



McAlester City Council

NOTICE OF MEETING

Regular Meeting Agenda

Tuesday, March 9, 2010 – 6:00 pm

McAlester City Hall – Council Chambers

28 E. Washington, McAlester, Ok 74501

Kevin E. Priddle Mayor
Chris B. Fiedler Ward One
Donnie Condit Ward Two
John Browne Ward Three
Haven Wilkerson Ward Four
Buddy Garvin Vice-Mayor, Ward Five
Sam Mason Ward Six
Peter J. Stasiak Acting 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

Donald E. Brown, First Baptist, Rentiesville

PRESENTATION AND SWEARING IN CEREMONY

ROLL CALL

ELECTION OF VICE MAYOR

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 23, 2010, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for January 28, 2010 through March 9, 2010. *(Gayla Duke, Chief Financial Officer)*
- C. Accept, and place on file the McAlester Economical Development Service, Inc. Audit for year ending June 30, 2009. *(Shari Cooper, Executive Director, MEDS)*

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.

- Consider, and act upon, an Ordinance amending Ordinance No. 2327, which established the budget for fiscal year 2009-2010; repealing all conflicting ordinances; providing for a severability clause; and declaring an Emergency.
- Consider, and act upon, an Ordinance amending Ordinance 2218, SECTION 62-213 (C), Wade Watts Avenue Corridor Development changing 454, 455, 456, 457, 458, 459, 460 and 461 to read "ALL" of the McAlester Code of Ordinance, City of McAlester, Oklahoma and declaring an emergency.
- Consider, and act upon, an Ordinance of the city of McAlester, Oklahoma to annul, vacate, and close all that part of "D" street located within lots 181 and 182, in Townsite Addition #1, in the city of McAlester, Pittsburg County, State of Oklahoma, more particularly described as follows: beginning at the southwest corner of said lot 182; thence east along south line of said lot 182 a distance of 30 feet; thence north and parallel to the west line of said lots 182 and 181 a distance of 311.8 feet; thence west in a straight line a distance of 30 feet to a point on the west lot line of said lot 181; thence south along the west line of said lots 181 and 182 a distance of 311.8 feet to the point of beginning. Granting ownership to said property to the abutting property owners.

- Consider, and act upon, an Ordinance of the City of McAlester, Oklahoma to annul, vacate, and close the platted alley in Block 457, formerly South McAlester, City of McAlester Pittsburg County, State Of Oklahoma. Granting ownership to said property to the abutting property owners.

SCHEDULED BUSINESS

1. Consider, and act upon, waiving the standard bidding procedure and authorizing the Mayor to sign a Lease Purchase Agreement for the lease of one truck-mounted DuraPatcher and one Emulsion Storage DuraTank. (*John C. Modzelewski, PE, Engineering/Public Works Director*)

Executive Summary

This item involves a motion to approve the Mayor signing the Lease Purchase Agreement for the lease one truck-mounted DuraPatcher and one Emulsion Storage DuraTank.

2. Consider, and act upon, a Budget Authorizations to prepare amendments to allow for construction of the Buffalo Tank Repair and Upgrades. (*David Medley, Director of Utilities*)

Executive Summary

This item involves a motion to approve and authorize the City Chief Financial Officer to perform Budget Amendments for work required for the Buffalo Tank Repair and Upgrades.

3. Consider, and act upon, McAlester Airport Advisory Board proposal to raise hangar rental rates by \$25.00 per hangar at Airport. (*Mel Priddy, Community Services Director*)

Executive Summary

This item involves a motion to approve raising the hangar rental rates at McAlester Regional Airport by \$25.00 per hangar.

4. Consider, and act upon, an Inter-Agency Agreement between the City of McAlester and the City of Krebs for Police Dispatch services and waive the annual fee. (*Jim Lyles, Chief of Police*)

Executive Summary

This item involves a motion to approve the Inter-Agency Agreement to provide dispatch services to the City of Krebs and waive the annual fee for fiscal year 2010-2011.

5. Consider, and act upon, a Memorandum of Understanding and Agreement, and Standard Assurances regarding grant funds for 9-1-1 services. (*Jim Lyles, Chief of Police*)

Executive Summary

This item involves a motion to approve the Memorandum of Understanding and Agreement, and Standard Assurances regarding grant funds for 9-1-1 services.

6. **TABLED** Consider, and act upon, an agreement for fireworks display with Hance Pyrotechnics for the 2010 scheduled July 4th celebration in the amount of \$25,000.

Executive Summary

This item involves a motion to approve an agreement for the July 4th fireworks display.

7. Consider, and act upon, approving and authorizing the Mayor and City Clerk to sign corrected Oil & Gas Leases from the City of McAlester to Antero Resources Corporation dated 9th day of February regarding Section 2, T5N, Rg. 14E and Section 31, T7N, Rg. 16E, Pittsburg County, OK. *(Cora Middleton, City Clerk)*

Executive Summary

This item involves a motion to approve and authorize the Mayor and City Clerk to sign corrected Oil & Gas Leases from the City of McAlester to Antero Resources Corporation dated 9th day of February.

8. Consider, and act upon, an Ordinance amending Ordinance No. 2327 which established the budget for fiscal year 2009-2010; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Gayla Duke, Chief Financial Officer)*

Exhibit A-1: General Fund: Transfer to CIP (Repayment) Fund for capital projects. Transfer funds for ambulance billing service. Reduce budgeted transfer to Emergency Fund.

Exhibit A-2: Transfer to General Fund for pass-through to Repayment (CIP) Fund.

Exhibit A-3: Repayment Fund (CIP): Capital projects, detailed list attached.

Exhibit A-4: Nutrition Fund: Appropriate grant funding and transfer funds for new van.

Executive Summary

This agenda item involves amending the budget for fiscal year 2009/10.

9. Consider, and act upon, expanding the Wade Watts Avenue Corridor Development. *(Peter J. Stasiak, Acting City Manager)*

Executive Summary

Motion to approve and act upon expanding the Wade Watts Corridor Development to include all of blocks 412, 413, 414, 415, 416, 417, 418, 419, 454, 455, 456, 457, 458, 459, 460, and 461 of the City of McAlester and authorizing the Mayor to sign the attached Ordinance.

10. Consider, and act upon, closing a portion of the Right of Way on "D" Street. This portion of "D" Street is thirty (30) feet of a One Hundred Sixty (160) foot Right of Way. *(Peter J. Stasiak, Acting City Manager)*

Executive Summary

This item involves a motion to approve and act upon the closing a thirty (30) foot wide section of "D" Street and authorizing the Mayor to sign the attached Ordinance.

11. Consider, and act upon, the closing of an alleyway located between Fourteenth Street and Fifteenth Street in Block 457 of the City of McAlester. *(Peter J. Stasiak, Acting City Manager)*

Executive Summary

This item involves a motion to approve and act upon the closing of an alleyway located between Fourteenth Street and Fifteenth Street in Block 457 of the City of McAlester and authorizing the Mayor to sign the attached Ordinance.

12. Consider, and act upon, signing a Division Order from Newfield Exploration Mid-Continent Inc. for the production of a oil well with royalty interest. *(Peter J. Stasiak, Acting City Manager)*

Executive Summary

This item involves a motion to approve a Division Order from Newfield Exploration Mid-Continent Inc. and authorizing the Mayor to sign the document.

13. Consider, and act upon, Rescinding Resolution No. 10-04, and canceling the request for May 11, 2010 Special Election to authorize financing for the acquisition of a medical/physician office building. *(William J. Ervin, City Attorney)*

Executive Summary

This item involves a motion to rescind Resolution No. 10-04 and cancel the request for May 11, 2010 Special Election to authorize financing for the acquisition of a medical/physician office building.

14. Submission and Presentation of the Proposed Capital Budget by March 15, 2010 per the City Charter. *(Peter J. Stasiak, Acting City Manager)*

Executive Summary

This item involves a submission and presentation of the Capital Budget 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

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 23, 2010, Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B regarding claims ending March 9, 2010. *(Gayla Duke, Chief Financial Officer)*

- Confirm action taken on City Council Agenda Item 3, McAlester Airport Advisory Board proposal to raise hangar rental rates by \$25.00 per hangar at Airport. (*Mel Priddy, Community Services Director*)
- Confirm action taken on City Council Agenda Item 14, submission and presentation of the Capital Budget by March 15, 2010 per the City Charter. (*Peter J. Stasiak, Acting City Manager*)

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CONVENE AS MCALESTER PUBLIC WORKS AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the February 23, 2010, 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 9, 2010. (*Gayla Duke, Chief Financial Officer*)
- Confirm Action taken on City Council Agenda Item 1, waiving the standard bidding procedure and authorizing the Mayor to sign a Lease Purchase Agreement for the lease of one truck-mounted DuraPatcher and one Emulsion Storage DuraTank. (*John C. Modzelewski, PE, Engineering/Public Works Director*)
- Confirm Action taken on City Council Agenda Item 2, a Budget authorizations to prepare amendments to allow for construction of the Buffalo Tank Repair and Upgrades. (*David Medley, Director of Utilities*)
- Confirm Action taken on City Council Agenda Item 8, an Ordinance amending Ordinance No. 2327 which established the budget for fiscal year 2009-2010; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. (*Gayla Duke, Chief Financial Officer*)
- Confirm Action taken on City Council Agenda Item 9, expanding the Wade Watts Avenue Corridor Development. (*Peter J. Stasiak, Acting City Manager*)
- Confirm Action taken on City Council Agenda Item 10, closing a portion of the Right of Way on "D" Street. This portion of "D" Street is thirty (30) feet of a One Hundred Sixty (160) foot Right of Way. (*Peter J. Stasiak, Acting City Manager*)
- Confirm Action taken on City Council Agenda Item 11, closing of an alleyway located between Fourteenth Street and Fifteenth Street in Block 457 of the City of McAlester. (*Peter J. Stasiak, Acting City Manager*)

- Confirm action taken on City Council Agenda Item 14, submission and presentation of the Capital Budget by March 15, 2010 per the City Charter. *(Peter J. Stasiak, Acting City Manager)*

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RECONVENE COUNCIL MEETING

ADJOURNMENT

CERTIFICATION

I certify that this Notice of Meeting was posted on this _____ day of _____ 2010 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 23, 2010, at 6:00 P.M. after proper notice and agenda was posted, February 18, 2010, at 3:37 P.M.

CALL TO ORDER

Mayor Priddle called the meeting to order.

INVOCATION & PLEDGE OF ALLEGIANCE

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

ROLL CALL

Council Roll Call was as follows:

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

Absent: Sam Mason

Presiding: Kevin E. Priddle, Mayor

Staff Present: Peter J. Stasiak, Acting City Manager/Planning and Community Development Director; Gayla Duke, Chief Financial Officer; Mel Priddy, Community Services Director; William J. Ervin, City Attorney and Cora Middleton, City Clerk

CITIZENS' COMMENTS ON NON-AGENDA ITEMS

Shari Cooper addressed the Council regarding MEDS and some of their activities. She stated that her Board had received an email from Councilman Mason concerning their office move. Ms. Cooper distributed copies of the email to the Council. She then explained of the reasons for the move, of which, some were the need for better accessibility to the business district and more dependable internet service. She commented that the Gotcher Law Office was donating part of its unused office space, at no cost. She stated that the only cost for the space would be telephone and internet service. Ms. Cooper stated that she was a professional and would continue to carry herself as one and that the various groups within the City including the citizens needed to work together to help McAlester grow.

Mayor Priddle thanked Ms. Cooper for her time.

CONSENT AGENDA

- A. Approval of the Minutes from the February 4, 2010, Special Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of the Minutes from the February 9, 2010, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*

- C. Approval of Claims for February 10, 2010 through February 23, 2010. (*Gayla Duke, Chief Financial Officer*) In the following amounts: General Fund - \$82,070.50; Parking Authority - \$160.44; Nutrition - \$9,401.65; SE Expo Ctr/Tourism Fund - \$13,840.34; E-911 - \$31,252.34 and Economic Development - \$14,403.73.
- D. Concur with Mayor's appointment of Don Lewis to the McAlester Regional Health Center Authority for a term that expires February 28, 2011. (*Kevin E. Priddie, Mayor*)
- E. Concur with Mayor's Re-appointment of Brian Lott to the McAlester Economic Development Service, Inc. Board for a term to expire November 1, 2012. (*Kevin E. Priddie, Mayor*)
- F. Concur with Mayor's Re-appointment of Weldon Smith to the McAlester Regional Health Center Authority for a term to expire February 28, 2016. (*Kevin E. Priddie, Mayor*)

Councilman Condit moved for approval of the Consent Agenda. The motion was seconded by Councilman Fiedler.

Before the vote, Mr. Stasiak explained that check number 49447 had been voided and replaced by check number 49561. He stated that an expense item that belonged to the gas company had been included in the payment to AT&T.

Mayor Priddie stated that the motion stood with the changes noted. There was no other discussion and the vote was taken as follows:

AYE: Councilman Fiedler, Condit, Browne, Wilkinson, Garvin & Mayor Priddie

NAY: None

Mayor Priddie declared the motion carried.

ITEMS REMOVED FROM CONSENT AGENDA

None

SCHEDULED BUSINESS

1. Presentation by David Wadley and possible discussion on Ambulance Services. (*Owner, Wadley Ambulance Services*)

Executive Summary

This agenda item involves a presentation on Ambulance Services.

Councilman Wilkinson moved to open the floor for the presentation by David Wadley concerning Ambulance Services. The motion was seconded by Councilman Browne.

Before the vote, David Wadley addressed the Council regarding EMS and ambulance services in the City of McAlester. He commented that he had not seen any advances in the EMS services

offered by the City and if the City would change its license from Basic to Intermediate it could increase the amounts charged for services rendered. He suggested that the City could place an additional monthly charge on the utility bill for ambulance services and it would make those services more affordable for many of the citizens. Mr. Wadley stated that this type of fee would not need to be approved by a vote of the citizens, just approval by the Council. He added that this fee could raise enough funds that the Ambulance/EMS could pay for themselves.

There was a brief discussion among the Council concerning Mr. Wadley's comments and suggestions, possible rise in unnecessary ambulance calls, having an opt out option and requesting the Audit and Finance Advisory Committee review this matter.

Pamela Smith addressed the Council commenting that she had been in the City since 1979 and was the owner of Paramed Ambulance Service. She stated that she had already implemented a monthly fee, which did work, and there were unnecessary calls. Ms. Smith stressed that the ambulance service needed to be run like a business, but the City would not get rich furnishing an ambulance service.

There was no action for this item.

2. Presentation of Treasury Report and financial information for Month ending January 31, 2010. (*Gayla Duke, Chief Financial Officer*)

Executive Summary

This agenda item involves Treasury Report and financials for Month ending 1-31-10.

Councilman Fiedler moved to open the floor for the presentation of Treasury Report and financial information for Month ending January 31, 2010. The motion was seconded by Councilman Condit.

Before the vote, Ms. Duke addressed the Council stating that she was encouraged with the sales tax collected this month and was anxious to see next months numbers. She stated that the financials had been inserted in the Council packets and there were extras for the public. She reviewed a few of the issues she had researched and addressed since she had began working for the City of which were, the City was over pledged on collateral at the bank meaning every thing at the local bank was protected and she had requested to receive monthly statements on the escrows. Ms. Duke commented that at the end of January the City had a balance of \$12,584,199.00 in the local bank at the end of January. She informed the Council that online billing for the Utility Department and the Court would be available March 1, 2010 and would be accessible through a link on the City's homepage. She added that there would be a \$3.25 fee added to any Utility payment and a \$3.50 fee added to any Court payment. She also stated that the online feature would be a very good tool for the citizens to review their Utility accounts.

There was a brief discussion among the Council regarding the revenue and expenses, where the City was in regard to the Budget and the beginning fund balance.

There was no action taken on this item.

3. Consider, and act upon, approving 5310 Transit Assistance Contract with the Oklahoma Department of Human Services Department. *(Mel Priddy, Director Community Services)*
Executive Summary

This item involves a motion to approve a 5310 Transit Assistance Contract with ODHS.

Councilman Wilkinson moved to approve 5310 Transit Assistance Contract with the Oklahoma Department of Human Services Department. The motion was seconded by Councilman Condit.

Before the vote, Mel Priddy addressed the Council explaining that the City of McAlester's Nutrition Department had been awarded a grant for one (1) 14 passenger bus, 22 feet with lift at an estimated cost of \$53,000.00. He stated that this would be the third such grant the City had received from DHS for a lift equipped van. He added that these vans are used to transport the seniors to and from the Stipe Nutrition Center and this van would be replacing a 1999 Ford Goshen 14 passenger van with 127,254 miles. Mr. Priddy commented that the City's match would be \$8,700.00 and those funds would come from the Nutrition budget.

Councilman Fiedler asked if local vendors had bid on this purchase. Mr. Stasiak and Mr. Priddy stated that this was a Department of Human Services grant. There was no other discussion, and the vote was taken as follows:

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

NAY: None

Mayor Priddle declared the motion carried.

4. Consider, and act upon, an Agreement for the Fireworks Display with Hance Pyrotechnics for 2010 schedule July 4th Celebration in the amount of \$25,000.00. *(Mel Priddy, Director Community Services)*

Executive Summary

This item involves a authorizing the Mayor to sign an Agreement with Hance Pyrotechnics in the amount of \$25,000 for the July 4th fireworks display.

Councilman Browne moved to approve an Agreement for the Fireworks Display with Hance Pyrotechnics for 2010 schedule July 4th Celebration in the amount of \$25,000.00. The motion was seconded by Councilman Fiedler.

Before the vote, Mel Priddy addressed the Council stating that this was the third year to use this company, there had been no problems with them in the past, they had done a good job and the fire works show had always been good.

Before the vote, Joyce Carlson addressed the Council asking how the City could do this when the City was in such dire needs.

There was a brief discussion among the Council that included Mr. Stasiak and Mr. Priddy. During this discussion, the Council agreed that they had a problem expending this money when

the employees had furlough days, asking for sponsors from the community, which funds would be used for this event should it be approved and possibly tabling it for further study.

Mr. Stasiak commented that this was a feel good event and when the City was looking at cuts, many of the events that the community had come to expect were considered. He also stated that this item could be put out for a couple of weeks.

Mayor Priddle moved to amend the motion to table this item until the next meeting. The motion was seconded by Councilman Condit.

Before the vote, Vice-Mayor Garvin commented that this was important for many reasons. There was another brief discussion among the Council about the matter. Ms. Duke stated that the funding was in the Expo/Tourism fund and could not be used for anything in the General Fund. Councilman Condit asked if the Acting City Manager could take a straw poll of the Non-Uniformed Council.

There was no other discussion and no action was taken on this item.

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

NAY: None

Mayor Priddle declared the motion carried.

5. Consider, and act upon, authorizing the Mayor to sign Application for Federal Assistance with the FAA. (*Mel Priddy, Director Community Services*)

Executive Summary

This item involves a authorizing the Mayor to sign a grant application for Federal Assistance with FAA.

Councilman Fiedler moved to authorize the Mayor to sign Application for Federal Assistance with the FAA. The motion was seconded by Councilman Condit.

Before the vote, Mr. Priddy explained that this was a 2010 grant application for Federal Assistance for approximately \$115,000.00 and with an estimated cost to the City of \$5,750.00. He added that this was for the McAlester Regional Airport. He stated that this was for the design phase of a one million two hundred thousand dollar grant. There was no other discussion, and the vote was taken as follows:

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

NAY: None

Mayor Priddle declared the motion carried.

6. Consider, and act upon, authorizing the Mayor to sign an amendment to the City's Airport Consultant Services Contract with LBR, Inc. (*Mel Priddy, Director Community Services*)

Executive Summary

This item involves a authorizing the Mayor to sign an amendment to the City's Airport Consultant Services Contract with LBR, Inc.

Councilman Condit moved to authorize the Mayor to sign an amendment to the City's Airport Consultant Services Contract with LBR, Inc. The motion was seconded by Vice-Mayor Garvin.

Before the vote, Mel Priddy addressed the Council stating that this was part of the 2010 and 2011 Airport project that was identified and approved by the Oklahoma Aeronautics Commission. He stated that the discussion section of the agenda report had inadvertently been left out of the agenda packet but it should have been distributed prior to the meeting.

Mayor Priddle asked the City Attorney if he was okay with the amendment. Mr. Ervin commented that this did not require a legal opinion but the Council needed to be aware that they were authorizing the related fees to be paid. There was no other discussion, and the vote was taken as follows:

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

NAY: None

Mayor Priddle declared the motion carried.

NEW BUSINESS

None

CITY MANAGER'S REPORT

Mr. Stasiak thanked the representative from LBR for attending the meeting and being available if the Council had any questions. He then commented that today was his one year anniversary with the City of McAlester.

REMARKS AND INQUIRIES BY CITY COUNCIL

Councilman Fiedler stated that the Choctaw Nation Career Day was scheduled for April 7, 2010. The Italian Festival was coming up on May 22nd and 23rd. He thanked Ms. Smith for her comments, he has always supported EMS and he hoped the Audit and Finance Advisory Committee would seriously look at the EMS service.

Councilman Condit requested better communication of the days that trash would not be picked up and he thanked Mr. Stasiak for the job he has done in responding to all of the requests that he receives.

Mr. Stasiak commented that he would look at the Furlough day schedule in March to help address the problem and the City was experimenting with the Utility bills. He added that the

information was being put into the newspaper and on the radio, but he realized that the City was only reaching 30% of the citizens.

Councilman Browne asked about getting a "Slow, Children Playing" sign set up on Ottawa. He commented on the road conditions on South Main. He encouraged the citizens to attend the community theatre. He then stated that he had received Amy John's resignation letter and he expressed his appreciation for her service on the MEDS Board.

Councilman Wilkinson commented on Mr. Stasiak's responsiveness to the Council's requests. He stated that the street patch demonstration was very good and that 4th Ward had a lot of street problems. He added that the City needed to find a solution to the street problems. He then suggested that more information be placed on the City's television channel.

Mayor Priddle commented that he had been very impressed with the street patching at the intersection of First Street and Washington, it had been completed in fifteen (15) minutes. He stated that the City needed to provide the tools so the employees could do the jobs.

Vice-Mayor Garvin stated that he had also been impressed with the street patching demonstration. He commented that the machine could decrease the number of employees, equipment and worker's compensation claims. He added that the City needed to look at a crack filling machine also.

RECESS COUNCIL MEETING

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

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

NAY: None

Mayor Priddle declared the motion carried, and the Regular Meeting was recessed at 7:35 P.M.

RECONVENE COUNCIL MEETING

The Regular Meeting was reconvened at 7:37 P.M.

ADJOURNMENT

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

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

NAY: None

Mayor Priddle declared the motion carried, and the meeting was adjourned at 7:37 P.M.

Kevin E. Priddle, Mayor

ATTEST:

Cora Middleton, City Clerk

**CLAIMS FROM FEBRUARY 24, 2010
THRU
MARCH 9, 2010**

PACKET: 04961 CLAIMS 3/9/10

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00026	AT & T LONG DISTANCE					
		I-201002251126	01 -5215315	TELEPHONE UTI LONG DISTANCE BILL - FEB 2010	049589	169.14
01-A00170	ADA PAPER CO.					
		I-230197A	01 -5548203	REPAIRS & MAI CLEANING & PAPER PRODUCTS	049602	39.25
		I-302180	01 -5548203	REPAIRS & MAI CLEANING & PAPER PRODUCTS	049602	710.12
01-A00267	AIRGAS					
		I-106200566	01 -5431202	OPERATING SUP OXYGEN	049603	115.98
		I-106222846	01 -5431202	OPERATING SUP OXYGEN	049603	71.32
01-A00747	AT&T					
		I-201002251123	01 -5215315	TELEPHONE UTI 91842318025801 - TRUNK CALLS	049590	1,034.33
01-A00770	AUTO PARTS CO					
		I-855914	01 -5431316	REPAIRS & MAI AUTO PARTS	049605	19.77
		I-856485	01 -5863203	REPAIR & MAIN BATTERIES-TRAFFIC CO	049605	564.36
		I-857087	01 -5431316	REPAIRS & MAI AUTO PARTS	049605	33.18
		I-857292	01 -5431316	REPAIRS & MAI AUTO PARTS	049605	7.43
		I-857652	01 -5431316	REPAIRS & MAI AUTO PARTS	049606	22.74
01-B00150	BEALES GOODYEAR TIRES					
		I-MC-170713	01 -5862203	REPAIRS & MAI FRONT TIRES FOR PK-1	049609	244.38
01-B00180	BEMAC SUPPLY					
		I-31502110.001	01 -5548203	REPAIRS & MAI FAN MOTOR FOR CITY HALL	049610	39.23
		I-31506159.001	01 -5548203	REPAIRS & MAI FAN MOTOR FOR CITY HALL	049610	14.52
01-C00320	CENTERPOINT ENERGY AKKL					
		I-201002261131	01 -5215314	GAS UTILITY 13134275 - 802 E HARRISON	049591	315.66
		I-201002261131	01 -5215314	GAS UTILITY 68551878 - 303 W SPRINGER	049591	22.00
		I-201002261131	01 -5215314	GAS UTILITY 23458219 - 315 E KREPS	049591	15.79
01-C00430	CHIEF FIRE & SAFETY CO.					
		I-160583	01 -5431203	REPAIRS & MAI REPAIR SCBA	049616	563.00
		I-160658	01 -5431316	REPAIRS & MAI LIGHTS -EMERGENCY VEHICLE	049616	57.00
01-C00669	CONTINENTAL RESEARCH CO					
		I-328778-CRC-1	01 -5548203	REPAIRS & MAI DEGREASER & CLEANERS	049617	593.09
01-C00840	CRAWFORD & ASSOCIATES					
		I-4807	01 -5215302	CONSULTANTS CONSULTING SERVICES	049618	2,595.00
01-D00179	DAVIS TIRE					
		I-236851	01 -5542316	REPAIRS & MAI REPL TIRE - TREE DIGGER	049621	110.00
01-D00540	DOLSE BROTHERS					
		I-8-00119-10	01 -5865218	STREET REPAIR CONCRETE FOR STREET REPAI	049625	705.93
		I-8-00134-10	01 -5865218	STREET REPAIR CONCRETE FOR STREET REPAI	049625	135.00

3/03/2010 1:18 PM
 PACKET: 04961 CLAIMS 3/9/10
 VENDOR SET: 01
 FUND : 01 GENERAL FUND

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 2

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-D00661	DOUG KING					
		I-201003011141	01 -5544308	CONTRACT LABO REFERREE FEES - 6 GAMES	049627	120.00
01-D00775	JUSTIN DUVALL					
		I-201003011139	01 -5544308	CONTRACT LABO REFERREE FEES - 6 GAMES	049628	120.00
01-E00135	EDDY TANNEHILL					
		I-201003011137	01 -5652319	DEMOLITION DEMOLITION OF 521 INDIANA	049629	1,000.00
01-F00266	ERVIN & ERVIN ATTORNEYS					
		I-201003031155	01 -5210302	CONSULTANTS/L PRIFER VS CITY OF MCALEST	049633	1,364.00
		I-MARCH 10	01 -5214302	CONSULTANTS ATTORNEY FEES	049633	2,500.00
01-F00015	FLEETCOR TECHNOLOGIES					
		I-NP23276481	01 -5862205	PETROLEUM PRO FUEL FOR GEN FOR JAN 2010	049634	16,190.64
01-F00038	FED EX					
		I-9-505-17626	01 -5210202	OPERATING SUP OVERNIGHT MAIL	049636	22.37
01-F00170	FIRST NATIONAL BANK					
		I-MARCH 10-#133	01 -5215510	LEASE PAYMENT LEASE #133	049638	5,185.00
01-F00201	FLAMECO FIRE & SAFETY,					
		I-15245	01 -5321202	OPERATING SUP RE-DO #16 FIRE EXTIN	049640	15.00
01-G00010	G & C RENTAL CENTER, IN					
		I-2870	01 -5547203	REPAIRS & MAI TRACHOE RENTAL	049641	456.25
		I-2891	01 -5547203	REPAIRS & MAI TRACHOE RENTAL	049641	37.50
		I-2948	01 -5547203	REPAIRS & MAI TRACHOE RENTAL	049641	462.50
01-G00490	GRISSOM IMPLEMENT INC					
		I-125500	01 -5862205	PETROLEUM PRO OIL FOR PARKS	049642	366.72
01-H00074	HARRIS AUTO SALES, LLC					
		I-201003011138	01 -5215323	DAMAGES DAMAGE CLAIM	049645	250.00
01-H00075	HARRIS CONSTRUCTION SER					
		I-13932	01 -5865218	STREET REPAIR FREIGHT ON 1 1/2 GRA	049646	2,789.77
		I-13932	01 -5865218	STREET REPAIR FREIGHT ON 1 1/2 GRA	049646	1,189.10
01-I00061	IKON OFFICE SOLUTIONS,					
		I-5013591986	01 -5321308	CONTRACTED SE BASE CHARGE METER READ	049649	17.59
		I-5013591986	01 -5321308	CONTRACTED SE BASE CHARGE METER READ	049649	94.05
01-I00110	IMPRESS OFFICE SUPPLY					
		I-030097	01 -5321202	OPERATING SUP MISC SUPPLIES	049650	10.78
		I-030127	01 -5652202	OPERATING SUP MISC OFFICE SUPPLIES	049650	58.86
		I-030164	01 -5212202	OPERATING SUP MISC OFFICE SUPPLIES	049650	8.40
		I-030166	01 -5212202	OPERATING SUP MISC OFFICE SUPPLIES	049650	20.50

