



McAlester City Council

NOTICE OF MEETING

Regular Meeting Agenda

Tuesday, May 11, 2010 – 6:00 pm
McAlester City Hall – Council Chambers
28 E. Washington
McAlester, Oklahoma 74501

Kevin E. Priddle	Mayor
Chris B. Fiedler.....	Ward One
Steve Harrison	Ward Two
John Browne.....	Vice-Mayor, Ward Three
Robert Karr	Ward Four
Buddy Garvin.....	Ward Five
Louis Smitherman	Ward Six
Peter J. Stasiak	City Manager
William J. Ervin	City Attorney
Cora M. Middleton.....	City Clerk

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

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

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

CALL TO ORDER

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

- Pastor Brandon Parker, New Life 4 Today Ministries

ROLL CALL

CITIZENS COMMENTS ON NON-AGENDA ITEMS

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

CONSENT AGENDA

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

- A. Approval of the Minutes from the April 22, 2010, Special Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for April 28, 2010 through May 11, 2010. *(Gayla Duke, Chief Financial Officer)*
- C. Authorize the Pittsburg County Chapter of the NAACP to use Michael J. Hunter Park on Saturday, June 20, 2009, between the hours of 9:00 a.m. to 6:00 p.m., for the Juneteenth Celebration. *(Maureen Harrison, Pittsburg County Chapter of the NAACP)*

ITEMS REMOVED FROM CONSENT AGENDA**PUBLIC HEARING**

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

- An ordinance of the City Council of the City of McAlester, Oklahoma, amending the Code of Ordinances, Chapter 62, Article V, Division 4; flood hazard overlay district and flood damage prevention. Adopting a flood damage prevention plan, statement of purpose and establishing methods and procedures relating thereto, and declaring an emergency.
- An Ordinance of the City of McAlester, Oklahoma, adding to said City of McAlester, Oklahoma, territory adjacent to the city limits, providing for zoning of said property and declaring an emergency. (i.e., Beginning at the Southwest corner of Lot 94, Townsite Addition No. 5, Pittsburg County, State of Oklahoma)
- An Ordinance of the City of McAlester, Oklahoma, adding to said City of McAlester, Oklahoma, territory adjacent to the city limits, providing for zoning of said property and declaring an emergency. (i.e., A tract of land in Lots 16, 17 and 18, in Townsite Addition No. 2, Pittsburg County, State of Oklahoma.)

SCHEDULED BUSINESS

1. Consider and accept presentation of the Audited Financial Statements and Independent Auditor's Report for Fiscal Year ending June 30, 2009. *(Rheba Henderson of Hulme Rahhal Henderson Inc.)*

Executive Summary

Consider and act upon accepting the annual audit for FY 08-09 for the City of McAlester.

2. Consider, and act upon, authorizing the Mayor to sign an Engagement Letter with Crawford and Associates, P.C., for the period from July 1, 2010 through June 30, 2011. *(Gayla Duke, Chief Financial Officer)*

Executive Summary

This agenda item involves an Engagement Letter covering the accounting services that Crawford and Associates, P.C., might provide during the period from July 1, 2010 through June 30, 2011.

3. **TABLED** - Consider, and act upon, authorizing the Mayor to sign a contract upon City Attorney review with Allied Waste Services of Alderson for the City of McAlester's solid waste collection, removal and disposal. *(Peter J. Stasiak, City Manager)*

Executive Summary

Motion to accept the Allied Waste Services (AWS) of Alderson proposal subject to review by the City Attorney.

4. Consider, and act upon, an ordinance amending Ordinance No. 1843 which established the "Flood Hazard Overlay District and Flood Damage Prevention"; providing for a severability clause; and declaring an emergency. *(John C. Modzelewski, PE)*

Executive Summary

A motion to approve the amended ordinance.

5. Consider, and act upon, authorizing the Mayor to sign a Remote Deposit Services Agreement with First National Bank and Trust Co. of McAlester, Inc., dated April 22, 2010. *(Gayla Duke, Chief Financial Officer)*

Executive Summary

Motion to authorize the Mayor to sign a Remote Deposit Services Agreement with First National Bank and Trust Co. of McAlester, Inc., pending approval of the contract by the City Attorney.

6. Discuss, consider, and act upon, authorizing approval for the three attached budget transfers for the FY 09-10. *(Gayla Duke, Chief Financial Officer)*

Executive Summary

Motion to approve the three attached budget transfers prepared and approved by staff.

7. Consider, and act upon, a motion to approve the City of McAlester newly elected council members to attend a state required institute for municipal officials consisting of eight (8) hours training. *(Peter J. Stasiak, City Manager)*

Executive Summary

This is required by state law for newly elected municipal official to receive this training.

8. **TABLED** - Discuss, consider, and act upon, taking action to resolve the present audit findings regarding the investments of the Cemetery Care Perpetual Trust. *(Gayla Duke, Chief Financial Officer)*

Executive Summary

Motion to take action and vote upon a method that will satisfy the audit findings regarding the investments of the Trustee for the Cemetery Care Perpetual Trust.

9. Consider, and act upon, an Ordinance authorizing the City of McAlester to proceed with the annexation of additional lands adjacent to the City. (Dahlgren Annexation) *(Peter J. Stasiak, City Manager)*

Executive Summary

A motion to approve an Ordinance of the City of McAlester, Oklahoma, adding to said City of McAlester, Oklahoma, territory adjacent to the city limits, providing for zoning C-5 (Highway Commercial and Commercial Recreation District) and declaring an emergency.

10. Consider, and act upon, an Ordinance authorizing the City of McAlester to proceed with the annexation of additional lands adjacent to the City. (Stipe Annexation) *(Peter J. Stasiak, City Manager)*

Executive Summary

A motion to approve an Ordinance of the City of McAlester, Oklahoma, adding to said City of McAlester, Oklahoma, territory adjacent to the city limits, providing for zoning R-3 (Multi Family Residential) and declaring an emergency.

11. Presentation of Proposed Annual Operating Budget for FY 2010/2011 and Budget Message. *(Peter J. Stasiak, City Manager)*

Executive Summary

Presentation on Proposed Annual Operating Budget for FY 2010/2011 and Budget Message. The recommendation is to set a Special Meeting and Work Session date to review the 2010/11 Preliminary Budget.

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 April 27, 2010, Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending May 11, 2010. *(Gayla Duke, Chief Financial Officer)*

- Confirm action taken on City Council Agenda Item 1, regarding the presentation of the Audited Financial Statements and Independent Auditor's Report for Fiscal Year ending June 30, 2009. (*Rheba Henderson of Hulme Rahhal Henderson Inc.*)
- Confirm action taken on City Council Agenda Item 2, authorizing the Mayor to sign an Engagement Letter with Crawford and Associates, P.C., for the period from July 1, 2010 through June 30, 2011. (*Gayla Duke, Chief Financial Officer*)

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CONVENE AS McALESTER PUBLIC WORKS AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the April 27, 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 May 11, 2010. (*Gayla Duke, Chief Financial Officer*)
- Confirm action taken on City Council Agenda Item 1, regarding the presentation of the Audited Financial Statements and Independent Auditor's Report for Fiscal Year ending June 30, 2009. (*Rheba Henderson of Hulme Rahhal Henderson Inc.*)
- Confirm action taken on City Council Agenda Item 2, authorizing the Mayor to sign an Engagement Letter with Crawford and Associates, P.C., for the period from July 1, 2010 through June 30, 2011. (*Gayla Duke, Chief Financial Officer*)
- Confirm action taken on City Council Agenda Item 3, authorizing the Mayor to sign a contract upon City Attorney review with Allied Waste Services of Alderson for the City of McAlester's solid waste collection, removal and disposal. (*Peter J. Stasiak, City Manager*)
- Confirm action taken on City Council Agenda Item 4, an ordinance amending Ordinance No. 1843 which established the "Flood Hazard Overlay District and Flood Damage Prevention"; providing for a severability clause; and declaring an emergency. (*John C. Modzelewski, PE*)
- Confirm action taken on City Council Agenda Item 5, authorizing the Mayor to sign a Remote Deposit Services Agreement with First National Bank and Trust Co. of McAlester, Inc., dated April 22, 2010. (*Gayla Duke, Chief Financial Officer*)
- Confirm action taken on City Council Agenda Item 6, authorizing approval for the three attached budget transfers for the FY 09-10. (*Gayla Duke, Chief Financial Officer*)

- Confirm action taken on City Council Agenda Item 9, an Ordinance authorizing the City of McAlester to proceed with the annexation of additional lands adjacent to the City. (Dahlgren Annexation) *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 10, an Ordinance authorizing the City of McAlester to proceed with the annexation of additional lands adjacent to the City. (Stipe Annexation) *(Peter J. Stasiak, City Manager)*

ADJOURN MPWA.

RECONVENE COUNCIL MEETING

ADJOURNMENT

CERTIFICATION

I certify that this Notice of Meeting was posted on this _____ day of _____, 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

Council Chambers
Municipal Building
April 22, 2010

The McAlester City Council met in Special session on Thursday, April 22, 2010, at 6:00 P.M. after proper notice and agenda was posted, April 20, 2010, at 4:59 P.M.

CALL TO ORDER

Mayor Priddle called the meeting to order.

ROLL CALL

Council Roll Call was as follows:

Present: Chris Fiedler, Steve Harrison, John Browne, Robert Karr, Buddy Garvin & Mayor Priddle
Absent: Louis Smitherman
Presiding: Kevin E. Priddle, Mayor

Staff Present: Pete Stasiak, Acting City Manager; John Modzelewski, City Engineer/Public Works Director; Gayla Duke, Chief Financial Officer; Jim Lyles, Police Chief; and William J. Ervin, City Attorney; Cora Middleton, City Clerk

Mayor Priddle stated that there was one (1) item on the agenda tonight which was an Executive Session. He then asked for a motion to go into Executive Session. Councilman Garvin moved to recess the Special Meeting for an Executive Session to discuss the employment, hiring, appointment, promotion, demotion, disciplining, or resignation of any individual salaried public officer or employee: City Manager, in accordance with Title 25, Section 307.B.1. The motion was seconded by Councilman Harrison. There was no discussion, and the vote was taken as follows:

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

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

Executive Session

- **Title 25, Section 307 (B) (1)** – Discuss the employment, hiring, appointment, promotion, demotion, disciplining, or resignation of any individual salaried public officer or employee: City Manager.

Councilman Smitherman arrived at 6:05 P.M.

Reconvene into Open Session

- Consider, and act upon, the employment, hiring, appointment, promotion, demotion, disciplining, or resignation of any individual salaried public officer or employee: City Manager.

The Special Meeting was reconvened at 7:23 P.M. Mayor Priddle reported that the Council had recessed the Special Meeting for an Executive Session to discuss the employment, hiring, appointment, promotion, demotion, disciplining, or resignation of any individual salaried public officer or employee: City Manager, in accordance with Title 25, Section 307.B.1. Only that matter was discussed, no action was taken, and the Council returned to open session at 7:23 P.M., and this constituted the Minutes of the Executive Session. Mayor Priddle then asked if there was any motion regarding the discussion of the Executive Session.

Vice-Mayor Browne moved to hire Pete Stasiak as City Manager conditional to the completion of the employment contract. The motion was seconded by Councilman Fiedler. There was no discussion, and the vote was taken as follows:

AYE: Councilman Harrison, Browne, Karr, Garvin, Smitherman, Fiedler & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried unanimously.

ADJOURNMENT

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

AYE: Councilman Browne, Karr, Garvin, Smitherman, Fiedler, Harrison & Mayor Priddle

NAY: None

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

ATTEST:

Kevin E. Priddle, Mayor

Cora Middleton, City Clerk

**CLAIMS FROM APRIL 28, 2010
THRU
May 11, 2010**

5/04/2010 1:46 PM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 1

PACKET: 05139 CLAIMS FOR 5/11/10

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00026 AT & T LONG DISTANCE	1-201004201300	01 -4015311	TELEPHONE UTI 800133124 - LONG DISTANCE BILL	050298	177.34
01-A00033 AT&T	1-201004201300	01 -5015315	TELEPHONE UTI 91540215025901 - TRUNK CALLS	050306	1,021.15
01-A00170 ADA PAPER CO.	1-306032-1	01 -5545013	REPAIRS & MAI CLEANING SUPPLIES	050312	48.17
01-A00267 AIRGAS	1-106913464	01 -5430000	OPERATING SUP OXYGEN	050313	17.37
	1-106943649	01 -5430000	OPERATING SUP OXYGEN	050313	90.04
	1-106975327	01 -5540000	OPERATING SUP MONTHLY/YRLY CHARGES	050312	49.00
01-A00368 ALLEGIANCE COMMUNICATION	1-4716/10	01 -5562214	SMALL TOOLS TRMT INTERNET SERVICE	050314	205.80
01-A00381 ATWOODS	1-3475829	01 -5546213	REPAIRS & MAI MAINT MATERIALS	050316	14.00
01-A00383 ATCO INTERNATIONAL	1-13073490	01 -5562213	REPAIRS & MAI TOOLS FOR SHOP	050317	388.00
01-A00370 AUTO PARTS CO	1-561632	01 -5562223	REPAIRS & MAI INTAKE MANIFOLD FOR F-7	050320	334.00
01-B00187 BRAVES 500YEAR TIRES	1-MC-171676	01 -5562213	REPAIRS & MAI TIRES FOR HX-7	050321	512.40
	1-MC-172097	01 -5562213	REPAIRS & MAI TIRES FOR S-1	050321	504.00
	1-MC-172305	01 -5562213	REPAIRS & MAI TIRES FOR U-2	050321	504.00
	1-MC-172929	01 -5562203	REPAIRS & MAI TIRES FOR B-3 -FRONT	050321	374.10
	1-MC-172929	01 -5562213	REPAIRS & MAI TIRES FOR B-3-REAR	050321	710.12
01-B00180 BEMAC SUPPLY	1-S1515793.001	01 -5547316	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	050322	5.10
	1-S1515929.001	01 -5547316	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	050322	2.76
	1-S1515936.001	01 -5547316	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	050322	54.10
	1-S1515942.001	01 -5547316	REPAIRS & MAI ELECTRICAL, PLOCS, WIRING	050322	371.06
	1-S1519310.001	01 -5547316	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	050322	6.53
01-B00496 BRADLEY RAY INMAN	1-001005031339	01 -5544325	CONTRACT LABO EXPENSE FEES - 7 GAMES	050327	140.00
01-B00490 BRIGGS PRINTING	1-56392	01 -5511000	OPERATING SUP 1 GASH WINDOW ENVELOPES	050328	103.00
	1-56391	01 -5511000	OPERATING SUP BUSINESS CARDS	050328	69.50
01-B00497 BRANDON BECK	1-001005031336	01 -5544325	CONTRACT LABO EXPENSE FEES - 4 GAMES	050329	80.00

PACKET: 13139 CLAIMS FOR 5/11/10

VENDOR SET: 01

FUND : 11 GENERAL FUND

VENDOR	NAME	ITEM #	U/I ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000046	C D W GOVERNMENT, INC					
		I-SLK6881	01 -5011301	OPERATING SUP 1494005-QTBERME 1 PA	050335	297.11
		I-SLK6881	01 -5011301	OPERATING SUP 113166-CT111X TONER	050337	94.26
		I-SLK6881	01 -5011301	OPERATING SUP 1603184-CB500X TONER	050337	630.40
		I-SLK6881	01 -5011301	OPERATING SUP 156636-HP60 BLK	050338	60.06
		I-SLK6881	01 -5011301	OPERATING SUP 1463749-HP60XL COLOR	050338	39.44
		I-SLK6881	01 -5011301	OPERATING SUP 1496691-90/90 INK	050338	47.09
		I-SLK6881	01 -5011301	OPERATING SUP 1481751-901XL BLK	050338	60.06
		I-SLK6881	01 -5011301	OPERATING SUP 1484751-901XL COLOR	050338	36.14
		I-SLK7218	01 -5011301	OPERATING SUP 1603184-CB500X TONER	050338	129.10
		I-SLK7218	01 -5011301	OPERATING SUP 523901-QD610A TONER	050338	75.63
01-000100	CLEET					
		I-001004201097	01 -0110	CLEET PAYABLE CLEET FEE - MARCH 2010	050349	10,935.83
01-000370	CHINTHAPONTI ENERGY ARKL					
		I-0010040011302	01 -5011314	GAS UTILITY 19194270 - 600 H HARRISON	050338	136.17
		I-0010040011303	01 -5011314	GAS UTILITY 2344819 - 315 H KRAUS	050338	15.79
		I-0010040011304	01 -5011314	GAS UTILITY 68611878 YULLINE PARK	050338	21.00
01-000669	CONTINENTAL RESEARCH CO					
		I-331916-CRC-1	01 -5011312	SAFETY SUPPLI FIRST AID KITS,	050337	29.45
01-000940	CRAWFORD & ASSOCIATES					
		I-001006031340	01 -5011301	CONSULTANTS CONSULTING FEES - 09 FINANCIAL	050338	597.50
01-001401	MAXXON TROPHY					
		I-751091	01 -5011318	AWARDS PROGRA PLACHE FOR COURT CLERK	050339	50.95
01-000540	DOLESE BROTHERS					
		I-07200	01 -5011303	REPAIRS & MAI LOAD OF GRAVEL	050338	66.77
01-000719	ENGLISH JANITORIAL					
		I-15339	01 -5011303	REPAIRS & MAI JANITORIAL SUPPLIES	050341	109.69
01-000866	ERVIN & ERVIN ATTORNEYS					
		I MAY 2010	01 -5011301	CONSULTANTS ATTORNEY FEES	050342	1,507.00
01-000140	FIRE SERVICE TRAINING					
		I-19070	01 -5011301	EMPLOYEE TRAY PROMOTIONAL EXAMS	050342	2,660.00
01-000170	FIRST NATIONAL BANK					
		I-5/11/10 #133	01 -5011301	LEASE PAYMENT LEASE #133	050347	5,195.00
		I-5/11/10-#135	01 -5011301	LEASE PAYMENT LEASE # 135	050349	479.95
01-000202	PROGRESSIVE INC					
		I-4039300	01 -5011303	REPAIRS & MAI CARPET CLEANING & WATER	050350	615.00
01-000010	G & C RENTAL CENTER, IN					

