



McAlester City Council

NOTICE OF MEETING

Regular Meeting Agenda

Tuesday, March 13, 2012 – 6:00 pm
McAlester City Hall – Council Chambers
28 E. Washington

Kevin E. Priddle	Mayor
Weldon Smith	Ward One
Steve Harrison	Ward Two
John Browne.....	Vice-Mayor, Ward Three
Robert Karr	Ward Four
Buddy Garvin	Ward Five
Sam Mason	Ward Six
Peter J. Stasiak	City Manager
William J. Ervin	City Attorney
Cora M. Middleton.....	City Clerk

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

Pastor Terren Anderson, Life Church

ROLL CALL

OUTGOING COUNCIL

- Council Remarks – Opportunity for Council Remarks

SWEARING-IN CERMONY

Judge Deborah Hackler will administer the Oath of Office to the Mayor and Council members:

- Oath of Office – Mayor –
 - Steve Harrison
- Oath of Office – Council members –
 - Ward 1 – Weldon Smith
 - Ward 3 – Travis Read
 - Ward 5 – Buddy Garvin

INCOMING COUNCIL – Council Remarks – Opportunity for Council Remarks

- New City Council takes Office
- Selection of Vice-Mayor for the two-year term beginning March 2012 ending March 2014

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 February 28, 2012 Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for February 22 through March 6, 2012 *(Toni Ervin, Chief Financial Officer)*
- C. Concur with Mayor's Re-Appointment of Dr. Leroy M. Milton to the Hospital Board for a term to expire February, 2018. *(Mayor)*
- D. Ratify and approve for a one year term the E-911 Master Services Agreement between the City of McAlester and Southwestern Bell Telephone d/b/a/ AT&T Oklahoma. *(Cora Middleton, City Clerk)*
- E. Ratify and approve for a one year term the Airport Lease between Jo Ann Crabtree and the City of McAlester Municipal Airport. . *(Cora Middleton, City Clerk)*

- F. Ratify and approve for a one year term the McAlester Public Library Contract between the Southeastern Public Library Board System of Oklahoma and the City of McAlester. *(Cora Middleton, City Clerk)*
- G. Ratify and approve the Minutes from the Special Meeting of the City of McAlester City Council June 3, 2008. *(Cora Middleton, City Clerk)*
- H. Ratify and approve the Minutes from the Regular Meeting of the City of McAlester City Council on June 10, 2008. *(Cora Middleton, City Clerk)*

ITEMS REMOVED FROM CONSENT AGENDA

PUBLIC HEARING

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

- AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2392 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2011-2012; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.
- A PUBLIC HEARING FOR PROPOSED FY 2011-2012 COMMUNITY DEVELOPMENT BLOCK GRANT – ECONOMIC DEVELOPMENT INFRASTRUCTURE FINANCING (CDBG-EDIF) FOR THE HAMPEL OIL WATERLINE/RAILROAD CROSSING PROJECT AT STEVEN TAYLOR INDUSTRIAL PARK.
- AN ORDINANCE AMENDING THE CODE OF ORDINANCE, CITY OF McALESTER, OKLAHOMA AMENDING THE FOLLOWING SECTIONS 18-51; 18-53; 18-141; 18-217; AND 18-348.
- AN ORDINANCE AMENDING ARTICLE IV, SOLID WASTE, DIVISION 1 AND MUNICIPAL COLLECTION SERVICE, DIVISION 2. GENERALLY, SECTION 106-301, DEFINITIONS, SECTION 106-303, BURNING OF REFUSE, SECTION 106-304(a) UNLAWFUL SCATTERING, STORING, ETC., SECTION 106-306, AND REMOVAL OF WASTE MATERIAL, CONSTRUCTION DEBRIS, SECTION 106-321, CITY'S EXCLUSIVE RIGHT TO COLLECT REFUSE, SECTION 106-323, GENERAL REFUSE CONTAINER AND STORAGE REQUIREMENTS – FOR DWELLINGS, SECTION 106-324, SAME-FOR ~~BUSINESS AND INDUSTRIAL ESTABLISHMENTS~~ LARGE COMMERCIAL AND INDUSTRIAL UNITS, SECTION 106-325, MAINTENANCE, REPAIR AND REPLACEMENT OF REFUSE ~~CONTAINERS~~ POLYCARTS AND COMMERCIAL DUMPSTERS, SECTION 106-326(a), PROHIBITING THE UNAUTHORIZED DEPOSIT OF REFUSE IN GARAGE CONTAINERS BELONGING OR ASSIGNED TO SOMEONE ELSE, SECTION 106-327, CHARGES FOR REMOVAL OF ~~REFUSE~~ PERMISSIBLE SOLID WASTE, AND ADDING SECTION 106-328, RECYCLING AND SECTION 106-329,

ADMINISTRATIVE PROCEDURES OF THE CODE OF ORDINANCES OF THE CITY OF McALESTER; AND DECLARING AN EMERGENCY.

SCHEDULED BUSINESS

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

Executive Summary

Motion to approve the budget amendment ordinance 2392.

2. Consider, and act upon, adopting Citizens Participation Plan for FY 2011-2012 Community Development Projects. *(Cora Middleton, City Clerk, and Millie Vance, Private Consultant)*

Executive Summary

Motion to adopt Citizens Participation Plan for FY 2011-2012 Community Development Projects.

3. Discussion, CDBG-EDIF documents, (Statement of Compliance, Ordinance Job Tracking, Resolution Accepting and Job Tracking) to be approved after notification of CDBG-EDIF Grant is funded. *(Cora Middleton, City Clerk, and Millie Vance, Private Consultant)*

Executive Summary

Discussion only of CDBG-EDIF related documents. To be considered after notification of award of Grant.

4. Consider, and act upon, Resolution to apply for CDBG-EDIF Funds from the Oklahoma Department of Commerce (ODOC) for the CDBG-EDIF – Hampel Oil Distributors, Inc. Water Line/Railroad Crossing Project. *(Cora Middleton, City Clerk, and Millie Vance, Private Consultant)*

Executive Summary

Motion to approve Resolution to apply for CDBG-EDIF Funds from the Oklahoma Department of Commerce (ODOC) for the CDBG-EDIF – Hampel Oil Distributors, Inc. Water Line/Railroad Crossing Project.

5. Consider and act upon, Proposed Budget for the CDBG-EDIF Hampel Oil Distributors, Inc. Water Line/Railroad Crossing Project. *(Cora Middleton, City Clerk, and Millie Vance, Private Consultant)*

Executive Summary

Motion to approve Proposed Budget for the CDBG-EDIF Hampel Oil Distributors, Inc. Water Line/Railroad Crossing Project.

6. Consider, and act upon, Resolution on Leverage Funds for CDBG-EDIF – Hampel Oil Distributors, Inc. Water Line/Railroad Crossing Project. *(Cora Middleton, City Clerk, and Millie Vance, Private Consultant)*

Executive Summary

Motion to approve Resolution on Leverage Funds for CDBG-EDIF – Hampel Oil Distributors, Inc. Water Line/Railroad Crossing Project.

7. Consider, and act upon, approval of contract with Millie Vance, Inc. to prepare CDBG-EDIF grant application and provide Administrative Services for the CDBG-EDIF – Hampel Oil Distributors, Inc. Water Line/Railroad Crossing Project and authorize Mayor to sign related documents. *(Cora Middleton, City Clerk, and Millie Vance, Private Consultant)*

Executive Summary

Motion to approve contract with Millie Vance, Inc. to prepare CDBG-EDIF grant application and provide Administrative Services for the CDBG-EDIF – Hampel Oil Distributors, Inc. Water Line/Railroad Crossing Project and authorize Mayor to sign related documents.

8. Consider, and act upon, adopting Residential Anti-Displacement Plan for CDBG-EDIF – Hampel Oil Distributors, Inc. Water Line/Railroad Crossing Project. *(Cora Middleton, City Clerk, and Millie Vance, Private Consultant)*

Executive Summary

Motion to adopt Residential Anti-Displacement Plan for CDBG-EDIF – Hampel Oil Distributors, Inc. Water Line/Railroad Crossing Project.

9. Consider, and act upon, a Resolution adopting the 2009 edition of the International Residential Code, the 2009 edition of the International Building Code and the 2008 edition of the National Electrical Code, and amending Ordinance Sections 18-51, 18-53, 18-141, 18-271, and 18-348. *(Peter J. Stasiak, City Manager)*

Executive Summary

Motion to approve the Resolution adopting these code changes and amending Ordinance, Sections 18-51, 18-53, 18-141, 18-271, 18-348 of the Code of Ordinance of the City of McAlester.

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

Executive Summary

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

11. Consider, and act upon, award of bid to HTM Underground, LLC, for the construction of 2940 feet of 12 inch water line and appurtenances at Steven Taylor Industrial Park and authorize the Mayor to enter into a construction contract, after review and approval by the City Attorney's Office in an amount of \$177,681.00. *(David Medley, P.E., Director, Public Utilities)*

Executive Summary

Motion to award of bid for Taylor Industrial Park 12-Inch Water Improvements and authorizing the Mayor to enter into a construction contract, after review and approval by the City Attorney's Office, with HTM Underground, LLC of Blanchard, Oklahoma in an amount of \$177,681.00. A faxed copy of the Bid Bond was submitted with the Bid.

The Council is asked to waive this technicality and an original Bid Bond will be included in the Contract Documents.

- 12. TABLED FROM PREVIOUS. Consider, and Act Upon, a Solid Waste Ordinance amending Article IV. Solid Waste, Division 1 and Municipal Collection Service, Division 2. Sections 106-301, 106-303, 106-304(a), 106-306, 106-321, 106-323, 106-324, 106-325, 106-326(a), 106-327, 106-328 and 106-329 and declaring an emergency. *(Peter J. Stasiak, City Manager)*

Executive Summary

Motion to approve the Solid Waste Ordinance as amended and declaring an emergency.

- 13. Discussion and possible action to enter into a Participation Agreement with Today In America. *(Peter J. Stasiak, City Manager)*

Executive Summary

Discussion and possible action to enter into a Participation Agreement with Today In America for filming of a five minute segment on the attributes of McAlester Oklahoma and authorizing the Mayor to sign the appropriate documents.

- 14. Submission and presentation of the Proposed 2011 Capital Budget per the City Charter by March 15th. *(Peter J. Stasiak, City Manager)*

Executive Summary

This item involves the submission and presentation of the Proposed 2011 Capital Budget to the City Council per the City Charter.

NEW BUSINESS

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

CITY MANAGER'S REPORT (Peter J. Stasiak)

- Report on activities for the past two weeks.

REMARKS AND INQUIRIES BY CITY COUNCIL

RECESS COUNCIL MEETING

CONVENE AS McALESTER AIRPORT AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the February 28, 2012 Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*

- Confirm action taken on City Council Agenda Item B, regarding claims ending March 6, 2012. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item E, ratify and approve for a one year term the Airport Lease between Jo Ann Crabtree and the City of McAlester Municipal Airport. . *(Cora Middleton, City Clerk)*

ADJOURN MAA

CONVENE AS McALESTER PUBLIC WORKS AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the February 28, 2012 Regular Meeting of the McAlester Public Works Authority *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending March 6, 2012. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 1, an Ordinance amending Ordinance No. 2392 which established the budget for fiscal year 2011-2012; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 2, adopting Citizens Participation Plan for FY 2011-2012 Community Development Projects. *(Cora Middleton, City Clerk, and Millie Vance, Private Consultant)*
- Confirm action taken on City Council Agenda Item 4, a Resolution to apply for CDBG-EDIF Funds from the Oklahoma Department of Commerce (ODOC) for the CDBG-EDIF – Hampel Oil Distributors, Inc. Water Line/Railroad Crossing Project. *(Cora Middleton, City Clerk, and Millie Vance, Private Consultant)*
- Confirm action taken on City Council Agenda Item 5, Proposed Budget for the CDBG-EDIF Hampel Oil Distributors, Inc. Water Line/Railroad Crossing Project. *(Cora Middleton, City Clerk, and Millie Vance, Private Consultant)*
- Confirm action taken on City Council Agenda 6, a Resolution on Leverage Funds for CDBG-EDIF – Hampel Oil Distributors, Inc. Water Line/Railroad Crossing Project. *(Cora Middleton, City Clerk, and Millie Vance, Private Consultant)*
- Confirm action taken on City Council Agenda Item 7, approval of contract with Millie Vance, Inc. to prepare CDBG-EDIF grant application and provide Administrative Services for the CDBG-EDIF – Hampel Oil Distributors, Inc. Water Line/Railroad Crossing Project and authorize Mayor to sign related documents. *(Cora Middleton, City Clerk, and Millie Vance, Private Consultant)*

- Confirm action taken on City Council Agenda Item 8, adopting Residential Anti-Displacement Plan for CDBG-EDIF – Hampel Oil Distributors, Inc. Water Line/Railroad Crossing Project. *(Cora Middleton, City Clerk, and Millie Vance, Private Consultant)*
- Confirm action taken on City Council Agenda Item 9, a Resolution adopting the 2009 edition of the International Residential Code, the 2009 edition of the International Building Code and the 2008 edition of the National Electrical Code, and amending Ordinance Sections 18-51, 18-53, 18-141, 18-271, and 18-348. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 11, award of bid to HTM Underground, LLC, for the construction of 2940 feet of 12 inch water line and appurtenances at Steven Taylor Industrial Park and authorize the Mayor to enter into a construction contract, after review and approval by the City Attorney's Office in an amount of \$177,681.00. *(David Medley, P.E., Director, Public Utilities)*
- Confirm action taken on City Council Agenda Item 12, a Solid Waste Ordinance amending Article IV. Solid Waste, Division 1 and Municipal Collection Service, Division 2. Sections 106-301, 106-303, 106-304(a), 106-306, 106-321, 106-323, 106-324, 106-325, 106-326(a), 106-327, 106-328 and 106-329 and declaring an emergency. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 13, to enter into a Participation Agreement with Today In America. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 14, of the Proposed 2011 Capital Budget per the City Charter by March 15th. *(Peter J. Stasiak, City Manager)*

ADJOURN MPWA

RECONVENE COUNCIL MEETING

ADJOURNMENT

CERTIFICATION

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

Cora M. Middleton, City Clerk

The McAlester City Council met in Regular session on Tuesday, February 28, 2012, at 6:00 P.M. after proper notice and agenda was posted, February 24, 2012, at 3:55 A. M.

Call to Order

Mayor Priddie called the meeting to order.

Fran Greathouse, First Christian Church gave the invocation and led the Pledge of Allegiance.

Roll Call

Council Roll Call was as follows:

Present: Weldon Smith, Steve Harrison, John Browne, Robert Karr, Buddy Garvin, Sam Mason & Kevin Priddie
Absent: None
Presiding: Kevin E. Priddie, Mayor

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

Citizen's Comments on Non-agenda Items

Stephanie Shafer reminded the Council of the City wide clean up and she encouraged each of the Councilmen to form teams within their Wards.

Consent Agenda

- A. Approval of the Minutes from the January 24, 2012 Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of the Minutes from the January 31, 2012 Special Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- C. Approval of the Minutes from the February 14, 2012 Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- D. Approval of Claims for February 8, 2012 through February 21, 2012. *(Toni Ervin, Chief Financial Officer)* In the following amounts: General Fund - \$130,590.35; Parking Authority - \$107.88; Nutrition - \$1,467.24; Educational Fund - \$700,000.00; Tourism

Fund - \$237.95; SE Expo Center - \$3,289.75; E-911 - \$2,786.70; Economic Development - \$3,700.00; Gifts & Contributions - \$182.52; Fleet Maintenance - \$12,172.62; Worker's Compensation - \$941.68; Dedicated Sales Tax - \$8,186.19 and CIP Fund - \$68,327.03.

- E. Consider, and act upon, an expenditure of \$50.00 for Councilman Steve Harrison to attend the Mayors Council of Oklahoma and Oklahoma Municipal League Legislative Forum on Monday, March 19, 2012 in the House Chambers, Oklahoma State Capitol. *(Cora Middleton, City Clerk)*
- F. Concur with Oklahoma Municipal Assurance Group recommendation to deny Claim No.31672-BJ. *(Cora Middleton, City Clerk)*
- G. Concur with Mayor's Appointment of John Titsworth to the Audit & Finance Advisory Committee for a term to expire May, 2014. *(Kevin E. Priddle, Mayor)*
- H. Concur with Mayor's Appointment of J. T. Collier to the Hospital Board for a term to expire February, 2015. *(Kevin E. Priddle, Mayor)*
- I. Concur with Mayor's Re-Appointment of Dr. Leroy M. Milton to the Hospital Board for a term to expire February, 2018. *(Kevin E. Priddle, Mayor)*

Mayor Priddle requested that item "G" be removed for individual consideration.

Councilman Harrison requested that item "E" be removed for individual consideration and Councilman Mason requested that item "I" be removed for individual consideration.

Vice-Mayor Browne moved to approve the Consent Agenda, items "A, B, C, D, F and H". The motion was seconded by Councilman Harrison.

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

AYE: Councilman Harrison, Browne, Karr, Garvin, Mason & Mayor Priddle

NAY: None

ABSTAIN: (counted as a no vote) Councilman Smith

Mayor Priddle declared the motion carried.

Items removed from Consent Agenda

- E. Consider, and act upon, an expenditure of \$50.00 for Councilman Steve Harrison to attend the Mayors Council of Oklahoma and Oklahoma Municipal League Legislative Forum on Monday, March 19, 2012 in the House Chambers, Oklahoma State Capitol. *(Cora Middleton, City Clerk)*

A motion was made by Vice-Mayor Browne and seconded by Councilman Garvin to approve an expenditure of \$50.00 for Councilman Steve Harrison to attend the Mayors Council of Oklahoma

and Oklahoma Municipal League Legislative Forum on Monday, March 19, 2012 in the House Chambers, Oklahoma State Capitol.

Before the vote, Councilman Harrison commented that he requested this item pulled so he could abstain from the vote. Vice-Mayor Browne moved to modify the motion to allow any of the Council to attend. The motion was seconded by Mayor Priddle.

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

AYE: Councilman Browne, Karr, Mason, Smith & Mayor Priddle

NAY: None

ABSTAIN: Councilman Harrison

Mayor Priddle declared the motion carried.

G. Concur with Mayor's Appointment of John Titsworth to the Audit & Finance Advisory Committee for a term to expire May, 2014. *(Kevin E. Priddle, Mayor)*

A motion was made by Councilman Harrison and seconded by Vice-Mayor Browne to concur with the Mayor's appointment of John Titsworth to the Audit & Finance Advisory Committee for a term to expire May 2014.

Before the vote, Mayor Priddle stated that he needed to change the expiration date to May of 2013. There was no other discussion, and the vote was taken as follows:

AYE: Councilman Browne, Karr, Garvin, Mason, Smith, Harrison & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

I. Concur with Mayor's Re-Appointment of Dr. Leroy M. Milton to the Hospital Board for a term to expire February, 2018. *(Kevin E. Priddle, Mayor)*

A motion was made by Councilman Karr and seconded by Councilman Garvin to concur with the re-appointment of Dr. Leroy M. Milton to the Hospital Board of a term to expire February, 2018.

Before the vote, there was discussion among the Council concerning the number of terms that Dr. Milton had served on the Hospital Board and the number of terms an individual was allowed to serve.

Mayor Priddle stated that he would pull this item until the questions could be answered and furnished to the Council. There was no vote on this item.

Vice-Mayor Browne moved to open a Public Hearing to address two (2) ordinances. The motion was seconded by Councilman Harrison. There was no discussion, and the vote was taken as follows:

AYE: Councilman Garvin, Mason, Smith, Harrison, Browne, Karr Priddle

NAY: None

Mayor Priddle declared the motion carried and the Public Hearing was opened at 6:11 P.M.

Public Hearing

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

AN ORDINANCE AMENDING CHAPTER 106, UTILITIES, ARTICLE IV. SOLID WASTE, DIVISION 1 AND MUNICIPAL COLLECTION SERVICE, DIVISION 2. GENERALLY, SECTION 106-301, DEFINITIONS, SECTION 106-303, BURNING OF REFUSE, SECTION 106-304(a) UNLAWFUL SCATTERING, STORING, ETC., SECTION 106-306, AND REMOVAL OF WASTE MATERIAL, CONSTRUCTION DEBRIS, AND DIVISION 2, MUNICIPAL COLLECTION SERVICE, SECTION 106-321, CITY'S EXCLUSIVE RIGHT TO COLLECT AND REMOVE REFUSE, SECTION 106-323, GENERAL REFUSE CONTAINER AND STORAGE REQUIREMENTS – FOR PERMISSIBLE SOLID WASTE FOR RESIDENTIAL UNITS, SECTION 106-324, SAME – FOR LARGE COMMERCIAL AND INDUSTRIAL UNITS, SECTION 106-325, MAINTENANCE, REPAIR AND REPLACEMENT OF POLYCARTS AND COMMERCIAL DUMPSTERS, SECTION 106-326(a), PROHIBITING THE UNAUTHORIZED DEPOSIT OF REFUSE IN CONTAINERS BELONGING OR ASSIGNED TO SOMEONE ELSE, SECTION 106-327, CHARGES FOR REMOVAL OF PERMISSIBLE SOLID WASTE, SECTION 106-328, RECYCLING AND ADDING SECTION 106-329, ADMINISTRATIVE PROCEDURES OF THE CODE OF ORDINANCES OF THE CITY OF McALESTER; AND DECLARING AN EMERGENCY.

There were no comments from either the public or the Council and Councilman Mason moved to close the Public Hearing. The motion was seconded by Councilman Garvin, and the vote was taken as follows:

AYE: Councilman Mason, Smith, Harrison, Browne, Karr, Garvin & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried and the Public Hearing was closed at 6:12 P.M.

Scheduled Business

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

Executive Summary

Motion to approve the budget amendment ordinance and declaring an emergency.

ORDINANCE NO. 2414

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

A motion was made by Vice-Mayor Browne and seconded by Councilman Harrison to approve **ORDINANCE NO. 2414**, amending the 2011-2012 fiscal year budget.

Before the vote, Toni Ervin reviewed the amendment exhibits with the Council. There was no other discussion, and the vote was taken as follows:

AYE: Councilman Smith, Harrison, Browne, Karr, Garvin, Mason & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

A motion was made by Councilman Karr and seconded by Vice-Mayor Browne to approve the EMERGENCY CLAUSE.

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

AYE: Councilman Karr, Garvin, Mason, Smith, Harrison, Browne & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

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

Executive Summary

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

A motion was made by Councilman Karr and seconded by Councilman Harrison to approve certain costs related to the Fire Department. Funds to be used from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services.

Before the vote, Chief Brewer addressed the Council explaining that this was to purchase Bunker Gear, which was the clothing worn by the Firemen while fighting fires.

After a brief discussion regarding the balance of the City's portion of the county quarter cent excise tax, the vote was taken as follows:

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

Mayor Priddle declared the motion carried.

3. Consider, and act upon a revised Work Order for Mehlburger Brawley Corporation for engineering services required for Change Order No. 1 to the design of construction of the U.S. 69 Utility Relocate, ODOT State Job No. 14999(06) as required by the Oklahoma Department of Transportation. This work order is required to lower water utilities previously lowered in the project to provide for flatter driveway grades in certain areas of the project. **All costs for engineering and construction will be paid by the Oklahoma Department of Transportation.** *(David Medley, PE, Director of Utility Department)*

Executive Summary

Motion to approve and authorize the Mayor to sign the revised engineering work order for Mehlburger Brawley to complete work required for U.S. 69 Utility Relocate, ODOT State Job No.14999(06) for an estimated fee of \$14,470.00 upon review and approval of by the City Attorney's Office.

Councilman Harrison moved to approve and authorize the Mayor to sign the revised engineering work order for Mehlburger Brawley to complete work required for U.S. 69 Utility Relocate, ODOT State Job No.14999(06) for an estimated fee of \$14,470.00 upon review and approval of by the City Attorney's Office. The motion was seconded by Councilman Garvin.

Before the vote, David Medley addressed the Council explaining that this would allow for the lowering of previous relocated water utilities and provide for flatter driveway slopes in the area of the project. He added that all of the engineering and construction costs would be paid by the Oklahoma Department of Transportation.

There was a brief discussion concerning why this had not been initially planned and the negotiations with one of the restaurants that brought this change about.

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

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

Mayor Priddle declared the motion carried.

4. Consider, and act upon, Change Order No. 1 to the Contract with Pittard Construction Company for the construction of Highway 69 ODOT Utility Relocation Water Project and authorize the Mayor to sign the Change Order in the amount of \$64,600.00 This will increase the original construction contract amount of \$498,850.00 to \$563,450.00 and will add 30 days to the contract time for an estimated substantial completion date of April 22, 2012. **All costs will for Engineering and Construction will be paid for by the**

Oklahoma Department of Transportation. *(David Medley, PE, Director of Utility Department)*

Executive Summary

Motion to award Change Order No. 1 for Highway 69 ODOT Utility Relocation Water Project and authorizing the Mayor to sign the Change Order, after review and approval by the City Attorney's Office, with Pittard Construction Company of Allen, Texas in an amount of \$64,600.00.

A motion was made by Councilman Karr and seconded by Vice-Mayor Browne to award Change Order No. 1 for Highway 69 ODOT Utility Relocation Water Project and authorizing the Mayor to sign the Change Order, after review and approval by the City Attorney's Office, with Pittard Construction Company of Allen, Texas in an amount of \$64,600.00.

Before the vote, David Medley addressed the Council explaining that the Change Order had been requested by the Oklahoma Department of Transportation and would for the lowering of 340 feet of 16" diameter water lines that had previously been lowered in this project and also allow for flatter slopes to the driveways at the Wade Watts and Highway 69 area. He added that the additional costs would be paid by the Oklahoma Department of Transportation.

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

AYE: Councilman Browne, Karr, Garvin, Mason, Smith, Harrison & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

5. Consider, and act upon, a Resolution declaring certain buildings as dangerous by reason of being dilapidated and a detriment to the welfare of the public and community. *(Peter J. Stasiak, City Manager)*

Executive Summary

Motion to approve a Resolution declaring certain buildings as dilapidated and subject to removal.

A motion was made by Councilman Harrison and seconded by Vice-Mayor Browne to approve a Resolution declaring certain buildings as dangerous by reason of being dilapidated and a detriment to the welfare of the public and community.

Before the vote, Manager Stasiak explained that this structure at 902 North 6th Street had been burned and was in a condition that warranted removal. There was no other discussion and the vote was taken as follows:

AYE: Councilman Karr, Garvin, Mason, Smith, Harrison, Browne & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

6. Consider, and act upon, approval of Change Order No. 1, for an extension of eighteen days to the existing contract with Outlaw Construction for Elks Road Improvements. *(John Modzelewski, P.E., City Engineer and Public Works, Director)*

Executive Summary

Motion to approve Change Order No. 1 for the extension of time to the construction contract with Outlaw Construction for construction of the Elks Road Improvements.

A motion was made by Councilman Garvin and seconded by Councilman Karr to approve Change Order No. 1 for the extension of time to the construction contract with Outlaw Construction for construction of the Elks Road Improvements.

Before the vote, John Modzelewski addressed the Council explaining that this Change Order was requested to extend the length of the contract by eighteen (18) days to allow for three (3) rain days and allow for the AT&T customers that had not been initially connected to be correctly connected. There was no other discussion, and the vote was taken as follows:

AYE: Councilman Garvin, Mason, Smith, Harrison, Browne, Garvin & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

7. TABLED - Consider, and act upon, a Solid Waste Ordinance amending Article IV. Solid Waste, Division 1 and Municipal Collection Service, Division 2. Sections 106-301, 106-303, 106-304(a), 106-306, 106-321, 106-323, 106-324, 106-325, 106-326(a), 106-327, 106-328 and 106-329 and declaring an emergency. (*Peter J. Stasiak, City Manager and Joe Ervin, City Attorney*)

Executive Summary

Motion to approve the Solid Waste Ordinance as amended and declaring an emergency.

A motion was made by Councilman Harrison and seconded by Vice-Mayor Browne to approve, a Solid Waste Ordinance amending Article IV. Solid Waste, Division 1 and Municipal Collection Service, Division 2. Sections 106-301, 106-303, 106-304(a), 106-306, 106-321, 106-323, 106-324, 106-325, 106-326(a), 106-327, 106-328 and 106-329.

Before the vote, Manager Stasiak commented that the individuals that had been working on the creation of this Ordinance had taken all received comments into consideration.

After a lengthy discussion among the Council regarding various changes within the body of the Ordinance proposed by Councilman Mason, the importance of having policies in place, who has the authority to create policy, what procedures were being taken to verify the locations of the polycarts, when the change regarding the pricing for households having two (2) polycarts would be implemented and who determined if a household needed more than one (1) polycarts Councilman Mason moved to table this item until the next meeting. The motion was seconded by Vice-Mayor Browne, and the vote was taken as follows:

AYE: Councilman Smith, Harrison, Browne, Karr, Garvin, Mason & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

New Business

There was no new business.

City Manager's Report

Manager Stasiak updated the Council on the status of the repairs to Strong Boulevard. He reported that the final inspection on Water Treatment Plant had been done and there had been only a couple of minor items to redo. He then thanked Mayor Priddle for the leadership he had given the City of McAlester over the past four (4) years.

Remarks and Inquiries by City Council

Councilman Smith encouraged everyone to vote on Tuesday.

Councilman Harrison also encouraged everyone to vote and he thanked Mayor Priddle for his service as Mayor for the past four years.

Vice-Mayor Browne stated that it had been an honor to serve as Vice-Mayor with Mayor Priddle and he also encouraged everyone to vote. He commented on the renovations that had been made to an old gas station at 600 South Main.

Councilman Karr stated that it had been a privilege to serve with Mayor Priddle.

Councilman Garvin also stated that it had been a privilege to serve with Mayor Priddle and that he had done a good job.

Councilman Mason commented that the grass in the seal joints on Strong Boulevard needed to be sprayed. He mentioned that the light poles that were leaning needed to have their bases repaired and he hoped to see the advertisement for the signalization at Strong and Wyandotte soon.

Mayor Priddle urged everyone to vote. He wished luck to both of the Mayoral candidates. He reminded everyone that the City was up for an award for its efforts with "Make a Difference Day" and he asked everyone to vote. He then asked that the following comments be included verbatim in the minutes:

"Gentlemen –

The last four years have been both an honor and a pleasure to serve with you on the council. During this time we have accomplished a great deal. In my opinion, the greatest thing that's been accomplished in the last four years is the re-building of an extremely talented administration here at the City of McAlester – for all things are done through people. It is through the City Manager, the Senior Staff and all City employees that everything which we as a council try and do is implemented.

Three guiding principles have been prevalent during the last four years:

- 1.) It is our duty to provide each and every employee the right tools to do their job. Whether these tools are pickups, parts or computer programs they allow our employees to be successful. Please continue in the future to provide the employees what they need to help our City be the best it can be.
- 2.) If we are going to something – let's do it right. Let's think it through and let's give it every opportunity to be successful. Whether this is facing the stark reality eighteen months ago that our Water Towers were in deplorable condition and they needed to be completely re-done and not just hand-aided or whether it's putting in new sewer and water lines underneath roads as we re-build them to insure that we don't have to dig up a new road to fix an 50 year old water line this principle has served us well. Don't create a possible problem for tomorrow with the solution that you implement today has served us well.
- 3.) If we want different and better results, then we need to use different solutions to get those results. As I've said many times "Einstein defined stupidity as doing the same thing over and over and expecting to get different results." Please continue to think outside the box, but within the realm of reality.

As much work as we have accomplished, there is still, and always will be, a great deal of work to be done. Please keep these guiding principles in your forethoughts as you go about your work.

Lastly – I'd like to offer two simple pieces of advice:

1.) Make sure that each of you personally allows our City Manager and his staff the opportunity to do their job without your interference. There have been many times in the last four years that councilmen have wanted to be too involved in day to day operations of the City. This is neither your job, nor your duty as defined by the City Charter. This behavior frequently takes up inordinate amounts of time for both the City Manager and the City Attorney. Neither of these individuals work for specific councilmen, but rather for the Council as a whole. Let them do their jobs without your daily interference and things will go very smoothly.

2.) Each of us are different. It is those differences that allow us to hear varying opinions and to come up with the best solution which is frequently a marrying of all of those opinions. We have done well in the last four years hearing each others opinions and most importantly developing the ability to disagree without being disagreeable. The ability to come to a solution without drawing lines in the sand is absolutely critical to the success of any company and the City is no exception. All lines in the sand do is create divides which people do not want to cross and they erode away the solid foundation of cooperation.

I have come to love the City, the employees and all of our partner groups with all of my heart. I would not trade the last four years of my life for anything and I wish you, the employees, the administration and the City as a whole the best for the future.

Thank you and God Bless....."

