00
		I-1607-1611	02 -5973304	LAB TESTING WEST PLANT	042593	1,500.00
				VENDOR SET 02 MPWA	TOTAL:	77,431.48

CKET: 03765 Regular Payments  
NDOR SET: 01  
ND : 03 AIRPORT AUTHORITY

NDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-F00040	FEDERAL EXPRESS CORP.					
		I-07-21501	03 -5876203	REPAIRS & MAI OVERNIGHT-AIRPORT	042530	29.65
-W00269	WHITES TRACTORS					
		I-000147	03 -5876203	REPAIRS & MAI 3 SETS BEARING FOR GATE	042591	99.00
			VENDOR SET 03	AIRPORT AUTHORITY	TOTAL:	128.65

ACCOUNT: 03765 Regular Payments  
ENDOR SET: 01  
VENDOR : 16 REVOLVING EVIDENCE

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
..T00013	TACTICAL TECHNOLOGIES, I					
		I-080567	16 -5323202	OPERATING SUP JOEY DIGITAL BODY SURV.	042580	3,545.00
		I-080567	16 -5323202	OPERATING SUP 2 WATT REPEATER	042580	2,950.00
		I-080567	16 -5323202	OPERATING SUP ECHO- 6PL INSTALLED	042580	110.00
		I-080567	16 -5323202	OPERATING SUP SHIPPING	042580	25.00
				VENDOR SET 16 REVOLVING EVIDENCE	TOTAL:	6,630.00

ACCOUNT: 03765 Regular Payments

ENDOR SET: 01

JND : 28 SE EXPO CTR/TOURISM FUND

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1-B00192	BEN E. KEITH					
		I-525257	28 -5654202	OPERATING SUP TRASH CAN DOLLIES	042509	247.00
1-C00444	CHRIS MORRIS & BLUE ZEB					
		I-6-20-08	28 -5654348	FESTIVAL LINE ENTERTAINMENT FOR	042513	2,000.00
1-E00415	EXTREME INFLATABLES, IN					
		I-07042008-01	28 -5654348	FESTIVAL INFLATABLES & GAMES FOR	042527	7,705.00
1-M00459	MIKE MILLER CONSTRUCTIO					
		I-6-25-08	28 -5654316	REPAIRS & MAI REPAIRS FOR LEAKING ROOF	042555	2,100.00
.-MC0155	MCALESTER RADIO					
		I-06-20-08	28 -5654348	FESTIVAL ADVERTISING FOR STARS &	042558	780.00
.-W00040	WALMART COMMUNITY BRC					
		I-017089	28 -5654210	CONCESSION SU CONCESSION SUPPLIES FOR	042588	143.45
VENDOR SET 28 SE EXPO CTR/TOURISM FUND TOTAL:						12,975.45

ACCOUNT: 03765 Regular Payments

VENDOR SET: 01

END : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
I-P00341	PITTS. COUNTY HEALTH DE	I-07-21494	29 -5324202	OPERATING SUP VACCINATIONS-HEP A-B	042566	52.00
			VENDOR SET 29	E-911	TOTAL:	52.00

CHECK: 03765 Regular Payments

VENDOR SET: 01

FUND : 33 CDBG GRANTS FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-N00347	MEHLBURGER BRAWLEY / NR					
		I-MC-08-01-02	33,-5871403	CDBG - SMALL CDBG WATER & WASTEWATER	042562	1,570.00
				VENDOR SET 33 CDBG GRANTS FUND	TOTAL:	1,570.00
					REPORT GRAND TOTAL:	162,391.03

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

YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM		GROUP BUDGET	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
07-2008	01 -5210330	DUES & SUBSCRIPTIONS	100.00	2,203	91.76		
	01 -5211202	OPERATING SUPPLIES	162.19	6,581	111.58		
	01 -5214302	CONSULTANTS/LABOR RELATION	4,981.06	165,529	14,246.76-	Y	
	01 -5215302	CONSULTANTS	2,715.54	41,985	11,190.09		
	01 -5215356	ADA COMPLIANCE	3,051.00	32,500	13,945.02		
	01 -5321202	OPERATING SUPPLIES	319.96	23,792	53.04		
	01 -5321207	CLOTHING ALLOWANCE	227.00	40,989	0.00		
	01 -5321305	PHYSICALS	678.50	1,378	0.00		
	01 -5321316	REPAIRS & MAINTENANCE	184.00	5,669	0.00		
	01 -5321319	MISCELLANEOUS	135.20	3,000	3.05		
	01 -5321325	FIRING RANGE	2,670.00	8,964	0.00		
	01 -5321331	EMPLOYEE TRAVEL & TRAININ	175.00	8,000	1,416.30		
	01 -5431202	OPERATING SUPPLIES	391.35	26,000	49.81		
	01 -5431203	REPAIRS & MAINT SUPPLIES	1,314.56	67,156	302.70		
	01 -5431207	CLOTHING ALLOWANCE	1,843.28	20,065	140.24		
	01 -5431316	REPAIRS & MAINTENANCE	997.24	16,000	19.24		
	01 -5542103	OVERTIME PAYROLL	770.00	5,700	1.54		
	01 -5542109	UNEMPLOYMENT	560.00	4,019	7.22		
	01 -5542202	OPERATING SUPPLIES	99.98	90,198	42.83		
	01 -5542203	REPAIRS & MAINT SUPPLIES	3,769.45	35,972	1,102.57		
	01 -5542308	CONTRACTED SERVICES	1,073.00	29,703	118.24		
	01 -5542331	EMPLOYEE TRAVEL & TRAININ	507.50	2,768	135.48		
	01 -5543102	PART-TIME PAYROLL	870.00	41,886	18.64		
	01 -5543202	OPERATING SUPPLIES	221.31	10,500	155.41		
	01 -5543206	MAJOR CHEMICALS	518.69	29,247	395.48		
	01 -5543316	REPAIRS & MAINTENANCE	540.84	10,000	123.82		
	01 -5547203	REPAIRS & MAINT SUPPLIES	3,668.96	17,000	430.45		
	01 -5547204	SMALL TOOLS	41.04	2,500	1,211.58		
	01 -5548203	REPAIRS & MAINTENANCE SUPP	1,465.37	42,500	431.92		
	01 -5548204	SMALL TOOLS	413.80	5,000	399.97		
	01 -5548316	REPAIRS & MAINTENANCE	3,340.63	14,630	686.54		
	01 -5652319	DEMOLITION	1,999.00	44,956	8,231.02		
	01 -5653202	OPERATING SUPPLIES	453.41	2,977	728.18-	Y	
	01 -5653213	SAFETY SUPPLIES	668.00	7,888	622.42		
	01 -5653317	ADVERTISING & PRINTING	185.00	4,135	9.85		
	01 -5862203	REPAIRS & MAINT SUPPLIES	3,892.12	175,268	5,010.82		
	01 -5863203	REPAIR & MAINT SUPPLIES	3,374.80	51,000	11,339.69		
	01 -5865202	OPERATING SUPPLIES	109.95	2,000	267.65		
	01 -5865402	CAPITAL PROJECTS-RESURFACI	15,114.72	250,000	74,930.87		
	02 -5862203	REPAIRS & MAINT SUPPLIES	10,831.41	253,000	9,763.59		
	02 -5862205	PETROLEUM PRODUCTS	4,329.79	192,000	2,432.86		
	02 -5864312	EQUIPMENT RENTALS	8,000.00	16,000	0.00		
	02 -5864410	LAND IMPROVEMENTS	6,584.34	175,715	21,372.13		
	02 -5866202	OPERATING SUPPLIES	814.76	3,000	989.42		
	02 -5871202	OPERATING SUPPLIES	799.29	7,500	122.61		

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

LAR	ACCOUNT	NAME	AMOUNT	LINE ITEM		GROUP BUDGET	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	02 -5871204	SMALL TOOLS	75.00	500	34.44		
	02 -5973203	REPAIRS & MAINT SUPPLIES	1,260.75	57,500	3,975.30		
	02 -5973206	MAJOR CHEMICALS	1,515.00	6,550	1,540.25		
	02 -5973304	LAB TESTING	3,482.00	22,000	651.70		
	02 -5973316	REPAIRS & MAINTENANCE	2,400.00	65,000	1,741.94		
	02 -5974203	REPAIRS & MAINT SUPPLIES	800.00	50,000	1,853.53		
	02 -5974206	MAJOR CHEMICALS	478.40	390,000	65,532.51		
	02 -5974304	LAB TESTING	1,627.10	31,000	7,031.46		
	02 -5974308	CONTRACTED SERVICES	7,703.18	65,000	4,077.11		
	02 -5974316	REPAIRS & MAINTENANCE	12,315.13	85,000	1,400.98		
	02 -5974329	DEQ FEES	1,902.00	4,000	801.12		
	02 -5975202	OPERATING SUPPLIES	1,075.11	30,000	3,763.46		
	02 -5975211	WATER METERS	2,355.00	18,600	25.42		
	02 -5975212	PARTICIPATION SUPPLIES	205.60	5,000	3,625.66		
	02 -5975333	WATER MAIN CONST.	5,075.00	20,000	0.73		
	02 -5975334	SEWER MAIN REPAIR	876.12	10,000	2,617.18		
	02 -5975335	SEWER MAIN CONST.	2,926.50	5,000	2,083.33		
	03 -5876203	REPAIRS & MAINT SUPPLIES	128.65	3,000	432.98		
	16 -5323202	OPERATING SUPPLIES	6,630.00	50,000	28,882.14		
	28 -5654202	OPERATING SUPPLIES	247.00	8,000	568.62		
	28 -5654210	CONCESSION SUPPLIES	143.45	30,000	2,373.83		
	28 -5654316	REPAIRS & MAINTENANCE	2,100.00	14,000	1,660.15		
	28 -5654348	FESTIVAL	10,485.00	24,000	2,265.00		
	29 -5324202	OPERATING SUPPLIES	52.00	6,000	5,135.60		
	33 -5871403	CDBG - SMALL CITIES	1,570.00	159,000	146,275.99		
	** 2007-2008 YEAR TOTALS **		162,391.03				