PACKET: 08139 CLAIMS FOR 5/11/10

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	W/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000110	G & C RENTAL CENTER, IN	Continued				
		I-3212	01 -5847203	REPAIRS & MAI TRACTOR RENTAL	050351	460.00
		I-3595	01 -5847203	REPAIRS & MAI TRACTOR RENTAL	050351	540.00
		I-3622	01 -5847203	REPAIRS & MAI TRACTOR RENTAL	050351	336.84
01-000140	GARRITT JORDAN MACHINERY					
		I-301005031337	01 -5844805	CONTRACT LABO EXPIRE FEES - 6 GAMES	050350	100.00
01-000190	GRISCOM IMPLEMENT INC					
		I-130103	01 -5862203	REPAIRS & MAI BEARING, BUSHING, SEAL	050354	1,063.59
		I-137164	01 -5862203	REPAIRS & MAI V-BELT FOR EXPO MOWER	050354	81.15
01-100110	IMPRESS OFFICE SUPPLY					
		I-030461	01 -5867200	OPERATING SUP OFFICE SUPPLIES	050358	187.31
		I-030471	01 -5867200	OPERATING SUP MISC SUPPLIES	050358	25.14
		I-030517	01 -5867200	OPERATING SUP OFFICE SUPPLIES	050358	9.99
01-100120	INCODE					
		I-163875	01 -5225240	INCODE SOFTWA NETWORK SUPPORT: SPW	050359	200.00
		I-164154	01 -5013336	FEES ONLINE BILL PAY & MAINT	050359	501.00
01-100140	INDIAN NATION WHOLESALE					
		I-5125993	01 -5860203	REPAIRS & MAI PAPER TOWELS	050360	1,000.00
		I-5125993	01 -5860203	REPAIRS & MAI BATHROOM TISSUE	050360	454.50
		I-5125993	01 -5860203	REPAIRS & MAI PAPER TOWELS & TISSUE-PKW	050360	3.43
		I-5127334	01 -5861200	OPERATING SUP OPERATING SUPPLIES	050360	308.16
01-100220	INTERNAT'L. ASSOCIATION					
		I-3010040261310	01 -5860330	DUES & SUBSCR MEMBERSHIP DUES	050361	100.00
01-100223	INTERNAT'L. COMM COUNCIL					
		I-1003023	01 -5862203	OPERATING SUP BUILDING PERMITS	050362	188.60
		I-2010885W	01 -5862203	DUES & SUBSCR MEMBERSHIP	050362	100.00
01-100310	JET TIRE SERVICE					
		I-99819	01 -5862203	REPAIRS & MAI PU CARP FRONT END ALIGNME	050364	315.95
01-100326	JIM MIZE					
		I-201005031338	01 -5864370	CONTRACT LABO EXPIRE FEES - 4 GAMES	050365	80.00
01-100338	JOB CONSTRUCTION CO INC					
		I-026687	01 -5865218	STREET REPAIR ASPHALT FOR ST PATCH	050366	325.77
		I-026688	01 -5865218	STREET REPAIR ASPHALT FOR ST PATCH	050366	474.00
		I-026689	01 -5865218	STREET REPAIR ASPHALT FOR ST PATCH	050366	145.36
		I-026690	01 -5865218	STREET REPAIR ASPHALT FOR ST PATCH	050366	315.80
		I-026691	01 -5865218	STREET REPAIR ASPHALT FOR ST PATCH	050366	364.18
		I-026774	01 -5865218	STREET REPAIR ASPHALT FOR ST PATCH	050366	291.71
		I-026775	01 -5865218	STREET REPAIR ASPHALT FOR ST PATCH	050366	509.46
		I-026776	01 -5865218	STREET REPAIR ASPHALT FOR ST PATCH	050366	325.47

FACILITY: 15159 CLAIMS FOR 4/11/10

VENDOR SET: 01

FUND: 01 GENERAL FUND

VENDOR	NAME	ITEM #	QTY	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-100338	JOE CONSTRUCTION CO INC	continued					
		1-026777	01	-8860016	STREET REPAIR ASPHALT FOR ST PATCH	050366	716.00
		1-026778	01	-8860016	STREET REPAIR ASPHALT FOR ST PATCH	050366	219.00
		1-026779	01	-8860016	STREET REPAIR ASPHALT FOR ST PATCH	050366	285.40
		1-026780	01	-8860016	STREET REPAIR ASPHALT FOR ST PATCH	050366	244.00
		1-026819	01	-8860016	STREET REPAIR ASPHALT FOR ST PATCH	050366	926.73
		1-026820	01	-8860016	STREET REPAIR ASPHALT FOR ST PATCH	050366	397.82
		1-026821	01	-8860016	STREET REPAIR ASPHALT FOR ST PATCH	050366	100.65
		1-026822	01	-8860016	STREET REPAIR ASPHALT FOR ST PATCH	050366	344.74
		1-026823	01	-8860016	STREET REPAIR ASPHALT FOR ST PATCH	050366	344.47
01-100339	LAMBERT MECHANICAL INC						
		1-100317	01	-8840010	REPAIRS & MAINT REPAIR ON L1B AIR COND	050371	1,154.73
		1-100318	01	-8840010	REPAIRS & MAINT REPAIR ON L1B AIR COND	050371	354.40
		1-100319	01	-8840010	REPAIRS & MAINT REPAIR ON L1B AIR COND	050371	305.00
01-100324	LIBERTY ABSTRACT						
		1-8803-10	01	-8860010	OPERATING SUP 30' RADIUS REPORTS	050372	100.00
		1-8804-10	01	-8860010	OPERATING SUP 30' RADIUS REPORTS	050372	100.00
01-100416	LOWE'S ORBIT SERVICES						
		1-02567	01	-8840010	OPERATING SUP 1 YEAR WORKER	050373	400.00
		1-09771	01	-8840010	REPAIRS & MAINT MAINT MATERIALS	050374	127.15
01-100419	MARK HYNONS PHOTOGRAPHY						
		1-201005031327	01	-8801014	MISCELLANEOUS POLYMER PHOTO'S-COUNCILMEN	050377	355.95
01-100495	MOY TIRE						
		1-100	01	-8840010	REPAIRS & MAINT AC ON UNIT OF POLICE CAR	050378	150.00
01-100460	NICHOLAS D DISTRIBUTING						
		1-1842200	01	-8840010	OPERATING SUP 100 GPM FOR CONCESSION	050380	140.00
01-100570	MOORE MEDICAL CORP.						
		1-96196034	01	-8840010	DOTHING ALSO FULLER OXIMETER	050387	80.95
		1-96196034	01	-8840010	REPAIR & MAINT MATRICES HIGH/LANCE DMT	050387	215.00
		1-96196035	01	-8840010	REPAIR & MAINT FULLER OXIMETER	050387	300.45
		1-96196035	01	-8840010	OPERATING SUP MEDICAL SUPPLIES	050387	220.55
01-100590	MOST DEPENDABLE FOUNTAIN						
		1-10018226	01	-8840010	REPAIRS & MAINT PARTS FOR FOUNTAINS	050388	196.50
01-100600	MC CHAINS HUNTER CO.						
		0-1129426	01	-8801010	CAPITAL PROJ FRAMING MATERIALS	050386	35.98
		1-112109945	01	-8801010	STREET REPAIR FRAMING MATERIALS	050386	12.59
		1-112109945	01	-8801010	STREET REPAIR FRAMING MATERIALS	050386	16.74
		1-1128307	01	-8801010	CAPITAL PROJ FRAMING MATERIALS	050386	209.01
		1-1129404	01	-8801010	CAPITAL PROJ FRAMING MATERIALS	050386	35.97
		1-1129501	01	-8801010	CAPITAL PROJ FRAMING MATERIALS	050386	120.09

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PACKET: 03139 CLAIMS FOR 5/11/10

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	S/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-MC0022	MC CLAINS LUMBER CO.		CONTINUOUS			
		1-1129602	01 -5865-02	CAPITAL PHONE EXCHNG MATERIALS	050366	104.70
01-MC0195	MCALISTER FENCE					
		1-001509	01 -5545003	REPAIRS & MAI 1 WALK THROUGH GATES	050389	420.00
		1-27678	01 -5547003	REPAIRS & MAI REPAIR FENCE	051387	378.00
01-MC0099	MCAYER & TAFT					
		1-318860	01 -5210310	CONSULTANTS/L LEGAL FEES	050392	1,294.00
		1-318866	01 -5210307	CONSULTANTS/L LEGAL FEES	050392	1,376.00
		1-318867	01 -5211300	CONSULTANTS/L LEGAL FEES	050398	1,333.00
		1-318903	01 -5211300	CONSULTANTS/L LEGAL FEES	050398	516.00
01-MC0130	MC ALESTER IRON & METAL					
		1 7193	01 -5540316	REPAIRS & MAI MATERIALS REPAIR SIGN	050269	79.45
01-MC0163	NATIONAL SAFETY COUNCIL					
		1 5572485	01 -5513013	SAFETY SUPPLI DNG KIT, JUVENIL GUIDF	051391	200.95
01-MC0310	NORTH 6P AUTO SALVAGE					
		1-11035546	01 -5545003	REPAIRS & MAI FRONT CONTROL ARM	050390	68.00
		1-01003517	01 -5545003	REPAIRS & MAI TRANSMISSION FOR SB-7	050390	705.00
01-000070	OGIOLA MOWER SHOP					
		1-00113976	01 -5431004	SMALL TOOLS CHAIN SAW REPAIRS	050395	59.76
		1-00113630	01 -5431004	SMALL TOOLS CHAIN SAW REPAIRS	050395	14.06
01-000075	O'REILLY AUTO PARTS					
		1-0030-028149	01 -5431016	REPAIRS & MAI AUTO PARTS	050396	107.79
		1-0030-028960	01 -5431016	REPAIRS & MAI AUTO PARTS	050396	39.37
		1-0030-034806	01 -5431016	REPAIRS & MAI AUTO PARTS	050396	83.26
01-000014	OKLA BUREAU OF NARCOTIC					
		1-001004021299	01 -5103	DRG PAYABLE : DRUG EDUCATION FEES-MARCH 2010	050302	10.00
01-000045	OKLA CORRECTIONS INDUS.					
		1-23165	01 -5545003	OPERATING SHP REPLACEMENT DESK	050397	659.00
01-000407	OKLA UNIFORM BUILDING C					
		1-001005041343	01 -5650330	DUNS & SUBSCR JURISDICTIONAL ENTITY PERMIT	050400	75.00
01-000130	OKLA-OK MUNICIPAL LEAGUE					
		1-035866	01 -5210330	DUNS & JURISDICTION CONFERENCE LEADERSHIP	050411	82.00
01-000595	OSBI					
		1-201004071294	01 -5101	APIS PAYABLE APIS - MARCH 2010	050313	5,987.49
		1-201004081096	01 -5107	FORENSICS PAY FORENSIC MARCH 2010	050307	5,834.00
01-P00125	PATROL TECHNOLOGY					

PACKET: 08139 CLAIMS FOR 5/11/10

VENDOR SFT: 01

FUND: 1 01 GENERAL FUND

VENDOR	NAME	ITEM #	QTY	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000193	PATROL TECHNOLOGY	000111508					
		1-19340	01	8431007	CLOTHING ALLO UNIFORM ORDERS	080400	48.00
		1-19340	01	8431007	CLOTHING ALLO UNIFORM ORDERS	080400	143.00
		1-19340	01	8431007	CLOTHING ALLO UNIFORM ORDERS	080400	39.95
		1-19340	01	8431007	CLOTHING ALLO UNIFORM ORDERS	080400	16.50
		1-19340	01	8431007	CLOTHING ALLO UNIFORM ORDERS	080400	35.00
		1-19340	01	8431007	CLOTHING ALLO UNIFORM ORDERS	080400	21.00
		1-19340	01	8431007	CLOTHING ALLO UNIFORM ORDERS	080400	52.00
		1-19340	01	8431007	CLOTHING ALLO UNIFORM ORDERS	080400	48.00
		1-19340	01	8431007	CLOTHING ALLO UNIFORM ORDERS	080400	103.00
		1-19340	01	8431007	CLOTHING ALLO UNIFORM ORDERS	080400	140.00
01-000250	PERRY CASH						
		1-001005001309	01	8000000	OPERATING EXP OFFICE SUPPLIES	080400	39.96
		1-001005001309	01	8000000	OPERATING SUP FOOD FOR DOG POUND	080400	34.00
		1-001005001309	01	8000000	EMPLOYEE TRAV REIMB MILEAGE	080400	10.00
		1-001005001309	01	8000000	EMPLOYEE TRAV REIMB TAFT CONTRACT TRAVEL	080400	100.00
		1-001005001309	01	8000000	EMPLOYEE TRAV REIMB MILE CRANT TRAVEL	080400	49.00
		1-001005001309	01	8000000	AWARDS PROGRA DANCE & BUNCH CONGRAT PARTY	080400	47.00
		1-001005001309	01	8000000	EMPLOYEE TRAV SUSTENANCE TRAINING	080400	100.00
		1-001005001309	01	8000000	EMPLOYEE TRAV PICK UP TRIPS FOR PARKS	080400	20.00
		1-001005001309	01	8000000	OPERATING SUP PAINT VEHICLE FEE	080400	10.00
		1-001005001309	01	8000000	EMPLOYEE TRAV REIMB MILEAGE PRIVATE VEHICLE	080400	14.00
		1-001005001309	01	8000000	EMPLOYEE TRAV ADV ACCIDENT INVEST SCHOOL	080400	100.00
		1-001005001309	01	8000000	OPERATING SUP FOOD FOR DOG POUND	080400	14.00
		1-001005001309	01	8000000	EMPLOYEE TRAV REIMB MILEAGE SPANISH SP CLASS	080400	20.00
01-000560	PUBLIC SERVICE/ARP						
		1-001004001309	01	8000000	ELECTRIC UTIL 0004000000 - PAVILION	080300	60.00
		1-001004001309	01	8000000	ELECTRIC UTIL 0004000000 - KUMAR PARK	080300	30.00
		1-001004001309	01	8000000	ELECTRIC UTIL 0004000000 - PAVILION 3 KUMAR	080300	50.00
01-000001	QUALITY JANITORIAL SUPP						
		1-0010000	01	8000000	OPERATING SUP JANITORIAL SUPPLIES	080400	300.00
01-000090	ARM INC						
		1-0010000040040	01	8000000	DAMAGES ARM GAS PUMP NOZZLE	080400	100.00
01-000440	ROBERTS TUNING SERVICE						
		1-002356	01	8431000	REPAIRS & MAINT ANNUAL PUMP TEST	080400	600.00
01-000440	PAINTER'S PRIDE						
		1-004900	01	8431000	REPAIRS & MAINT LARON-PAINT LEFF LEE POOL	080400	900.00
		1-004900	01	8431000	REPAIRS & MAINT PAINT HITCHCOCK POOL	080400	300.00
01-000750	SHERATON WESTWIND CITY H						
		1-139101	01	8000000	EMPLOYEE TRAV HOTEL FOR SPRING CONF	080400	100.00
01-000300	SMART PARTS						

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PACKET: 05199 CLAIMS FOR 5/11/10