PACKET: 04961 CLAIMS 3/9/10

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-100110	IMPRESS OFFICE SUPPLY	continued				
		I-30090	01 -5210202	OPERATING SUP OFFICE SUPPLIES	049650	21.39
		I-30093	01 -5210202	OPERATING SUP OFFICE SUPPLIES	049650	3.50
		I-30095	01 -5210202	OPERATING SUP OFFICE SUPPLIES	049650	14.10
		I-30100	01 -5210202	OPERATING SUP OFFICE SUPPLIES	049650	4.50
01-100115	INTERMEDIX TECHNOLOGIES					
		I-201003021147	01 -5432303	CONTRACTED SE EMS BILLING SERVICE FEE	049651	7,022.63
01-100338	JOB CONSTRUCTION CO INC					
		I-26623	01 -5865218	STREET REPAIR ASPHALT FOR STREET CUTS	049652	1,501.79
		I-26624	01 -5865218	STREET REPAIR ASPHALT FOR ST PATCH	049652	495.32
		I-26625	01 -5865218	STREET REPAIR ASPHALT FOR ST PATCH	049652	161.94
		I-26626	01 -5865218	STREET REPAIR ASPHALT FOR ST PATCH	049652	266.92
01-100078	LAMBERT MECHANICAL INC					
		I-100011	01 -5548203	REPAIRS & MAINT REPAIR ON HIS AIR COND	049654	475.36
01-100380	LOCKE SUPPLY CO.					
		I-12206214-00	01 -5548203	REPAIRS & MAINT WATER HEATERS - MONROE	049655	320.26
		I-12217887-00	01 -5548203	REPAIRS & MAINT WATER HEATERS - MONROE	049655	6.50
01-100428	LOWE'S CREDIT SERVICES					
		I-01102.	01 -5548203	REPAIRS & MAINT MAINT MATERIALS	049656	39.33
		I-01715	01 -5548203	REPAIRS & MAINT MAINT MATERIALS	049656	49.47
		I-01812.	01 -5548203	REPAIRS & MAINT MAINT MATERIALS	049656	177.92
		I-02221	01 -5548203	REPAIRS & MAINT MAINT MATERIALS	049656	96.63
		I-09644	01 -5548203	REPAIRS & MAINT MAINT MATERIALS	049656	178.54
01-M00338	MID-AMERICA SIGNAL					
		I-10-094	01 -5863203	REPAIR & MAINT ECONOLITE SOFTWARE	049659	3,325.00
		I-10-094	01 -5863203	REPAIR & MAINT ECONOLITE CONTROLLER	049659	3,390.00
		I-10-094	01 -5863203	REPAIR & MAINT WAVETRONIX CLICK	049659	779.00
		I-10-094	01 -5863203	REPAIR & MAINT TECH SERVICE	049659	1,000.00
01-M00470	MILLER BROTHERS ENTERPR					
		I-11467-06	01 -5548316	REPAIRS & MAINT REPAIR DOORS CITY GARAGE	049661	365.00
01-M00480	MILLER GLASS					
		I-9637	01 -5548203	REPAIRS & MAINT INSULATED GLASS	049662	425.00
01-M00531	MISSISSIPPI TOOL					
		I-2727300	01 -5863203	REPAIR & MAINT RUBBER BOOTS, RAIN C	049663	343.37
01-M00570	MOORE MEDICAL CORP.					
		I-96093012 RI	01 -5431202	OPERATING SUP MEDICAL SUPPLIES	049664	373.85
01-M00095	MCALFESTER FENCE					
		I-10110	01 -5544202	OPERATING SUP FENCE POST REPAIR SB	049666	350.00

PACKET: 04961 CLAIMS 3/9/10

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-MC0098	MCAFFEE & TAFT					
		I-314231	01 -5210302	CONSULTANTS/L LEGAL FEES	049667	3,552.30
01-MC0226	MC DONALDS RESTURANT					
		I-# 21	01 -5321202	OPERATING SUP PRISONER MEALS	049668	4.39
		I-# 31	01 -5321202	OPERATING SUP PRISONER MEALS	049668	4.39
		I-# 46	01 -5321202	OPERATING SUP PRISONER MEALS	049668	9.58
		I-201003021148	01 -5321202	OPERATING SUP PRISONER MEALS	049668	375.06
01-N00250	MCALESTER NEWS CAPITAL					
		I-01572071	01 -5212317	ADVERTISING & BLANKET PO FOR COUNC	049669	17.10
		I-01572072	01 -5212317	ADVERTISING & BLANKET PO FOR COUNC	049669	14.40
		I-01572073	01 -5212317	ADVERTISING & BLANKET PO FOR COUNC	049669	13.35
01-000075	O'REILLY AUTO PARTS					
		I-0230-220338	01 -5542202	OPERATING SUP ITEMS FOR NEW TRUCK	049671	89.99
01-000219	OKLA BUREAU OF NARCOTIC					
		I-201002251127	01 -2103	ORN PAYABLE (JULY 2009 - JAN 2010	049593	70.62
01-000530	OML-OK MUNICIPAL LEAGUE					
		I-201003011135	01 -5210330	DUES & SUBSCR RETAIL SUMMIT CONF	049674	85.00
01-000592	ORTIVOS, INC					
		I-30732	01 -5432308	CONTRACTED SE MONTHLY SERVICE FEE	049675	285.00
01-000598	OSU					
		I-17347	01 -5432330	DUES & SUBSCR EMS INSTRUCTOR UPDATE	049676	50.00
01-000610	OTA PIKEPASS CENTER					
		I-20100191791	01 -5542202	OPERATING SUP PREPAYMENT FOR PIKEPASS	049677	60.00
01-P00042	PACIFIC TELEMAGEMENT					
		I-201002251125	01 -5210315	TELEPHONE UTI PAY PHONE & STIPE CENTER	049595	75.00
01-P00218	PERRY'S SURVEYING					
		I-1510CEM	01 -5547308	CONTRACTED SE SURVEY MONSIEUR SITE	049679	500.00
01-P00250	PETTY CASH					
		I-201003011136	01 -5210331	EMPLOYEE TRAV BUDGETING CONFERENCE	049680	155.39
		I-201003011136	01 -5210331	EMPLOYEE TRAV RETAIL SUMMIT SEMINA	049680	157.67
		I-201003011136	01 -5321202	OPERATING SUP MAIL BLOOD KIT	049680	2.41
		I-201003011136	01 -5653215	AWARDS PROGRA EOM SAVINGS BOND	049680	25.00
		I-201003031156	01 -5210331	EMPLOYEE TRAV MEDIATION	049680	91.73
		I-201003031156	01 -5542202	OPERATING SUP OVERNIGHT POSTAGE	049680	18.30
01-P00329	PITSTOP					
		I-10	01 -5542319	MISCELLANEOUS PORTAPOT RENTAL	049681	375.00

PACKET: 04961 CLAIMS 3/9/10

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00510	PRO-KIL, INC					
		I-55338	01 -5542308	CONTRACTED SE MONTHLY PEST CONTROL	049683	126.00
01-R00210	RED RIVER SPECIALIST, I					
		I-281304	01 -5547206	CHEMICALS HERBICIDE-CEMETERY GROUND	049684	959.00
01-R00300	RICHARD RUSHING					
		I-201003011144	01 -5544308	CONTRACT LABO REFEREE FEES - 9 GAMES	049685	189.00
01-R00360	RICKY S HACKLER					
		I-201003011143	01 -5544308	CONTRACT LABO REFEREE FEES - 6 GAMES	049686	120.00
01-S00009	SADLER PAPER CO					
		I-28251	01 -5320202	OPERATING EXP BUTCHER PAPER	049688	39.15
		I-28278	01 -5320202	OPERATING EXP PAPER DISPENSER	049688	58.08
01-S00190	SECURITY SYS. & ENG. IN					
		I-25902	01 -5547203	REPAIRS & MAI SECURITY SYS MONITOR	049690	120.00
		I-25903	01 -5547203	REPAIRS & MAI SECURITY SYS MONITOR	049690	120.00
01-S00360	SIMPLEXGRINNELL LP					
		I-65284532	01 -5548203	REPAIRS & MAI REPAIR FIRE ALARM	049692	521.90
01-S00642	SPECIAL OPS UNIFORMS, I					
		I-125406	01 -5431207	CLOTHING ALLO CLOTHING PURCHASE	049694	127.97
01-S00710	STANDARD MACHINE LLC					
		I-211753	01 -5862203	REPAIRS & MAI HYD CYLINDER - POLICE CAR	049695	120.00
01-T00370	TIPPIT INSURANCE AGENCY					
		I-29856	01 -5215321	AUTO INSURANC AUTO/FLEET INS	049700	11,925.34
		I-29856	01 -5215322	LIABILITY INS GEN LIABILITY INS	049700	49,730.60
01-T00443	TOMMY BUCKNER					
		I-201003011140	01 -5544308	CONTRACT LABO REFEREE FEES - 6 GAMES	049701	120.00
01-T00458	TONYA M BARNES					
		I-201003011142	01 -5544308	CONTRACT LABO SCOREKEEPER FEES- 9 GAMES	049702	90.00
01-T00499	TRACTOR SUPPLY COMPANY					
		I-001317	01 -5431203	REPAIRS & MAJ MAINT. SUPPLIES	049703	199.90
01-T00630	TWIN CITIES READY MIX					
		I-36530.	01 -5865400	CAPITAL PROJE A & RAILROAD	049704	2,808.00
01-U00130	UNITED SAFETY & CLAIMS					
		I-201003021145	01 -5215106	WORKMAN'S COM MEDICAL BILLS 2/10 - 2/23	049707	4,490.01
01-W00040	WALMART COMMUNITY BRC					

PACKET: 0496: CLAIMS 3/9/10

VENDOR SET: 07

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/I. ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-W00040	WALMART COMMUNITY BRC		continued			
		I-012661	01 -5431202	OPERATING SUP 49.42	049709	141.77
		I-016125	01 -5431202	OPERATING SUP 49.42	049709	120.70
01-W00249	WHEELED COACH					
		I-204627	01 -5432203	REPAIR & MAIN PARTS TO REPAIR K-1	049710	184.71
01-W00270	WHITE ELECTRICAL SUPPLY					
		I-S1182383.001	01 -5548203	REPAIRS & MAINT ELECTRICAL SUPPLIES	049711	48.01
		I-S1183051.001	01 -5863203	REPAIR & MAINT SMALL AUTO PARTS	049711	189.53
		I-S1184494.001	01 -5548203	REPAIRS & MAINT MAINT ELECTRIC PRODUCTS	049711	230.06
		I-S1186499.001	01 -5548203	REPAIRS & MAINT ELECTRICAL SUPPLIES	049711	126.38
		I-S1186672.001	01 -5548203	REPAIRS & MAINT ELECTRICAL SUPPLIES	049711	40.15
		I-S1186675.001	01 -5548203	REPAIRS & MAINT ELECTRICAL SUPPLIES	049711	344.58
		I-S1186704.001	01 -5548203	REPAIRS & MAINT MAINT ELECTRIC PRODUCTS	049711	199.65
		I-S1187388.001	01 -5548203	REPAIRS & MAINT MAINT ELECTRIC PRODUCTS	049711	105.01
			FUND	01 GENERAL FUND	TOTAL:	141,662.97

PACKET: 04961 CLAIMS 3/9/10

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00103	ACCURATE LABS & MINING					
		I-0B03019	02 -5974304	LAB TESTING MONTHLY LAB TESTING	049601	80.00
		I-0B03020	02 -5974304	LAB TESTING MONTHLY LAB TESTING	049601	100.00
		I-9J14087	02 -5974304	LAB TESTING MONTHLY LAB TESTING	049601	50.00
		I-9L02042	02 -5974304	LAB TESTING MONTHLY LAB TESTING	049601	50.00
01-A00267	AIRGAS					
		I-106179659	02 -5973203	REPAIRS & MAI WELDING SUPPLIES	049603	210.87
		I-106915505	02 -5974203	REPAIRS & MAI RENTAL ON BOTTLES	049603	29.40
		I-106934698	02 -5974203	REPAIRS & MAI RENTAL ON BOTTLES	049603	29.40
		I-106934700	02 -5973203	REPAIRS & MAI WELDING SUPPLIES	049603	65.77
01-A00747	AT&T					
		I-201002251123	02 -5267315	TELEPHONE UTI 8310001596536 INTERNET	049590	872.55
01-A00751	ATWOODS					
		I-3425229	02 -5974303	REPAIRS & MAI MISC SUPPLIES FOR PL	049604	39.87
		I-3432101	02 -5974316	REPAIRS & MAI SUPPLIES FOR REPAIRS	049604	127.05
		I-3442019	02 -5974316	REPAIRS & MAI SUPPLIES FOR REPAIRS	049604	33.88
01-A00770	AUTO PARTS CO					
		I-857047	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	049605	47.09
		I-857079	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	049605	137.58
		I-857142	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	049605	160.00
		I-857146	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	049605	7.49
		I-857165	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	049605	27.99
		I-857239	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	049605	12.58
		I-857262	02 -5974203	REPAIRS & MAI SUPPLIES FOR PLANT -MAINT	049605	116.74
		I-857268	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	049605	37.27
		I-857269	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	049605	116.53
		I-857296	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	049605	67.11
		I-857443	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	049606	5.44
		I-857447	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	049606	215.87
		I-857474	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	049606	43.62
		I-857475	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	049606	63.96
		I-857509	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	049606	87.71
		I-857511	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	049606	52.48
		I-857528	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	049606	24.56
		I-857543	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	049606	154.99
		I-857562	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	049606	11.98
		I-857885	02 -5862203	REPAIRS & MAI CYLINDER FOR W-38	049606	332.84
		I-857886	02 -5862203	REPAIRS & MAI BALL JOINT- W-1 FRONT END	049606	282.22
01-B00043	B & S SUPPLY, INC.					
		I-59827	02 -5862203	REPAIRS & MAI NUTS, BOLTS, WASHER,	049607	597.88
01-B00180	BEMAC SUPPLY					
		I-S1502428.001	02 -5975202	OPERATING SUP SUPPLIES - WATER & SEWER	049610	93.08
		I-S1504282.001	02 -5975202	OPERATING SUP SUPPLIES - WATER & SEWER	049610	2.56

PACKET: 04961 CLAIMS 3/9/10

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00180	BEMAC SUPPLY			continued		
		I-S1504716.001	02 -5975202	OPERATING SUP SUPPLIES - WATER & SEWER	049610	6.17
		I-S1504840.001	02 -5975202	OPERATING SUP SUPPLIES - WATER & SEWER	049610	41.21
		I-S1504940.001	02 -5975202	OPERATING SUP SUPPLIES - WATER & SEWER	049610	169.38
		I-S1505226.001	02 -5975202	OPERATING SUP SUPPLIES - WATER & SEWER	049610	57.41
		I-S1506932.001	02 -5975202	OPERATING SUP SUPPLIES - WATER & SEWER	049610	2.53
		I-S1507192.001	02 -5975202	OPERATING SUP SUPPLIES - WATER & SEWER	049610	66.25
		I-S1507231.001	02 -5975202	OPERATING SUP SUPPLIES - WATER & SEWER	049610	3.83
		I-S1508871.001	02 -5975202	OPERATING SUP SUPPLIES - WATER & SEWER	049610	114.44
		I-S1508948.001	02 -5975202	OPERATING SUP SUPPLIES - WATER & SEWER	049610	3.33
01-B00206	BERTREX PRODUCTS, INC.					
		I-23794.	02 -5974316	REPAIRS & MAI FREIGHT ON ACTUATOR	049612	1,163.00
01-C00134	CALIFORNIA CONTRACTORS					
		I-D47886	02 -5975316	REPAIRS & MAI GEN PURP DIAM BLADES	049614	899.40
01-C00320	CENTERPOINT ENERGY ARKL					
		I-201002261131	02 -5267314	GAS UTILITY 5755988 - BARN	049591	980.30
01-C00669	CONTINENTAL RESEARCH CO					
		I-328612-DCT-1	02 -5862205	PETROLEUM PRO TAPE FOR WIREING & BLADES	049617	401.84
		I-328613-DCT-1	02 -5973203	REPAIRS & MAI SAW BLADES	049617	73.81
01-C00840	CRAWFORD & ASSOCIATES					
		I-4807	02 -5267302	CONSULTANTS CONSULTING SERVICES	049618	2,505.00
01-D00140	DATAMATIC, LTD					
		I-IN-0000012860	02 -5216316	REPAIRS & MAI DAMAGES TO ROADRUNNE	049620	150.00
01-D00323	DEPT. OF ENVIR. QUALITY					
		I-55230797	02 -5974329	DEQ FEES RENEWAL WATER LIC	049624	407.00
01-E00265	ERMI ENVIRONMENTAL LABS					
		I-1000438	02 -5973304	LAB TESTING LAB TESTING BOTH PLANTS	049632	54.47
		I-1000818	02 -5973304	LAB TESTING LAB TESTING BOTH PLANTS	049632	135.00
		I-1000819	02 -5973304	LAB TESTING LAB TESTING BOTH PLANTS	049632	189.47
01-F00015	FLEETCOR TECHNOLOGIES					
		I-NP23276482	02 -5862005	PETROLEUM PRO FUEL FOR MPWA FOR JAN	049634	8,489.23
01-F00037	FASTENAL					
		I-OKMCA85577	02 -5973203	REPAIRS & MAI PLANT SUPPLIES	049635	252.81
		I-OKMCA85774	02 -5975316	REPAIRS & MAI SUPPLIES FOR REPAIRS	049635	61.90
		I-OKMCA85779	02 -5973203	REPAIRS & MAI PLANT SUPPLIES	049635	54.17
		I-OKMCA85846	02 -5973203	REPAIRS & MAI PLANT SUPPLIES	049635	99.00
01-F00170	FIRST NATIONAL BANK					
		I-MARCH 10-#134	02 -5864401	CAPITAL OUTLA CATERPILLAR & COMPACTOR	049639	8,524.37

PACKET: 04961 CLAIMS 3/9/10

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-H00040	HACH CHEMICAL					
		I-6594918	02 -5974304	LAB TESTING SUPPLIES TO RUN TEST	049644	666.55
		I-6602065	02 -5974304	LAB TESTING SUPPLIES TO RUN TEST	049644	178.00
01-H00075	HARRIS CONSTRUCTION SER					
		I-13931	02 -5864203	REPAIRS & MAI FREIGHT- 500 1 1/2 G	049646	1,159.10
01-H00100	HAYNES EQUIPMENT, LLC					
		I-85545-1N	02 -5973203	REPAIRS & MAI DISSASSEMBLY TOOL &	049647	1,480.00
		I-85545-1N	02 -5973203	REPAIRS & MAI FLAPPER & SEAL	049647	564.92
01-T00020	T B T, INC					
		I-5248957	02 -5973203	REPAIRS & MAI MARTIN 9EM COUPLINGS	049648	462.33
		I-5248958	02 -5973203	REPAIRS & MAI COUPLINGS FOR WEST PLANT	049648	390.41
01-I00110	IMPRESS OFFICE SUPPLY					
		I-029967	02 -5974317	ADVERTISING & COPIES OF WTP NOV	049650	345.10
01-K00210	KIAMICHI ELECTRIC COOP.					
		I-201002251124	02 -5267313	ELECTRIC UTIL FEB 2010	049592	314.19
01-L00428	LOWE'S CREDIT SERVICES					
		I-001973	02 -5975202	OPERATING SUP SUPPLIES FOR REPAIRS	049656	69.92
		I-01215.	02 -5975202	OPERATING SUP REPAIR PARTS	049656	11.28
		I-01264.	02 -5975202	OPERATING SUP SUPPLIES FOR REPAIRS	049656	52.88
		I-01664.	02 -5975202	OPERATING SUP SUPPLIES FOR REPAIRS	049656	211.38
		I-06315	02 -5975202	OPERATING SUP REPAIR PARTS	049656	18.96
		I-09179.	02 -5975202	OPERATING SUP REPAIR PARTS	049656	100.67
		I-09236	02 -5975202	OPERATING SUP REPAIR PARTS	049656	290.02
		I-09414	02 -5975202	OPERATING SUP REPAIR PARTS	049656	187.80
		I-09586	02 -5975202	OPERATING SUP REPAIR PARTS	049656	7.90
		I-09906	02 -5975202	OPERATING SUP SUPPLIES FOR REPAIRS	049657	62.89
01-M00304	MESHEK & ASSOC. INC					
		I-# 6	02 -5871302	CONSULTANTS IN STORMWATER ENG SERVICE	049658	9,731.51
01-N00347	MEHLBURGER BRAWLEY, INC					
		I-MC-09-02-01	02 -5974401	CAPITAL OUTLA WTP FILTER: CLEARWELL IMP	049670	5,050.00
		I-MC-09-06-01	02 -5974308	CONTRACTED SE WATER PLANT BACKWASH	049670	3,600.00
01-O00275	OKLA DEPT OF COMMERCE					
		I-MARCH 10-#8908	02 -5267521	CDBG LOAN #89 CDBG - RDIF #8908	049673	1,145.83
01-O00610	OTA PIKEPASS CENTER					
		I-57790-2-10	02 -5871202	OPERATING SUP REPLENISHMENT ON PIKEPASS	049677	80.00
01-P00250	PETTY CASH					
		I-201003011136	02 -5972331	EMPLOYEE TRAV ALFA MEETING	049680	23.87
		I-201003011136	02 -5974204	SMALL TOOLS BATTERIES FOR PLANT	049680	14.15

PACKET: 04961 CLAIMS 3/9/10

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00250	PSTTY CASH					
			continued			
		I-201003011136	02 -5975331	EMPLOYEE TRAV 3 EMP WATER SCHOOL	049680	62.23
01-P00420	POSTMASTER					
		I-201003031149	02 -5216317	POSTAGE POSTAGE FOR UTILITY BILLS	049682	9,000.00
01-S00351	SIGNATURE SCIENCE, LLC					
		I-24000961-22	02 -5974304	LAB TESTING MONTHLY LAB TESTING	049691	818.00
01-S00530	SOUTHWEST CHEMICAL SERV					
		I-87982.	02 -5974206	CHEMICALS 1 BG ACID CITRIC 50 LBS	049693	104.00
		I-98085	02 -5974206	CHEMICALS 2 LOADS CAUSTIC	049693	6,620.80
		I-88094	02 -5974206	CHEMICALS 2 LOADS ALUM	049693	3,524.07
		I-88095	02 -5974206	CHEMICALS 2 LOADS ALUM	049693	3,552.78
		I-88186	02 -5974206	CHEMICALS 2 LOADS CAUSTIC	049693	8,125.48
		I-88187	02 -5974206	CHEMICALS 2 LOADS OF ALUM	049693	3,516.15
		I-88188	02 -5974206	CHEMICALS 2 LOADS OF ALUM	049693	3,542.23
01-S00726	STAPLES BUSINESS ADVANT					
		C-CH 3130901916	02 -5975202	OPERATING SUP OFFICE SUPPLIES	049696	122.28-
		I-3130281787	02 -5975202	OPERATING SUP OFFICE SUPPLIES	049696	122.28
		I-3130609199	02 -5975202	OPERATING SUP OFFICE SUPPLIES	049696	137.81
		I-3130609199	02 -5972202	OPERATING SUP SUPPLIES FOR OFFICE	049696	137.81
		I-3131202357	02 -5973203	REPAIRS & MAI OFFICE SUPPLIES	049696	149.10
		I-49755	02 -5871202	OPERATING SUP OFFICE SUPPLIES	049696	273.00
01-T00058	BIZTEL COMMUNICATIONS					
		I-2794	02 -5974203	REPAIRS & MAI INSTALL JACK FOR MCD	049698	90.00
01-T00141	TEXAS REFINERY CORP					
		I-844053	02 -5862205	PETROLEUM PRO UNIVERSAL TORQUE FLU	049699	984.50
		I-844053	02 -5862205	PETROLEUM PRO 15W140	049699	1,003.75
		I-844053	02 -5862205	PETROLEUM PRO PRO-TAC IV EXCELL 50	049699	1,174.25
		I-844053	02 -5862205	PETROLEUM PRO 85W140 GEAR LUBE	049699	1,535.50
		I-844053	02 -5862205	PETROLEUM PRO OIL SAMPLING PUMP	049699	37.50
01-T00370	TIPPIT INSURANCE AGENCY					
		I-29856	02 -5267321	AUTO INSURANC GEN LIABILITY INS	049700	4,770.18
		I-29856	02 -5267322	LIABILITY INS GEN LIABILITY INS	049700	11,778.30
		I-29876	02 -5267322	LIABILITY INS ADD '06 CATERPILLAR DOZER	049700	6,170.00
01-U00053	UTILITY SUPPLY					
		I-040944	02 -5975333	WATER MAIN RE SUPPLIES - WATER & SEWER	049705	399.00
		I-043752	02 -5975333	WATER MAIN RE SUPPLIES - WATER & SEWER	049705	364.33
		I-043753	02 -5975202	OPERATING SUP SUPPLIES FOR REPAIR	049705	190.34
		I-043754	02 -5975333	WATER MAIN RE SUPPLIES - WATER & SEWER	049705	356.34
		I-043913	02 -5975209	UTILITY MAINT 3 WAY FIRE HYDRANT	049705	2,762.00
		I-043914	02 -5975202	OPERATING SUP WATER PUMPS	049705	1,122.40
		I-043915	02 -5975333	WATER MAIN RE SUPPLIES - WATER & SEWER	049705	114.00

PACKET: 04961 CLAIMS 3/9/10

VENDOR SET: 01

FUND : 02 MPWA

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

01-000053	UTILITY SUPPLY		continued			
		I-043980	02 -5975333	WATER MAIN RE SUPPLIES - WATER & SEWER	049705	86.76
		I-044116	02 -5975209	UTILITY MAINT 3 WAY FIRE HYDRANT	049705	644.00
		I-044117	02 -5975333	WATER MAIN RE SUPPLIES - WATER & SEWER	049705	24.36
		I-044118	02 -5975333	WATER MAIN RE SUPPLIES - WATER & SEWER	049705	39.37
		I-044119	02 -5975333	WATER MAIN RE SUPPLIES - WATER & SEWER	049705	24.00
		I-044120	02 -5975333	WATER MAIN RE SUPPLIES - WATER & SEWER	049705	36.95
01-000058	UTS					
		I-1770161	02 -5975202	OPERATING SUP METER DISPLAY UNITS	049706	251.10
01-000130	UNITED SAFETY & CLAIMS					
		I-201003021145	02 -5267106	WORKMAN'S COM MEDICAL BILLS 2/10 - 2/23	049707	4,490.00
		I-MARCH 2010	02 -5267106	WORKMAN'S COM SERVICE FEE	049708	1,233.75
01-000114	VIP CORPORATION					
		I-201002261133	02 -5216202	OPERATING SUP STUN BATON W/HOLSTER	049596	159.80
01-000270	WHITE ELECTRICAL SUPPLY					
		I-S1176497.001	02 -5973203	REPAIRS & MAINT PLANT ELECTRICAL SUPPLIES	049711	63.85
		I-S1178285.001	02 -5973203	REPAIRS & MAINT PLANT ELECTRICAL SUPPLIES	049711	139.29
		I-S1182361.001	02 -5974203	REPAIRS & MAINT ELECTRICAL SUPPLIES	049711	159.52
		I-S1183473.001	02 -5974203	REPAIRS & MAINT ELECTRICAL SUPPLIES	049711	78.77
		I-S1183596.001	02 -5973203	REPAIRS & MAINT PLANT ELECTRICAL SUPPLIES	049711	18.59
				FUND 02 MPWA	TOTAL:	135,339.39