NO ERRORS

\*\* END OF REPORT \*\*

**CLAIMS FROM JULY 01, 2008  
THRU  
JULY 08,2008**

**2008 – 2009 FY**

ACCOUNT: 03768 Regular Payments

ENDOR SET: 01

FUND : 01 GENERAL FUND

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-A00028	"A" PLUS LAWN SERVICE					
		I-08-21552	01 -5542308	CONTRACTED SE MOWING CONTRACT AT	042595	600.00
-C00346	CHAD HAMILTON					
		I-08-21550	01 -5542308	CONTRACTED SE UMPIRE FEES - 6 GAMES	042597	120.00
-C00429	CHERYL LEGG					
		I-08-21551	01 -5542308	CONTRACTED SE UMPIRE FEES - 3 GAMES	042598	60.00
-F00170	FIRST NATIONAL BANK					
		I-JULY 08	01 -5865510	CAPITAL LEASE LEASE#121 - ROAD GRADER	042600	3,091.82
-I00110	IMPRESS OFFICE SUPPLY					
		I-025474	01 -5211202	OPERATING SUP OPEN PO FOR MISC SUPPLIES	042602	40.47
-K00135	KENNY BARNES					
		I-08-21548	01 -5542308	CONTRACTED SE UMPIRE FEES - 10 GAMES	042603	200.00
-L00294	LESLIE MIZE					
		I-08-21546	01 -5542308	CONTRACTED SE UMPIRE FEES - 7GAMES	042604	140.00
-M00151	MARVIN FAULKENBERRY					
		I-08-21549	01 -5542308	CONTRACTED SE UMPIRE FEES - 2 GAMES	042605	40.00
-T00056	TED ALEXANDER					
		I-08-21547	01 -5542308	CONTRACTED SE UMPIRE FEES - 5 GAMES	042608	100.00
-U00130	UNITED SAFETY & CLAIMS					
		I-08-21545	01 -5215106	WORKMAN'S COM MEDICAL BILLS, TTD, PPD &	042609	45,000.00
				VENDOR SET 01 GENERAL FUND	TOTAL:	49,392.29

ACCOUNT: 03768 Regular Payments

VENDOR SET: 01

VENDOR : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
..F00170	FIRST NATIONAL BANK					
		I-JULY PAYOFF 08	02 -5267522	FNB LOAN #115 LOAN#115059 WATER UPGRADE	042600	5,371.88
..000275	OKLA DEPT. OF COMMERCE					
		I-JULY 08	02 -5267521	CDBG LOAN #89 CDBG-EDIF #8908 ECON. DEV	042606	1,145.83
				VENDOR SET 02 MPWA	TOTAL:	6,517.71

ACCOUNT: 03768 Regular Payments

ENDORSEMENT SET: 01

PAYEE: 03 AIRPORT AUTHORITY

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-F00170 FIRST NATIONAL BANK						
		I-JULY 08	03 -5876511	FNB LOAN #119 LOAN#119817 AIRPORT AUTH	042600	2,510.00
				VENDOR SET 03 AIRPORT AUTHORITY	TOTAL:	2,510.00

ACCOUNT: 03768 Regular Payments

ENDOR SET: 01

VENDOR : 08 NUTRITION

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-B00223	BETH GERA					
		I-07-21543	08 -5549308	CONTRACT SERV REIMBURSEMENT OF MILEAGE	042596	42.71
		I-08-21538	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	042596	90.00
-D00213	DEBBIE COMPTON					
		I-08-21539	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	042599	165.00
		I-08-21542	08 -5549308	CONTRACT SERV REIMBURSEMENT ON MILEAGE	042599	160.88
-G00220	GENE CARR					
		I-08-21541	08 -5549308	CONTRACT SERV REIMBURSEMENT OF MILEAGE	042601	160.88
-S00580	SOUTHWESTERN BELL					
		I-08-21540	08 -5549315	TELEPHONE UTI TELEPHONE SERVICE FOR	042607	55.46
				VENDOR SET 08 NUTRITION	TOTAL:	674.93

CKET: 03768 Regular Payments

NDOR SET: 01

ND : 28 SE EXPO CTR/TOURISM FUND

NDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-F00170	FIRST NATIONAL BANK					
		I-JULY 08	28, -5654525	FNB LOAN #122 LEASE#122- EXPO EQUIPMENT	042600	2,619.33
				VENDOR SET 28 SE EXPO CTR/TOURISM FUND TOTAL:		2,619.33

CKET: 03768 Regular Payments

NDOR SET: 01

ND : 30 ECONOMIC DEVELOPMENT

NDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-000275	OKLA DEPT. OF COMMERCE	I-JULY 08	30 -5211510	CDBG / EDIF D CDBG-EDIF CONT. #12248 ED	042606	282.50
				VENDOR SET 30 ECONOMIC DEVELOPMENT	TOTAL:	282.50
					REPORT GRAND TOTAL:	61,996.76

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

YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM		GROUP BUDGET	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
08-2009	01 -5211202	OPERATING SUPPLIES	40.47	6,050	5,850.00		
	01 -5215106	WORKMAN'S COMP	45,000.00	188,525	143,525.00		
	01 -5542308	CONTRACTED SERVICES	1,260.00	25,000	23,530.00		
	01 -5865510	CAPITAL LEASE	3,091.82	37,101	24,772.66		
	02 -5267521	CDBG LOAN #8908	1,145.83	13,750	0.04		
	02 -5267522	FNB LOAN #115059	5,371.88	19,314	13,942.12		
	03 -5876511	FNB LOAN #119817 PAYMENTS	2,510.00	30,120	0.00		
	08 -5549308	CONTRACT SERVICES	619.47	14,000	13,380.53		
	08 -5549315	TELEPHONE UTILITY	55.46	1,500	1,444.54		
	28 -5654525	FNB LOAN #122 EXPO EQUIPME	2,619.33	18,321	0.62		
	30 -5211510	CDBG / EDIF DURALINE LOAN	282.50	3,390	0.00		
** 2008-2009 YEAR TOTALS **			61,996.76				

NO ERRORS

\*\* END OF REPORT \*\*



# McAlester City Council

## AGENDA REPORT

Meeting Date: July 8, 2008  
Department: City Manager  
Prepared By: Mark B. Roath  
Date Prepared: July 1, 2008

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

### Subject

Presentation of Non-Uniform Employee of the Month for June, 2008.

### Recommendation

### Discussion

The Non-Uniform Employee of the Month for June, 2008 is Jered Weeks of the Public Works Department (Facility Maintenance Division).

### Approved By

*Initial*

*Date*

Department Head

City Manager

MBR

07/01/08

## Inter- Office Memorandum

DATE: June 19, 2008

TO: Mark Roath, City Manager

FROM: Cliff Pitner, Chairman, Non Uniform Council

RE: Employee of the Month for June, 2008.

.....

The employee of the month for June is Jered Weeks of the Facility Maintenance Dept.

Mr. Weeks has for the Months of April, May and June basically been a one man show. When his supervisor left to have a knee surgery, Jered took over the task of running the Division. He has worked diligently with very little outside help doing everything necessary to keep all the City's facilities maintained. In addition he has been solely responsible for making sure all 9 pool chlorinators were working properly on a daily basis. Jered is very deserving of this honor and is our pleasure to present him to you at this time.

**EMPLOYEE OF THE MONTH  
NOMINATION FORM**

1-100 pts

DATE: June 13, 2008  
EMPLOYEE'S NAME: Jered Weeks  
DEPARTMENT: Facilities Maintenance  
MONTH OF NOMINATION: June  
NOMINATED BY: Sheila Norman

99

**REASON YOU FEEL THIS EMPLOYEE SHOULD BE NOMINATED:**  
(include attitude, work performance, dependability, and any job performance beyond regular work duties)

I would like to nominate Jered Weeks from the Facility  
maintenance Division as employee of the month for his  
recent job performance above and beyond the call of duty.  
He has for the Months of April, May, and June basically  
been a one man show. When his supervisor left to have knee  
surgery Jered took over the task of running the facilities  
maintenance division. He has worked diligently with very little  
outside help doing everything necessary to keep all the City's  
facilities maintained. In addition he has been solely responsible  
for making sure all 9 pool chlorinators were working properly  
on a daily basis. Jered is one of the hardest working people  
I have ever worked with and there is no one in the City more  
deserving of this honor.