VENDOR SET: 01

FUND : 71 GENERAL FUND

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-97008 SMART PARTS		06111000			
	1-74	01 5431314	REPAIRS & MAI REPLACE ALTERNATOR	050416	1,095.00
01-900540 SOUTHWEST COAST CODES C					
	1-4117	01 5610350	DUES & SUBSCR MEMBERSHIP DUES	050419	20.00
01-812104 STALLER BUSINESS ADVANT					
	1 3134980660	01 50431001	OPERATING SUP OFFICE SUPPLIES	050420	169.90
	1-69570	01 50431007	OPERATING SUP MISC OFFICE SUPPLIES	050420	60.51
	1 74930	01 50431010	OPERATING SUP MISC OFFICE SUPPLIES	050420	107.06
01-801700 STATEWIDE COMMUNICATION					
	1-1760	01 50430710	OPERATING SUP REP BATTERIES 2 WAY RADIO	050421	30.10
01-100010 T. H. ROGERS LUMBER CO.					
	1-413290	01 50430000	OPERATING SUP MASTER LOCKS FOR PARKS	050422	17.48
	1 413442	01 50430700	OPERATING SUP MASTER LOCKS FOR PARKS	050422	44.90
	1-414461	01 50430001	OPERATING SUP MASTER LOCKS FOR PARKS	050422	53.94
01-100001 TERRY GREEN					
	1-10000001355	01 50449100	CONTRACT LABY CYPRUS- 20'S - 10 GAMES	050423	240.00
01-000554 TRI-TECH INC					
	1-INV031225	01 50430000	CONTRACTED CR BOX BILLING VHS	050424	199.00
01-000100 UNIFORM PACKAGING & SHIP					
	1 00440	01 50431000	REPAIRS & MAI SHIPPING CHARGES	050425	1.34
01-000100 UNITED SAFETY & CLAIMS					
	1-201000041341	01 50431000	WORKER'S COMP MEDICAL BILLS 4/10-4/10	050430	7,909.60
01-000140 WALMART COMMUNITY BNC					
	1-00678	01 50431000	OPERATING SUP SUPPLIES	050432	41.60
	1-11610	01 50431000	OPERATING SUP SUPPLIES	050432	20.46
	1-01892	01 50431000	OPERATING SUP SUPPLIES	050432	193.98
	1 04040	01 50431000	OPERATING SUP MISC OPERATING SUPPLIES	050432	39.10
	1-04032	01 50431000	OPERATING SUP SUPPLIES	050432	135.60
	1-05924	01 50431000	OPERATING SUP SUPPLIES	050432	19.94
	1-04023	01 50431000	OPERATING SUP SUPPLIES	050432	30.00
	1-09634	01 50430000	SAFETY SUPPLIES CANIS 11 GATORADE	050432	717.60
01-000150 WHITMAN'S MECHAN					
	1-1310	01 50430000	REPAIRS & MAI BUILDING MATERIALS	050433	315.00
01-000150 WHITE ELECTRICAL SUPPLY					
	1-81201344.001	01 50430000	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	050435	124.35
	1-81206759.001	01 50430000	REPAIRS & MAI ELECTRICAL SUPPLIES	050435	16.00
	1-81209960.001	01 50430000	REPAIRS & MAI ELECTRICAL SUPPLIES	050435	117.10
	1-81210037.001	01 50430000	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	050435	40.00

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PACKET: 1-139 CLAIMS FOR 5/11/10

VENDOR PRT: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01	WESCO70 WHITE ELECTRICAL SUPPLY	continued				
		1-S1211394.001	01 -8144003	REPAIRS & MAI ELECTRICAL SUPPLIES	050430	378.00
		1-S1211399.001	01 -8144003	REPAIRS & MAI ELECTRICAL SUPPLIES	050435	27.47
		1-S1211940.001	01 -8144003	REPAIRS & MAI ELECTRICAL SUPPLIES	050436	5.16
01	XEROX70 XEROX COPY MAJOR ACCOUNT					
		1-900550010	01 -8015010	EQUIPMENT REX XEROX LEASE	050437	1,699.00
				FUND 01 GENERAL FUND	TOTAL:	23,790.00

PACKET: 05139 CLAIMS FOR 5/11/10

VENDOR SET: 01

FUND: 1 11 MPXA

VENDOR	NAME	ITEM #	QTY	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00103	ACCURATE LABS & MINING						
		1-0824001	12	-5974304	LAB TESTING MONTHLY LAB TESTING	080311	800.00
		1-0824002	07	-5974304	LAB TESTING MONTHLY LAB TESTING	080311	800.00
		1-0009062	02	-5974304	LAB TESTING TESTING MONTHLY PLUS EXTR	080311	1,960.00
		1-0013064	01	-5974304	LAB TESTING MONTHLY LAB TESTING	080311	80.00
		1-0019070	12	-5974304	LAB TESTING MONTHLY LAB TESTING	080311	800.00
		1-0013061	02	-5974304	LAB TESTING TESTING-MONTHLY PLUS EXTR	080311	100.00
		1-0013062	02	-5974304	LAB TESTING TESTING-MONTHLY PLUS EXTR	080311	80.00
		1-0013064	02	-5974304	LAB TESTING TESTING-MONTHLY PLUS EXTR	080311	1,960.00
		1-0013065	01	-5974304	LAB TESTING MONTHLY LAB TESTING	180311	800.00
		1-0014029	01	-5974304	LAB TESTING MONTHLY LAB TESTING	080311	80.00
	1-COBY HOWARDS	00	-5975331	EMPLOYEE TRAV D WATER LICENSE CLASS	080311	60.00	
	1-NICK MITCHELL	00	-5975331	EMPLOYEE TRAV D WATER LICENSE CLASS	080311	100.00	
01-A00067	AIRMAX						
		1-106954985	00	-5974303	REPAIRS & MAINT RENTAL ON BOTTLES	080313	20.00
		1-106953326	07	-5974303	REPAIRS & MAINT RENTAL ON BOTTLES	080313	19.40
		1-106953328	07	-5974303	REPAIRS & MAINT RENTAL ON BOTTLES	080313	60.00
01-A00367	ALLEGIANCE COMMUNICATION						
		1-APRIL 2010	00	-5975331	OPERATING SUP INTERNET - BUREAU IN	180314	60.00
01-A00070	AMERICAN SOIL FARMS						
		1-3474	07	-5975330	LAND IMPROVEM & MAINTENANCE SUP	080315	160.00
		1-3021	07	-5975330	LAND IMPROVEM & MAINTENANCE SUP	080315	160.00
01-A00750	ATKINS						
		1-3469338	00	-5974303	REPAIRS & MAINT MISC SUPPLIES	080316	60.00
		1-3469336	00	-5974303	REPAIRS & MAINT MISC SUPPLIES	080316	75.00
		1-3479245	00	-5974303	REPAIRS & MAINT MISC SUPPLIES	080316	60.00
		1-3479255	00	-5975331	CLOTHING ALLO BOOTS - R. CONUIT	080316	100.00
		1-3484394	00	-5975331	REPAIRS & MAINT TOOLS, BATTERIES, BRUSHES	080316	356.00
01-A00740	AUTO PARTS CO						
		1-808688	00	-5974303	REPAIRS & MAINT SUPPLIES FOR PLANT	080319	30.00
		1-860460	00	-5974303	REPAIRS & MAINT SMALL AUTO PARTS	080319	140.00
		1-860461	00	-5974303	REPAIRS & MAINT SMALL AUTO PARTS	080319	199.00
		1-860460	00	-5974303	REPAIRS & MAINT SMALL AUTO PARTS	080319	50.00
		1-860611	00	-5974303	REPAIRS & MAINT SMALL AUTO PARTS	080319	100.00
		1-860729	00	-5974303	REPAIRS & MAINT SMALL AUTO PARTS	080319	140.00
		1-860794	00	-5974303	REPAIRS & MAINT SMALL AUTO PARTS	080319	40.00
		1-860844	00	-5974303	REPAIRS & MAINT SMALL AUTO PARTS	080319	90.00
		1-860874	00	-5974303	REPAIRS & MAINT SUPPLIES FOR PLANT	080319	60.00
		1-860903	00	-5974303	REPAIRS & MAINT SMALL AUTO PARTS	080319	140.00
		1-860914	00	-5974303	REPAIRS & MAINT SMALL AUTO PARTS	080319	40.00
		1-860928	00	-5974303	REPAIRS & MAINT SMALL AUTO PARTS	080319	100.00
		1-860939	00	-5974303	REPAIRS & MAINT SMALL AUTO PARTS	080319	40.00
		1-860940	00	-5974303	REPAIRS & MAINT SMALL AUTO PARTS	080319	80.00
		1-860948	00	-5974303	REPAIRS & MAINT SMALL AUTO PARTS	080319	10.00

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1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840.

| VENDOR | NAME | ITEM # | QTY | ACCOUNT NAME | DESCRIPTION | CHRG# | AMOUNT |
|-----------|---------------------|----------------|-----|--------------|---|--------|----------|
| 01-ACORN | AUTO PARTS CO | | | continued | | | |
| | | 1-861003 | 02 | -8660013 | REPAIRS & MAI SMALL AUTO PARTS | 060319 | 31.14 |
| | | 1-861009 | 02 | -8660013 | REPAIRS & MAI SMALL AUTO PARTS | 060319 | 109.69 |
| | | 1-861010 | 02 | -8660013 | REPAIRS & MAI SMALL AUTO PARTS | 060319 | 54.40 |
| | | 1-861080 | 01 | -8660013 | REPAIRS & MAI SMALL AUTO PARTS | 060319 | 30.16 |
| | | 1-861104 | 01 | -8660013 | REPAIRS & MAI SUPPLIES FOR PUMP | 060319 | 12.10 |
| | | 1-861264 | 01 | -8660013 | REPAIRS & MAI SMALL AUTO PARTS | 060319 | 6.50 |
| | | 1-861270 | 02 | -8660013 | REPAIRS & MAI SMALL AUTO PARTS | 060319 | 19.50 |
| | | 1-861311 | 02 | -8660013 | REPAIRS & MAI SMALL AUTO PARTS | 060319 | 59.97 |
| | | 1-861359 | 01 | -8660013 | REPAIRS & MAI SMALL AUTO PARTS | 060319 | 38.49 |
| | | 1-861388 | 02 | -8660013 | REPAIRS & MAI SMALL AUTO PARTS | 060319 | 149.49 |
| | | 1-861410 | 01 | -8660013 | REPAIRS & MAI SMALL AUTO PARTS | 060319 | 69.75 |
| | | 1-861473 | 02 | -8660013 | REPAIRS & MAI SMALL AUTO PARTS | 060319 | 47.69 |
| | | 1-861476 | 02 | -8660013 | REPAIRS & MAI SMALL AUTO PARTS | 060319 | 141.60 |
| | | 1-861479 | 02 | -8660013 | REPAIRS & MAI SMALL AUTO PARTS | 060319 | 20.39 |
| | | 1-861494 | 02 | -8660013 | REPAIRS & MAI SMALL AUTO PARTS | 060319 | 18.16 |
| | | 1-861498 | 02 | -8660013 | REPAIRS & MAI SMALL AUTO PARTS | 060319 | 108.89 |
| | | 1-861502 | 02 | -8660013 | REPAIRS & MAI SMALL AUTO PARTS | 060319 | 87.70 |
| | | 1-861522 | 02 | -8660013 | REPAIRS & MAI UPPER & LOWER BALL JOINTS | 060319 | 249.80 |
| | | 1-861634 | 02 | -8660013 | REPAIRS & MAI SMALL AUTO PARTS | 060319 | 167.00 |
| | | 1-861638 | 02 | -8660013 | REPAIRS & MAI SMALL AUTO PARTS | 060319 | 51.10 |
| | | 1-861642 | 02 | -8660013 | REPAIRS & MAI SMALL AUTO PARTS | 060319 | 14.79 |
| | | 1-861651 | 02 | -8660013 | REPAIRS & MAI SMALL AUTO PARTS | 060319 | 21.97 |
| 01-BOTING | BRASS HOLLYHUR TIRE | | | | | | |
| | | 1-MC-111653 | 02 | -8660013 | REPAIRS & MAI TIRE FOR W/ 6 | 060319 | 269.48 |
| | | 1-MC-111654 | 02 | -8660013 | REPAIRS & MAI TIRE FOR W/ 6 | 060319 | 579.00 |
| | | 1-MC-112900 | 01 | -8660013 | REPAIRS & MAI TIRE FOR SANITATION | 060319 | 3,094.40 |
| | | 1-MC-112920 | 02 | -8660013 | REPAIRS & MAI TIRE - WATER TRAP PUMP | 060319 | 3,159.87 |
| 01-BOTING | BEYAC SUPPLY | | | | | | |
| | | 1-8151482.001 | 02 | -8660013 | OPERATING SUP SUPPLIES - WATER & SEWER | 060319 | 1,007.68 |
| | | 1-81516174.001 | 02 | -8660013 | OPERATING SUP SUPPLIES - WATER & SEWER | 060319 | 41.11 |
| | | 1-81516306.001 | 02 | -8660013 | OPERATING SUP SUPPLIES - WATER & SEWER | 060319 | 5.80 |
| | | 1-81519077.001 | 02 | -8660013 | OPERATING SUP SUPPLIES - WATER & SEWER | 060319 | 166.09 |
| | | 1-81519665.001 | 02 | -8660013 | OPERATING SUP SUPPLIES - WATER & SEWER | 060319 | 2.84 |
| | | 1-81519058.001 | 02 | -8660013 | OPERATING SUP SUPPLIES - WATER & SEWER | 060319 | 12.07 |
| | | 1-81519611.001 | 02 | -8660013 | OPERATING SUP SUPPLIES FOR WATER/SEWER | 060319 | 274.11 |
| | | 1-81519074.001 | 02 | -8660013 | OPERATING SUP SUPPLIES FOR W/ 6 - MAINT | 060319 | 9.47 |
| | | 1-81519492.001 | 02 | -8660013 | OPERATING SUP SUPPLIES - WATER & SEWER | 060319 | 22.25 |
| | | 1-81519880.001 | 02 | -8660013 | OPERATING SUP SUPPLIES FOR WATER/SEWER | 060319 | 210.02 |
| | | 1-81520036.001 | 02 | -8660013 | OPERATING SUP SUPPLIES FOR WATER/SEWER | 060319 | 93.95 |
| 01-BOTING | BLIND BLANK (CNA) | | | | | | |
| | | 1-03633-A | 02 | -8660013 | REPAIRS & MAI PARTS ON ROA | 060319 | 189.91 |
| 01-BOTING | BRIDGE PRINTING | | | | | | |
| | | 1-85483-3 | 02 | -8660013 | ADMINISTRATIVE & SUPPLIES FOR W/ 6 | 060319 | 291.80 |