Recess Council Meeting

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

AYE: Councilman Karr, Garvin, Mason, Smith, Harrison, Browne & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried and the meeting was recessed at 7:02 P.M.

Reconvene Council Meeting

The Regular Meeting was reconvened at 7:06 P.M.

Adjournment

There being no further business to come before the Council, Councilman Karr moved for the meeting to be adjourned, seconded by Vice-Mayor Browne.

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

AYE: Councilman Smith, Harrison, Browne, Karr, Garvin & Mason

NAY: Mayor Priddle

Mayor Priddle declared the motion carried, and the meeting was adjourned at 7:06 P.M.

Kevin E. Priddle, Mayor

ATTEST:

Cora Middleton, City Clerk

CLAIMS FROM

FEBRUARY 22, 2012

THRU

MARCH 6, 2012

PACKET: 07649 CLAIMS FOR 3/13/2012

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01 1 MISC VENDOR					
DAVID PERRY	1-11-02139	01 -5431341	EMPLOYEE TRAV TRAVEL ADV-13 DAY SCHOOL	058911	540.00
CORY VAUGHN	1-11-02049	01 -5431341	EMPLOYEE TRAV TRAVEL ADV 13 DAY SCHOOL	058912	540.00
CLIFFORD VANDERPOO	1-201202293422	01 -5542207	CLOTHING ALLO BOOT ALLOWANCE	058959	95.00
01-A00026 AT & T LONG DISTANCE	1-201202223997	01 -0215515	TELEPHONE UTI PHONE UTIL-LONG DIST SVS	058959	222.49
01 A00150 ACME JANITORIAL	1-596901	01 -5431207	OPERATING SUP JANITORIAL SUPPLIES	058914	305.91
01-A00170 ADA PAPER CO.	1-337198	01 -5542203	REPAIRS & MAI JANITORIAL SUPPLIES	058915	68.67
	1-339686	01 -5544705	REPAIRS & MAI JANITORIAL SUPPLIES	058915	304.77
01-A00200 ADAMS TREE VALUE	1-223120	01 -5541706	CHEMICALS CHEMICALS FOR POND	058916	98.00
	1-223611	01 -5542205	REPAIRS & MAI MISC MAINT ITEMS	058916	9.67
01-A00250 AFLAC FLEX ONE	1-10002682	01 -5553346	DRUG TESTING/ PSA & FLEX MONTHLY FEES	058917	50.00
01-A00260 AIRGAS	1-9004072140	01 -5432202	OPERATING SUP OXYGEN SUPPLIES	058918	147.19
	1-9901093619	01 -5432202	OPERATING SUP OXYGEN SUPPLIES	058918	185.76
01 A00342 ALLIANCE COMMUNICATIO	1-201202223594	01 -5431308	INTERNET SERV INTERNET SVS-FIRE ST. #2	058920	62.95
	1-201202293424	01 -5441205	REPAIRS & MAI INTERNET SVS-CEMETERY	058920	135.03
	1-201202293424	01 -5431308	INTERNET SERV INTERNET SVS-EXER RESP CENTER	058920	62.95
	1-201202293424	01 -5445348	INTERNET SERV INTERNET SVS-STREETS	058920	62.95
01 A00465 AMERICNN COMMUNICATIONS	1-57753	01 -5545314	REPAIRS & MAI REPLACEMENT RADIOS	058921	4,950.00
01-A00551 ATWOODS	1-95178	01 -5542207	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	058923	31.91
	1-95779	01 -5542207	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	058923	146.44
	1-96279	01 -5542205	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	058923	17.89
	1-96679	01 -5542205	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	058923	81.59
01-A00770 AUTO PARTS CO	1-900270	01 -5432207	REPAIR & MAIN MISC PARTS AS NEEDED	058925	24.94
	1-900416	01 -5449272	REPAIRS & MAI TORNAUS SIREN BATTERY	058925	328.30
01 B00166 BEAM'S INDUSTRIES, INC.	1-190080	01 -5431204	SMALL TOOLS HOSE BAG FOR FIRE HOSE	058928	234.10
01-B00513 BILKMORE HOTEL OF OKLAH					

PACKET: 01949 CLAIMS FOR 3/15/2012

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000215	MILITARY HOTEL OF OKLAH	1-177112	01-5321331	EMPLOYEE TRAVEL EXP-TRAINING CONC	056551	300.00
01-000660	SPORT SUPPLY GROUP, INC	1-94514400	11-5544713	REPAIRS & MAI MISC SUPPLIES FOR SRC	056923	67.99
01-000650	BWI TEXARKANA, INC.	1-11144304	01-5540000	CHEMICALS PARKS MAINT SUPPLIER	056934	527.01
01-000124	GALES BUTLER	1-201203023443	01-5544306	CONTRACT LABO SCOREKEEPER FEB-3 GAMES	056935	155.00
01-000144	COMPUTER PRODUCTS OF TX	1-12-01-52ME	11-5324202	OPERATING SUP SECURITY TOKENS	056946	145.00
01-000203	CARTER TRUCKING	1-3790	11-5542054	TREE BOARD/DR FREIGHT EXP FOR TREES	056937	600.00
01-000201	CATHEY & ASSOCIATES, L.	1-30716	01-5321202	OPERATING SUP WINDSHIELD REPAIR #20	056936	39.95
01-000320	CENTERPOINT ENERGY APKL	1-201202294425	11-5015914	GAS UTILITY GAS UTIL EMER RESP CENTER	056891	69.38
01-000430	CHILD FIRE & SAFETY CO.	1-170002	01-5540204	SMALL TOOLS EQUIPMENT AS NEEDED	056929	214.00
01-000667	CONTRACTORS SUPPLY CO	1-1212550	01-5540218	STREET REPAIR WTR PUMP & ACCESSORIES	056941	1,565.01
01-000772	COREY REITH	1-201203023444	01-5544306	CONTRACT LABO REFEREE FEB 3 GAMES	056942	75.00
01-000006	D & D ELEVATOR INC	1-12952	01-5546317	ELEVATOR REPA MONTHLY ELEVATOR MAINT	056944	400.00
01-000698	DARRELL MILLER	1-201202294419	01-5321331	EMPLOYEE TRAVEL EXP-TRAINING COMP OKC	056992	154.74
01-000436	DIKX SENNETT	1-201203023440	01-5544306	CONTRACT LABO REFEREE FEB-3 GAMES	056946	75.00
01-000540	DOLESE BROTHERS	1-5-11135-12	01-5565218	STREET REPAIR SCREENINGS & GRAVEL	056949	404.26
		1-5-11334-12	01-5565218	STREET REPAIR SCREENINGS & GRAVEL	056949	721.60
		1-5-11361-12	01-5565218	STREET REPAIR SCREENINGS & GRAVEL	056949	1,304.53
		1-5-14375-12	01-5565218	STREET REPAIR SCREENINGS & GRAVEL	056949	452.07
		1-5-14376-12	01-5565218	STREET REPAIR SCREENINGS & GRAVEL	056949	1,122.17
		1-5-14919-12	01-5565218	STREET REPAIR SCREENINGS & GRAVEL	056949	127.50

PACKET: 07849 CLAIMS FOR 3/13/2012

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000775	JUSTIN DUVAJL					
		I-201203023444	01 -5544308	CONTRACT LABO REFEREE FEE-15 GAMES	058950	275.00
01-E00259	ERSON ASPHALT & EMULSIC					
		I-9400858667	01 -5865218	STREET REPAIR OIL FOR DURA PATCHER	058952	336.64
		I-9400862072	01 -5865218	STREET REPAIR OIL FOR DURA PATCHER	058952	357.04
01-E00266	ERVIN & ERVIN ATTORNEYS					
		I-4333-MAR 12	01 -5210302	CONSULTANTS/L. LEGAL FEES AS NEEDED	058954	2,445.00
		I-4333-MAR 12	01 -5214302	CONSULTANTS LEGAL FEES AS NEEDED	058954	330.00
		I-MARCH 2012	01 -5214302	CONSULTANTS CITY ATTORNEY - LEGAL FEE	058954	3,125.00
01-F00037	PASTENAL					
		I-00MCA103720	01 -5542203	REPAIRS & MAI MISC REPAIR ITEMS	058955	23.02
01-F00038	FED EX					
		I-1201-1771-7	01 -5653213	SAFETY SUPPLI SHIPPING FEES	058956	53.28
01-F00130	FIRE PROTECTION PUBLICA					
		I-611686	01 -5431331	EMPLOYEE TRAV TRAINING MATERIALS	058957	423.58
01-F00141	FIRE STORE					
		I-E931129	01 -5431207	CLOTHING ALLO UNIFORM ALLOWANCE	058958	44.98
01-F00170	FIRST NATIONAL BANK					
		I-03052012-#133	01 -5321510	LEASE PAYMENT LEASE #133	058959	5,185.00
01-G00130	GALL'S, AN ARAMARK CO.,					
		I-511973491	01 -5431207	CLOTHING ALLO UNIFORM ALLOWANCE	058960	254.97
		I-511994631	01 -5431207	CLOTHING ALLO UNIFORM ALLOWANCE	058960	224.99
01-G00490	GRISSOM IMPLEMENT INC					
		I-251996	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	058961	303.99
01-H00230	HONEY CREEK NURSERY					
		I-4029	01 -5542358	TREE BOARD/TR TREES FOR PARKS & ROW	058962	2,571.00
		I-4031	01 -5542358	TREE BOARD/TR TREES FOR PARKS & ROW	058962	447.00
		I-4034	01 -5653215	AWARDS PROGRA TREE FOR AWARD RECEPIENT	058962	125.00
01-I00061	IKON OFFICE SOLUTIONS,					
		I-5022286237	01 -5321308	CONTRACTED SE METER READ; BASE CHARGE	058964	152.37
01-I00066	I/O SOLUTIONS, INC.					
		I-C26760A	01 -5321202	OPERATING SUP PROMOTION TEST: SGT & LT	058965	166.00
01-I00110	IMPRESS OFFICE SUPPLY					
		I-033648	01 -5212202	OPERATING SUP MISC OFFICE SUPPLIES	058966	361.09
		I-033678	01 -5211202	OPERATING SUP STORAGE CABINET FOR PR	058966	556.02
		I-033681	01 -5321202	OPERATING SUP MISC OFFICE SUPPLIES	058966	18.29

PACKET: 07849 CLAIMS FOR 3/13/2012

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-100110	IMPRESS OFFICE SUPPLY		continued			
		I-033690	01 -5211202	OPERATING SUP MISC OFFICE SUPPLIES	058966	3.07
01-100120	TYLER TECHNOLOGIES					
		I-201203023449	01 -5213336	FEES MONTHLY SUPPORT FEES-COURT	058967	200.00
		I-201203023449	01 -5225349	SOFTWARE MAIN MONTHLY SUPPORT FEES-NETWORK	058967	200.00
01-100195	INTEGRIS OCCUPATIONAL H					
		I-2012-13000	01 -5653348	DRUG TESTING/ PHYSICAL-RETURN TO WK	058968	550.00
01-J00338	JOB CONSTRUCTION CO INC					
		I-028640	01 -5865219	STREET REPAIR ASPHALT FOR PATCHING	058969	310.05
01-J00340	JIM WOOD REFRIGERATION					
		I-12-13967	01 -5548203	REPAIRS & MAI REPAIR WALK IN FREEZER	058970	462.40
01-100428	LOWE'S CREDIT SERVICES					
		C-09287 CR	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	058976	10.66-
		C-12562 CR	01 -5431202	OPERATING SUP MISC SUPPLIES AS NEEDED	058976	23.72-
		C-12800 CR	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	058976	16.86-
		I-01132	01 -5865202	OPERATING SUP MISC MATERIALS AS NEEDED	058976	33.57
		I-02370	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	058976	38.91
		I-02971	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	058976	63.72
		I-06821	01 -5865203	REPAIR & MAIN BATTERIES FOR BARCADES	058976	134.77
		I-07616	01 -5431202	OPERATING SUP MISC SUPPLIES AS NEEDED	058976	22.85
		I-09286	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	058976	129.39
		I-11520	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	058976	4.98
		I-11641	01 -5431202	OPERATING SUP MISC SUPPLIES AS NEEDED	058977	33.19
		I-12595	01 -5865203	REPAIR & MAIN BATTERIES FOR BARCADES	058977	349.00
		I-14343	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	058977	53.64
		I-14420	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	058977	87.82
		I-901143	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	058977	204.24
		I-909545	01 -5431202	OPERATING SUP MISC SUPPLIES AS NEEDED	058977	26.57
		I-909610	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	058977	162.79
01-M00570	MOORE MEDICAL CORP.					
		I-97135834	01 -5432202	OPERATING SUP MEDICAL SUPPLIES AS NEEDED	058981	761.90
		I-97158964	01 -5432202	OPERATING SUP MEDICAL SUPPLIES AS NEEDED	058981	196.95
01-M00200	MCALESTER SCOTTISH RITE					
		I-700539	01 -5548311	PARKING RENTA PKING LOT RENTAL-LIBRARY	058983	375.00
01-M00250	MCALESTER NEWS CAPITAL					
		I-05603153	01 -5212317	ADVERTISING & PUBLICATIONS AS NEEDED	058984	18.75
		I-FEB 2012	01 -5653317	ADVERTISING & EMPLOYMENT ADS AS NEEDED	058984	91.80
01-000070	OGIELA MOWER SHOP					
		I-00125171	01 -5431316	REPAIRS & MAI MISC REPAIRS AS NEEDED	058988	1.00
		I-00125331	01 -5431316	REPAIRS & MAI MISC REPAIRS AS NEEDED	058988	66.70

PACKET: 07849 CLAIMS FOR 3/13/2012

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000070	OGIPLA MCWER SHOP		continued			
		I-00125333	01 -5431316	REPAIRS & MAI MISC REPAIRS AS NEEDED	058988	34.08
01-000222	OKLA CODE ENFORCEMENT A					
		I-03/01/2012 DUES	01 -5652330	DUES & SUBSCR MEMBERSHIP FEE- SAWTING	058990	35.00
01-000358	OKLA ST DEPT OF HEALTH					
		I-11-02067	01 -5432330	DUES & SUBSCR EMT LICENSE FEE	058893	85.00
01-000520	OIL-OK INDEPENDENT LIVI					
		I-201203023433	01 -5101355	OIL-OK FOR IN CONTRACT SERVICES-FEB 2012	058993	1,849.00
01-000531	OKLA MUNICIPAL SERVIC					
		I-11-02001	01 -5210330	DUES & SUBSCR OML LEG. FORUM FEE	058995	50.00
01-000556	OMAG-OK MUNICIPAL ASSUR					
		I-4TH QTR PAYMENT	01 -5215321	AUTO INSURANC AUTO-GEN FUND	058996	25,176.56
		I-4TH QTR PAYMENT	01 -5215322	LIABILITY INS LIABILITY-GEN FUND	058996	7,139.00
01-P00081	PAPA JOHNS PIZZA					
		I-6290	01 -5653213	SAFETY SUPPLI FOOD FOR SAFETY AWARD	058998	114.09
01-P00350	PB COUNTY TAG AGENCY					
		I-610712038005	01 -5321202	OPERATING SUP TAG FOR HUMVEE	059004	37.50
01-P00546	PUBLIC AGENCY TRAINING					
		I-148808	01 -5431331	EMPLOYEE TRAV SEMINAR FEES-BREWER AND	059008	500.00
		I-149854	01 -5431331	EMPLOYEE TRAV SEMINAR FEES-BREWER AND	059008	150.00
01-P00560	PUBLIC SERVICE/AEP					
		I-201202223395	01 -5215313	ELECTRIC UTIL ELECT UTIL-KOMAR PARK BLDG	058842	40.80
		I-201202223395	01 -5215313	ELECTRIC UTIL ELECT UTIL-KOMAR PARK PAV	058842	89.98
		I-201202293423	01 -5215313	ELECTRIC UTIL ELECT UTIL-1699 E CARL ALBERT	058894	26.07
		I-201202293423	01 -5215313	ELECTRIC UTIL ELECT UTIL-PD NARC	058894	155.39
		I-201202293423	01 -5215313	ELECTRIC UTIL ELECT UTIL-607 VILLAGE BLVD	058894	566.88
01-R00244	RESCUE PHONE, INC.					
		I-12-2214-C	01 -5321324	SWAT CELLULAR RESPONSE CONSOLE	059010	1,245.00
01-R00246	RESIDENT INN-STILLWATER					
		I-90522914	01 -5431331	EMPLOYEE TRAV TRAVEL EXP-FF ACADEMY	059011	1,901.00
01-R00300	RICHARD RUSHING					
		I-201203023442	01 -5544308	CONTRACT LABO REFEREE FEE-9 GAMES	059012	225.00
01-R00477	ROCKHURST UNIVERSITY CO					
		I-721940143-004	01 -5653331	EMPLOYEE TRAV MEMBERSHIP RENEWAL	059014	199.00
01-S00009	SADLER PAPER CO					

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-500009	SADLER PAPER CO					
		I-07286	01 -5542202	OPERATING SUP JANITORIAL SUPPLIES	059016	641.92
01-500100	SCORFION CONST CO					
		I-11-01988	01 -5542316	REPAIRS & MAI CONCRETE WK FOR FOUNTAIN	059018	953.00
01-500190	SECURITY SYS. & ENG. IN					
		I-27648	01 -5547203	REPAIRS & MAI SECURITY MONITORING FEE	059019	120.00
		I-27649	01 -5547203	REPAIRS & MAI SECURITY MONITORING FEE	059019	120.00
01-500726	STAPLES ADVANTAGE					
		I-02074	01 -5643202	OPERATING SUP OPER SUPPLIES AS NEEDED	059022	79.98
		I-02080	01 -5320202	OPERATING EXP OPEN PO FOR MISC SUPPLIES	059022	50.97
		I-3169360861	01 -5324202	OPERATING SUP INK CARTRIDGES-DISPATCH	059022	76.25
01-T00058	BIZTEL COMMUNICATIONS					
		I-4623	01 -5432316	REPAIRS & MAI LABOR TO INSTALL FAX LINE	059023	85.00
01-T00217	ST. PAUL COMPANIES					
		I-404017	01 -5214202	CONSULTANTS LEGAL FEES-MCCORMICK	059025	3,276.20
01-T00443	TOMMY BUCKNER					
		I-201203023447	01 -5544308	CONTRACT LABO REFEREE FEE-15 GAMES	059027	375.00
01-T00458	TONYA M BARNES					
		I-201203023441	01 -5544308	CONTRACT LABO SCOREKEEPER FEE-15 GAMES	059028	225.30
01-T00501	TRADEWINDS CENTRAL INN					
		I-27153	01 -5225331	EMPLOYEE TRAV MOTEL EXP-SERVER TRAINING	059031	313.55
01-T00540	TREATS SOLUTIONS INC					
		I-057132	01 -5542203	REPAIRS & MAI MISC JANITORIAL SUPPLIES	059032	304.50
01-T00630	TWIN CITIES READY MIX					
		I-64003	01 -5865215	STREET REPAIR CONCRETE FOR STRONG BLVD	059033	4,550.00
		I-64139	01 -5865218	STREET REPAIR CONCRETE FOR STRONG BLVD	059033	4,186.00
		I-64304	01 -5865218	STREET REPAIR CONCRETE FOR MISC POURS	059033	180.00
		I-64438	01 -5865218	STREET REPAIR CONCRETE FOR STRONG BLVD	059033	2,548.00
		I-64646	01 -5865218	STREET REPAIR CONCRETE FOR STRONG BLVD	059033	2,640.00
		I-SER CHG	01 -5865218	STREET REPAIR CONCRETE FOR STRONG BLVD	059033	73.06
01-V00150	VULCAN SIGN					
		I-213039	01 -5865203	REPAIR & MAIN TRAFFIC CONTROL SUPPLIES	059037	1,766.50
01-W00040	WALMART COMMUNITY BRC					
		I-00619	01 -5431202	OPERATING SUP MISC SUPPLIES AS NEEDED	059038	44.25
		I-00710	01 -5320202	OPERATING EXP OPEN PO FOR MISC SUPPLIES	059038	25.00
		I-04125	01 -5653213	SAFETY SUPPLI SUPPLIES FOR SAFETY AWARD	059038	23.20

PACKET: 07849 CLAIMS FOR 3/13/2012

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-X00020	XEROX CORP-MAJOR ACCOUNT	I-800590826	01 -5215312	EQUIPMENT REN LEASE FEE FOR COPIERS	059044	1,801.93
			FUND	01 GENERAL FUND	TOTAL:	103,284.34

PACKET: 07849 CLAIMS FOR 3/13/2012

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
	MIKE REDBIRD	I-201202223392	02 -5216207	CLOTHING ALLO MIKE REDBIRD: BOOT ALLOWANCE	058838	86.80
01-A00103	ACCURATE LABS & MINING					
		I-2B14040	02 -5974304	LAB TESTING MONTHLY LAB TESTING FEES	058913	90.00
		I-2B14041	02 -5974304	LAB TESTING MONTHLY LAB TESTING FEES	058913	1,480.00
		I-2B14042	02 -5974304	LAB TESTING MONTHLY LAB TESTING FEES	058913	115.00
		I-2B14044	02 -5974304	LAB TESTING MONTHLY LAB TESTING FEES	058913	420.00
01-A00267	AIRGAS					
		I-9004264412	02 -5973203	REPAIRS & MAI OPEN PO FOR MONTHLY	058918	85.04
		I-9004305132	02 -5974203	REPAIRS & MAI MONTHLY RENTAL FEES	058918	28.04
		I-990109828	02 -5973203	REPAIRS & MAI OPEN PO FOR MONTHLY	058918	72.65
		I-9901098616	02 -5974203	REPAIRS & MAI MONTHLY RENTAL FEES	058918	57.05
01-A00362	ALLEGIANCE COMMUNICATIO					
		I-2C1202293424	02 -5973328	INTERNET SERV INTERNET SVS-E WTR PLANT	058890	62.95
01-A00423	ALLIED WASTE SERVICES C					
		I-201202293420	02 -5886306	CONTRACTED RE JANUARY WASTE SVS FEES	058897	144,588.74
01-A00430	ALTIVIA					
		I-218430	02 -5974206	CHEMICALS ALUM FOR WTP	058920	3,389.10
		I-218576	02 -5974206	CHEMICALS ALUM FOR WTP	058920	3,363.36
01-A00751	ATWOODS					
		I-364/9	02 -5974203	REPAIRS & MAI MISC SUPPLIES AS NEEDED	058923	50.62
		I-942/9	02 -5974203	REPAIRS & MAI MISC SUPPLIES AS NEEDED	058923	91.72
01-A00770	AUTO PARTS CO					
		I-900249	02 -5974203	REPAIRS & MAI MISC PARTS AS NEEDED	058925	45.39
01-B00180	BEMAC SUPPLY					
		I-S1645228.001	02 -5975230	SEWER MAIN RE REPAIR & MAINT SUPPLIES	058929	9.26
		I-S1645642.001	02 -5973203	REPAIRS & MAI SUPPLIES FOR BOTH PLANTS	058929	82.55
		I-S1647298.001	02 -5974203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	058929	70.55
		I-S1648569.001	02 -5973203	REPAIRS & MAI SUPPLIES FOR BOTH PLANTS	058929	230.71
01-B00490	BRIGGS PRINTING					
		I-58893	02 -5216202	OPERATING SUP VALIDATION PAPER FOR UB&C	058932	150.00
01-C00524	CLIFF PITNER					
		I-201202223393	02 -5871207	CLOTHING ALLO BOOT ALLOWANCE	058841	77.00
01-C00840	CRAWFORD & ASSOCIATES					
		I-6371	02 -5267302	CONSULTANTS CONSULT FEES-2011 AUDIT	058944	1,181.93
01-C00880	CULLIGAN WATER COND INC					
		I-MARCH 2012	02 -5974304	LAB TESTING WATER FOR SAMPLING & TEST	058945	24.00

PACKET: 07849 CLAIMS FOR 3/13/2012
 VENDOR SET: 01
 FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-E00265	ERMI ENVIRONMENTAL LABS					
		I-1200953	02 -5973304	LAB TESTING MONTHLY TESTING FEES	058953	189.47
		I-1200954	02 -5973304	LAB TESTING MONTHLY TESTING FEES	058953	135.00
01-F00170	FIRST NATIONAL BANK					
		I-03252012-#134	02 -5864510	LEASE PAYMENT CATERPILLAR & COMPACTOR	058959	8,524.37
		I-201203053453	02 -5866510	LEASE PURCHAS YRLY LOAN PMT-2-FREIGHTLINERS	058959	56,139.24
01-I00020	I B T, INC					
		I-5762373	02 -5974203	REPAIRS & MAI HUB FOR #3 FINISH MOTOR	058963	555.80
01-I00110	IMPRESS OFFICE SUPPLY					
		I-033649	02 -5972202	OPERATING SUP MISC OFFICE SUPPLIES	058966	22.95
01-I00120	TYLER TECHNOLOGIES					
		I-201203023449	02 -5216336	FEES MONTHLY SUPPORT FEES-UB&C	058967	293.16
01-L00428	LOWE'S CREDIT SERVICES					
		I-02752	02 -5973316	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	058976	38.24
		I-07484	02 -5974203	REPAIRS & MAI MISC SUPPLIES AS NEEDED	058976	88.15
		I-07986	02 -5974203	REPAIRS & MAI MISC SUPPLIES AS NEEDED	058976	89.91
		I-09663	02 -5974203	REPAIRS & MAI MISC SUPPLIES AS NEEDED	058976	42.09
		I-901590	02 -5973316	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	058977	55.41
		I-909194	02 -5974203	REPAIRS & MAI MISC SUPPLIES AS NEEDED	058977	98.12
		I-909457	02 -5974203	REPAIRS & MAI MISC SUPPLIES AS NEEDED	058977	47.72
01-M00304	MESHER & ASSOC. INC					
		I-#003	02 -5871302	CONSULTANTS PHASE II STORMWATER PGM	058979	4,774.99
01-M00532	MISTY VALLEY WATER CO.					
		I-70629	02 -5866230	RECYCLING CEN OPEN PO FOR WATER FOR	058980	14.67
		I-70953	02 -5866230	RECYCLING CEN OPEN PO FOR WATER FOR	058980	14.67
01-N00347	MEHLBURGER BRAWLEY, INC					
		I-MC-09-02-13	02 -5974401	CAPITAL OUTLA WTP FILTER: CLEARWELL IMP	058987	1,439.00
01-O00075	O'REILLY AUTO PARTS					
		I-0230-401391	02 -5973203	REPAIRS & MAI OPEN PO FOR MISC PARTS	058989	74.90
		I-0230-401683	02 -5973203	REPAIRS & MAI OPEN PO FOR MISC PARTS	058989	6.93
01-000275	OKLA DEPT OF COMMERCE					
		I-03352012-#8908	02 -5267521	CDBG LOAN #89 CDBG - EDIF #8908	058992	1,145.83
01-000527	OKLA TRAFFIC ENGINEERIN					
		I-2011/12 DUES	02 -5871331	EMPLOYEE TRAV YRLY MEMBERSHIP DUES	058994	25.00
01-000556	OMAG-OK MUNICIPAL ASSUR					
		I-4TH QTR PAYMENT	02 -5267321	AUTO INSURANC AUTO-MPWA	058996	7,396.10
		I-4TH QTR PAYMENT	02 -5267322	LIABILITY INS LIABILITY-MPWA	058996	2,082.01

PACKET: 07849 CLAIMS FOR 3/13/2012

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00310	FITNEY BOWES INC	I-321916	02 -5216202	OPERATING SUP SEALER FOR ENVELOPES	059002	93.99
01-P00420	POSTMASTER	I-11-02084	02 -5216317	POSTAGE PRESORT YRLY FEES	059005	380.00
01-R00090	RAM INC	I-43244	02 -5974212	FUEL EXPENSE 300 GAL DIESEL FOR WTP	059009	981.80
01-S00530	SOUTHWEST CHEMICAL SERV	I-93873	02 -5974206	CHEMICALS CAUSTIC FOR WTP USE	059020	5,210.48
01-S00710	STANDARD MACHINE LLC	I-224168	02 -5974203	REPAIRS & MAI LABOR TO REBUILD VALVE	059021	325.00
01-S00726	STAPLES ADVANTAGE	I-24460	02 -5974203	REPAIRS & MAI OFFICE SUPPLIES FOR DEQ	059022	97.50
01-T00473	TONY'S REFRIGERATION, I	I-1093	02 -5974316	REPAIRS & MAI CTRL BD REPLACEMENT	059029	1,144.00
01-U00070	ULTRA-CHEM, INC.	I-1046322	02 -5973203	REPAIRS & MAI RUST REMOVER	059034	239.62
01-U00128	UNITED PACKAGING & SHIP	I-105948	02 -5973316	REPAIRS & MAI OPEN PO FOR SHIPPING	059035	70.89
		I-106596	02 -5973316	REPAIRS & MAI OPEN PO FOR SHIPPING	059035	28.73
01-V00082	VERONICA BOATRIGHT	I-016	02 -5216302	CONSULTANTS CONSULTING FEE-MARCH	059036	450.00
01-W00040	WALMART COMMUNITY BRC	I-004141	02 -5216202	OPERATING SUP OFFICE SUPPLIES	059038	47.00
01-W00130	WATER PRODUCTS	I-0902310-IN	02 -5974316	REPAIRS & MAI 1/3 HP MTR - #445 FILTERS	059040	2,500.00
01-W00194	WELCH STATE BANK	I-201203053454	02 -5975523	LEASES/LOANS YRLY LOAN FMT-JD BACKHOE	059041	18,864.82
01-W00465	WORTH HYDROCHEM OF OKLA	I-29321NV	02 -5974203	REPAIRS & MAI ACTUATOR MTRS FOR FILTERS	059042	937.50
		I-30081N1	02 -5974316	REPAIRS & MAI REPAIRS TO ACTIVATOR VALV	059042	2,000.00
01-Z00010	ZEE MEDICAL INC	I-0021976390	02 -5974203	REPAIRS & MAI FIRST AID SUPPLIES	059045	97.55
			FUND 02 MPWA	TOTAL:		272,675.07

PACKET: 07849 CLAIMS FOR 3/13/2012

VENDOR SET: 01

FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00170	FIRST NATIONAL BANK					
		I-03052012-#119817	03 -5676511	FNB LOAN #119 LOAN #119817 - AIRPORT AUTH	058959	2,510.00
01-030556	OMAG-OK MUNICIPAL ASSUR					
		I-4TH QTR PAYMENT	03 -5876321	AUTO INSURANC AUTO - AIRPORT	058996	271.09
		I-4TH QTR PAYMENT	03 -5876322	INSURANCE/BON LIABILITY-AIRPORT	058996	28.11
			FUND 03	AIRPORT AUTHORITY	TOTAL:	2,809.20

PACKET: 07849 CLAIMS FOR 3/13/2012

VENDOR SET: 01

FUND : 08 NUTRITION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
	SHEILA YOUNG	I-201202293421	08 -5549207	CLOTHING ALLO SHEILA YOUNG: SOOT ALLOWANCE	058888	95.00
01-A00276	A LEROY DICK					
		I-201203023436	08 -5549308	CONTRACT SERV MILEAGE REIMB FOR MEAL DEL	058919	90.47
01-D00213	DEBBIE COMPTON					
		I-201203023437	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	058947	150.00
		I-201203023438	08 -5549308	CONTRACT SERV MILEAGE REIMB FOR MEAL DEL	058947	132.65
01-E00297	EMMA E. BELLIS					
		I-201203023434	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	058951	135.00
		I-201203023435	08 -5549308	CONTRACT SERV MILEAGE REIMB FOR MEAL DEL	058951	99.90
01-000556	OMAG-OK MUNICIPAL ASSUR					
		I-4TH QTR PAYMENT	08 -5549321	AUTO INSURANC AUTO - NUTRITION	058996	795.44
		I-4TH QTR PAYMENT	08 -5549322	LIABILITY INS LIABILITY-NUTRITION	058996	354.64
01-S00580	AT & T					
		I-201202223396	08 -5549318	TELEPHONE UTI PHONE UTIL-NUTRITION	058843	149.18
			FUND 08 NUTRITION	TOTAL:		2,002.28

PACKET: 07849 CLAIMS FOR 3/13/2012

VENDOR SET: 01

FUND : 27 TOURISM FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-MC0134	MCALESTER MAIN STREET					
		I-201203023432	27 -5655353	MAIN STREET P CONTRACT SERVICE-FEB 2012	058982	1,050.00
01-P00345	PITTS. COUNTY REGIONAL					
		I-11-02095	27 -5655356	PITTSBURG REG CONTRIBUTION PER COUNCIL	058896	10,000.00
01-P00450	PRIDE IN MCALESTER					
		I-201203023431	27 -5655352	MISC PRIDE IN CONTRACT SERVICES-FEB 2012	059006	2,300.00
			FUND 27	TOURISM FUND	TOTAL:	13,350.00