3/03/2010 1:18 PM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 12

PACKET: 04961 CLAIMS 3/9/10

VENDOR SET: 01

FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/I ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-F00170	FIRST NATIONAL BANK					
		I-MARCH 10-#119817	03 -5876511	FNB LOAN #119 LOAN #119817 - AIRPORT AUTH	049637	2,510.00
01-T00370	TIPPIT INSURANCE AGENCY					
		I-29856	03 -5876321	AUTO INSURANC GEN LIABILITY INS	049700	298.15
				FUND 03 AIRPORT AUTHORITY	TOTAL:	2,808.15

PACKET: 04960 CLAIMS 3/9/10

VENDOR SET: 01

FUND : 08 NUTRITION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00747	AT&T					
		I-201002251123	08 -5549315	TELEPHONE INT 918A4006692564 - NUTRITION	049590	131.58
01-D00213	DEBBIE COMPTON					
		I-201003031150	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	049622	90.00
		I-201003031151	08 -5549308	CONTRACT SERV REIMB OF MILEAGE	049623	75.00
01-E00207	EMMA E. BELLIS					
		I-201003031152	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	049630	135.00
		I-201003031154	08 -5549308	CONTRACT SERV REIMB OF MILEAGE	049631	90.00
01-M00339	MIKE CARR					
		I-201003031153	08 -5549308	CONTRACT SERV REIMB OF MILEAGE	049660	100.00
01-000277	OKLAHOMA DEPT OF HUMAN					
		I-201002261132	08 -5549401	CAPITAL OUTLA 14 PASSENGER BUS	049594	300.00
			FUND	08 NUTRITION	TOTAL:	921.58

3/03/2010 1:18 PM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 14

PACKET: 04961 CLAIMS 3/9/10

VENDOR SET: 01

FUND : 09 LANDFILL RES./SUB-TITLE D

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-S00132	STEARNS, CONRAD & SCHMI					
		1-0148346	09 -5864327	SUB TITLE D E PROFESSIONAL SERVICE	049689	7,813.25
			FUND	09	LANDFILL RES./SUB-TITLE D TOTAL:	7,813.25

PAGE: 15

FUND : 14 POLICE GRANT FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-G00494	GT DISTRIBUTORS, INC					
		I-INV0299742	14 -5321442	POLICE EQUIPM TASER X26E W/HOLSTER	049643	6,479.60
		I-INV0299742	14 -5321442	POLICE EQUIPM TASER 21' AIR CARTRI	049643	335.20
		I-INV0299742	14 -5321442	POLICE EQUIPM TASER'S - FSEIGHT	049643	49.95
			FUND 14	POLICE GRANT FUND	TOTAL:	6,864.75

PACKET: 04961 CLAIMS 3/9/10

VENDOR SET: 01

FUND : 28 SE EXPO CTR/TOURISM FUND

VENDOR	NAME	ITEM #	C/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-S00192	BEN E. KEITH					
		I-01081526	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	049611	3,002.28
01-C00320	CENTERPOINT ENERGY ARKL					
		I-201002261131	28 -5654314	GAS UTILITY 11728490 - EXPO	049591	7,463.17
01-C00006	D & D ELEVATOR INC					
		I-11437	28 -5654316	REPAIRS & MAINT MONTHLY MAINTENANCE	049619	200.00
01-S00602	DON'S LAZY S JERKY MFG					
		I-0012412	28 -5654210	CONCESSION SU BEEF JERKY FOR CONCES	049626	198.00
01-K00190	KEYSTONE EQUIPMENT CO.					
		I-5007537A	28 -5654401	CAPITAL OUTLA PICK UP/DELIVERY - DOZER	049653	320.00
		I-5007556	28 -5654401	CAPITAL OUTLA PICK UP/DELIVERY - DOZER	049653	44.00
01-MC0050	MCLESTER CHAMBER OF					
		I-021910-B	28 -5654331	TRAVEL & TRAI CHAMBER BANQUET	049665	50.00
01-P00210	PEPSI COLA					
		I-150557	28 -5654210	CONCESSION SU BAG-N-BOX & CO2	049678	440.00
01-S00726	STAPLES BUSINESS ADVANT					
		I-61612	28 -5654202	OPERATING SUP OFFICE SUPPLIES	049696	25.80
01-T00370	TIPPET INSURANCE AGENCY					
		I-29856	28 -5654321	AUTO INSURANC GEN LIABILITY INS	049700	268.29
		I-29856	28 -5654322	LIABILITY INS GEN LIABILITY INS	049700	2,617.40
01-W00040	WALMART COMMUNITY BRC					
		I-012134	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	049703	59.64
		I-016300	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	049703	45.58
		I-018871	28 -5654202	OPERATING SUP TV/DVD COMBO FOR EVENTS	049703	258.00
			FUND 28	SE EXPO CTR/TOURISM FUND TOTAL:		15,195.16

PAGE: 17

FLNO : 29 E-91:

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00047	C D W					
		I-RRV4669	29 -5324202	OPERATING SUP LAP TOP/3 YR WARRANTY	049613	186.73
01-P00250	PETTY CASH					
		I-201003031156	29 -5324331	EMPLOYEE TRAV TRAVEL REIMS	049680	41.00
01-T00370	TIPPIT INSURANCE AGENCY					
		I-29856	29 -5324321	AUTO INSURANC GEN LIABILITY INS	049700	268.29
		I-29856	29 -5324322	LIABILITY INS GEN LIABILITY INS	049700	1,308.70
			FUND	29	E-911	
					TOTAL:	1,804.72

PACKET: 04961 CLAIMS 3/9/10

VENDOR SET: 01

FUND : 30 ECONOMIC DEVELOPMENT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-N00347	MEHLBURGER BRAWLEY, INC					
		I-MC-09-01-04	30 -5211403	ECONOMIC DEVE SEWER EXT PROJECT	049670	4,176.00
01-000275	OKLA DEPT OF COMMERCE					
		I-MAR 10	30 -5211510	CDBG / EDIF D CDBG - EDIF CONT. #12246	049672	282.50
			FUND	30 ECONOMIC DEVELOPMENT	TOTAL:	4,458.50

PACKET: 04961 CLAIMS 3/9/10

VENDOR SET: 01

FUND : 32 GIFTS & CONTRIBUTIONS

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-C00245	CATHEY & ASSOCIATES, I.					
		I-25289	32 -5215404	CAPITAL OUTLA MASONARY ANCHORS	049615	40.00
01-R00446	ROBERT ZACHARY					
		I-282965	32 -5215404	CAPITAL OUTLA LAB/MAT TO INSTALL B	049687	5,000.00
01-T00010	T. H. ROGERS LUMBER CO.					
		I-411169	32 -5215404	CAPITAL OUTLA SUPPLIES AS NEEDED	049697	474.15
		I-411356	32 -5215404	CAPITAL OUTLA SUPPLIES AS NEEDED	049697	22.50
FUND 32 GIFTS & CONTRIBUTIONS TOTAL:						5,536.65

PACKET: 04961 CLAIMS 3/9/10

VENDOR SET: 01

FUND : 38 DEDICATED SALES TAX-MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-B00093	BANCFIRST-TRUST DEPT					
		I-9475	38 -5215520	AGENT FEES SERV RENDERED	049608	5,750.54
		I-9476	38 -5215520	AGENT FEES SERV RENDERED	049608	191.00
		I-9478	38 -5215520	AGENT FEES SERV RENDERED	049608	2,500.00
			FUND	38 DEDICATED SALES TAX-MPWA TOTAL:		8,441.54
				REPORT GRAND TOTAL:		330,846.66

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	*****LINE ITEM*****		*****GROUP BUDGET*****	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2009-2010	01 -2103	ORN PAYABLE (COURT)	70.62				
	01 -5210202	OPERATING SUPPLIES	65.86	5,000	1,531.46		
	01 -5210302	CONSULTANTS/LABOR RELATION	4,916.30	20,000	12,484.00		
	01 -5210330	DUES & SUBSCRIPTIONS	85.00	2,200	1,547.86		
	01 -5210331	EMPLOYEE TRAVEL & TRAININ	394.79	4,000	2,113.32		
	01 -5212202	OPERATING SUPPLIES	28.90	1,700	109.78		
	01 -5212317	ADVERTISING & PRINTING	44.85	5,000	2,714.86		
	01 -5214302	CONSULTANTS	2,500.00	110,000	46,368.09		
	01 -5215106	WORKMAN'S COMP	4,490.01	325,000	145,503.29		
	01 -5215302	CONSULTANTS	2,505.00	28,500	9,140.00		
	01 -5215314	GAS UTILITY	253.45	15,000	12,117.25		
	01 -5215315	TELEPHONE UTILITY	1,278.47	64,935	23,413.50		
	01 -5215321	AUTO INSURANCE	11,925.34	55,358	1,850.64		
	01 -5215322	LIABILITY INSURANCE/BONDS	49,730.60	242,206	10,701.31		
	01 -5215323	DAMAGES	250.00	22,718	7,816.38		
	01 -5215510	LEASE PAYMENT	5,185.00	76,153	34,673.00		
	01 -5320202	OPERATING EXPENSE	91.23	4,500	2,581.99		
	01 -5321202	OPERATING SUPPLIES	421.61	15,500	3,871.16		
	01 -5321308	CONTRACTED SERVICES	111.64	22,150	11,738.99		
	01 -5431202	OPERATING SUPPLIES	823.62	12,100	4,013.75		
	01 -5431203	REPAIRS & MAINT SUPPLIES	762.92	14,200	7,563.80		
	01 -5431207	CLOTHING ALLOWANCE	127.97	21,150	4,518.62		
	01 -5431316	REPAIRS & MAINTENANCE	140.12	10,400	4,359.39		
	01 -5432203	REPAIR & MAINT SUPPLIES	184.71	1,800	718.56		
	01 -5432308	CONTRACTED SERVICES	7,307.83	10,500	1,464.01		
	01 -5432330	DUES & SUBSCRIPTIONS	50.00	1,500	420.00		
	01 -5542202	OPERATING SUPPLIES	168.29	33,000	17,923.57		
	01 -5542308	CONTRACTED SERVICES	126.00	13,500	6,124.57		
	01 -5542316	REPAIRS & MAINTENANCE	110.00	18,000	5,239.85		
	01 -5542319	MISCELLANEOUS	375.00	11,900	5,825.95		
	01 -5544202	OPERATING SUPPLIES	350.00	8,000	3,202.69		
	01 -5544308	CONTRACT LABOR	750.00	16,448	8,796.00		
	01 -5547203	REPAIRS & MAINT SUPPLIES	1,196.25	11,000	6,202.29		
	01 -5547206	CHEMICALS	950.00	2,500	1,257.00		
	01 -5547308	CONTRACTED SERVICES	500.00	500	3.00		
	01 -5548203	REPAIRS & MAINTENANCE SUPP	4,769.96	49,000	14,577.54		
	01 -5548316	REPAIRS & MAINTENANCE	365.00	19,249	5,933.20		
	01 -5652202	OPERATING SUPPLIES	58.86	2,348	1,400.78		
	01 -5652319	DEMOLITION	1,000.00	13,000	8,266.00		
	01 -5653215	AWARDS PROGRAM	25.00	5,500	648.63		
	01 -5862203	REPAIRS & MAINT SUPPLIES	364.38	215,000	103,487.66		
	01 -5862205	PETROLEUM PRODUCTS	16,557.36	260,200	109,311.83		
	01 -5863203	REPAIR & MAINT SUPPLIES	10,191.26	40,000	303.29		
	01 -5865218	STREET REPAIRS & MAINTENAN	7,245.77	200,000	10,589.80		
	01 -5865402	CAPITAL PROJECTS-RESURFACI	2,808.00	41,500	12,576.80		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	-----LINE ITEM-----		-----GROUP BUDGET-----	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
02	-5216202	OPERATING SUPPLIES	159.80	15,000	465.80		
02	-5216316	REPAIRS & MAINTENANCE	150.00	6,000	920.05		
02	-5216317	POSTAGE	9,000.00	64,200	28,150.00		
02	-5267106	WORKMAN'S COMP	5,723.75	225,000	91,029.70		
02	-5267302	CONSULTANTS	2,505.00	18,314	0.55		
02	-5267313	ELECTRIC UTILITY	314.19	575,000	332,868.49		
02	-5267314	GAS UTILITY	980.30	6,500	4,180.37		
02	-5267315	TELEPHONE UTILITY	872.55	40,000	8,364.80		
02	-5267321	AUTO INSURANCE - FLEET	4,770.18	19,081	0.28		
02	-5267322	LIABILITY INSURANCE/BONDS	17,948.30	102,397	0.74		
02	-5267521	CDEG LOAN #8908	1,145.83	13,749	3,437.49		
02	-5862203	REPAIRS & MAINT SUPPLIES	2,487.19	213,897	55,885.02		
02	-5862205	PETROLEUM PRODUCTS	13,626.57	251,700	123,375.67		
02	-5864203	REPAIRS & MAINT SUPPLIES	1,159.10	31,948	14,689.53		
02	-5864401	CAPITAL OUTLAY	8,524.37	52,764	25,573.75		
02	-5871202	OPERATING SUPPLIES	353.00	6,000	4,610.86		
02	-5871302	CONSULTANTS(HMP & SW PHASE	9,731.51	134,728	95,848.49		
02	-5972202	OPERATING SUPPLIES	137.81	3,500	1,467.66		
02	-5972331	EMPLOYEE TRAVEL & TRAINING	23.87	300	159.19		
02	-5973203	REPAIRS & MAINT SUPPLIES	4,025.02	57,500	11,722.89		
02	-5973304	LAB TESTING	378.94	27,300	10,408.27		
02	-5974203	REPAIRS & MAINT SUPPLIES	543.73	40,000	1,742.56-	Y	
02	-5974204	SMALL TOOLS	14.15	1,500	1,085.85		
02	-5974206	CHEMICALS	28,985.50	380,000	110,674.28		
02	-5974304	LAB TESTING	2,002.55	35,000	785.66		
02	-5974308	CONTRACTED SERVICES	3,600.00	52,000	1,104.66		
02	-5974316	REPAIRS & MAINTENANCE	1,323.93	45,000	583.98-	Y	
02	-5974317	ADVERTISING & PRINTING	245.10	2,000	1,138.11		
02	-5974329	DEO FEES	407.00	7,000	6,326.00		
02	-5974401	CAPITAL OUTLAY	5,050.00	444,800	429,921.80		
02	-5975202	OPERATING SUPPLIES	3,275.54	34,000	9,283.01		
02	-5975209	UTILITY MAINTENANCE SUPP.	3,406.00	34,000	11,542.10		
02	-5975316	REPAIRS & MAINTENANCE	961.30	10,000	2,766.36		
02	-5975331	EMPLOYEE TRAVEL & TRAININ	62.23	750	447.20		
02	-5975333	WATER MAIN REPAIR	1,445.11	21,000	8,595.75		
03	-5876321	AUTO INSURANCE	298.15	1,193	0.40		
03	-5876511	FNB LOAN #119817 PAYMENTS	2,510.00	30,120	7,530.00		
08	-5549308	CONTRACT SERVICES	490.00	14,800	3,737.50		
08	-5549315	TELEPHONE UTILITY	131.58	1,400	249.88		
08	-5549401	CAPITAL OUTLAY	300.00	0	9,000.00-	Y	
09	-5864327	SUB TITLE D EXPENSE	7,813.25	152,928	95,029.00		
14	-5321442	POLICE EQUIPMENT (GRANT-C1	6,864.75	20,297	4,110.67		
28	-5654202	OPERATING SUPPLIES	286.80	7,500	6,260.78		
28	-5654210	CONCESSION SUPPLIES	3,745.50	25,000	3,931.05		
28	-5654314	GAS UTILITY	7,663.17	12,500	4,836.83		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	28 -5654316	REPAIRS & MAINTENANCE	200.00	14,400	1,591.71		
	28 -5654321	AUTO INSURANCE	268.29	1,000	73.17	Y	
	28 -5654322	LIABILITY INSURANCE/BONDS	2,617.40	21,470	9.36		
	28 -5654331	TRAVEL & TRAINING	50.00	2,000	845.92		
	28 -5654401	CAPITAL OUTLAY	364.00	70,000	46,391.06		
	29 -5324202	OPERATING SUPPLIES	186.73	18,000	12,639.34		
	29 -5324321	AUTO INSURANCE	268.29	863	210.15	Y	
	29 -5324322	LIABILITY INSURANCE/BONDS	1,308.70	5,509	260.46		
	29 -5324331	EMPLOYEE TRAVEL & TRAINING	41.00	5,000	4,253.56		
	30 -5211403	ECONOMIC DEVELOPMENT PROJE	4,176.00	561,007	273,509.36		
	30 -5211510	CDBG / EDIF DUALINE LOAN	282.50	3,390	0.00		
	32 -5215404	CAPITAL OUTLAY - PARKS	5,536.65	100,000	20,494.54		
	38 -5215520	AGENT FEES	8,441.54	15,000	1,058.46		
** 2009-2010 YEAR TOTALS **			330,846.66				

NO ERRORS

** END OF REPORT **

PACKET: 04961 CLAIMS 3/9/10

VENDOR SET: 01

R E P O R T T O T A L S

F U N D D I S T R I B U T I O N

FUND NO#	FUND NAME	AMOUNT
01	GENERAL FUND	140,060.43CR
02	MPWA	133,012.55CR
03	AIRPORT AUTHORITY	2,808.15CR
08	NUTRITION	490.00CR
09	LANDFILL RES./SUB-TITLE D	7,813.25CR
14	POLICE GRANT FUND	6,864.75CR
28	SE EXPO CTR/TOURISM FUND	7,531.99CR
29	E-911	1,834.72CR
30	ECONOMIC DEVELOPMENT	4,458.50CR
32	GIFTS & CONTRIBUTIONS	5,536.65CR
38	DEDICATED SALES TAX-MPWA	8,441.54CR
** TOTALS **		318,822.53CR

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

	NUMBER	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
HAND CHECKS		0.00	0.00	0.00
		0.00	0.00	
DRAFTS		0.00	0.00	0.00
		0.00	0.00	
REG-CHECKS		318,822.53	318,822.53CR	0.00
		318,822.53	0.00	
EFT		0.00	0.00	0.00
		0.00	0.00	
NON-CHECKS		0.00	0.00	0.00
		0.00	0.00	
ALL CHECKS		318,822.53	318,822.53CR	0.00
		318,822.53	0.00	

TOTAL CHECKS TO PRINT: 109

ERRORS: 0

WARNINGS: 0



McAlester City Council

AGENDA REPORT

Meeting Date: March 9, 2010
Department: Public Works
Prepared By: John C. Modzelewski, PE
Date Prepared: March 1, 2010

Item Number: 1
Account Code: _____
Budgeted Amount: _____
Exhibits: 2

Subject

Consider, and act upon, waiving the standard bidding procedure and authorizing the Mayor to sign a Lease Purchase Agreement for the lease of one truck-mounted DuraPatcher and one Emulsion Storage DuraTank.

Recommendation

Motion to approve the Mayor signing the Lease Purchase Agreement for the lease of one truck-mounted DuraPatcher and one Emulsion Storage DuraTank.

Discussion

The DuraPatcher has a patented venture feed system which allows air to propel the aggregate and emulsion to the nozzle at up to 135 pounds per minute. The self-cleaning Vent-Flo nozzle can patch close to traffic without overspray. The boom system is ergonomically designed for easy, natural movement without fatigue. The DuraPatcher is recognized by the Strategic Highway Research Program (SHRP) as the most durable and cost efficient repair method. Asphalt plants are not always available during the winter months and when they are, asphalt patches do not last very long during the winter months. This results in thousands of dollars being spent on temporary patches. This Lease Purchase Agreement will provide the City with equipment that is functional in temperatures above freezing.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	JCM	03/01/10
City Manager	PJS <i>[Signature]</i>	03/02/10

TRUCK MOUNTED







McAlester City Council

AGENDA REPORT

Meeting Date:	<u>March 9, 2010</u>	Item Number:	<u>2</u>
Department:	<u>Utilities</u>		
Prepared By:	<u>David Medley</u>	Account Code:	<u>\$234,509</u>
Date Prepared:	<u>March 3, 2010</u>	Budgeted Amount:	
		Exhibits:	<u>One</u>

Subject

Consider, and act upon a Budget Authorizations to prepare amendments to allow for construction of the Buffalo Tank Repair and Upgrades.


Recommendation

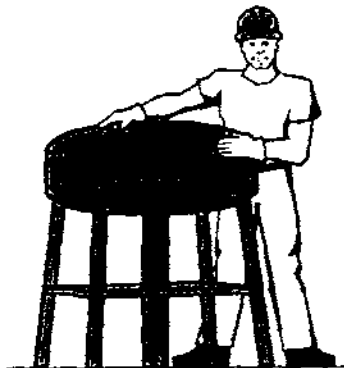
Motion to approve and authorize the City Chief Financial Officer to perform Budget Amendments as set out below and transfer into the CIP fund for the entire project cost of \$234,509 for work required for the Buffalo Tank Repair and Upgrades.

Discussion

Per the attached copy of Utility Service Company, Inc.'s cost estimate, the total estimated project cost is \$234,509 (includes 10% contingency for engineering and inspection).

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	DRM	3/02/10
City Manager	PJS 	3/03/10



Utility Service Co.

I N C O R P O R A T E D

11762 N. 156th E. Ave.
Collinsville, OK 74021
Phone: (918) 812-3006
Fax (918) 371-6722

500,000 Gallon Buffalo Tank Standpipe Inspection Report

McAlester, Oklahoma

Prepared For:
Mr. David Medley
Utility Director

Prepared By:
Steve Woodward
Water Systems Consultant
Date: July 2008



General Information

INTRODUCTION

On July 25, 2008, Utility Service Co., Inc. conducted a washout inspection of the 500,000 gallon water tank/tower. The purpose of the inspection was to determine the condition of the coatings and structure, and evaluate the tank for compliance with sanitation guidelines, safety & security regulations and guidelines in accordance with American Water Works Association (AWWA), Occupational Safety & Health Administration (OSHA), Oklahoma Department of Environmental Quality (OK DEQ), the United States Environmental Agency (EPA), and the US Dept of Homeland Security (DHS) and related state and federal agencies.

The information gained from this inspection will be used to compile recommendations for ongoing maintenance and to offer a contractual agreement to provide this service. In this report, you will find a description of the condition of this tank along with photographs to support the recommendations.

TANK DETAILS

CAPACITY:	500,000 Gallons	DESIGN:	Standpipe
INSPECTION DATE:	July 25, 2008	INSPECTOR:	Steve Woodward
CONSTRUCTION STYLE:	Steel Riveted	CONSTRUCTION DATE:	Unknown
BUILDER:	Unknown	HEIGHT/DIMENSION:	32' Diameter 85' HWL
EXTERIOR COATING:	Acrylic	EXTERIOR LEAD/CHROMIUM PRESENCE:	25,000 ppm Lead 1,780 ppm Chromium
INTERIOR COATING:	Epoxy	INTERIOR LEAD/CHROMIUM PRESENCE:	367 ppm Lead 280 ppm Chromium

ESTIMATED REPLACEMENT VALUE

The replacement cost of this tank is estimated at \$ 850,000.00

Exterior Coatings Conditions

TANK SHELL

The exterior coating system on the tank sidewall is in poor condition. The exterior coating system is exhibiting moderate areas of corrosion, mildew, heavy oxidation and moderate delamination of the finish coat. The appearance of the coating system is dull and aged. It appears the exterior coating is providing adequate protection to the steel substrate.

(See photos #1 - 6).

TANK ROOF

The exterior coating system on the roof is in poor condition. The exterior coating system is exhibiting heavy areas of corrosion, mildew, heavy oxidation and moderate delamination of the finish coat. The appearance of the coating system is a complete failure. It appears the exterior coating is no longer providing adequate protection to the steel substrate.

(See photos #7 - 10).

RECOMMENDATIONS

- The exterior coating should be high-pressure power washed or abrasive brush blasted to remove any loose coating, oxidation, and grime. Areas of corrosion should be hand/power tool cleaned, followed by one coat of primer over repaired areas, followed by two full coats of compatible coating over all exterior surfaces.

Interior Coatings Conditions

ROOF AND AREA ABOVE HIGH WATER LEVEL

The interior coating system on the roof plates and the area above the high water level is exhibiting heavy areas of corrosion primarily at the roof to sidewall corner angle and lap seams. Roof coating in the open panels of the roof is in a completely failed condition. The interior coating is no longer providing adequate protection to the steel substrate.

(See photos #11 - 14).

SIDEWALLS

The interior coating system on the tank sidewall is exhibiting heavy areas of corrosion, heavy blistering was also noted. Sidewall coating overall is in a completely failed condition. The interior coating is no longer providing adequate protection to the steel substrate. The epoxy coating system has fully failed.

(See photos #15 - 20).

FLOOR

The interior coating system on the floor is exhibiting moderate areas of corrosion. The coating on the floor is in a completely failed condition. The interior coating is no longer providing adequate protection to the steel substrate.

(See photos #21 - 22).

RECOMMENDATIONS

- The interior epoxy coating system should be completely removed and relined with a 3 coat NSF approved epoxy lining system to prevent continued steel loss.

Safety/Sanitation/Structural/Security Conditions

SAFETY

Ladders

OK DEQ and OSHA standards recommend water tanks/towers be equipped with access ladders. OSHA guidelines recommend safety climbing devices to be installed on all access ladders exceeding 24 feet. OK DEQ and Department of Homeland Security recommends a lockable ladder gate to prevent unauthorized access onto the tank/tower.

Exterior Access Ladder:

The exterior access ladder does not comply with AWWA, OSHA guidelines, in that no means of fall prevention exists. The tank access ladder is not equipped with a ladder gate as recommended by the Department of Homeland Security. OSHA has very specific requirement as to the configuration and specifications of fixed ladders, specifically regarding size of rungs, distance from wall, etc. The existing ladder does not conform to these requirements with regard to the rung to rung distance.

Interior Access Ladder:

There is no interior access by design.

(See photos #23 - 24).

- **It is recommended to replace the existing shell ladder with an OSHA compliant steel welded access ladder.**
- **It is recommended to install an OSHA compliant fall prevention device on the exterior access ladder.**
- **It is recommended to add a ladder gate as recommended by DHS.**

Shell Access Hatch

OSHA requires two means of entrance and egress to all confined spaces. AWWA further recommends two means of access on tanks. This tank is equipped with only one clamped 12 x 16" diameter access hatch which does not comply with OSHA requirements.

(See photo #25).

- **It is recommended to install 2 - 24" minimum bolted shell manways.**

SANITATION

Roof Hatch

The roof hatch is 24-inches and does not meet OK DEQ guidelines which require that roof hatches be framed 4" to 6" above the surface of the roof at the opening and that it should be fitted with a solid watertight cover which overlaps the framed opening and extends down around the frame a minimum of two inches to prevent contaminated rainwater from entering the tank. The roof hatch was closed but not locked at the time of our inspection.

(See photos #26 - 28).

- **It is recommended to remove/modify the existing roof hatch & install an AWWA, OK DEQ compliant lockable roof hatch.**

Roof Vent

OK DEQ guidelines require that a tank have a vent, which is both freeze-proof and insect-proof, on the top of the tank to prevent contamination from birds, bats and insects. These guidelines also suggest the screen be protected from direct contact with the elements. The current configuration does not have a vent present. Proper tank venting is critical to the correct operation and longevity of a tank.

(See photos #29 -30).

- **It is recommended to install an AWWA compliant freeze proof/insect proof vent.**

Overflow

The overflow does not comply with OK DEQ guidelines, which require the overflow end 12-inches to 24-inches above grade and have a screen and/or flapper gate. The current configuration does NOT meet these guidelines. The overflow pipe does not extend to grade but is not equipped with a protective screen or flapper.

(See photo #31).

- **It is recommended to extend the overflow pipe to within 12-24" of grade and install a protective flapper valve to the end of the pipe.**

Roof Openings

The tank roof contains openings which do not comply with OK DEQ guidelines. It should be noted that a number of bird carcasses were removed from the tank. OK DEQ requires a fully enclosed structure for potable water to reduce the potential for contamination of the tank contents. The current condition of the non-compliant roof openings pose a significant health risk to the public.