PACKED: TELEP CLAIMS FOR 5/11/12

VENDOR SET: 01

FUND : 12 NFWA

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-----------|---------------------------|-------------|--|-------------|----------|--------|
| 01-000146 | O O W GOVERNMENT, INC | | | | | |
| | 1-SLK6851 | 01 -0114070 | OPERATING SUP 408134-DANNO BLK | 050385 | 469.40 | |
| | 1-SLK6851 | 02 -0116010 | OPERATING SUP 318166-TT110X TUNER | 050385 | 100.00 | |
| | 1-SLK6851 | 02 -0001001 | OPERATING SUP 404741-BKND BLK | 050385 | 79.97 | |
| | 1-SLK6851 | 01 -0006010 | OPERATING SUP 400382-48 YELLOW | 050385 | 10.00 | |
| | 1-SLK6851 | 02 -0006010 | OPERATING SUP 400382-48 MAGENTA | 050385 | 10.00 | |
| | 1-SLK6851 | 02 -0006010 | OPERATING SUP 400382-48 CYAN | 050385 | 10.00 | |
| | 1-SLK6851 | 02 -0001002 | OPERATING SUP 404741-BKND BLK | 050385 | 109.04 | |
| | 1-SLK6851 | 01 -0001000 | OPERATING SUP 400382-48 YELLOW | 050385 | 31.00 | |
| | 1-SLK6851 | 02 -0001000 | OPERATING SUP 400382-48 MAGENTA | 050385 | 31.00 | |
| | 1-SLK6851 | 02 -0001000 | OPERATING SUP 400382-48 CYAN | 050385 | 31.00 | |
| | 1-SLK6851 | 02 -0001000 | OPERATING SUP 1490006-05,34 COMBO | 050385 | 98.17 | |
| | 1-SLK6851 | 02 -0001000 | OPERATING SUP 400382-48 BLK | 050385 | 46.84 | |
| | 1-SLK6851 | 02 -0001000 | OPERATING SUP 050382-40 BLK | 050385 | 69.97 | |
| | 1-SLK6851 | 02 -0001000 | OPERATING SUP 400382-46 BLK | 050385 | 68.94 | |
| | 1-SLK6851 | 02 -0001000 | OPERATING SUP 084608-14 MAGENTA | 050385 | 98.94 | |
| | 1-SLK6851 | 02 -0001000 | OPERATING SUP 064430-44 YELLOW | 050385 | 41.99 | |
| 01-010370 | CENTERPOINT ENERGY AKKL | | | | | |
| | 1-00100401700 | 02 -006 311 | GAS UTILITY 040104-44 - BARN | 050387 | 189.14 | |
| 01-010667 | CONTRACTORS SUPPLY CO | | | | | |
| | 1-0009040 | 01 -0004010 | REPAIRS & MA 14" 4 HP PAX, DILL, BLADES | 050391 | 1,173.80 | |
| 01-000669 | CONTINENTAL RESEARCH CO | | | | | |
| | 1-331614-CRC-1 | 02 -0000000 | REPAIRS & MA SOURCE & REPC CONTROL | 050392 | 400.00 | |
| | 1-331639-CRC-1 | 02 -0000000 | OPERATING SUP 010001-AIR KITS, | 050392 | 341.79 | |
| | 1-332337-CRC-1 | 02 -0000000 | REPAIRS & MA RUBBER COATING | 1-7430 | 198.01 | |
| 01-000847 | CRAMFORD & ASSOCIATES | | | | | |
| | 1-001008031340 | 02 -0000000 | CONSULTANTS CONSULTING FIRM - 19 FINANCIAL | 050393 | 527.50 | |
| 01-000887 | WILLIAMSON WATER COND INC | | | | | |
| | 1-APRIL 0010 | 02 -0000000 | LAB TESTING WATER FOR TESTING | 050394 | 92.68 | |
| 01-000841 | DOINES BROTHERS | | | | | |
| | 1-00000 | 02 -0000000 | UTILITY MAINT 400 TON GRANEL | 050395 | 1,919.46 | |
| 01-000037 | EASTMAN | | | | | |
| | 1-00000000000 | 02 -0000000 | REPAIRS & MA SUPPLIES FOR PLANT | 050343 | 307.16 | |
| | 1-00000000000 | 01 -0000000 | REPAIRS & MA SUPPLIES FOR REPAIRS | 050343 | 10.96 | |
| | 1-00000000000 | 02 -0000000 | REPAIRS & MA SUPPLIES FOR REPAIRS | 050343 | 10.90 | |
| 01-000039 | FLU BX | | | | | |
| | 1-00000000000 | 02 -0000000 | OPERATING SUP 000 LAMINATE AMPHONSK | 050344 | 41.60 | |
| 01-000010 | FIRST NATIONAL BANK | | | | | |
| | 1-5/11/10-0134 | 01 -0000000 | CARDINAL MTLA WATERMILLAR & COMPACTOR | 010348 | 4,524.37 | |

PACKET: 04139 CLAIMS FOR 5/11/10

VENDOR SET: 01

FUND : 02 MPWA

| VENDOR NAME | ITEM # | QTY | ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-------------------------------------|----------------|-----|--------------|---|--------|----------|
| 01-000011 PORT JONES FUEL AUTHORITY | | | | | | |
| | 1-001004221301 | 12 | 0000014 | GAS UTILITY GAS FOR HARBORCEN | 050301 | 984.10 |
| 01-001066 GERRARD'S TRUCK SERVICE | | | | | | |
| | 1-0098 | 02 | 0000014 | REPAIRS & MAINT CONNECT TO COMPUTER | 050302 | 240.00 |
| 01-000041 HAWCOA WATER WORKS | | | | | | |
| | 1-05107322.001 | 02 | 0000014 | REPAIRS & MAINT VALVE W/PARTS | 050303 | 4,912.47 |
| | 1-05107322.002 | 02 | 0000014 | REPAIRS & MAINT VALVE W/PARTS | 050303 | 41.74 |
| 01-000000 J & T, INC | | | | | | |
| | 1-0000981 | 02 | 0000014 | REPAIRS & MAINT SHEAR PINS & MASTER CHAIN | 010305 | 107.00 |
| 01-000011 IMPRESS OFFICE SUPPLY | | | | | | |
| | 1-030478 | 03 | 0000014 | ADVERTISING & CORRESPONDENCE QUALITY | 050308 | 30.84 |
| | 1-030490 | 02 | 0000014 | OPERATING SUP LANDFILL TICKETS | 050308 | 750.00 |
| | 1-030532 | 02 | 0000014 | OPERATING SUP INK PENS, MISC ITEMS | 050308 | 7.16 |
| | 1-030534 | 02 | 0000014 | OPERATING SUP INK PENS, MISC ITEMS | 050308 | 7.99 |
| | 1-030516 | 02 | 0000014 | OPERATING SUP OFFICE SUPPLY L&P | 050308 | 37.17 |
| 01-000071 INNOTE | | | | | | |
| | 1-164734 | 02 | 0000014 | FEES ONLINE BILL PAY & MAINT | 050309 | 495.16 |
| 01-000047 INDIAN NATIONAL WHOLESALE | | | | | | |
| | 1-0100995 | 02 | 0000014 | OPERATING SUP PAPER TOWELS | 050307 | 201.70 |
| | 1-0100998 | 02 | 0000014 | OPERATING SUP TRASH BAGS | 050307 | 101.00 |
| 01-000037 INTERSTATE MICROPICTAL | | | | | | |
| | 1-169602 | 02 | 0000014 | REPAIRS & MAINT INSTAL LASER ALIGNMENT | 050303 | 1,134.00 |
| 01-K00140 KYSTONE EQUIPMENT CO. | | | | | | |
| | 1-00 41983 | 02 | 0000014 | REPAIRS & MAINT REPAIR BACKHOE WATER PUMP | 050370 | 641.59 |
| | 1-41983 | 02 | 0000014 | REPAIRS & MAINT IMPELLER, BALL BEARING, | 050370 | 641.59 |
| 01-000046 LOWE'S CREDIT SERVICES | | | | | | |
| | 0-CX09903 | 02 | 0000014 | OPERATING SUP AIR COMPRESSOR | 050373 | 21.01 |
| | 0-CX09910637 | 02 | 0000014 | OPERATING SUP AIR COMPRESSOR | 050373 | 21.01 |
| | 1-01408 | 02 | 0000014 | OPERATING SUP SUPPLIES FOR WATER/SEWER | 050373 | 20.91 |
| | 1-01408 | 02 | 0000014 | OPERATING SUP AIR COMPRESSOR | 050373 | 19.89 |
| | 1-01529 | 02 | 0000014 | OPERATING SUP AIR COMPRESSOR | 050373 | 46.93 |
| | 1-02716 | 02 | 0000014 | OPERATING SUP AIR COMPRESSOR | 050373 | 41.80 |
| | 1-02080 | 02 | 0000014 | OPERATING SUP AIR COMPRESSOR | 050373 | 1,012.19 |
| | 1-07617 | 02 | 0000014 | REPAIRS & MAINT UTILITIES FOR REPAIRS | 050373 | 56.87 |
| | 1-08012 | 02 | 0000014 | OPERATING SUP AIR COMPRESSOR | 050374 | 11.74 |
| | 1-08064 | 02 | 0000014 | OPERATING SUP SUPPLIES FOR WATER/SEWER | 050373 | 14.16 |
| | 1-09304 | 02 | 0000014 | OPERATING SUP AIR COMPRESSOR | 050373 | 10.45 |
| | 1-09401 | 02 | 0000014 | OPERATING SUP SUPPLIES FOR WATER/SEWER | 050373 | 5.90 |
| | 1-09590 | 02 | 0000014 | REPAIRS & MAINT SUPPLIES FOR REPAIRS | 050373 | 5.49 |
| | 1-09601 | 02 | 0000014 | OPERATING SUP AIR COMPRESSOR | 050374 | 10.41 |

PACKET: 00139 CLAIMS FOR 4/11/10

VENDOR SET: 01

FUND: 00 MFWA

| VENDOR NAME | ITEM # | QTY | AMOUNT | DESCRIPTION | CHRG# | AMOUNT |
|-------------------------------------|-----------------|-----|---------|---|--------|----------|
| 01-10040-1 LOWE'S CARDINAL SERVICES | Continued | | | | | |
| | 1-87400 | 02 | 840.100 | OPERATING SUP AIR COMPRESSOR | 050374 | 38.12 |
| 01-10040-2 LOWE'S BOTTLING CO. | | | | | | |
| | 1-8100819 | 00 | 59.0014 | LAB TESTING WATER FOR LAB TESTING | 050375 | 27.17 |
| | 1-81008844 | 00 | 5402304 | LAB TESTING WATER FOR LAB TESTING | 050376 | 13.80 |
| | 1-81604778 | 00 | 4978304 | LAB TESTING WATER FOR LAB TESTING | 050377 | 6.71 |
| 01-10000-3 MARK'S CONSTRUCTION, LL | | | | | | |
| | 1-307587 | 01 | 3470704 | UTILITY MAINT LAYING GRAVEL | 050378 | 1,948.75 |
| 01-10148-1 MILLER GLASS | | | | | | |
| | 1-9481 | 00 | 5710070 | OPERATING SUP ADDING TO 30 OVER WINDOW | 050381 | 841.00 |
| 01-10046-2 MTR SAFETY PRODUCTS, IN | | | | | | |
| | 1-2846400 | 00 | 5075114 | UTILITY MAINT RUBBER D O G, MAIN DUCT | 050384 | 447.00 |
| 01-10071-3 MUSKOGEE COMMUNICATIONS | | | | | | |
| | 1-1086191 | 00 | 4074710 | REPAIRS & MAINT REPAIRS ON RADIOS WTP | 050385 | 441.80 |
| 01-10097-4 KALPSTEIN WELDING | | | | | | |
| | 1-312303 | 00 | 4074073 | REPAIRS & MAINT WELDING RODS & SUPPLIES | 050390 | 294.00 |
| 01-10097-5 NOKIA 69 AUTO SALVAGE | | | | | | |
| | 1-01003883 | 00 | 4440018 | REPAIRS & MAINT GRAB RACK 4 X 4 | 050392 | 100.00 |
| 01-10099-6 NCI SOLUTIONS, INC | | | | | | |
| | 1-071648 | 01 | 4043310 | LAB TESTING TMS - LA PRO TOXICITY TEST | 050393 | 416.00 |
| 01-10097-7 OKLA DEPT OF COMMERCE | | | | | | |
| | 1-5711710-48908 | 00 | 4047101 | CHECK LOAN 489 0800 - EILE 48908 | 050394 | 1,148.53 |
| 01-10097-8 RAY INC | | | | | | |
| | 1-010038841340 | 00 | 4047101 | DAMAGED REPAIRS FUND | 050408 | 8,038.00 |
| | 1-00721 | 00 | 4046013 | HYDRAULIC PRO LIFER FOR LAMINATE | 050409 | 1,090.75 |
| 01-10097-9 RIDGEWAY'S | | | | | | |
| | 1-42-459126 | 00 | 4141010 | OPERATING SUP 014 FIMTEX TAPE | 050416 | 293.82 |
| 01-10097-10 ST-TECH INC. PRODUCTS | | | | | | |
| | 1-0064400 IN | 00 | 4540533 | WATER MAIN RE 10" TIE LINE 911 | 050420 | 266.00 |
| 01-10097-11 BUSH STATE COLLEGE | | | | | | |
| | 1-WP01935 | 01 | 5400000 | WATER & SEWER 3 WATER LICENSE CLASS | 010410 | 496.00 |
| 01-10097-12 SHARE CORPORATION | | | | | | |
| | 1-039001 | 00 | 4047303 | REPAIRS & MAINT WIND MILLER FOR STATION | 050413 | 227.14 |
| 01-10097-13 SIGNATURE SCIENCE, LLC | | | | | | |

PACKET: 00139 CLAIMS FOR 5/11/10

VENDOR SHT: 01

FUND : 02 MPWA

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHCK# | AMOUNT |
|-----------|-------------------------|----------------|------------------|--|--------|----------|
| 01-000001 | SIGNATURE SCIENCE, LLC | Continued | | | | |
| | | 1-04000061-24 | 01 - 14 4824 | LAB TESTING MONTHLY LAB TESTING | 050416 | 369.00 |
| 01-000130 | SOUTHWEST CHEMICAL SERV | | | | | |
| | | 1-88619 | 07 - 14 4824 | CHEMICALS 1 LOAD ALUM | 050417 | 3,468.64 |
| | | 1-88620 | 08 - 14 4824 | CHEMICALS 1 LOAD ALUM | 050417 | 3,468.64 |
| | | 1-94478 | 08 - 14 4824 | CHEMICALS 3 LOADS CAUSTIC | 050417 | 6,430.64 |
| | | 1-88621 | 07 - 14 4824 | CHEMICALS 2 LOADS OF ALUM | 050417 | 3,468.64 |
| | | 1-88622 | 07 - 14 4824 | CHEMICALS 2 LOADS OF ALUM | 050417 | 3,468.64 |
| 01-000710 | STANFORD MACHINE LLC | | | | | |
| | | 1-012339 | 02 - 14 6010 | REPAIRS & MAINT REPAIR DRIVE SHAFT | 050419 | 616.00 |
| | | 1-012340 | 02 - 14 6010 | REPAIRS & MAINT BOLLER | 050419 | 61.00 |
| | | 1-012360 | 07 - 14 6010 | REPAIRS & MAINT REPAIR DRIVELINE | 050419 | 49.00 |
| 01-000724 | STAPLES BUSINESS ADVANT | | | | | |
| | | 1-0134957663 | 10 - 14 1100 | OPERATING SUP TONER FOR COPY MACHINE | 050420 | 100.00 |
| | | 1-0134957664 | 10 - 14 1100 | OPERATING SUP TONER FOR COPY MACHINE | 050420 | 7.49 |
| | | 1-000000 | 10 - 14 1100 | REPAIRS & MAINT SUPPLIES FOR PLANT | 050420 | 40.00 |
| 01-000000 | UTILITY SUPPLY | | | | | |
| | | 1-044610 | 02 - 14 1100 | OPERATING SUP WATER LOCK KEYS | 050421 | 191.00 |
| | | 1-044611 | 02 - 14 1100 | OPERATING SUP WATER LOCK KEYS | 050421 | 118.64 |
| | | 1-044612 | 02 - 14 1100 | WATER MAIN RE VALVE & ACCESSORIES | 050421 | 186.00 |
| | | 1-044613 | 02 - 14 1100 | WATER MAIN RE SUPPLIES WATER SEWER | 050421 | 61.00 |
| | | 1-044614 | 02 - 14 1100 | WATER MAIN RE SUPPLIES FOR WATER/SEWER | 050421 | 119.00 |
| | | 1-044615 | 02 - 14 1100 | OPERATING SUP WATER LOCK KEYS | 050421 | 68.64 |
| | | 1-044616 | 02 - 14 1100 | OPERATING SUP WATER LOCK KEYS | 050421 | 68.99 |
| | | 1-044617 | 02 - 14 1100 | CAPITAL FROM 17" DUCT JOINTS & PIPE | 050421 | 7,171.16 |
| | | 1-044618 | 02 - 14 1100 | WATER MAIN RE SUPPLIES WATER/SEWER | 050421 | 40.00 |
| | | 1-044619 | 02 - 14 1100 | WATER MAIN RE SUPPLIES WATER/SEWER | 050421 | 161.04 |
| | | 1-044620 | 02 - 14 1100 | UTILITY MAINT SUPPLIES REF WATER SEWER | 050421 | 22.00 |
| | | 1-044621 | 02 - 14 1100 | WATER MAIN RE VALVE & ACCESSORIES | 050421 | 769.64 |
| | | 1-044622 | 02 - 14 1100 | UTILITY MAINT SUPPLIES REF WATER SEWER | 050421 | 64.00 |
| | | 1-044623 | 02 - 14 1100 | UTILITY MAINT SUPPLIES REF WATER SEWER | 050421 | 19.49 |
| | | 1-044624 | 02 - 14 1100 | UTILITY MAINT SUPPLIES REF WATER SEWER | 050421 | 196.41 |
| | | 1-044625 | 02 - 14 1100 | UTILITY MAINT SUPPLIES REF WATER SEWER | 050421 | 67.00 |
| | | 1-044626 | 02 - 14 1100 | UTILITY MAINT SUPPLIES REF WATER SEWER | 050421 | 80.00 |
| | | 1-044627 | 02 - 14 1100 | WATER MAIN RE SUPPLIES FOR WATER/SEWER | 050421 | 336.64 |
| | | 1-044628 | 02 - 14 1100 | UTILITY MAINT SUPPLIES REF WATER SEWER | 050421 | 90.00 |
| | | 1-044629 | 02 - 14 1100 | UTILITY MAINT SUPPLIES REF WATER SEWER | 050421 | 96.60 |
| | | 1-044630 | 02 - 14 1100 | UTILITY MAINT SUPPLIES REF WATER SEWER | 050421 | 176.00 |
| 01-000120 | UNIT LINER CO | | | | | |
| | | 1-0462391 | 10 - 14 1100 | REPAIRS & MAINT REPAIRS ON R PLANT | 050421 | 3,400.00 |
| 01-000130 | UNITED SAFETY & CLAIMS | | | | | |
| | | 1-000000041341 | 10 - 14 1100 | WORKER'S COMP MEDICAL BILLS 4/10 4/20 | 050421 | 3,349.00 |
| | | 1 MAY 2010 | 02 - 14 1100 | WORKER'S COMP SERVICE FEE | 050421 | 1,233.00 |