99  
37  
136

# REVIEW OF EMPLOYEE'S PERFORMANCE

## FOR EMPLOYEE OF THE MONTH

(To be filled out by Division Head)

EMPLOYEE'S NAME: Jered Weeks  
MONTH NOMINATED: June  
DEPARTMENT: Facilities Maintenance

# REVIEW OF EMPLOYEE'S PERFORMANCE

(Please enter a check mark in the appropriate box)

	BELOW AVERAGE	AVERAGE	ABOVE AVERAGE	EXCELLENT
ATTITUDE AT WORK				✓
WORK PERFORMANCE			✓	
ON THE JOB SAFETY				✓
DEPENDABILITY				✓
LOYALTY TO JOB				✓
INTERACTS WELL WITH CO- WORKERS AND THE PUBLIC				✓
PUNCTUALITY			✓	
RESPONSIBILITY			✓	

Points: (2) (3) (4) (5)

DIVISION HEAD'S SIGNATURE:

George Marangoli

DATE:

6/13/08

307/PT



# McAlester City Council

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## AGENDA REPORT

Meeting Date:	<u>July 8, 2008</u>	Item Number:	<u>2</u>
Department:	<u>City Manager</u>	Account Code:	_____
Prepared By:	<u>Mark B. Roath</u>	Budgeted Amount:	_____
Date Prepared:	<u>July 1, 2008</u>	Exhibits:	_____

### Subject

Discussion, and possible action, on appointing a Council Subcommittee to negotiate a contract with McAlester Economic Development Service, Inc., for the period July 1, 2008 through June 30, 2009.

### Recommendation

### Discussion

The most recent City contract with the McAlester Economic Development Service, Inc. expired on June 30, 2008. If the City intends to fund MEDS for this fiscal year, then the City should adopt a new contract or extend the most recent contract.

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	<u>MBR</u>	<u>07/01/08</u>



# McAlester City Council

## AGENDA REPORT

Meeting Date: July 8, 2008  
Planning & Community  
Department: Development  
Prepared By: Jamie Jo Benson  
Date Prepared: June 19, 2008  
Item Number: 3  
Account Code:  
Budgeted Amount:  
Exhibits: Four

### Subject

Consider, and act upon, Site Review and Land Use Acceptance for Legends Beauty Salon, on Lots 1 and 2 in Block 419 and the North ½ of adjacent vacant alley, generally located in the 1100 Block of East Cherokee.

### Recommendation

Motion to approve Site Review and Land Use Acceptance for Legends Beauty Salon.

### Discussion

The Planning Commission met in regular session on June 17, 2008, at which time they held a public hearing on S.R. #0004 requesting a Site Review for Lots 1 and 2 in Block 419 and the North ½ of adjacent vacant alley, generally located in the 1100 Block of East Cherokee. A motion was made by Robert Way to approve the Site Review, seconded by Primus Moore. The vote was 7-0 as follows: AYE: Emmons, Moore, Nepveux, Lewis, Bolinger, Stobaugh & Way. NAY: 0. (This site review is in compliance with the City's Comprehensive Plan.)

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	MBR	06/19/08

Site Review

LAND USE ACCEPTANCE

According to the provisions of the McAlester Zoning Ordinance, the following Land Use is hereby approved by the McAlester Planning Commission. Subject to the site plan submitted. This use is in a C-2 zone which requires administration approval only as per the Land Development Code Section 62-213(D). This case was presented to the Planning Commission to review architectural standards.

DESIGNATION: Lots 1 and 2 in Block 419 and the North ½ of adjacent vacant alley in the City of McAlester, formerly known as South McAlester, Pittsburg County, State of Oklahoma.

LOCATION: 1100 Block of E. Cherokee (Southside)

LAND USE: Beauty Salon

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

PLANNING COMMISSION

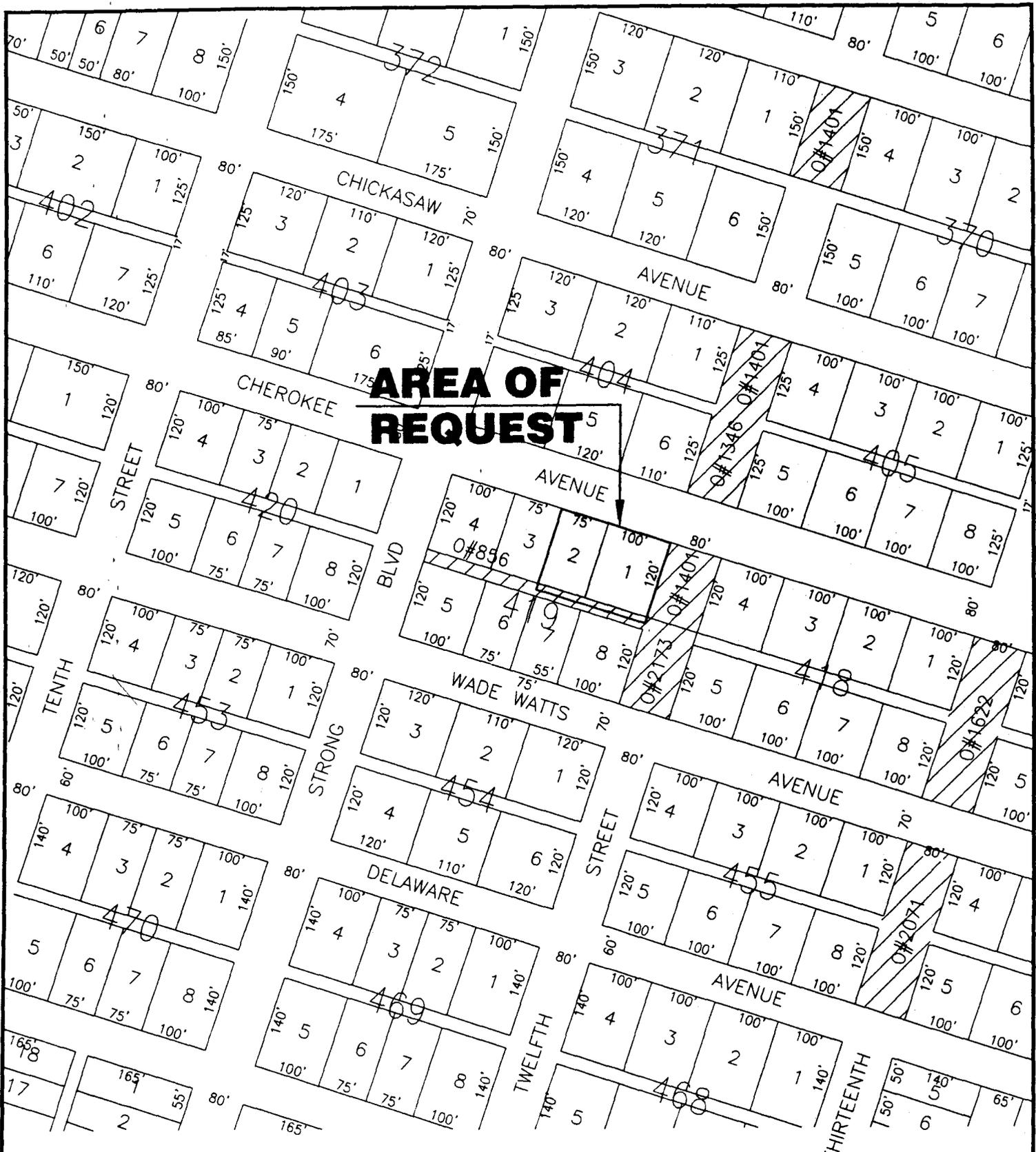
CITY COUNCIL

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Mayor

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

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



**AREA OF REQUEST**



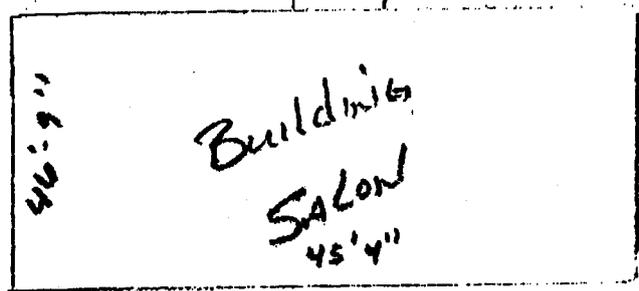
SCALE: 1" = 200'

LEONIS SALON

E. WYANDOTA HE

E. CHARLOTTE AVE.

Lot 1

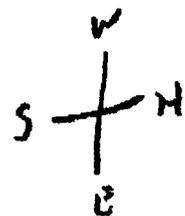


54

46:9"

79:6"