(See photos #32).

- **High Priority: It is recommended to seal all non-compliant roof openings by seal welding.**

Sediment

Regular cleaning of potable water tanks is an essential component of responsible tank maintenance and a critical element to water quality within the distribution system. AWWA recommends the tank should be drained and inspected at least once every three years (AWWA M42 pg. 104). AWWA further comments the removal of mud and debris are required to properly service the tank. USCI cleaning crews found a significant amount of mud and sludge (approximately 5") in the tank. Animal carcasses were also found within the sediment.

(See photos #33 - 35).

- **It is recommended to initiate a regular maintenance schedule on all tanks to ensure clean sanitary water storage.**

Biofilm

Biofilm is a layer of microorganisms contained in a matrix (slime layer), which forms on surfaces in contact with water. Incorporation of pathogens in biofilms can protect the pathogens from concentrations of biocides that would otherwise kill or inhibit those organisms freely suspended in water.

Biofilms provide a safe haven for organisms like *Listeria*, *E. coli*, and *legionella* where they can reproduce to levels where contamination of products passing through that water becomes inevitable.

It has been proven that chlorine dioxide removes biofilm from water systems and prevents it from forming when dosed at a continuous low level. Hypochlorite on the other hand has been proven to have little effect on biofilms.

Biofilm develops as a result of many factors; among them are surface irregularities such as paint overspray, rough weld seams, staining (manganese & iron) and corrosion, all contribute to good "anchoring" locations for biofilm. In addition; to further contribute to poor water quality and high chemical costs, water stagnation resulting from poor tank circulation (tank design & thermal stratification) allows biofilm colonies to thrive.

Water quality can be greatly improved by implementing a biofilm removal program in conjunction with an active in tank mixing system.

- ***It is recommended to implement a biofilm removal program (chemical cleaning every three years) in conjunction with the installation an active in tank mixing system.**

Foundation

The foundation shows moderate signs of damage, this damage is minor cracking. Over time minor cracks can increase in size due to freezing/thawing. Cracks in a foundation can also be the result of unequal pressure (single point loading) exerted by the tank. Grouting is critical to minimize this condition. The tank currently does not have complete grouting between the tank and top surface of the foundation. The top of the concrete foundation is not coated as recommended by AWWA & OK DEQ. Coating the foundation helps prevent hairline cracks in the concrete from increasing in size, which could pose structural problems.

The foundation appears to be in poor condition.

(See photos #33 - 35).

- It is recommended to install grout to the foundation tank gap.
- It is recommended to repair concrete cracks with non shrink grout.
- It is recommended to coat the top of the concrete foundation with epoxy to prevent freeze-thaw damage.

Anchor Chairs and Bolts

The anchor chairs and bolts appear to be tight and in good condition.

(See photos #33 - 35).

- ☒ There are no issues with this component or feature. It appears fully within AWWA compliance.

Security Fence

The Department of Homeland Security recommends all public water supplies be protected by security fencing and locked and should have "Tampering with this facility is a Federal Offence" signs posted on and around the site. This tank site is not protected by a security fence. This site does not have have trespassing signage posted.

(See photo #36).

- ***It is recommended to install perimeter security fencing to prevent unwanted access to site.**
- ***It is recommended to post security signage on site to discourage unwanted access to the site.**

Ladder Access

The Dept. of Homeland Security recommended the tank be protected from unauthorized access by way of restricting access onto the tank ladder. The tank currently has no means of preventing unauthorized access onto the tank.

(See photo #23).

- **It is recommended to install a ladder gate to the exterior access ladder to prevent access onto the tank.**

Roof Hatch

The Department of Homeland Security recommends all public water supplies be protected from unauthorized access by locks. The roof hatch was closed but not locked at the time of our inspection

(See photos #26-28).

- **It is recommended to keep the roof hatch locked at all times to prevent unauthorized access into the tank.**

SUMMARY AND RECOMMENDATIONS

SUMMARY

Overall this tower is in poor condition; the exterior and interior coating systems have exceeded their useful protective life. The exterior coating system should be cleaned and overcoated and 2 coats of coatings applied to all surfaces. The interior coating system should be completely removed by abrasive sandblasting and 3 coats of NSF approved coating applied to all interior surfaces. In addition to the exterior and interior coating conditions, several modifications are recommended to bring this tank into current standards. The safety and sanitary issues are the most important.

RECOMMENDATIONS

- The exterior coating should be high-pressure power washed or abrasive brush blasted to remove any loose coating, oxidation, and grime. Areas of corrosion should be hand/power tool cleaned, followed by one coat of primer over repaired areas, followed by two full coats of compatible coating over all exterior surfaces.
- The interior epoxy coating system should be completely removed and relined with a 3 coat NSF approved epoxy lining system to prevent continued steel loss.
- It is recommended to replace the existing shell ladder with an OSHA compliant steel welded access ladder.
- It is recommended to install an OSHA compliant fall prevention device on the exterior access ladder. It is recommended to install 2 - 24" minimum bolted shell manways.
- It is recommended to remove/modify the existing roof hatch & install an AWWA, OK DEQ compliant lockable roof hatch.
- It is recommended to install an AWWA compliant freeze proof/insect proof vent.
- It is recommended to extend the overflow pipe to within 12-24" of grade and install a protective flapper valve to the end of the pipe.
- High Priority: It is recommended to seal all non-compliant roof openings by seal welding.
- It is recommended to initiate a regular maintenance schedule on all tanks to ensure clean sanitary water storage.
- *It is recommended to implement a biofilm removal program (chemical cleaning every three years) in conjunction with the installation an active in tank mixing system.
- It is recommended to install grout to the foundation tank gap.
- It is recommended to repair concrete cracks with non shrink grout.
- It is recommended to coat the top of the concrete foundation with epoxy to prevent freeze-thaw damage.

- ****It is recommended to install perimeter security fencing to prevent unwanted access to site.**
- ****It is recommended to post security signage on site to discourage unwanted access to the site.**
- **It is recommended to install a ladder gate to the exterior access ladder to prevent access onto the tank.**
- **It is recommended this work be done in year 1**

*This item is not included in the standard USCI Full Service Tank Maintenance Program and is not included in any repair or renovation costs.

**Utility Service Co., Inc. does not install or provide site fencing or security warning signs as part of the Full Service Tank Maintenance Program and is not included in any repair or renovation costs.

McAlester, Oklahoma Full Service Maintenance Program Renovation & Maintenance Spreadsheet **With Estimated Cost Per Tap Analysis**

All Upfront Work Included, Based on Inspection Report Recommendations INCLUDING Mixing System.

	UR	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Seminole Tank	\$545,032.00	\$133,452.00	\$133,452.00	\$133,452.00	\$133,452.00	\$133,452.00	\$33,296.00
Washout Tap		\$1.00					\$1.00
Visual Inspection Tap		\$0.93					\$0.93
Skyline Tank	\$350,020.00	\$90,047.00	\$90,047.00	\$90,047.00	\$90,047.00	\$90,047.00	\$27,299.00
Washout Tap		\$0.03					\$1.43
Monthly Per Tap		\$0.07					\$0.94
Carl Albert Tank	\$169,053.00	\$49,996.00	\$49,996.00	\$49,996.00	\$49,996.00	\$49,996.00	\$22,046.00
Washout Tap		\$1.08					\$1.97
Monthly Per Tap		\$0.97					\$0.16
Buffalo Tank	\$213,190.00	\$56,912.00	\$56,912.00	\$56,912.00	\$56,912.00	\$56,912.00	\$19,441.00
Washout Tap		\$0.08					\$1.73
Monthly Per Tap		\$0.13					\$0.14
Taylor Tank	\$206,012.00	\$51,392.00	\$51,392.00	\$51,392.00	\$51,392.00	\$51,392.00	\$28,753.00
Washout Tap		\$1.53					\$0.50
Monthly Per Tap		\$0.98					\$0.91
Upfront Renovations Total:	\$1,483,307	MP: \$381,830.92	\$381,799.00	\$381,799.00	\$381,799.00	\$381,799.00	\$130,844.86
Utility Control Room Tap	Washout	Per Tap					Per Tap
	Monthly	\$3.98					\$1.36
Total Washout Tap - Special Equipment (21) - 84	Washout	\$34,008					\$11.43
	Monthly	\$2.84					\$0.97

*Based on # of Taps [Information] Provided

The upfront cost of renovation and service has been spread equally over the initial FIVE years as listed above. In Year 6 and beyond, the annual cost is only the base fee as shown above. Washout and Visual Inspection services shall continue as shown above on an alternating annual basis.

As a general rule, the exterior must be, at a minimum, over coated approximately every eight to ten years and interiors renovated every ten to twelve years.

Under The Full Service Maintenance Program, Utility Service Company, Inc. assumes ALL future maintenance and renovation costs per the Water Tank Maintenance Contract.



McAlester City Council

AGENDA REPORT

Meeting Date: March 9, 2010
Department: Community Services
Prepared By: Mel Priddy
Date Prepared: January 27, 2010

Item Number: 3
Account Code: _____
Budgeted Amount: _____
Exhibits: 1

Subject

Consider, and act upon, McAlester Airport Advisory Board proposal to raise hangar rental rates by \$25.00 per hangar at Airport.

Recommendation

Motion to approve raising the hangar rental rates at McAlester Regional Airport by \$25.00 per hangar.

Discussion

The Airport Advisory Board met in regular session on December 21, 2009 and voted unanimously to raise the rental rates for airport hangers by \$25.00 per hangar. The last increase in hangar rates was in July 2004.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	MWP	01/27/10
City Manager	PJS <i>PJS</i>	03/10/10

HANGAR RENTAL FEE COMPARISON CHART

HANGAR TYPE	McALESTER	MUSKOGEE	STILLWATER	DUNCAN	DURANT	BARTLESVILLE
SINGLE TEE HANGAR	\$70.00	\$165.00				
SINGLE	\$100.00		\$162.00	\$125.00	\$165.00	\$200.00
SINGLE WITH ELECT. DOORS	\$165.00					
NEWER SINGLE WITH ELECT. DOORS	\$175.00					
TWIN TEE HANGAR		\$200.00				
TWIN WITH ELECTRIC DOORS	\$275.00					
TWIN			\$162.00	\$250.00	\$175.00/\$250.00	\$300.00
CORPORATE	\$1,700.00					\$1,000.00

**NOTE: HANGAR TYPE LIST THE TYPES OF HANGARS THAT THE McALESTER AIRPORT HAS;
MOST OF THE COMPARISON PRICES ARE FOR HANGARS OF EQUAL SIZE BUT WITHOUT ELECTRIC DOORS**

McALESTER REGIONAL AIRPORT RENTAL FEE INCOME:

Hangar #'s	Qty	Monthly Rent Per Hangar	Total Monthly Rental Income	Total Monthly Increase	Total Monthly Income With Increase
6 thru 11 & 24	7	\$100.00	\$700.00	\$175.00	\$875.00
14 thru 18	5	\$165.00	\$825.00	\$125.00	\$1,000.00
20 thru 23 % 25	5	\$175.00	\$875.00	\$125.00	\$1,000.00
26 thru 28	3	\$275.00	\$825.00	\$75.00	\$900.00
12(2 spaces)	1	\$600.00	\$600.00	\$50.00	\$650.00
4 & 5 (Brenair)	2	\$775.00	\$775.00	\$0.00	\$775.00
30 (Corporate)	1	\$1,700.00	\$1,700.00	\$0.00	\$1,700.00
3 Shed Spaces	3	\$70.00	\$210.00	\$0.00	\$210.00
Totals	27	\$3,860.00	\$6,510.00	\$550.00	\$7,110.00

At the present time we have one empty hangar @ \$100.00 and two empty shed spaces @ \$70.00 each
Our current revenue is \$75,240.00 per year; The increase would generate an additional \$6,300.00 in yearly income.



McAlester City Council

AGENDA REPORT

Meeting Date: March 9, 2010
Department: Police
Prepared By: Jim Lyles
Date Prepared: 02-23-2010

Item Number: 4
Account Code: _____
Budgeted Amount: _____
Exhibits: 3

Subject

Consider, and act upon, an Inter-Agency Agreement between the City of McAlester and the City of Krebs for Police Dispatch services and waive the annual fee.

Recommendation

Motion to approve the Inter-Agency Agreement to provide dispatch services to the City of Krebs and waive the annual fee for fiscal year 2010-2011.

Discussion

The City of McAlester Police Department and the City of Krebs Police Department have a close working relationship. The City of Krebs has been paying the City of McAlester \$18,000 annually to provide dispatch services for the Krebs Police Department. Due to the economic downfall, the City of Krebs currently does not have the funds available to pay the City of McAlester for the Fiscal year 2010-2011 for these dispatch services. Staff of the McAlester Police Department feel it is in the best interest of the citizens of Krebs and McAlester that the McAlester Police Department continue to dispatch calls for Krebs and waive the \$18,000 fee this fiscal year. By our department continuing to provide dispatch services, the officers and public are better protected. The Krebs Police Department and McAlester Police Department assist each other frequently on emergency calls. The Krebs Police Department also assists our department regularly on parades, and other such events taking some burden from our department. Staff feels both cities will benefit by the McAlester Police Department continuing to provide dispatch services at this time.

Approved By

	Initial	Date
Department Head	JL	02/23/10
City Manager	PJS <i>[Signature]</i>	03/10/10

INTER-AGENCY AGREEMENT

This agreement, made and entered into this _____ day of _____, 2010, by and between The City of McAlester, first party, and The City of Krebs, second party.

Witnesseth:

1. Beginning July 1, 2010, the first party will perform police dispatch services for the Krebs Police Department through the McAlester Police Department for the second party. The first party will provide police radio communications on McAlester police frequency for the second party on a 24 hour, 7 day week basis. The first party will also provide dispatch service to the second party via telephone from the citizens of Krebs requesting police service, and dispatch via radio to the second party police units. The first party will document all pertinent radio traffic regarding the second party on the McAlester Police Radio Log, and will document all Calls for Service Logs for the second party on Logs provided by the second party.
2. This agreement will be reviewed on a yearly basis by both parties and shall lapse as of June 30, 2011, unless mutually ratified prior to that date and in the event of ratification, it shall continue for the ensuing fiscal year on the same terms unless amended by mutual agreement.

City of Krebs

By _____
Bobby Watkins, Mayor

Attest:

Krebs City Clerk

City of McAlester
A Municipal Corporation

By _____
Kevin Priddle, Mayor

Attest:

McAlester City Clerk

CITY OF KREBS
POLICE DEPARTMENT

P. O. Box 156
Krebs, Oklahoma 74554

918 423-2421 • Fax 918 426-1269

02-26-2010

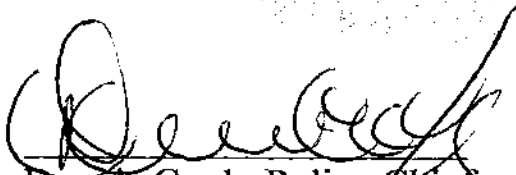
Chief: Jim Lyles

McAlester Police Department:

I would like to take this opportunity to thank you for your dispatching services over the past few years, as you well know it's important to have dispatching for police services for our communities, for the safety of our citizens. Both McAlester and Krebs have benefited in this program. You have an excellent dispatching staff and I'm very pleased to say this, and you should be very pleased as well. Working together has been very productive on both sides of the highway.

As you well know these are troubling times, our city is in financial difficulty. Krebs is no exception to other cities. Our city budget is falling over 35% over last year's. This means we have looked at all options. To keep from personnel reductions, furlough days, pay cuts, I am asking that the City of McAlester wave the \$18,000 a year fee until we can regroup and budget this expense.

Once again thank you, for you the opportunity and the relationships that are departments have, working together I think our citizens can have a safe place to raise their families.



Dennis Cook Police Chief



McAlester City Council

AGENDA REPORT

Meeting Date: March 9, 2010
Department: Police
Prepared By: Jim Lyles
Date Prepared: 02-23-2010

Item Number: 5
Account Code: _____
Budgeted Amount: _____
Exhibits: 5

Subject

Consider, and act upon, a Memorandum of Understanding and Agreement, and Standard Assurances regarding grant funds for 9-1-1 services.

Recommendation

Motion to approve the Memorandum of Understanding and Agreement, and Standard Assurances regarding grant funds for 9-1-1 services.

Discussion

The E-911 Coordinator, Lisa Sutterfield has applied for a 9-1-1 grant through the Oklahoma Department of Public Safety and was approved for \$126,877.44. The grant funds shall be used to acquire, implement, and employ the use of technologies to achieve substantial compliance with Phase II E-911 services, or for acquisition, implementation and migration to an Internet Protocol (IP) enabled emergency network.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	JL	02/23/10
City Manager	PJS <i>PJS</i>	03/10/10

CITIZENS HELPING CITIZENS



WAKE STILLWATER RUN

December 3, 2009

CITY OF MCALESTER/PITTSBURG CO
PO BOX 578
MCALESTER OK 74502
ATTN: LISA SUTTERFIELD

Dear Ms. Sutterfield;

I am pleased to inform you that your application for E-911 has been reviewed and approved for **\$126,877.44**

The next steps that are involved in the grant program is the development of a Memorandum of Understanding (MOU) between your agency and the State of Oklahoma. The MOU will be e-mailed to you for your agency's review and signature. Additionally, we will be contacting you in the near future for a representative(s) to attend a meeting to discuss requirements the National Highway Traffic Safety Administration (NHTSA) requires to be followed in order for your agency to be reimbursed for expenditures made in connection with your grant.

We appreciate your agency desiring to be a part of improving E-911 capability in Oklahoma.

If you have any questions, please contact me at 405/372-4171

Sincerely,

Norman McNickle
Chairman
Oklahoma Statewide 911 Advisory Board

MEMORANDUM OF UNDERSTANDING AND AGREEMENT REGARDING GRANT FUNDS FOR E 9-1-1 SERVICES

This Agreement is entered into by and between the State of Oklahoma, through the Department of Public Safety, herein referred to as DPS, and the City of McAlester/Pittsburg County, herein referred to as the Subgrantee. DPS is the recipient of certain federal grant funds from the Department of Transportation, National Highways Traffic Safety Administration in order to advance the deployment of Phase II E9-1-1 services in the State of Oklahoma, and is authorized to award such funds to eligible recipient agencies within the State of Oklahoma. Therefore, in consideration and compliance of the mutual promises herein contained both parties agree as follows:

PROJECT DESCRIPTION

The grant funds described herein shall be used to acquire, implement and employ the use of technologies to achieve the Subgrantee's substantial compliance with Phase II E9-1-1 services, or for acquisition, implementation and migration to an Internet Protocol (IP) enabled emergency network.

COMPENSATION

DPS, as the direct grant recipient for the total funds allocated to the State of Oklahoma, agrees to reimburse the Subgrantee an amount not to exceed \$ 126,877.44, in the manner and under the terms and conditions set forth in this agreement. Payment to the Subgrantee will be made from the grant funds made available to the State of Oklahoma. Payment(s) to the Subgrantee are subject to the availability of funds.

TERM

The term of this Agreement shall be for a period beginning with the date this agreement is executed by the parties and continuing until the completion by the Subgrantee of all processes and projects outlined in Exhibit A of this Agreement including the revised budget if applicable, but in any event no later than September 30, 2012. Payment to the Subgrantee will be made from the grant funds made available to the State of Oklahoma. Payment(s) to the Subgrantee are subject to the availability of funds. The parties may extend the term of this Agreement by written agreement.

AMENDMENTS

This Agreement is subject to such modifications as may be required by state or federal law. Modification or waiver of any term of this agreement or its attachments must be made in writing and signed by the duly authorized representatives of both parties.

TERMINATION OR SUSPENSION

This Agreement may be terminated or suspended in whole or in part at any time by written agreement signed by both parties. This Agreement may be terminated or suspended by DPS, in whole or in part for cause after notice and an opportunity for Subgrantee to present reasons why such action should not be taken. Grounds constituting cause include, but are not limited to: Subgrantee failure to comply with the provisions of this Agreement or with any applicable laws, regulations, guidelines or procedures or is unduly dilatory in executing its commitments under this Agreement; or in DPS's sole judgment, the Agreement purpose has not been or will not be fulfilled or would be illegal to carry out.

In the event of termination or suspension, Subgrantee shall be entitled to payment for otherwise valid and allowable costs incurred in good faith prior to notice of termination or suspension. Subgrantee shall make all necessary efforts to mitigate any damages caused by the termination or suspension.

LIABILITY ASSIGNMENTS

Each party to this agreement will be responsible for its own acts and shall not be liable for any civil liability that may arise from the acts of any other party. The parties do not intend for any third party to obtain any right or benefit by virtue of this agreement.

Nothing in the performance of this agreement shall impose any additional or different liability for claims against any party other than claims for which liability may be imposed by the Oklahoma Governmental Tort Claims Act.

Each party will be responsible for their agency's compliance in every federal, state and local requirement of the grant award and shall be liable for their own failure to comply including any repayment of disallowed costs. This compliance will include, but not be limited to, the timely submission of properly executed documentation that may be requested by the granting entity.

AUDIT AND INSPECTIONS

The Subgrantee certifies and assures that it will maintain fiscal controls and accounting procedures adequate to ensure proper accounting for all funds received pursuant to 47 CFR Part 400.

At any time during normal business hours and as often as DPS, the Comptroller General of the United States and the Secretary of the United States DOT, or their authorized representatives, agents, grantors or assigns designate, Subgrantee shall make available all of its books, files and records covering all matters pertaining to this Agreement.

The Subgrantee agrees to be responsible to ensure that the use of monies received under this contract complies with State statutes and other relevant laws and ordinances regarding auditing of Subgrantee. The cost of the audit of contract funds will not be paid from this grant award. The Subgrantee shall provide DPS with said audit within thirty (30) days of receipt of said audit request.

Subgrantee will permit DPS, the Comptroller General of the United States and the Secretary of the United States DOT, or their authorized representatives, agents, grantors or assigns to audit, examine, make excerpts or transcripts from such records, and to audit all contracts, invoices materials, payroll records, personnel records or other material which DPS, the Comptroller General of the United States and the Secretary of the United States DOT, or their authorized representatives, agents, grantors or assigns may consider pertinent to the purpose and execution of this Agreement. Subgrantee agrees that DPS, the Comptroller General of the United States and the Secretary of the United States DOT, or their authorized representatives, agents, grantors or assigns, including the State Auditor and Inspector and the US DOT Inspector General, may conduct the audit.

Subgrantee shall permit DPS, the Comptroller General of the United States and the Secretary of the United States DOT, or their authorized representatives, agents, grantors or assigns to inspect all facilities, and equipment purchased by Subgrantee as part of the program and all relevant data and records. Subgrantee shall also permit the above named entities to audit the appropriate books, records and accounts of the Agreement and related to the acquisition and implementation of the equipment and network facilities.

QUARTERLY PERFORMANCE REPORTS

(1) Subgrantee shall submit quarterly performance reports to DPS. Quarterly reports shall be due 10 days after the reporting period. The final performance report will be due 90 days after the expiration or termination of the grant.

(2) Performance reports will contain a comparison of actual accomplishments to the objectives established for the period. Where the output of the project can be quantified, a computation of the cost per unit of output may be required by DPS if that information will be useful.

FINANCE REPORTING AND REIMBURSEMENT

A. *Financial Status Report Form.* Subgrantee will use Standard Form 269 or 269A, Financial Status Report, to report the status of funds for all nonconstruction grants and for construction grants when required in accordance with 49 C.F.R. Part 18: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

B. *Accounting basis.* Each Subgrantee will report program outlays and program income on a cash or accrual basis as prescribed by the awarding agency. If the Federal agency requires accrual information and the Subgrantee's accounting records are not normally kept on the accrual basis, the Subgrantee shall not be required to convert its accounting system but shall develop such accrual information through an analysis of the documentation on hand.

C. *Frequency.* DPS may prescribe the frequency of the report for each project or program. However, the report will not be required more frequently than quarterly. If the Federal agency

does not specify the frequency of the report, it will be submitted annually. A final report will be required upon expiration or termination of the grant.

D. *Due date.* When reports are required on a quarterly or semiannual basis, they will be due 10 days after the reporting period. When required on an annual basis, they will be due 90 days after the grant year. Final reports will be due 90 days after the expiration or termination of grant support.

E. *Frequency and due date.* Subgrantee must submit the report no later than 10 working days following the end of each quarter.

F. *Reimbursements.* The Subgrantee shall receive funds from DPS as reimbursement for costs actually expended by the Subgrantee for authorized project activities previously defined in Exhibit basis. Requests for reimbursement will be submitted on Federal Standard Form 270 to the designated representative of DPS.

AGREED TO by and between the parties hereto the latest day and year appearing below.

APPROVED:

APPROVED:

The State of Oklahoma, Department

City of McAlester/Pittsburg County

of

Public Safety (DPS)

BY _____

BY _____

Date: _____

Date: _____

GThaxton@dps.state.ok.us or Tammy Propeck, TPropeck@dps.state.ok.us.

Sincerely,




Tammy Propeck
Oklahoma Department of Public Safety
Wireless/911 Grant Services
Telecommunications Division
Phone: (405) 425-2340

(See attached file: 9 911 MOU PITTSBURG COUNTY.MCALESTER.doc)(See attached
file: MOU Exhibit A.pdf)(See attached file: Standard Assurances.doc)

You forwarded this message on 2/19/2010 4:50 PM.

Attachments can contain viruses that may harm your computer. Attachments may not display correctly.

Lisa Sutterfield

From: TProeck@dps.state.ok.us [TProeck@dps.state.ok.us] **Sent:** Fri 2/19/2010 4:11 PM
To: Lisa Sutterfield
Cc:
Subject: Oklahoma's E-911 Sub-Grantees Meeting Announcement
Attachments:  9 911 MOU PITTSBURG COUNTY.MCALESTER.doc(51KB)  MOU Exhibit A.pdf(2MB)  Standard Assurances.doc(63KB)

Dear Ms. Lisa Sutterfield:

In preparation for launching Oklahoma's E-911 Grant projects, there will be a meeting that your agency will be required to attend. This meeting will be on February 25 at 10:00 a.m. in the first floor conference room at the Association of County Commissioners Organization (ACCO) located at 429 NE 50th in Oklahoma City.

Items to be discussed at this meeting will include the Memorandum of Understanding (which is attached), grant rules, the purchasing and reimbursement process, reporting frequency, grant auditing, and other items that could be relevant. It is suggested that the grant preparer, finance/purchasing personnel and the sub-grantee's primary point of contact attend this meeting.

Please acknowledge the receipt of this e-mail and reply with the approximate count of people that will be attending. If your agency approves the MOU in advance, please bring 2 signed copies of the MOU and the standard assurances to the meeting.

If questions arise, please send those inquiries to Gene Thaxton, GThaxton@dps.state.ok.us or Tammy Proeck, TProeck@dps.state.ok.us.

Sincerely,

Tammy Proeck
Oklahoma Department of Public Safety
Wireless/911 Grant Services
Telecommunications Division
Phone: (405) 425-2340

(See attached file: 9 911 MOU PITTSBURG COUNTY.MCALESTER.doc)(See attached file: MOU Exhibit A.pdf)(See attached file: Standard Assurances.doc)

STANDARD ASSURANCES

The applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars A-21, A-87, A-102 A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 CFR, pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in the application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency, the federal granting agency, or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63.
5. It will assist the awarding agency and the federal granting agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties) the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. §4321.)
6. It will comply (and will require any contractors or subcontractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968, (42 U.S.C. § 3789d), the Victims of Crime Act (42 U.S.C. § 1064(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672 (b)); the Civil Rights Act of 1964 (U.S.C. 42 § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794, the Americans with Disabilities Act of 1990 (42 U.S.C § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity:
 - a. It will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and,

- b. It will comply with requirements of 5 U.S.C. §§ 1501-1508 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Typed Name of Chief Executive Officer

Signature of Chief Executive Officer

Date

Title

The Chief Executive Officer is the person with official signature authority to make financial and programmatic commitments on behalf of the applicant agency. The Chief Executive Officer must be a state agency head, mayor, city manager, chairperson of the County Commission, an authorized tribal leader, or Chairperson of the Board of Directors.