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REGULAR DEPARTMENT PAYMENT XPOLESTER

PAGE: 12

PACKET: 00139 CLAIMS FOR 5/11/16

VENDOR SET: 01

FUND : 01 MFWA

| VENDOR | NAME | ITEM # | P.L. ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-----------|-------------------------|----------------|-------------------|---|--------|-------------------|
| 01-W00070 | WHITE ELECTRICAL SUPPLY | | | | | |
| | | 1-81204478.001 | 01 - 0070113 | REPAIRS & MAINT PLANT SUPPLIES FOR REPAIR | 000435 | 37.91 |
| | | 1-81204479.001 | 02 - 0074009 | REPAIRS & MAINT ELECTRICAL SUPPLIES | 000435 | 30.86 |
| | | 1-81204465.001 | 07 - 0013703 | REPAIRS & MAINT PLANT SUPPLIES FOR REPAIR | 000435 | 37.19 |
| | | 1-81212374.001 | 02 - 0074716 | REPAIRS & MAINT ELECT SUPPLIES FOR RPO | 000435 | 44.73 |
| | | 1-81218993.001 | 01 - 0013003 | REPAIRS & MAINT PLANT SUPPLIES FOR REPAIR | 000435 | 14.41 |
| | | 1-81212302.001 | 02 - 0074009 | REPAIRS & MAINT PLANT SUPPLIES FOR REPAIR | 000435 | 242.13 |
| 01-W00090 | WHOLESALE ELECTRIC SUPP | | | | | |
| | | 1-82860487.000 | 01 - 0074009 | REPAIRS & MAINT BREAKER BOX FOR PLANT | 000436 | 409.13 |
| | | | FUND | 01 | MFWA | TOTAL: 114,144.18 |

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 16

PACKET: 0139 CLAIMS FOR 8/11/10

VENDOR SET: 01

FUND : 03 AIRPORT AUTHORITY

| VENDOR | NAME | ITEM # | U/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-----------|------------------------|-------------------|------------------|--|--------|----------|
| 01-000000 | CENTERPOINT ENERGY ARK | | | | | |
| | | 1-201004201308 | 03-SEP-2010 | GAS UTILITY 1470111 - AIRPORT | 090307 | 60.89 |
| 01-000170 | FIRST NATIONAL BANK | | | | | |
| | | 1-8/11/10-4109017 | 03-SEP-2010 | PAY LOAN #119-1100-1017 AIRPORT AUTH | 180946 | 2,510.00 |
| 01-000269 | WHITES TRACTORS | | | | | |
| | | 1-643404 | 03-SEP-2010 | TRACT MAINTENANCE REPAIR & MAINT ITEMS | 090934 | 36.00 |
| | | | FUND | 03 AIRPORT AUTHORITY | TOTAL: | 2,606.89 |

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 17

PACKET: 0109 CLAIMS FOR 5/11/10

VENDOR SET: 01

FUND : 75 NUTRITION

| VENDOR | NAME | ITEM # | G I ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|----------|----------------|----------------|------------------|---|------------|--------|
| 01-00013 | VEBBIH COMPTON | | | | | |
| | | 1-001000001332 | 75-00149004 | CONTRACT SERV CONTRACT MEAL DELIVERY | 060396 | 100.00 |
| | | 1-001000001333 | 75-00149009 | CONTRACT SERV RUMS MILEAGE FOR DELIVERY | 060396 | 100.00 |
| 01-00017 | BARA E. BRIDIS | | | | | |
| | | 1-001000001330 | 75-00149004 | CONTRACT SERV CONTRACT MEAL DELIVERY | 060396 | 100.00 |
| | | 1-001000001331 | 75-00149009 | CONTRACT SERV RUMS MILEAGE FOR DELIVERY | 060396 | 100.00 |
| 01-00019 | MIKE TRO | | | | | |
| | | 1-001000001334 | 75-00149009 | CONTRACT SERV RUMS MILEAGE FOR DELIVERY | 060396 | 100.00 |
| 01-00019 | AT & T | | | | | |
| | | 1-001000001306 | 06-0049510 | TELEPHONE INT REMAINING PHONE NUTRITION | 060396 | 100.00 |
| | | | | FUND | 06-0049510 | TOTAL: |

700.00

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REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 05139 CLAIMS FOR 5/11/10

VENDOR SET: 01

FUND : 09 LANDFILL RES./SUB-TITLE 1

| VENDOR NAME | ITEM # | QTY | AMOUNT | DESCRIPTION | CHPTX# | AMOUNT |
|------------------------------------|-----------|-----|---------|---|--------|------------|
| 01-HOUSTON HARRIS CONSTRUCTION SBA | | | | | | |
| | 1-478858A | 09 | 4566470 | SUB TITLE 1 B FREIGHT - 1000 T 1 1/2 CR | 000006 | 4,566,470 |
| | 1-478858B | 09 | 4566470 | SUB TITLE 1 B FREIGHT 1000 T 1 1/2 CR | 000006 | 4,566,470 |
| 01-KOOLIC K-SAR CO CONSTRUCTION | | | | | | |
| | 1-10892 | 09 | 4566470 | SUB TITLE 1 B 80 DAWA C. COVER DIST | 000004 | 4,566,470 |
| 01-WOODS' WHIPPER METALS | | | | | | |
| | 1-10892 | 09 | 4566470 | SUB TITLE 1 B RIFF FOR LANDFILL PROJECT | 000005 | 4,566,470 |
| | 1-10892 | 09 | 4566470 | SUB TITLE 1 B RIFF FOR LANDFILL PROJECT | 000005 | 4,566,470 |
| | | | | FUND 09 LANDFILL RES./SUB-TITLE TOTAL: | | 13,159,810 |

PACKET: 0000 CLAIMS FOR 5/11/10

VENDOR REF: 01

FUND : 15 SF EXPD CTR/TOURISM FUND

| VENDOR NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---|---------------|------------------|--|--------|----------|
| 01-000190 HAN P. KAITH | 1-01197082 | 05 -5654011 | CONCESSION SV CONCESSION SUPPLIES | 050384 | 1,014.96 |
| 01-000346 D E W GOVERNMENT, INC | 1-01K6851 | 05 -5654011 | OPERATING SUP 179407-01 MAGENTA | 050385 | 10.60 |
| | 1-01K6851 | 05 -5654011 | OPERATING SUP 109107-01 CYAN | 050387 | 10.60 |
| | 1-01K6851 | 05 -5654011 | OPERATING SUP 019401-01 BK | 050388 | 40.14 |
| | 1-01K6851 | 05 -5654011 | OPERATING SUP 109107-1061 BK | 050389 | 40.14 |
| | 1-01K6851 | 05 -5654011 | OPERATING SUP 109107-1061 YELLOW | 050390 | 10.60 |
| | 1-01K6851 | 05 -5654011 | OPERATING SUP 109107-1061 CYAN | 050390 | 10.60 |
| | 1-01K6851 | 05 -5654011 | OPERATING SUP 109107-1061 MAGENTA | 050390 | 10.60 |
| | 1-01K6851 | 05 -5654011 | OPERATING SUP 109107-1061 BK | 050390 | 40.14 |
| | 1-01K6851 | 05 -5654011 | OPERATING SUP 179407-01 YELLOW | 050390 | 10.60 |
| 01-000316 D & C ELEVATOR INC | 1-11194 | 05 -5654011 | REPAIRS & MAINT MONTHLY MAINTENANCE | 050396 | 200.00 |
| | 1-11194 | 05 -5654011 | REPAIRS & MAINT PARTS & LABOR | 050398 | 175.00 |
| 01-000002 DON'S LAZY & JERRY MFG | 1-1010467 | 05 -5654011 | CONCESSION SV SNOW JERKES | 050399 | 130.00 |
| 01-000350 BETTY GAFN | 1-00105031009 | 05 -5654011 | OPERATING SUP 019401-01 BK - MAINT MICROPHONE REPAIR | 050401 | 10.00 |
| 01-000381 JAM'S CLUB | 1-19-06104 | 05 -5654011 | CAPITAL OUTLA FOLDING TABLES 6' | 050401 | 4,794.10 |
| 01-001000 UNIFORMS HOLDINGS, L.P. | 1-0667361 | 05 -5654011 | REPAIR & MAINT JANITORIAL SUPPLIES | 050401 | 51.10 |
| 01-000340 WALMART COMMUNITY BNC | 1-019529 | 05 -5654011 | CONCESSION SV CONCESSION SUPPLIES | 050402 | 1.19 |
| | 1-023923 | 05 -5654011 | CONCESSION SV CONCESSION SUPPLIES | 050403 | 57.75 |
| | 1-024309 | 05 -5654011 | CONCESSION SV CONCESSION SUPPLIES | 050403 | 11.75 |
| FUND 15 SF EXPD CTR/TOURISM FUND TOTAL: | | | | | 1,109.96 |

232 62

1550 1551 1552

| VENDOR | NAME | ITEM # | YR | ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-----------|------------------------|------------|----|--------------|---|--------|----------|
| 01-000146 | D E W REFRIGERANT, INC | | | | | | |
| | | I-SLK4681 | 09 | -0004001 | OPERATING SUP 10814 1-220 P/R | 050387 | 39.00 |
| | | I-SLK4681 | 09 | -0004001 | OPERATING SUP 10840 2-200 OYAN | 050390 | 14.00 |
| | | I-SLK6881 | 09 | -0004001 | OPERATING SUP 14-4477-300 MAGENTA | 050391 | 19.00 |
| | | I-SLK6881 | 09 | -0004001 | OPERATING SUP 145447--200 YELLOW | 050392 | 19.00 |
| 01-000340 | JIM WOOD REFRIGERATION | | | | | | |
| | | I-10-11576 | 09 | -0004016 | REPAIRS-MAINT INSTANT 1.0 AMP HEAT PUMP | 010169 | 6,110.00 |
| 01-000717 | STANDARD MACHINE CO | | | | | | |
| | | I-010750 | 09 | -0004007 | OPERATING SUP METAL 10 INCH 40. P/R AC | 050419 | 175.00 |
| | | | | | TOTAL: | | 6,313.00 |

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 31

PACKET: 06189 CLAIMS FOR 5/11/10

VENDOR SET: 01

FUND : 30 ECONOMIC DEVELOPMENT

| VENDOR NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-----------------------------------|---------------|------------------|--|--------|-----------|
| 01-BROOKS BRAND CONSTRUCTION INC. | | | | | |
| | 1-PYMT #4 | 30-4011401 | ECONOMIC DEVE CHANGE ORDER #7 | 000006 | 88,573.43 |
| 01-NORTH MEHLBACH'S GRASSERY, INC | | | | | |
| | 1-MC-09-01-06 | 30-4011405 | ECONOMIC DEVE JEWEL EXT PROJECT | 000004 | 1,642.81 |
| 01-OSCEOLA COIA DEPT OF COMMERCE | | | | | |
| | 1 MAY 2010 | 30-4011410 | CHRG / EDIF T CHRG - FULL BUNT. #12040 | 000004 | 160.80 |
| | | | FUND 30 ECONOMIC DEVELOPMENT | TOTAL: | 89,985.47 |

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 01

PACKET: 00139 CLAIMS FOR 5-11/10

VENDOR SET: 01

FUND : 02 STATE & CONTRIBUTIONS

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-----------|-------------------------|----------------|------------------|--|--------|----------|
| 01-800067 | PANDERS NURSERY | | | | | |
| | | 1-0.9081 | 90-0010004 | EXPENSE FOR P & C TRUNK FOR PARKS | 050415 | 480.00 |
| 01-000418 | TULSA COUNTY PUBLIC FAC | | | | | |
| | | 1-001075081008 | 90-0010001 | TULSA PAIR BC TULSA COUNTY PUBLIC FACILITIES CUSID | | 500.00 |
| | | | | FUND 02 STATE & CONTRIBUTIONS TOTAL: | | 1,480.00 |

PACKET: 05119 CLAIMS FOR 5/11/10

VENDOR SET: 01

FUND: 41 CIP FUND

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHFC# | AMOUNT |
|----------|-----------------|---------|------------------|---------------------------------------|---------------------|------------|
| 01-MC394 | MCALISTER FENCE | | | | | |
| | | 1-01550 | 41 -156.41 | GARAGE BUILD: BUILT PIN FENCE & GATES | 05094 | 9,830.00 |
| | | | | FUND 41 CIP FUND | TOTAL: | 9,830.00 |
| | | | | | REPORT GRAND TOTAL: | 157,414.11 |

** ALL ACCOUNT TOTALS **

| YEAR | ACCOUNT | NAME | AMOUNT | GROUP BUDGET | |
|-----------|-------------|-----------------------------|-----------|---------------|-----------------------|
| | | | | ANNUAL BUDGET | BUDGET OVER AVAILABLE |
| 2009-2010 | 11 -0100 | CREDIT PAYABLE - COURT | 10,955.59 | | |
| | 11 -0101 | APIS PAYABLE - COURT | 3,657.49 | | |
| | 11 -0102 | FORENSIC PAYABLE - COURT | 3,804.87 | | |
| | 11 -0103 | CEN PAYABLE (COURT) | 10.00 | | |
| | 11 -0110009 | MISCELLANEOUS | 391.95 | 3,617 | 376.95 |
| | 11 -0110010 | OPERATING SUPPLIES | 40.10 | 3,000 | 304.96 |
| | 11 -0110017 | CONSULTANTS/LABOR RELATION | 4,443.80 | 10,000 | 554.99 |
| | 11 -0110030 | FILES & SUBSCRIPTIONS | 86.07 | 0,000 | 1,410.98 |
| | 11 -0110041 | EMPLOYEE TRAVEL & TRAINING | 414.36 | 1,100 | 436.11 |
| | 11 -0110050 | OPERATING SUPPLIES | 208.81 | 4,000 | 161.85 |
| | 11 -0110051 | EMPLOYEE TRAVEL & TRAINING | 51.73 | 3,100 | 1,041.83 |
| | 11 -0110052 | OPERATING SUPPLIES | 48.06 | 1,000 | 30.90 |
| | 11 -0110053 | OPERATING SUPPLIES | 809.87 | 6,000 | 469.74 |
| | 11 -0110054 | EMPLOYEE TRAVEL & TRAINING | 100.00 | 1,000 | 709.70 |
| | 11 -0110056 | FILES | 560.00 | 10,000 | 4,880.10 |
| | 11 -0110058 | CONSULTANTS | 0,000.00 | 10,000 | 46,169.40 |
| | 11 -0110059 | WORKER'S COMPENSATION | 0,000.00 | 300,000 | 104,890.91 |
| | 11 -0110060 | CONSULTANTS | 597.90 | 00,000 | 5,147.07 |
| | 11 -0110061 | EQUIPMENT RENTALS | 1,499.73 | 40,000 | 0,109.47 |
| | 11 -0110063 | ELECTRIC UTILITY | 156.18 | 360,000 | 147,940.98 |
| | 11 -0110064 | GAS UTILITY | 172.91 | 10,000 | 711.67 |
| | 11 -0110065 | TELEPHONE UTILITY | 1,146.49 | 64,000 | 11,000.49 |
| | 11 -0110067 | DAMAGES | 147.15 | 10,000 | 6,840.06 |
| | 11 -0110069 | LEASE PAYMENT | 0,663.96 | 10,000 | 11,681.10 |
| | 11 -0110069 | INCOME SOFTWARE MAINTENANCE | 500.00 | 0,000 | 700.00 |
| | 11 -0110070 | OPERATING EXPENSE | 79.96 | 4,000 | 1,116.04 |
| | 11 -0110071 | OPERATING SUPPLIES | 30.14 | 10,000 | 2,702.86 |
| | 11 -0110073 | EMPLOYEE TRAVEL & TRAINING | 170.50 | 0,000 | 1,143.78 |
| | 11 -0110074 | OPERATING SUPPLIES | 49.41 | 0,000 | 0,613.19 |
| | 11 -0110075 | OPERATING SUPPLIES | 173.76 | 10,000 | 0,711.40 |
| | 11 -0110076 | REPAIRS & MAINT SUPPLIES | 1,000.00 | 10,000 | 4,449.00 |
| | 11 -0110077 | SMALL TOOLS | 76.82 | 0,000 | 904.18 |
| | 11 -0110078 | CLOTHING ALLOWANCE | 871.92 | 11,000 | 0,419.08 |
| | 11 -0110079 | REPAIRS & MAINTENANCE | 1,304.42 | 10,000 | 0,085.11 |
| | 11 -0110080 | EMPLOYEE TRAVEL & TRAINING | 1,550.00 | 11,000 | 649.60 |
| | 11 -0110081 | OPERATING SUPPLIES | 63.96 | 10,000 | 4,367.06 |
| | 11 -0110082 | REPAIR & MAINT SUPPLIES | 553.95 | 1,000 | 104.61 |
| | 11 -0110083 | CONTRACTED SERVICES | 000.00 | 11,000 | 4,849.19 |
| | 11 -0110084 | OPERATING SUPPLIES | 0,113.79 | 00,000 | 1,757.14 |
| | 11 -0110085 | REPAIRS & MAINT SUPPLIES | 073.34 | 00,000 | 1,046.14 |
| | 11 -0110086 | REPAIRS & MAINTENANCE | 140.94 | 10,000 | 1,844.44 |
| | 11 -0110087 | EMPLOYEE TRAVEL & TRAINING | 00.00 | 1,000 | 001.01 |
| | 11 -0110088 | REPAIRS & MAINTENANCE | 1,000.00 | 0,000 | 1,760.00 |
| | 11 -0110089 | OPERATING SUPPLIES | 190.00 | 10,000 | 1,444.96 |
| | 11 -0110090 | CONTRACT LABOR | 660.00 | 10,000 | 6,336.00 |