51



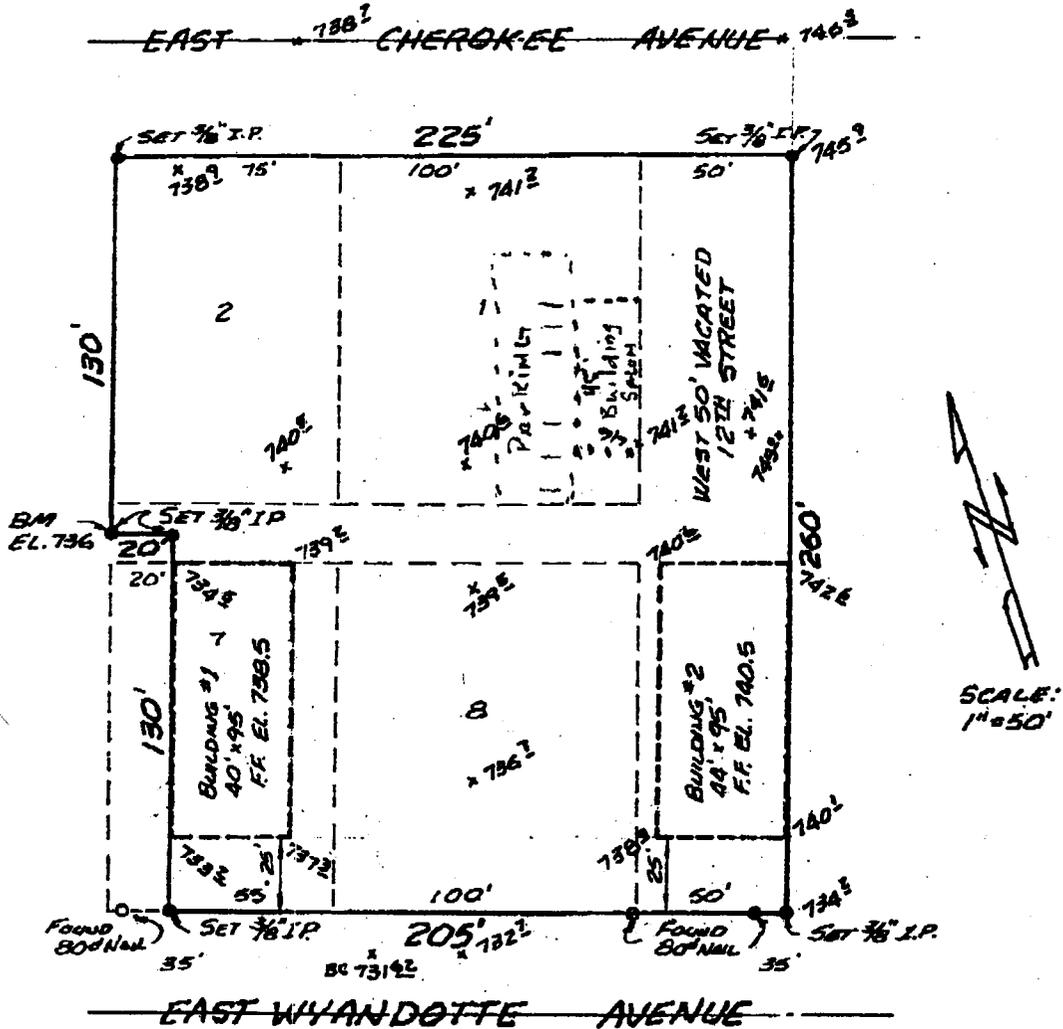
### PLAT OF SURVEY

FOR: FRANCIS STIPE  
P.O. BOX 728  
McALESTER, OK 74502

SCALE: 1"=50'  
INVOICE No. 1271

BASIS OF NORTH: City Plat

DATE: February 28, 2004



#### LEGAL DESCRIPTION

LOTS 1 AND 8 AND THE VACATED ALLEY ADJACENT TO SAID LOTS 1 AND 8; AND LOT 2 AND THE NORTH ONE-HALF OF THE VACATED ALLEY ADJACENT TO SAID LOT 2; AND THE EASTERLY 55 FEET OF LOT 7 AND THE SOUTH ONE-HALF OF THE VACATED ALLEY ADJACENT TO SAID EASTERLY 55 FEET OF LOT 7; ALL IN BLOCK 419; AND THE WEST 50 FEET OF VACATED 12<sup>TH</sup> STREET ADJACENT TO SAID BLOCK 419, CITY OF McALESTER, FORMERLY SOUTH McALESTER, PITTSBURG COUNTY, STATE OF OKLAHOMA

GLENN ENGINEERING AND SURVEYING CO., P.C.  
C. A. 4154 (PE/LS) exp. 6/30/2004  
1927 E. 35<sup>TH</sup> PLACE, TULSA, OK. 74105  
Tel. 918-746-3416

THIS PLAT OF SURVEY MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

*Joe Marvin Glenn* 2/28/04  
JOE MARVIN GLENN, PE #8674, LS #1546



# McAlester City Council

## AGENDA REPORT

Meeting Date: July 7, 2008 Item Number: 4  
Department: City Manager  
Prepared By: Mark B. Roath Account Code: \_\_\_\_\_  
Date Prepared: \_\_\_\_\_ Budgeted Amount: \_\_\_\_\_  
Exhibits: One

### Subject

Consider, and act upon, the City Manager's appointment of the firm of Ervin and Ervin, L.L.P., as "City Attorney" and to authorize the Mayor to sign an Agreement for Legal Services with said firm.

### Recommendation

Motion to approve the City Manager's appointment of Ervin and Ervin, L.L.P. as City Attorney and to authorize the Mayor to sign an Agreement for Legal Services with said firm.

### Discussion

The current Municipal Charter, Article 5, Section 5-1, states, "The *city attorney*, city judge, and city prosecutor *shall be appointed by the city manager, subject to confirmation by the city council.*" (Emphasis added) After interviewing the candidates for the position of City Attorney, I hereby appoint the firm of Ervin and Ervin, L.L.P., as "City Attorney" and request that the City Council confirm my appointment by authorizing the Mayor to sign an Agreement for Legal Services with said firm.

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	<u>MBR</u>	<u>07/01/08</u>

## **AGREEMENT FOR LEGAL SERVICES**

THIS AGREEMENT FOR LEGAL SERVICES, hereinafter referred to as the "Agreement," is made and entered into this 8th day of July, 2008, by and between the City of McAlester, Oklahoma, hereinafter referred to as the "City" and the firm of Ervin and Ervin, L.L.P, hereinafter referred to as the "City Attorney" or the "Firm."

### **Recitals**

- A. The City is a political subdivision of the State of Oklahoma, and maintains its principal place of operations at the 28 E. Washington, McAlester, Oklahoma, 74501.
- B. The Firm is a limited liability partnership organized and existing under the laws of the State of Oklahoma, and has its principal place of business and office at 215 East Choctaw, Suite 104, McAlester, Oklahoma 74501.
- C. The City sought a qualified and experienced legal counsel to represent the City and its officers and officials in matters relating to the City's official business in 2008.
- D. The Firm responded to the City request for said legal services.
- E. At a meeting on June 26, 2008, the Firm made its presentation to the McAlester City Council and City Manager, and subsequently the City Manager recommends that the City Council ratify and retain the Firm to serve as its City Attorney.

THEREFORE, in consideration of the premises and mutual covenants expressed herein and pursuant to the employment relationship between the parties, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the parties, the parties agree as follows:

1. **Recitals:**

The recitals outlined above are true and correct and are incorporated into and made a part of this Agreement.

2. **Position.**

The City hereby employs, engages and hires the Firm to serve as and to perform the duties and responsibilities of City Attorney pursuant to the Charter of the City of McAlester and the general laws of the State of Oklahoma.

3. **Term.**

The term of this Agreement shall commence upon execution of this Agreement, and shall, at the pleasure of the City Council, continue in effect unless terminated by either party by giving ninety (90) days written notice.

4. **Services to be Performed.**

- A. **General.** The Firm shall serve as the City Attorney who shall act as legal advisor to, and Attorney and counselor for, the City and all of its officers in matters relating to their official duties. All of the resources of Ervin and Ervin, L.L.P., law firm will be available to support that role. Specifically, the City Attorney will have the assistance, when necessary, of other members of the firm, secretarial staff, paralegals, law research and word processing equipment. It is expected that the City Attorney will provide such duties required pursuant to the Charter of the City of McAlester and the general laws of the State of Oklahoma.
- B. **Routine Legal Services:** The routine legal services to be provided on a recurring basis shall include the following:
1. Preparation for and attendance at all regular, special meetings or work sessions of the City Council when requested by the City Council or City Manager.
  3. Preparation for and attendance at any City Committee, Board, or other meeting when requested by the City Council or City Manager.