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00633	ANGELIA P. BARROWS						
		I-11-02063	28	-5654306	CONTRACT SERV GATE KEEPER FEE-OSSAA	058922	75.00
01-B00192	BEN F. KEITH						
		1-01683690	28	-5654210	CONCESSION SU CONCESSION SUPPLIES	058930	91.75
		1-01684992	28	-5654210	CONCESSION SU CONCESSION SUPPLIES	058930	1,453.23
01-C00660	CONSIGNMENT EXCHANGE						
		I-202012	28	-5654202	OPERATING SUP CHAIR FOR TICKET BOOTH	058940	50.00
01-C00823	COUNTRY MART						
		I-42906138109	28	-5654210	CONCESSION SU CONCESSION SUPPLIES	058943	20.46
		I-4290620104	28	-5654210	CONCESSION SU CONCESSION SUPPLIES	058943	11.16
		I-4290651109	28	-5654210	CONCESSION SU CONCESSION SUPPLIES	058943	34.41
01-D00006	D & D ELEVATOR INC						
		I-11993	28	-5654316	REPAIRS & MAINT ELEVATOR MAINT SVS CONT.	058946	200.00
01-L00078	LAMBERT MECHANICAL INC						
		I-120105	28	-5654316	REPAIRS & MAINT EMER HEAT REPAIRS-EXPO	058973	558.81
01-L00351	LITTLE CAESARS PIZZA						
		I-926026	28	-5654224	CATERING OSSAA HOSPITALITY	058975	82.00
01-L00428	LOWE'S CREDIT SERVICES						
		I-909590	28	-5654203	REPAIR & MAINT VACCUUM	058977	26.70
01-O00556	OMAG-OK MUNICIPAL ASSUR						
		I-4TH QTR PAYMENT	28	-5654321	AUTO INSURANC AUTO - EXPO	058996	320.62
		I-4TH QTR PAYMENT	28	-5654322	LIABILITY INS LIABILITY-EXPO	058996	325.08
01-P00076	PAMELA M. KERNS						
		I-11-02062	28	-5654308	CONTRACT SERV SCOREKEEPER FEE-OSSAA	058997	125.00
01-P00082	PARADISE DONUTS						
		I-756764	28	-5654210	CONCESSION SU HOSPITALITY SUPPLIES	058999	34.50
01-P00210	PEPSI COLA						
		I-193187	28	-5654210	CONCESSION SU CONCESSION SUPPLIES	059000	160.00
		I-193187	28	-5654210	CONCESSION SU CONCESSION SUPPLIES	059000	220.00
		I-193294	28	-5654210	CONCESSION SU CONCESSION SUPPLIES	059000	830.00
01-P00510	PRO-KIL, INC						
		I-64605	28	-5654203	REPAIR & MAINT MONTHLY PEST CONTROL	059007	365.00
01-P00560	PUBLIC SERVICE/AEP						
		I-201202293423	28	-5654313	ELECTRIC UTIL ELECT UTIL-EXPO	058894	4,764.07
		I-201202293423	28	-5654313	ELECTRIC UTIL ELECT UTIL-EXPO RV	058894	41.14

PACKET: 07849 CLAIMS FOR 3/13/2012

VENDOR SET: 91

FUND : 26 SE EXPO CENTER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-500065	SANDRA SMITH					
		I-11-02060	28 -5654308	CONTRACT SERV SCOREKEEPER FEES-OSSAA	059017	75.00
01-500726	STAPLES ADVANTAGE					
		I-10400	28 -5654202	OPERATING SUP MISC OFFICE SUPPLIES	059022	33.48
01-T00368	TIMOTHY W TURNER					
		I-11-02061	28 -5654308	CONTRACT SERV SCOREKEEPER FEE-OSSAA	059026	50.00
01-W00040	WALMART COMMUNITY BRC					
		I-008383	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	059036	163.10
		I-02661	28 -5654224	CATERING CATERING SUPPLIES	059038	285.94
		I-04512	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	059038	248.14
		I-07396	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	059038	203.14
		I-08063	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	059038	162.34
		I-08064	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	059038	133.57
01-W00474	WALKER STEWART					
		I-11-02064	28 -5654308	CONTRACT SERV ANNOUNCER FEE-OSSAA	059043	125.00
			FUND 26 SE EXPO CENTER	TOTAL:		11,248.64

PACKET: 07849 CLAIMS FOR 3/13/2012

VENDOR SET: 01

FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00144	COMPUTER PROJECTS OF IL					
		I-12-01-52ME	29 -5324202	OPERATING SUP COMPUTER MAINT FOR OLETS	058936	300.00
		I-12-01-52ME	29 -5324202	OPERATING SUP SECURITY TOKENS	058936	300.00
01-000556	OMAG-OK MUNICIPAL ASSUR					
		I-4TH QTR PAYMENT	29 -5324321	AUTO INSURANC AUTO - 911	058996	320.62
		I-4TH QTR PAYMENT	29 -5324322	LIABILITY INS LIABILITY-911	058996	206.87
01-S00726	STAPLES ADVANTAGE					
		I-3169360861	29 -5324202	OPERATING SUP INK CARTRIDGES-DISPATCH	059022	218.61
			FUND 29 E-911		TOTAL:	1,346.10

PACKET: 07849 CLAIMS FOR 3/13/2012

VENDOR SET: 01

FUND : 30 ECONOMIC DEVELOPMENT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-L00079	LANDPLAN CONSULTANTS, I					
		I-INV #5	30 -5652302	CONSULTANTS CITYWIDE TRAIL-MSTR PLAN	058974	3,650.00
01-M00270	MPOWER ECONOMIC DEVELOP					
		I-201203023448	30 -5211360	ECONOMIC DEVE CONTRACT SERVICES-FEB 2012	058978	15,389.41
01-M00134	MCALESTER MAIN STREET					
		I-201203023432	30 -5211353	MAIN STREET P CONTRACT SERVICE-FEB 2012	058982	1,050.00
01-N00338	NORTHERN ESCROW, INC.					
		I-PAY REQ #2	30 -5652401	CAPITAL OUTLA ELKS ROAD IMPROVEMENTS	058986	61,132.14
01-N00347	MEHLBURGER BRAWLEY, INC					
		I-MC-11-01-06	30 -5652350	BUSINESS DEVE ENG FEES-ELKS RD PROJECT	058987	4,050.00
		I-MC-11-05-03	30 5211405	8 INCH WATER 8" WATER MAIN PROJECT	058987	399.00
01-000275	OKLA DEPT OF COMMERCE					
		I-03052012-#12248	30 -5211510	CDBG / EDIF D CDBS - EDIF CONT #12248	058991	282.50
01-P00450	PRIDE IN MCALESTER					
		I-201203023431	30 -5211352	MISC PRIDE IN CONTRACT SERVICES-FEB 2012	059006	2,300.00
01-R00464	ROBISON INTERNATIONAL,					
		I-FEB 2012	30 -5211361	LOBBYING SERV CONTRACT FOR LOBBYING SVS	059013	2,000.00
FUND 30 ECONOMIC DEVELOPMENT					TOTAL:	90,253.05

PACKET: 07849 CLAIMS FOR 3/13/2012

VENDOR SET: 01

FUND : 32 GIFTS & CONTRIBUTIONS

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-H00230	HONEY CREEK NURSERY					
		I-4032	32 -5215203	EXPENSE FOR P TREES FOR PARKS-DONATION	058962	690.00
		I-4035	32 -5215203	EXPENSE FOR P TREES FOR CEMETERY GRDS	058962	1,666.00
01-P00270	GONZALES CEMENT CONSTRU					
		I-4227	32 -5215405	CAPITAL OUTLA SIDE WALK REPAIRS	059001	1,832.50
01-R00498	PAINTER'S PRIDE					
		I-11-02091	32 -5215405	CAPITAL OUTLA PAINT HC PARKING SPCS	059015	250.00
		I-SMT 2012	32 -5215405	CAPITAL OUTLA LABOR TO PAINT HC PARKING	059015	250.00
FUND 32 GIFTS & CONTRIBUTIONS					TOTAL:	4,708.50

PACKET: 07849 CLAIMS FOR 3/13/2012

VENDOR SET: 01

FUND : 33 CDBG GRANTS FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-N00347	MEHLBURGER BRAWLEY, INC	1-MC-11-33-04	33 -5871513	2010 CDBG PRO CONSULTANT FEES-2010 CDBG	058987	898.50
			FUND	33 CDBG GRANTS FUND	TOTAL:	898.50

PACKET: 07849 CLAIMS FOR 3/13/2012

VENDOR SET: 01

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
	GLEN GILMORE	I-201202223391	35 -5862207	CLOTHING ALLO GLEN GILMORE: BOOT ALLOWANCE	058837	95.00
01-A00770	AUTO PARTS CO					
	I-897845	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	058924	14.29	
	I-898675	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	058924	56.79	
	I-898783	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	058924	58.44	
	I-898866	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	058924	69.43	
	I-898925	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	058924	74.10	
	I-898960	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	058924	35.08	
	I-899030	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	058924	8.33	
	I-899048	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	058924	15.39	
	I-899120	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	058924	39.90	
	I-899132	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	058924	189.89	
	I-899286	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	058924	11.33	
	I-899306	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	058924	93.44	
	I-899325	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	058924	83.20	
	I-899370	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	058924	35.68	
	I-899374	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	058925	137.57	
	I-899513	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	058925	41.10	
	I-899598	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	058925	166.77	
	I-899599	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	058925	24.84	
	I-899726	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	058925	95.95	
	I-899765	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	058925	17.09	
	I-899826	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	058925	243.29	
	I-899924	35 -5862203	REPAIRS & MAI MISC PARTS AS NEEDED	058925	252.58	
01-B00043	B & S SUPPLY, INC.					
	I-61750	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	058926	184.82	
01-B00150	BFALES GOODYEAR TIRES					
	I-MC-192066	35 -5862202	REPAIRS & MAI TIRE FOR W-9 BACKHOE	058927	294.00	
	I-MC-192327	35 -5862203	REPAIRS & MAI 6 TIRES FOR MEDIC 4 FMS	058927	633.96	
	I-MC-192338	35 -5862203	REPAIRS & MAI TIRES FOR STOCK	058927	840.00	
01-G00490	GRISCOM IMPLEMENT INC					
	I-250539	35 -5862203	REPAIRS & MAI OPEN PO FOR MISC PARTS	058961	186.15	
01-K00190	YELLOWHOUSE MACHINERY C					
	I-905048	35 -5862203	REPAIRS & MAI PARTS FOR W-9 BACKHOE	058971	552.84	
	I-903090	35 -5862203	REPAIRS & MAI PARTS FOR W-9 BACKHOE	058971	552.84	
01-K00270	KIRBY-SMITH MACHINERY,					
	I-T07144	35 -5862203	REPAIRS & MAI OIL FILTERS FOR GRADALL	058972	161.60	
01-N03271	NIX FORD MERCURY INC.					
	I-133275	35 -5862203	REPAIRS & MAI OPEN PO FOR MISC REPAIRS	058985	38.50	
	I-133297	35 -5862203	REPAIRS & MAI OPEN PO FOR MISC REPAIRS	058985	35.50	
	I-133299	35 -5862203	REPAIRS & MAI OPEN PO FOR MISC REPAIRS	058985	35.50	

PACKET: 07849 CLAIMS FOR 3/13/2012

VENDOR SET: 03

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-N00271	NIX FORD MERCURY INC.		continued			
		I-133369	35 -5862203	REPAIRS & MAI OPEN PO FOR MISC REPAIRS	056985	29.50
01-000075	O'REILLY AUTO PARTS					
		I-0230-403529	35 -5862205	PETROLEUM PRO COOLANT AND ADDITIVES	056989	710.98
01-R00090	RAM INC					
		I-31293-A	35 -5962205	PETROLEUM PRO PROPANE FOR ALL DEPTS	059009	30.00
01-S00719	STANDARD MACHINE LLC					
		I-224092	35 -5862203	REPAIRS & MAI REPAIRS TO PARKS TRASH PU	059021	240.00
		I-224201	35 -5862203	REPAIRS & MAI PARTS FOR REPAIR TO W-6	059021	1,450.00
		I-224293	35 -5862203	REPAIRS & MAI REPAIRS TO CAT LOADER	059021	3,320.00
01-S00726	STAPLES ADVANTAGE					
		I-12003	35 -5862202	OPERATING SUP MISC OFFICE SUPPLIES	059022	222.33
01-T00141	TEXAS REFINERY CORP					
		I-883403	35 -5862205	PETROLEUM PRO FLUIDS FOR LF EQUIPMENT	059024	2,189.00
01-W00072	WARREN CAT					
		I-10Q100982	35 -5862203	REPAIRS & MAI PARTS FOR S-36 CRT LOADER	059039	523.62
		I-W0150031143	35 -5862203	REPAIRS & MAI REPAIRS ON D7R CAT	059039	2,890.82
			FUND 35 FLEET MAINTENANCE	TOTAL:		16,961.44

PACKET: 07849 CLAIMS FOR 3/13/2012

VENDOR SET: 01

FUND : 41 CIP FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00170	FIRST NATIONAL BANK	J-03052012-#137	41 -5865510	LEASE PAYMENT LEASE PAYMENT ON DORAPATCHER	058959	3,378.84
01-N00271	NIX FORD MERCURY INC.	I-11-02102	41 -5975404	CAPITAL OUTLA 2012 FORD PICKUP	058898	17,296.00
01-N00347	MEHLBURGER BRAWLEY, INC	I-MC-11-04-04	41 -5975405	12 INCH WATER 12" WATER MAIN PROJECT	058987	3,679.00
01-P00326	PITTARD CONSTRUCTION CO	I-PMT #2	41 -5215402	HWY 69 UTILIT HWY 69 UTILITY RELOCATE	059003	23,451.62
01-T00494	TRAFFIC ENGINEERING CON	I-8197	41 -5865405	CAPITAL OUTLA SIGNAL DESIGN FEE	059030	6,000.00
01-W00465	WORTH HYDROCHEM OF OKLA	I-41761N1	41 -5975403	CAPITAL PROJE NEW SCADA SYSTEM	059042	13,553.00
			FUND 41 CIP FUND	TOTAL:		67,358.46
				REPORT GRAND TOTAL:		586,915.58

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2011-2012	01 -5101355	OIL-OK FOR INDEPENDENT LIV	1,840.00	22,080	7,360.00		
	01 -5210302	CONSULTANTS/LABOR RELATION	2,445.00	90,000	7,743.61		
	01 -5210330	DUES & SUBSCRIPTIONS	50.00	2,300	96.50		
	01 -5211202	OPERATING SUPPLIES	559.09	6,200	2,252.21		
	01 -5212202	OPERATING SUPPLIES	361.09	3,650	1,340.98		
	01 -5212317	ADVERTISING & PRINTING	18.75	3,700	2,014.46		
	01 -5213336	FEES	200.00	3,000	1,400.00		
	01 -5214302	CONSULTANTS	6,731.20	155,200	23,699.63		
	01 -5215312	EQUIPMENT RENTALS	1,801.93	36,600	4,059.44		
	01 -5215313	ELECTRIC UTILITY	859.12	360,000	149,876.65		
	01 -5215314	GAS UTILITY	69.35	15,000	13,743.59		
	01 -5215315	TELEPHONE UTILITY	222.49	55,000	36,131.92		
	01 -5215321	AUTO INSURANCE	25,176.56	85,000	9,476.79		
	01 -5215322	LIABILITY INSURANCE/BONDS	7,199.00	137,000	35,494.61		
	01 -5225331	EMPLOYEE TRAVEL & TRAINING	213.55	6,000	3,458.95		
	01 -5225349	SOFTWARE MAINTENANCE	200.00	36,255	1,076.90		
	01 -5320202	OPERATING EXPENSE	75.97	3,000	1,357.37		
	01 -5321202	OPERATING SUPPLIES	261.74	13,500	4,652.59		
	01 -5321308	CONTRACTED SERVICES	152.27	15,000	4,620.00		
	01 -5321324	SWAT	1,245.00	10,000	767.65- Y		
	01 -5321331	EMPLOYEE TRAVEL & TRAINING	509.74	7,500	1,976.02		
	01 -5321310	LEASE PAYMENTS	3,185.00	62,220	14,755.00		
	01 -5324202	OPERATING SUPPLIES	221.25	2,000	821.32		
	01 -5431202	OPERATING SUPPLIES	429.05	15,000	5,829.69		
	01 -5433204	SMALL TOOLS	450.10	7,400	5,881.90		
	01 -5431207	CLOTHING ALLOWANCE	524.94	18,500	2,442.82		
	01 -5431316	REPAIRS & MAINTENANCE	101.78	7,500	4,391.05		
	01 -5431328	INTERNET SERVICE	125.90	2,800	1,289.20		
	01 -5431331	EMPLOYEE TRAVEL & TRAINING	3,154.58	10,500	1,498.12		
	01 -5432202	OPERATING SUPPLIES	1,391.71	19,500	2,253.19		
	01 -5432203	REPAIR & MAINT SUPPLIES	24.96	7,500	3,755.33		
	01 -5432316	REPAIRS & MAINTENANCE	85.03	6,000	4,347.76		
	01 -5432330	DUES & SUBSCRIPTIONS	85.00	1,500	115.00		
	01 -5542202	OPERATING SUPPLIES	641.92	5,000	1,577.00		
	01 -5542203	REPAIRS & MAINT SUPPLIES	1,130.80	57,600	10,812.83		
	01 -5542206	CHEMICALS	527.01	18,148	15,276.04		
	01 -5542207	CLOTHING ALLOWANCE	95.00	2,750	63.87- Y		
	01 -5542306	REPAIRS & MAINTENANCE	950.00	18,000	5,736.51		
	01 -5542358	TREE BOARD/TREES	3,618.00	4,500	309.00		
	01 -5544203	REPAIRS & MAINTENANCE SUPP	62.98	4,500	2,650.66		
	01 -5544308	CONTRACT LABOR	1,485.00	29,600	19,238.00		
	01 -5547203	REPAIRS & MAINT SUPPLIES	375.23	12,000	4,838.48		
	01 -5547206	CHEMICALS	98.00	4,100	3,383.90		
	01 -5548203	REPAIRS & MAINTENANCE SUPP	1,683.96	50,000	4,110.16		
	01 -5548311	PARKING RENTAL	375.00	4,500	0.00		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	*****LINE ITEM*****		*****GROUP BUDGET*****	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
01	-5548316	REPAIRS & MAINTENANCE	4,950.00	21,600	6,752.59		
01	-5548317	ELEVATOR REPAIR/MAINTENANC	400.00	5,000	200.00		
01	-5652330	DUES & SUBSCRIPTIONS	35.00	1,500	1,081.00		
01	-5653202	OPERATING SUPPLIES	79.98	2,800	644.75		
01	-5653213	SAFETY SUPPLIES	190.57	14,600	1,209.42		
01	-5653215	AWARDS PROGRAM	125.00	9,000	1,544.90		
01	-5653317	ADVERTISING & PRINTING	91.80	1,400	314.20		
01	-3653331	EMPLOYEE TRAVEL & TRAININ	199.00	2,000	1,026.72		
01	-5653340	DRUG TESTING/PHYSICALS	600.00	15,000	1,810.05		
01	-3665202	OPERATING SUPPLIES	33.57	4,000	1,792.61		
01	-5865203	REPAIR & MAINT SUPPLIES	2,252.27	75,000	631.98		
01	-5865210	STREET REPAIRS & MAINTENAN	21,130.28	264,000	63,568.47		
01	-5865320	INTERNET SERVICE	62.95	1,510	165.55		
02	-5216202	OPERATING SUPPLIES	290.99	18,300	8,136.74		
02	-5216207	CLOTHING ALLOWANCE	66.80	1,000	49.29		
02	-5216302	CONSULTANTS	450.00	5,400	450.00		
02	-5216317	POSTAGE	380.02	45,000	8,370.00		
02	-5216336	FEES	293.16	4,500	2,154.72		
02	-5267332	CONSULTANTS	1,181.93	25,000	953.02		
02	-5267321	AUTO INSURANCE - FLEET	7,396.10	30,000	7,811.70		
02	-5267322	LIABILITY INSURANCE/BONDS	2,082.01	51,000	13,842.23		
02	-3267521	CDBG LOAN #8908	1,145.93	13,750	3,427.53		
02	-58664510	LEASE PAYMENTS	8,524.37	102,293	25,578.67		
02	-5866230	RECYCLING CENTER EXPENSE	29.34	7,000	5,200.00		
02	-5866306	CONTRACTED REFUSE SERVICES	144,588.74	1,773,612	782,402.52		
02	-5866510	LEASE PURCHASE	56,139.24	56,140	0.76		
02	-5871207	CLOTHING ALLOWANCE	77.00	500	74.00- Y		
02	-5871302	CONSULTANTS	4,774.99	88,000	25,235.28		
02	-5871331	EMPLOYEE TRAVEL & TRAININ	25.00	3,300	1,945.00		
02	-5972202	OPERATING SUPPLIES	22.95	2,500	1,955.54		
02	-5973203	REPAIRS & MAINT SUPPLIES	792.40	85,000	23,505.93		
02	-5973304	LAB TESTING	324.47	38,100	11,289.75		
02	-5973316	REPAIRS & MAINTENANCE	193.27	45,000	18,803.07		
02	-5973320	INTERNET SERVICE	62.95	750	246.40		
02	-5974203	REPAIRS & MAINT SUPPLIES	2,722.71	63,000	857.60		
02	-5974206	CHEMICALS	11,962.94	401,200	46,042.81		
02	-5974212	FUEL EXPENSE	981.80	12,344	2,605.28		
02	-5974304	LAB TESTING	2,129.00	35,000	11,869.05		
02	-5974316	REPAIRS & MAINTENANCE	5,644.00	60,000	3,641.19		
02	-5974401	CAPITAL OUTLAY	1,499.00	0	55.00- Y		
02	-5975230	SEWER MAIN REPAIR	9.26	36,750	12,318.29		
02	-5975523	LEASES/LOANS	18,864.82	18,865	0.18		
03	-5876321	AUTO INSURANCE	271.09	1,200	386.73		
03	-5876322	INSURANCE/BONDS	28.11	19,540	8,072.23		
03	-5876511	FNB LOAN #119817 PAYMENTS	2,510.00	30,300	9,170.24		

** 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 -5549207	CLOTHING ALLOWANCE	95.00	1,000	29.98-	Y	
	08 -5549308	CONTRACT SERVICES	608.02	17,000	7,221.79		
	08 -5549315	TELEPHONE UTILITY	149.18	2,400	686.85		
	08 -5549321	AUTO INSURANCE	795.44	2,400	13.70		
	08 -5549322	LIABILITY INSURANCE/BONDS	354.64	4,870	2,210.03		
	27 -5655352	MISC PRIDE IN MCALESTER	2,300.00	27,600	9,200.00		
	27 -5655353	MAIN STREET PROGRAM	1,050.00	12,600	4,200.00		
	27 -5655356	PITTSBURG REGIONAL EXPO AU	10,000.00	10,000	0.00		
	28 -5654202	OPERATING SUPPLIES	63.48	5,000	3,415.86		
	28 -5654203	REPAIR & MAINT SUPPLIES	391.70	20,000	3,263.37		
	28 -5654210	CONCESSION SUPPLIES	3,765.80	35,000	12,022.15		
	28 -5654224	CATERING	367.94	1,000	421.70		
	28 -5654308	CONTRACT SERVICES	450.00	4,500	2,411.98		
	28 -5654313	ELECTRIC UTILITY	4,805.21	65,000	18,855.79		
	28 -5654316	REPAIRS & MAINTENANCE	758.81	22,000	7,814.99		
	28 -5654321	AUTO INSURANCE	320.62	1,300	336.53		
	28 -5654322	LIABILITY INSURANCE/BONDS	325.08	30,168	6,276.99		
	29 -5324202	OPERATING SUPPLIES	818.61	5,000	465.00		
	29 -5324321	AUTO INSURANCE	320.62	1,300	338.14		
	29 -5324322	LIABILITY INSURANCE/BONDS	206.87	3,300	1,454.62		
	30 -5211352	MISC PRIDE IN MCALESTER	2,300.00	27,600	9,200.00		
	30 -5211353	MAIN STREET PROGRAM	1,050.00	12,600	4,200.00		
	30 -5211360	ECONOMIC DEVELOP. SERVICES	15,389.41	199,452	70,336.72		
	30 -5211361	LOBBYING SERVICES	2,000.00	24,300	2,000.00		
	30 -5211405	8 INCH WATER MAIN-TAYLOR I	399.00	135,150	115,650.00		
	30 -5211510	CDBG / EDIF DURALINE LOAN	282.50	3,390	847.50		
	30 -5652302	CONSULTANTS	3,650.00	135,000	89,000.00		
	30 -5652350	BUSINESS DEVELOPMENT EXPEN	4,050.00	67,000	10,400.00-	Y	
	30 -5652401	CAPITAL OUTLAY	61,132.14	602,000	102,719.00		
	32 -5215203	EXPENSE FOR PARKS (TREES)	2,376.00	385	3,139.79-	Y	
	32 -5215405	CAPITAL OUTLAY ADA COMPLIA	2,332.50	36,639	1,063.74		
	33 -5871513	2010 CDBG PROJECT	898.50	148,000	125,000.00		
	35 -5862202	OPERATING SUPPLIES	222.33	2,000	73.64		
	35 -5862203	REPAIRS & MAINTENANCE SUPP	13,734.13	378,972	109,874.74		
	35 -5862205	PETROLEUM PRODUCTS	2,929.98	30,600	540.58		
	35 -5862207	CLOTHING ALLOWANCE	95.00	1,500	276.94-	Y	
	41 -5215402	HWY 69 UTILITY RELOCATE	23,451.62	748,715	44,892.50-	Y	
	41 -5865405	CAPITAL OUTLAY	6,000.00	160,000	145,000.00		
	41 -5865510	LEASE PAYMENTS	3,378.84	40,547	10,137.44		
	41 -5975403	CAPITAL PROJECTS	13,553.00	29,403	4,529.00-	Y	
	41 -5975404	CAPITAL OUTLAY	17,296.00	299,071	704.00		
	41 -5975405	12 INCH WATER MAIN- TAYLOR	3,679.00	308,970	271,070.00		
	** 2011-2012 YEAR TOTALS **		586,915.58				

NO ERRORS

** END OF REPORT **

PACKET: 07849 CLAIMS FOR 3/13/2012

VENDOR SET: 01

BANK : FNB FIRST NATIONAL BANK

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

FUND	PERIOD	AMOUNT
01	2/2012	416.22CR
01	3/2012	102,868.12CR
02	2/2012	163.80CR
02	3/2012	272,511.27CR
03	3/2012	2,809.20CR
08	2/2012	149.18CR
08	3/2012	1,853.10CR
27	3/2012	13,350.00CR
28	3/2012	11,248.64CR
29	3/2012	1,346.10CR
30	3/2012	90,253.05CR
32	3/2012	4,708.50CR
33	3/2012	898.50CR
35	2/2012	95.00CR
35	3/2012	16,886.44CR
41	3/2012	67,358.46CR
=====		
ALL		586,915.58CR

CIRRICULUM VITAE

Personal Data

Name: **Leroy M. Milton**
Date of birth: 10/01/1935
Marital status: Married

Home Address: 1835 Wood Road
McAlester, OK 74501
918 423-2195

Office Address: Warren Clinic
1401 E. Van Buren Avenue
McAlester, OK 74501

Education

1952-1955 Oklahoma State University

1955-1959 Oklahoma University, School of Medicine

Post Graduate Training

1959-1960 Internship in Internal Medicine; Oklahoma University
Health Science Center

1960-1963 Residency in Internal Medicine; Northwest University
Chicago, Illinois

Practice Experience

1963-1965 Internist, U.S. Air Force Hospital,
Shepard Field, Texas

1965-1998 McAlester Clinic, Inc; McAlester, Oklahoma
1998-present Warren Clinic; McAlester, Oklahoma

MASTER SERVICES AGREEMENT

Between

City of McAlester,
A Municipal Corporation

and

Southwestern Bell Telephone d/b/a AT&T OKLAHOMA

RESTRICTED - PROPRIETARY INFORMATION

The information contained herein is for use by authorized employees of the parties hereto only and is not for general distribution within or outside their respective companies.

Table of Contents

MASTER SERVICE AGREEMENT

Addendum 1 Central Managed 911 Service

Addendum 2 Frame Relay Service

Addendum 3 Database Service

Addendum 4 Network Service

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MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (the "Agreement") is made and entered into by and between City of McAlester, Oklahoma, A Municipal Corporation ("Customer"), and Southwestern Bell Telephone d/b/a AT&T OKLAHOMA ("AT&T OKLAHOMA") ("the parties").

INTRODUCTION

The parties hereby agree to amend the original Service Agreement for Universal Emergency Number Service (E9-1-1) entered into by the parties on or about February 26, 1998. The parties further agree that the following terms and conditions will govern AT&T OKLAHOMA's offering and Customer's purchase of certain E9-1-1 service, database management and network transport Services (collectively, the "Services") for use by Customer to provide Enhanced 9-1-1 service to telecommunications users in Pittsburg County, Oklahoma.

I. DESCRIPTION OF SERVICES, PRICING AND ADDENDA

AT&T OKLAHOMA agrees to provide Services as described herein and in executed Addenda attached hereto beginning at the time of execution of this Agreement unless otherwise agreed to by the parties. Whenever Customer desires AT&T OKLAHOMA to perform Services, Customer will request AT&T OKLAHOMA to prepare an Addendum describing the Services to be performed and the price for the Services. Each Addendum will reference and incorporate the terms of this Agreement. The Services specified in a particular Addendum together with the terms, conditions and prices at which said Services are to be performed are collectively referred to as the "Addendum".

If the terms set forth in an Addendum are acceptable, Customer will execute and return the Addendum to AT&T OKLAHOMA. Each Addendum will be completed pursuant to the terms of the applicable Addendum executed by the parties and the terms and conditions of this Agreement. If AT&T OKLAHOMA does not receive Customer's written acceptance of an Addendum within ten (10) days of Customer's receipt, the Addendum will be deemed rejected.

II. COMPENSATION

AT&T OKLAHOMA will bill Customer for Services performed in accordance with the price(s) stated on the applicable Addendum on a monthly basis, in advance,

or as stated in the applicable Addendum, if different. AT&T OKLAHOMA reserves the right to invoice incrementally, as predefined phases of the Addendum are completed. Payment terms are net thirty (30) days from date of invoice following installation.

III. INTERRUPTED OPERATION

Customer understands and agrees that AT&T OKLAHOMA does not guarantee uninterrupted operation of the Services sold hereunder. Suspension of operation of either E911 system may become necessary during maintenance of the Services.

IV. ERRANT SERVICE REQUEST

If within a 30 day period AT&T OKLAHOMA responds to a second request for Customer for service related to a problem(s) that does not involve the Services covered by this Agreement, AT&T OKLAHOMA will invoice Customer for a service call at AT&T OKLAHOMA's then prevailing standard rate and Customer agrees to pay such invoice within thirty (30) days of receipt. AT&T OKLAHOMA will not attempt to correct any problem that does not involve the Services provided pursuant to this Agreement.

V. TERMINATION OF AN ADDENDUM; SUSPENSION OF SERVICES

A. No Addendum may be terminated, suspended or canceled except as expressly permitted by this Agreement. Notwithstanding any other term or provision in this Agreement or in any Addendum to the contrary, either party may, at its election and upon written notice, terminate, suspend or cancel any Addendum or this Agreement without any further liability or obligation to the other party in the event that:

1. The other party is in material breach of or default under such Addendum, and such breach or default continues for a period of thirty (30) days after the giving of written notice by the party not in breach or default; or
2. Any federal, state or local governmental agency or regulatory body or a court or tribunal of competent jurisdiction renders or enters an Addendum, ruling, regulation, directive, decree or judgment which restricts or prohibits either party from continuing, impairs either party's ability to continue, or makes impractical or unduly expensive either party's continuance under such Addendum or this Agreement.