** G/L ACCOUNT TOTALS **

| YEAR | ACCOUNT | NAME | AMOUNT | LINE ITEM | | GROUP BUDGET | |
|------|-------------|------------------------------|-----------|---------------|----------------------------|---------------|----------------------------|
| | | | | ANNUAL BUDGET | BUDGET OVER AVAILABLE BUDG | ANNUAL BUDGET | BUDGET OVER AVAILABLE BUDG |
| | 01 -5549000 | REPAIRS & MAINT SUPPLIES | 1,429.56 | 11,000 | 9,570.44 | | |
| | 01 -5549002 | REPAIRS & MAINTENANCE SUPP | 3,901.69 | 49,100 | 1,448.31 | | |
| | 01 -5550200 | OPERATING SUPPLIES | 490.47 | 1,547 | 104.53 | | |
| | 01 -5550300 | DOCS & SUBSCRIPTIONS | 394.00 | 1,100 | 706.00 | | |
| | 01 -5550400 | SAFETY SUPPLIES | 1,840.37 | 9,500 | 7,659.63 | | |
| | 01 -5550410 | AWARDS PROGRAM | 95.92 | 1,500 | 1,404.08 | | |
| | 01 -5560100 | OPERATING SUPPLIES | 67.86 | 1,500 | 1,432.14 | | |
| | 01 -5560200 | REPAIRS & MAINT SUPPLIES | 8,066.73 | 115,000 | 106,933.27 | | |
| | 01 -5560300 | OPERATING SUPPLIES | 118.31 | 1,500 | 1,381.69 | | |
| | 01 -5560400 | SMALL TOOLS | 203.90 | 1,100 | 896.10 | | |
| | 01 -5560500 | STREET REPAIRS & MAINTENANCE | 1,757.19 | 200,000 | 198,242.81 | | |
| | 01 -5560600 | CAPITAL PROJECTS-REPAIRS | 494.49 | 41,100 | 40,605.51 | | |
| | 02 -5010000 | OPERATING SUPPLIES | 1,019.21 | 15,500 | 14,480.79 | Y | |
| | 02 -5010000 | FUEL | 193.16 | 1,700 | 1,506.84 | | |
| | 02 -5060100 | WORKER'S COMPENSATION | 4,163.37 | 201,000 | 196,836.63 | | |
| | 02 -5060300 | CONSULTANTS | 597.50 | 18,100 | 17,502.50 | Y | |
| | 02 -5060400 | GAS UTILITY | 1,343.01 | 1,500 | 1,843.99 | | |
| | 02 -5060500 | DAMAGES | 6,000.00 | 64,500 | 58,500.00 | Y | |
| | 02 -5060600 | CDBG LOAN #840 | 1,145.43 | 15,100 | 13,954.57 | | |
| | 02 -5550000 | REPAIRS & MAINT SUPPLIES | 13,076.14 | 219,400 | 206,323.86 | | |
| | 02 -5560100 | PETROLEUM PRODUCTS | 4,246.75 | 201,700 | 197,453.25 | | |
| | 02 -5560200 | OPERATING SUPPLIES | 750.00 | 1,100 | 1,350.00 | | |
| | 02 -5560300 | REPAIRS & MAINT SUPPLIES | 1,173.50 | 31,244 | 29,070.50 | | |
| | 02 -5560400 | CAPITAL OUTLAY | 8,504.09 | 50,700 | 42,195.91 | | |
| | 02 -5560500 | OPERATING SUPPLIES | 420.05 | 1,500 | 1,079.95 | | |
| | 02 -5571200 | OPERATING SUPPLIES | 1,028.47 | 6,000 | 4,971.53 | | |
| | 02 -5970000 | OPERATING SUPPLIES | 148.64 | 3,500 | 3,351.36 | | |
| | 02 -5970100 | REPAIRS & MAINT SUPPLIES | 2,362.66 | 57,100 | 54,737.34 | | |
| | 02 -5970200 | LAB TESTING | 453.75 | 37,300 | 36,846.25 | | |
| | 02 -5970300 | REPAIRS & MAINTENANCE | 3,400.00 | 46,100 | 42,700.00 | | |
| | 02 -5970400 | CAPITAL PROJECT | 3,124.84 | 14,100 | 10,975.16 | | |
| | 02 -5970500 | REPAIRS & MAINT SUPPLIES | 1,999.38 | 47,100 | 45,100.62 | | |
| | 02 -5970600 | CHEMICALS | 21,377.43 | 500,100 | 486,722.57 | | |
| | 02 -5970700 | LAB TESTING | 5,661.65 | 44,000 | 38,338.35 | | |
| | 02 -5970800 | REPAIRS & MAINTENANCE | 5,707.65 | 33,100 | 27,392.35 | Y | |
| | 02 -5970900 | ADVERTISING & PRINTING | 1,112.14 | 2,000 | 887.86 | | |
| | 02 -5971000 | OPERATING SUPPLIES | 3,455.03 | 34,000 | 30,544.97 | | |
| | 02 -5971100 | CLOTHING ALLOWANCE | 100.00 | 1,100 | 999.00 | | |
| | 02 -5971200 | UTILITY MAINTENANCE SUPP. | 5,911.00 | 35,000 | 29,089.00 | | |
| | 02 -5971300 | REPAIRS & MAINTENANCE | 93.76 | 10,000 | 9,906.24 | | |
| | 02 -5971400 | DOCS & SUBSCRIPTIONS | 495.00 | 1,100 | 695.00 | | |
| | 02 -5971500 | EMPLOYEE TRAVEL & TRAINING | 265.00 | 100 | 165.00 | | |
| | 02 -5971600 | LAND IMPROVEMENTS | 320.00 | 3,000 | 2,680.00 | | |
| | 02 -5971700 | WATER MAIN REPAIR | 1,957.84 | 20,100 | 18,142.16 | | |
| | 02 -5971800 | LAND MAINTENANCE SUPP. | 36.00 | 3,000 | 2,964.00 | | |

** BAL AMOUNT TOTALS **

| YEAR | ACCOUNT | NAME | AMOUNT | ANNUAL BUDGET | LINE ITEM | BUDGET AVAILABLE | OTHER | GROUP BUDGET | BUDGET OTHER |
|-----------------------------|------------|-----------------------------|------------|---------------|-----------|------------------|-------|--------------|--------------|
| | 03 0876814 | GAS UTILITY | 82.89 | 510 | | 103.79 | | | |
| | 03 0876811 | PNB LOAN "1981" PAYMENTS | 2,110.00 | 30,111 | | 2,110.00 | | | |
| | 05 0049800 | CONTRACT SERVICES | 62.00 | 14,611 | | 1, 67.00 | | | |
| | 06 0049910 | TELEPHONE UTILITY | 134.84 | 1,411 | | 10.04 | Y | | |
| | 08 0066301 | SUB TITLE D EXPENSE | 17,169.09 | 100,909 | | 10,709.97 | | | |
| | 09 0066310 | OPERATING SUPPLIES | 249.89 | 7,510 | | 6,703.46 | | | |
| | 10 0066407 | REPAIR & MAINT SUPPLIES | 11.15 | 10,107 | | 1,444.17 | | | |
| | 01 0066401 | CONCRESSION SUPPLIES | 1, 14.05 | 20,101 | | 1,117.64 | | | |
| | 09 0066316 | REPAIRS & MAINTENANCE | 328.01 | 10,107 | | 1,311.16 | | | |
| | 08 0066401 | CAPITAL OUTLAY | 4, 04.40 | 10,010 | | 41,111.86 | | | |
| | 09 0066310 | OPERATING SUPPLIES | 270.67 | 10,010 | | 10,068.67 | | | |
| | 09 0066316 | REPAIRS-MAINTENANCE | 6,000.00 | 20,11 | | 7, 48.01 | | | |
| | 00 0011402 | ECONOMIC DEVELOPMENT FUND | 69,705.93 | 561,757 | | 37,107.64 | | | |
| | 00 0011110 | CDRG / HELP DEPARTMENT LOAN | 290.00 | 3,091 | | 1.00 | | | |
| | 00 0011114 | EXPENSE FOR PARK OTHER | 490.00 | 1,331 | | 710.00 | Y | | |
| | 02 0016011 | WILSA FAIR BOOTH EXPENSE | 900.00 | 1,461 | | 491.10 | | | |
| | 01 0066401 | GRABAGE BUILDING IMPROVEMEN | 9,830.00 | 10,101 | | 101.00 | | | |
| ** 2009-2011 YEAR TOTALS ** | | | 299,414.00 | | | | | | |

NO ERRORS

** END OF REPORT **

5/04/2010 10:00 AM

A F CHECK REGISTER

PAGE: 16

PACKET: DELEG CLAIMS FOR 5/11/10

VENTER BR: 01

BANK: 1 FNB FIRST NATIONAL BANK

| VENOR | NAME - ID# | DESC | CHECK
TYPE | CHECK
DATE | DISCOUNT | AMOUNT | CHECK
NO# | CHECK
AMOUNT |
|-------|------------|------|---------------|---------------|----------|--------|--------------|-----------------|
|-------|------------|------|---------------|---------------|----------|--------|--------------|-----------------|

** TRAILING PERIOD RECAP **

| FROM | PERIOD | AMOUNT |
|------|---------|--------------|
| 01 | 4/2010 | 25,101.0000 |
| 01 | 5/2010 | 60,000.0000 |
| 02 | 6/2010 | 900.0000 |
| 03 | 6/2010 | 100,000.0000 |
| 04 | 7/2010 | 1,000.0000 |
| 05 | 7/2010 | 100,000.0000 |
| 06 | 8/2010 | 10,000.0000 |
| 07 | 8/2010 | 1,000.0000 |
| 08 | 9/2010 | 1,000.0000 |
| 09 | 9/2010 | 10,000.0000 |
| 10 | 10/2010 | 10,000.0000 |
| 11 | 11/2010 | 10,000.0000 |
| 12 | 12/2010 | 10,000.0000 |
| 13 | 1/2011 | 10,000.0000 |
| 14 | 2/2011 | 10,000.0000 |
| 15 | 3/2011 | 10,000.0000 |
| 16 | 4/2011 | 10,000.0000 |
| 17 | 5/2011 | 10,000.0000 |
| 18 | 6/2011 | 10,000.0000 |
| 19 | 7/2011 | 10,000.0000 |
| 20 | 8/2011 | 10,000.0000 |
| 21 | 9/2011 | 10,000.0000 |
| 22 | 10/2011 | 10,000.0000 |
| 23 | 11/2011 | 10,000.0000 |
| 24 | 12/2011 | 10,000.0000 |
| 25 | 1/2012 | 10,000.0000 |
| 26 | 2/2012 | 10,000.0000 |
| 27 | 3/2012 | 10,000.0000 |
| 28 | 4/2012 | 10,000.0000 |
| 29 | 5/2012 | 10,000.0000 |
| 30 | 6/2012 | 10,000.0000 |
| 31 | 7/2012 | 10,000.0000 |
| 32 | 8/2012 | 10,000.0000 |
| 33 | 9/2012 | 10,000.0000 |
| 34 | 10/2012 | 10,000.0000 |
| 35 | 11/2012 | 10,000.0000 |
| 36 | 12/2012 | 10,000.0000 |
| 37 | 1/2013 | 10,000.0000 |
| 38 | 2/2013 | 10,000.0000 |
| 39 | 3/2013 | 10,000.0000 |
| 40 | 4/2013 | 10,000.0000 |
| 41 | 5/2013 | 10,000.0000 |
| 42 | 6/2013 | 10,000.0000 |
| 43 | 7/2013 | 10,000.0000 |
| 44 | 8/2013 | 10,000.0000 |
| 45 | 9/2013 | 10,000.0000 |
| 46 | 10/2013 | 10,000.0000 |
| 47 | 11/2013 | 10,000.0000 |
| 48 | 12/2013 | 10,000.0000 |
| 49 | 1/2014 | 10,000.0000 |
| 50 | 2/2014 | 10,000.0000 |
| 51 | 3/2014 | 10,000.0000 |
| 52 | 4/2014 | 10,000.0000 |
| 53 | 5/2014 | 10,000.0000 |
| 54 | 6/2014 | 10,000.0000 |
| 55 | 7/2014 | 10,000.0000 |
| 56 | 8/2014 | 10,000.0000 |
| 57 | 9/2014 | 10,000.0000 |
| 58 | 10/2014 | 10,000.0000 |
| 59 | 11/2014 | 10,000.0000 |
| 60 | 12/2014 | 10,000.0000 |
| 61 | 1/2015 | 10,000.0000 |
| 62 | 2/2015 | 10,000.0000 |
| 63 | 3/2015 | 10,000.0000 |
| 64 | 4/2015 | 10,000.0000 |
| 65 | 5/2015 | 10,000.0000 |
| 66 | 6/2015 | 10,000.0000 |
| 67 | 7/2015 | 10,000.0000 |
| 68 | 8/2015 | 10,000.0000 |
| 69 | 9/2015 | 10,000.0000 |
| 70 | 10/2015 | 10,000.0000 |
| 71 | 11/2015 | 10,000.0000 |
| 72 | 12/2015 | 10,000.0000 |
| 73 | 1/2016 | 10,000.0000 |
| 74 | 2/2016 | 10,000.0000 |
| 75 | 3/2016 | 10,000.0000 |
| 76 | 4/2016 | 10,000.0000 |
| 77 | 5/2016 | 10,000.0000 |
| 78 | 6/2016 | 10,000.0000 |
| 79 | 7/2016 | 10,000.0000 |
| 80 | 8/2016 | 10,000.0000 |
| 81 | 9/2016 | 10,000.0000 |
| 82 | 10/2016 | 10,000.0000 |
| 83 | 11/2016 | 10,000.0000 |
| 84 | 12/2016 | 10,000.0000 |
| 85 | 1/2017 | 10,000.0000 |
| 86 | 2/2017 | 10,000.0000 |
| 87 | 3/2017 | 10,000.0000 |
| 88 | 4/2017 | 10,000.0000 |
| 89 | 5/2017 | 10,000.0000 |
| 90 | 6/2017 | 10,000.0000 |
| 91 | 7/2017 | 10,000.0000 |
| 92 | 8/2017 | 10,000.0000 |
| 93 | 9/2017 | 10,000.0000 |
| 94 | 10/2017 | 10,000.0000 |
| 95 | 11/2017 | 10,000.0000 |
| 96 | 12/2017 | 10,000.0000 |
| 97 | 1/2018 | 10,000.0000 |
| 98 | 2/2018 | 10,000.0000 |
| 99 | 3/2018 | 10,000.0000 |
| 100 | 4/2018 | 10,000.0000 |
| 101 | 5/2018 | 10,000.0000 |
| 102 | 6/2018 | 10,000.0000 |
| 103 | 7/2018 | 10,000.0000 |
| 104 | 8/2018 | 10,000.0000 |
| 105 | 9/2018 | 10,000.0000 |
| 106 | 10/2018 | 10,000.0000 |
| 107 | 11/2018 | 10,000.0000 |
| 108 | 12/2018 | 10,000.0000 |
| 109 | 1/2019 | 10,000.0000 |
| 110 | 2/2019 | 10,000.0000 |
| 111 | 3/2019 | 10,000.0000 |
| 112 | 4/2019 | 10,000.0000 |
| 113 | 5/2019 | 10,000.0000 |
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| 260 | 8/2031 | 10,000.0000 |
| 261 | 9/2031 | 10,000.0000 |
| 262 | 10/2031 | 10,000.0000 |
| 263 | 11/2031 | 10,000.0000 |
| 264 | 12/2031 | |

RECEIVED


P. O. Box 13
McAlester, Oklahoma 74501
April 30, 2010

McAlester City Council
City of McAlester
1st & Washington
McAlester, Oklahoma 74501

Re: **JUNETEENTH CELEBRATION**
SATURDAY, JUNE 19, 2010

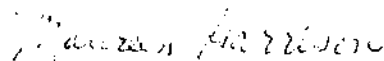
Gentlemen:

This letter is our request to get approval to use the Michael J. Hunter Park, 14th & Chickasaw, McAlester on Saturday, June 19, 2010, for the annual Juneteenth Celebration. The hours will be from 9:00 a.m. until 5:00 p.m.