4. Consultation with the City Council members, City Manager, or City Clerk regarding the Council agenda or other City matters.
5. Consultation with staff of various departments and divisions of the City on matters affecting their operations.
6. Draft or review of all ordinances and resolutions of the City.
7. Draft or review of all contracts, leases, franchises, agreements and documents of a strategic or operational nature involving the City.
8. Review of all claims made against the City to determine potential liability and to advise appropriate officials of the City as to the proper method for the disposition thereof.
9. The rendering of advice concerning the potential claims of the City against other persons or entities.
10. Draft or review of all proposed code amendments.
11. Coordinate and oversee research and legal functions even when associated with outside counsel and provide liaison from the City to outside counsel.
12. Conduct internal workshops as requested.
13. Render personnel advice.
14. The City Attorney shall advise the City Council as to its compliance or noncompliance with the provisions of the Charter of the City of McAlester and Oklahoma Statutes.
15. The City Attorney shall provide semi-annual reports due the 15th day of January, and July. Each report shall include the previous six months of activities.

C. Litigation Legal Services. The "Litigation Legal Services" which may be provided by the Firm to the City include, but are not limited to:

- a. Serving as counsel for the City in any and all legal actions, including, but not limited to, civil lawsuits, administrative hearings, mediation or arbitration proceedings in which the City is a party or in which it has an interest;
  - b. Serving as counsel for the City in the appeal of any legal action in which the City is a party or in which it has an interest;
  - c. Acting as counsel for the City in any employee grievance proceedings;
  - d. Serving as counsel for the City in any administrative proceedings;
  - e. Investigating and responding to charges filed against the City with the EEOC;
  - f. Investigating complaints of employment discrimination against the City;
  - g. Representing the City in eminent domain proceedings, including negotiations, mediation and arbitration.
  - h. Representing the City in condemnation proceedings.
- D. Request for Information or Advice. The City Attorney shall answer all City initiated requests for information or advice in a timely fashion. Generally, telephone calls shall be returned within 24 hours, telephone inquiries shall be answered within 3 business days, and written documents shall be produced within 7 business days, or within a mutually agreed upon time frame. The City Attorney shall use his best efforts to review routine items within 5 business days, more difficult and lengthy review shall be accomplished within a mutually agreed upon time frame.

5. **Compensation.**

The City shall pay the Firm the following compensation for the various types of legal services provided by the Firm:

- a. Routine Legal Services at an annual retainer of \$30,000 to be paid in twelve equal installments. The amount of the annual retainer set forth in this Agreement may be reviewed and renegotiated, at the City's or City Attorney's discretion, in April of each year this Agreement is in effect; provided, that any change in amount will not take effect until July 1 of said year.
- b. Litigation Services at the rate of \$150.00 per hour and appeal services at the rate of \$175.00 per hour.
- c. The City acknowledges that the City Attorney may incur various expenses in providing services to the City and agrees to reimburse City Attorney for such out of pocket expenses whether for routine or litigation services. The Firm will bill the City on a monthly basis. Such costs and expenses include, but are not limited to, charges for serving and filing papers, documents, depositions, transcripts, investigations, appraisals, witnesses, long distance telephone calls, copying materials, computer assisted legal research, travel expenses, and postage. Extraordinary items, such as expert witness fees, travel expenses or expenses above Five Hundred Dollars (\$500.00) will be authorized by the City before the charge is incurred. Attached as Exhibit "A" are the costs of some of these expenses and fees.

6. **Billing.**

The Firm will submit an itemized statement to the City for each month for Litigation Services and Expenses and payment shall be due upon receipt. The statement for the annual retainer shall be submitted by the first of each month and shall be due by the end of each month.

7. **Controlling Law.**

This Agreement and the validity, execution, construction, interpretation, performance and enforcement thereof shall be governed by the substantive and procedural laws of the State of Oklahoma.

8. **Termination.**

This Agreement may be terminated by a majority vote of the entire City Council by giving the Firm ninety (90) days written notice; the parties may terminate it by mutual consent; and the Firm may void it by giving the City ninety (90) days written notice.

9. **Independent Contractor.**

It is agreed that the City Attorney is an independent contractor, and all persons working for or under the direction of the City Attorney, are agent's, servants and employees of the Firm, and said persons shall not be deemed agents, servants or employees of the City.

10. **Severability.**

The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

11. **Integration.**

The Agreement sets forth and establishes the entire understanding between the City and the Firm relating to the employment of the Firm by the City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by the Agreement. No amendment or modification of this Agreement shall be valid or effective unless it is in writing and properly executed by all parties thereto.

12. **Notice.**

Any notice required or permitted under this Agreement shall be sent by certified mail to (a) the City at its principal place of operations and (b) to the Firm at its principal place of business and office.

13. **Annual Evaluation.**

The City Council shall have the right to conduct an annual evaluation of the performance of the City Attorney.

14. City Property.

The Firm agrees that all files, documents, correspondence, notes, reports, data, specifications, drawings and other material prepared by or furnished to the City Attorney in connection with this Agreement hereunder shall be and remain the exclusive property of the City. Said property of the City of McAlester shall be turned over promptly upon request after resolution of all compensation issues.

IN WITNESS WHEREOF, the parties executed this Agreement in Pittsburg County, Oklahoma this 8th day of July, 2008.

CITY OF McALESTER, OKALHOMA

-----  
Kevin E. Priddle, Mayor

ATTEST:

By: \_\_\_\_\_  
Cora Middleton, City Clerk

ERVIN AND ERVIN, L.L.P.

  
-----  
William J. Ervin, Sr.

**EXHIBIT "A" TO AGREEMENT FOR LEGAL SERVICES**  
**LIST OF COSTS**

Long Distance Telephone Calls . . . . .	Per Minute Rate per LDC	
Copies (per page) . . . . .		\$0.15
Faxes (per page sent) . . . . .		\$0.15
Postage . . . . .	Going Rate as Directed by the U.S. Postal Service	
Courier Mileage (per mile) . . . . .		\$0.57



# McAlester City Council

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## AGENDA REPORT

Meeting Date: July 8, 2008 Item Number: 5  
Department: Public Works  
Prepared By: Cliff Pitner Account Code: \_\_\_\_\_  
Date Prepared: June 30, 2008 Budgeted Amount: \_\_\_\_\_  
Exhibits: Two

### Subject

Consider, and act upon, authorizing the Mayor to sign an Agreement for Engineering Services with Meshek and Associates, L.L.C., in an amount not to exceed \$75,000.00, for Year 3 requirements of the approved Phase II Stormwater Management Plan for the City of McAlester.

### Recommendation

Motion to authorizing the Mayor to sign an Agreement for Engineering Services with Meshek and Associates, L.L.C., in an amount not to exceed \$75,000.00, for Year 3 requirements of the approved Phase II Stormwater Management Plan for the City of McAlester.

### Discussion

In July, 2007, the City Council approved the selection of Meshek & Associates to perform engineering work for Year Two of the Phase II Stormwater Management Program. This agenda item authorizes the firm to continue Year Three under the above mentioned Plan.

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	GEM	06/30/08
City Manager	MBR	07/01/08



CIVIL & WATER RESOURCE ENGINEERING  
GEOGRAPHIC INFORMATION SYSTEMS

## TRANSMITTAL

DATE: June 30, 2008

To: Mr. Cliff Pittner  
City of McAlester  
PO Box 578  
McAlester, OK 74502

RE: Agreement for Engineering Services -- Phase II Stormwater Management Program  
Year 3 Requirements

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Dear Mr. Pittner:

Enclosed please find three (3) copies of the above references contract for your use. Please have the contracts signed and return one (1) original contract back to our office.

Please contact us if you have any questions or need any additional information.

Sincerely,

A handwritten signature in black ink that reads "Janet K. Meshek". The signature is written in a cursive, flowing style.

Janet K. Meshek, P.E., CFM  
Meshek & Associates, PLC

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

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008 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 3 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, hereinafter referred to as the SERVICES; and,

WHEREAS, ENGINEER, is prepared to provide such SERVICES;

WHEREAS, funding is available for the PROJECT through \_\_\_\_\_.

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/MANHOURLY 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.

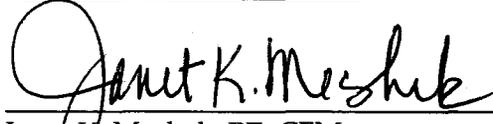
12.1.3. Worker's Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance with limits of not less than \$100,000 for each occurrence.



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 may, in the Director's discretion, 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, LLC



Janet K. Meshek, PE, CFM

Date 6/30/08

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 3.

**AGREEMENT  
FOR  
ENGINEERING SERVICES  
PHASE II STORMWATER MANAGEMENT PROGRAM YEAR 3 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 March 31, 2009.

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***

- a. **Current implementation strategies and procedures will be reviewed.**
  - i. Continue GIS Data Development
  - ii. Mapping procedures and layer requirements
  - iii. Outfall inventory
  - iv. Outfall tracking
- b. **Illicit discharge inspection capabilities**
- c. **MCM-commitments and milestones**
- d. **Phase II implementation procedures**
- e. **Annual reporting**
- f. **Regulatory coordination**

***B.1.2. Task 2 - Impervious Area Study for Stormwater Utility Fee Implementation***

- a. **Base Map and Database - Web Viewer**
- b. **Develop an Impervious Area Layer**
- c. **Establish Size of the Equivalent Service Unit (ESU)**
- d. **Non-Residential ESU values**
- e. **Prepare Impervious Area Report**
- f. **Evaluate cost of Phase II MS4 work to be performed, as well as ongoing Maintenance of the Stormwater Master Plan to recommend Preliminary Rate Structure to be revised at each Phase of the program**
- g. **Determine fee schedule based on initial investigation**
- h. **Reconcile Billing**

***B.1.3. Task 3 - Phase II Storm Water Management Program Implementation.***

- a. **Continue work on MCM-1: Public Education and Outreach on Storm Water Impacts**
  - i. Identify specific target audiences. Develop a list. Create Brochures and/or handouts (also MCM-3)
  - ii. Brochure: General Storm Water Quality for Adults-Produce brochure and distribute to Public Buildings. This has been modified to include information in utility billing.
  - iii. Brochure: Septic Tank Maintenance-Produce brochure and distribute to all known residents with septic systems.
  - iv. Brochure: Chemical Storage and Disposal-Produce brochure and distribute to community as determined through occupancy permits.