- B. Upon termination, Customer agrees to pay AT&T OKLAHOMA all amounts due for Services provided by AT&T OKLAHOMA up to and including the effective date of termination. Termination shall constitute a full and complete discharge of AT&T OKLAHOMA's obligations. Any Addendum in progress or requested prior to the termination of this Agreement will be completed and Customer agrees to reimburse AT&T OKLAHOMA for the Services performed and/or any material ordered by it. Customer acknowledges, however, that determining the precise damages that AT&T OKLAHOMA will incur due to Customer's early termination will be difficult and uncertain. Accordingly, Customer also agrees to pay AT&T OKLAHOMA an Early Termination Charge to compensate AT&T OKLAHOMA for the damages caused by Customer's early termination. Said termination charge shall be paid prior to the expiration of this Agreement. Unless the Addendum applicable to the terminated Service states otherwise, the Early Termination Charge that Customer shall pay shall be equal to Twenty Percent (20%) of the amount derived by multiplying the billed monthly price for the disconnected service by the months remaining in the Term of the Addendum hereto under which the terminated Service(s) have been provided. The Parties agree that the resulting amount reasonably approximates the value of the damages AT&T OKLAHOMA would incur in the event of Customer's early termination.
- C. Either party may terminate a Service, an entire Addendum and, if all Addenda are affected, this Agreement, upon thirty (30) day written notice setting forth the reason(s) for termination, if: (1) A regulatory agency requires any material modification of this Agreement or any Addendum which has a material negative effect on Customer; or (2) the other party fails to perform or observe any material term or condition of this Agreement and such failure is not remedied within thirty (30) business days following the breaching party's receipt of notice or thirty (30) days in the event of Customer's non-payment for the Services. Provided, however, if the alleged breach is of a type that cannot reasonably be remedied within thirty (30) business days, and AT&T OKLAHOMA starts work on a remedy within thirty (30) days, Customer cannot terminate for breach until and unless AT&T OKLAHOMA is unable to remedy the breach, and then shall give first a new thirty days' notice of its intent to terminate.
- D. Notwithstanding the foregoing, AT&T OKLAHOMA reserves the right to terminate this Agreement or any Addendum hereto for convenience upon one hundred & eighty days notice of its intent to do so, provided, however, that such termination for convenience may be made effective only on any annual anniversary date of the execution of this Agreement.
- E. **Appropriations; Funding.** Customer warrants that Customer has funds appropriated and available to pay all amounts due thereunder through the end of Customer's current fiscal period. In the event Customer is unable to

obtain the necessary appropriations or funding for Service under this Agreement or any Addendum, Customer may terminate the applicable Addendum, and if all Addenda are affected, this Agreement, without liability for the termination charges set forth in Section 8.5(b). Customer must provide AT&T thirty (30) days' written notice of its intent to terminate an Addendum under this Section. Termination of one or more Addenda for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available.

- F. **Leased Equipment.** In the event of an early termination of an equipment lease under this Agreement, where Customer pre-paid for the entire term, Customer shall be entitled to receive a pro rata portion of the pre-payment, subject to return of the equipment and subject to a 20% liquidated damages deduction.

VI. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITIES

- A. **AT&T OKLAHOMA DOES NOT WARRANT THAT THE SERVICES WILL OPERATE UNINTERRUPTED OR ERROR FREE OR PREVENT THIRD PARTY ACCESS TO CUSTOMER'S NETWORKS. EXCEPT FOR ANY EXPRESS WARRANTIES SET FORTH IN ANY ADDENDUM, THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND.**
- B. **AT&T OKLAHOMA HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, OBLIGATIONS OR LIABILITIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. IN NO EVENT SHALL AT&T OKLAHOMA BE LIABLE FOR ANY LOST PROFITS, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES OR OTHERWISE, INCLUDING DAMAGE TO PROPERTY AND, TO THE EXTENT PERMITTED BY LAW, DAMAGES FOR PERSONAL INJURY.**
- C. **AT&T OKLAHOMA SHALL NOT BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING ANY LOST PROFITS, LOSS OF BUSINESS INCOME OR REVENUES OR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE RELATED TO OR ALLEGED TO HAVE BEEN CAUSED BY THE ACTS OR OMISSIONS OF AT&T OKLAHOMA IN PROVIDING THE SERVICES HEREUNDER. IN NO EVENT WILL AT&T OKLAHOMA'S LIABILITY FOR DAMAGES CAUSED BY OR ARISING OUT OF ITS FAILURE TO PERFORM SERVICES IN A PROPER AND TIMELY MANNER EXCEED THE AMOUNT PAID BY CUSTOMER TO AT&T OKLAHOMA FOR SUCH MATERIAL AND SERVICES.**

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The information contained herein is for use by authorized employees of the parties hereto only and is not for general distribution within or outside their respective companies.

- G. IN NO EVENT SHALL AT&T OKLAHOMA BE LIABLE FOR LOST PROFITS, TOLL FRAUD, LOSS OF USE, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES, OR OTHERWISE, IN CONNECTION WITH SUCH EQUIPMENT OR SERVICES, EVEN WHEN AT&T OKLAHOMA HAS BEEN GROSSLY NEGLIGENT OR ENGAGED IN WILLFUL MISCONDUCT.**
- H. CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AGAINST AT&T OKLAHOMA, ITS AFFILIATES, AND THEIR DIRECTORS, OFFICERS AND EMPLOYEES FOR ANY LOSSES OR DAMAGES ARISING FROM ANY EQUIPMENT, SOFTWARE OR SERVICES PROVIDED BY AT&T OKLAHOMA, WHETHER IN CONTRACT OR IN TORT, SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE SERVICES. IN ANY EVENT, AT&T OKLAHOMA'S LIABILITY SHALL BE LIMITED TO THE AMOUNT SPECIFIED IN THE TARIFF OR THE AMOUNT PAID TO AT&T OKLAHOMA BY CUSTOMER UNDER THE APPLICABLE ADDENDUM AND SHALL NOT ENCOMPASS ANY DAMAGES DUE TO CAUSES BEYOND THE REASONABLE CONTROL OF AT&T OKLAHOMA OR ATTRIBUTABLE TO ANY SERVICE, PRODUCTS, OR ACTIONS OF ANY PERSON OTHER THAN AT&T OKLAHOMA, REGARDLESS OF THE FORM OF ACTION.**
1. Customer understands and agrees that AT&T OKLAHOMA's price reflects this limitation of liability and that this disclaimer is reasonable in all respects.
 2. In no event shall AT&T OKLAHOMA be responsible for the following:
 - a) Repair of damage due to Customer's failure to provide adequate electrical power or environmental conditions.
 - b) Repair of damages caused by misuse or neglect.
 - c) Repair of damages caused by Customer's existing wiring or damage to the existing wiring.
 - d) Repair of damage caused by accident and/or disaster, including but not limited to fire, flood, wind, lightning or water.
 - e) Repair of damage caused by the attachment of mechanical, electrical or electronic material or devices to the system that is not supplied by AT&T OKLAHOMA.
 - f) Repairs which are impractical for AT&T OKLAHOMA to render because of alterations in or attachments to the system.

- I. Upon Customer's request and at AT&T OKLAHOMA's option, AT&T OKLAHOMA will provide any of the foregoing Services at its then prevailing standard service rate therefore.

VII. NOTICES

Any notice or demand which under the terms of this Agreement or otherwise must or may be given or made by AT&T OKLAHOMA or Customer will be in writing and given or made by facsimile or similar communication or by certified or registered mail, return receipt requested, addressed to the respective parties as shown:

If to Customer: Customer Attn.: 911 Administrator
 Jim Liles
 28 E. Washington
 McAlester, OK 74501
 FAX: 918-426-6225

If to AT&T OKLAHOMA: Southwestern Bell Telephone, L.P. d/b/a
 AT&T OKLAHOMA
 405 N. Broadway Room 710-B
 (FAX: 405-278-3501)
 City, 73102
 Attn.: Area Manager 911 Public Safety

Such notice or demand will be deemed to be given or made when sent, if sent by facsimile or similar communication, or when deposited, postage prepaid, in the U.S. mail. The above addresses may be changed at any time by giving thirty (30) days' prior written notice as above provided.

VIII. TERM OF AGREEMENT

This Agreement will become effective after execution by both parties and remain in full force and effect for a sixty (60) month period or until terminated by either party upon thirty (30) days' prior written notice. If federal or state law prohibits Customer from executing any agreement for more than a one (1) year term, then the term of this agreement shall be deemed to be one (1) year and shall be

renewable each year for the term of this contract, after the expiration of the initial sixty (60) month term, thereafter unless terminated by either party.

IX. ADDENDUM TAKES PRECEDENCE OVER AGREEMENT

Any term in an Addendum that directly conflicts with this Agreement will be deemed to control with respect to Services provided pursuant to that Addendum.

X. ASSIGNMENT

Neither party may assign or transfer its rights or obligations under this Agreement except with the prior written consent of the other party, which consent will not be unreasonably withheld. Notwithstanding the foregoing, both parties will have the right to assign this Agreement to any present or future affiliate, subsidiary or parent corporation without securing consent, and may grant to any such assignee the same rights and privileges party enjoys under this Agreement. In addition, AT&T OKLAHOMA may subcontract any portion of the Services to be performed without the prior written approval of Customer.

XI. CHOICE OF LAW

This Agreement will be governed by and construed in accordance with the laws of Oklahoma and venue shall be established for all disputes as Pittsburgh County, Oklahoma. This Agreement is subject to the laws of Oklahoma pertaining to public indebtedness. In the event that it is determined by an administrative agency or court of law that this Agreement violates any laws, ordinances or regulations, either party shall have the option of terminating this Agreement with no further obligation to the other.

XII. CONFLICT OF INTEREST

Each party represents and warrants that no officer, director, employee or agent of the other party has been or will be employed, retained, paid a fee or otherwise has received or will receive, directly or indirectly, any personal compensation, "kickback" or any other consideration outside the specific terms of this Agreement in connection with or in contemplation of this Agreement or any future Addendum.

XIII. CURE

AT&T OKLAHOMA will not be deemed to be in default under any term of this Agreement or any Addendum executed pursuant to this Agreement, and Customer will not seek or be entitled to enforce any remedy for any claimed default, unless AT&T OKLAHOMA fails to cure or correct same within thirty (30) days following receipt of written notice from Customer.

XIV. FORCE MAJEURE

Neither AT&T OKLAHOMA nor Customer will be liable for any delay or failure to perform Services due to circumstances beyond its reasonable control including, by way of illustration only and not limitation, labor strikes, natural catastrophes, civil disturbances, weather, material shortages, government regulations, fire, explosion, lightning, earthquake, power surges or failures, labor disputes, floods, storms, tornadoes, acts of God, war, civil disturbances, acts of civil or military authorities or the public enemy, delays caused by the other party equipment vendors or other similar causes. The affected party will be excused from performance during the period of such interference, provided that it uses reasonable efforts to avoid or remove such causes of nonperformance.

XV. INDEPENDENT CONTRACTOR

Neither AT&T OKLAHOMA nor its employees, agents or representatives are employees, servants, partners or joint ventures of or with Customer. AT&T OKLAHOMA is an independent contractor and will at all times direct, control and supervise all of its employees, agents and representatives and their respective activities.

XVI. LABOR AND MATERIAL

AT&T OKLAHOMA will furnish all supervision, labor, tools, transportation, material and supplies specified in an Addendum except any items specifically listed in the Addendum and/or this Agreement as being furnished by Customer or others.

XVII. MODIFICATION TO CONFORM TO LAWS

- A. This Agreement and all obligations under will be subject to all applicable laws, rules and regulations (collectively, "Laws") including, by way of illustration and not limitation, the 1996 Federal Telecommunications Act. In the event this Agreement, or any of its provisions, Addenda or the operations contemplated hereunder, are found to be inconsistent with or contrary to any Laws, the latter will be deemed to control and, if commercially practicable, this Agreement will

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be regarded as modified accordingly and will continue in full force and effect as so modified.

- B. If such modified Agreement is not commercially practicable, in the opinion of either party, then the parties agree to meet promptly and discuss any necessary amendments or modifications to this Agreement. If the parties are unable to agree on necessary amendments or modifications in Addendum to comply with any Laws, then this Agreement may be terminated immediately by either party. In the event of such termination, Customer will pay AT&T OKLAHOMA all amounts due for Services provided by AT&T OKLAHOMA under this Agreement up to and including the effective date of termination.

XVIII. NON-WAIVER

No course of dealing or failure of either party to enforce strictly any term, right or condition of this Agreement will be construed as a waiver of such term, right or condition.

XIX. RELEASES VOID

Customer will not require any waivers or releases of any personal rights from employees or representatives of AT&T OKLAHOMA in connection with the presence of such employees or representatives on Customer's PREMISES, and no such releases or waivers will be pleaded by Customer or third persons in any action or proceeding.

XX. RISK OF LOSS OR DAMAGE

Customer agrees to protect any items furnished by AT&T OKLAHOMA to Customer in connection with this Agreement, including all Addenda, and bear the risk of loss, theft or damage thereto while such items and/or other items are on Customer's premises until the Services are completed.

XXI. SEVERABILITY

- A. If any of the provisions of this Agreement are determined, or AT&T OKLAHOMA in good faith at its sole discretion believes them, to be invalid or unenforceable, Such invalidity or unenforceability will not invalidate or render unenforceable the entire Agreement. The Agreement then will be construed as if it did not contain the particular invalid or unenforceable provision(s), and the rights and obligations of AT&T OKLAHOMA and Customer will be construed and enforced

accordingly, unless, in the sole discretion of AT&T OKLAHOMA, the undertaking becomes commercially unreasonable.

- B. If such modified Agreement is not commercially practicable, in the opinion of AT&T OKLAHOMA, then the parties agree to meet promptly to discuss any necessary amendments or modifications to this Agreement. If the parties are unable to agree on necessary amendments or modifications, then either party may immediately terminate this Agreement, in which event Customer must pay AT&T OKLAHOMA all amounts due for Services provided by AT&T OKLAHOMA up to and including the effective date of termination.
- C. If approval of this Agreement by any regulatory agency is required and not obtained, then this Agreement to the extent not approved will immediately terminate.

XXII. SURVIVAL

Any obligation arising under this Agreement or any Addendum which by its nature will continue beyond the termination, cancellation or expiration hereof, including by way of illustration only and not limitation, those clauses entitled "LIMITATION OF LIABILITY", "SEVERABILITY", and "CONFIDENTIALITY" will survive the termination, cancellation or expiration of this Agreement.

XXIII. TAXES

In the event that Customer is liable under federal law for excise taxes or under state or local law for sales, use or similar taxes collected by AT&T OKLAHOMA on the Services (including any subcontractor's fees) provided under this Agreement and/or any Addendum, then AT&T OKLAHOMA will bill such taxes separately and Customer agrees to pay them.

XXIV. REPAIRS

AT&T OKLAHOMA will: (a) be available to the customer 24x7x365 for the term of this agreement (b) dispatch service; and (c) perform diagnostic service and network monitoring from the central office. Dispatch for service will be made available consistent with the following schedule. (1) Response Time - 2 hours, remote access and testing, (2) 4 hours, dispatch for critical/major, (3) Next business day dispatch for non critical/minor repairs. If AT&T OKLAHOMA dispatches its service technician to Customer's premises to respond to a trouble report regarding network Services and the service problem is found to be in

Customer's equipment, standard time and material charges will apply. Customer agrees to pay such charges.

XXV. GENERAL TERMS AND CONDITIONS

- A. The terms and conditions of this Agreement are equally binding upon the Parties named herein, their heirs, assigns and successors in interest.
- B. Addenda may be added to this Agreement, and each will (1) reference this Agreement, (2) be sequentially numbered and initialed by the parties, and (3) include the Term of the Addendum, a description of the features, type, quantity and rates for the Services, the location(s) where the Services will be provided, and any special terms and conditions. Customer may also request changes to the Services. Changes may include upgrades, downgrades and/or rearrangements of Services. Change charges may apply, and Customer will be advised of such charges at the time the change is requested. AT&T OKLAHOMA SHALL NOT BE OBLIGATED TO PROVIDE SUCH CHANGED SERVICES UNLESS IT CONSENTS AND CUSTOMER HAS AGREED TO THE CHARGES THEREFOR.
- C. AT&T OKLAHOMA will bill and Customer will pay to AT&T OKLAHOMA, on a monthly basis or as otherwise specified in an Addendum, the charges set forth for the first Term, and the then-current price in subsequent Terms. Charges will commence on the effective date of the Addendum. The prices do not include any independent company or interexchange carrier charges, intra-building network cable, simple inside wire, repair Services for such cable and wire, or wiring associated with Customer equipment.
- D. Payment of charges is due on thirty days from the date of invoice. Customer agrees to pay a late payment fee as set by law if payment is not made on or before the due date.
- E. In the event of a billing dispute, Customer shall pay the undisputed portion on the payment due date. If a dispute is subsequently resolved in AT&T OKLAHOMA's favor, Customer will be liable for the disputed portion plus the late fee specified above. If the dispute is resolved in Customer's favor, Customer will not be liable either for the disputed amount or the late fee on the withheld payment.

- F. AT&T OKLAHOMA will rely on information provided by Customer and will not be responsible for any damages or costs that result from errors or omissions in such information. Customer will also obtain at its expense any necessary licenses, easements, permits and consents (including landlord's or mortgagee's consents) in connection with Services.
- G. Either party shall have the right to suspend performance or to pursue any other remedies provided under this Agreement where the other delays or fails to comply with this Agreement. If any of the measures described above are unreasonably expensive for one of the parties, the party may request that performance be suspended under an Addendum until such time as an alternative remedy or course of performance is secured or agreed upon. If any such suspension lasts longer than thirty (30) days, the other party (the non-requesting party) may terminate that Addendum.
- H. Provision of the Services is subject to the availability and operational limitations of the equipment and associated facilities. If the Services require use of Customer Equipment, such Customer Equipment must be compatible with AT&T OKLAHOMA's equipment and facilities and must conform to industry standards and specifications as outlined in the Addendum. Customer shall ensure the continuing compatibility of Customer Equipment.
- I. Customer is responsible for the installation, operation and maintenance of Customer Equipment. No combination of Customer Equipment shall: require change in or alteration of AT&T OKLAHOMA's equipment or the Services; cause electrical hazards to AT&T OKLAHOMA's personnel or damage to AT&T OKLAHOMA's equipment; cause the malfunction of AT&T OKLAHOMA's billing equipment; or cause degradation of service to other persons. Upon notice from AT&T OKLAHOMA that Customer Equipment is causing such hazard, damage, malfunction or degradation of the service, Customer shall promptly make such changes as shall be necessary to remove or prevent such hazard, damage, malfunction or degradation of the Service. Customer shall be solely responsible for the overall design of its Services and for any redesigning or rearrangement of its Services which may be required because of changes in facilities, operations or procedures of AT&T OKLAHOMA, minimum network protection criteria, or operating or maintenance characteristics of the facilities.
- J. Customer shall provide AT&T OKLAHOMA with reasonable access to Customer's premises to enable AT&T OKLAHOMA to install, inspect,

test, rearrange, maintain, repair or remove the Services. If AT&T OKLAHOMA responds to a request from Customer and access is denied or unavailable, standard time and material charges may apply.

- K. It is a condition precedent to AT&T OKLAHOMA's obligations hereunder that: (a) Customer is not in default of Customer's obligations under this Agreement; and (b) the AT&T OKLAHOMA Network has not been damaged as a result of misuse, abuse, neglect, accident, improper environmental conditions, electrical voltages or currents, repair, alteration or maintenance by any person or party other than an authorized service facility, attachment of mechanical, electrical or electronic material or devices not supplied by AT&T OKLAHOMA, or any use that violates the instructions furnished by AT&T OKLAHOMA or the manufacturer.
- L. AT&T OKLAHOMA shall indemnify, defend and hold harmless Customer from and against any claim, or suit brought by a third party alleging the Services infringe such party's U.S. patents, trademarks or copyright ("Intellectual Property"), provided that Customer: (a) followed AT&T OKLAHOMA's reasonable instructions for use of any Intellectual Property associated with the Services; (b) did not modify the Services; (c) notifies AT&T OKLAHOMA promptly and in writing of any such claims; and (d) cooperates with and permits AT&T OKLAHOMA to control the defense, settlement or other handling of such claim or threatened claim. AT&T OKLAHOMA shall not be responsible for any claims resulting from Customer's combination of the Services with other products or Services or Customer Equipment.
- M. The failure of either party to insist upon strict performance of any provision of this Agreement in any one or more instances shall not be construed as a waiver for the future of any such provision, but the same shall be and remain in full force and effect.
- N. Customer will schedule and coordinate the performance of work by suppliers, contractors or other entities working or present at a Customer location in a manner which will not interfere with AT&T OKLAHOMA's performance of its Services within the time period specified in the applicable Addendum.
- O. Neither AT&T OKLAHOMA nor its employees, agents or representatives are employees, servants, partners or joint venturers of or with Customer. AT&T OKLAHOMA is an independent contractor and will at all times direct, control and supervise all of its employees, agents and representatives and their respective activities.

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- P. Customer will not require any waivers or releases of any personal rights from employees or representatives of AT&T OKLAHOMA in connection with their presence on Customer's premises, and no such releases or waivers will be pleaded by Customer or third persons in any action or proceeding.

XXVI. ENTIRE AGREEMENT

This Agreement, including Addenda and applicable tariff, sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements, representations or understandings relating to the subject matter hereof. No amendments, modifications, or subsequent agreements concerning the subject matter of this Agreement will be effective unless made in writing. Each reference to a tariff provision in this Agreement shall be deemed to mean any and all similar tariff provisions or other regulations changed or established from time to time in lieu of said tariff provision during the term of this Agreement. In the case of a discrepancy between the tariffs, this Agreement and any Addendum the governing Addendum shall be 1) the tariff , 2) the Addendum, and 3) this Agreement.

XXVII. ADDENDA

The following is a list of the addenda attached to the Agreement at the time of execution:

Addendum 1	Central Managed 911 Service
Addendum 2	Frame Relay Service
Addendum 3	Database Service
Addendum 4	Network Service

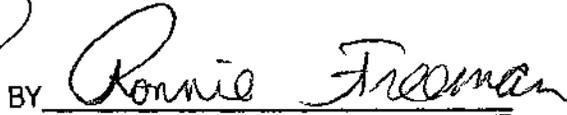
Other Addenda may be added as appropriate and shall be effective upon their execution and incorporation into this Agreement.

IN WITNESS WHEREOF, the parties execute this contract, on the dates indicated, as follows:

**City of McAlester E911
A Municipal Corporation**

**SOUTHWESTERN BELL TELEPHONE
D/B/A AT&T OKLAHOMA**

BY 
TITLE Mayor
DATE 3/25/09

BY 
TITLE SR. SOL CON II
DATE 3-31-09

**ADDENDUM 1 to the MASTER SERVICES AGREEMENT
BETWEEN
City of McAlester A Municipal Corporation AND SOUTHWESTERN BELL
TELEPHONE, D/B/A AT&T OKLAHOMA**

Central Managed E9-1-1 Services

1. Customer agrees to acquire Central Managed E9-1-1 Service, and AT&T OKLAHOMA agrees to sell Hosted E9-1-1 Service as described below:

Service will provide Two - 911 call taking positions, along with Mapped ALI positions. The service will include 24-hour monitoring, maintenance, training and repair. Customer agrees to pay a one-time fee of \$50,000.00 (Fifty Thousand Dollars) upon execution of agreement and \$2,333.33 (Two Thousand Three Hundred Thirty Three and Thirty Three /100 Dollars monthly fee for the 60 month term.
2. As part of this agreement, customer also agrees to purchase frame relay service 768K speed or greater per circuit per PSAP. See Frame Relay Services Addendum #2 for pricing.
3. As part of the agreement, customer also agrees to purchase a business grade DSL service for 24-hour monitoring. See Network Services Addendum #4 for pricing.
4. AT&T OKLAHOMA agrees to install the Central Managed E9-1-1 Service within 6 months of contract execution unless an extension is mutually agreed upon..
5. AT&T Oklahoma restricts access to components associated with the Central Managed E9-1-1 system to AT&T personnel and their authorized contractors.
6. AT&T's Central Managed E9-1-1 Solution does not include call taker headsets, call taker chairs, printer ribbons, printer ink cartridges, or paper.

**ADDENDUM 2 to the MASTER SERVICES AGREEMENT
BETWEEN
City of McAlester A Municipal Corporation AND SOUTHWESTERN BELL
TELEPHONE, D/B/A AT&T OKLAHOMA**

FRAME RELAY SERVICES AGREEMENT

Frame Relay Service will be provided to McAlester/Pittsburg County, Oklahoma. The service will consist of two 768K data frame relay circuits. The service is as follows:

AT&T Facility to Frame Cloud	768K
Frame Cloud to 28 E Washington,	768K
Total Monthly	\$ 677.48

Customer agrees to a monthly fee of \$686.72 per month for a 60 month term.

There is no installation charge associated with the service if the circuit is terminated at the AT&T point of demarcation.

**ADDENDUM 3 to the MASTER SERVICES AGREEMENT
BETWEEN
CITY OF MCALESTER A Municipal Corporation
AND SOUTHWESTERN BELL TELEPHONE, D/B/A
AT&T OKLAHOMA**

DATABASE SERVICES

1. AT&T-OKLAHOMA agrees to provide and Customer hereby agrees to purchase Database Management Service for certain Exchange Access Arrangements ("EAAs") in use in Customer, for a three year Term, beginning with execution of this Agreement.
2. Database Management Service hereunder shall be priced initially at \$95.00 per 1,000 EAAs per month, to be paid in advance. Customer agrees that the price for the Database Service described above shall be \$1,900.00 (One Thousand Nine Hundred Dollars) per month for the Term. The first year of the Term, AT&T-OKLAHOMA shall charge Customer for 20 EAAs. Annually, AT&T-OKLAHOMA shall audit the database to determine the total number of EAAs actually managed therein. The number of EAAs for which Customer shall pay for the following year shall be that determined by AT&T-OKLAHOMA as a result of the audit.
3. All Services provided hereunder are made available on the same terms, conditions and prices contained in AT&T-OKLAHOMA tariffs for such Services, as amended, approved by and on file with the Corporation Commission, which are in effect at the time Service is rendered to Customer and hereby are incorporated by reference into this Agreement; provided, however, that AT&T-OKLAHOMA does not concede that AT&T-OKLAHOMA is required to provide Services to Customer because Customer is not located within the AT&T-OKLAHOMA service territory in Oklahoma.
4. In the event any Service is terminated by the Customer prior to the end of the Term of this Agreement, Customer agrees to pay AT&T-OKLAHOMA termination charges. The termination charges will be calculated as follows: The billed monthly rate for the Service terminated, multiplied by the number of months remaining in the Term, and that sum multiplied by Twenty Percent (20%).
5. AT&T-OKLAHOMA will provide Services from the selective router ILEC meet points. AT&T-OKLAHOMA will provide tandem-to-PSAP trunks to be handed off at the ILEC meet point. AT&T-OKLAHOMA will provide selective routing through the tandem router.
6. AT&T-OKLAHOMA will establish E9-1-1 Database Records and provide Network to ILEC meet points for Customer 9-1-1. AT&T-OKLAHOMA /AT&T-OKLAHOMA will

provide Data Storage and Network Services. Any consulting Services will be on a time and materials basis only. AT&T-OKLAHOMA will provide access to and training on MSAG Mail and ASK Report usage.

7. Customer 9-1-1 shall provide ESN and MSAG Records to AT&T-OKLAHOMA, provide Telco records to AT&T-OKLAHOMA and use MSAG Mail to notify the DIU (Database Integrity Unit) of "misroutes" and "record not found" occurrences.
8. Maintenance of 911 Services provided hereunder by AT&T-OKLAHOMA on its network will be available 24 hours a day, 7 days a week, 365 days a year; provided, however, that AT&T-OKLAHOMA shall respond to emergency requests for maintenance or repair Services within one hour or less after the request is made to the appropriate AT&T-OKLAHOMA manager, and within four hours for requests that are not an emergency. Maintenance includes:
 - a. Response Time - 2 hour phone, four hour dispatch (critical), next day dispatch (noncritical)
 - b. Coverage - 24 x 7
 - c. Services - remote technical assistance, onsite dispatch, replacement of defective components
9. Database Service is supported by the AT&T-OKLAHOMA Database Integrity Unit, and changes to the Customer's database will be accomplished accordingly: Address change – 5 business days; MSAG change request – 5 business days; ESN change – 5 business days. Number of changes submitted at one time not to exceed 20.
10. In the event either party desires to change this Addendum 1, the following procedures will apply:
 - A. The party requesting the change will deliver a Change Request document to the other party. The Change Request will describe the nature of the change, the reason for the change, and the effect the change will have on the Services.
 - B. The designated Program/Addendum Manager of the requesting party will review the proposed change with his/her counterpart. The parties will evaluate the Change Request and negotiate in good faith the changes to the Services and the additional charges, if any, required to implement the Change Request. If both parties agree to implement the Change Request, the appropriate authorized representatives of the parties will sign the Change Request, indicating the acceptance of the changes by the parties.
 - C. Upon execution of the Change Request, said Change Request will be incorporated into, and made a part of, this Addendum by mutual execution and affixing it hereto.

11. Whenever there is a conflict between the terms and conditions set forth in a fully executed Change Request and those set forth in this Addendum, or previous fully executed Change Request, the terms and conditions of the most recent fully executed Change Request shall prevail.

12. AT&T-OKLAHOMA reserves the right to bill customer for call-outs that are determined not to be a problem with our network or associated equipment. The following rates apply:
 - normal business hour - \$105 per hour
 - after hours - \$150 per hour
 - holiday hours - \$175 per hourThe *minimum callout is two hours.*

13. Customer will provide AT&T-OKLAHOMA the name and contact information for a single point of contact as well as a local site contact.

**ADDENDUM 4 to the MASTER SERVICES AGREEMENT
BETWEEN MCALESTER/PITTSBURG COUNTY 911 TRUST AUTHORITY
AND SOUTHWESTERN BELL TELEPHONE, L.P. D.B.A. AT&T OKLAHOMA**

NETWORK SERVICES

1. Customer agrees to purchase, and AT&T OKLAHOMA agrees to sell, meet-point billed Network Trunking Service (hereinafter, "Network Service") as that term is defined in Company's tariffs on file with the Public Utility Commission, for a Term of (3 years) 36 months. All terms, conditions, rules and regulations set forth in said tariffs under which the Service is offered hereby are incorporated by reference herein. All charges to Customer for Network Service shall subject to change after the Service has been established and shall reflect exactly the price set forth in the AT&T OKLAHOMA "Enhanced 9-1-1 Universal Emergency Number Service" tariff, provided, however, that AT&T OKLAHOMA does not concede that AT&T OKLAHOMA is required to provide Services to Customer because Customer is not located within the AT&T OKLAHOMA service territory in Oklahoma

2. Customer agrees that the price for the Network Service described above shall be Seven Hundred Sixty Five Dollars and Zero Cents (\$765.00) per month for the Term, plus a one-time setup charge of Five Thousand Three Hundred Seventy Dollars (\$5,370.00). Customer agrees to purchase a Business Grade DSL line priced at \$70.00 Seventy Dollars per month for the term, and the one time set up fee of \$320.00 Three Hundred Twenty Dollars. Customer further agrees the price for subsequent Terms shall be the price in Company's tariffs for such services on file with the Public Utility Commission in effect on the renewal date of this Agreement, if any. The Parties agree that the network requirements for the McAlester/Pittsburg County 911 Trust Authority will be audited annually to determine if additional trunking capacity is needed, based on that year's usage. If AT&T OKLAHOMA, in its sound business judgment, determines that additional capacity is needed, Customer agrees to purchase such additional capacity at the price in Company's tariffs for such services on file with the Public Utility Commission in effect on the date ordered.

3. Customer agrees that minimum participation in the Enhanced 9-1-1 Universal Emergency Number Service shall include all police and fire units which are located within the geographical boundaries of the Customer or which provide police and/or fire service to the Customer.

4. The prices herein do not include applicable taxes and fees. AT&T OKLAHOMA retains ownership of all network and database Services, and the equipment providing such Services is leased to the Customer pursuant to the terms of this contract and AT&T OKLAHOMA's tariff provisions.

5. AT&T OKLAHOMA shall be provided access by the Customer and all public safety agencies to their premises where the equipment and facilities are located. This access, to be provided at any reasonable time, shall be for the purpose of installation, inspection and repairing the facilities used in furnishing the Services.

6. Customer shall be responsible for furnishing AT&T OKLAHOMA with a correct and current definition of the specific geographic areas covered by each primary and secondary PSAP from time to time, as they may change. This definition shall be by street names, street types, directions, street addresses and number ranges (where applicable), or in such other manner as to accurately define the area and be in a format acceptable to AT&T OKLAHOMA.

7. The definition of each geographic area and the ongoing maintenance of such information shall be the sole responsibility of the Customer. Customer further agrees to furnish to AT&T OKLAHOMA, in a timely manner, any such updated geographical information. Customer understands that the time required by AT&T OKLAHOMA to update the data base with data provided by the Customer will depend on the nature and extent of such changes. AT&T OKLAHOMA will require a reasonable interval of time in which to input into the database major changes such as realignment of PSAP boundaries, street names changes, new street additions and annexations.

8. Customer further understands that in Addendum to properly route calls from subscribers in some rural areas of the county, it will be necessary for Customer to provide unique street addresses (including house numbers) for specific real estate parcels in these areas. Street addresses will be required for streets or thoroughfares which cross multiple jurisdictional boundaries and at present use only rural route and box numbers as an address. These street addresses would not affect current mailing addresses.