Juneteenth commemorates June 19, 1865 as the day Galveston, Texas and surrounding states received the news of the Emancipation Proclamation of 1863. It is an historical event and is celebrated as an educational investment for our community.

Thank you for your assistance.

Sincerely,



Maureen Harrison
Publicity Chairperson
Pittsburg County Chapter NAACP

xc: Miller Newman, President
File

(918) 423-6396



McAlester City Council

AGENDA REPORT

Meeting Date: May 11, 2010
Department: Finance
Prepared By: Gayla Duke
Date Prepared: May 3, 2010

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

Subject

Consider and accept presentation of the Audited Financial Statements and Independent Auditor's Report for Fiscal Year ending June 30, 2009.

Recommendation

Consider and act upon accepting the annual audit for FY 08-09 for the City of McAlester.

Discussion

Approved By

Department Head
City Manager

Initial
GDD

PJS

Date

05/04/10

05/04/10



McAlester City Council

AGENDA REPORT

| | | | |
|----------------|----------------------|------------------|---|
| Meeting Date: | May 11, 2010 | Item Number: | 2 |
| Department: | Finance Department | | |
| | Gayla D. Duke, Chief | | |
| Prepared By: | Financial Officer | Account Code: | |
| Date Prepared: | May 3, 2010 | Budgeted Amount: | |
| | | Exhibits: | 1 |

Consider, and act upon, authorizing the Mayor to sign an Engagement Letter with Crawford and Associates, P.C., for the period from July 1, 2010 through June 30, 2011.

Recommendation

Motion to authorize the Mayor to sign an Engagement Letter with Crawford and Associates, P.C.

Discussion

Annually, Crawford and Associates, P.C., submits an Engagement Letter for City Council consideration and possible approval, which covers accounting services that they may provide the City during the term of the agreement.

Approved By

| | Initial | Date |
|-----------------|----------------|----------|
| Department Head | GDD | 05/04/10 |
| City Manager | PJS <i>PJS</i> | 05/05/10 |



April 20, 2010

Honorable Mayor and Members of the City Council
City of McAlester
P.O. Box 578
McAlester, OK 74502-0578

To the Honorable Mayor and Members of the City Council:

Crawford & Associates, P.C. is pleased that the City of McAlester (the City) continues to express its confidence in our firm and our state and local government expertise. We look forward to a continued long and successful relationship as an integral financial management resource to the City of McAlester management and governing body.

We are prepared to provide a full range of accounting and consulting services to the City of McAlester contingent upon approval of your management and/or governing body. The purpose of this engagement letter is to identify the scope of available services from Crawford & Associates, the specific initial services requested at this time, and to confirm the terms, objectives, and limitations of our engagement services.

Scope of Services

The scope of professional services that are available and can be provided to the City of McAlester are outlined below under the heading *Scope of Available Services*. While this listing includes a range of services available from Crawford & Associates, the specific initial services requested to be provided at the current time are separately identified under the heading *Initial Services Requested*. Any additional services that are available from Crawford & Associates beyond these initially requested services can be provided upon subsequent specific request and agreement.

Scope of Available Services

- Compilation of Annual Financial Statements (Restricted for Management Use Only)
- General Accounting and Advisory Assistance
- Budget Preparation and Amendment Assistance
- Capital Asset Records and Accounting Assistance
- Information Technology System Assistance
- Internal Control Policies and Procedures Assistance
- Labor Relations Consulting
- Laws and Regulations Compliance Assistance
- Investigation of Allegations or Concerns
- Tax and Other Regulatory Report Assistance

Initial Services Requested

- Compilation of Annual Financial Statements (Restricted for Management Use Only)
- General Accounting and Advisory Assistance

Services Related to the Compilation of Annual Financial Statements

The objective of a compilation is to assist you in presenting financial information in the form of financial statements. We will utilize information that is your representation without undertaking to obtain any assurance that there are no material modifications that should be made to the financial statements in order for the statements to be in conformity with the applicable financial reporting framework defined below.

Applicable Financial Reporting Framework

In regards to the applicable financial reporting framework to be used in the compilation of the annual financial statements, it is our understanding that:

- a. Management has elected to present the annual financial statements in accordance with *accounting principles generally accepted in the United States of America*.
- b. Management understands the applicable financial reporting framework and has taken the necessary steps to determine that it is an appropriate and acceptable framework for meeting its financial reporting needs.
- c. While management ultimately intends to use the audited financial statements for general use, management intends for these compiled financial statements to be used solely for providing such statements to the City's external financial statement auditor for their use in conducting the financial statement audit. Therefore, such compiled financial statements will be restricted for management's use only.

Crawford & Associates' Responsibilities

We will compile, from information you provide, the annual financial statements of the financial reporting entity of the City of McAlester as of and for the year ended June 30, 2010. Such financial statements will include the following to the extent they apply to the applicable financial reporting framework defined above:

- a. Management's Discussion and Analysis
- b. Basic Financial Statements
- c. Required Supplementary Information
- d. Other Supplementary Information (to the extent management elects to include)

We will disclose to you any known and uncorrected departures from the applicable financial reporting framework identified in the compilation of the annual financial statements.

We are responsible for conducting the engagement in accordance with the Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants (AICPA) that are applicable to compiled financial statements that are not intended for use by third parties.

The compilation engagement services will result in compiled annual financial statements that are restricted as to use by management solely for the purpose of providing such compiled financial statements to the external auditor for the conduct of the annual financial statement audit. As provided for in the AICPA's Standards for Accounting and Review Services for compilations not expected to be used by third parties, we will not issue a compilation report in conjunction with these compiled financial statements, and instead, we will use this engagement letter as documentation and confirmation of your understanding of the services to be performed and the limitations on the use of the compiled financial statements. As such, we will follow the applicable AICPA guidance and mark each page of the compiled financial statements as "Restricted for Management's Use Only".

Management's Responsibilities

In conjunction with the compilation of the annual financial statements, management is responsible for:

- a. the preparation and fair presentation of the financial statements in accordance with the applicable financial reporting framework as defined above, including all necessary informative disclosures;
- b. designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements;
- c. preventing and detecting fraud;
- d. identifying and ensuring that the entity complies with the laws and regulations applicable to its activities; and
- e. making all financial records and related information available to us.

Limitations of a Compilation

A compilation differs significantly from a review or an audit of financial statements. A compilation does not contemplate performing inquiry, analytical procedures, or other procedures performed in a review. Additionally, a compilation does not contemplate obtaining an understanding of the entity's internal control; assessing fraud risk; testing accounting records by obtaining sufficient appropriate audit evidence through inspection, observation, confirmation, or the examination of source documents (for example, cancelled checks or bank images); or other procedures ordinarily performed in an audit.

Accordingly, we will not express an opinion or provide any assurance regarding the financial statements being compiled.

Our engagement cannot be relied upon to disclose errors, fraud, or illegal acts. However, we will inform the appropriate level of management of any material errors, and of any evidence or information that comes to our attention during the performance of our compilation procedures that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our compilation procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential.

The financial statements will not be accompanied by an accountant's report and are for management's use only and are not to be used by a third party. Your external financial statement auditor is not considered a third party for these purposes.

Management's Acknowledgements

In regards to the compilation of the annual financial statements, by signing this engagement letter, management acknowledges its understanding and acceptance of the following:

- a. That the nature and limitations of the compilation services and the restricted use of such financial statements only by the external auditor in conjunction with the financial statement audit;
- b. That a compilation is limited to presenting, in the form of financial statements, information that is the representation of management; and the work performed by Crawford & Associates in compiling the annual financial statements cannot be relied upon to disclose errors, fraud, or illegal acts;
- c. That the financial statements will not be audited by Crawford & Associates and no opinion or any other form of assurance on the financial statements will be provided in conjunction with the compilation;
- d. That management has knowledge about the nature of the procedures to be applied and the applicable financial reporting framework and assumptions to be used in the preparation of the financial statements;

- e. That the compiled financial statements are not to be used by any third parties for any purpose (the financial statement auditor is not considered to be a third party); and
- f. That management is ultimately responsible for the fair presentation of the financial statements and management will make such representations to the external auditors.

Other Requested and Available Services

In conjunction with the other requested and available services (other than the compilation of the annual financial statements) as identified in the Scope of Services section of this letter, Crawford & Associates will be responsible for providing such services upon request in accordance with the applicable professional standards of the AICPA. It is anticipated that most if not all of these other services will be performed in accordance with the standards applicable to consulting services as prescribed by the AICPA.

Crawford & Associates, is not obligated to, but may report or otherwise communicate to management any recommendations, it determines necessary, resulting from the professional services provided.

Management and the governing body will be responsible for establishing the scope of our other professional services to be provided and for providing the necessary resources allocated to the work; such responsibility includes determining the nature, scope, and extent of the services to be performed, providing sufficient appropriation for the estimated cost of these services, providing overall direction and oversight for each service, and reviewing and accepting the results of the work.

Access to Working Papers and Reports

Any working papers prepared by Crawford & Associates in connection with performing the compilation and other professional services are the property of Crawford & Associates. Upon request, copies of any or all working papers and reports that we consider to be nonproprietary will be provided to management. Management may make such copies available to its external auditors and to certain regulators in the exercise of their statutory oversight responsibilities. Such copies may not be made available to any other third party without the prior written consent from Crawford & Associates.

Fees and Costs

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

Standard Hourly Rates:

- Firm Chairman Emeritus and Firm President \$200
- Other Firm Shareholders/Owners and Managers \$135
- Accounting & Consulting Staff \$95
- Clerical Staff \$30

Because Crawford & Associates has no direct control over the type and amount of services requested by the management or the governing body during the term of this engagement, nor does Crawford & Associates have direct control over the quality of your accounting system or records, potential turnover of your staff, or your staffing levels, resources, or capabilities, it is impractical for us to provide an accurate amount of hours that will be required for the services requested or a not-to-exceed limit on fees and expenses charged. We will rely on you to provide us with a copy of approved purchase orders, containing estimated fees and expenses, monitor the cumulative fees and expenses charged, and notify us if and when the cumulative amount approaches the total appropriated level estimated. You also agree to provide sufficient appropriation for all services requested prior to the services being performed. For purposes of purchase order preparation, we will be glad to provide you with an estimated range of fees and expenses upon request.

The City agrees to provide sufficient appropriation for all services requested prior to the services being performed. For purposes of purchase order preparation, we will be glad to provide the City with an estimated range of fees and expenses upon request.

The term of this engagement is a period from July 1, 2010 through June 30, 2011. Crawford & Associates may perform additional services upon receipt of a formal request from management or the governing body with terms and conditions that are acceptable to both parties.

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

Acceptance

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

Respectfully submitted and agreed to by,



Frank Crawford
Crawford and Associates, P.C.

Accepted and agreed to for the City of McAlester:

By: _____

Title: _____

Date: _____

Transmission Report

Date/Time
Local ID 1
Local ID 2

03-05-2010
9184214970

05:57:46 p.m.

Transmit Header Text
Local Name 1
Local Name 2

Line 1 City of McAlester
Line 2

TO Joe
From: Pete

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



April 20, 2010

Honorable Mayor and Members of the City Council
City of McAlester
P.O. Box 578
McAlester, OK 74502-0578

To the Honorable Mayor and Members of the City Council:

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We are prepared to provide a full range of accounting and consulting services to the City of McAlester contingent upon approval of your management and/or governing body. The purpose of this engagement letter is to identify the scope of available services from Crawford & Associates, the specific initial services requested at this time, and to confirm the terms, objectives, and limitations of our engagement services.

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- Internal Control Policies and Procedures Assistance
- Labor Relations Consulting
- Laws and Regulations Compliance Assistance
- Investigation of Allegations or Concerns
- Tax and Other Regulatory Report Assistance

Initial Services Requested

- Compilation of Annual Financial Statements (Restricted for Management Use Only)
- General Accounting and Advisory Assistance

T: 405-691-5550
F: 405-691-5646 | W: www.crawfordcpas.com
E: info@crawfordcpas.com | 10308 Greenbrier Place, Oklahoma City, OK 73159

Total Pages Scanned : 5

Total Pages Confirmed : 6

| No. | Job | Remote Station | Start Time | Duration | Pages | Line | Mode | Job Type | Results |
|-----|-----|----------------|--------------------------|----------|-------|------|------|----------|---------|
| 001 | 650 | 9184234243 | 05:53:32 p.m. 03-05-2010 | 00:03:27 | 6/5 | 1 | EC | HS | CP14400 |

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: Fail

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

G3: Group 3
EC: Error Correct



McAlester City Council

AGENDA REPORT

Meeting Date: May 11, 2010
Department: City Manager
Prepared By: Peter J. Stasiak
Date Prepared: May 4, 2010

Item Number: 3
Account Code: N/A
Budgeted Amount: N/A
Exhibits: 2

Subject

TABLED - Consider, and act upon, authorizing the Mayor to sign a contract upon City Attorney review with Allied Waste Services of Alderson for the City of McAlester's solid waste collection, removal and disposal.

Recommendation

Motion to accept the Allied Waste Services (AWS) of Alderson proposal subject to review by the City Attorney.

Discussion

The City Council held workshops on March 4, 2010 and April 6, 2010, to discuss the City of McAlester's options for solid waste collection, removal and disposal. An analysis of the recent proposals, including the City's cost of residential curbside pickup, was presented. The staff's recommendation is to accept the AWS proposal for solid waste collection, removal and disposal.

Approved By

| | <i>Initial</i> | <i>Date</i> |
|-----------------|------------------------|-------------|
| Department Head | PJS | 05/04/10 |
| City Manager | PJS <i>[Signature]</i> | 05/04/10 |

CITY OF MCALESTER
SOLID WASTE PRICING STRUCTURE COMPARISON
5/11/2010

| <u>CURRENT PRICING</u> | <u>MONTHLY RATE</u> | <u>PROPOSED PRICING</u> | <u>MONTHLY RATE</u> |
|--|---------------------|--|---------------------|
| <u>Residential Customers:</u> | | <u>Residential Customers:</u> | |
| Customer supplied trash cans twice/week | | AWS supplied 95 gallon poly-cart once/week | |
| | | Charge from Allied Waste to City | \$ 8.95 |
| | | City Administrative Fee (Note 1) | 5.00 |
| | | Cubic yardage fee (Note 2) | 4.00 |
| Total Base Rate | \$ 18.16 | Total Base Rate | \$ 17.95 |
| Landfill fee (Note 3) | 4.16 | Landfill fee (Note 3) | 4.16 |
| Use fee (Note 5) | 0.26 | Recycling fee (Note 4) | 0.40 |
| Total Residential Rate | \$ 22.58 | Total Residential Rate | \$ 22.51 |
| <u>Commercial Customers:</u> | | <u>Commercial Customers:</u> | |
| Customer supplied cans < 1 yard | | AWS supplied 95 gallon poly-cart once/week | |
| | | Charge from Allied Waste to City | \$ 15.00 |
| | | City administration fee (Note 1) | 5.00 |
| | | Cubic yardage fee (Note 2) | 4.00 |
| Total Base Rate | \$ 19.33 | Total Base Rate | \$ 24.00 |
| Landfill fee (Note 3) | 4.16 | Landfill fee (Note 3) | 4.16 |
| Use fee (Note 5) | 0.26 | Recycling fee (Note 4) | 0.40 |
| Total Commercial Rate | \$ 23.75 | Total Commercial Rate | \$ 28.56 |
| <u>Commercial Customers:</u> | | <u>Commercial Customers:</u> | |
| Customer supplied 1 yard dumpster twice/week | | AWS supplied 2 yard dumpster once/week | |
| | | Charge from Allied Waste (\$3.50/c.y.) | \$ 30.31 |
| | | City administration fee (Note 1) | 5.00 |
| | | Cubic yardage fee (Note 2) | 4.33 |
| Total Base Rate | \$ 24.62 | Total Base Rate | \$ 39.64 |
| Landfill fee (Note 3) | 4.16 | Landfill fee (Note 3) | 4.16 |
| Use fee (Note 5) | 0.26 | Recycling fee (Note 4) | 0.40 |
| Total Commercial Rate | \$ 29.04 | Total Commercial Rate | \$ 44.20 |

Notes:

1. \$5.00 charge per solid waste customer to cover billing, collection and customer service costs for City.
2. Cubic yardage fee is a city imposed fee of \$0.50/c.y. with a minimum charge of \$4.00 per month.
3. Landfill fee will be used for daily cover, operating expenses, closing and post closing costs for the city landfill.
4. Recycling fee recovers the annual charge from Allied Waste to staff and operate a city recycling center.
5. Use fee will be eliminated.