- v. Brochure: City Good Housekeeping-Produce brochure and distribute to all City employees and contractors.
  - vi. Brochure: General Water Quality for Schools-Produce brochure and distribute to public schools.
  - vii. Brochures: Recycling and Re-Use Benefits-Produce brochure and distribute to public buildings.
  - viii. Brochure: Storm Water Basics-Distribute to public buildings
  - ix. Create Display Board-Research storm water effects, pollutants and mitigation techniques to include on display board.
  - x. Create Signs for Community Education-Identify locations to place signs in strategic locations
  - xi. School Presentation-Coordinate with McAlester Public Schools to identify needed curriculum
- b. Continue work on MCM-2: Public Involvement**
- i. Public Notification-Hold Annual Meeting
  - ii. Host Stakeholders Meeting-Hold Annual Meeting
  - iii. Develop Storm Water Website-Design Website
  - iv. Sponsor Local Cleanup-Conduct Cleanup Events
  - v. Promote Use of Recycling Centers-Research Recycling Centers and Prepare Information for Public
- c. Continue work on MCM-3: Illicit Discharge Detection and Elimination**
- i. Maintain Assist database.
  - ii. Continue GIS storm water system mapping program.
  - iii. Develop MS4 and Outfall Maps-Obtain GIS Data
  - iv. Develop GIS Database-Obtain GIS Data
  - v. Adopt Illicit Discharge Ordinance-Research Ordinance Requirements
  - vi. Collect Pollution Data-Research Collection Requirements
  - vii. Storm Drain Marking -Create Logo Stencil
- d. Continue work on MCM-4: Construction Site Storm Water Runoff Control**
- i. Brochure: Construction Erosion Control/Post Construction BMPs-Distribute one handout with each approved building permit/work order for building and development
  - ii. Adopt Construction Ordinance-Monitor compliance with minimum of bi-weekly inspections
  - iii. Adopt Post Construction Ordinance-Monitor compliance with minimum of bi-weekly inspections
  - iv. Revise Flood and Drainage Ordinance-Research ordinance
  - v. Home Builders Association Meetings-Hold annual meeting
- e. Continue work on MCM-5: Post Construction Storm Water Control**
- i. Evaluate the best type of structural and/or non-structural controls for post-construction storm water management for the City. Establish minimum controls in high priority areas.
  - ii. Complete and distribute specific brochures necessary for construction sites, for specific activities and high priority areas.
  - iii. Develop inspection procedures for proper BMPs, erosion, sediment, and waste control. Program reviewed for comment; revised complete. Training of additional construction site inspectors.
  - iv. Present post-construction ordinance for public comment. Adopt and implement the ordinance. (also MCM-4)
- f. Continue work on MCM-6: Pollution Prevention/Good Housekeeping for Municipal Operations**
- i. Brochure: City Good Housekeeping-Develop artwork and text, purchase quantity
  - ii. Training Module: Chemical Storage and Disposal-Develop all training supplies, purchase quantity

- iii. Training Module: Water Quality and Regulations-Develop all training supplies, purchase quantity
- iv. Training Module: Storm Water and City Activities-Develop all training supplies, purchase quantity
  - v. Create Signs for City Work Areas-Identify best locations to place signs
  - vi. Assessment of Operations and Procedures
- vii. Development of Standard Operations and Procedures for:
  - viii. Maintenance Operations
    - ix. Vehicle Storage, Cleaning and Repair
    - x. Pesticide/Herbicide Applications
    - xi. Street Sweeping Operations and Scheduling
    - xii. MS4 System Conditions Assessment and Repair Scheduling
- g. Prepare Annual Report.**

**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 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 \$.485 per mile.

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 3 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
<b>Task 2 - Impervious Area Study for Stormwater Utility Fee Implementation</b>							
Base Map and Database - Web Viewer				59.00			59.00
Develop an Impervious Area Layer	3.00	3.00		29.00	29.00	29.00	93.00
Establish Size of the Equivalent Service Unit (ESU)	2.00	2.00		3.00	3.00	3.00	13.00
Non-Residential ESU values	2.00	2.00		15.00		6.00	25.00
Prepare Impervious Area Report	3.00	3.00		6.00		3.00	15.00
Evaluate cost of Phase II MS4 work to be performed, as well as ongoing Maintenance of the Stormwater Master Plan to recommend Preliminary Rate Structure to be revised at each Phase of the program	12.00	15.00					27.00
Determine fee schedule based on initial investigation	3.00	6.00					9.00
Reconcile Billing	3.00	3.00		29.00			35.00
<b>Task 3 - Phase II Storm Water Management Program Implementation.</b>							
<b>MCM-1: Public Education and Outreach on Storm Water Impacts</b>							
Identify specific target audiences. Develop a list. Create Brochures and/or handou	2.00	12.00	15.00	29.00		2.00	60.00
Brochure: General Storm Water Quality for Adults-Produce brochure and							
Brochure: Septic Tank Maintenance-Produce brochure and distribute to all known							
Brochure: Chemical Storage and Disposal-Produce brochure and distribute to							
Brochure: City Good Housekeeping-Produce brochure and distribute to all City							
Brochure: General Water Quality for Schools-Produce brochure and distribute to							
Brochures: Recycling and Re-Use Benefits-Produce brochure and distribute to							
Brochure: Storm Water Basics-Distribute to public buildings							
Create Display Board-Research storm water effects, pollutants and mitigation							
Create Signs for Community Education-Identify locations to place signs in strategic							
School Presentation-Coordinate with McAlester Public Schools to identify needed							
<b>MCM-2: Public Involvement</b>	2.00	6.00	6.00	12.00		3.00	29.00
Public Notification-Hold Annual Meeting							
Host Stakeholders Meeting-Hold Annual Meeting							
Develop Storm Water Website-Design Website							
Sponsor Local Cleanup-Conduct Cleanup Events							
Promote Use of Recycling Centers-Research Recycling Centers and Prepare Information for Public							
<b>MCM-3: Illicit Discharge Detection and Elimination</b>	2.00	29.00	29.00	18.00	59.00	6.00	143.00
Maintain Assist database.							
Continue GIS storm water system mapping program.							
Develop MS4 and Outfall Maps-Obtain GIS Data							
Develop GIS Database-Obtain GIS Data							
Adopt Illicit Discharge Ordinance-Research Ordinance Requirements							
Collect Pollution Data-Research Collection Requirements							
Storm Drain Marking -Create Logo Stencil							
<b>MCM-4: Construction Site Storm Water Runoff Control</b>	2.00	6.00	12.00	6.00		3.00	29.00
Brochure: Construction Erosion Control/Post Construction BMPs-Distribute one							
Adopt Construction Ordinance-Monitor compliance with minimum of bi-weekly							
Adopt Post Construction Ordinance-Monitor compliance with minimum of bi-							
Revise Flood and Drainage Ordinance-Research ordinance							



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

Hourly Rates For: Meshek & Associates, Inc.

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

Labor billing will be computed as the actual hourly salary rate times a multiplier of 2.662. 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	\$ 130.00
Stormwater Specialist	\$ 150.00
Project Engineer	\$ 117.00
GIS Specialist	\$ 89.00
Engineering Technician	\$ 66.00
GIS Technician	\$ 66.00
Clerical	\$ 50.00

**E.2 Travel Expense:**

Total mileage traveled for field and office visits x \$0.485/mile

**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**



# McAlester City Council

## AGENDA REPORT

Meeting Date: July 8, 2008  
Department: Utilities  
Prepared By: David Medley  
Date Prepared: June 25, 2008

Item Number: 6  
Account Code:  
Budgeted Amount:  
Exhibits: Nine

### Subject

Consider, and act upon, award of bid for water treatment plant modifications (enhanced coagulation) and authorizing the Mayor to enter into a construction contract, after review and approval by the City Attorney's Office, with Northern Equipment Company, Inc., in an amount not to exceed \$676,599.99.

### Recommendation

Motion to award of bid for water treatment plant modifications (enhanced coagulation) and authorizing the Mayor to enter into a construction contract, after review and approval by the City Attorney's Office, with Northern Equipment Company, Inc., in an amount not to exceed \$676,599.99.