9. The Service is provided solely for the benefit of Customer. The provision of such service shall not be interpreted, construed or regarded as being for the benefit of, or creating any AT&T OKLAHOMA obligation toward or any right of action on behalf of, and third person or other legal entity.

10. AT&T OKLAHOMA does not undertake to answer and forward Enhanced 9-1-1 calls, but furnishes that use of its facilities to enable Customer to respond to such calls with Customer's personnel on Customer's premises.

11. The rates charged for the enhanced 9-1-1 Service do not contemplate and AT&T OKLAHOMA does not undertake any responsibility for inspection or constant monitoring to discover errors, defects and malfunctions in the service. Customer shall have

the responsibility of discovering all errors, defects and malfunctions. Customer assumes the duty of, and will make such tests as, in the judgment of the Customer, are required to determine whether the system is functioning properly for its use. Customer shall promptly notify AT&T OKLAHOMA in the event the system is not functioning properly.

12. AT&T OKLAHOMA shall not be liable for any loss or damages arising out of errors, interruptions, defects, failures, or malfunctions of the Service, including any and all network facilities and data processing systems associated therewith. Damages arising out of such interruption, defects, failures, or malfunctions of the system after AT&T OKLAHOMA has been so notified and has had a reasonable time for repair, shall in no event exceed an amount equivalent to the charges made for the service affected for the period following notice from Customer until service is restored.

13. Customer agrees that if this request, or any subsequent request by the Customer for service or facilities, or request for additions, rearrangement, relocations or modifications of service, is canceled in whole or in part, for any reason prior to completion of the work involved, Customer shall reimburse AT&T OKLAHOMA for all expenses incurred in handling the request before notice of cancellation is received. Such charges, however, shall not exceed all charges that would apply if the work involved in complying with the request.

AIRPORT LEASE (Irene Crabtree)

(2006)

WHEREAS, Irene C. Crabtree is the owner of land in Pittsburg County, Oklahoma, and the City of McAlester, a municipal corporation, is desirous of leasing a portion of the same for the purpose of erecting and maintaining an outer marker facility as a component of an instrument landing system to be installed at the McAlester Municipal Airport, together with an easement for access to said tract; and,

WHEREAS, said parties have agreed upon an easement for said outer marker facility and a right-of-way for roadway across said land in favor of said City;

NOW, THEREFORE, it is agreed between Irene C. Crabtree and said City this 29th day of March, 2006.

1. Irene C. Crabtree, in consideration of the Agreement hereinafter made by said City, grants to said City an easement for said outer marker facility upon the following described property:

A tract of land located in the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty-Two (22), Township Four (4) North, Range Fourteen (14) East, in Pittsburg County, Oklahoma, more particularly described as follows:

Beginning at a point on the West line of above said southeast Quarter, said point being 350.0 feet North of the Southeast Corner of said Southeast Quarter; thence Easterly and parallel to the South line of said SE $\frac{1}{4}$ a distance of 100.0 feet; thence Northerly and parallel to the West line of said South line of said SE $\frac{1}{4}$ a distance of 100.0 feet to a point on the West line of said SE $\frac{1}{4}$; thence Southerly along the West line of said SE $\frac{1}{4}$ a distance of 100.0 feet to the point of beginning.

2. Irene C. Crabtree further grants right-of-way to said City for the purpose of ingress and egress and access to the property above described, said right-of-way being more particularly described as follows:

A tract of land located in the Southeast Quarter of Section Twenty-Two (22), Township Four (4) North Range Fourteen (14) East, in Pittsburg County, Oklahoma, more particularly describes as follows:

Beginning at the southwest corner of above said Southeast Quarter; thence Northerly along the West line of said SE $\frac{1}{4}$, a distance of 350.0 feet; thence Easterly and parallel to the South line of said SE $\frac{1}{4}$, a distance of 30.0 feet, thence Southerly and parallel to the West line of said SE $\frac{1}{4}$, a distance of 350.0 feet to a point on the South line of said SE $\frac{1}{4}$, thence Westerly along the South line of said SE $\frac{1}{4}$, a distance of 30.0 feet to the point of beginning.

3. Term. That the term of this lease and the easements herein granted shall be for a period of ten (10) years from this date. It is mutually agreed that the lessee (City of McAlester) shall have the option to extend this lease for a further term of ten (10) years from _____ January, 2115 to January _____, 2125 provided that lessee shall give to the lessor (Irene C. Crabtree) at least 30 days written notice of its election to take such extension at a rental rate as here in determined.
4. Rent. The rental payment in consideration of this Lease shall be (Five Hundred And Six Dollars, \$506.00), per year for the first five years of said term and shall increase fifteen percent (15%) thereafter, with the rental being (Five Hundred and Eighty-two Dollars, \$582.00) per year for the remaining five years of the term. The rental payments shall be made annually on or before October and thereafter on or before each succeeding anniversary date for the remainder of the term of the Lease.
5. It is agreed an understood by Irene C. Crabtree that this Lease may be assigned by the City of McAlester to the Federal Aviation Administration, provided, this Lease shall not be assigned or transferred to any other entity or person without prior written consent of said Irene C. Crabtree.

WHEREUNTO, we have affixed our hands and seals the date above first written.

Irene C. Crabtree
Irene C. Crabtree

THE CITY OF MCALESTER

By: Don R. Lewis
Don R. Lewis (Mayor)

ATTEST:

By: Cora Middleton
Cora Middleton (City Clerk)

STATE OF OKLAHOMA)
) SS:
PITTSBURG COUNTY)

Before me, the undersigned, a Notary Public in and for said County and State, on this 30th day of February, 2005, personally appeared Irene C. Crabtree, to me know to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

Karen Boatright
Notary Public

My Commission Expires: _____



copy file

CONTRACT

COPY

This contract is made and entered into this 26th day of March 1996 between the City of McAlester, Oklahoma, ex rel McAlester Public Library Board, (hereinafter referred to as "The City"), and the Southeastern Public Library Board System of Oklahoma, a multi-county public library system established and authorized by Title 65, Okl. Stat. Laws 1994 Secs. 4-101 et seq., (hereinafter referred to as "The System") and supersedes and replaces all previous agreements made by the parties relating to the use of that part of the premises by The System for administrative offices and service center.

In consideration of the mutual benefits derived by the parties from the performance of those promises and agreements hereinafter contained, it is agreed by The City and The System as follows:

1. The City agrees that an area of approximately 3,164 square feet, located in the lower level of the McAlester Public Library Building and currently used by The System for administrative offices and service center shall be provided to The System during the term of this contract for such stated purposes.

2. The City agrees to maintain that area of the premises, including fixtures, provided to The System for administrative offices and service center, in a state of good repair and cleanliness.

3. The City and The System agree that the recurring monthly utility expenses for the McAlester Public Library Building for natural gas, electricity, water and waste disposal shall be shared with The City paying eighty-seven and one-half percent (87-1/2%) of such costs and The System paying twelve and one-half percent (12-1/2%) thereof. The City shall pay the total cost and The System shall reimburse The City for its share during the immediate succeeding month. The cost resulting from this arrangement will be reviewed on an annual basis.

4. The System agrees to provide the cost of telephone service for the entire McAlester Public Library Building, including but not limited to facsimile, modem, or other related communication costs.

It is further agreed that:

a. The title to all real estate, furniture, special display cases and fixtures belonging to the City of McAlester shall remain the property of the City of McAlester.

b. Gifts, bequests, etc. made to the McAlester Public Library shall be used in accordance with the donors' instructions. Gifts not so directed will be managed in accordance with SEPLSO policies.

c. Gifts given to the McAlester Public Library with the expectation that they will be housed and used primarily by this Library will receive the full cooperation of SEPLSO to see to it that such expectations are met. In cases where items in this category are no longer useful, reasonable efforts will be made to contact the donor in order to coordinate their disposition.

The City and The System agree that the term of this Contract shall commence on January 1, 1996, and shall continue through Dec. 30, 1996. The term of the Contract shall thereafter be extended for successive periods of like term until either party shall give written notice to the other not less than ninety (90) working days prior to the end of the current term of their intent to terminate the Contract. The terms and conditions of the Contract may be amended by agreement of the parties for any succeeding term upon written notice to the other at least forty-five (45) working days before the end of the current term, that the notifying party wishes to negotiate an agreement upon any proposed amendment included in the notice.

This Contract is to be binding upon our successors and assigns.

SOUTHEASTERN PUBLIC LIBRARY SYSTEM
OF OKLAHOMA

BY Roy V. Bynum

ATTEST:

Spencer J. Wallis

CITY OF McALESTER

BY Alvin Cowington

ATTEST:

Bobbie Lanz

Council Conference Room
Municipal Building
June 3, 2008

The McAlester City Council met in Special session on Tuesday, June 3, 2008, at 5:30 P.M. after proper notice and agenda was posted May 30, 2008, at 11:45 A.M.

CALL TO ORDER

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

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

Absent: None

Presiding: Don Lewis, Mayor

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

SCHEDULED BUSINESS

I. Discussion, and possible action, regarding implementation of the new Charter including formation of Council Sub-committees and development of necessary legislation. (Don R. Lewis, Mayor)

Mayor Lewis opened the session by explaining that this meeting was to help explain some of the changes and recommendations in the new Charter. He thanked the members of the Charter Review Committee for their hard work.

Councilman Smith began by stating that he wanted to clear up what seems to be persistent confusion about the changes in the new Charter. He commented that the items that had been removed from the old Charter had not been left out by mistake. He stated that those items could be handled by ordinance. He added that the advantage of having these items handled by ordinance is that it allows more flexibility. He stated that the Charter Review Committee wanted the Council to be aware of areas that called for Council input and there were some items that would require action by the Council soon.

Mayor Lewis asked for a motion to open the item up for discussion.

Councilman Smith moved to open the discussion and possible action regarding implementation of the new Charter including formation of Council Sub-committees and development of necessary legislation. The motion was seconded by Councilman Mason.

The vote was taken as follows:

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

NAY: None

Mayor Lewis declared the discussion open.

Tim Wynn was the first member of the Charter Review Committee to speak regarding the new Charter. He commented that as a former Mayor he looked at how the new Charter could have helped him. Mr. Wynn also recommended that the Council give serious consideration on setting up the various committees. He stated that the more information that could be made available to the Council would help in making better decisions.

Mayor Lewis commented that the City of McAlester's form of government was the Home-Rule form where the Council makes the rules that the city follows. He added that through this process they did attempt to make the right decisions for the community.

Councilman Smith commented on the guide that had been distributed to the Council. He stated that they had tried to pick out what dealt with the Council.

Sharon Irvin discussed with the Council Section 2.01, General Powers and Duties of the Council.

Mayor Lewis commented that the running of the City had to be a partnership.

Councilman Smith stated that he had no objection to that but the Council had the ultimate responsibility for what happened. He commented that the Charter Review Committee was not recommending that any action be taken at this time. He added that some of the areas of change had already been addressed.

Phil Beatty reviewed section 2.15 which dealt with the authentication, recording, codification and printing of Ordinances and Resolutions. He stated that the City needs to make the Ordinances and Resolutions readily available to the citizens through the website. He also recommended that the Budget be made available on the website.

Tim Wynn discussed section 3.04 Powers and Duties, referring to the City Manager with the Council.

Councilman Garvin asked Mr. Wynn if he thought it was advisable to have Council members on sub-committees. It would be like having them oversee themselves. He also stated that he wouldn't want a sub-committee to be influenced by the Council members.

Mr. Wynn admitted that some individuals could be intimidated but there are always others that the presence of the Council would not affect.

Debbie Quadracci stated that she did not believe that a conflict of interest existed when Council members were on sub-committees of the Council.

Steve Harrison commented on the area that addressed sub-committees.

Dorothy Crone reviewed the Personnel system.

Councilman Wilkinson indicated that this area had been charged to Bart Van Nieuwenhuise and he asked where the administration was at this time.

Mark Roath indicated that he believed there was a draft of the Personnel Policies.

Councilman Smith reviewed the area that addressed the bonds of the various city officials and employees. He stressed the area that covered the requirements for the bonds of the City Manager and Chief Financial Officer. He also noted that the recommendation included in the handout stated that these amounts be reviewed annually. Councilman Smith added that the only action recommended at this time was to hire a City Attorney.

Mark Roath stated that an advertisement had been placed in the newspaper and would be on the website as soon as the IT person was back from vacation.

Councilman Smith reviewed the area that addressed the Chief Financial Officer, the Land Use, Development and Environmental Planning area and the area that addressed the Budget Message. He commented that Mark Emmons, Chairman of the Planning Commission, had indicated that the Planning Commission was the obvious choice to implement this process.

Councilman Mason questioned the use of the word "shall" in Section 4.05 which pertained to the Land Use, Development, and Environmental Planning.

John Goodyear commented on the section that addressed the budget message and budget. He commented that an emergency fund should be established.

Mayor Lewis commented that the Council would approve the rules and regulations regarding any emergency fund that might be adopted.

Councilman Smith continued the review with sections 5.09, 5.11, 5.12 and 5.13.

There was discussion among the Council concerning the area of the new Charter that addressed the formation of a Board of Ethics and Code of Conduct.

Councilman Garvin stated that he had a problem with this section regarding the Board of Ethics. He commented that he felt it could open the Council up to lawsuits. He then asked if the new Charter had been approved by the Governor.

Mayor Lewis stated that they did not know of its approval at this time.

Kevin Priddle stated that he was one hundred percent in favor of the Board of Ethics. He commented that the selection of the members would be very important.

Steve Belcher addressed the Council stating that he also had a problem with this section. He stated that it did not address any protection for the employee who attempts to follow the rules.

There was discussion between Councilman Smith, Mark Roath and Steve Belcher concerning the "State Whistle Blower Law" and what the City could do to afford protection to the employees. Councilman Smith commented that since Mr. Belcher had specific experience in this area, he might make recommendations to the Council.

Mayor Lewis commended the Charter Review Committee and the Council for their work on the new Charter and stated that they wanted to come up with a document that was fair for the employees and citizens of the City.

Councilman Smith stated that within the range of options that the Council has it would be good to have all of the Council make recommendations.

ADJOURNMENT

There being no further business to come before the Council, Councilman Garvin moved for the Special Meeting to be adjourned. The motion was seconded by Councilman Wilkinson 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, and the meeting was adjourned at 7:18 P.M.

ATTEST:

Don R. Lewis, Mayor

Cora 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 8th and not on Monday, June 30th. 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. The 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:

Don R. Lewis, Mayor

Cora Middleton, City Clerk

Council Chambers
Municipal Building
June 10, 2008

The McAlester City Council met in regular session on Tuesday, June 10, 2008, at 6:00 P.M. after proper notice and agenda was posted June 5, 2008, at 4:00 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, Haven Wilkinson, Buddy Garvin,
Travis Read & Mayor Lewis

Absent: None

Presiding: Don Lewis, Mayor

Staff Present: David Burke, City Treasurer; Robert Ivester, City Attorney; George Marcangeli,
City Engineer/Public Works Director; Mel Priddy, Community Services Director;
Cora Middleton, City Clerk and Mark Roath, City Manager

INVOCATION & PLEDGE OF ALLEGIANCE

- **Kerry Kirkhart, Family Worship Center, McAlester**

Mayor Lewis led the Pledge of Allegiance.

Mayor Lewis announced that items 11 and 12 would be moved to the first of the meeting.

Mark Roath requested that the Budget Workshop be suspended until the meeting scheduled for Thursday, June 12, 2008, at 6:00 P.M. in the Conference Room.

CITIZENS' COMMENTS ON NON-AGENDA ITEMS

None

CONSENT AGENDA

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

- Approval of the Minutes from the May 22, 2008, Special Joint Meeting of the City Council and Audit and Finance Advisory Committee. (Cora Middleton, City Clerk)**
- Approval of the Minutes from the May 27, 2008, Regular Meeting of the City Council. (Cora Middleton, City Clerk)**

- C. **Approval of Claims for the period of May 28, 2008 through June 10, 2008.** (*David Burke, City Treasurer*) In the amounts of General Fund - \$91,467.87; Nutrition - \$488.34; Airport Grant - \$313.90; SE Expo Center/Tourism Fund - \$2,659.09 and Economic Development - \$12,782.50.

Councilman Condit moved to approve the consent agenda. The motion was seconded by Councilman Wilkinson.

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

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

Mayor Lewis declared the motion carried.

ITEMS REMOVED FROM CONSENT AGENDA

None

SCHEDULED BUSINESS

11. **Conduct a Public Auction, and act upon, a Resolution approving the sale of Oil and Gas Lease, on City of McAlester property, in Section 25, Township 6 North, Range 15 East, Pittsburg County, Oklahoma.** (*Robert Ivester, City Attorney*)

Executive Summary

This agenda item relates to the sale of an oil and gas lease on City property.

Councilman Mason moved to approve RESOLUTION NO. 08-13, selling an Oil and Gas Lease to XTO Energy, Inc., for three years in the amount of \$5,500.00. The motion was seconded by Councilman Garvin.

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

12. **Conduct Public Auction, and act upon, a Resolution approving the Sale of Oil & Gas Lease on City of McAlester property in Section 34, Township 7 North, Range 14 East, Pittsburg County, Oklahoma.** (*Robert Ivester, City Attorney*)

Executive Summary

This agenda item relates to the sale of an oil and gas lease on City property.

Councilman Mason moved to approve RESOLUTION NO. 08-14, selling an Oil and Gas Lease to Petroquest Energy L.L.C., for three years in the amount of \$1,246,875.00. The motion was seconded by Councilman Wilkinson.

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

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

Mayor Lewis declared the motion carried.

1. **Table Item until June 24, 2008: 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. The Chief-of-Police has requested that this item be continued until the next Regular City Council meeting to allow for enough time to complete revisions to the proposed contract.

Councilman Wilkinson moved to table this item until the meeting scheduled for June 24, 2008. The motion was seconded by Councilman Garvin.

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

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

Mayor Lewis declared the motion carried.

2. **Presentation on the Pride-In McAlester Campaign by one or more members of the Committee. (Weldon Smith, Council member and Pride-In McAlester Committee members)**

Executive Summary

This agenda item involves a formal report by the Pride-In McAlester Committee regarding their clean up campaign held in late May, 2008.

Councilman Condit moved to accept the report on the Pride-In McAlester Campaign. The motion was seconded by Councilman Smith.

Before the vote, Councilman Smith commented that the clean up campaign had been pretty successful. He then asked J.T. Collier to give a short report to the Council.

Mr. Collier addressed the Council reporting on the clean up campaign. He gave some background information stating that he had been born in McAlester then moved away for some years.

Mr. Collier stated that the clean up campaign had actually begun in April. He then reviewed a handout he had distributed to the Council which included corresponding posters. He reported that the combined efforts removed over 1,176,000 pounds of garbage from the City and with the

aid of Triad Transport, Inc. removed 23,000 pounds of hazardous materials. He mentioned that the hazardous materials collections was done free of charge.

Mr. Collier commented that this effort had been badly needed and they had attempted to accommodate everyone. He added that future projects include Beautification, Signage and the removal of “eyesores”. He stated that he would like to come back before the Council when the program is more organized.

Joyce Carlson commented on the clean up efforts of the citizens of 4th Ward.

Councilman Condit stated that they needed to look at the drop off sites. He added that he had been told that not all of the trash had been dropped off by residents of the City.

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

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

NAY: None

Mayor Lewis declared the motion carried.

3. Presentation, accept and place on file, a formal report by the Americans with Disabilities Act Board. (Mike Ward, Vice-Chairperson)

Executive Summary

This agenda item involves a presentation by Mike Ward representing the ADA Board.

Councilman Condit moved to accept and place on file the report by the Americans with Disabilities Act Board. The motion was seconded by Councilman Wilkinson.

Before the vote, Mike Ward addressed the Council and reviewed the report. He stated that the Board had started with the Library and City Hall and many of those violations had been easily corrected by the City’s maintenance employees. He added that the problems on Washington and Carl Albert Parkway had been corrected and then they worked on projects to make the City parks more accessible. He commented that they had run out of time before they ran out of money. He commented that they planned to carry the balance over to the next fiscal year if permitted.

There was discussion between Councilmen Read, Smith and Mason, Mark Roath and Mel Priddy regarding the requirements of the settlement, the amount that was to be budgeted for five years, the committee and if the projects had been prioritized.

Councilman Read commented that he didn’t want the City taken back to court because they had not spent the entire amount that had been budgeted for this year.

Councilman Mason commented that if the ADA Board was satisfied with the progress that had been made, then by using labor furnished by the City they were probably spending more than the budgeted amount. He added that he did hope to clear out the funds each year in the future.

J.T. Collier stated that he was a retired architect and volunteered to help with the ADA Board.

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

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

NAY: None

Mayor Lewis declared the motion carried.

- 4. Consider, and act upon, adopting a Grievance Policy to address issues related to the American with Disabilities Act. (Mike Ward, Vice-Chairperson and Mel Priddy, ADA Compliance Coordinator)**

Executive Summary

This agenda item involves a procedure for handling citizen complaints related to local ADA issues.

Councilman Condit moved to approve a Grievance Policy to address issues related to the American with Disabilities Act. The motion was seconded by Councilman Read.

Before the vote, Councilman Read commented that all complaints should be addressed to the City of McAlester. He also stated that the policy with all related information should be published on the City's website.

Mayor Lewis and Mark Roath both stated that Mel Priddy was the City's liaison to the ADA Board so all complaints would be going to the City.

Councilman Mason commented that the City have Mr. Collier review the Grievance Policy and come back to the Council with any recommendations.

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

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

NAY: None

Mayor Lewis declared the motion carried.

- 5. Consider, and act upon, an Ordinance creating Section 2-258, Emergency Fund of the Code of the City of McAlester, Oklahoma and declaring an emergency. (Sam Mason, Vice-Mayor)**

Executive Summary

This Ordinance creates an Emergency Fund, including the purposes for which said fund can be used, in accordance with Article 5, Section 5.04 (1) of the new Charter.

ORDINANCE NO. 2291

AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, CREATING SECTION 2-258, EMERGENCY FUND, AND DECLARING AN EMERGENCY.

Councilman Smith moved for approval of ORDINANCE NO. 2291, seconded by Councilman Read.

Before the vote, Councilman Mason requested that the Clerk read the proposed ordinance.

After the reading of the ordinance, Councilman Smith asked if in section 2-a City property included citizen's property.

There was a lengthy discussion among the Council concerning City personnel working on private property, the number of Council members required to approve the use of funds from the Emergency Fund, who actually declared an emergency and the fact that funds cannot be appropriated without the Council's approval.

Councilman Condit commented that if an emergency is declared in the middle of the night, the money couldn't be spent at that time.

Mayor Lewis expressed concern about committing next year's funds to replenish a current expense.

Mark Roath commented that the new Charter further refines and restricts the use of those funds. He also stated that it might be advisable to also have someone other than the City Manager have the authority to inform the Council of the nature of the emergency. He commented that in case of a disaster the requirements to approve an appropriation might need to be flexible.

Councilman Read commented that the Council signs the checks not the City Manager and he didn't understand the argument. He stated that the Emergency Fund was not there to supplement the General Fund. He commented that this Council should be proud that they had created an Emergency Fund. He further commented that the ordinance did not need to be changed.

Councilman Mason commented that if the City is not prepared for a disaster in the future it could become a problem.

Kevin Priddle asked if paragraph three was in conflict with paragraph four.

Councilman Read explained that this prevented the use in the case of poor budgeting.

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

AYE: Councilman Smith, Condit, Read, Wilkinson, 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

- 6. Discussion, and possible action, directing the City Manager or a Subcommittee of the City Council to develop a Succession Plan for the City of McAlester.** (*Weldon Smith, City Council member*)

Executive Summary

This agenda item relates to development of a succession plan in case key staff are incapacitated, resign, or are removed with little notice or in case of a disaster.

Councilman Condit moved to approve the development of a Succession Plan for the City of McAlester by the City Manager or a Subcommittee of the Council. The motion was seconded by Councilman Read.

Before the vote, Mayor Lewis stated that the City Manager should be directed to develop a Succession Plan and not a Subcommittee of the Council.

Councilman Read agreed.

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

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

Mayor Lewis declared the motion carried.

- 7. Consider, and act upon, an Ordinance vacating a platted twenty-five foot utility easement W/E Southside of Lot 53 in Block 1, Village Addition (located at 713 Kinkead Road).** (*Mark Roath, City Manager*)

Executive Summary

This Ordinance vacates a platted utility easement at 713 Kinkead Road, McAlester.

ORDINANCE NO. 2292

AN ORDINANCE TO NULL, VACATE, AND CLOSE THE PLATTED ROADWAY EASEMENT A 25' UTILITY EASMENT RUNNING 451' W/E SOUTHSIDE OF LOT 53 IN BLOCK 1, VILLAGE ADDITION #1 @ 713 KINKEAD ROAD ,CITY OF MCALESTER, PITTSBURG COUNTY, STATE OF OKLAHOMA GRANTING OWNERSHIP TO SAID PROPERTY TO THE ABUTTING PROPERTY OWNERS.

Councilman Read moved for approval of **ORDINANCE NO. 2292**, seconded by Councilman Garvin.

Before the vote, Councilman Mason asked if this ordinance was worded correctly because the City couldn't vacate an easement.

Mr. Ivester stated that the ordinance was worded properly. If the Council wanted to amend the wording to just close the easement they could. He added that the District Court could vacate the easement.

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

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

NAY: None

Mayor Lewis declared the motion carried.

8. Consider, and act upon, a Residential Planned Unit Development for Hickory Ridge McAlester, LLC, on a site consisting of 6.50 acres, located adjacent to Hickory and Rock Road. (Mark B. Roath, City Manager)

Executive Summary

This agenda item involves a Residential Planned Unit Development.

Councilman Condit moved to approve the Residential Planned Unit Development for Hickory Ridge McAlester, L.L.C. The motion was seconded by Councilman Wilkinson.

Before the vote, Tom Tibbets stated that the company was ready to start construction.

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

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

NAY: None

Mayor Lewis declared the motion carried.

9. Consider, and act upon, a Personal Service Agreement with Larry Cox for Hay Baling at McAlester Water Shed and Southside Industrial Park in the amount of \$1,540.00. (Mel Priddy, Community Services Director)

Executive Summary

This agenda item involves the City allowing a third party to bail hay on two city properties for an amount of \$1,540.00.

Councilman Wilkinson moved to approve the Personal Service Agreement with Larry Cox for Hay Baling at McAlester Water Shed and Southside Industrial Park in the amount of \$1,540.00. The motion was seconded by Councilman Read.

Before the vote, there was discussion among the Council regarding the insurance that was required of contractors that work for or on City property and how important it was to have this bailed.

Mel Priddy commented that bailing this area would lower the fire hazard possibility.

Councilman Mason moved to amend the motion to require the contract to furnish adequate insurance to protect the City against any liability. The amendment was seconded by Councilman Smith.

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

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

NAY: Councilman Condit & Mayor Lewis

Mayor Lewis declared the motion carried

Mayor Lewis asked if this lease was different from the previous leases approved.

Mel Priddy stated that those leases were for a specific length of time and this was just allowing someone to go on City land and mow.

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

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

NAY: None

Mayor Lewis declared the motion carried.

10. **Consider, and act upon, a bid award to KATCON, Inc., in the amount of \$258,092.50, for construction of AIP Project 3-40-0057-009-2008 at the McAlester Regional Airport and authorizing the Mayor to sign FAA grant documents, as necessary. (George Marcangeli, City Engineer/Public Works Director)**

Executive Summary

This agenda item relates to a bid award to KATCON, Inc. for rehabilitation of portions of the terminal apron, taxiways, taxi lanes, hangar access aprons and remarking runway designation numbers and authorizing the Mayor to sign all necessary FAA grant documents.

Councilman Read moved to approve the bid award to KATCON, Inc., in the amount of \$258,092.50, for construction of AIP Project 3-40-0057-009-2008 at the McAlester Regional Airport and authorizing the Mayor to sign FAA grant documents, as necessary. The motion was seconded by Councilman Garvin.

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

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

NAY: None

Mayor Lewis declared the motion carried.

NEW BUSINESS

None

CITY MANAGER’S REPORT

Mr. Roath stated that the next Budget Workshop was scheduled for Thursday, June 12, at 6:00P.M. in the Conference Room.

REMARKS AND INQUIRIES BY CITY COUNCIL

Mayor Lewis commented on the clean up project and the first budget workshop.

RECESS COUNCIL MEETING

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

Councilman Condit moved to recess the Regular Meeting and convene the Authorities. The motion was seconded by Councilman Garvin 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, and the Regular Meeting was recessed at 7:46 P.M.

RECONVENE COUNCIL MEETING

The Regular Meeting was reconvened at 7:49 P.M.

Councilman Condit move to recess the Regular Meeting for an Executive Session to discuss the status of negotiations concerning employees and representatives of employee groups: IAFF and FOP, in accordance with Section 307.B.2 and to discuss the City Manager’s performance review in accordance with Section 307.B.1. The motion was seconded by Councilman Garvin.

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

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

Mayor Lewis declared the motion carried and the meeting was recessed at 7:50 P.M.

Councilman Read left at this time.

EXECUTIVE SESSION

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

- Section 307 (B) (2) - Discuss status of negotiations concerning employees and representatives of employee groups: IAFF and FOP.
- Section 307 (B) (1) – Discuss City Manager performance review.

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

The Regular Meeting was reconvened at 9:51 P.M. Mayor Lewis reported that the Council had gone into Executive Session to discuss the status of negotiations concerning employees and representatives of employee groups: IAFF and FOP, in accordance with Section 307.B.2 and to discuss the City Manager's performance review in accordance with Section 307.B.1. He stated that no action had been taken and the Council had returned to open session at 9:51 P.M.

ADJOURNMENT

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

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

NAY: None

Mayor Lewis declared the motion carried, and the meeting was adjourned at 9:52 P.M.

ATTEST:

Don R. Lewis, Mayor

Cora 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 8th and not on Monday, June 30th. 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. The 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:

Don R. Lewis, Mayor

Cora Middleton, City Clerk



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>March 13, 2012</u>	Item Number:	<u>1</u>
Department:	<u>Finance</u>	Account Code:	<u> </u>
Prepared By:	<u>Toni Ervin</u>	Budgeted Amount:	<u> </u>
Date Prepared:	<u>March 6, 2012</u>	Exhibits:	<u>6</u>

Subject

Consider, and act upon, an Ordinance amending Ordinance No. 2392 which established the budget for fiscal year 2011-2012; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency.

Recommendation

Motion to approve the budget amendment ordinance.

Discussion

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

See attached.