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Acceptance of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying " and 2 CFR Part 2867, "DOJ Implementation of OMB Guidance of Nonprocurement Debarment and Suspension," and 28 CFR Part 83, "Government-wide Debarment and Suspension," and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. **LOBBYING** As required by Section 1352, Title 31 of the U.S. code, and implemented at 2 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:
 - a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
 - b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
 - c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR Part 2867, for prospective participants in primary covered transaction, as defined at 2 CFR Section 2867.20(a):

- A. The applicant certifies that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State of Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or

contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR part 83, Subpart F, for grantees, as defined at 28 CFR Sections 83.620 and 83.650:

- A. The applicant certifies that it will or will continue to provide a drug-free workplace by:
- a) Publishing a statement notifying employees that the unlawful manufacture, distribution dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b) Establishing an on-going drug-free awareness program to inform employees about
 - 1. The dangers of drug abuse in the workplace;
 - 2. The grantee's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - e) Notify the agency in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, Attn: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;
 - f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or Local health, law enforcement, or other appropriate agency;
- g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Typed Name of Chief Executive Officer

Signature of Chief Executive Officer

Title of Chief Executive Officer

Date

The Chief Executive Officer is the person with official signature authority to make financial and programmatic commitments on behalf of the applicant agency. The Chief Executive Officer must be a state agency head, mayor, city manager, chairperson of the County Commission, an authorized tribal leader, or Chairperson of the Board of Directors.



**ENHANCED 9-1-1 ACT
NATIONAL E-9-1-1 IMPLEMENTATION COORDINATION
OFFICE
GRANT APPLICATION**

I. General Information:

A. Legal Name of Applicant Organization: City of McAlester/Pittsburg County		Federal ID No. 73 6005314 (FEI)											
B. Finding address of applicant organization: <u>28 E Washington</u> <table style="width: 100%;"><tr><td style="width: 33%;"><u>McAlester</u></td><td style="width: 33%; text-align: center;"><u>OK</u></td><td style="width: 33%; text-align: right;"><u>74501</u></td></tr><tr><td>City</td><td>State</td><td>Zip</td></tr></table> Business mailing address for correspondence: <u>PO Box 578</u> <table style="width: 100%;"><tr><td style="width: 33%;"><u>McAlester</u></td><td style="width: 33%; text-align: center;"><u>OK</u></td><td style="width: 33%; text-align: right;"><u>74502</u></td></tr><tr><td>City</td><td>State</td><td>Zip</td></tr></table> County: <u>Pittsburg</u> Congressional District: <u>2</u>	<u>McAlester</u>	<u>OK</u>	<u>74501</u>	City	State	Zip	<u>McAlester</u>	<u>OK</u>	<u>74502</u>	City	State	Zip	C. Name of Project Director or Supervisor: Lisa Sutterfield Telephone: (918) 423-9300 ext 4928 Fax number: (918) 426-6225 E-Mail Address: lisa.sutterfield@cityofmcalester.com Name of +contact person: Lisa Sutterfield Telephone: (918) 423-9300 ext 4928
<u>McAlester</u>	<u>OK</u>	<u>74501</u>											
City	State	Zip											
<u>McAlester</u>	<u>OK</u>	<u>74502</u>											
City	State	Zip											
D. If applicant is a public authority, board, commission or similar body created by a governmental entity to provide E911 service, cite the statutory authority for the creation of the board and attach resolution, interlocal agreement or public trust documents creating the entity. The City of McAlester and the County of Pittsburg entered into an agreement to provide a 911 communications center for the county. <u>Interlocal Agreement Attached</u>	E. List each jurisdiction and population proposed to be covered by grant application? <table style="width: 100%;"><thead><tr><th style="text-align: left; width: 70%;">JURISDICTION</th><th style="text-align: right; width: 30%;">POPULATION</th></tr></thead><tbody><tr><td><u>Pittsburg County</u></td><td style="text-align: right;"><u>45,000</u></td></tr><tr><td colspan="2" style="text-align: right;">TOTAL <u>45,000</u></td></tr></tbody></table>	JURISDICTION	POPULATION	<u>Pittsburg County</u>	<u>45,000</u>	TOTAL <u>45,000</u>							
JURISDICTION	POPULATION												
<u>Pittsburg County</u>	<u>45,000</u>												
TOTAL <u>45,000</u>													
F. Identify steps, if any that applicant(s) have taken to coordinate 9-1-1 service with neighboring tribes, authorities or jurisdictions. <u>The City of McAlester will work with Pittsburg County to relay 911 calls to their department. All 911 calls will be answered at the City of McAlester's 911 center. The City of McAlester and Pittsburg County are working closely together to ensure 911 service for all citizens by taking steps to update 911 equipment, implement 911 addressing and mapping for the county.</u>													

II Financial Information

A. Current status of 9-1-1 service in each jurisdiction proposed to be served? <table style="width: 100%;"><thead><tr><th style="text-align: left; width: 30%;">JURISDICTION</th><th style="width: 70%;">Enhanced Landline/ Phase 0, I or II wireless</th></tr></thead><tbody><tr><td><u>McAlester</u></td><td><u>Enhanced Landline/Phase 0 wireless</u></td></tr><tr><td><u>Pittsburg County</u></td><td><u>No enhanced landline/Phase 0 wireless</u></td></tr></tbody></table>	JURISDICTION	Enhanced Landline/ Phase 0, I or II wireless	<u>McAlester</u>	<u>Enhanced Landline/Phase 0 wireless</u>	<u>Pittsburg County</u>	<u>No enhanced landline/Phase 0 wireless</u>	B. List of Public Safety Answering Point currently existing in applicant jurisdictions. <table style="width: 100%;"><thead><tr><th style="width: 60%;">PSAP</th><th style="width: 40%;">COVERAGE AREA</th></tr></thead><tbody><tr><td><u>City of McAlester</u></td><td><u>McAlester/Krebs/Partial</u></td></tr><tr><td> </td><td><u>Pittsburg County</u></td></tr></tbody></table>	PSAP	COVERAGE AREA	<u>City of McAlester</u>	<u>McAlester/Krebs/Partial</u>		<u>Pittsburg County</u>
JURISDICTION	Enhanced Landline/ Phase 0, I or II wireless												
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PSAP	COVERAGE AREA												
<u>City of McAlester</u>	<u>McAlester/Krebs/Partial</u>												
	<u>Pittsburg County</u>												

C. Identify the percentage of wireline fees authorized for each jurisdiction.		D. Has each county which is an applicant or which contains an applicant jurisdiction voted to assess the wireless fee?	
JURISDICTION	Percentage	COUNTY	YES/NO
City of McAlester & Pittsburg County	15%	Pittsburg	Yes

E. Identify the total wireline fees collected in FY 2009 and year to date 2010.

JURISDICTION	2009	2010 to date
Pittsburg County	\$173,699.85	\$1580.11

F. Identify the total wireless fees collected in FY 2009 and year to date 2010.

JURISDICTION	2009	2010 to date
Pittsburg County	\$180,804.27	\$15,306.26

G. Identify the total VOIP fees collected in FY 2009 and year to date 2010.

JURISDICTION	2009	2010 to date
N/A	N/A	N/A

III. Equipment, Mapping & Addressing, Sustainability:

A. Total number of answering positions planned

<u>Quantity</u>	<u>PSAP</u>
<u>3</u>	<u>McAlester/Pittsburg County</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

B. Do you have a plan for networking to connect to a selective router? If so please describe the network plan or options available.

City of McAlester/Pittsburg County will receive service from AT&T. AT&T will provide services from the selective router LEC Meet points. AT&T will provide tandem to PSAP trunks to be handed off at the LEC meet point. AT&T will provide selective routing through the tandem router.

C. Status of 9-1-1 mapping available in each jurisdiction

911 mapping for Pittsburg county is underway with projected completion date in January 2010

D. Status of 9-1-1 addressing in each jurisdiction

911 addressing for Pittsburg county is underway with projected completion date in January 2010

E. Identify whether contractors will be hired, their duties and estimated costs for each in implementing Phase II Service.

N/A

F. Identify steps and a proposed timeline for expenditure of grant funds

September 2009-911 equipment installation with down payment of \$50,000, remaining balance paid monthly for 60 months

G. Identify the estimated non-capital costs to maintain Phase II system once installed such as database, routing, network, dial tone, etc.

Frame Relay	\$ 677.48 monthly
Database	\$1,900 monthly
Network	\$ 765 monthly
DSL	\$ 70 monthly
Local Exchange Carrier Charges	\$ 500 monthly

H. How will post-installation costs be met? Identify the sources and percentages of funds.

Post installation costs will be met by the 911 wireless fees that are paid by users monthly. Pittsburg county wireless users are assessed a .50 charge and wireline users are assessed a 15% surcharge.

IV. Project Description & Budget

A. Briefly describe the proposed project:

City of McAlester/Pittsburg County is dedicated to bringing 911 service to its citizens. McAlester/Pittsburg County is currently working with a vendor to provide an IP based network and next generation 911 system. This system will provide interoperability with other IP based 911 systems and provide a better disaster recovery solution. McAlester/Pittsburg County also sees this solution as the path to providing text, video and photo from cellular devices to the 911 center when technology becomes available.

B. Program Budget

GRANT FUNDS

Expenditure description	Amount
Equipment	\$95,000.00
Hardware	2,100.00
Software	11,527.44
Training	1,250.00
Administrative	15,000.00
Other (Please describe) 911 Equipment Storage	2,000.00
Total requested:	\$126,877.44

MATCHING FUNDS

Expenditure Description	Amount
Equipment	\$95,000
Hardware	\$21,000
Software	\$11,527.44
Training	\$ 1,250.00
Administrative	\$15,000.00
911 Storage	\$ 2,000.00
Total matching funds	\$126,877.44

V. Signatures (use as many signature blocks as required)

NAME OF LEGAL ENTITY <i>City of McAlester</i>	NAME OF LEGAL ENTITY
<i>[Signature]</i> (title)	(title)
<i>7-29-09</i> (date)	(date)
NAME OF LEGAL ENTITY	NAME OF LEGAL ENTITY
(title)	(title)
(date)	(date)

Return completed forms to:

OARC

429 NE 50th St.

Oklahoma City, OK 73105

Or email to:

911grants@cox.net

Application Deadline July 30, 2009 at 5:00 p.m.

Late applications will not be accepted

Interlocal Cooperation Agreement For 911 Communications Center

WHEREAS, it is in the best interests of the County of Pittsburg to participate in a joint 911 Communications Center with the City of McAlester; and

WHEREAS, it is in the best interests of the City of McAlester to participate in a joint 911 Communications Center with the County of Pittsburg,

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO THAT:

1. **Mission Statement:** To enhance the quality of life for all citizens within the borders of Pittsburg County by receiving 911 and other calls for emergency service, by dispatching necessary emergency services in a prompt, courteous, professional, and correct manner, thereby saving lives, protecting property, and maintaining accurate records for user agencies.

2. **Area of Service:** This agreement governs the provision of enhanced 911 (E911) services throughout Pittsburg County. Said calls requiring emergency services to locations outside the jurisdictions covered by the 911 Communications Center will be forwarded to the appropriate dispatching center. Nothing in this agreement shall limit the 911 Communications Center from providing dispatching services to agencies outside of Pittsburg County.

3. **Organizational Structure:** This agreement between the City of McAlester and the Pittsburg County brings together two separate entities charged with providing emergency service response serving overlapping constituencies. The following format has been chosen to bring together the strengths of all participants, and to eliminate the duplication of costs, providing a level of service to the citizens of Pittsburg County that could not be had otherwise.

The City of McAlester is the sole owner of the building and property allowing the installation and access to E911 communication equipment owned by the City of McAlester and Pittsburg County for their common benefit. The City of McAlester will be the sole and direct employer of the 911 Communications Center personnel and will provide the supervision, training, wages and benefits, to its employees through the McAlester Police Department. All cost associated with the E911 Center will be funded by the Countywide E911 Fund.

4. **E911 Funds:** For this agreement, E911 Funds is revenue received from wireless and landline phones in Pittsburg County and the City of McAlester.

5. **Pittsburg County, Oklahoma will provide:**

A. Acknowledgement that the implementation of this multi-jurisdictional E911 communications center is for the mutual benefit of Pittsburg County and all the citizens of Pittsburg County and their common best interest shall take first priority.

- B. Communications systems to communicate with county personnel and others as may be necessary to deliver emergency 911 calls and services.

6. **The Pittsburg County E911 Board will provide:** Acknowledgement that the implementation of this multi-jurisdictional E911 communications center is for the mutual benefit of the citizens of Pittsburg County and their common best interest shall take first priority.

7. **The Pittsburg County E911 Fund will provide:**

- A. The purchase or lease of the E911 system equipment (hardware and software) and required monthly E911 phone network cost.
- B. The funding of the initial installation of equipment in the E911 Communications Center.
- C. The maintenance, modifications, upgrades, and insurance for the E911 equipment.
- D. The cost for Communications employees, and employee training in the proper use of E911 equipment.
- E. The purchase or lease of other appropriate equipment and training as deemed necessary for operations of the E911 Center. Any equipment or personnel needed in other agencies or departments will be the responsibility of that entity. This will include, but not limited to, the purchase or lease of the E911 system equipment (hardware & software) and required monthly E911 phone network cost, installation of equipment, cost of communications employees, employees training in the proper use of the E911 system, maintenance, modifications, upgrades, and insurance for the E911 equipment.

8. **The City of McAlester will provide:**

- A. Acknowledgement that the implementation of this multi-jurisdictional E911 communications center is for the mutual benefit of the City of McAlester and all the citizens of Pittsburg County and their common best interest shall take first priority.
- B. Space and furnishings in the City of McAlester E911 Communications Center for the installation and operation of the Pittsburg County E911 equipment with complete 24 hour access to said equipment without cost.
- C. Twenty four hour access to office space in the City of McAlester for the E911 Coordinator without cost while the E911 equipment is installed on the premises.
- D. Dispatch emergency 911 calls to the appropriate agency or agencies within Pittsburg County.
- E. An E911 Coordinator, a McAlester Police Department employee, to supervise the E911 Communications Center and associated personnel. This cost will be funded with E911 funds.

- F. The employment and training of dispatchers to meet minimum staffing levels. The minimum staffing levels will be determined by the E911 Coordinator. This cost will be funded by the E911 Fund.
- G. Insurance for its facility and city owned contents.
- H. Detailed list of all equipment bought, disposed, retired or declared obsolete when requested by the E911 Board or Pittsburg County. This property will follow standards set by the City of McAlester.

9. **The E911 Coordinator will provide or arrange for:**

- A. System training and maintenance.
- B. Master Street Address Guide (MSAG) database maintenance.
- C. Proper E911 equipment usage oversight.
- D. Dispatcher E911 system certification.
- E. Preparation of required reports or documents related to E911 services or equipment.
- F. Review of E911 procedural manuals and forms.
- G. Supervision of E911 personnel.

10. **Usage Fees:** The 911 emergency dispatch usage of all agencies and departments may be determined by a report (Percent of Usage Report) from the computer aided dispatch system and/or city/county population. Fees for agencies requesting 911 emergency dispatch services will be negotiated by the requesting agency and the E911 Coordinator with final approval authority by City of McAlester City Council and Pittsburg County Board of Commissioners. All revenue received from other agencies or departments for 911 emergency dispatch services will be deposited in the E911 account.

11. **Fees Collected from E911:** Pittsburg County will send all revenue received from E911 to the City of McAlester. This will include landline and wireless accounts. The revenue will be deposited into separate E911 accounts, to be managed by the City of McAlester. These accounts will be accessible for review by the E911 Board or Pittsburg County.

12. **Review:** It is the intention of Pittsburg County and the City of McAlester that the E911 funds shall pay all of the expense of the equipment, maintenance and operation of the 911 Communications Center. This agreement shall be reviewed annually to determine if the income from the E911 funds is sufficient to pay all of the expenses.

13. **Termination:** Either party may terminate this agreement effective on June 30th in any year, provided, written notice of such termination is delivered to the other party prior to March 1st of that year.

14. **Separability:** The provisions of this agreement shall be separable, and if any part or portion thereof shall be held void and unenforceable by any court of competent jurisdiction by final order, the decision thereof shall not affect, or impair any of the remaining parts or portions thereof.

15. **Governing Law:** This agreement shall be governed by, construed, and enforced in accordance with the laws of Oklahoma.

16. **Entire Agreement:** This agreement constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

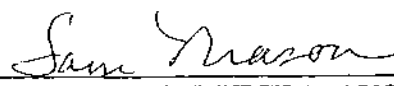
17. **Modification of Agreement:** Any modification of this agreement or additional obligations assumed by any party in connection with this agreement shall be binding only if in writing signed by each party to the agreement.

18. **Section Headings:** The titles to the section of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

^{16th HB}
DATED THIS 10th DAY OF JULY 2007.

BOARD OF COUNTY COMMISSIONERS CITY OF McALESTER, OKLAHOMA
PITTSBURG COUNTY, OKLAHOMA


KEVIN SMITH, CHAIRMAN


SAM MASON, VICE-MAYOR


RANDY CRONE, MEMBER


GENE ROGERS, MEMBER

ATTEST:

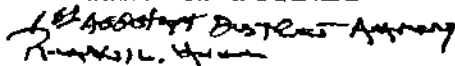

DEBBIE BURCH, COUNTY CLERK

ATTEST:


CORA MIDDLETON, CITY CLERK

APPROVED:


DISTRICT ATTORNEY


Assistant District Attorney
Mark L. Hume

APPROVED:


CITY ATTORNEY



McAlester City Council

AGENDA REPORT

Meeting Date: March 9, 2010 Item Number: 6
Department: Acting City Manager
Prepared By: Peter Stasiak Account Code: _____
Date Prepared: March 1, 2010 Budgeted Amount: _____
Exhibits: (1) Agreement (1) Letter Non-Uniform Committee

Subject

(TABLED) Consider, and act upon, an agreement for the fireworks display with Hance Pyrotechnics for the 2010 scheduled July 4th celebration in the amount of \$25,000.

Recommendation

Motion to approve and sign the agreement for the 2010 fireworks display with Hance Pyrotechnics in the amount of \$25,000.

Discussion

Hance Pyrotechnics provides all the fireworks including firework equipment and display materials, all personnel who are qualified technicians and \$1M in liability insurance coverage. This request was sent to the Non Uniform Council for consideration and their comments are attached and recommend approval utilizing tourism money for the expenditure.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	PJS	03/01/10
Acting City Manager	PJS <i>PJS</i>	03/01/10



February 25, 2010

Honorable Mayor Kevin Priddle
Council Members
2 East Washington
McAlester, OK 74501

Dear Mayor Priddle and Council Members:

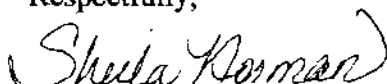
The Non Uniform Council met in regular session on February 24, 2010 in the Council Chambers at City Hall. As new business we were addressed by Acting City Manager Pete Stasiak and CFO Gayla Duke regarding the approval of the contract with Hance Pyrotechnics for the 4th of July Fireworks display.

The following information and concerns were discussed:

- 1) The 4th of July is a celebration of the Freedom we have as citizens of the United States. It is the most important holiday that we celebrate. The feeling was conveyed that this could not be canceled for any reason because it is what we stand for as Americans.
- 2) The funds that are used for this contract come from the hotel-motel tax for tourism and can not be used in the everyday running of the City. These funds are earmarked for tourism and really do not have anything to do with the City's current financial situation.
- 3) This celebration brings people from surrounding communities to our town and they usually eat out or shop while they are here for the fireworks. If we cancel this year there will be people come to McAlester that are expecting to see the display and will be unhappy and go elsewhere. It will take several years to rebuild that customer base once they have been disappointed.

In closing the Non Uniform Council voted unanimously to recommend that the council approve the contract for the 4th of July Celebration. While every City employee may not agree with our decision we have discussed this with several employees and they all share our feelings. The fact that we are experiencing hard times means we must think of our community as a whole and this event will greatly enhance the Spirit of our Community.

Respectfully,


Sheila Norman
NUC Chairperson

Hance Pyrotechnics
201 Remington Place
Tahlequah, OK 74464
918-456-3971
918-431-5876 cell

January 14, 2010

Jerry Lynn:

If you compare this year's bid to last year you will notice a price decrease in shells. We have reworked you bid to offer more shells and also offer the higher quality shells available in your show.

We are offering the new lower prices and the extended contract for an additional 3 years to ensure that you have a quality State Class Show.

We have also increased the 3", 5, 8", 10" shell counts to make your show and more spectacular show than ever before.

How does this compare to last year;

	2009	2010	Change	+246
3"	408	480	+72	
4"	204	204	0	
5"	228	180	-48	
6"	117	153	+36	Most spectacular shells
8"	8	26	+18	
10"	4	12	+8	
RC	0	160	+160	2" Roman Candles

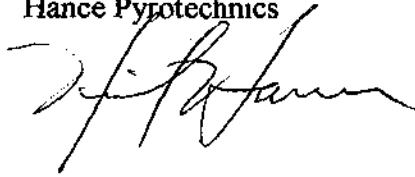
The larger shells and the addition of more Premium and Specialty shells will dramatically change the scale of the show to a *State Class Show*.

Please return the contracts as soon as possible to insure your spot in this year's July schedule, display operators are in short supply and your prompt attention will help us deliver a quality show for you.

If you are interested in increasing the amount of your show just give us a call and we can increase any amounts you like.

If you have any questions please call.
We are looking forward to working with you.

Thank you
Neil Hance
Hance Pyrotechnics

A handwritten signature in black ink, appearing to read 'Neil Hance', written over the printed name.

HANCE PYROTECHNICS

201 Remington Place

Tahlequah, OK 74464

918-456-3971

918-431-5876 cell

January 14, 2010

Attached is the bid you requested for your July Fireworks Display.

Here are a few explanations to what you will be receiving in the way of shells and firing techniques.

Shells are classed in 5 categories,

Color shells: which are bright single colors in red, green, gold, blue, silver, etc. They are usually Chrysanthemums.

Deluxe shells: Consisting of a much bolder color and patterns designs and multi effects, these shells are very close to premium as you can get.

Premium shells: Are the very high quality shell's, consisting in high quality styles and effects, they are the best in color, burst and patterns.

Premium canister shells: These Premium Canisters are cylinder shells that have multiple burst and long duration, they are high quality Japanese styles effects, they are the best in duration, color, burst and patterns.

Specialty shells: Such as Yung Feng which are known for elaborate colors and very long duration. An example would be the Yung Feng Golden willow with red strobing stars and red strobing pistol, the duration will last almost to the ground, these are the best possible shell's available on the market, consisting in high quality Japanese styles and effects, they are the absolute best in color, burst and patterns.

All shells will be in the Assorted variety so you will be getting the widest variety of colors, patterns, as well as the loud titanium salutes.

Our shows consist of an Opening , Main body of show, and Finale.

Openings are usually loud and attention getters, followed by a main body which is the assortment of multi effect shells then wrapping it up into a long Finale to finish the show.

All shows are electric fired to protect the operators and spectators and provide a more precise show.

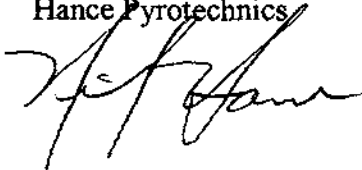
If you have any question please call.

We are looking forward to working with you.

Thank you

Neil Hance

Hance Pyrotechnics



Quote

McAlester July 4th

Date:

15 January 2010

FROM**Hance Pyrotechnics**

201 Remington Place
 Tahlequah, Oklahoma 74464
 918-456-3971
sales@hancefireworks.com
www.hancefireworks.com

TO**City of McAlester**

P O Box 578
 McAlester, OK 74502
 918-423-9300
jerry.wilson@cityofmcalester.com
 c/o SE Expo Jerry Lynn
 July 4th 20 min

Show Budget \$ 25,000.00

<u>Item Description</u>	<u>Units/</u> <u>case</u>	<u>Units</u> <u>Ordered</u>	<u>Price</u>	<u>Shot Count</u> <u>Each</u>	<u>Extended</u> <u>Amount</u>
<u>Aerial Shells</u>					
<u>3" Shells</u>					
3" A Color Shells w/ tails	72	144	\$ 5.00	144	\$ 720.00
3" B Deluxe Shells w/ tails	72	72	\$ 5.75	72	\$ 414.00
3" C Premium Shells w/ tails	72	72	\$ 6.25	72	\$ 450.00
3" D Specialty Shells w/ tails	72	72	\$ 6.50	72	\$ 468.00
3" CH-10 Color Chains Shells (10)	6\10\60	120	\$ 5.00	120	\$ 600.00
		480			
<u>4" Shells</u>					
4" A Color Shells w/ tails	36	36	\$ 10.00	36	\$ 360.00
4" B Deluxe Shells w/ tails	36	72	\$ 11.50	72	\$ 828.00
4" C Premium Shells w/ tails	36	36	\$ 12.75	36	\$ 459.00
4" CH-5 Color Chains Shells (5)	6\5\30	60	\$ 10.00	60	\$ 600.00
		204			
<u>5" Shells</u>					
5" A Color Shells w/ tails	24	24	\$ 16.00	24	\$ 384.00
5" B Deluxe Shells w/ tails	24	24	\$ 18.75	24	\$ 450.00
5" C Premium Shells w/ tails	24	24	\$ 21.75	24	\$ 522.00
5" Can Premium Canister Shells w/ tails	24	24	\$ 30.25	24	\$ 726.00
5" D Specialty Shells w/ tails	24	24	\$ 32.00	24	\$ 768.00
5" CH-5 Color Chains Shells (5)	4\5\20	60	\$ 16.00	60	\$ 960.00
		180			
<u>6" Shells</u>					
6" A Color Shells w/ tails	9	36	\$ 27.00	36	\$ 972.00
6" B Deluxe Shells w/ tails	9	36	\$ 34.00	36	\$ 1,224.00
6" C Premium Shells w/ tails	9	45	\$ 38.50	45	\$ 1,732.50
6" D Specialty Shells w/ tails	9	36	\$ 50.00	36	\$ 1,800.00
		153			
<u>8" Shells</u>					
8" B Deluxe Shells w/ tails	4	8	\$ 60.00	8	\$ 480.00
8" C Premium Shells w/ tails	4	8	\$ 75.00	8	\$ 600.00
8" D Specialty Shells w/ tails	4	10	\$ 90.00	10	\$ 900.00
		26			
<u>10" Shells</u>					
10" D Specialty Shells w/ tails	4	12	\$ 165.00	12	\$ 1,980.00

12

2" RC	2"	8 Ball Roman Candles	1	20	\$	29.50	160	\$	590.00
				20					

Total Shot Count **1215**
Shot Count

Net Items

Supplies, E match, Wire, Quick match

Insurance Fee \$1,000,000.00

Shipping and Handling

Shooters Fees

<u>Product Total</u>	\$	18,987.50
	\$	1,139.06
10%	\$	1,898.75
	\$	474.69
10%	\$	2,500.00
<u>Net Order</u>	\$	25,000.00

Total of 1215 shots in Display

X 

X
Authorized Signature

Hance Pyrotechnics

201 Remington Place
Tahlequah, Oklahoma 74464
918-456-3971 458-1758
www.hancefireworks.com
sales@hancefireworks.com

AGREEMENT FOR FIREWORKS DISPLAY

THIS AGREEMENT made and entered into this **2nd day of Feb, 2010**, by and between Hance Pyrotechnics, whose principal place of business is Tahlequah, Oklahoma, sometimes hereinafter referred to as **Seller**, and **City of McAlester**, sometimes hereinafter referred to as **Purchaser**,

WITNESSETH:

WHEREAS, Hance Pyrotechnics, being the display company to perform the pyrotechnic display (hereafter "fireworks display") to be performed and displayed on **July 4th, 2010** with a rain date of July 5th, 2010 for Client, and

WHEREAS, Hance Pyrotechnics is to perform the fireworks display in a manner consistent with the highest degree of care with respect to the safety of viewers and improvements located in the area where the fireworks will be set off, and

WHEREAS, in exchange for Hance Pyrotechnics performing the fireworks display, Hance Pyrotechnics shall be entitled to a payment of the successfully bid amount of **\$25,000.00**, inclusive of tax, payable as hereafter provided.

NOW THEREFORE, the parties hereto agree as follow:

1. **Seller's responsibilities with respect to fireworks display:** Seller agrees to provide all necessary fireworks, fireworks display materials, and the personnel necessary to perform the fireworks display. Seller shall take all steps reasonably necessary to safeguard the improvements or other property in the area of the display other than the issues for which Purchaser is responsible. Seller shall provide qualified pyrotechnicians who will deliver, set up, execute and take down the fireworks display. The pyrotechnicians shall conduct a search of the grounds after the display in an effort to locate and dispose of any unexploded fireworks. The scope and extent of such search shall be dependent upon the weather conditions, time and the completion of the display, etc. Seller shall comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks, and obtain all necessary permits and shall be responsible for the cost thereof.