### Discussion

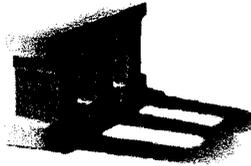
On May 29, 2008, the McAlester Public Works Authority opened bid for 2008 water treatment plant modifications, specifically enhanced coagulation. Northern Equipment Company was the single bidder with a base bid of \$664,199.99 and additive alternate No. 2 bid of \$12,400.00.

The Utilities Department, along with our consulting engineer, recommends the acceptance of the base and alternate No. 2 for an amount not to exceed \$676,599.99.

**Note:** In addition to acceptance of the bid, the Utilities Department is seeking authorization for the Mayor to sign the contract and other supporting documentation once the contractor has completed their portion and after review and approval by the City Attorney's Office.

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	DRM	06/26/08
City Manager	MBR	07/01/08



## MEHLBURGER BRAWLEY

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

June 26, 2008

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

Re: 2008 Water Treatment Plant Modifications – Enhanced Coagulation  
Recommendation to Contract Award

Dear Mr. Medley:

The above referenced project bid was publically opened at 2:00 p.m. on May 29, 2008 at the McAlester City Hall. A copy of the bid tabulation is enclosed.

The project was advertised locally and also published in four regional plan rooms. Nine (9) contractors received plans and specifications for this project and only one (1) contractor elected to submit a bid. Northern Equipment Co. Inc. of Grove, Oklahoma was the apparent low bidder with a base bid of \$664,199.99 and additive alternate No. 2 bid of \$12,400.00.

We recommend that the City of McAlester / McAlester Public Works Authority award the contract to Northern Equipment Co. Inc. in the amount of \$664,199.99 for the Base Bid and Additive Alternate No. 2 for \$12,400.00.

Upon receipt of Bonds and Proof of Insurance form the contractor, we will coordinate a Pre-Construction Conference, where the Notice to Proceed will be issued.

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

Sincerely,

Mehlburger Brawley

Robert Vaughan, P.E.  
Project Manager

RV/mj  
Enclosure

Project No. MC-07-03

cc: Northern Equipment Co. Inc.  
Roger C. Ford, President, Mehlburger Brawley

521 S. SECOND ST. • MCALESTER, OKLAHOMA 74501 • 918.420.5500 • 918.420.5501 FAX • WWW.MB-ENG.COM

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**CITY OF MCALESTER  
2008 WATER TREATMENT PLANT MODIFICATIONS  
ENHANCED COAGULATION**

**THURSDAY, MAY 29, 2008 @ 2:00 P.M.**

**BID TABULATION**

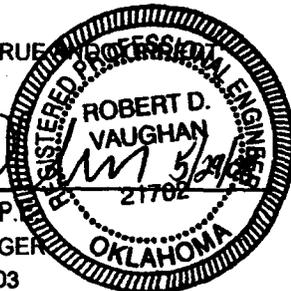
Northern Equipment Co., Inc.  
62851 East 316 Road  
Grove, OK 74344

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
<b>BASE BID</b>					
1	Clarifier Equipment Coating Refurbishment	3	EA	\$61,300.00	\$183,900.00
2	Clarifier Aluminum Weir	3	EA	\$22,833.33	* \$68,499.99
3	Clarifier Concrete Xypex Coating	3	EA	\$69,500.00	\$208,500.00
4	Chemical Feed Systems	1	LS	\$55,800.00	\$55,800.00
5	Sodium Permanganate Feed and Building	1	LS	\$86,500.00	\$86,500.00
6	Fiberglass Tank Repair	1	LS	\$16,300.00	\$16,300.00
7	Clarifier Concrete Crack Repair	3,000	LF	\$7.60	\$22,800.00
8	Clarifier Concrete Exterior Painting	3	EA	\$7,300.00	\$21,900.00
<b>TOTAL AMOUNT OF BASE BID</b>					<b>\$664,199.99</b>
<b>DEDUCTIVE ALTERNATE NO. 1</b>					
1	Clarifier Fiberglass Weir	3	EA	\$0.00	\$0.00
<b>TOTAL AMOUNT OF DEDUCTIVE ALTERNATE NO. 1</b>					<b>\$0.00</b>
<b>ADDITIVE ALTERNATE NO. 2</b>					
1	Chemical (Polymer) Transfer Pump	1	LS	\$12,400.00	\$12,400.00
<b>TOTAL AMOUNT OF ADDITIVE ALTERNATE NO. 2</b>					<b>\$12,400.00</b>

\* Denotes  
Mathematical Error

CERTIFIED AS TRUE  
NRS, INC.

Robert Vaughan, P.  
PROJECT MANAGER  
RV/mj - # MC-07-03



**BID PROPOSAL**

Proposal of NORTHERN EQUIPMENT Co. INC. (hereinafter called "BIDDER"), organized and existing under the laws of the State of ALASKA doing business as NORTHERN EQUIPMENT Co., INC. To the City of McAlester (hereinafter called "OWNER") in compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of 2008 Water Treatment Plant Modifications Enhanced Coagulation in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below. By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract within ten (10) days of the date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within ninety (90) consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter as provided in Paragraph 9 of the Special Conditions.

No BIDDER may withdraw a BID within 60 days after the actual opening thereof. Each BID must be accompanied by a BID BOND payable to OWNER for 5% of the amount bid.

BIDDER acknowledges receipt of the following ADDENDUM: \_\_\_\_\_

#1 dated May 23, 2008

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum given in the Bid Schedule.

**NOTE:** BIDS shall include sales tax and all other applicable taxes and fees.

\*Insert "a corporation", "a partnership", or "an individual" as applicable.

Respectfully submitted,

David M. Crowl  
Signature

PRESIDENT  
Title

\*92-0161011  
Employer I.D. No.

(SEAL) - If BID is by a corporation.

ATTEST:

Virginia M. Crowl  
Secretary/Witness

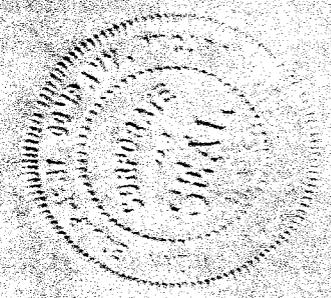
NORTHERN EQUIPMENT Co. IN  
Firm Name

62851 EAST 316 ROAD  
Address

GROVE, OK 74344  
Address

918-787-~~4222~~4222  
Telephone No.

May 29, 2008  
Date



**NOTICE OF AWARD**

TO: Northern Equipment Co., Inc.  
62851 East 316 Road  
Grove, OK 74344

Project Description: 2008 Water Treatment Plant Modifications Enhanced Coagulation

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated May 7, 2008 and Information for Bidders.

You are hereby notified that your BID has been accepted for the Base Bid Items (\$664,199.99) and the Additive Alternate No. 2 items (\$12,400.00) in the total amount of: Six Hundred Seventy Six Five Hundred Ninety Nine Dollars & 99 Cents - (\$676,599.99).

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, STATUTORY BOND, MAINTENACE BOND and certificate of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of the NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

CITY OF MCALESTER  
OWNER

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

Title: Mayor

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged by Northern Equipment Co., Inc. this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

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

Title: President

# CONTRACT

This Contract, made and entered into by and between:

Northern Equipment Company, Inc.

as Party of the First Part, hereinafter designated as the CONTRACTOR,  
and

City of McAlester

as Party of the Second Part, hereinafter designated as the OWNER.

WITNESSETH: That whereas the said Contractor is the lowest and best bidder  
for:

2008 Water Treatment Plant Modifications Enhanced Coagulation

for the total bid price as accepted of: Six Hundred Seventy Six Five Hundred Ninety  
Nine Dollars & 99 Cents – (\$676,599.99).

NOW, THEREFORE, the said Contractor for the consideration herein named, hereby agrees to do and complete the work above mentioned in accordance with the plans adopted and approved by the Owner, and on file in the office of the Engineer NRS, Inc., which plans and specifications are made a part of this Contract by reference as if attached hereto or written in detail herein.

The Contractor will commence said work within ten (10) days from the date of the Notice to Proceed and perform same vigorously and continuously and complete the same within ninety (90) consecutive calendar days thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 9 of the Special Conditions.

It is agreed that payment for the aforesaid work or material will be made under the terms of the Contractor's bid as accepted as provided in the specifications, and that upon final completion of this contract work, the Contractor will receive the full compensation payment, according to the schedule of prices as contained in his bid as accepted and that upon the receipt by said Contractor of said final claim, the same shall be in full for all claims of every kind and description said Contractor may have by reason of having entered into or arising out of this contract.

The Notice to Bidders, the Information for Bidders, the General and Special Conditions of the Agreement and the Contractor's Bid Proposal, each of said instruments on file in the office of the Engineer, NRS, Inc. are hereby referred to and by reference thereto are made a part of this contract as if fully written in detail herein or attached hereto.

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the \_\_\_\_ day of \_\_\_\_\_, 2008.