Approved By

		<i>Initial</i>	<i>Date</i>
Department Head		T. Ervin	3/6/2012
City Manager	P. Stasiak	<i>PJS</i>	3/6/2012

FY 11-12 Budget Amendments listed by Fund

				Revenue	Expense	Totals		
011	9/13/11	01	Highway Safety Grant	Approp. Funds for Highway Safety Grant	33,127.00	33,127.00		
020	11/8/11	01	General Fund	Approp Funds for Website Design	-	24,965.00		
023	11/8/11	01	General Fund	Approp Fund for Pay adjustment	-	2,789.00		
024	11/8/11	01	General Fund	Approp Fund for Pay adjustment	-	14,613.00		
035	12/13/11	01	General Fund	Approp Funds for 7 AED's	-	7,650.00		
037	1/10/12	01	General Fund	Approp. Funds for 2 Parks Trucks	-	56,000.00		
042	1/24/12	01	General Fund	Approp. Funds for Mid-Year Review	212,500.00	212,500.00		
054	3/13/12	01	General Fund	Approp. Funds for Street Light & FEMA Fire Gra	198,750.00	198,750.00	444,377	550,394
014	10/11/11	02	MPWA	Approp. Fund bal for 2010 CDBG and CIP	-	246,777.00		
021	11/8/11	02	MPWA	Approp. Funds for capital project-Traffic Light	-	20,000.00		
025	11/8/11	02	MPWA	Approp Fund for Pay adjustment	-	17,754.00		
030	11/22/11	02	MPWA	Approp. Funds for capital projects	-	14,441.00		
032	11/22/11	02	MPWA	Approp Fund for equipment and new employees	168,927.00	168,927.00		
033	12/13/11	02	MPWA	Approp. Funds for capital projects	-	31,371.00		
039	1/10/12	02	MPWA	Approp. Funds for Allied Rate Adjustment	59,542.00	59,542.00		
040	1/10/12	02	MPWA	Approp. Funds for capital projects	-	36,883.00		
043	1/24/12	02	MPWA	Approp. Funds for Mid-Year Review	153,000.00	153,000.00		
045	1/24/12	02	MPWA	Approp. Funds for capital projects	5,300.00	5,300.00		
048	2/14/12	02	MPWA	Approp. Funds for Change order	-	(3,300.00)		
050	2/28/12	02	MPWA	Approp. Funds for capital projects	157,500.00	157,500.00	544,269	908,195
026	11/8/11	03	Airport	Approp Fund for Pay adjustment	(7,275.00)	(7,275.00)	(7,275)	(7,275)
027	11/8/11	08	Nutrition	Approp Fund for Pay adjustment	(6,458.00)	(6,458.00)	(6,458)	(6,458)
019	10/25/11	14	Police Grant Fund	Approp Funds for grant for radios	10,000.00	10,000.00	10,000	10,000
056	3/13/12	19	Fire Improvement Grant	Approp. Funds for FEMA Fire Grant	75,000.00	75,000.00	75,000	75,000
006	8/23/11	21	Economic Development	Approp. Fund Bal for ED Proj.	-	669,000.00	-	669,000
010	8/23/11	24	Airport Grant	Approp. Fund Bal for Airport Grant	50,000.00	55,750.00		
012	9/13/11	24	FAA Runway Grant	Approp. Funds for FAA Runway 02/20 drainage	77,212.00	77,212.00		
036	1/10/12	24	Airport Grant	Approp. Fund Bal for Airport Grant	1,976,224.00	1,976,224.00	2,103,436	2,109,186
047	2/14/12	26	Educational Fund	Approp. Funds for Schools -Capital projects	-	700,000.00	-	700,000
017	11/8/11	27	Tourism Fund	Approp. Fund for partnership	-	10,290.00		
052	2/28/12	27	Tourism Fund	Approp. Funds for capital projects	10,000.00	10,000.00		
057	3/13/12	27	Tourism Fund	Approp. Funds for promotional advertisement	9,900.00	9,900.00	16,900	30,190
018	10/25/11	29	E-911 Fund	Approp Fund for new personnel positions	-	118,160.00		
029	11/8/11	29	E911 Fund	Approp Fund for Pay adjustment	-	5,418.00		
044	1/24/12	29	E911 Fund	Approp. Funds for Mid-Year Review	88,714.00	88,714.00	88,714	212,292
005	8/23/11	30	Economic Development	Approp. Fund Bal for ED Proj.	669,000.00	669,000.00		
013	10/11/11	30	Economic Development	Approp. Fund balance for 8 inch Water Main at 1	-	135,150.00		
058	3/13/12	30	Economic Development	Approp. Funds for promotional advertisement	9,900.00	9,900.00	678,900	814,050
003	7/12/11	32	Gifts & Contributions	Appropriate Fund Balances, etc.	-	12,383.60		
053	3/13/12	32	Gifts & Contributions	Approp. Funds for Donations	4,375.00	4,375.00	4,375	16,759
007	8/23/11	33	CDBG Grant Fund	Appropriate Fund Balances, etc.	142,634.00	233,284.00		
016	10/11/11	33	CDBG Grant Fund	Appropriate Fund Balances, etc.	148,000.00	148,000.00	290,634	381,264
028	11/8/11	35	Fleet Maintenance	Approp Fund for Pay adjustment	6,458.00	6,458.00	6,458	6,458
001	7/12/11	41	Capital Improvement	Appropriate Fund Balances, etc.	38,286.00	1,496,933.00		
004	8/23/11	41	Capital Improvement	Appropriate Fund Balances, etc.	-	278,879.00		
008	8/23/11	41	Capital Improvement	Appropriate Fund Balances, etc.	38,286.00	52,004.00		
009	8/23/11	41	Capital Improvement	Approp. Fund Bal for Airport Grant	-	50,000.00		
015	10/11/11	41	Capital Improvement	Approp. Funds for capital projects	172,651.00	172,651.00		
022	11/8/11	41	Capital Improvement	Approp. Funds for capital project-Traffic Light	15,000.00	15,000.00		
031	11/22/11	41	Capital Improvement	Approp. Funds for capital projects	14,441.00	14,441.00		
034	12/13/11	41	Capital Improvement	Approp. Funds for capital projects	31,371.00	31,371.00		
038	1/10/12	41	Capital Improvement	Approp. Funds for 2 Parks Trucks	56,000.00	56,000.00		
041	1/10/12	41	Capital Improvement	Approp. Funds for Utility Maintenance Truck	33,383.00	33,383.00		
046	1/24/12	41	Capital Improvement	Approp. Funds for capital projects	5,300.00	5,300.00		
049	2/14/12	41	Capital Improvement	Approp. Funds for Change order	(3,300.00)	(3,300.00)		
051	2/28/12	41	Capital Improvement	Approp. Funds for capital projects	157,500.00	157,500.00		
055	3/13/12	41	Capital Improvement	Approp. Funds for Street Light	195,000.00	195,000.00	753,918	2,555,162
002	7/12/11	42	Federal Forfeiture Fund	Appropriate Fund Balances, etc.	-	8,200.00	-	8,200

ORDINANCE NO. ____

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

WHEREAS, the City Council heretofore adopted Ordinance No. 2392 setting forth the Budget for Fiscal Year 2011-2012 beginning July 1, 2011 and ending June 30, 2012; and

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

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

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

WHEREAS, the City Council has determined that the proposed amendment to the FY 2011-2012 Budget, with the revenues and expenditures therein contained, is in the best interest of the City; and therefore, desires to adopt the same by formal action.

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

SECTION 1: The proposed amendment to the FY 2011-2012 Budget of the City of McAlester, Oklahoma, as heretofore adopted by Ordinance, as summarized in Exhibits A-1 through A-6, which is attached hereto and fully incorporated herein by reference, be, and the same hereby are, completely adopted and approved as an amendment to the said FY 2011-2012 Budget.

SECTION 2: All portions of the existing FY 2011-2012 Budget, Ordinance No. 2392 except as specifically herein amended, shall remain in full force and effect, and not be otherwise affected by the adoption of the amendatory ordinance.

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

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

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

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

PASSED and the EMERGENCY CLAUSE ruled on separately this 13th day of March, 2012.

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

By _____
Mayor

ATTEST:

Cora Middleton, City Clerk

Approved as to form and legality this 13th day of March, 2012.

William J. Ervin, City Attorney



McAlester City Council

AGENDA REPORT

Meeting Date: March 13, 2012 Item Number: 2
Department: City Clerk
Cora Middleton/Millie
Prepared By: Vance, Private Consultant Account Code: _____
Date Prepared: March 6, 2012 Budgeted Amount: _____
Exhibits: 1

Subject

Consider, and act upon, adopting Citizens Participation Plan for FY 2011-2012 Community Development Projects.

Recommendation

Motion to adopt Citizens Participation Plan for FY 2011-2012 Community Development Projects.

Discussion

Approved By

		<i>Initial</i>	<i>Date</i>
Department Head		CM	03/06/12
City Manager	P. Stasiak	<i>PJS</i>	03/06/12

ATTACHMENT B

CITY OF McALESTER CITIZEN PARTICIPATION PLAN

The City of McAlester intends to implement a citizen participation program for its 2011 application process to accomplish the following objectives:

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

This will be accomplished by:

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

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

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

ATTACHMENT B

summary of the proposed CDBG project will be available for public review after the Council has made its final selection.

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

This requirement will be met through scheduling a Special Public Hearing to discuss the City of McAlester 2011 CDBG proposal. At this hearing, the proposed project will be reviewed for the public and further citizen input will be solicited. Notice will be given seven (7) to ten (10) days in advance of this hearing in the City of McAlester and by posting at the City Hall/County Courthouse. The hearing will be held in the early evening so that citizens who work may attend. A second hearing will be held at the end of the grant period if the City of McAlester is funded in the 2011 CDBG process.

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

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

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

The proposed seven (7) to ten (10) day notice for all public meetings and hearings in connection with the City of McAlester 2011 CDBG application process is believed by the City of McAlester to afford citizens with reasonable advance notice. In addition, if any change is proposed to the purpose, scope, location, or beneficiaries of the proposed project or if the CDBG project budget changes by more than 25%, the public will be notified and afforded an opportunity for additional input.

ATTACHMENT B

Provide the place, telephone number, and times when citizens are able to submit written complaints or grievances, and the process the City of McAlester will use to provide a timely, written response to such complaints or grievances.

Citizens with comments or grievances on the 2011 CDBG process may submit them in writing or in person at the City Hall/County Courthouse during regular business hours or may call 918-423-9300. The City of McAlester will respond to such comments or grievances within fifteen (15) working days, where practicable.

By formally adopting this Citizen Participation Plan, the City of McAlester City Council/Board of Commissioners accepts the responsibility for implementing its provisions. The Council/Commission further charges all employees and contractors with the responsibility of implementing this plan and living up to the spirit of the citizen participation requirements of the 2011 CDBG program.

Adopted this 13th day of March, 2011 by the City Council/Board of

Commissioners of the City of McAlester.

Chief Elected Official

ATTEST;

Clerk's Signature



McAlester City Council

AGENDA REPORT

Meeting Date: March 13, 2012 Item Number: 3
Department: City Clerk
Cora Middleton/Millie
Prepared By: Vance, Private Consultant Account Code: _____
Date Prepared: March 6, 2012 Budgeted Amount: _____
Exhibits: 1

Subject

Discussion, CDBG-EDIF documents, (Statement of Compliance, Ordinance Job Tracking, Resolution Accepting and Job Tracking) to be approved after notification of CDBG-EDIF Grant is funded.

Recommendation

Discussion only of CDBG-EDIF related documents. To be considered after notification of award of Grant.

Discussion

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	CM	03/06/12
City Manager	P. Stasiak <i>PJS</i>	03/06/12

STATEMENT OF COMPLIANCE

AS REQUIRED BY THE OKLAHOMA DEPARTMENT OF COMMERCE SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT ECONOMIC DEVELOPMENT INFRASTRUCTURE FINANCE (CDBG-EDIF) CONTRACT SPECIAL CONDITIONS.

It is the determination and decision of the City of McAlester, Oklahoma that:

1. The City of McAlester has and will comply with all Federal and Oklahoma Procurement Procedures requirements for all professional service contracts (including administration and engineering contracts) and public infrastructure construction contracts funded either in part or in whole by the Community Development Block Grant-Economic Development Infrastructure Financing (CDBG-EDIF) program.
2. The City of McAlester has not and will not use the funds from the CDBG-EDIF program to reimburse the City for ineligible costs incurred prior to or after the release of funds date as determined by the Oklahoma Department of Commerce. The City of McAlester has not and will not start construction of the CDBG-EDIF – Hampel Oil Distributors, Inc. Project funded components with other funds and then reimburse those funds when the CDBG-EDIF assistance begins. The City of McAlester has not and will not use CDBG-EDIF funds for force account work.
3. The City of McAlester has all easements, right-of-ways and real property required for the construction of the public infrastructure as identified in the CDBG-EDIF – Hampel Oil Distributors, Inc. application and related documents.

CERTIFIED THIS _____ DAY OF _____, 2012.

ATTEST:

Mayor

Cora Middleton, City Clerk

ORDINANCE NO. _____

AN ORDINANCE RELATING TO ECONOMIC DEVELOPMENT WITHIN THE CITY OF McALESTER, OKLAHOMA, PROVIDING FOR MANDATORY PROVISION OF EMPLOYMENT AND BENEFICIARY INFORMATION TO BE FURNISHED BY ANY ENTITY USING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDED INFRASTRUCTURE IMPROVEMENTS

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

SECTION 1. The Community Development Block Grant – Economic Development Infrastructure Financing (CDBG-EDIF) funds are intended to provide assistance to support the establishment and operation of new and expanding business ventures. Any entity using infrastructure improvements financed by CDBG-EDIF funds must agree to, and shall provide employment and beneficiary information as required by the specific terms and contract conditions.

SECTION 2. The employment and beneficiary information shall be provided on a monthly basis during a period of time beginning with the date of the Oklahoma Department of Commerce, on behalf of the State of Oklahoma, awarded the CDBG-EDIF contract to the City of McAlester, Oklahoma, and ending one (1) year after the physical completion of the CDBG-EDIF funded infrastructure improvement and closeout of the project.

SECTION 3. For the immediate preservation of the peace, health, and safety of the City of McAlester, Oklahoma and of the inhabitants thereof, it is necessary that this Ordinance shall become operative and go into effect immediately upon its approval.

APPROVED this ____ day of _____, 2012 by the Mayor and City Council of the City of McAlester, Oklahoma.

Mayor

ATTEST:

Cora Middleton, City Clerk

(City Seal)

RESOLUTION NO. _____

A RESOLUTION APPROVING AND ACCEPTING A COMMUNITY DEVELOPMENT BLOCK GRANT – ECONOMIC DEVELOPMENT INFRASTRUCTURE FINANCING GRANT (CDBG-EDIF) IN THE AMOUNT OF \$140,000 AND FOR PROVIDING JOB TRACKING

WHEREAS, the City of McAlester has been notified by the Oklahoma Department of Commerce that a review and analysis of the City of McAlester's request for an infrastructure grant to assist with the construction of an 8 inch water main and railroad crossing improvements has been completed; and

WHEREAS, the City of McAlester has been notified by the Oklahoma Department of Commerce that the Hampel Oil Distributors, Inc. project has been approved for funding; and

WHEREAS, the Oklahoma Department of Commerce requires formal notification of approval and acceptance of the CDBG-EDIF funding by the City of McAlester; and

WHEREAS, the Oklahoma Department of Commerce requires the City of McAlester to track jobs created by Hampel Oil Distributors, Inc., as beneficiary of the CDBG-EDIF funded infrastructure improvements within the time limit and under grant conditions. For all other beneficiaries of the infrastructure improvement, the City of McAlester job tracking requirements will be for a period of time starting with the date the state awarded the CDBG-EDIF funds and ending one year after the physical completion of the above referenced improvements.

NOW THEREFORE, BE IT RESOLVED, the City of McAlester City Council does hereby approve and accept the CDBG-EDIF grant funds through the Oklahoma Department of Commerce in the amount of \$140,000 to assist with the Hampel Oil Distributors, Inc. water main / railroad crossing improvements construction project. Further, be it resolved, the City of McAlester will track jobs provided by Hampel Oil Distributors, Inc. in the time and upon the conditions established by the Oklahoma Department of Commerce until the project has been closed out and all jobs created. All other beneficiaries of the project shall be required to provide job tracking information to the City of McAlester for the period of time beginning with the date the State of Oklahoma awarded the CDBG-EDIF funds to the City of McAlester and ending one year after the physical completion of the improvements.

PASSED AND APPROVED this _____ day of _____, 2012.

Mayor

Attest: _____
Cora Middleton, Clerk

(Seal)



McAlester City Council

AGENDA REPORT

Meeting Date: March 13, 2012 Item Number: 4
Department: City Clerk
Cora Middleton/Millie
Prepared By: Vance, Private Consultant Account Code: _____
Date Prepared: March 6, 2012 Budgeted Amount: _____
Exhibits: 1

Subject

Consider, and act upon, Resolution to apply for CDBG-EDIF Funds from the Oklahoma Department of Commerce (ODOC) for the CDBG-EDIF – Hampel Oil Distributors, Inc. Water Line/Railroad Crossing Project.

Recommendation

Motion to approve Resolution to apply for CDBG-EDIF Funds from the Oklahoma Department of Commerce (ODOC) for the CDBG-EDIF – Hampel Oil Distributors, Inc. Water Line/Railroad Crossing Project.

Discussion

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	CM	03/06/12
City Manager	P. Stasiak <i>Pfs</i>	03/06/12

**FY 2011 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
ECONOMIC DEVELOPMENT INFRASTRUCTURE FINANCING (EDIF)**

RESOLUTION

WHEREAS, Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended, authorized the Secretary of Housing and Urban Development, as representative of the United States of America, to grant to the State of Oklahoma funds and administrative responsibility for the "Small Cities Community Development Block Grant" program; and

WHEREAS, the Oklahoma Department of Commerce, pursuant to designation by the Governor as the administering agency of the Community Development Block Grant Program for Small Cities in Oklahoma; is directed to further the purposes of community development in the State, and is authorized and empowered to accept funds from the Federal Government or its agencies and to enter into such contracts and agreements as are necessary to carry out the functions of the Department, and

WHEREAS, the CITY OF McALESTER is a local unit of general purpose government and has provided opportunity for input by residents in determining and prioritizing community development needs, and

WHEREAS, the statement of community development needs is attached to this Resolution.

NOW THEREFORE, BE IT FURTHER RESOLVED by the CITY COUNCIL that THE CITY OF McALESTER affirms its commitment to take all action within its power to facilitate the receipt of the assistance of community development funds if, the CITY OF McALESTER affirms its commitment to take all action within its power to facilitate the receipt of the assistance of community development funds if the CITY OF McALESTER is awarded a Community Development Block Grant, and upon receipt to administer said grant by the rules and regulations established by the United States of America, the State of Oklahoma, and all empowered agencies thereof.

ADOPTED THIS 13th day of March, 2012, at a regularly scheduled meeting of the governing body, in compliance with the Open Meeting Act, 25 O.S. §§ 301-314 (2001).

Mayor

Attest:

Cora Middleton, City Clerk

{SEAL}



McAlester City Council

AGENDA REPORT

Meeting Date: March 13, 2012 Item Number: 5
Department: City Clerk
Cora Middleton/Millie
Prepared By: Vance, Private Consultant Account Code: _____
Date Prepared: March 6, 2012 Budgeted Amount: _____
Exhibits: 1

Subject

Consider and act upon, Proposed Budget for the CDBG-EDIF Hampel Oil Distributors, Inc. Water Line/Railroad Crossing Project.

Recommendation

Motion to approve Proposed Budget for the CDBG-EDIF Hampel Oil Distributors, Inc. Water Line/Railroad Crossing Project.

Discussion

Approved By

		Initial	Date
Department Head		CM	03/06/12
City Manager	P. Stasiak	<i>PJS</i>	03/06/12

SOURCE AND USE FUNDS						
Use of Funds	OTHER SOURCES OF FUNDS					TOTAL
	CDBG-EDIF GRANT	City of McAlester	Hampel Oil			
Infrastructure Improvements – Water	115,000.00					115,000.00
Infrastructure Improvements - Wastewater						
Infrastructure Improvements – Transportation						
Infrastructure Improvements – Other (specify)	25,000.00					25,000.00
Land and Building Acquisition						
Construction or Renovation			800,000.00			800,000.00
Furniture and Fixtures						
Machinery and Equipment						
Engineering – Basic		16,400.00				16,400.00
Engineering – Resident Inspection		6,600.00				6,600.00
Other Professional Fees – (specify)						
Project Administration		11,200.00				11,200.00
DEQ Permit Fee		292.50				292.50
TOTAL	140,000.00	34,492.50	800,000.00			974,492.50



McAlester City Council

AGENDA REPORT

Meeting Date: March 13, 2012 Item Number: 6
Department: City Clerk
Cora Middleton/Millie
Prepared By: Vance, Private Consultant Account Code: _____
Date Prepared: March 6, 2012 Budgeted Amount: _____
Exhibits: 1

Subject

Consider, and act upon, Resolution on Leverage Funds for CDBG-EDIF – Hampel Oil Distributors, Inc. Water Line/Railroad Crossing Project.

Recommendation

Motion to approve Resolution on Leverage Funds for CDBG-EDIF – Hampel Oil Distributors, Inc. Water Line/Railroad Crossing Project.

Discussion

Approved By

		Initial	Date
Department Head		CM	03/06/12
City Manager	P. Stasiak		03/06/12



McAlester City Council

AGENDA REPORT

Meeting Date: March 13, 2012 Item Number: 7
Department: City Clerk
Cora Middleton/Millie
Prepared By: Vance, Private Consultant Account Code: _____
Date Prepared: March 6, 2012 Budgeted Amount: _____
Exhibits: 1

Subject

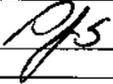
Consider, and act upon, approval of contract with Millie Vance, Inc. to prepare CDBG-EDIF grant application and provide Administrative Services for the CDBG-EDIF – Hampel Oil Distributors, Inc. Water Line/Railroad Crossing Project and authorize Mayor to sign related documents.

Recommendation

Motion to approve contract with Millie Vance, Inc. to prepare CDBG-EDIF grant application and provide Administrative Services for the CDBG-EDIF – Hampel Oil Distributors, Inc. Water Line/Railroad Crossing Project and authorize Mayor to sign related documents.

Discussion

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	CM	03/06/12
City Manager	P. Stasiak 	03/06/12

CONTRACT FOR ADMINISTRATIVE SERVICES

THIS CONTRACT SHALL BECOME NULL AND VOID IF CDBG-EDIF FUNDING FOR THE HAMPEL OIL DISTRIBUTORS, INC. WATER LINE / RAILROAD CROSSING PROJECT IS NOT RECEIVED BY THE CITY.

The **City of McAlester** hereafter referred to as **City**, and **Millie Vance Incorporated** hereafter referred to as **Contractor**, for the consideration hereinafter set forth, agree as follows:

This contract shall become effective the _____ day of _____, 2012, and shall be in effect through the _____ day of _____, 2012. The contract period may be extended by mutual agreement of both parties.

I. SCOPE OF SERVICES

The **Contractor** agrees to perform administrative consulting services as specified in **Administrative Responsibilities, Attachment 2 of CDBG Requirement 402**, (hereby attached to this contract), of the CDBG Implementation Manual for the purpose of carrying out the Community Development Block Grant-Economic Development Infrastructure Financing (CDBG-EDIF) project:

Project: **CDBG-EDIF Project Serving Hampel Oil Distributors, Inc.**

II. COMPENSATION AND METHOD OF PAYMENT

The **City** agrees to pay the **Contractor**, as compensation for administrative consulting services, a total sum not to exceed **\$11,200**. Reimbursement for each service listed shall not exceed the completion percentage of the service provided.

III. GENERAL TERMS AND CONDITIONS

- A. Subcontract Notification Provision:** None of the work and services covered by this contract may be subcontracted without the written consent of the **City**. In no event will any subcontract incur any obligation on the part of the **City**.
- B. Modification:** This contract is subject to such modification as may be required by Federal or State law or regulations. The work and services to be performed and the total contract amount may be modified only upon written agreement of both parties and approval by the Oklahoma Department of Commerce.
- C. Interpretation, Remedies:**
1. In the event the parties fail to agree on charges or interpretations of this contract, both parties may jointly agree, in writing, to utilize an outside mediator to assist the parties to come to an agreement.
 2. Neither forbearance nor payment by the **City** shall be construed to constitute waiver of any remedies for any default or breach by the **Contractor** that exists then or occurs later.

D. SEVERABILITY CLAUSE

If any provision under this contract or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this contract or its application that can be given effect without the invalid provision or application.

E. HOLD HARMLESS CLAUSE

Contractor shall, within limitations placed on such entities by State law, save harmless the State of Oklahoma, its agents, officers and employees and the **City**, its agents, officers and employees from all claims and actions and all expenses defending same that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by **Contractor**. **Contractor** shall, within limitations placed on such entities by State law, save harmless the State of Oklahoma, its agents, officers and employees and the **City**, its agents, officers and employees from any claim or amount recovered as a result of infringement of patent, trademark or copyright or from any claims or amounts arising or recovered under Workers' Compensation law or any other law. In any agreement with any subcontractor or any agent for **Contractor**, **Contractor** will specify that such subcontractors or agents shall hold harmless the State of Oklahoma, its agents, officers and employees and the **City**, its agents, officers and employees for all the hereinbefore described expenses, claims, actions or amounts recovered.

F. PERSONNEL

1. The **Contractor** represents that she has or will secure, at her own expense, all personnel required to perform the services under this contract. Such personnel shall not be employees of nor have any contractual relationship with the **City**.
2. The **Contractor** has full responsibility for payment of Workers' Compensation insurance, unemployment insurance, social security, State and federal income tax and any other deductions required by law for its employees.
3. All of the services required hereunder will be performed by the **Contractor** or under her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

G. TERMINATION OF CONTRACT FOR CAUSE

1. If, for any cause, the **Contractor** shall fail to fulfill in a timely and proper manner her obligations under this contract or if the **Contractor** shall violate any of the covenants, agreements or stipulations of this contract, the **City** shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In such event, the **Contractor** shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
2. Notwithstanding the above, the **Contractor** shall not be relieved of liability to the **City** for damages sustained by the **City** by virtue of any breach of the contract by the **Contractor** and the **City** may withhold any payments to the **Contractor** until such time as the exact amount of damages due the **City** from the **Contractor** is determined.

H. TERMINATION FOR CONVENIENCE OF THE ACIDA

The **City** may terminate this contract at any time by giving at least 30 days notice in writing to the **Contractor**. If the contract is terminated by the **City** as provided herein, the **Contractor** will be paid for the time provided and all allowable expenses incurred up to the termination date.

I. CONFLICT OF INTEREST

No member of the governing body of the **City** or any other officer, employee or agent of the **City** who exercises any functions or responsibilities in connection with the planning and carrying out of the program shall have any personal financial interest, direct or indirect, in this agreement and the **Contractor** shall take appropriate steps to assure compliance.

J. INTEREST OF CONTRACTOR AND EMPLOYEES

The **Contractor** covenants that she presently has no interest and shall not acquire any interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of her services hereunder. The **Contractor** further covenants that in the performance of this agreement, no person having any such interest shall be employed.

K. REPORTS AND INFORMATION

1. The **Contractor**, at such times and in such forms as the **City** may require, shall furnish the **City** with such periodic reports as it may request pertaining to the work or services undertaken pursuant to the contract, costs and obligations incurred or to be incurred in connection therewith and any other matters covered by this contract.
2. The **Contractor** shall furnish the **City** with narrative reports and financial reports related to the elements of this contract in the forms and at such times as may be required by the **City** or Federal and State grantor agencies.

L. COMPLIANCE WITH LOCAL LAWS

The **Contractor** shall comply with all applicable laws, ordinances and codes of the State and local governments and the **Contractor** shall save the **City** harmless with respect to any damages arising from any tort done in performing any of the work under this contract.

M. COPYRIGHT

No reports, maps or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the **Contractor**.

N. RECORDS AND AUDITS

The **Contractor** shall assist the **City** in obtaining and organizing all books, documents, papers, records and other materials involving all activities and transactions related to this contract. The **Contractor** shall also retain **Contractor's** own records relating to this contract for at least three (3) years from the date of submission of the final expenditure report by the **City** or until all audit findings have been resolved, whichever is later. **Contractor** shall permit authorized representatives of the Oklahoma Dept. of Commerce, the U.S. Department of Housing and Urban Development, the Federal or State department of Labor and the U.S. Comptroller General to have full access to and the right to fully examine all such materials.

0. ANTI-KICKBACK REGULATIONS

The **Contractor** shall comply with all applicable anti-kickback regulations covered under Department of Labor Regulation 29 CFR, Part III.

Executed by:

City of McAlester
Name of Trust

Signature

Mayor
Typed Name & Title

Date

ATTEST:

Signature

Cora Middleton, Clerk
Typed Name & Title

(CITY SEAL)

Executed by:

Millie Vance Incorporated
Contractor

Signature

Millie Vance, President
Typed Name & Title

Date

(CORPORATE SEAL)

ADMINISTRATIVE RESPONSIBILITIES

I. ADMINISTRATIVE TASKS

When a **Contractor (administrator)** enters into a contract for administrative services, the administrator shall comply will all Federal and State laws and all ODOC requirements. However, the **City** is not relieved if its contractual obligation to ensure compliance. The following list identifies who shall be responsible to ensure the following tasks are completed in a timely manner:

	<u>City</u>	<u>Certified CDBG Administrator</u>
A. Public Hearings	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. Environmental Review	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C. Release of Funds	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. Requests for Payment	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E. Monthly Expenditure Reports	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F. Project Files	<input type="checkbox"/>	<input checked="" type="checkbox"/>
G. Quarterly Progress Reports	<input type="checkbox"/>	<input checked="" type="checkbox"/>
H. Bid Documents, Notice of Award, Pre-Construction Conference, Notice to Proceed	<input type="checkbox"/>	<input checked="" type="checkbox"/>
I. Weekly Payrolls	<input type="checkbox"/>	<input checked="" type="checkbox"/>
J. On-site Interviews	<input type="checkbox"/>	<input checked="" type="checkbox"/>
K. Coordinate On-site Visits (Construction)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
L. Closeout Documents	<input type="checkbox"/>	<input checked="" type="checkbox"/>

II. DEFINITIONS: The following are definitions of the above assigned tasks:

- A. **Public Hearing:** All public hearings must be held in accordance with the **City's** Citizen Participation Plan in order to comply with 24 CFR 570.486.

- B. **Environmental Review:** Prepare environmental review record for all activities. Responsibilities include making a recommendation to the local governing body as to a finding of the level of impact, preparation of all required public notices, preparation for Request for Release of Funds and acquiring adequate documentation. For activities not exempt from environmental assessments, an environmental assessment will be prepared. For activities exempt and/or categorically excluded from environmental assessments, prepare a written Finding of Exemption, which should identify the project or activity and under which of the categories of exemption it falls. Also include documentation of compliance with requirements of historic preservation, floodplains and wetlands and other applicable authorities.

- C. **Release of Funds:** Preparation of Environmental Review, leverage/commitment (if applicable), insurance and bonding, Residential Anti-Displacement Plan, Placement Plan (ED projects only), and Special Conditions (as required). These documents will be presented to the local governing board for approval and signature and submitted to ODOC for processing.

- D. Requests for Payment: Requests for funds must be submitted to ODOC on the approved form and prepared in conformance with the instructions provided. **Only** request funds that can be expended within the allotted time (15 days from date funds received). The following information is needed to complete this form: Engineer pay estimates, approved invoices, Non-collusion affidavits and other documents as required by the governing board. Although the administrator can complete this form, the **City** must sign it.
- E. Monthly Expenditure Reports: The **City** must report all funds received in a timely manner. A Monthly Expenditure Report must be completed and sent to ODOC by the 10th of the following month in which CDBG funds have been received. The administrator can complete this report, however, it must be signed by an authorized representative of the **City**. Failure to submit this report will result in Requests for Payment being held until all funds received have been reported.
- F. Project Files: All originals are to be maintained with the **City** to demonstrate compliance with all applicable State, local, and Federal regulations. Monitor project files throughout the program to ensure they are complete and that all necessary documentation is being retained.
- G. Quarterly Program Reports: This report must be prepared and submitted to ODOC by the 10th day of July, October, January, and April.
- H. Bid Documents, Notice of Award, Pre-construction Conference, and Notice to Proceed: Preparation of the Notice of Award with certification from the construction contractor that he is not listed on the “Debarred List”. Ensure a copy is submitted to ODOC. Conduct the Pre-Construction Conference, prepare a report in conjunction with contractor, engineer, architect, and subcontractor to explain contract requirements.
- I. Weekly Payrolls: Ensure weekly payrolls and statements of compliance are submitted and compared with Davis-Bacon Wage Rates.
- J. On-site Interviews: Conduct on-site interviews of at least 10% of the subcontractor’s employees for each job classification. Interview must be conducted at least once during the course of construction.
- K. On-Site Visits: Coordinate On-Site visits.
- L. Closeout Documents: Transmittal of CDBG Closeout documents, Final Expenditure Reports, Contract Closeout Certifications and Beneficiary Report.



McAlester City Council

AGENDA REPORT

Meeting Date: March 13, 2012 Item Number: 8
Department: City Clerk
Prepared By: Cora Middleton Account Code: _____
Date Prepared: March 6, 2012 Budgeted Amount: _____
Exhibits: 1

Subject

Consider, and act upon, adopting Residential Anti-Displacement Plan for CDBG-EDIF – Hampel Oil Distributors, Inc. Water Line/Railroad Crossing Project.

Recommendation

Motion to adopt Residential Anti-Displacement Plan for CDBG-EDIF – Hampel Oil Distributors, Inc. Water Line/Railroad Crossing Project.

Discussion

Approved By

		Initial	Date
Department Head		CM	03/06/12
City Manager	P. Stasiak	<i>PJS</i>	03/06/12

**RESIDENTIAL ANTIDISPLACEMENT
AND
RELOCATION ASSISTANCE PLAN**

The **City of McAlester** will undertake community economic development activities (Hampel Oil Distributors, Inc. water line/railroad crossing project) funded through the Oklahoma Department of Commerce CDBG-EDIF Grant program. No demolition or conversion of low/moderate-income dwelling units is anticipated by the **City of McAlester** in conjunction with the activities assisted with these funds. Under Section 104 (d) of the housing and Community Development Act of 1974, as Amended, if such demolition or conversion unexpected occurs, before obligating or expending funds that will directly result in such demolition or conversion, the **City of McAlester** will make public and submit to the Oklahoma Department of Commerce the following information in writing:

A description of the proposed assisted activity;

1. The location on a map and number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low/moderate-income dwelling units as a direct result of the assisted activity;
2. A time schedule for commencement and completion of the demolition or conversion;
3. The location on a map and number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
4. The source of funding and a time schedule for the provision of replacement dwelling units; and
5. The basis for concluding that each replacement dwelling unit will remain a low/moderate-income dwelling unit for at least 10 years from the date of initial occupancy;
6. Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units is consistent with the housing needs of units is consistent with the housing needs of low/moderate-income household in the jurisdiction.