2. **Purchaser's responsibilities with respect to fireworks display:** Purchaser agrees to (a) provide a sufficient area for the display, including a minimum spectator set back of 1000' as determined by Seller, (b) provide protection of the display area to prevent unrestricted access by unauthorized persons by a means it shall determine is adequately designed for that purpose, (c) arrange adequate police or other protection to prevent spectators from entering the display area, administer proper crowd control, parking supervision, etc., and (d) arrange fire protection and emergency medical care for the health and safety of spectators and the public.

3. **Compensation to Seller:** Purchaser shall pay to Seller the amount of **\$25,000.00**. The sum shall be paid to Seller with 50% down as deposit upon signing the contract, and remaining amount due on the date of the display. Any balance that is not paid at the time it becomes due shall bear interest at 18% per annum.

4. Weather, election to postpone/cancel: The parties understand that weather may prevent the ability to perform the fireworks display. In the event inclement weather is present on the day the display is scheduled to occur, the event may be postponed by mutual agreement by the parties. The fireworks display shall not be performed in the event any government body or agency with authority in regard to the fireworks display shall direct, in writing or otherwise, that the display should not occur. The event will then be rescheduled by mutual agreement by the parties to the rain date within the calendar year. The Purchaser agrees to pay an additional cost of not more than \$200.00 per day, but is limited to not more than 3 days, for security, Seller will arrange for said security. If Purchaser will not reschedule the display within the calendar year or completely cancels said display, the deposit is not refundable.

5. Insurance: Seller is required to provide at its expense liability insurance coverage to cover liability in the amount of \$1,000,000.00 associated with the fireworks display. Such coverage shall name Purchaser as an additional insured.

6. Liability:

a. Performance: Seller shall not be liable for any faulty performance of equipment or products that could not reasonably have been discovered prior to the commencement of the fireworks display. Seller shall use its best efforts to ensure that the display will proceed as planned and Seller will secure, prepare and deliver said fireworks and/or will make necessary substitutions of equal or greater value.

b. Harm to third parties or property: Seller shall be liable for harm to any spectators, third parties, or improvements to property do to negligence within the vicinity of the fireworks display area. Seller covenants that it will use its best efforts to avoid any such harm pursuant to the foregoing section.

c. Indemnification: Seller agrees to indemnify and hold Purchaser harmless for any liability to third parties caused in whole or in part by a failure by Purchaser to perform its obligations hereunder.

7. No partnership or joint venture: The parties agree that Seller is a subcontractor and that there is no partnership or joint venture between the parties. The manner and means of providing the display is left to the sole discretion of Seller.

8. Equipment: Seller shall supply all necessary equipment and mortars for the fireworks display, and are the sole property of Hance Pyrotechnics.

IN WITNESS WHEREOF, this Agreement has been executed this ____ day of _____, 2010.

Seller

Purchaser

Hance Pyrotechnics
Neil Hance

By _____
Title _____
PO Box 578
McAlester, Oklahoma 74502
Phone: 918-423-9300

Hance Pyrotechnics
201 Remington Place Tahlequah, OK 74464 (918-456-3971) (458-1758)
www.hancefireworks.com sales@hancefireworks.com

Peter Stasiak

From: William Ervin [ervinlaw@sbcglobal.net]
Sent: Monday, February 15, 2010 2:57 PM
To: Peter Stasiak
Subject: Request For Title Opinion and Review of Hance Pyrotechnics Contract

Dear Pete:

I reviewed the referenced contract. It is legally sufficient to create the obligations and liabilities on the parties to the agreement.

I would ask for one correction. In paragraph 6 c, Indemnification, the second Purchaser on the second line of that paragraph should be changed to Seller.

The contract is ready for the City Council's consideration.

Bill Ervin

02/16/2010

REQUEST TO CITY ATTORNEY FOR LEGAL OPINION

SECTION I. REQUEST FOR INFORMATION

1. Date Request Made: 02/08/10

Requestor Name: Pete Stasiak

2. Department Name: ACM

3. Telephone Number(s) of Requestor: 918-423-9300 ext. 4982 4. Facsimile Number of Requestor: 918-421-4970

SECTION II. NATURE OF REQUEST

1. Describe, in detail, the nature of your request:

- Review Agreement for Fireworks Display

2. Specify Reference (Ordinance, Resolution, City Code, Contract, etc.):

- Contract/Agreement

SECTION III. DOCUMENTS FOR REVIEW

1. Documents attached for review? xxxx YES NO

SECTION IV. FOR REVIEW BY

1. Name and telephone numbers of person and department to whom original response to request for opinion is to be made (if different from Requestor in Section I):

2. Name, telephone and facsimile of any person to receive a carbon copy of response to requested opinion:

3. The City Manager will automatically receive a copy of the opinion.

SECTION V. REQUESTED RESPONSE DATE

1. Requested time for response (if applicable): 2/16/10

SECTION VI. APPROVAL BY CITY MANAGER

1. Approval of request by City Manager: _____ Date _____

Transmission Report

Date/Time
Local ID 1
Local ID 2

08-02-2010
9184214970

04:33:13 p.m.

Transmit Header Text
Local Name 1
Local Name 2

Line 1 City of McAlester
Line 2

This document : Confirmed
(reduced sample and details below)
Document size : 8.5"x11"

REQUEST TO CITY ATTORNEY FOR LEGAL OPINION

SECTION I. REQUEST FOR INFORMATION

1. Date Request Made: 02/08/10
Requester Name: Ben Stasiak
2. Department Name: ACM
3. Telephone Number(s) of Requestor: 918 423 9300 ext 4082
4. Facsimile Number of Requestor: 918 423 4970

SECTION II. NATURE OF REQUEST

1. Describe, in detail, the nature of your request:
 - Review Agreement for Fireworks Display
2. Specify Reference (Ordinance, Resolution, City Code, Contract, etc.):
 - Contract/Agreement

SECTION III. DOCUMENTS FOR REVIEW

1. Documents attached for review? ~~xxx~~ YES NO

SECTION IV. FOR REVIEW BY

1. Name and telephone numbers of person and department to whom original response to request for opinion is to be made (if different from Requestor in Section I):
2. Name, telephone and facsimile of any person to receive a carbon copy of response to requested opinion:
3. The City Manager will automatically receive a copy of the opinion.

SECTION V. REQUESTED RESPONSE DATE

1. Requested time for response (if applicable): 2/16/10

SECTION VI. APPROVAL BY CITY MANAGER

1. Approval of request by City Manager: _____ Date

Total Pages Scanned : 4

Total Pages Confirmed : 5

No.	Job	Remote Station	Start Time	Duration	Pages	Line	Mode	Job Type	Results
001	314	918 423 4243	04:29:27 p.m. 08-02-2010	00:03:11	5/4	1	EC	HS	CP9600

Abbreviations:

HS: Host send
HR: Host receive
WS: Waiting send

PL: Polled local
PR: Polled remote
MS: Mailbox save

MP: Mailbox print
CP: Completed
FA: Fall

TU: Terminated by user
TS: Terminated by system
RP: Report

G3: Group 3
EC: Error Correct



McAlester City Council

AGENDA REPORT

Meeting Date: March 9, 2010 Item Number: 7
Department: Legal
Prepared By: Cora Middleton, City Clerk Account Code: _____
Date Prepared: March 1, 2010 Budgeted Amount: _____
Exhibits: 7

Subject

Consider, and act upon, approving and authorizing the Mayor and City Clerk to sign corrected Oil & Gas Leases from the City of McAlester to Antero Resources Corporation dated 9th day of February regarding Section 2, T5N, Rg. 14E and Section 31, T7N, Rg. 16E, Pittsburg County, OK.

Recommendation

Motion to approve and authorize the Mayor and City Clerk to sign corrected Oil & Gas Leases from the City of McAlester to Antero Resources Corporation dated 9th day of February regarding Section 2, T5N, Rg. 14E and Section 31, T7N, Rg. 16E, Pittsburg County, OK.

Discussion

Information provided by City Attorney, William J. Ervin, Sr., regarding the correction of the two Oil & Gas Leases is attached as exhibits.

Approved By

	Initial	Date
Department Head	CM	03/01/10
City Manager	PJS <i>[Signature]</i>	03/02/10

From: William Ervin <erviniaw@sbcglobal.net>
Subject: Oil & Gas Lease Sale to Antero Resources
Date: February 23, 2010 11:56:15 AM CST
To: Cora Middleton <cora.middleton@cityofmcalester.com>
Cc: Pete Stasiak <peter.stasiak@cityofmcalester.com>

Dear Cora:

Would you put a matter on the City Council's agenda. After our sale the other day, Antero called to request corrections in the oil and gas lease signed by your and the mayor. They wanted the address changed. I told them to make any corrections and bring it by and I would ask that the corrected lease be put back before the Council for approval.

When they brought the corrected leases in this morning, they had done further title research and found the City actually owned 4.22277 more mineral acres in Section 2 than they first realized. So, the name of the company and address has been changed in both leases and the description has been changed for the lease dealing with Section 2. I have reviewed the changes and they appear to be correct. Antero will pay the additional \$1,477.97 on the increased cash bonus owed when we give them the corrected leases.

The agenda items should be:

Consider and Act to approve and correct oil and gas leases from the City of McAlester to Antero Resources Corporation dated 9th day of February regarding Section 2, T5N, Rg. 14E and Section 31, T7N, Rg. 16E, Pittsburg County, OK and authorize the Mayor and City Clerk to sign corrected leases.

If you or Pete have questions, please call.

Bill

**CORRECTION OIL AND GAS LEASE
(PAID-UP)**

THIS AGREEMENT, made and entered into this 9th day of February, 2010 by and between City of McAlester, a Municipal Corporation of Oklahoma, 215 E. Choctaw, Suite 104, McAlester, OK 74501 hereinafter called **Lessor** (whether one or more) and Antero Resources Corporation, 1625 17th Street, Suite 300, Denver, CO 80202 hereinafter called **Lessee**.

WITNESSETH That the said Lessor, for and in consideration of One and More DOLLARS, cash in hand paid, the receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of Lessee to be paid, kept and performed, have granted, demised, leased and let and by these presents do grant, demise, lease and let exclusively unto the said Lessee, for the purpose of exploring by geophysical and other methods, mining and operating for oil (including but not limited to distillate and condensate), gas (including casing head gas, helium, coal bed methane gas, and all other constituents), and for laying pipelines, and building tanks, power stations, structures thereon, the right to use existing well bores, flow lines and other production related equipment, to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situated in the County of Pittsburg, State of Oklahoma, described as follows, to-wit:

See Exhibit A, attached hereto and made a part hereof, for complete legal description.

Section 2, Township 5 North, Range 14 East, and containing 40.35740 acres, more or less.

The intent of this Correction Lease is to correct the Lease Recorded at Book 1768 Page 016. This lease is only correcting the legal description and the Lessee's Name and Address.

It is the intent to lease all of Lessor's interest in Section 2, Township 5 North, Range 14 East, Pittsburg County, Oklahoma.

It is agreed that this lease shall remain in force for a term of Three (3) years from the date above (hereinafter referred to as "primary term") and as long thereafter as oil or gas, or either of them, is produced from said land, or lands spaced or unitized therewith or the leased premises are being developed.

In consideration of the premises the said Lessee covenants and agrees: to deliver to the credit of Lessor, in the pipeline to which it may connect its wells, the 1/5th part of all oil (including but not limited to condensate and distillate) produced and saved from the leased premises, less a proportionate deduction for any transportation fees or taxes charged to the Lessee; to pay Lessor for gas (including casing head gas and coal bed methane gas) of whatsoever nature or kind (with all of its constituents) produced and sold or used off the leased premises or used in the manufacture of products therefrom, 1/5th of the proceeds received for the gas sold, used off the premises, or in the manufacture of products therefrom less a proportionate part of any production, severance and other excise taxes and costs incurred by Lessee in transporting, processing, compressing or otherwise making merchantable Lessors share of gas, but in no event more than 1/5th of the actual amount received by the Lessee. Said payments to be made to Lessor at the address stated above. During any period (whether before or after the expiration of the primary or extended term hereof) when gas is not being so sold or used and the well or wells are shut in and there is no current production of gas or operations on said leased premises sufficient to keep this lease in force, Lessee shall pay or tender a royalty of One Dollar (\$1.00) per year per net acre retained hereunder such payment or tender to be made, on or before the anniversary date of this lease next ensuing after the expiration of ninety (90) days from the date such well is shut in and thereafter on the anniversary date of this lease during the period such well is shut in, to the royalty owners. When such payment or tender is made, it will be considered that gas is being produced within the meaning of the entire lease.

If, at the expiration of the primary term, Lessee is engaged in operations for the drilling, testing or reworking of any well on the lands covered by this lease or on lands spaced or unitized herewith, this lease nevertheless shall continue in force and effect so long as the operations for drilling, testing or reworking of any existing or succeeding well are being conducted with no cessation of more than ninety (90) consecutive days and, if such operations result in production, so long thereafter as oil, gas or other hydrocarbons are produced from the leased premises or from acreage spaced or unitized herewith. If, during any extension or continuation of the primary term of this lease, by production or otherwise, a change in spacing or in the well pattern, as prescribed by the Oklahoma Corporation Commission or other governmental authority would otherwise result in all or a portion of the land covered by this lease being no longer held by production or otherwise subject to the terms hereof, Lessee shall have the right to conduct the following continuous drilling operations and maintain this lease as to all lands covered hereby. For a period of ninety (90) days after such order or regulation changing the spacing or well pattern affecting all or a part of the land covered hereby becomes final, Lessee shall have the right to commence drilling operations on that part of the land covered hereby which would no longer be held by production or on other lands which are included in the area which would no longer be held by production, and if such operations result in production, as to such land, this lease shall be extended for so long thereafter as oil, gas, or other hydrocarbons is produced.

Lessee is hereby granted the right at any time and from time to time to unitize the leased premises or any portion or portions thereof, as to all strata or any stratum or strata, with any other lands as to all strata or any stratum or strata, for the production primarily of oil or primarily of gas with or without distillate. However, no unit for the production primarily of oil shall embrace more than 40 acres plus a tolerance of ten-percent thereof, or for the production primarily of gas with or without distillate more than 640 acres plus a tolerance of ten-percent thereof, provided that if any governmental authority shall prescribe a spacing pattern for the development of the field or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be used in such allocation of allowable. Lessee is also hereby granted the right, at any time, to amend, modify, alter or cancel said unitization agreement as may be necessary in Lessee's judgment to include or exclude different strata, royalty owners or lands or such other information as is deemed necessary by Lessee. Operations upon and production from the unit shall be treated as if such operations were upon or such production was from the leased premises whether or not the well or wells are located thereon. The entire acreage within a unit shall be treated for all purposes as if it were covered by and included in this lease except that the royalty on production from the unit shall be as below provided, and except that in calculating the amount of any shut in gas royalties, only the part of the acreage originally leased and then actually embraced by this lease shall be counted. With respect to production from the unit, Lessee shall pay Lessor, in lieu of other royalties thereon, only such proportion of the royalties stipulated herein as the amount of Lessors' acreage placed in the unit bears to the total acreage in the unit.

Lessee shall retain a continuing right-of-way and easement over, upon and across all of the leased premises to the extent necessary for Lessee to conduct its operations on the leased premises or lands spaced therewith, regardless if part of the leased premises revert or be released to Lessor.

If said Lessor owns a less interest in the above described land which is less than the entire and undivided fee simple estate therein, then the royalties herein provided, shall be paid to the Lessor only in the proportion which Lessors' interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced from said land for its operations thereon, except water from wells of Lessor.

When requested by Lessor, Lessee shall bury its pipelines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on the leased premises, without the written consent of the Lessor.

Lessee shall pay for all damages caused by its operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns. However, no change or division in ownership of the land or royalties shall enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land or royalties shall be binding on the Lessee until after the Lessee has been furnished with a written transfer or assignment or true copy thereof. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations to the assigned portion or portions arising subsequent to the date of assignment.

When operations or production are delayed or interrupted by lack of water, labor or material, or by fire, storm, flood, war, rebellion, insurrection, riot, strike, differences with workmen, or failure of carriers to transport or furnish facilities for transportation or lack of market in the field for the minerals produced, or as a result of any Federal or State law, or of some order, rule, regulation, requisition or necessity of any government or governmental authority, or any official acting thereunder, or as the result of any cause whatsoever beyond the control of Lessee, the time of such delay or interruption shall not be counted against Lessee and this lease shall remain in force during such delay or interruption and ninety (90) days thereafter, anything in this lease to the contrary notwithstanding.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules and Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith if compliance is prevented by, or such failure is the result of any such Law, Order, Rule or Regulation.

This lease shall be effective as to each lessor on execution hereof as to his or her interest and shall be binding on those signing, notwithstanding some of the Lessors above named may not join in the execution hereof. The word "Lessor" as used in this lease means the party or parties who execute this lease as Lessor, although not named above.

Lessee may at any time and from time to time surrender this lease as to any part or parts of the leased premises by delivering or mailing a release thereof to Lessor, or by placing a release of record in the proper County.

Lessor agrees that the Lessee shall have the right at any time to redeem for Lessor by payment, any mortgages, taxes or other liens on the above-described lands, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof.

See "Exhibit B" for special provisions incorporated as part of this lease.

IN TESTIMONY WHEREOF, I/we sign this the ____ day of _____, 2010.

City of McAlester by:

Kevin Priddle

Title: Mayor

(Seal)

Attest:

Cora Middleton

Title: City Clerk

State of Oklahoma }
 }ss.
County of Pittsburg }

The foregoing instrument was acknowledged before me this ____ day of _____, 2010 by City of McAlester, a Municipal Corporation of Oklahoma by Kevin Priddle, Mayor and Cora Middleton, City Clerk.

My commission expires: _____
Notary Number: _____

Notary Public

EXHIBIT "A"

A tract of land in the SW/4 of the SW/4 of Section 2, Township 5N, Range 14E, more particularly described as follows:

Beginning at the Southwest corner of Section 2, thence East along the Section line a distance of 1320 feet, thence North along the East line of the SW/4 SW/4, a distance of 940 feet to the South right-of-way line of the Chicago, Rock Island & Pacific Railway, thence Southwesterly along said right-of-way line a distance of 1352 feet, more or less, to the West line of said Section 2, thence South along the West Section line a distance of 690 feet, more or less to the point of beginning.

EXCEPT, a tract therein described as follows:

Beginning at the intersection of the East line of the SW/4 SW/4, with the Southerly Right-of-Way line of the C.R.I. & P. Railway Company, thence South along said East line of the SW/4 SW/4, a distance of 500 feet, thence West parallel with the South line, of said Section a distance of 400 feet, thence North, parallel with the West line of said Section, to the Southerly right-of-way line of the C.R.I. & P. Railway Company, thence East along the South right-of-way line to the point of beginning.

AND

The Southerly 350 feet of the Westerly 500 feet of the SE/4 SW/4.

AND

A tract, piece or parcel of land being in the Southeast Quarter (SE/4) of Section 2, T5N, R14E, Pittsburg County, State of Oklahoma. Starting from the Northeast Corner of the Southeast Quarter (SE/4) of Section 2, thence South 01 degrees 11' 40" East along the Easterly line of Section 2, a distance of 1202.34 feet to the point of beginning, thence South 88 degrees 43' 54" West a distance of 554.44 feet, thence North 01 degree 11' 40" West a distance of 340.9 feet to a point on the Southerly right-of-way line of Railroad, thence South 77 degrees 45' 41" West along the Southerly right-of-way line of Railroad 737.39 feet, thence South 01 degree 16' 26" East a distance of 460.13 feet, thence North 78 degrees 51' 09" East a distance of 1297.07 feet to a point on the Easterly line of Section 2, thence North 01 degree 11' 40" West along the Easterly line of Section 2 a distance of 36.84 feet to the point of beginning.

AND

Beginning at the Southeast corner of the North Half of the Southeast Quarter (N/2 SE/4), thence West 554.7 feet, thence North 340.9 feet to the South right-of-way line of the C.R.I. & P. Railroad, thence Northeasterly along said right-of-way line to the East line of said North Half of the Southeast Quarter (N/2 SE/4), thence South to the point of beginning, in Section Two (2), Township Five (5) North, Range Fourteen (14) East.

EXHIBIT B
SPECIAL PROVISIONS

Anything contained in the lease to the contrary notwithstanding, the following provisions shall supercede; to wit:

1. **Shut-in Clause:** Notwithstanding anything herein to the contrary, payment of shut-in royalty shall not extend this oil and gas lease beyond two (2) years after the expiration of the primary term.
2. **Gross Proceeds:** It is agreed between the Lessor and Lessee that, notwithstanding any language herein the contrary, all oil, gas or other proceeds accruing to the Lessor under this lease or by state law shall be without deduction, directly or indirectly, for the cost of producing gathering, storing, separating, treating, dehydrating, compressing, processing, transporting, and marketing the oil, gas and other products produced hereunder to transform the product into marketable form; however, a proportionate share of any such costs which result in enhancing the value of the marketable oil, gas or other products to receive a better price may be deducted from Lessor's share of production so long as they are based on Lessee's actual cost of such enhancements.
3. **Depth Clause:** When the primary term has expired, and any well drilling at such time on lands covered by this lease or lands unitized therewith has been completed, this lease shall terminate as to all depths below 100 feet below the base of the stratigraphic equivalent of the total depth completed for production of any well commenced on or before the expiration of the primary term or extension thereof, on the leased premises or on any land pooled therewith.
4. **No Warranty Clause:** This lease is given and granted without warranty, express or implied in law or in equity and without agreement to hold harmless the Lessee, its successors or assigns.
5. **No Drilling Clause:** Lessee shall be prohibited from drilling a well for oil or natural gas production within the City of McAlester pursuant to provision of Section 78.1 Article I, Chapter 78 of the City of McAlester Code of Ordinances.
6. **Pugh Clause:** That this lease shall expire two (2) years after the expiration of the primary term as to all lands not included within a producing unit, from any well drilled on the above-described lands or on lands spaced, unitized or pooled therewith, during the primary term. Provided; however, if the Lessee, its agents or any party acting in agreement therewith, is then engaged in drilling, reworking or any other operations which by the remaining provisions hereof would otherwise be sufficient to extend this lease beyond its primary term, then this provision shall not take effect and the lease shall not terminate as aforesaid until such operations are completed.

7. **Entire Interest Clause:** It is Lessor's intent to lease its entire interest by this lease. In the event it should be later determined that Lessor owned a greater interest than that determined at the time of leasing, Lessee shall be responsible to Lessor for payment of any additional royalties or bonus thereon determined to be owed in keeping with the sale of this lease and its provisions.

Exhibit B to Oil and Gas Lease dated ____ day of _____, 2010, from The City of McAlester, OK, Lessor: to Antero Resources Corporation, Lessee.

Signed For Identification:

Kevin Priddle
Mayor

CORRECTION OIL AND GAS LEASE (PAID-UP)

THIS AGREEMENT, made and entered into this 9th day of February, 2010 by and between City of McAlester, a Municipal Corporation of Oklahoma, 215 E. Choctaw, Suite 104, McAlester, OK 74501 hereinafter called Lessor (whether one or more) and Antero Resources Corporation, 1625 17th Street, Suite 300, Denver, CO 80202 hereinafter called Lessee.

WITNESSETH That the said Lessor, for and in consideration of One and More DOLLARS, cash in hand paid, the receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of Lessee to be paid, kept and performed, have granted, demised, leased and let and by these presents do grant, demise, lease and let exclusively unto the said Lessee, for the purpose of exploring by geophysical and other methods, mining and operating for oil (including but not limited to distillate and condensate), gas (including casing head gas, helium, coal bed methane gas, and all other constituents), and for laying pipelines, and building tanks, power stations, structures thereon, the right to use existing well bores, flow lines and other production related equipment, to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situated in the County of Pittsburg, State of Oklahoma, described as follows, to-wit:

See Exhibit A, attached hereto and made a part hereof, for complete legal description.

Section 31, Township 7 North, Range 16 East, and containing 1.52 acres, more or less.

The intent of this Correction Lease is to correct the Lease Recorded at Book 1768 Page 021. This lease is only correcting the Lessee's Name and Address.

It is the intent to lease all of Lessor's interest in Section 31, Township 7 North, Range 16 East, Pittsburg County, Oklahoma.

It is agreed that this lease shall remain in force for a term of Three (3) years from the date above (hereinafter referred to as "primary term") and as long thereafter as oil or gas, or either of them, is produced from said land, or lands spaced or unitized therewith or the leased premises are being developed.

In consideration of the premises the said Lessee covenants and agrees: to deliver to the credit of Lessor, in the pipeline to which it may connect its wells, the 1/5th part of all oil (including but not limited to condensate and distillate) produced and saved from the leased premises, less a proportionate deduction for any transportation fees or taxes charged to the Lessee; to pay Lessor for gas (including casing head gas and coal bed methane gas) of whatsoever nature or kind (with all of its constituents) produced and sold or used off the leased premises or used in the manufacture of products therefrom, 1/5th of the proceeds received for the gas sold, used off the premises, or in the manufacture of products therefrom less a proportionate part of any production, severance and other excise taxes and costs incurred by Lessee in transporting, processing, compressing or otherwise making merchantable Lessors share of gas, but in no event more than 1/5th of the actual amount received by the Lessee. Said payments to be made to Lessor at the address stated above. During any period (whether before or after the expiration of the primary or extended term hereof) when gas is not being so sold or used and the well or wells are shut in and there is no current production of gas or operations on said leased premises sufficient to keep this lease in force, Lessee shall pay or tender a royalty of One Dollar (\$1.00) per year per net acre retained hereunder such payment or tender to be made, on or before the anniversary date of this lease next ensuing after the expiration of ninety (90) days from the date such well is shut in and thereafter on the anniversary date of this lease during the period such well is shut in, to the royalty owners. When such payment or tender is made, it will be considered that gas is being produced within the meaning of the entire lease.

If, at the expiration of the primary term, Lessee is engaged in operations for the drilling, testing or reworking of any well on the lands covered by this lease or on lands spaced or unitized herewith, this lease nevertheless shall continue in force and effect so long as the operations for drilling, testing or reworking of any existing or succeeding well are being conducted with no cessation of more than ninety (90) consecutive days and, if such operations result in production, so long thereafter as oil, gas or other hydrocarbons are produced from the leased premises or from acreage spaced or unitized herewith. If, during any extension or continuation of the primary term of this lease, by production or otherwise, a change in spacing or in the well pattern, as prescribed by the Oklahoma Corporation Commission or other governmental authority would otherwise result in all or a portion of the land covered by this lease being no longer held by production or otherwise subject to the terms hereof, Lessee shall have the right to conduct the following continuous drilling operations and maintain this lease as to all lands covered hereby. For a period of ninety (90) days after such order or regulation changing the spacing or well pattern affecting all or a part of the land covered hereby becomes final, Lessee shall have the right to commence drilling operations on that part of the land covered hereby which would no longer be held by production or on other lands which are included in the area which would no longer be held by production, and if such operations result in production, as to such land, this lease shall be extended for so long thereafter as oil, gas, or other hydrocarbons is produced.

Lessee is hereby granted the right at any time and from time to time to unitize the leased premises or any portion or portions thereof, as to all strata or any stratum or strata, with any other lands as to all strata or any stratum or strata, for the production primarily of oil or primarily of gas with or without distillate. However, no unit for the production primarily of oil shall embrace more than 40 acres plus a tolerance of ten-percent thereof, or for the production primarily of gas with or without distillate more than 640 acres plus a tolerance of ten-percent thereof; provided that if any governmental authority shall prescribe a spacing pattern for the development of the field or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be used in such allocation of allowable. Lessee is also hereby granted the right, at any time, to amend, modify, alter or cancel said unitization agreement as may be necessary in Lessee's judgment to include or exclude different strata, royalty owners or lands or such other information as is deemed necessary by Lessee. Operations upon and production from the unit shall be treated as if such operations were upon or such production was from the leased premises whether or not the well or wells are located thereon. The entire acreage within a unit shall be treated for all purposes as if it were covered by and included in this lease except that the royalty on production from the unit shall be as below provided, and except that in calculating the amount of any shut in gas royalties, only the part of the acreage originally leased and then actually embraced by this lease shall be counted. With respect to production from the unit, Lessee shall pay Lessor, in lieu of other royalties thereon, only such proportion of the royalties stipulated herein as the amount of Lessors' acreage placed in the unit bears to the total acreage in the unit.