Northern Equipment Co., Inc.  
Contractor

SEAL

ATTEST

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

By: Lowell Crowl

Title: \_\_\_\_\_

Title: President

City of McAlester  
Owner

SEAL

ATTEST:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

By: Kevin Priddle

Title: \_\_\_\_\_

Title: Mayor

**PERFORMANCE BOND**

\_\_\_\_\_, as Principal, and \_\_\_\_\_,  
a corporation organized under the laws of the State of \_\_\_\_\_,  
as Surety, are held and firmly bound unto City of McAlester, in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) in lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that, whereas said Principal entered into a written Contract with City of McAlester, dated \_\_\_\_\_, 2008, for 2008 Water Treatment Plant Modificaitons Enhanced Coagulation all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the office of:

City of McAlester, Engineering Dept., 28 E. Washington Street, McAlester, OK 74501  
(Name and address of agency)

NOW, THEREFORE, if said Principal shall, in all particulars, well, truly and faithfully perform and abide by said Contract and each and every covenant, condition, and part thereof and shall fulfill all obligations resting upon said Principal by the terms of said Contract and said specifications, and if said Principal shall protect and save harmless said City of McAlester from any pecuniary loss resulting from the breach of any of the items, covenants and conditions of said Contract resting upon said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect .

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly-authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its Attorney-In-Fact, duly authorized to do so, the day and year set forth below.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**ATTEST:**

By: \_\_\_\_\_  
Witness as to Principal (Signature)

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

**(SEAL)**

**ATTEST:**

By: \_\_\_\_\_  
Witness as to Surety (Signature)

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

**(SURETY SEAL)**

Principal: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

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

Surety: \_\_\_\_\_

By: \_\_\_\_\_  
Surety's Agent (Signature)

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

By: \_\_\_\_\_  
Attorney-in-Fact (Signature)

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

**NOTE:** Date of bond must not be prior to date of contract.  
If contractor is partnership, all partners should execute bond.

STATUTORY BOND

No. \_\_\_\_\_

We, \_\_\_\_\_  
as Principal, and \_\_\_\_\_,  
a Corporation organized under the laws of the state of \_\_\_\_\_,  
as Surety, are held and firmly bound unto the State of Oklahoma, in the amount of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_) for the payment of which we hereby bind  
ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly by these  
presents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

WHEREAS, the said \_\_\_\_\_  
did on \_\_\_\_\_ enter into a certain contract  
with City of McAlester for the construction of 2008 Water Treatment Plant Modifications  
Enhanced Coagulation;

And WHEREAS, this bond is given in compliance with Oklahoma Statutes Annotated,  
1941, Title 61, Sections 1 and 2, as amended;

NOW THEREFORE, the condition of the above obligation is such that, if the Principal  
shall pay all indebtedness incurred for labor, materials or rental of machinery or equipment  
furnished in the construction of said public building or in making said public improvements, then  
this obligation shall be void, otherwise to remain in full force effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year  
first above written.

**ATTEST:**

Principal: \_\_\_\_\_

By: \_\_\_\_\_  
Witness as to Principal (Signature)

By: \_\_\_\_\_  
(Signature)

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

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

**(SEAL)**

**ATTEST:**

Surety: \_\_\_\_\_

By: \_\_\_\_\_  
Witness as to Surety (Signature)

By: \_\_\_\_\_  
Surety's Agent (Signature)

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

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

**(SURETY SEAL)**

By: \_\_\_\_\_  
Attorney-in-Fact (Signature)

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

**MAINTENANCE BOND**

WHEREAS, the undersigned, \_\_\_\_\_  
has executed a certain Contract dated the \_\_\_\_ day of \_\_\_\_\_, 2008,  
designated and known as Contract for the construction of 2008 Water Treatment Plant  
Modifications Enhanced Coagulation including all of the work mentioned and described in  
said Contract, and to be performed by the undersigned strictly and punctually in  
accordance with the terms, conditions, plans and specifications thereof.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_  
as principal, and \_\_\_\_\_  
as Surety, are jointly and severally, firmly held and bound unto the City of McAlester  
(hereinafter "OWNER") in the sum of:

\_\_\_\_\_ Dollars (\$) )  
lawful money of the United States of America, same being the approximate cost of the  
Contract herein referred to, for the payment of which sum well and truly to be made, we  
hereby bind ourselves, our heirs, executors, administrators, trustees, successors, and  
assigns, jointly and severally, firmly by these presents.

The condition of this Bond is such that the said Principal and Surety herein named do hereby agree and bind themselves unto and guarantee the "OWNER" that the said improvements, including materials, workmanship and all work done under said contract were such that the same shall endure without need of any repair whatsoever for a period of one (1) year from and after the formal acceptance of said project resolution of the duly appointed governing body of the "OWNER" and that at the expense of said Principal and/or Surety, that such work performed under said Contract shall be kept and maintained in a first-class condition for a period of one (1) year as herein provided, and that all trenches, excavations or ditches that may sink or settle, shall promptly be refilled without any NOTICE being given, and that all breaks or failures occurring or arising from any cause whatsoever within said period of one (1) year, shall be promptly repaired and at all times during the said period of one (1) year, shall be promptly repaired and at all times during the said period of one (1) year, maintained by said Principal and/or Surety, without NOTICE being given; and it being further agreed that upon the neglect, failure or refusal of the Principal to make any needed repairs or backfills upon said project or any work connected therewith within ten (10) calendar days after NOTICE to said Principal by letter deposited in the United States mail, addressed to said Principal at:

\_\_\_\_\_  
(Address)

**Maintenance Bond**

that the said Principal and Surety shall jointly and severally be liable to the City of McAlester for the costs and expenses of making such repairs or backfills, or making good such defects or imperfections.

NOW, THEREFORE, if the said Principal and surety shall faithfully and securely keep and perform all of the obligations herein provided to be kept and performed by them, or either of them, then this obligation shall be null and void and of no force and effect, otherwise to be and remain in full force and effect at all times.

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**ATTEST:**

By: \_\_\_\_\_  
Witness as to Principal (Signature)

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

**(SEAL)**

**ATTEST:**

By: \_\_\_\_\_  
Witness as to Surety (Signature)

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

**(SURETY SEAL)**

Principal: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

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

Surety: \_\_\_\_\_

By: \_\_\_\_\_  
Surety's Agent (Signature)

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

By: \_\_\_\_\_  
Attorney-in-Fact (Signature)

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

**NOTE:**

**Date of bond must not be prior to date of contract.  
If contractor is partnership, all partners should execute bond.**

**IMPORTANT:**

Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located).

<b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY)
PRODUCER	FAX	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED	<b>INSURERS AFFORDING COVERAGE</b>	
	INSURER A:	NAIC #
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT OF ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	Type of Insurance	Policy Number	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/> _____				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY	EA ACC \$
							AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?  If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OT-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		<b>OTHER</b>					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**CERTIFICATE HOLDER**

City of McAlester  
 P.O. Box 578  
 28 E. Washington  
 McAlester, OK 74501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE MATERIALLY CHANGED OR CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL GIVE 15 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE

Council Chambers  
Municipal Building  
June 24, 2008

The McAlester Airport Authority met in regular session on Tuesday, June 24, 2008, at 6:00 P.M. after proper notice and agenda was posted June 18, 2008.

Present: Sam Mason, Weldon Smith, Donnie Condit, Travis Read, Buddy Garvin,  
Don Lewis & Robert Ivester  
Absent: Haven Wilkinson  
Presiding: Don Lewis, Chairman

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

- **Approval of the Minutes from the June 10, 2008, Regular Meeting of the McAlester Airport Authority.** (*Cora Middleton, City Clerk*)
- **Confirm action taken on City Council Agenda Item J regarding the Claims for the period of June 11 through June 24, 2008.** (*David Burke, City Treasurer*) In the amount of \$2,372.77.

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

AYE: Trustees Condit, Read, Garvin, Mason, Smith & Chairman Lewis  
NAY: None

Chairman Lewis declared the motion carried.

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

AYE: Trustees Condit, Read, Garvin, Mason, Smith & Chairman Lewis  
NAY: None

Chairman Lewis declared the motion carried.

ATTEST:

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Don Lewis, Chairman

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Cora Middleton, Secretary

Council Chambers  
Municipal Building  
June 24, 2008

The McAlester Public Works Authority met in Regular session on Tuesday, June 24, 2008, at 6:00 P.M. after proper notice and agenda was posted June 18, 2008.

Present: Sam Mason, Donnie Condit, Weldon Smith, Buddy Garvin, Don Lewis &  
Robert Ivester  
Absent: Haven Wilkinson  
Presiding: Don Lewis, Chairman

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

- **Approval of the Minutes from the June 10, 2008, Regular Meeting of the McAlester Public Works Authority.** *(Cora Middleton, City Clerk)*
- **Confirm action taken on City Council Agenda Item J regarding the Claims for the period of June 11 through June 24, 2008.** *(David Burke, City Treasurer)* In the amount of: \$233,543.91

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

AYE: Trustees Read, Garvin, Mason, Smith, Condit & Mayor Lewis  
NAY: None

Chairman Lewis declared the motion carried.

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

AYE: Trustees Read, Garvin, Mason, Smith, Condit & Mayor Lewis  
NAY: None

Chairman Lewis declared the motion carried

ATTEST:

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Don Lewis, Chairman

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Cora Middleton, Secretary