If displacement of low/moderate-income households occurs in conjunction with the activities funded with CDBG funds, the **City of McAlester** will provide relocation assistance, as described in 570.496(b)(2) to each low/moderate-income household displaced by the demolition of housing or by the conversion of a low/moderate-income dwelling to another use as direct result of assisted activities.

City of McAlester

By: _____
Mayor

Date: _____

ATTEST

Cora Middleton, City Clerk

(City Seal)



McAlester City Council

AGENDA REPORT

Meeting Date: March 13, 2012 Item Number: 9
Department: Planning and Community Development
Prepared By: Peter J. Stasiak, CM Account Code: _____
Date Prepared: March 5, 2012 Budgeted Amount: _____
Exhibits: 2

Subject

Consider, and act upon, a Resolution adopting the 2009 edition of the International Residential Code, the 2009 edition of the International Building Code and the 2008 edition of the National Electrical Code, and amending Ordinance Sections 18-51, 18-53, 18-141, 18-271, 18-348.

Recommendation

Motion to approve the Resolution adopting these code changes and amending Ordinance, Sections 18-51, 18-53, 18-141, 18-271, 18-348 of the Code of Ordinance of the City of McAlester.

Discussion

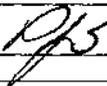
Adoption of these code changes will bring the City of McAlester into compliance with the code revisions adopted and mandated by the State of Oklahoma.

Attachments:

Resolution

Building Code Revisions (Chapter 18, Article III, Building and amending Ordinance Sections 18-51, 18-53, 18-141, 18-271, 18-348)

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	DL	03/05/12
City Manager	P. Stasiak 	03/05/12

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCE, CITY OF MCALESTER, OKLAHOMA AMENDING THE FOLLOWING SECTIONS 18-51; 18-53; 18-141; 18-217; and 18-348.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL, THAT:

SECTION 1: Section 18-51 of the Code of Ordinance, City of McAlester, Oklahoma is hereby amended to read as follows:

Section 18-51. Adopted.

There is hereby adopted, for the purpose of establishing rules and regulations for the construction, alteration, demolition, equipment, use and occupancy, location and maintenance of buildings, and structures, that certain building codes known as the International Building Code, ~~2003~~ 2009 edition and the International Residential Code, ~~2003~~ 2009 edition, and the whole thereof, save and except such portions as are hereinafter deleted, modified or amended, of which code not less than three copies are on file in the office of the code administrator; and the same is hereby incorporated as a part hereof as fully as if set out at length in this article. The provisions of such code shall be controlling in the construction, alteration, demolition, equipment, use and occupancy, location and maintenance of all buildings and other structures within the corporate limits of the city.

SECTION 2: Section 18-53 of the Code of Ordinance, City of McAlester, Oklahoma is hereby amended to read as follows:

Section 18-53. Amendments.

The International Building Code, ~~2003~~ 2009 edition is hereby amended to provide for submission requirements and fees for permits as follows:

SECTION 3: Section 18-141 of the Code of Ordinance, City of McAlester, Oklahoma is hereby amended to read as follows:

Section 18-141. National Electrical Code adopted.

There is hereby adopted, for the purpose of establishing rules and regulations for the installation and use of electrical equipment in buildings and structures, that certain electrical code known as the National Electrical Code, ~~2002~~ 2008 edition, and all subsequent editions and amendments, recommended by the American Insurance Association; and the whole thereof, and the same is hereby incorporated as fully as if set out at length in this division. The provisions of such code shall be controlling in the installation and use of electrical equipment in buildings and structures within the corporate limits of the city; provided, however, that if any provision of such code conflicts with any other provision of this article the latter shall govern.

Section 4: SECTION 18-271 of the Code of Ordinance, City of McAlester, Oklahoma is hereby amended to read as follows:

Section 18-271. PVCV plastic drain and vent pipe and fittings; PVC plastic water services.

The use of polyvinyl chloride (PVC) plastic drain and vent pipe and fittings, and all water services will be governed by the edition of ~~BOCA National Plumbing Code (2003~~ 2009 International Plumbing Code) as adopted and amended in this article.

Section 5: SECTION 18-348, Fees of the Code of Ordinances of the City of McAlester hereby amended to read as follows:

Section 18-348. Fees.

The application for a permit under this division shall be accompanied by a permit fee in the amount of ~~fifty dollars (\$50.00)~~ one hundred dollars (\$100.00) plus an inspection fee of ~~twenty-five dollars (\$25.00)~~ fifty dollar (\$50.00). Persons/contractors making an application for a permit to move a building or structure into the city limits from a location outside the city shall be required to post a five-thousand dollar (\$5,000.00) bond as security to bring the building or structure up to standard. This bond is in addition to the permit and inspection fees. Buildings or structures to be moved into the city require inspection, prior to issuance of moving permit. A mileage charge, ~~twenty cents (\$0.20)~~ fifty five and 1/2 cents (\$0.555) will be assessed from the nearest point of city limits to the location of the structure for inspection purposes.

Passed on this 13th day of March, 2012.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By _____
Mayor

(SEAL)

ATTEST:

Cora Middleton, City Clerk

Approved as to form and legality this 13th day of March, 2012.

By _____
Joe Ervin, City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF McALESTER, OKLAHOMA, DECLARING THE ADOPTION OF THE INTERNATIONAL RESIDENTIAL CODE, 2009 EDITION, THE INTERNATIONAL BUILDING CODE, 2009 EDITION, AND THE NATIONAL ELECTRICAL CODE, 2008 EDITION.

.....

WHEREAS, the City of McAlester desires to achieve compliance with the construction codes adopted and mandated by the State of Oklahoma.

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

SECTION 1: The changes listed in exhibit "A" attached and made part of the resolution replace the sections of the Code of Ordinances of the City of McAlester Section 18, titled Building and Building Regulations.

PASSED AND APPROVED at the City of McAlester, Oklahoma, and duly signed by the Mayor this 13th Day of March, 2012 regular meeting of the City Council of the:

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

**By _____
Mayor**

Attest:

Cora Middleton, City Clerk



McAlester City Council

AGENDA REPORT

Meeting Date: 03/13/2012 Item Number: 10
Department: Fire Department
Prepared By: Brett Brewer Account Code: _____
Date Prepared: 03/05/2012 Budgeted Amount: _____
Exhibits: 2

Subject

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

Recommendation

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

Discussion

The new ambulance will be in service soon and we need to install a radio system in it. We also need to do repairs to our repeater as well as purchase approx. 20 new handheld radios. This will allow every firefighter access to a handheld radio on the fire ground and will be an asset as well as a needed safety precaution. The funds needed will be approx. \$15,500.00.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	BB	03//05/2012
City Manager	P. Stasiak <i>PJS</i>	

PITTSBURG COUNTY CLERK 2/23/2012
 JANICE BARKER 10:16:45AM

Appropriation Ledger
 Account FD-MCAL-2: MCALESTER FIRE DEPT M&O
 Fiscal Year 2011-2012

Dist.	Date	Vendor	PO #	PO Amount	Adjustment	Amount		Warrant Number	Unexpended	Unliquidated Encumbrances	Unencumbered
					Amount	Approved	Paid				
	7/5/2011	CARRYOVER BALANCE			\$65585.03				65,585.03	0.00	65,585.03
	8/1/2011	MONTHLY APPROPRIATION			\$6728.01				72,313.04	0.00	72,313.04
	8/18/2011	SERVA-LITE	001418	\$669.00					72,313.04	669.00	71,644.04
	8/22/2011	SERVA-LITE	001418			\$669.00	8/30/2011	000207	71,644.04	0.00	71,644.04
	9/6/2011	MONTHLY APPROPRIATION			\$5809.17				77,453.21	0.00	77,453.21
	10/3/2011	MONTHLY APPROPRIATION			\$6323.17				83,776.38	0.00	83,776.38
	11/7/2011	MONTHLY APPROPRIATION			\$7276.84				91,053.22	0.00	91,053.22
	11/7/2011	CARRYOVER BALANCE			\$565.00				91,618.22	0.00	91,618.22
	12/5/2011	MONTHLY APPROPRIATION			\$7060.30				98,678.52	0.00	98,678.52
	12/9/2011	NEWS CAPITAL & DEMOCRA	004768	\$40.80					98,678.52	40.80	98,637.72
	12/13/2011	NEWS CAPITAL & DEMOCRA	004768			\$40.80	12/16/2011	000740	98,637.72	0.00	98,637.72
	1/3/2012	MONTHLY APPROPRIATION			\$6190.23				104,827.95	0.00	104,827.95
	1/23/2012	TRANSFER			\$-41100.00				63,727.95	0.00	63,727.95
	2/6/2012	MONTHLY APPROPRIATION			\$6759.06				70,487.01	0.00	70,487.01
	2/21/2012	TRANSFER			\$-40000.00				30,487.01	0.00	30,487.01
	2/21/2012	Range Totals:		\$709.80	\$0.00	\$709.80					

Year Total: \$709.80 \$0.00 \$709.80 \$30,487.01 \$0.00 \$30,487.01

* Paid column reflects the date on which the warrant was cancelled or void.

F:\Clerk\APP\WOP\0112\p01120212.rpt

PITTSBURG COUNTY CLERK	2/23/2012
JANICE BARKER	10:16:16AM

Appropriation Ledger
Account FD-MCAL-3: MCALESTER FIRE DEPT CAP OUTLAY
Fiscal Year 2011-2012

<u>Dist.</u>	<u>Date</u>	<u>Vendor</u>	<u>PO #</u>	<u>PO Amount</u>	<u>Adjustment</u> <u>Amount</u>	<u>Amount</u> <u>Approved</u>	<u>Paid</u>	<u>Warrant</u> <u>Number</u>	<u>Unexpended</u>	<u>Unliquidated</u> <u>Encumbrances</u>	<u>Unencumbered</u>
	7/5/2011	CARRYOVER BALANCE			\$9484.81	CARRYOVER FROM 2010-2011			9,484.81	0.00	9,484.81
	11/7/2011	CARRYOVER BALANCE			\$2338.30	CARRYOVER FROM 2010-2011			11,823.11	0.00	11,823.11
	1/23/2012	TRANSFER			\$41100.00	Transfer From Fd-Mcal-2			52,923.11	0.00	52,923.11
	2/21/2012	TRANSFER			\$40000.00	TRANSFER FROM FD-MCAL-2			92,923.11	0.00	92,923.11
	2/21/2012	Range Totals:		\$0.00	\$0.00	\$0.00					

Year Total: \$0.00 \$0.00 \$0.00 \$92,923.11 \$0.00 \$92,923.11

* Paid column reflects the date on which the warrant was cancelled or void.

McALESTER FIRE
DEPARTMENT

CHIEF: BRETT BREWER
ASST. CHIEF: WILLIAM JERNIGEN
FIRE MARSHAL: BOBBY R. TUCKER
607 Village Blvd
McAlester, OK 74501
918-421-4950
Fax 918-423-6910

FAX

To: Attn. <u>Linda</u>	From: <u>Caval</u>
Fax: <u>421-4970</u>	Pages: <u>5</u>
Date: <u>3/7/12</u>	Phone: <u>918-421-4950</u>

Comments:

Estimate - 361 - 2673.⁶⁰

Repair & Install - Repeater

Estimate - 363 - 1857.⁹⁰

Radio for new Ambulance

Quote - SQ00023415 - 10,810.⁶²

Hand held radios

Muskogee Communications, Inc.

1651 N. York
 P.O. Box 1613
 Muskogee, OK 74402
 (918)687-3819

Estimate

DATE	ESTIMATE NO.
3/28/2012	361

NAME / ADDRESS
MCALESTER FIRE PO Box 578 MCALESTER, OK 74502 <i>Attn: Jarrod</i>

DESCRIPTION	QTY	COST	TOTAL
TPCD1556 DUPLEXER	1	2,210.00	2,210.00T
TYPE N MALE CONNECTOR	4	12.00	48.00T
12 FT RGS142	12	6.30	75.60T
BUILD RF JUMPERS AND SWEET	1	85.00	85.00T
LABOR		255.00	255.00T
TRIP TO CUSTOMER LOCATION TO INSTALL DUPLEXER, SWEEP ANTENNA SYSTEM. PERFORM R/C TEST.			
Sales Tax		0.00	0.00
<i>Repair reports & install</i>			
		TOTAL	\$2,673.60

Muskogee Communications, Inc.

1651 N. York
 P.O. Box 1613
 Muskogee, OK 74402
 (918)687-3819

Estimate

DATE	ESTIMATE NO.
3/5/2012	363

NAME / ADDRESS
MCALESTER FIRE PO Box 578 MCALESTER, OK 74502 ATTN: JARED

DESCRIPTION	QTY	COST	TOTAL
AAM25KRD9AA2_N CDM1250	1	579.90	579.90T
RLN4802 REMOTE MOUNT KIT	1	93.50	93.50T
HKM4192 POWER CABLE	1	8.25	8.25T
RKN4079 REMOTE MOUNT CABLE	1	13.00	13.00T
RJ45 BOX	1	8.00	8.00T
AARM4025 MICROPHONE	1	47.25	47.25T
HSN8145 SPEAKER	2	47.50	95.00T
HBAR ENCODER	1	250.00	250.00T
ANTENNA KIT	1	50.00	50.00T
CONTROL CABLES	1	30.00	30.00T
LABOR		680.00	680.00T
Sales Tax		0.00	0.00
		TOTAL	51,854.90



Icom America, Inc.
 2380 - 116th Ave. N.E.
 Bellevue, Washington 98004
 Phone: (425) 454-8155

Dealer Sales Fax: (425) 454-1509
 U.S. Government Sales Fax: (425) 450-6063

QUOTE NUMBER
SQ00023415

CUSTOMER NUMBER
00052847

QUOTED TO: Pittsburg County Courthouse (OK)*GOV
 1210 N. West St
 McAlester OK 74501
 US

SHIP TO: Pittsburg County Emergency Mgmt (OK) GOV
 1210 N. West St.
 Attn: Lois Lupardus
 McAlester OK 74501
 US

FREIGHT ID	SALES	CUSTOMER REFERENCE NUMBER	DATE
FED X Ground	KAMRANGC	LUPARDUS, L	1/12/2012

INSTRUCTIONS / TERMS

QUANTITY	AVAILABLE	U / M	ITEM, DESCRIPTION	LINE	UNIT PRICE	EXT. PRICE
WSCA CONTRACT NO. 02702 SUPPLIER NO. W7651 PAYMENT TERMS: 3% 30 DAYS NET 45 FOB DESTINATION						
20	** Kit **	EA	F50V 01 DTC F50V 01 DTC Desktop Trickle	1.000	360.81	7,216.20
20	In Stock	EA	F50V 01 F50V 01 1.36-1.74 BU	1.010	0.00	0.00
20	In Stock	EA	BC152N 11 BC152N 11 F50V/F60/M88 Desktop	1.020	0.00	0.00
20	In Stock	EA	BC147SA 14 BC147SA 14 BC146 AC Adapter	1.030	0.00	0.00
10	In Stock	EA	BP227 BP227 7.2V 1700mAh LiIon M88	2.000	58.99	589.90
4	** Kit **	EA	BC121N F50 BC121N F50 6-Unit Charger Kit	3.000	368.33	1,473.32
4	In Stock	EA	BC121N BC121N 6 Unit Multi-Charger	3.010	0.00	0.00
4	In Stock	EA	BC157S 07 BC157S 07 AC Adapter to BC121N	3.020	0.00	0.00
24	In Stock	EA	AD100 AD100 F50/M88 Adapter BC119N	3.030	0.00	0.00
20	In Stock	EA	HM138 HM138 F50/M88 Waterproof Spkr	4.000	69.03	1,380.60
1	In Stock	EA	CSF50V CSF50V F50V Program Software	5.000	45.18	45.18
1	In Stock	EA	OPC966U OPC966U F3061 Cloning Cable	6.000	105.42	105.42



Icom America, Inc.
 2380 - 116th Ave. N.E.
 Bellevue, Washington 98004
 Phone: (425) 454-8155

Dealer Sales Fax: (425) 454-1509
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QUOTE NUMBER

SQ00023415

CUSTOMER NUMBER

00052847

QUOTED TO: Pittsburg County Courthouse (OK)*GOV
 1210 N. West St
 McAlester OK 74501
 US

SHIP TO: Pittsburg County Emergency Mgmt (OK) GOV
 1210 N. West St.
 Attn: Lois Lupardus
 McAlester OK 74501
 US

FREIGHT ID		SALES		CUSTOMER REFERENCE NUMBER		DATE
FED X Ground		KAMRANGC		LUPARDUS, L		1/12/2012
INSTRUCTIONS / TERMS						
QUANTITY	AVAILABLE	U / M	ITEM DESCRIPTION	LINE	UNIT PRICE	EXT. PRICE
				SUBTOTAL		10,810.62
				STATE TAX		0.00
				TOTAL		10,810.62



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>March 13, 2012</u>	Item Number:	<u>11</u>
Department:	<u>Public Utilities</u>		
Prepared By:	<u>David Medley, P.E.</u>	Account Code:	<u>49-5975405</u>
Date Prepared:	<u>March 5, 2012</u>	Budgeted Amount:	<u>\$309,970</u>
		Exhibits:	<u>3</u>

Subject

Consider, and act upon, award of bid to HTM Underground, LLC, for the construction of 2940 feet of 12 inch water line and appurtenances at Steven Taylor Industrial Park and authorize the Mayor to enter into a construction contract, after review and approval by the City Attorney's Office in an amount of \$177,681.00.

Recommendation

Motion to award of bid for Taylor Industrial Park 12-Inch Water Improvements and authorizing the Mayor to enter into a construction contract, after review and approval by the City Attorney's Office, with HTM Underground, LLC of Blanchard, Oklahoma in an amount of \$177,681.00. A faxed copy of the Bid Bond was submitted with the Bid. The Council is asked to waive this technicality and an original Bid Bond will be included in the Contract Documents.

Discussion

On March 1, 2012, the Utilities Department opened bids for the project in the Conference Room at City Hall. Four (4) bids were received and the attached bid tabulation sheet has been prepared by the City's Consultant Engineers, Melburger Brawley.

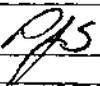
The references of the contractor have been checked and the Engineers and Utilities Director feel confident that HTM Underground, LLC can complete the project in a professional manner. This project will replace an old cast iron 12-inch main along Taylor Blvd. down to Berry's Plastics which has become undependable for their operations. This project is estimated to take 90 days to construct.

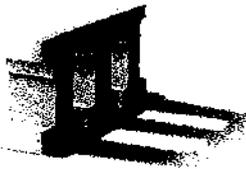
Funds are available in the Economic Development account for the project. The Utilities Department recommends the award of the bid in the amount of \$177,681.00 to HTM Underground, LLC of Blanchard, Oklahoma

Attachments:

Mehlburger Brawley Letter of Recommendation, Notice of Award, Bid Tabulation

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	DRM	3/5/12
City Manager	P. Stasiak 	03/5/12



MEHLBURGER BRAWLEY

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

March 2, 2012

David Medley, P.E., Utilities Director
City of McAlester / McAlester Public Works Authority
P. O. Box 578
McAlester, OK 74501

Re: Taylor Industrial Park 12-Inch Main Water Improvements
City of McAlester
Letter of Recommendation; Notice of Award

Dear Mr. Medley:

The above referenced project was bid at 2:00 p.m., on March 1, 2012 at the McAlester City Hall. Seven (7) contractors had received plans and specifications for this project and four (4) elected to submit a bid. Enclosed for your information please find a copy of the Bid Tabulation. HTM Underground of Blanchard, Oklahoma was the apparent low bidder with a bid of \$177,681.00.

The low bidder, HTM Underground, LLC, submitted all the required bidding documents, but their Bid Bond was a faxed copy and not an original sealed document. This item will require council approval to waive the informality and minor defect. HTM Underground, LLC's original Bid Bond is being delivered by a courier to our office on Friday, March 2, 2012 and will be included in their bidding documents.

We recommend that the City of McAlester waive the above referenced minor defect and award the contract to HTM Underground, LLC in the amount of \$177,681.00.

Enclosed please find two (2) copies of the Notice of Award. Please review and sign both copies of the Notice of Award and return to our offices for further processing. We will coordinate a Pre-Construction Conference for later this month, 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, Inc.

Robert Vaughan, P.E.
Project Manager

RV/mj - Enclosures

Project No. MC-11-04

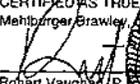
CITY OF MCALESTER / MCALESTER PUBLIC WORKS AUTHORITY
 TAYLOR INDUSTRIAL PARK 12-INCH WATER MAIN IMPROVEMENTS

THURSDAY, MARCH 1, 2012 @ 2:00 P.M.

BID TABULATION

HTM Underground, LLC P.O. Box 2210 Blanchard, OK 73010	W. Brown Enterprises, Inc. 2905 N. First Street Durant, OK 74701	Double S Construction Co. 34499 Jacob Rd. Poteau, OK 74953	Crane Excavating, Inc. 35293 EW 1230 Seminole, OK 74868
--	--	--	---

BASE BID											
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	12-inch PVC C-900 DR 14 Water Main	2,840	LF	\$44.90	\$132,006.00	\$49.42	\$145,294.80	\$48.00	\$141,120.00	\$53.75	\$158,025.00
2	12" X 12" Tapping Tee and 12" Valve	1	EA	\$4,500.00	\$4,500.00	\$4,750.00	\$4,750.00	\$7,000.00	\$7,000.00	\$8,500.00	\$8,500.00
3	12" to 12" Water Main Connection with 12" Valve	1	EA	\$3,800.00	\$3,800.00	\$4,750.00	\$4,750.00	\$7,000.00	\$7,000.00	\$5,700.00	\$5,700.00
4	12" to 6" Water Main Connection with 6" Valve	3	EA	\$4,000.00	\$12,000.00	\$3,000.00	\$9,000.00	\$5,000.00	\$15,000.00	\$3,080.00	\$9,240.00
5	Reconnect Fire Hydrant Assembly	5	EA	\$600.00	\$3,000.00	\$2,500.00	\$12,500.00	\$4,000.00	\$20,000.00	\$3,500.00	\$17,500.00
6	Water Service Reconnection	1	EA	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$600.00	\$600.00	\$600.00	\$600.00
7	Gravel Surface Repair	50	LF	\$125.00	\$6,250.00	\$15.00	\$750.00	\$30.00	\$1,500.00	\$50.00	\$2,500.00
8	Concrete Surface Repair	125	LF	\$125.00	\$15,625.00	\$75.00	\$9,375.00	\$120.00	\$15,000.00	\$75.00	\$9,375.00
TOTAL AMOUNT OF BASE BID:					\$177,681.00		\$187,419.80		\$207,220.00		\$209,440.00

CERTIFIED AS TRUE AND CORRECT:
 Mehlburger Brawley

 Robert Vaughan, P.E.
 Project Manager
 RV/mj - # MC-11-04



-2012

NOTICE OF AWARD

TO: HTM Underground, LLC
P.O. Box 2210
Blanchard, OK 73010

Project Description: Taylor Industrial Park 12-Inch Water Main Improvements
City of McAlester

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated February 9, 2012 & February 16, 2012 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of: One Hundred Seventy Seven Thousand Six Hundred Eighty One Dollars & 0/100 --- (\$177,681.00).

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, STATUTORY BOND, MAINTENANCE 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 _____, 2012.

City of McAlester
OWNER

By: _____

Title: Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by HTM Underground, LLC this _____ day of _____, 2012.

By: _____

Title: _____

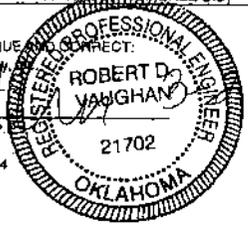
CITY OF MCALESTER / MCALESTER PUBLIC WORKS AUTHORITY
 TAYLOR INDUSTRIAL PARK 12-INCH WATER MAIN IMPROVEMENTS
 THURSDAY, MARCH 1, 2012 @ 2:00 P.M.

BID TABULATION

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--	--	--	---

BASE BID											
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3	12" to 12" Water Main Connection with 12" Valve	1	EA	\$3,800.00	\$3,800.00	\$4,750.00	\$4,750.00	\$7,000.00	\$7,000.00	\$5,700.00	\$5,700.00
4	12" to 6" Water Main Connection with 6" Valve	3	EA	\$4,000.00	\$12,000.00	\$3,000.00	\$9,000.00	\$5,000.00	\$15,000.00	\$3,000.00	\$9,240.00
5	Reconnect Fire Hydrant Assembly	5	EA	\$600.00	\$3,000.00	\$2,500.00	\$12,500.00	\$4,000.00	\$20,000.00	\$3,500.00	\$17,500.00
6	Water Service Reconnection	1	EA	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$600.00	\$600.00	\$600.00	\$600.00
7	Gravel Surface Repair	50	LF	\$125.00	\$6,250.00	\$15.00	\$750.00	\$30.00	\$1,500.00	\$50.00	\$2,500.00
8	Concrete Surface Repair	125	LF	\$125.00	\$15,625.00	\$75.00	\$9,375.00	\$120.00	\$15,000.00	\$75.00	\$9,375.00
TOTAL AMOUNT OF BASE BID					\$177,681.00		\$187,419.80		\$207,220.00		\$209,440.00

CERTIFIED AS TRUE AND CORRECT:
 Mehburger/Brawley
 Robert Vaughan, P.
 Project Manager
 RV/mj - # MC-11-04



-2012



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>March 13, 2012</u>	Item Number:	<u>12</u>
Department:	<u>City Manager</u>		
Prepared By:	<u>Pete Stasiak, CM</u>	Account Code:	<u>N/A</u>
Date Prepared:	<u>March 1, 2012</u>	Budgeted Amount:	<u>N/A</u>
		Exhibits:	<u>1</u>

Subject

TABLED - Consider, and act upon, a Solid Waste Ordinance amending Article IV. Solid Waste, Division 1 and Municipal Collection Service, Division 2. Sections 106-301, 106-303, 106-304(a), 106-306, 106-321, 106-323, 106-324, 106-325, 106-326(a), 106-327, 106-328 and 106-329 and declaring an emergency. *(Peter J. Stasiak, City Manager and Joe Ervin, City Attorney)*

Recommendation

Motion to approve the Solid Waste Ordinance as amended and declaring an emergency.

Discussion

Approved By

		<i>Initial</i>	<i>Date</i>
Department Head		JE	
City Manager	P. Stasiak		03/05/12

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 106, UTILITIES, ARTICLE IV, SOLID WASTE, DIVISION 1 AND MUNICIPAL COLLECTION SERVICE, DIVISION 2, GENERALLY, SECTION 106-301, DEFINITIONS, SECTION 106-303, BURNING OF REFUSE, SECTION 106-304(a) UNLAWFUL SCATTERING, STORING, ETC., SECTION 106-306, AND REMOVAL OF WASTE MATERIAL, CONSTRUCTION DEBRIS, AND DIVISION 2, MUNICIPAL COLLECTION SERVICE, SECTION 106-321, CITY'S EXCLUSIVE RIGHT TO COLLECT AND REMOVE REFUSE, SECTION 106-323, GENERAL REFUSE CONTAINER AND STORAGE REQUIREMENTS - FOR PERMISSIBLE SOLID WASTE FOR RESIDENTIAL UNITS, SECTION 106-324, SAME - FOR LARGE COMMERCIAL AND INDUSTRIAL UNITS, SECTION 106-325, MAINTENANCE, REPAIR AND REPLACEMENT OF POLYCARTS AND COMMERCIAL DUMPSTERS, SECTION 106-326(a), PROHIBITING THE UNAUTHORIZED DEPOSIT OF REFUSE IN CONTAINERS BELONGING OR ASSIGNED TO SOMEONE ELSE, SECTION 106-327, CHARGES FOR REMOVAL OF PERMISSIBLE SOLID WASTE, SECTION 106-328, RECYCLING AND ADDING SECTION 106-329, ADMINISTRATIVE PROCEDURES OF THE CODE OF ORDINANCES OF THE CITY OF McALESTER; AND DECLARING AN EMERGENCY.

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

DIVISION I. GENERALLY

Chapter 106, Utilities, Article IV, Solid Waste, Division 1, Generally, Section 106-301, Definitions, Section 106-303, Burning of Refuse, 106-304(a), Unlawful scattering, storing, etc., and Sec. 106-306. Removal of waste material, construction debris of the Code of Ordinances of the City of McAlester is hereby amended to read as follows:

Sec. 106-301. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

~~*Bags* means kitchen and table refuse leavings, offal, swill and every accumulation of animal and vegetable and other matter that attends the preparation, consumption, decay or dealing in or storage of meats, fish, fowls, birds, fruits and vegetables.~~

~~*Garbage* means kitchen and table refuse leaving, offal, swill and every accumulation of animal and vegetable and other matter that attends the preparation, consumption, decay or dealing in or storage of meats, fish, fowls, birds, fruits and vegetables~~

~~*Refuse* means both garbage, and trash, as defined in this section.~~

~~*Trash* means crockery, bottles, broken bricks, tin cans, metal vessels, trimmings from lawns, trees and flower gardens, pasteboard boxes, berry boxes, rags, papers, straw boxes, sawdust, packing materials, shavings, ashes and all rubbish or other refuse.~~

~~*Waste material* means natural soil, earth, sand, clay, gravel, loam, stones, bricks, brickbats, plaster, Portland cement, glass and glassware, cinders, metals and all other noncombustible waste mater.~~

~~*Bags* means plastic sacks designed to store garbage with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 35 lbs.~~

Bin or Commercial Dumpster means a metal receptacle designed to be lifted and emptied mechanically for use primarily at municipal facilities and large commercial and industrial units.

Bulky Waste means stoves, refrigerators (with all CFC removed), water tanks, washing machines, furniture and other similar items, and materials other than Construction Debris, Large Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for bins or polycarts, as the case may be.

Bundle means tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length or thirty-five (35) lbs. in weight.

Commercial and Industrial Refuse means Construction Debris, Garbage, Rubbish and Stable Matter generated by a Producer at a Large Commercial and Industrial Unit.

Construction Debris means waste building materials resulting from construction, remodeling, repair or demolition operations at a Residential Unit, Municipal Facility or Large Commercial and Industrial Unit.

Excluded Waste means Bulky Waste, Hazardous Waste, Large Dead Animals, Offal Waste, Special Waste, Stable Matter and Vegetable Waste.

Garbage means any and all Small Dead Animals, every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers, and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents), except (in all cases) any matter included in the definition of Excluded Waste.

Hazardous Waste means any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic Hazardous Waste as defined by federal, state or local law or any otherwise regulated waste. Hazardous Waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable federal, state or local laws or regulations.

House-side Handicapped means a location designated by the Public Works Director where there is no able-bodied person residing in a residential unit that can take the polycart to the curb. In such instances when the physical conditions of the resident(s), either permanent or temporary, is such that he/she cannot physically maneuver a polycart to the designated pick-up area, the city, through its duly authorized agent, representative or employee will retrieve the polycart from the side of the house and return it to its original location.

Institutional Solid Waste means solid waste originating from education, health care and research facilities such as schools, hospitals, nursing homes, laboratories and other similar establishments.

Large Commercial and Industrial Unit means all premises, locations or entities, public or private, requiring garbage and rubbish collection within the corporate limits of the city that are not classified as a Residential Unit or Municipal Facility.

Large Dead Animals means animals or portions thereof equal to or greater than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.

Multi-Family means all residential dwelling units of more than one (1) unit considered to be condominiums, apartment houses or grouped housing.

Offal Waste means waste animal (land or marine) matter from establishments such as butcher shops, slaughterhouses, food processing and packing plants, rendering plants and fertilizer plants.

Permissible Solid Waste means all nonhazardous, Solid Waste (including Garbage, Rubbish, Yard Waste and Recyclable Materials) generated at Residential Units, except any matter included in the definition of Excluded Waste.

Polycart means a receptacle designed for the purpose of curbside collection of Garbage, Rubbish and Yard Waste and is constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid. The mouth of a polycart shall have a diameter greater than or equal to that of the base. The weight of a polycart and its content shall not exceed 50 lbs.

Producer means an operator or occupant of a commercial or industrial facility or a Residential Unit who generates Garbage, Rubbish, Yard Waste or Recyclable Materials.

Refuse means garbage, rubbish, solid waste, small dead animals, vegetable waste and yard waste.

Residential Unit means a dwelling within the corporate limits of McAlester occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit. For purposes of this article, a Residential Unit shall include a Producer at a small commercial business whose Garbage and Rubbish is placed in not more than one 95 gallon polycart, per collection day, including but not limited to, offices, stores, service stations, restaurants, amusement centers, schools, churches, etc. located within the boundaries of McAlester.