Lessee shall retain a continuing right-of-way and easement over, upon and across all of the leased premises to the extent necessary for Lessee to conduct its operations on the leased premises or lands spaced therewith, regardless if part of the leased premises revert or be released to Lessor.

If said Lessor owns a less interest in the above described land which is less than the entire and undivided fee simple estate therein, then the royalties herein provided, shall be paid to the Lessor only in the proportion which Lessors' interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced from said land for its operations thereon, except water from wells of Lessor.

When requested by Lessor, Lessee shall bury its pipelines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on the leased premises, without the written consent of the Lessor.

Lessee shall pay for all damages caused by its operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants herof shall extend to their heirs, executors, administrators, successors or assigns. However, no change or division in ownership of the land or royalties shall enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land or royalties shall be binding on the Lessee until after the Lessee has been furnished with a written transfer or assignment or true copy thereof. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations to the assigned portion or portions arising subsequent to the date of assignment.

When operations or production are delayed or interrupted by lack of water, labor or material, or by fire, storm, flood, war, rebellion, insurrection, riot, strike, differences with workmen, or failure of carriers to transport or furnish facilities for transportation or lack of market in the field for the minerals produced, or as a result of any Federal or State law, or of some order, rule, regulation, requisition or necessity of any government or governmental authority, or any official acting thereunder, or as the result of any cause whatsoever beyond the control of Lessee, the time of such delay or interruption shall not be counted against Lessee and this lease shall remain in force during such delay or interruption and ninety (90) days thereafter, anything in this lease to the contrary notwithstanding.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules and Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith if compliance is prevented by, or such failure is the result of any such Law, Order, Rule or Regulation.

This lease shall be effective as to each lessor on execution hereof as to his or her interest and shall be binding on those signing, notwithstanding some of the Lessors above named may not join in the execution hereof. The word "Lessor" as used in this lease means the party or parties who execute this lease as Lessor, although not named above.

Lessee may at any time and from time to time surrender this lease as to any part or parts of the leased premises by delivering or mailing a release thereof to Lessor, or by placing a release of record in the proper County.

Lessor agrees that the Lessee shall have the right at any time to redeem for Lessor by payment, any mortgages, taxes or other liens on the above-described lands, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof.

See "Exhibit B" for special provisions incorporated as part of this lease.

IN TESTIMONY WHEREOF, I/we sign this the ____ day of _____, 2010.

City of McAlester by:

Kevin Priddle

Title: Mayor

(Seal)

Attest:

Cora Middleton

Title: City Clerk

State of Oklahoma }
 }ss.
County of Pittsburg }

The foregoing instrument was acknowledged before me this ____ day of _____, 2010 by City of McAlester, a Municipal Corporation of Oklahoma by Kevin Priddle, Mayor and Cora Middleton, City Clerk.

My commission expires: _____
Notary Number: _____

Notary Public

EXHIBIT "A"

Tract No. 3:

A tract of land beginning at the Southwest corner of the SE/4 NE/4 NW/4; thence North a distance of 660 feet; thence East a distance of 660 feet; thence South a distance of 20 feet; thence West a distance of 640 feet; thence South a distance of 640 feet; thence West a distance of 20 feet to the point of beginning; AND beginning at the Northwest corner of Lot 2; thence East a distance of 2000 feet; thence South a distance of 20 feet; thence West a distance of 2000 feet; thence North a distance of 20 feet to the point of beginning; containing 1.52 acres, more or less.

All located in Section 31, Township 7 North, Range 16 East, Pittsburg County, Oklahoma.

EXHIBIT B
SPECIAL PROVISIONS

Anything contained in the lease to the contrary notwithstanding, the following provisions shall supercede; to wit:

1. **Shut-in Clause:** Notwithstanding anything herein to the contrary, payment of shut-in royalty shall not extend this oil and gas lease beyond two (2) years after the expiration of the primary term.
2. **Gross Proceeds:** It is agreed between the Lessor and Lessee that, notwithstanding any language herein the contrary, all oil, gas or other proceeds accruing to the Lessor under this lease or by state law shall be without deduction, directly or indirectly, for the cost of producing gathering, storing, separating, treating, dehydrating, compressing, processing, transporting, and marketing the oil, gas and other products produced hereunder to transform the product into marketable form; however, a proportionate share of any such costs which result in enhancing the value of the marketable oil, gas or other products to receive a better price may be deducted from Lessor's share of production so long as they are based on Lessee's actual cost of such enhancements.
3. **Depth Clause:** When the primary term has expired, and any well drilling at such time on lands covered by this lease or lands unitized therewith has been completed, this lease shall terminate as to all depths below 100 feet below the base of the stratigraphic equivalent of the total depth completed for production of any well commenced on or before the expiration of the primary term or extension thereof, on the leased premises or on any land pooled therewith.
4. **No Warranty Clause:** This lease is given and granted without warranty, express or implied in law or in equity and without agreement to hold harmless the Lessee, its successors or assigns.
5. **No Drilling Clause:** Lessee shall be prohibited from drilling a well for oil or natural gas production within the City of McAlester pursuant to provision of Section 78.1 Article I, Chapter 78 of the City of McAlester Code of Ordinances.
6. **Pugh Clause:** That this lease shall expire two (2) years after the expiration of the primary term as to all lands not included within a producing unit, from any well drilled on the above-described lands or on lands spaced, unitized or pooled therewith, during the primary term. Provided; however, if the Lessee, its agents or any party acting in agreement therewith, is then engaged in drilling, reworking or any other operations which by the remaining provisions hereof would otherwise be sufficient to extend this lease beyond its primary term, then this provision shall not take effect and the lease shall not terminate as aforesaid until such operations are completed.

7. **Entire Interest Clause:** It is Lessor's intent to lease its entire interest by this lease. In the event it should be later determined that Lessor owned a greater interest than that determined at the time of leasing, Lessee shall be responsible to Lessor for payment of any additional royalties or bonus thereon determined to be owed in keeping with the sale of this lease and its provisions.

Exhibit B to Oil and Gas Lease dated ____ day of _____, 2010, from The City of McAlester, OK, Lessor: to Antero Resources Corporation, Lessee.

Signed For Identification:

Kevin Priddle
Mayor



McAlester City Council

AGENDA REPORT

Meeting Date:	March 9, 2010	Item Number:	8
Department:	Finance		
Prepared By:	Gayla Duke	Account Code:	
Date Prepared:	March 2, 2010	Budgeted Amount:	
		Exhibits:	Two

Subject

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

Recommendation

Motion to approve the budget amendment ordinance.

Discussion

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

Exhibit A-1: **General Fund:** Transfer to CIP (Repayment) Fund for capital projects. Transfer funds for ambulance billing service. Reduce budgeted transfer to Emergency Fund.

Exhibit A-2: **MPWA Fund:** Transfer to General Fund for pass-through to Repayment (CIP) Fund.

Exhibit A-3: **Repayment Fund (CIP):** Capital projects, new fire station furnishings, fencing for garage building, Wichita water main replacement/repair, water tower renovation (Buffalo Tank), and Street Repair Machine.

Exhibit A-4: **Nutrition Fund:** Appropriate grant funding and transfer funds for new Van.

Approved By

	Initial	Date
Department Head	GDD	03/02/10
City Manager	PJS <i>PJS</i>	03/03/10

Memo

To: Mayor and Council
From: Gala Duke, CFO
Date: 03/04/2010
Re: Budget Amendments for 3-9-10 Council Meeting

In order to clarify any confusion regarding the two major capital outlay items included with this agenda, I would like to note the following:

We have included two items with these budget amendments, one for the **"Street Repair Machine"** and the other for the start on the **"Water Tower Renovation – Buffalo Tank"**.

Due to how we are recording amendments for these types of expenditures in order to apply towards the General Fund Liability owed to MPWA, etc., it may be confusing as to where the funds for the expenditures are coming.

Most of the funding arises from two sources. One is the fund balance that is already sitting in the Repayment (CIP) fund, and the other is from the budget reduction in our line item to transfer oil and gas royalties to the Emergency Fund and the recently received \$100K from the lease of oil and gas royalties auctioned. If you need any additional information or have questions, please feel free to contact me.

Best Regards,



ORDINANCE NO. __

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED and the EMERGENCY CLAUSE ruled on separately this 9th day of March, 2010.

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

By _____
Kevin E. Priddle, Mayor

ATTEST:

Cora Middleton, City Clerk

Approved as to form and legality this 9th day of March, 2010.

William J. Ervin, City Attorney

CITY OF MCALESTER
FY 09-10 Budget Amendments

BA#					Revenue	Expense
001	7/28/09	01	Gen. Fund	Various, court fees to CIP	4,500.00	4,500.00
004	8/11/09	01	Gen. Fund	Parks Donations	20,000.00	90,000.00
009	9/8/09	01	Gen. Fund	Elevator Contract	-	4,800.00
010	9/8/09	01	Gen. Fund	Fair Donations	5,000.00	5,000.00
015	9/22/09	01	Gen. Fund	Replace AC unit	-	36,851.00
016	10/13/09	01	Gen. Fund	Transfer funds for Fire Grant	-	-
020	10/13/09	01	Gen. Fund	Street repairs - "A" Street	28,000.00	28,000.00
021	10/13/09	01	Gen. Fund	Street repairs - "D" Street	13,500.00	13,500.00
025	11/10/09	01	Gen. Fund	Tfr to new fund - gifts/contributions	(20,000.00)	(127,957.00)
026	11/24/09	01	Gen. Fund	Tfr to Fund 32, Airport, from #30	21,826.00	55,283.00
034	12/21/09	01	Gen. Fund	Budget Reductions	-	(105,616.00)
035	12/21/09	01	Gen. Fund	Budget Reductions	-	(105,493.00)
036	12/21/09	01	Gen. Fund	Budget Reductions	-	(63,064.00)
037	12/21/09	01	Gen. Fund	Budget Reductions & Tfr Gifts/Con	(150.00)	(67,952.00)
042	1/12/10	01	Gen. Fund	Water Treatment Plant Improve.	640,892.00	540,892.00
045	1/26/10	01	Gen. Fund	Corr. Tfr. To Nutrition & firefighter	-	(20,038.00)
051	2/9/10	01	Gen. Fund	Carolyn Heard Settlement	70,000.00	70,000.00
052	3/9/10	01	Gen. Fund	Move funds to Repayment Fund	52,032.00	52,032.00
					835,600.00	410,738.00
008	9/8/09	02	MPWA	Moving Expense	-	3,000.00
019	10/13/09	02	MPWA	Emergency street repairs - gen	-	41,500.00
029	12/21/09	02	MPWA	Civil Em Mgmt & Tfr to G & C	4,828.50	5,426.50
038	12/21/09	02	MPWA	Budget Reductions	-	(69,790.00)
039	12/21/09	02	MPWA	Budget Reductions	-	(81,881.00)
041	1/12/10	02	MPWA	Water Treatment Plant Improve.	-	541,792.00
044	1/12/10	02	MPWA	Water Treatment Plant Improve.	431,908.00	431,908.00
053	3/9/10	02	MPWA	Damages appropriation & Tfr/GF	-	94,532.00
					436,736.50	966,487.50
011	9/8/09	03	Airport Authority	Fuel Tanks	-	10,000.00
028	11/24/09	03	Airport Authority	Fuel Lines	-	4,000.00
					-	14,000.00
040	12/21/09	08	Nutrition	Budget Reductions	(24,788.00)	(24,788.00)
055	3/9/10	08	Nutrition	Transfer funds for grant match	-	-
					(24,788.00)	(24,788.00)
049	2/9/10	13	Juvenile Fund	Skate Park Expansion	-	50,000.00
014	9/22/09	14	Police Grants	Grant split with county	40,595.00	40,595.00
005	8/11/09	16	State Forfeiture	Appropriate supplies from forfeit.	-	50,000.00
002	7/28/09	19	Fire Imp. Grant	Truck from grant	22,000.00	22,000.00
017	10/13/09	19	Fire Imp. Grant	Add'l needed for truck	172.00	172.00
					22,172.00	22,172.00
012	9/8/09	28	Expo	Elevator Contract	-	2,400.00
013	9/22/09	28	Expo	Insurance	-	6,470.00
032	12/21/09	28	Expo	Budget Reductions	-	(34,937.00)
					-	(26,067.00)

CITY OF MCALESTER
FY 09-10 Budget Amendments

BA#					<u>Revenue</u>	<u>Expense</u>
003	7/28/09	30	Econ Dev.	Sewer project & Econ Dev.	230,747.00	280,096.00
007	8/11/09	30	Econ Dev.	Sewer Change Order	20,630.00	20,630.00
018	10/13/09	30	Econ Dev.	Reimbursement Revenue rec'd	9,630.00	9,630.00
027	11/24/09	30	Econ Dev.	Transfer funds to General Fund	-	21,826.00
033	12/21/09	30	Econ Dev.	Budget Reductions	-	(42,391.00)
					261,007.00	289,791.00
024	11/10/09	32	Gifts & Contributions	New Fund	127,957.00	127,957.00
030	12/21/09	32	Gifts & Contributions	Transfer from Gen Fund & MPWA	(2,440.85)	(2,440.85)
050	2/9/10	32	Gifts & Contributions	Skate Park Expansion	10,000.00	10,000.00
					135,516.15	135,516.15
023	11/10/09	33	CDBG Grant	Appropriate grant & match	181,260.00	181,260.00
031	12/21/09	38	Dedicated Sales Tax	Correct Budget - not appr by vote	-	(2,208,000.00)
047	2/9/10	38	Dedicated Sales Tax	Bond Payments	-	85,440.00
					-	(2,122,560.00)
022	11/10/09	41	CIP Fund	Tfr grant match	-	90,630.00
043	1/12/10	41	CIP Fund	Water Treatment Plant Improve.	640,892.00	640,892.00
046	1/26/10	41	CIP Fund	Filters for water treatment	-	24,879.00
048	2/9/10	41	Repayment (CIP)	Hwy 69 Utility Relocate	41,578.00	50,000.00
054	3/9/10	41	Repayment (CIP)	Capital Outlay Projects	501,226.00	501,226.00
					1,183,696.00	1,307,627.00
006	8/11/09	42	Federal Forfeiture	Appropriate supplies from forfeit.	-	8,000.00

* = Wash, in-fund transfer

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
41	3001		Fund Balance		274,274.00	
41	4-0-601		Transfer from General Fund		226,952.00	226,952.00
			Total		501,226.00	

[illegible]

*** Does not include a beginning budgetary fund balance.

Appropriate funds & Transfers for capital expenditures.

A0910-054



McAlester City Council

AGENDA REPORT

Meeting Date:	March 9, 2010	Item Number:	9
Department:	Planning & Community Development		
Prepared By:	Peter Stasiak	Account Code:	N/A
Date Prepared:	February 26, 2010	Budgeted Amount:	N/A
		Exhibits:	(2) Ordinance, P&Z Mtg. Minutes

Subject

Consider, and act, upon Expanding the Wade Watts Avenue Corridor Development.

Recommendation

Motion to approve and act upon expanding the Wade Watts Corridor Development to include all of blocks 412, 413, 414, 415, 416, 417, 418, 419, 454, 455, 456, 457, 458, 459, 460, and 461 of the City of McAlester and authorizing the Mayor to sign the attached Ordinance.

Discussion

The City of McAlester Planning and Zoning Commission met in regular session on February 16, 2010 to discuss the expansion of the Wade Watts Avenue Corridor. The corridor would be expanded to include the entire blocks south of Wade Watts Avenue and north of Delaware Avenue between Strong Boulevard and Highway 69 Bypass, (Blocks 454, 455, 456, 457, 458, 459, 460, and 461). The Planning Commission voted in favor of expanding the corridor and sending the recommendation on to the City Council for their consideration.

Approved By

		Initial	Date
Department Head	P. Stasiak		February 26, 2010
Acting City Manager	P. Stasiak	<i>PJS</i>	February 26, 2010

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE 2218, SECTION 62-213 (C), WADE WATTS AVENUE CORRIDOR DEVELOPMENT CHANGING BLOCKS 454, 455, 456, 457, 458, 459, 460 AND 461 TO READ "ALL" OF THE McALESTER CODE OF ORDINANCE, CITY OF McALESTER, OKLAHOMA AND DECLARING AN EMERGENCY.

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

SECTION 1: The Code of Ordinance of the City of McAlester is hereby amending Ordinance 2218, by changing description of some areas in Section 62-213 (c) said Section to read as follows:

Section 62-213: Wade Watts Avenue Corridor Development.

- (a) Creation. There is hereby created the Wade Watts Avenue Corridor Development District ("WW District").
- (b) Purpose. The Planning Commission and City Council find conditions and purposes within the Wade Watts Avenue Corridor that merit special consideration in order to protect the health, safety, and general welfare of the city. It shall be the purpose of these regulations to provide guidelines for the application of a special regulation created to assure conformity with objectives of good planning and zoning practices.

Further, by adoption of these regulations the City Council makes specific findings that special regulations are necessary to secure safety from fire, panic, traffic and other dangers and for the protection of the public from overcrowding of land, to avoid undue concentration of population, to promote a more homogeneous relationship and transition between land uses, to protect property values and to regulate the use of land in accordance with the comprehensive plan.

The provisions of the Wade Watts Avenue Corridor Development District are further intended to protect and stabilize adjacent areas, provide safe and efficient traffic flows, and promote the efficient use of urban land and previous public investments.

- (c) General Provisions and Descriptions. The WW District and its regulations may be applied to property located within one block north of Wade Watts Avenue and one block south of Wade Watts Avenue between Strong Blvd and George Nigh Expressway (Highway 69). More particularly, this area as described in the following platted blocks of the original plat of the city:

- All of Blocks 412, 413, 414, 415, 416, 417, 418, 419, 454, 455, 456, 457, 458, 459, 460 and 461.

The WW District and its regulations may be applied to the described properties even though, and at the same time, the property is under the regulations of the R-1B (Single-Family Residential) District, and C-2 (Neighborhood Convenience Commercial) District.

- (d) Uses Permitted:
 - 1. R-1B Single-Family Residential
 - 2. C-2 Neighborhood Convenience Commercial

(e) Uses Permitted After Review:

- (1)
 - a. Barber and/or Beauty shop
 - b. Medical and/or Dental clinics
 - c. Pharmacy
 - d. Professional Offices
 - e. Public Uses
 - f. Financial Institute
 - g. Florist/Gift shops
 - h. Grocery Store
 - i. Motor fuel sales only (no service station)
 - j. Variety Store
 - k. Pet Shop (not including veterinarian clinics)
 - l. Restaurant
 - m. Self-service and/or Full-service Laundry
 - n. Car Wash
 - o. Funeral Facilities
- (2) Accessory buildings or uses customarily incidental to the allowed uses.
- (3) Any public building or use.
- (4) Churches, provided they have major street frontage as shown on the major street plan and meets requirement for off-street parking.

(f) Area Regulations. The following requirements shall apply to all uses permitted. All lots shall comply with specific lot definition and definition found in Section 62-107.

- (1) Minimum lot area and use intensity
 - a. The minimum lot area for this district shall not be less than 12,000 sq. ft.
(The 50,000 sq. ft. requirement does not apply to this WW District)
- (2) Minimum lot frontage: Not less than 75 feet.
- (3) Maximum percentage coverage: Main and accessory building shall not cover more than 75 percent of lot.
- (4) Maximum height: 2 ½ stories
- (5) Front yard setback:
 - a. All buildings shall set back from the street right-of-way lines not less than 25 feet.
 - b. When motor fuel is sold in this district, fuel pumps shall be no closer than 11 feet to any property line, nor closer than 15 feet to any building.
- (6) Side yard:
 - a. On any side, the lot adjoining a residential district, the side yard shall be a minimum of 10 feet.
 - b. On any side that is adjoining this district or another commercial district there shall be no side yard set back required.
- (7) Rear yard:
 - a. When building will be serviced from the rear, a minimum of 20' setback shall be provided. Where no rear service, there will be no rear setback required.

(g) Exterior standards/visual appeal. This development area has as its goal to permute a visual appealing environment. To accomplish this goal the following objectives are established and shall apply to all structures:

- (1) To implement quality building design and construction throughout this district. Various exterior wall finishes will be considered by the Planning Commission and City Council. Brick, vinyl, stucco, stone, wood and cosmetically equivalent exterior siding, etc., except no metal exterior walls may be visible from any street.
- (2) To correct deteriorating areas and structures through their revitalization, redevelopment and/or screening.
- (3) To develop signage that compliments to visual appeal of this district.

(h) Access allowance.

- (1) Land not having frontage on Wade Watts Avenue. The residentially zoned lots and land not having frontage on Wade Watts Avenue shall have individual access to the public streets and alleys upon which they border as elsewhere provided in the zoning ordinance and any other applicable regulations of the City.
- (2) Land having frontage on Wade Watts Avenue. In accordance with the purpose of the Wade Watts Avenue district, provisions are made for access to lots and land having frontage onto Wade Watts Avenue, as follows:

The entrance and exit shall be so designed to discourage cross traffic on Wade Watts Avenue.

(i) Landscaping and Screening:

- (1) Purpose. To provide a visually appealing and ecologically sound district and assure the purpose of the "WW" Corridor is accomplished.
- (2) A landscape plan shall accompany any application within this district. The plan shall show the location, size, spacing and quality of all existing and proposed materials.
- (3) A landscape buffer will be provided between Wade Watts Avenue and all parking. The buffer shall be a minimum of 4 feet wide with grass and/or shrubs. All corner lots will maintain a 30 foot site triangle with no plant over 2 feet in height.
- (4) Screening shall be required between any development that abuts any existing residential structure. The screen shall be constructed in such a way to be compatible with the proposed development and the abutting residential. Screening shall also be required to screen dumpsters and other trash receptacles from public streets and adjoining residential properties.

SECTION 2: Emergency Clause

That an emergency is hereby declared to exist, and for the preservation 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 _____ day of _____ 2010.

CITY OF McALESTER
A Municipal Corporation

By _____
Kevin E. Priddle, Mayor

(SEAL)

ATTEST:

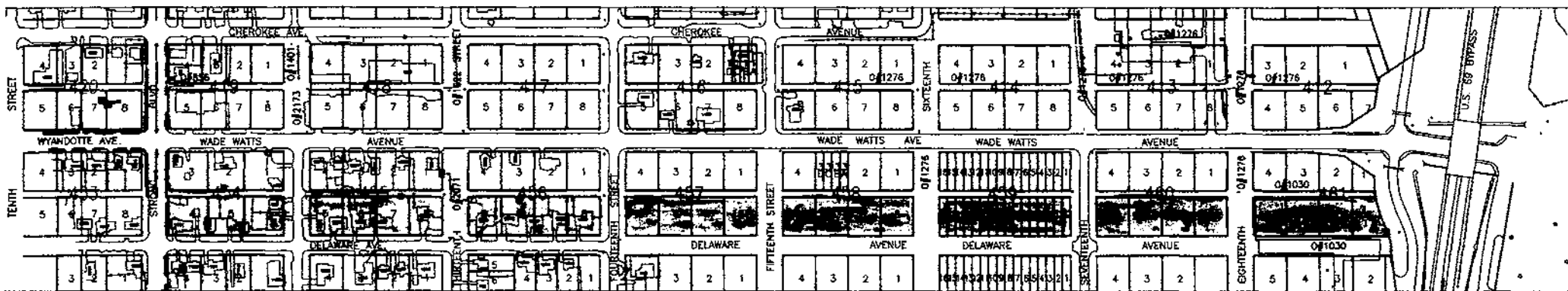
Cora Middleton, City Clerk

Approved as to form and legality this _____ day of _____ 2010.

By _____
William J. Ervin, City Attorney

Current Wade Watts Corridor

Area of Wade Watts where change is requested.



McAlester Planning Commission Minutes

February 16, 2010
City Council Chambers
7:30 p.m.

Item 1 Call to Order and Roll Call

Chairman Emmons call the meeting to order at 7:30 p.m. Roll call was taken and a quorum was represented.

Commissioners Present: 9

Denise Lewis	Mark Emmons	Susan Kanard
John McNally	Harvey Bolinger	Karen Stobaugh
Robert Way	Karl Scifres	J. Michael Matkin

Commissioners Absent: 2

Steve Otis Primus Moore

Staff Present: 3

Peter J. Stasiak, Acting City Manager/Community and Planning Director; Jamie Benson, Administrative Assistant for Planning & Community Development.

Item 2 Approval of Minutes for August 18, 2009

A motion was made by Commissioner Lewis, seconded by Commissioner Kanard to approve the minutes of November 17, 2009 as written.

The vote was 9-0 as follows:

AYE: Lewis, Emmons, Scifres, Kanard, McNally, Matkin, Bolinger, Stobaugh & Way.

NAY: None

Motion carried.

GENERAL BUSINESS:

Chairman Emmons rearranged the order in which the items were to be heard at the meeting.

Item 3 Consider and act upon the expansion of Wade Watts Corridor to include all of Block 457, 458, 459, 460 & 461.

Publication was published in McAlester News Capital on January 29, 2010.

Acting City Manager, Peter J. Stasiak gave the Staff report and stated that the applicant would be The City of McAlester on this case. He also stated that the lots adjacent to Wade Watts are not very deep.

Staff Recommendation:

The expansion of Wade Watts Corridor to include Block 457 lots 5 thru 8, Block 458 lots 5 thru 8 , Block 459 lots 17 thru 32, Block 460 lots 5 thru 8 and Block 461 lots 5 thru 8.

Commissioner Bolinger made a motion to amend the original motion to also include Block 454 lots 4,5 & 6, Block 455 lots 5,6,7, & 8, and Block 456 lots 5,6,7 & 8 seconded by Commissioner McNally.

The vote was 5-4 as follows:

AYE: Kanard, McNally, Bolinger, Stobaugh, Way.

NAY: Lewis, Emmons, Scifres, Matkin.

Commissioner McNally made a motion to approve the original motion to expand Wade Watts Corridor to include all of Block 457 lots 5 thru 8, Block 458 lots 5 thru 8, Block 459 lots 17 thru 32, Block 460 lots 5 thru 8 and Block 461 lots 5 thru 8, was seconded by Commissioner Bolinger.

The vote was 9-0 as follows:

AYE: Kanard, McNally, Bolinger, Stobaugh, Way, Lewis, Emmons, Scifres, Matkin.

NAY: 0

Motion carried.

Item 4 V.E. #135 Request Close – The alley in Block 457 of the City of McAlester, Pittsburg County, State of Oklahoma.

All proper notifications were sent - No Objections.

Acting City Manager/Planning and Community Director, Peter J. Stasiak stated that Applicant, Mr. Carl Voss is requesting the closure of an alleyway, twenty (20) feet wide and (400) foot long. He also stated that the alleyway is located in an undeveloped portion of the City between lots 1,2,3 and 4 and lots 5,6,7 and 8 in Block 457.

Staff Recommendation:

The Planning Department recommends the closure of the alleyway between Wade Watts Avenue and Delaware Avenue.

A motion was made by Commissioner Scifres to approve the alley closing, seconded by Commissioner Way.

The vote was 8-1 as follows:

AYE: Lewis, Kanard, McNally, Scifres, Bolinger, Matkin, Way and Emmons

NAY: Stobaugh

Motion carried.

Item 5 V.E. #134 Request Close – Part of “D” Street Right of way in Township Addition #1, formerly South McAlester, Pittsburg County, State of Oklahoma.

All proper notifications were sent - No Objections.

Acting City Manager/Planning and Community Director, Peter J. Stasiak stated that the street right of way is a thirty (30) foot portion of a one hundred sixty (160) foot Right of Way which is adjacent to property owned by Dessert Ridge. This property was platted by the Railroad and currently has a thirty foot street constructed upon it. Ryan Hackett was present to represent the property owners and stated that they were constructing 28 more affordable housing units to the West of the current units.

Staff Recommendation:

The Planning Department recommends the approval to close the thirty (30) foot section of right of way on "D" Street.

A motion was made by Commissioner McNally to approve the alley closing, seconded by Commissioner Bolinger.

The vote was 9-0 as follows:

AYE: Lewis, Kanard, Stobaugh, McNally, Scifres, Bolinger, Matkin, Way and Emmons

NAY: 0

Motion carried.

Item 5 New Business

No new business.