Rubbish means all waste wood, wood chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Excluded Waste.

Small Dead Animals means animals or portions thereof less than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.

Solid Waste means useless, unwanted or discarded materials with insufficient liquid content to be free-flowing, that result from domestic, industrial, commercial, agricultural, governmental and community operations which require proper storage, collection, transportation and disposal to prevent environmental pollution inimical to public health, safety and welfare. Solid Waste does not include sewage, earth or material used to fill land in accordance with construction codes, mining residues, slag, dissolved or suspended solids in industrial waste water effluents which are not acceptable for disposal in sanitary sewage treatment systems or any material included in the definition of Excluded Waste.

Special Waste means nonhazardous, solid waste that is subject to additional governmental regulations or special handling requirements in collection, transportation, processing or disposal as a result of the characteristics of, or processes which generate such waste. Special Waste includes, but is not limited to:

- (a) Waste iron from a commercial or industrial activity;

(b) Waste generated by an industrial process or a pollution control process;

(c) Waste which may contain free liquids;

(d) Waste which may contain residue and debris from the cleanup of a spill of petroleum, chemical or commercial products or wastes, or contaminated residuals;

(e) Articles from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes;

(f) Wastes which are nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 ("RCRA");

(g) Asbestos containing or asbestos bearing material that has been properly secured under existing federal, state and local laws, rules and regulations;

(h) Containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are "empty" as defined by RCRA;

(i) Municipal or commercial solid waste that may have come into contact with any of the foregoing;

(j) Filter cake sludge wastes from waste water treatment processes;

(k) Wastes containing any regulated polychlorinated biphenyls; and,

(l) Ash, sludge, tires and powders.

Stable Matter means all manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

Vegetable Waste means putrescible solid waste resulting from the processing of plants for food by commercial establishments such as canneries. This definition does not include waste products resulting from the preparation and consumption of food in places such as cafeterias and restaurants.

Yard Waste means grass, leaves, flowers, stalks, stems, tree trimmings, branches, and tree trunks. For yard waste collection services, grass, pine needles, leaves, flowers, stalks, stems, and small tree trimmings (less than two (2) feet in length and less than two (2) inches in diameter) shall be in a container, bag or box the weight of which shall not exceed thirty-five (35) pounds. Larger tree trimmings shall be laid neatly in piles at curbside. The maximum weight of any item placed out for yard waste collection shall be thirty-five (35) pounds. Branches in excess of two (2) feet in length may, but are not required to be, in a container, bag or box. City or its duly authorized agents or representatives shall be obligated to collect no more than three (3) bags per week from each Residential Unit.

Sec. 106-303. Burning of refuse.

~~It shall be unlawful for any person to burn any refuse anywhere within the City. This section is hereby declared necessary for the proper protection of the property and health of the citizens of the City, and violation of this section is hereby declared to be a public nuisance and unlawful.~~

It shall be unlawful for any person to burn any refuse anywhere within the City. This section is hereby declared necessary for the proper protection of the property and health of the citizens of the City, and violation of this section is hereby declared to be a public nuisance and unlawful. The burning of yard waste is permissible after obtaining the proper permits.

Sec. 106-304. Unlawful scattering, storing, etc.

~~(a) The scattering of refuse, the storage of refuse except in containers as provided for by this chapter or the accumulation of refuse by reason of nonpayment of fees or charges for its removal, is hereby declared to be a public nuisance and unlawful.~~

(a) The scattering of refuse, the storage of refuse except for permissible solid waste in containers as provided for by this chapter or the accumulation of refuse by reason of nonpayment of fees or charges for its removal, is hereby declared to be a public nuisance and unlawful.

Sec. 106-306. Removal of waste material, construction debris.

~~Waste material and the debris from the construction or repair of buildings, structures or dwellings shall be removed by the owner, tenant or contractor at his expense, and such waste material or debris shall not be stored in receptacles used for refuse collection by the sanitation department.~~

Waste material and the debris from the construction or repair of buildings, structures or dwellings shall be removed by the owner, tenant or contractor at his expense, and such waste material or debris shall not be stored in receptacles used for permissible refuse collection by the city or its duly authorized agents or representatives.

DIVISION 2, MUNICIPAL COLLECTION SERVICE

Chapter 106, Utilities, Article IV., Solid Waste, Division 2, Municipal Collection Service, Section 106-321, City's Exclusive Right to Collect and Remove Refuse, Section 106-323, General Container and Storage Requirements For Permissible Solid Waste for Residential Units, Section 106-324, Same for Large Commercial and Industrial Units, Section 106-325, Maintenance, Repair and Replacement of Polycarts and Commercial Dumpsters, Section 106-326(a), Prohibiting the Unauthorized Deposit of Refuse in Containers Belonging or Assigned to Someone Else, Section 106-327, Charges for Removal of Permissible Solid Waste, Section 106-328, Recycling and Adding Section 106-329, Administrative Procedures of the Code of Ordinances of the City of McAlester is hereby amended to read as follows:

Sec. 106-321. City's exclusive right to collect and remove refuse.

~~The city, through its duly authorized agents, or employees in the sanitation department, shall have an exclusive right to collect, remove and haul refuse within the city, and it shall be unlawful for any other person to collect, remove or haul refuse in the city, except as otherwise provided in section 106-322.~~

The city, through its duly authorized agents, representatives or employees, shall have an exclusive right to collect, remove and haul refuse within the city, and it shall be unlawful for any other person to collect, remove or haul refuse in the city, except as otherwise provided in section 106-322.

~~Sec. 106-323. General refuse container and storage requirements for dwellings.~~

~~It shall be the duty of every owner, tenant, lessee or occupant of any private dwelling house to comply with the following provisions pertaining to the storage of refuse:~~

~~(1) All garbage from dwellings shall be thoroughly drained of all liquid substances, wrapped in papers and stored in metal cans with tight fitting metal covers and convenient handles or bails for carrying. Such cans shall have a capacity of not less than twenty (20) gallons, nor a capacity of more than thirty (30) gallons and shall not weigh more than seventy-five (75) pounds when fully loaded.~~

~~(2) Trash from dwellings may be stored in cans for the storage of garbage or in separate metal containers, with handles or bails, the cover of which shall not be fastened to the container in any manner which will interfere with emptying the contents of the~~

container. Grass cuttings and brush trimmings may be stored in separate boxes, cartons or baskets of a capacity of not more than three (3) cubic feet, and shrub and tree trimmings may be securely tied in bundles not over four (4) feet in length and not over two (2) feet in diameter.

(3) Garbage and trash containers shall be located in a single place on each premises, which place should be easily accessible to the street or alley from which collections are made. No containers shall be permanently stored on the curb.

(4) Garbage and/or trash containers shall not be placed on the curb earlier than 5:00 P.M. on the day preceding scheduled pick-up.

(5) Garbage and/or trash containers shall be removed from the curb not later than 7:00 P.M. on the day of pick-up.

(6) Garbage and trash containers shall not be located directly under downspouts or eaves where they will be deluged with water during rain or storms.

(7) Unless the owner of a dwelling provides adequate storage facilities, the occupants of each dwelling shall provide a sufficient number of garbage or trash containers to afford storage of one week's accumulation of garbage and trash. Where several families occupy the same unit, such as an apartment house, the owner of the unit may provide common storage facilities for the occupants in such units.

(8) All garbage and trash containers as herein described, including plastic and sealed bags, shall be placed at the curb or alley prior to the established time and date of pick-up. All pick-up from alleys, rather than curbs, will be established and authorized by the Sanitation Superintendent.

Sec. 106-323. General container and storage requirements for permissible solid waste for residential units

It shall be the duty of every owner, tenant, lessee or occupant of any residential unit to comply with the following provisions pertaining to the storage of permissible solid waste:

(1) All permissible solid waste from residential units shall be properly stored in polycarts provided by the city or its agent or representative for such purpose. Polycarts shall remain the property of city or its agent or representative. Residents shall use polycarts only for their intended purpose and shall not overload (by weight or volume) or alter polycarts.

(2) Unless an additional polycart has been provided for such purpose, each residential unit may place for collection up to three bags of yard waste per week.

(3) Each polycart shall be out front and visible and placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled city roadways. Polycarts shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. Polycarts cannot be placed in a fenced area. When construction work is being performed in the right-of-way, polycarts shall be placed as close as practicable to an access point for the collection vehicle. City may decline to collect any polycart not so placed or any solid waste not in a polycart as specified. House-side handicapped service will be provided upon determination of eligibility by the Public Works Director.

(4) Polycarts shall not be placed on the curb earlier than 5:00 P.M. on the day preceding scheduled pick-up.

(5) Polycarts shall be removed from the curb not later than 7:00 P.M. on the day of pick-up.

(6) Excluded Waste shall not be placed in a polycart. If Excluded Waste is discovered before it is collected by city or its authorized agent or representative, city shall take appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the waste. In the event any Excluded Waste is not discovered before it is collected, city shall bill the depositor or generator of such Excluded Waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery and disposal of such Excluded Waste.

(7) Upon termination of solid waste service, a resident will account for the polycart(s) provided by the city or its authorized agent or representative and return the same in good and working condition, normal wear and tear excepted. Failure to account for such polycart(s) shall result in the total value of the polycart(s) being charged against the resident on his final bill. Resident is required to notify the Utility Department upon termination of service.

~~Sec. 106-324. Same — For business and industrial establishments.~~

~~It shall be the duty of the owner, tenant, lessee or occupant of each business or industrial establishment to comply with the following provisions pertaining to the storage of refuse.~~

~~(1) All garbage from such establishment shall be stored in metal cans meeting the requirements prescribed in Section 106-323 for dwellings.~~

~~(2) All trash shall be stored in metal containers or other types of containers approved by the Sanitation Superintendent or the City Manager.~~

~~(3) Trash containers shall be ratproof and shall have waterproof lids.~~

~~(4) Garbage and trash containers, if located outside of buildings, shall not be located directly under downspouts or eaves where they will be deluged by water during storms.~~

~~(5) All empty cardboard boxes placed in trash containers must be flattened.~~

~~(6) Any and all business or industrial establishments which receive refuse collection by method of an established residential route may be required to comply with standards as established in Section 106-323 for dwellings.~~

Sec. 106-324. Same - large commercial and industrial units.

It shall be the duty of the owner, tenant, lessee or occupant of each large commercial or industrial unit to comply with the following provisions pertaining to the storage of - permissible solid waste.

(1) All - permissible solid waste from such establishment shall be stored in Commercial Dumpsters provided by the city or its agent or representative for such purpose. Commercial Dumpsters shall remain the property of city or its agent or representative. Commercial Dumpsters shall be used only for their intended purpose and shall not be overloaded (by weight or volume) or be altered.

(2) Excluded Waste shall not be placed in a commercial dumpster. If Excluded Waste is discovered before it is collected by city or its authorized agent or representative, city shall take appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the waste. In the event any Excluded Waste is not discovered before it is collected, city shall bill the depositor or generator of such Excluded Waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery and disposal of such Excluded Waste.

(3) Upon termination of solid waste service, an establishment will account for the commercial dumpster(s) provided by the city or its authorized agent or representative and return the same in good and working condition, normal wear and tear excepted. Failure to

account for such commercial dumpster(s) shall result in the total value of the commercial dumpster(s) being charged against the establishment on the final bill.

(4) Polycarts located outside of buildings, shall not be located directly under downspouts or eaves where they will be deluged by water during storms.

(5) Any and all business or industrial establishments which receive refuse collection service by method of an established residential route may be required to comply with standards as established in Section 106-323 for residential units.

Sec. 106-325. Maintenance, repair and replacement of refuse containers.

~~All refuse containers shall be kept in a clean and sanitary condition at all times, and shall be kept free of rodents, pests and stinging insects. Whenever a refuse container has deteriorated or has been damaged, and is no longer sanitary, rodent proof or capable of retaining its load, it shall be repaired or replaced by the owner. When the owner fails to repair or replace unsanitary containers after notice of this condition has been given by the city, the owner shall be guilty of a misdemeanor.~~

Sec. 106-325. Maintenance, repair and replacement of polycarts and commercial dumpsters.

All polycarts and commercial dumpsters shall be kept in a clean and sanitary condition at all times, and shall be kept free of rodents, pests and stinging insects.

Sec. 106-326. Prohibiting the unauthorized deposit of refuse in garage containers belonging to someone else.

~~(a) Unauthorized depositing of refuse. No person shall deposit any litter, refuse or cause or permit such to be deposited in, on, or around the garbage containers of another without the container owner's consent. No household garbage shall be deposited in City containers. The identification of mail or other material bearing the name(s) of a person identifying such person or entity deposited in, on, or around a container may constitute prima facie evidence of ownership.~~

Sec. 106-326. Prohibiting the unauthorized deposit of refuse in containers belonging or assigned to someone else.

(a) Unauthorized depositing of refuse. No person shall deposit any refuse or cause or permit such to be deposited in, on, or around the containers belonging or assigned to another without that person's consent. No household garbage shall be deposited in City containers. The identification of mail or other material bearing the name(s) of a person identifying such person or entity deposited in, on, or around a container may constitute prima facie evidence of ownership.

Sec. 106-327. Charges for removal of refuse.

~~(a) The owner or occupant of each of the following premises shall pay to the City for removal of refuse the sum of \$17.95 per month:~~

- ~~1. Single family dwelling.~~
- ~~2. Duplex and/or apartment.~~
- ~~3. Church.~~

~~(b) Business establishments, industrial concerns and schools shall be charged on the basis of the schedule of minimum fees attached hereto.~~

Polycart	1 pickup/week	-	/Month
1 yard dumpster	2 pickups/week	23.00	/Month
1 yard dumpster	3 pickups/week	34.50	/Month

1-yard dumpster	4 pickups/week	46.00	/Month
1-yard dumpster	5 pickups/week	57.50	/Month
1-yard dumpster	6 pickups/week	69.00	/Month
2-yard dumpster	1 pickup/week	-	/Month
2-yard dumpster	2 pickups/week	46.00	/Month
2-yard dumpster	3 pickups/week	69.00	/Month
2-yard dumpster	4 pickups/week	92.00	/Month
2-yard dumpster	5 pickups/week	115.00	/Month
2-yard dumpster	6 pickups/week	138.00	/Month
2-yard dumpster	7 pickups/week	-	/Month
3-yard dumpster	2 pickups/week	69.00	Month
3-yard dumpster	3 pickups/week	103.50	Month
3-yard dumpster	4 pickups/week	138.00	Month
3-yard dumpster	5 pickups/week	172.50	Month
3-yard dumpster	6 pickups/week	207.00	Month

~~(f) — As long as water service is connected to the premises and billings are rendered therefor the charges for refuse removal shall accrue and it shall be conclusively presumed that removal services have been rendered by the city. Payment of such charge shall be made at the same time and in the same manner as water bills are paid, and all rules and regulations governing the collection of water bills shall apply in every particular to the collection of bills for refuse service.~~

Sec. 106-327. Charges for removal of permissible solid waste.

(a) The owner or occupant of each of the following premises shall pay to the City for removal of permissible solid waste the sum of Seventeen Dollars Ninety-Five Cents (\$17.95) per month:

1. Single-family dwelling.
2. Duplex and/or apartment.
3. Church.

(b) Business establishments, industrial concerns and schools shall be charged on the basis of the schedule of minimum fees.

Polycart	1 pickup/week	\$ 24.00	/Month
2-yard dumpster	1 pickup/week	39.67	/Month
2-yard dumpster	2 pickups/week	74.33	/Month
2-yard dumpster	3 pickups/week	109.00	/Month
2-yard dumpster	4 pickups/week	143.67	/Month
2-yard dumpster	5 pickups/week	178.33	/Month
2-yard dumpster	6 pickups/week	213.00	/Month
2-yard dumpster	7 pickups/week	247.67	/Month
4-yard dumpster	1 pickup/week	74.33	/month
4-yard dumpster	2 pickups/week	143.67	/month
4-yard dumpster	3 pickups/week	213.00	/month
4-yard dumpster	4 pickups/week	282.33	/month
4-yard dumpster	5 pickups/week	351.66	/month
4-yard dumpster	6 pickups/week	421.00	/month
4-yard dumpster	7 pickups/week	490.33	/month
6-yard dumpster	1 pickup/week	109.00	/month
6-yard dumpster	2 pickups/week	213.00	/month
6-yard dumpster	3 pickups/week	317.00	/month
6-yard dumpster	4 pickups/week	421.00	/month
6-yard dumpster	5 pickups/week	525.00	/month
6-yard dumpster	6 pickups/week	629.00	/month
6-yard dumpster	7 pickups/week	732.99	/month
8-yard dumpster	1 pickup/week	143.67	/month

<u>8-yard dumpster</u>	<u>2 pickups/week</u>	<u>282.33</u>	<u>/month</u>
<u>8-yard dumpster</u>	<u>3 pickups/week</u>	<u>421.00</u>	<u>/month</u>
<u>8-yard dumpster</u>	<u>4 pickups/week</u>	<u>559.66</u>	<u>/month</u>
<u>8-yard dumpster</u>	<u>5 pickups/week</u>	<u>698.33</u>	<u>/month</u>
<u>8-yard dumpster</u>	<u>6 pickups/week</u>	<u>836.99</u>	<u>/month</u>
<u>8-yard dumpster</u>	<u>7 pickups/week</u>	<u>975.66</u>	<u>/month</u>

(f) As long as water service is connected to the premises and billings are rendered therefore, the charges for permissible solid waste removal shall accrue and it shall be conclusively presumed that removal services have been rendered by the city. Payment of such charge shall be made at the same time and in the same manner as water bills are paid, and all rules and regulations governing the collection of water bills shall apply in every particular to the collection of bills for refuse service.

Sec. 106-328. Recycling.

~~The City hereby establishes a forty-cent (\$0.40) recycling fee per month for each and every customer of the City of McAlester to be charged on their monthly utility bill. The basic fee covers costs of recycling drop-off site(s), public education, and administration. These fees are intended to increase the diversion of recyclable materials from landfill disposal, conserve the capacity and extend the useful life of the McAlester Landfill, reduce greenhouse gas emissions, and avoid the potential financial and other consequences to the City of failing to meet state environmental requirements.~~

The City hereby establishes a forty-cent (\$0.40) recycling fee per month for each and every customer of the City of McAlester to be charged on their monthly utility bill. The basic fee covers costs of recycling drop-off site(s), public education, and administration.

Sec. 106-329. Administrative Procedures.

The Public Works Director is hereby authorized to develop supplemental administrative procedures consistent with the provisions of this division.

SECTION 3: EMERGENCY CLAUSE.

That an emergency is hereby declared to exist for the preservation of the public peace, health and safety by reason whereof it is necessary that this Act take effect immediately and be in full force and effect from and after its passage and approval.

PASSED and the EMERGENCY CLAUSE ruled on separately this 13 day of March, 2012.

CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

SEAL)

By _____
Mayor

ATTEST:

Cora Middleton, City Clerk

Approved as to form and legality this 13th day of March, 2012.

By _____
Joe Ervin, City Attorney



McAlester City Council

AGENDA REPORT

Meeting Date: March 13, 2012 Item Number: 13
Department: City Manager
Prepared By: P. Stasiak Account Code: ½ Economic Development, ½ Tourism
Date Prepared: March 6, 2012 Budgeted Amount: _____
Exhibits: 2

Subject

Discussion and possible action to enter into a Participation Agreement with Today In America.

Recommendation

Discussion and possible action to enter into a Participation Agreement with Today In America for filming of a five minute segment on the attributes of McAlester Oklahoma and authorizing the Mayor to sign the appropriate documents.

Discussion

Today In America has approached Mayor Priddle and I about doing a segment on McAlester for their show hosted by Terry Bradshaw. This segment would air 1 time nationally and 19 times regionally. The program would be geared towards what our community has to offer. All copying rights would become the property of the City of McAlester and would be available for us to stream on the new website when completed early this summer and on Channel 21. The link to view the information about the show on their website is: todayinamericatv.com/ApQt/e-package/

The show would highlight to name a few, economic development, tourism, cost of living, affordability, job opportunities, etc.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head		
City Manager	P. Stasiak 	March 6, 2012



About the Show

Welcome to Today in America

In the age of shock television and outrageous reality shows, *Today in America* stands apart from this fad and plunges into the heart of mainstream America. *Today in America* was the brainchild of Producers who always hoped to create exceptional stories on unique individuals and businesses. Created exclusively for Terry Bradshaw to host, *Today in America* appeals to a broad audience. It captures the era of the changing economic times and digs into the knowledge and passion of each of its Featured Guests. The show's writers specialize in crafting immersive stories. "Viewers will be excited to see that we've gone beyond the typical news stories. From the moment we launched the series, we knew that we were telling stories that would get noticed" said Vice President of Production, Jim Nicholas. "These are stories about experts who have the ability to share first-hand insights with our viewers."

Far from being exclusive to any one field, *Today in America* successfully blends business news stories, lifestyle features and in-depth interviews with doctors, scientists, inventors, business owners, philanthropists and newsmakers from a variety of industries. *Today in America* is the first show of its genre hosted by Terry Bradshaw that's geared towards the educated, affluent viewer. Based on viewer feedback, the show has spawned interest, inquiries and practical applications.

Today in America provides an open invitation for all those who wish to tune-in to learn something new. As viewers enjoy the familiar voice of Terry Bradshaw telling each and every story, they should beware. They may not want to stop watching. Even if they're just remotely interested in a certain subject, they'll owe it to themselves to learn something new. In fact, viewers find they are learning the latest information right along with Terry himself! Terry had a chance to reflect on recent segments this past season and shared his thoughts. "I'm learning so much myself! I love how each story is so informative. You literally learn something new with each episode". And that is exactly what Producers want to keep doing. "Viewers can't get any closer than having this inside track" said Executive Producer, Paul Scott. "What they see on our show is what's really happening out there in the business world. It's an armchair seat!"

By covering the best new practices and the overall evolution of so many up-and-coming industries, it's no wonder that the show is thriving. *Today in America* producers won a combined 21 Telly Awards in 2010/2011. From stories on sustainable business solutions headquartered in Japan, to luxury eco-cruiselines in Alaska, the show is filmed on-location in cities around the world and also filmed and produced at United States Media Television's studios in Coral Springs, Florida. Along with Host Terry Bradshaw, *Today in America* combines a team of talented producers, writers, editors and broadcast professionals to deliver educational programming that is unparalleled in the industry. *Today in America* airs during the day on a variety of well-known news networks throughout the United States and Canada.

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Production Materials

Menu

[Introduction](#)

[Message from Terry](#)

[About the Show](#)

[Meet the Host](#)

[Nielsen/N-Score](#)

[Niche Viewership](#)

[Show Objectives](#)

[Show Schematic](#)

[Preferred Networks](#)

[Distribution Checklist](#)

[Production Timeline](#)

[Editorial Information](#)

[Things to Know](#)

[Participation Guidelines](#)

[Contact](#)



Show Objectives

An educational feature designed to educate business professionals and consumers on topics, trends, and issues related to today's ever-changing business environment. The program's producers invite a variety of associates and industry experts to be featured on the show. Company and industry representatives that are scheduled into the series address a variety of topics ranging from current business best practices, to practical topics such as employee retention, business efficiencies, environmental stewardship, and numerous other topics affecting their respective industries.

Companies and individuals scheduled will be included in promotional efforts for the series including press releases, positive exposure on social media sites such as Facebook, LinkedIn, Twitter, YouTube, and Livestream. All Featured Guests on the show will be given the complete licensing rights to their segment to utilize for any future legal purpose including web-sharing, tradeshow, batch duplications, and multi-language translations for any legal purpose.

Here's how it works for each Featured Guest:

A Production Coordinator will be assigned to your feature and will guide you through the entire production process. Upon final scheduling of your company, involvement will consist of:

1. Participation Agreement - to be signed and authorized by a representative of your company and approved by Executive Producer of Today in America.
2. Editorial Information Form (EIF) - this form is very important as it is the initial input for the Scripting Department to develop the segment outline and initial script. It needs to be filled out completely and returned to us within 2 weeks. Information such as contacts, key benefits, suggested shoot location(s) and on-camera representatives will be covered in this form.
3. Scheduling Fee - will ensure each Featured Guest and product/service exclusivity on the segment and will guarantee your commitment to meet productions schedules and deadlines.
4. Material Requirements - this literature will assist our writers in the writing and promotions of the program. These materials include logos, press kits, current press releases, product literature, published articles, slides and ad transparencies and existing footage, if applicable.

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Behind the Scenes



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PARTICIPATION AGREEMENT

Date: February 28, 2012
Participant: **City of McAlester, Oklahoma**
Market: National (*See Distribution Checklist*)
Show: **Today in America with Terry Bradshaw**

Project No: TIAAn-90257dc/em
Authorized by: Pete Stasiak
Associate Producer: Dave Corvair
Feature: 5 minute feature

Today in America ("PRODUCTION COMPANY"):

- 1) PRODUCTION COMPANY will provide a complete licensed and insured production and scriptwriting team (field production, graphics, music, voice-overs, program editing, set design and lighting) for domestic taping and completion of feature for PARTICIPANT.
- 2) PRODUCTION COMPANY will provide PARTICIPANT with a copy of its segment, and hereby grants the PARTICIPANT complete licensing rights for legal and marketing/promotional purposes.
- 3) This feature will be used on the *Today in America* show airing one (1) time nationally on FOX Business Network or Discovery Channel, and 19 times regionally through a combination of CNN Headline News and/or Regional News Networks in up to 15 markets as indicated on the distribution checklist. All airings to occur 6:00 a.m. to 11:00 p.m.
- 4) PRODUCTION COMPANY will include the PARTICIPANT in conjunction with the promotions of the series in any available editorial articles, as well as, press releases distributed to relevant industry organizations targeting consumer and business networking sites.
- 5) Content to include, but not limited to: interviews with city officials, community leader and business representatives; discussion to educate viewers on the history of the community; give viewers insight into the life style; explain how the community works together for a common vision of the future; explore successful businesses in the area; understand it's location near urban centers and transportation resources; focus on examples of the types of businesses best suited for the area; take a look at the availability of land; envision the future growth opportunities; explore the availability of quality healthcare; share information regarding the role of the Community College's vocational training, and discuss the experiences of residences.

City of McAlester, Oklahoma ("PARTICIPANT"):

- 1) PARTICIPANT will provide input into the scripting by filling out a PARTICIPANT questionnaire, reviewing and signing off on feature outline for accuracy, filling out and approving production schedules and providing literature as well as background information. PARTICIPANT is required to sign off and approve script and final edited segment before going to network. All press releases must be pre-approved by both parties prior to release.
- 2) PARTICIPANT understands and acknowledges that the PRODUCTION COMPANY will immediately begin work on certain aspects of the PARTICIPANT'S feature and delegate personnel in association with the development, promotion, scheduling, pre-production and production with the goal to have the script developed within thirty to forty-five days upon PARTICIPANT returning the Editorial Information Form.
- 3) \$19,800 USD is the total scheduling fee. PARTICIPANT will incur no additional cost relating to the parameters of this agreement.
- 4) PARTICIPANT acknowledges and agrees to pay the total scheduling fee as follows: 1/2 due thirty days from agreement execution, and 1/2 due sixty days from agreement execution.
- 5) PARTICIPANT, if appropriate, will provide end user for testimonial, company spokesperson, talent and products for shooting.

The parties agree that Florida law applies and the jurisdiction and venue for any action regarding this agreement shall lie exclusively in the courts of Broward County, Florida. Once both parties authorize this agreement, Participant does irrevocably commit to participate in the television program described above and does further agree to provide the questionnaire and literature in a timely manner. All aspects of the agreement will be completed within twelve months or sooner of agreement execution assuming Participant does not withhold reasonable approvals. As stated, Today in America and its national television show has no direct affiliation with the networks on which they air. Today in America purchases the time through cable providers, networks and/or other media sellers. This agreement contains the full and complete understandings between the parties whether written or oral, pertaining thereto, and cannot be modified except by a written instrument signed by each party hereto.

Authorized Representative - Participant

Company /Position/ Print name

Date

Today in America Representative

CEO of Today in America

Date



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>March 13, 2012</u>	Item Number:	<u>14</u>
Department:	<u>City Manager</u>	Account Code:	<u></u>
Prepared By:	<u>Peter J. Stasiak</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>March 5, 2012</u>	Exhibits:	<u>1</u>

Submission and presentation of the Proposed 2011 Capital Budget per the City Charter by March 15th.

Recommendation

Discussion

Approved By

		<i>Initial</i>	<i>Date</i>
Department Head		PJS	03/05/12
City Manager	P. Stasiak		03/05/12

Council Chambers
Municipal Building
February 28, 2012

The McAlester Airport Authority met in a Regular session on Tuesday, February 28, 2012, at 6:00 P.M. after proper notice and agenda was posted February 24, 2012.

Present: Robert Karr, Buddy Garvin, Sam Mason, Weldon Smith, Steve Harrison, & John Browne
Absent: None
Presiding: Kevin E. Priddle, Chairman

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

- Approval of the Minutes from the February 14, 2012 Regular Meeting of the McAlester Airport Authority. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item D, regarding claims ending February 21, 2012. (*Toni Ervin, Chief Financial Officer*) in the amount of \$761. 86.

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

A YE: Trustees Karr, Garvin, Mason, Smith, Harrison, Browne, & Chairman Priddle
NAY: None

Chairman Priddle declared the motion carried.

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

A YE: Trustees Karr, Garvin, Mason, Smith, Harrison, Browne, & Chairman Priddle
NAY: None

Chairman Priddle declared the motion carried.

ATTEST:

Kevin Priddle, Chairman

Cora Middleton, Secretary

Council Chambers
Municipal Building
February 28, 2012

The McAlester Public Works Authority met in a Regular session on Tuesday, February 28, 2012, at 6:00 P.M. after proper notice and agenda was posted February 24, 2012.

Present: Weldon Smith, Steve Harrison, John Browne, Robert Karr, Buddy Garvin
& Sam Mason

Absent: None

Presiding: Kevin E. Priddle, Chairman

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

- Approval of the Minutes from the February 14, 2012 Regular Meeting of the McAlester Public Works Authority (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item D, regarding claims ending February 21, 2012. (*Toni Ervin, Chief Financial Officer*) in the amount of \$125,415.09.
- Confirm action taken on City Council Agenda Item F, Concur with Oklahoma Municipal Assurance Group recommendation to deny Claim No.31672-BJ. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item 1, an Ordinance amending Ordinance No. 2392 which established the budget for fiscal year 2011-2012; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. (*Toni Ervin, Chief Financial Officer*)
- Confirm action taken on City Council Agenda Item 3, a revised Work Order for Mehlburger Brawley Corporation for engineering services required for Change Order No. 1 to the design of construction of the U.S. 69 Utility Relocate, ODOT State Job No. 14999(06) as required by the Oklahoma Department of Transportation. This work order is required to lower water utilities previously lowered in the project to provide for flatter driveway grades in certain areas of the project. **All costs for engineering and construction will be paid by the Oklahoma Department of Transportation.** (*David Medley, PE, Director of Utility Department*)
- Confirm action taken on City Council Agenda Item 4, Change Order No. 1 to the Contract with Pittard Construction Company for the construction of Highway 69 ODOT Utility Relocation Water Project and authorize the Mayor to sign the Change Order in the amount of \$64,600.00 This will increase the original construction contract amount of \$498,850.00 to \$563,450.00 and will add 30 days

to the contract time for an estimated substantial completion date of April 22, 2012. **All costs will for Engineering and Construction will be paid for by the Oklahoma Department of Transportation.** (*David Medley, PE, Director of Utility Department*)

- Confirm action taken on City Council Agenda Item 6, Consider, and act upon, approval of Change Order No. 1, for an extension of eighteen days to the existing contract with Outlaw Construction for Elks Road Improvements. (*John Modzelewski, P.E., City Engineer and Public Works, Director*)
- Confirm action taken on City Council Agenda Item 7, Tabled from previous meeting, a Solid Waste Ordinance amending Article IV. Solid Waste, Division 1 and Municipal Collection Service, Division 2. Sections 106-301, 106-303, 106-304(a), 106-306, 106-321, 106-323, 106-324, 106-325, 106-326(a), 106-327, 106-328 and 106-329 and declaring an emergency. (*Peter J. Stasiak, City Manager and Joe Ervin, City Attorney*)

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

AYE: Trustees Smith, Harrison, Browne, Karr, Garvin, Mason & Chairman Priddle

NAY: None

Chairman Priddle declared the motion carried.

There being no further business to come before the Authority, Mr. Garvin moved for the meeting to be adjourned, seconded by Mr. Karr.

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

AYE: Trustees Smith, Harrison, Browne, Karr, Garvin, Mason & Chairman Priddle

NAY: None

Chairman Priddle declared the motion carried.

Kevin Priddle, Chairman

ATTEST:

Cora Middleton, Secretary