Item 6 Staff Report

Acting City Manager/Planning and Community Director, Peter J. Stasiak stated that back in 2008, forty (40) million dollars worth of construction and in 2009 there was just under twenty (20) million. In January of this year (2010) there has been just over six (6) million dollars worth of construction. He stated that seven (7) new home permits were issued last month.

Item 7 Commission Report

No report.

Item 8 Adjournment

There being no further business, Chairman Emmons adjourned the meeting at 8:46 p.m.



McAlester City Council

AGENDA REPORT

Meeting Date:	March 9, 2009	Item Number:	10
Department:	Planning & Community Development		
Prepared By:	Peter Stasiak	Account Code:	N/A
Date Prepared:	March 2, 2010	Budgeted Amount:	N/A
		Exhibits:	(2) City Map, Ordinance

Subject

Consider, and act upon, closing a portion of the Right of Way on "D" Street. This portion of "D" Street is thirty (30) feet of a One Hundred Sixty (160) foot Right of Way.

Recommendation

Motion to approve and act upon the closing a thirty (30) foot wide section of "D" Street and authorizing the Mayor to sign the attached Ordinance.

Discussion

The applicant is requesting the closure of a (30) thirty foot wide section of "D" Street to accommodate the second phase of the Desert Ridge housing. The property was platted by the Railroad and currently has a thirty (30) foot roadway constructed upon it. The current Right of Way is One Hundred Sixty (160) feet wide. A normal platted Right of Way for the City of McAlester is One Hundred (100) feet wide.

Approved By

		Initial	Date
Department Head	P. Stasiak		March 2, 2010
Acting City Manager	P. Stasiak	<i>PJS</i>	March 2, 2010

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA TO ANNUL, VACATE, AND CLOSE ALL THAT PART OF "D" STREET LOCATED WITHIN LOTS 181 AND 182, IN TOWNSITE ADDITION #1, IN THE CITY OF MCALESTER, PITTSBURG COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 182; THENCE EAST ALONG SOUTH LINE OF SAID LOT 182 A DISTANCE OF 30 FEET; THENCE NORTH AND PARALLEL TO THE WEST LINE OF SAID LOTS 182 AND 181 A DISTANCE OF 311.8 FEET; THENCE WEST IN A STRAIGHT LINE A DISTANCE OF 30 FEET TO A POINT ON THE WEST LOT LINE OF SAID LOT 181; THENCE SOUTH ALONG THE WEST LINE OF SAID LOTS 181 AND 182 A DISTANCE OF 311.8 FEET TO THE POINT OF BEGINNING. GRANTING OWNERSHIP TO SAID PROPERTY TO THE ABUTTING PROPERTY OWNERS.

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

SECTION 1. It shall be and is hereby declared necessary and expedient to close the following public ways or easements more particularly described as:

ALL THAT PART OF "D" STREET LOCATED WITHIN LOTS 181 AND 182, IN TOWNSITE ADDITION #1, IN THE CITY OF MCALESTER, PITTSBURG COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 182; THENCE EAST ALONG SOUTH LINE OF SAID LOT 182 A DISTANCE OF 30 FEET; THENCE NORTH AND PARALLEL TO THE WEST LINE OF SAID LOTS 182 AND 181 A DISTANCE OF 311.8 FEET; THENCE WEST IN A STRAIGHT LINE A DISTANCE OF 30 FEET TO A POINT ON THE WEST LOT LINE OF SAID LOT 181; THENCE SOUTH ALONG THE WEST LINE OF SAID LOTS 181 AND 182 A DISTANCE OF 311.8 FEET TO THE POINT OF BEGINNING.

Provided such closing shall not affect the rights of the City or any public service corporation or transmission company regarding existing utility easements or facilities of service, if any, located therein, nor any private ways existing by operation of the law. The public ways or easements so closed shall be subject to the right of the municipality to reopen unless such right shall be foreclosed as provided by law.

SECTION 2. PUBLICATION AND EFFECTIVE DATE

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

APPROVED this _____ day of _____, 2010.

CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

By _____
Kevin E. Priddle, Mayor

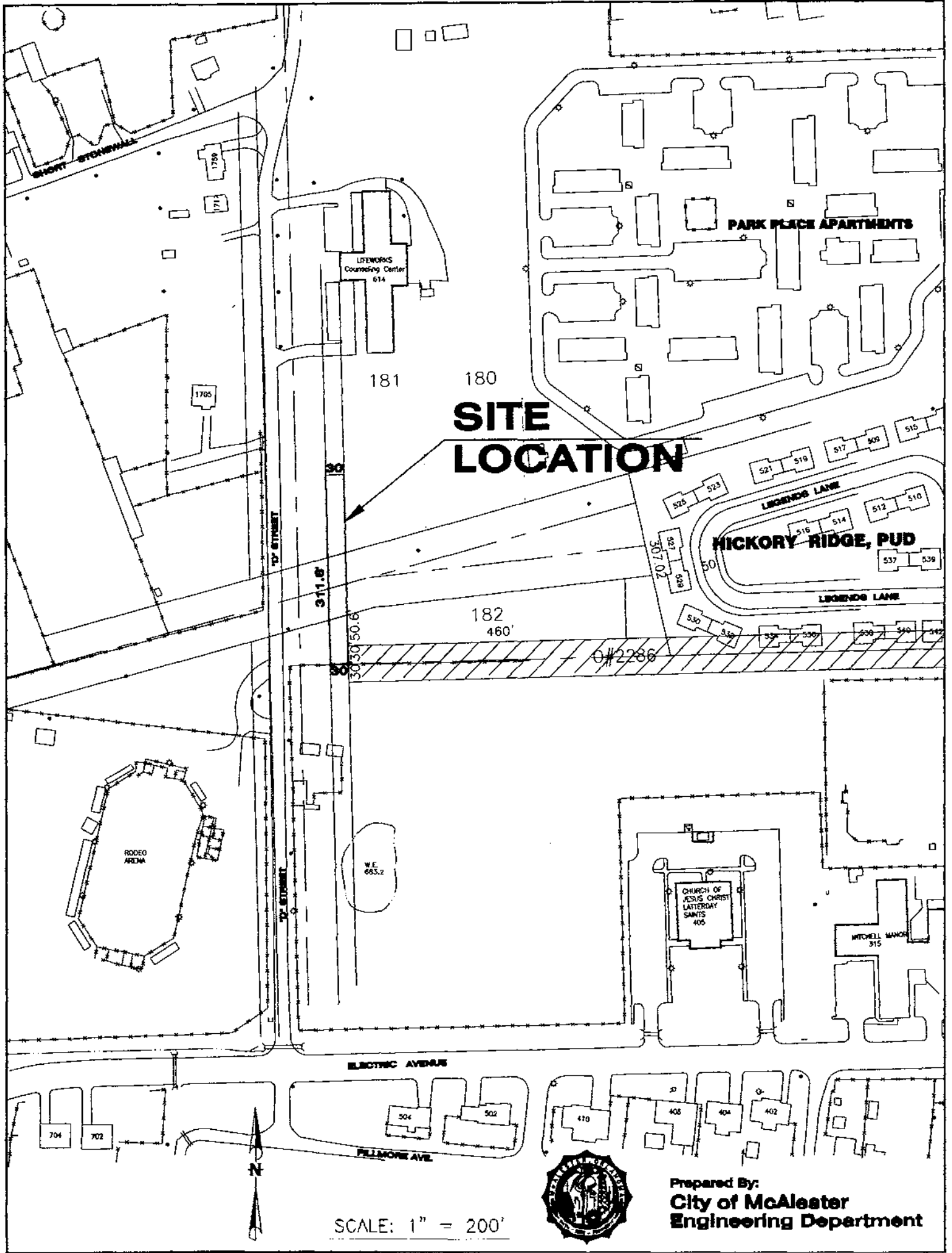
(SEAL)

ATTEST:

Cora Middleton, City Clerk

Approved as to form and legality this _____ day of _____, 2010.

By _____
William J. Ervin, Jr.
City Attorney



**SITE
LOCATION**

PARK PLACE APARTMENTS

HICKORY RIDGE, PUD

RODEO
ARENA

LIFEWORX
Counseling Center
614

CHURCH OF
JESUS CHRIST
LATTERDAY
SAINTS
405

MITCHELL MANOR
315

ELECTRIC AVENUE

FILLMORE AVE.

SCALE: 1" = 200'



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



McAlester City Council

AGENDA REPORT

Meeting Date:	March 9, 2009	Item Number:	11
Department:	Planning & Community Development		
Prepared By:	Peter Stasiak	Account Code:	N/A
Date Prepared:	March 2, 2010	Budgeted Amount:	N/A
		Exhibits:	(2) City Map of Block 457, Ordinance

Subject

Consider, and act upon, the closing of an alleyway between Fourteenth Street and Fifteenth Street in Block 457 of the City of McAlester.

Recommendation

Motion to approve and act upon the closing of an alleyway between Fourteenth Street and Fifteenth Street in Block 457 of the City of McAlester and authorizing the Mayor to sign the attached Ordinance.

Discussion

The City of McAlester Planning and Zoning Commission met in regular session on February 16, 2010 to discuss the closure of the alley. The alleyway encompasses Block 457 with Wade Watts Avenue to the north, Delaware Avenue to the south, Fourteenth Street to the west and Fifteenth Street to the east. The City of McAlester Planning and Zoning Commission voted 8-1 in favor of the closure with recommendation to the City Council.

Approved By

	Initial	Date
Department Head	P. Stasiak	March 2, 2010
Acting City Manager	P. Stasiak <i>PJS</i>	March 2, 2010

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA TO ANNUL, VACATE, AND CLOSE THE PLATTED ALLEY IN BLOCK 457, FORMERLY SOUTH MCALESTER, CITY OF MCALESTER PITTSBURG COUNTY, STATE OF OKLAHOMA. GRANTING OWNERSHIP TO SAID PROPERTY TO THE ABUTTING PROPERTY OWNERS.

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

SECTION 1. It shall be and is hereby declared necessary and expedient to close the following public ways or easements more particularly described as:

ALLEY IN BLOCK 457, FORMERLY SOUTH MCALESTER, CITY OF MCALESTER PITTSBURG COUNTY, STATE OF OKLAHOMA.

Provided such closing shall not affect the rights of the City or any public service corporation or transmission company regarding existing utility easements or facilities of service, if any, located therein, nor any private ways existing by operation of the law. The public ways or easements so closed shall be subject to the right of the municipality to reopen unless such right shall be foreclosed as provided by law.

SECTION 2. PUBLICATION AND EFFECTIVE DATE

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

APPROVED this _____ day of _____, 2010.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By _____
Kevin E. Priddle, Mayor

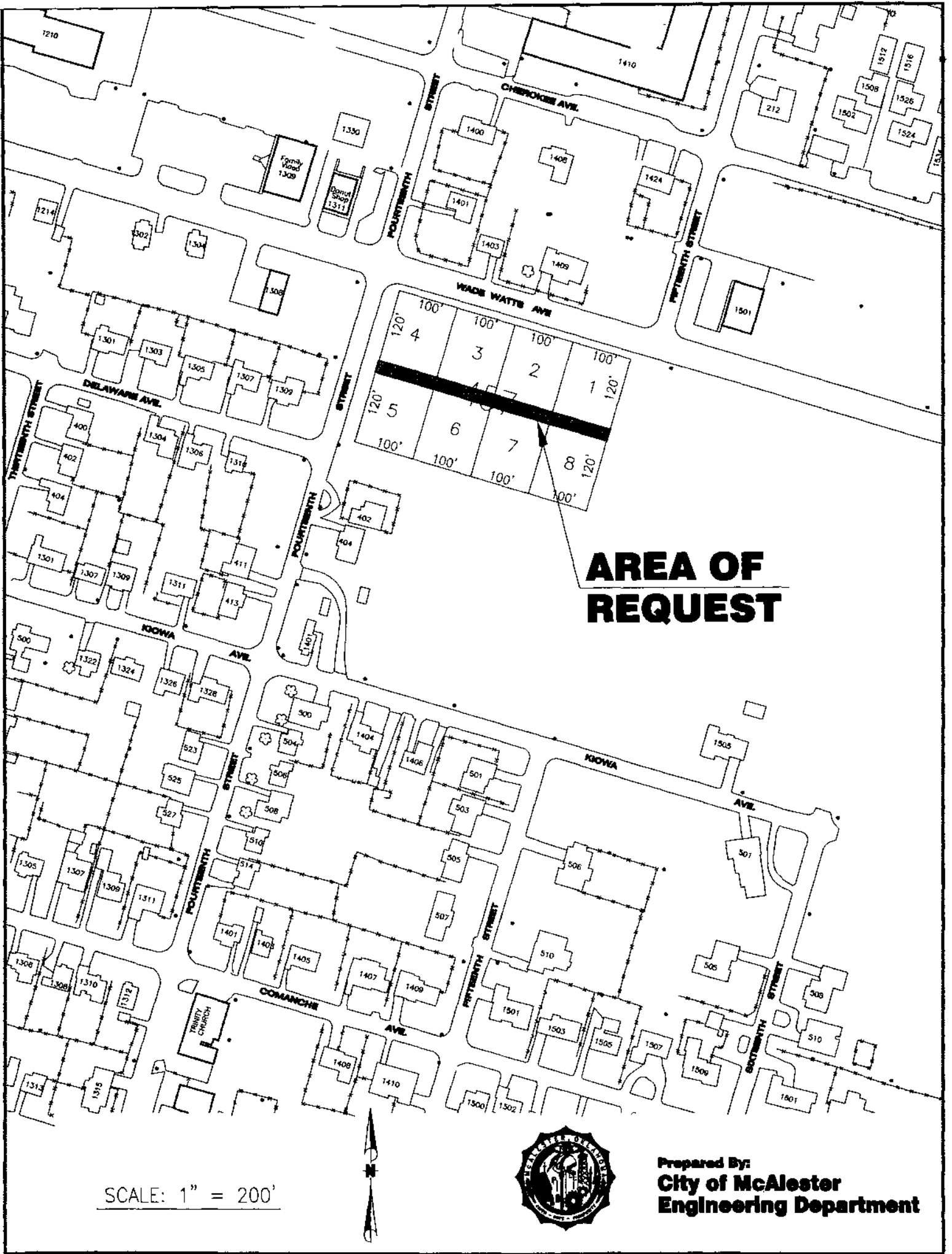
(SEAL)

ATTEST:

Cora Middleton, City Clerk

Approved as to form and legality this _____ day of _____, 2010.

By _____
William J. Ervin, Jr.
City Attorney



**AREA OF
REQUEST**

SCALE: 1" = 200'



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



McAlester City Council

AGENDA REPORT

Meeting Date: March 9, 2010
Department: Acting City Manager
Prepared By: Peter Stasiak
Date Prepared: February 26, 2010

Item Number: 12
Account Code: _____
Budgeted Amount: _____
Exhibits: (1) Division Order

Subject

Consider, and act upon, signing a Division Order from Newfield Exploration Mid-Continent Inc. for the production of a oil well with royalty interest.

Recommendation

Motion to approve a Division Order from Newfield Exploration Mid-Continent Inc. and authorizing the Mayor to sign the document.

Discussion

Newfield Exploration Mid-Continent Inc. has completed the construction of the Stipe 1H-9 production oil well. The well is located in Section 9, Township 5N, Range 14E, Pittsburg County, Oklahoma. The City of McAlester has a .08631563 interest in the production well for royalties. Mr. Bill Ervin has verified and confirmed the calculations for the royalty interest in the above named production oil well.

Approved By

Department Head
Acting City Manager

P. Stasiak

Initial

PJS

Date

February 26, 2010

DIVISION ORDER

To: NEWFIELD EXPLORATION MID-CONTINENT INC.
One Williams Center, Suite 1900,
Tulsa, OK 74172

February 11, 2010

Property Number: 500222306
 Property Name: **STIPE 1H-9**
 Operator: NEWFIELD EXPLORATION MID-CONTINENT INC
 County and State: PITTSBURG CO., OK
 Property Description: SECTION 9, TOWNSHIP 5N, RANGE 14E

Effective: First Sales

Production: X Oil X Gas Other

<u>OWNER NO.</u>	<u>OWNER NAME & ADDRESS</u>	<u>INTEREST</u>	<u>INT TYPE</u>
81386	CITY OF MCALESTER A MUNICIPAL CORPORATION OF OKLAHOMA PO BOX 578 MCALESTER ,OK 74502	.08631563	RI

The undersigned certifies the ownership of their decimal interest in production or proceeds as described above payable by Newfield Exploration Mid-Continent Inc..

Newfield Exploration Mid-Continent Inc. shall be notified, in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

Newfield Exploration Mid-Continent Inc. is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned. The undersigned agrees to indemnify and reimburse Newfield any amount attributable to an interest to which the undersigned is not entitled.

Newfield Exploration Mid-Continent Inc., may accrue proceeds until the total amount equals \$100.00 or pay annually, whichever occurs first, or as required by applicable state statute. In accordance to state statute you may make a written request for payments in excess of \$25.00 to be made monthly.

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil or gas.

In addition to the terms and conditions of this Division Order, the undersigned and Newfield Exploration Mid-Continent Inc., may have certain statutory rights under the laws of the state in which the property is located.

Owner(s) Signature(s):

Owner(s) Tax ID #(s): 73-6005314
 Owner Daytime Phone #: _____
 Owner Fax #: _____
 Owner Email: _____

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number.
Failure to comply will result in a 28% tax withholding and will not be refundable by Newfield Exploration Mid-Continent Inc.

**SIGN AND RETURN
THIS COPY.**

CITY OF MCALESTER

NADOA Model Form Division Order (Adopted 9/95)
DIVISION ORDER

To: NEWFIELD EXPLORATION MID-CONTINENT INC.
One Williams Center, Suite 1900,
Tulsa, OK 74172

February 11, 2010

Property Number: 500222306
Property Name: **STIPE 1H-9**
Operator: NEWFIELD EXPLORATION MID-CONTINENT INC
County and State: PITTSBURG CO., OK
Property Description: SECTION 9, TOWNSHIP 5N, RANGE 14E

Effective: First Sales

Production: X Oil X Gas Other

<u>OWNER NO.</u>	<u>OWNER NAME & ADDRESS</u>	<u>INTEREST</u>	<u>INT TYPE</u>
81386	CITY OF MCALESTER A MUNICIPAL CORPORATION OF OKLAHOMA PO BOX 578 MCALESTER ,OK 74502	.08631563	RI

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Newfield Exploration Mid-Continent Inc. is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned. The undersigned agrees to indemnify and reimburse Newfield any amount attributable to an interest to which the undersigned is not entitled.

Newfield Exploration Mid-Continent Inc., may accrue proceeds until the total amount equals \$100.00 or pay annually, whichever occurs first, or as required by applicable state statute. In accordance to state statute you may make a written request for payments in excess of \$25.00 to be made monthly.

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil or gas.

In addition to the terms and conditions of this Division Order, the undersigned and Newfield Exploration Mid-Continent Inc., may have certain statutory rights under the laws of the state in which the property is located.

Owner(s) Signature(s):

Owner(s) Tax ID #(s):

Owner Daytime Phone #:

Owner Fax #:

Owner Email:

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number.

Failure to comply will result in a 28% tax withholding and will not be refundable by Newfield Exploration Mid-Continent Inc.

**RETAIN THIS COPY
FOR YOUR RECORDS**

CITY OF MCALESTER



McAlester City Council

AGENDA REPORT

Meeting Date:	March 9, 2010	Item Number:	13
Department:	City Clerk		
Prepared By:	Cora Middleton, City Clerk	Account Code:	
Date Prepared:	March 2, 2010	Budgeted Amount:	
		Exhibits:	4

Subject

Consider, and act upon, Rescinding Resolution No. 10-04, and canceling the request for May 11, 2010 Special Election to authorize financing for the acquisition of a medical/physician office building.

Recommendation

Motion to rescind Resolution No. 10-04 and cancel the request for May 11, 2010 Special Election to authorize financing for the acquisition of a medical/physician office building.

Discussion

City Clerk was contacted by phone on Monday, March 1, 2010, to cancel the request from the McAlester Regional Health Center for a Special Election on May 11, 2010. Shaun Beggs, CEO of McAlester Regional Health Center followed up phone conversation with an email to officially request the cancellation of the Special Election, per instructions from City Attorney.

Mr. Beggs states in the email that the First National Development Corp no longer seeks to sell the physicians building.

Approved By

Department Head	Initial	Date
	CM	03/02/10
City Manager	PJS <i>PJS</i>	03/02/10

Cora Middleton

From: Shaun Beggs [Shaun_B@mrhcok.com]
Sent: Tuesday, March 02, 2010 8:02 AM
To: Cora Middleton; 'kpriddle@thebankna.com'
Subject: Voter Resolution

Cora, we would like to withdraw our request for a resolution asking the citizens to approve debt for the acquisition of the physician building owned by the First National Development Corp. They no longer want to sell the building. Please let me know if any other action is required of the Authority. Thank you.

CONFIDENTIALITY NOTICE: This e-mail and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to whom they are addressed. This communication may contain material protected by federal privacy rules. If you are not the intended recipient or the person responsible for delivering this e-mail to the intended recipient, be advised that you have received this e-mail in error and that any use, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited. If you have received this e-mail in error, please immediately notify MRHC's Privacy Officer by telephone at (918) 421-6856. You will be reimbursed for reasonable costs incurred in notifying us.

RESOLUTION NO. 10-04

A RESOLUTION AUTHORIZING THE CALLING AND HOLDING OF A SPECIAL ELECTION IN THE CITY OF McALESTER, COUNTY OF PITTSBURG, STATE OF OKLAHOMA, ON TUESDAY, THE 11TH DAY OF MAY, 2010, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED ELECTORS OF THE CITY OF McALESTER, OKLAHOMA, THE QUESTION OF THEIR APPROVAL OR REJECTION OF PROPOSITION NO. 1, RELATED TO THE McALESTER REGIONAL HEALTH CENTER AUTHORITY, an OKLAHOMA PUBLIC TRUST, INCURRING CERTAIN DEBT.

* * * * *

WHEREAS, the City Council of McAlester, Oklahoma, heretofore on the 9th day of February, 2010, approved the Proposition set forth below, which relates to McAlester Regional Health Center Authority obtaining bank financing for the acquisition of a medical/physician office building on behalf of the City of McAlester, Oklahoma, the proper legal description of which is set forth in Exhibit A hereto, and the incurring of certain indebtedness by the McAlester Regional Health Center Authority; and

WHEREAS, under the provisions of Oklahoma law, the City Council has determined that such a Proposition should be submitted to and approved by a majority of the registered voters of the City at an election called and held for such purpose before such debt is incurred.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF McALESTER, OKLAHOMA, that

SECTION 1. The Mayor of the City of McAlester, Oklahoma, be and is hereby authorized and directed to call a Special Election to be held in the City of McAlester, Oklahoma, on Tuesday, the 11th day of May 2010, for the purpose of submitting to the qualified electors of the City of McAlester, Oklahoma, for their approval or rejection, the following proposition:

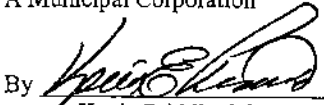
PROPOSITION

SHALL PROPOSITION NO. 1 OF THE CITY OF McALESTER, OKLAHOMA, APPROVING THE MCALESTER REGIONAL HEALTH CENTER AUTHORITY TO OBTAIN BANK FINANCING FOR THE ACQUISITION OF A MEDICAL/PHYSICIAN OFFICE BUILDING, KNOWN AS THE PHYSICIAN BUILDING AND AMBULATORY SURGERY CENTER, ON BEHALF OF THE CITY OF MCALESTER, OKLAHOMA, AND IN THE ACQUISITION OF SAID BUILDING, INCUR INDEBTEDNESS NOT TO EXCEED \$5,700,000.00 ON BEHALF OF SAID CITY BY THE MCALESTER REGIONAL HEALTH CENTER AUTHORITY FOR SAID ACQUISITION; PROVIDED FURTHER THAT THE ACQUISITION OF THE LAND AND BUILDING DESCRIBED HEREIN SHALL NOT CAUSE AN INCREASE IN OR CONTINUANCE OF ANY EXCISE TAX; BE APPROVED?

SECTION 2. That the call for such Special Election shall be by Proclamation, signed by the Mayor and attested by the City Clerk, setting forth the proposition to be voted upon, and the hours of opening and closing of the polls. The ballots for the qualified electors shall set forth the proposition substantially as set out in Section 1 hereof, and the returns of such election shall be made to and canvassed by the Pittsburg County Election Board.

PASSED AND APPROVED this 9th day of February 2010.

CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

By 
Kevin Priddle, Mayor



Cora Middleton
Cora Middleton, City Clerk

EXHIBIT A

A tract or parcel of land being in Block 160 in the City of McAlester, formerly South McAlester, Pittsburg County, Oklahoma, more particularly describes as follows:

Beginning at the southeast corner of Lot 23, Block 160, thence northwest to a point on the west line of Lot 23, said point being north of the southwest corner of Lot 23 a distance of 67.86 feet, thence north along the west line of Lot 23, Block 160, a distance of 16.00 feet, thence northeast to a point, said point being east a distance of 13.91 feet and south a distance of 20.54 feet from the northwest corner of Lot 28, Block 160, thence southeast to a point on the east line of Lot 29, Block 160, said point being north of the southeast corner of Lot 29, Block 160 a distance of 19.39 feet, thence southwest to a point, said point being south a distance of 23.51 feet and east a distance of 19.10 feet from the southeast corner of Lot 23, Block 160, thence northwest to the southeast corner of Lot 23, Block 160, and the Point of Beginning.

A tract or parcel of land being in Block 160 in the City of McAlester, formerly South McAlester, Pittsburg County, Oklahoma, more particularly described as follows:

Beginning at the southeast corner of Lot 23, Block 160, thence southeast to a point, said point being south a distance of 23.51 feet and east a distance of 19.10 feet from the southeast corner of Lot 23, Block 160, thence southwest to a point, said point being south a distance of 33.72 feet and east a distance of 12.94 feet from the southwest corner of Lot 23, Block 160, thence northwest to a point, said point being north a distance of 76.26 feet and east a distance of 1.88 feet from the southwest corner of Lot 22, Block 160, thence northeast to a point, said point being on the west line of Lot 23, Block 160, a distance of 83.86 feet north of the southwest corner of Lot 23, Block 160, thence south along the west line of Lot 23, Block 160 a distance of 16.00 feet, thence southeast to the southeast corner of Lot 23, Block 160, and the Point of Beginning.



McAlester City Council

AGENDA REPORT

Meeting Date: March 9, 2010
Department: Acting City Manager
Prepared By: Peter J. Stasiak
Date Prepared: March 2, 2010

Item Number: 14
Account Code: _____
Budgeted Amount: _____
Exhibits: 1

Submission and presentation of the Proposed 2010 Capital Budget per the City Charter by March 15th.

Recommendation

Discussion

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	PJS	03/02/10
City Manager	PJS <i>PJS</i>	03/02/10

Council Chambers
Municipal Building
February 23, 2010

The McAlester Airport Authority met in a Regular session on Tuesday, February 23, 2010, at 6:00 P.M. after proper notice and agenda was posted February 18, 2010.

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

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

- Approval of the Minutes from the February 9, 2010, Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item C regarding claims ending February 23, 2010. *(Gayla Duke, Chief Financial Officer)* In the amount of \$878.86.
- Confirm action taken on City Council Agenda Item 5 authorizing the Mayor to sign Application for Federal Assistance with the FAA. *(Mel Priddy, Director Community Services)*
- Confirm action taken on City Council Agenda Item 6 authorizing the Mayor to sign an amendment to the City's Airport Consultant Services Contract with LBR, Inc. *(Mel Priddy, Director Community Services)*

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

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

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

NAY: None

Chairman Priddle declared the motion carried.

Kevin Priddle, Chairman

ATTEST:

Cora Middleton, Secretary

Council Chambers
Municipal Building
February 23, 2010

The McAlester Public Works Authority met in a Regular session on Tuesday, February 23, 2010, at 6:00 P.M. after proper notice and agenda was posted February 18, 2010.

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

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

- Approval of the Minutes from the February 9, 2010, Regular Meeting of the McAlester Public Works Authority. (*Cora Middleton, City Clerk*)
- Confirm Action taken on City Council Agenda Item C regarding claims ending February 23, 2010. (*Gayla Duke, Chief Financial Officer*) In the amount of \$48,673.10.

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

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

Chairman Priddle declared the motion carried.

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

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

Chairman Priddle declared the motion carried.

Kevin Priddle, Chairman

ATTEST:

Cora Middleton, Secretary