CONTRACT
FOR

SOLID WASTE COLLECTION,
REMOVAL and DISPOSAL SERVICES

This CONTRACT, made and entered into this _____ day of _____, 2010, by and between the McAlester Public Works Authority, a Public Trust in which the City of McAlester holds the beneficial interest, hereinafter referred to as "AUTHORITY" and

hereinafter referred to as "CONTRACTOR."

WHEREAS, the CONTRACTOR did on the _15th_ day of _December_____, 2009, submit a PROPOSAL pursuant to a Request for Proposals as approved by the McAlester Public Works Authority to collect and remove all residential and commercial solid waste within the City of McAlester and to perform other such work as may be incidental thereto, for the period from February 1, 2010, through January 31, 2020, inclusive; all of the expense of every nature and kind incurred in solid waste collection and removal is during period #1 and in solid waste collection, removal and disposal during period #2.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants herein contained, it is understood and agreed by and between CONTRACTOR and AUTHORITY that:

- I. The term of this CONTRACT is from February 1, 2010 to January 31, 2020. Divided into two (2) periods as follows:

Period #1 – February, 2010 to October 1, 2010

Period #2 – October 2, 2010 to January 31, 2020

- The PROPOSAL will be awarded in two (2) CONTRACT Periods. Period #1 will require the CONTRACTOR to provide solid waste collection, removal and disposal at the City of McAlester landfill. Period #2 will require the CONTRACTOR to provide solid waste collection, removal and disposal at a landfill provided by the CONTRACTOR. The selected CONTRACTOR will be required to provide to the AUTHORITY all necessary documentation proving that the CONTRACTOR has a valid landfill disposal CONTRACT and that the landfill has sufficient life to assure the AUTHORITY that the CONTRACTOR can meet the requirements of this CONTRACT.
- The SCHEDULE OF QUOTES for Period #2 shall include all fee's, taxes, charges, etc., and shall be included in the quoted prices.

The Terms and Conditions of this CONTRACT shall be reviewed on June 1 during each year of the CONTRACT and may be ratified or renewed with changes agreeable to the CONTRACTOR and the AUTHORITY.

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- II. The above referenced PROPOSAL, the Request for Proposals, General and Special Conditions, Performance, Payment and Guarantee Bonds are expressly made a part of this CONTRACT by reference as though fully set out verbatim herein.
- III. The AUTHORITY agrees to pay and the CONTRACTOR agrees to accept, in full consideration for the performance of the CONTRACTOR's obligations, compensation to be computed at the UNIT PRICES set forth in the Schedule of Quotes.

This CONTRACT covers the Basic Residential and Commercial Services as set forth in the PROPOSAL and in the Schedule of Quotes.

- IV. This CONTRACT constitutes the entire agreement and understanding between the parties hereto, and shall not be modified, altered, changed, or amended in any respect unless in writing and signed by both parties hereto.

If the AUTHORITY participates with the CONTRACTOR in any cost reduction programs, efficiency studies, or studies of innovative methods or equipment, or take any action that results in cost savings for the CONTRACTOR, the AUTHORITY shall receive rate decreases equal to a minimum of fifty percent (50%) of the savings realized by the CONTRACTOR.

- V. CONTRACTOR shall conform to all laws, ordinances, rules and regulations applicable to this CONTRACT.
- VI. CONTRACTOR shall indemnify; save and hold harmless the AUTHORITY, the City, their officers, employees and agents from all claims, suits or actions of whatever kind or character made upon or brought against the City or AUTHORITY, their officers, employees or agents, for or on account of any injuries or damage received or sustained by any party or parties by or from the acts of said CONTRACTOR or its servants, agents, employees and subcontractors, in doing the work and rendering the services herein contracted for, or by or in consequence of any negligence in operations or any improper equipment or material used, or by or on account of any act or omission of CONTRACTOR or servants, agents, employees or subcontractors and also from all claims of damage for infringement of any patent in fulfilling this CONTRACT. This indemnity shall include attorney's fees and costs and all other costs and expenses incurred in the defense of any suit.
- VII. CONTRACTOR shall not assign this CONTRACT to another party, company, partnership, or corporation without specific approval in writing from the AUTHORITY.
- VIII. CONTRACTOR shall pay all just claims due for the payment of all employees and mechanics for labor that shall be performed, for the payment of all material and equipment furnished, and for the payment of material, equipment and facilities rented which is actually used or rented in the performance of this CONTRACT

CONTRACTOR shall submit evidence satisfactory to the AUTHORITY that all payrolls, equipment, materials or facility bills, and other indebtedness pertaining to the performance of this CONTRACT have been paid.

- IX. In the event that it shall become impossible or unlawful for CONTRACTOR to continue the performance of this CONTRACT by reason of an Act of God, an Act of the Legislature herein after passed, by Act of the City or AUTHORITY, or by reason of a final order by the court of record in proceedings not instituted by or acquiesced in by the CONTRACTOR, directly or indirectly, and not due to any negligence upon the CONTRACTOR, the CONTRACTOR shall not be liable for damage for consequences arising solely out of such impossibility.
- X. This CONTRACT shall not constitute a franchise or an exclusive right to collect solid waste for roll-off containers within the corporate limits of the City of McAlester.
- XI. This CONTRACT shall be governed by the laws of the State of Oklahoma both as to interpretation and performance.
- XII. The CONTRACTOR may submit a copy of their standard CONTRACT for services, however the AUTHORITY reserves the right to change, amend or use its CONTRACT as contained in this PROPOSAL.

In witness whereof, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at McAlester, Oklahoma, this _____ day of _____, 2010.

MCALESTER PUBLIC WORKS AUTHORITY

By: _____
Kevin Priddle
Mayor

(SEAL)

ATTEST:

Cora Middleton
City Clerk

Allied Waste Services of Alderson
Name of CONTRACTOR

By: Bob Mathis

General Manager
Title

(SEAL)

ATTEST:

Secretary

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

_____ as PRINCIPAL, and

_____ as SURETY, are hereby held and firmly bound unto the McAlester Public Works Authority, a Municipal Authority in the sum of _____ Dollars (\$ _____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION is such that whereas the PRINCIPAL entered into a certain CONTRACT for Services with the McAlester Public Works Authority, a Municipal Authority, dated the _____ day of _____, 2010, a copy of which is hereto attached and made a part hereof for solid waste collection, removal and disposal for the City of McAlester.

NOW THEREFORE, if the PRINCIPAL shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and requirements of said CONTRACT for Services during the first CONTRACT period thereof, and if he shall satisfy all claims and demands incurred under such CONTRACT, and shall fully indemnify and save harmless the City of McAlester from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the City of McAlester all outlay and expense which the City of McAlester may incur in making good any default, that this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the CONTRACT for Services or the Services to be provided there under or the Provisions accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the CONTRACT for Services or to the Services or to the Provisions.

PROVIDED, FURTHER, that no final settlement between the McAlester Public Works AUTHORITY and the PRINCIPAL shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by proper officers, the day and year first set forth above.

IN WITNESS WHEREOF, this instrument is executed in triplicate, this _____ day of _____, 2010.

Principal

ATTEST

By: _____

(Witness as to Principal)

(Address)

Surety

ATTEST

By: _____

(Witness as to Surety)

(Address)

By: _____

Attorney-in-Fact

(Address)

NOTE: Date of BOND must not be prior to the date of the CONTRACT. If PRINCIPAL is a partnership, all partners should execute BOND.

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list [Circular 570 as amended] and be authorized to transact business in the state where the project is located.

GENERAL AND SPECIAL PROVISIONS
FOR

SOLID WASTE COLLECTION,
REMOVAL and DISPOSAL SERVICES

1.0 - DEFINITIONS

1.1 For the purposes of this CONTRACT, the following definitions shall apply in addition to the provisions of the Municipal Code of the City of McAlester in effect as of the date of this CONTRACT and including any amendments and/or revisions of said Code during the term of this CONTRACT.

- a. *AUTHORITY*- Means the McAlester Public Works Authority.
- b. *Bags* - Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top.
- c. *Bin* - Metal receptacle designed to be lifted and emptied mechanically for use only at commercial and industrial units.
- d. *Bulky Waste* - Stoves, refrigerators, water tanks, washing machines, furniture and other waste materials other than construction debris, dead animals, hazardous waste or stable matter with weights or volumes greater than those allowed for bins or containers, as the case may be.

Bulky waste items which typically contain refrigerants such as Freon will not be accepted unless the person disposing of such items provides the CONTRACTOR with an acceptable written certification that the refrigerant has been removed in accordance with the procedures established under E.P.A.'s CFC Recycling and Disposal Rule of 1993 (40 CFR 82.156 (g) or (h)).

- e. *Bundle* - Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding three and one-half (3 ½) feet in length or 50 pounds in weight.
- f. *City* - Means the City of McAlester or any other entity or department of the City.
- g. *Collection Point* - The point at which the waste will be picked up at the residential unit. This is either house-side or alley or curbside.
- h. *Commercial and Industrial Refuse* - All bulky waste, construction debris, garbage, rubbish and stable matter generated by a producer at a commercial or industrial unit.
- i. *Commercial and Industrial Unit* - All premises, locations or entities, public or private, requiring refuse collection within the corporate limits of the City, not a residential unit.
- j. *Construction debris* - Waste building materials resulting from construction, remodeling, repair or demolition operations.
- k. *Container (poly cart)* - A receptacle with a capacity of 95 gallons constructed of plastic or other approved material, having handles of adequate strength for lifting, and having a tight fitting lid capable of preventing entrance into the container by

vectors. One shall be supplied by the CONTRACTOR to each residential unit, and each commercial unit as needed. Care, custody and cleaning shall be the responsibility of the customer. The CONTRACTOR shall replace up to fifty (50) carts at no cost.

- l. *CONTRACTOR* - The person, corporation or partnership performing refuse collection and landfill operation under CONTRACT with the City.
- m. *Curbside* - That area within four feet of the curb line of the street or public alley from which a residence, property or institution is serviced.
- n. *Dead Animals* - Animals or portions thereof equal to or greater than 10 lbs. in weight that have expired from any cause.
- o. *Director* - Shall mean the Public Works Director of the City of McAlester or any designated representative.
- p. *Disposal Site* - A refuse depository, including but not limited to the landfill and other sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved to receive for processing or final disposal of refuse and dead animals by all governmental bodies and agencies having jurisdiction and requiring such licenses permits or approvals.
- q. *Garbage* - Any and all dead animals of less than 10 lbs. in weight; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains, or other animal or vegetable matter (including, but not by way of limitation, used tin cans or other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents;) except (in all cases) any matter included in the definition of bulky waste, construction debris, dead animals, hazardous waste, rubbish or stable matter.
- r. *Hazardous Waste* - Any chemical, compound, mixture, substance or article which is designated by the E.P.A. or appropriate agency of the State to be "hazardous" as that term is defined by or pursuant to federal or state law.
- s. *House-side* - refers to all of the following:
 - (1) Where serviced from the street, that area no further from the street than within four feet of the rear corner of the residence and/or building in a location outside any enclosed or fenced portion of the premises that does not have an open gate or other opening.
 - (2) Where serviced from an alley in the rear of the premises, that area closest to the alley and adjacent to the property line, but outside of any enclosed or fenced portion of the premises which does not have an open gate or other opening.

- (3) A location designated by the Director when the physical conditions of the premises make it impractical or impossible to conform to (1) or (2) above.
- (4) House-side Handicapped. A location designated by the Director when the physical conditions of the resident, either permanent or temporary, is such that he/she can not physically maneuver a receptacle to the designated pick-up area.
- t. *Producer* - An occupant of a commercial and industrial unit or a residential unit who generates refuse.
- u. *Refuse* - This term shall refer to residential refuse and bulky waste, construction debris and stable matter generated at a residential unit, unless the context otherwise requires, and commercial and industrial refuse.
- v. *Residential Refuse* - All garbage and rubbish generated by producer at a residential unit.
- w. *Residential Unit* - A dwelling occupied by a person or group of persons comprising not more than four families. A residential unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as a residential unit, except that each single family dwelling within any such residential unit shall be billed separately as a residential unit.
- x. *Rubbish* - All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of bulky waste, construction debris, dead animals, garbage, hazardous waste or stable matter. The collection point will be at curbside or alley.
- y. *Stable Matter* - All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

2.0 - INDEMNITY AND INSURANCE

- 2.1 The CONTRACTOR will indemnify, save harmless and exempt the McAlester Public Works Authority, the City of McAlester, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees incident to any work done in the performance of this CONTRACT arising out of a willful or negligent act or omission of the CONTRACTOR, its officers, agents, servants, and employees; provided, however, that the CONTRACTOR shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees arising out of a willful or negligent act or omission of the AUTHORITY, the City of McAlester, its officers, agents, servants and employees, or third parties.
- 2.2 The CONTRACTOR shall at all times during the CONTRACT maintain, in full force and effect, Employer's Liability, Workmen's Compensation, Public Liability and Property Damage Insurance, including contractor liability coverage for the provisions of Section 2.0. ALL insurance shall be by such insurers and for policy limits acceptable to the AUTHORITY. Before commencement of work hereunder, the CONTRACTOR shall furnish the AUTHORITY certificates of insurance or other evidence satisfactory to the AUTHORITY, to the effect that such insurance has been procured and is in force. Insurance certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is issued, and the coverage's stated are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice shall be given the certificate holder."

- 2.3 For the purpose of this CONTRACT, the CONTRACTOR shall carry no less than the minimum insurance coverage as specified below:

| Coverage | Limits of Liability |
|--------------------------------------|-----------------------------|
| Workmen's Compensation | Statutory |
| Employer's Liability | \$ 500,000 |
| Bodily Injury Liability... | \$ 500,000 each occurrence |
| Except Automobile | \$1,000,000 aggregate |
| Property Damage Liability | \$ 500,000 each occurrence |
| Except Automobile | \$ 500,000 aggregate |
| Automobile Bodily Injury | \$ 500,000 each person |
| Liability | \$ 500,000 each occurrence |
| Automobile Property Damage Liability | \$ 500,000 each occurrence |
| Excess Umbrella Liability | \$5,000,000 each occurrence |

- 2.4 It is expressly understood and agreed that the CONTRACTOR is an independent CONTRACTOR and that the CONTRACTOR and its employees are not employees of the City of McAlester, and that the City of McAlester is not to provide Workmen's Compensation, health or accident insurance, general liability insurance, or any other form of insurance coverage of any kind which would cover the CONTRACTOR or its employees, if any, in and under the terms of this CONTRACT.

3.0 - BONDING REQUIREMENTS

- 3.1 The successful CONTRACTOR shall be required to furnish a PERFORMANCE BOND acceptable to the AUTHORITY in an amount equal to one hundred percent (100%) of the total annual quote for solid waste collection, removal and disposal services for the period of the CONTRACT. The CONTRACTOR shall have twenty (20) days following written notification from the AUTHORITY to provide such a bond.
- 3.2 A Performance Bond shall also be required for each subsequent period of the CONTRACT and shall be presented to the AUTHORITY by the CONTRACTOR no later than sixty (60) days prior to the beginning of the subsequent period of the CONTRACT. The PERFORMANCE BOND amount required for each subsequent year of the CONTRACT shall be equal to one hundred percent (100%) of the quoted cost of solid waste collection, removal and disposal services for that year.
- 3.3 PERFORMANCE BONDS provided to the AUTHORITY by the CONTRACTOR shall guarantee the performance of the CONTRACTOR under the terms and conditions of these specifications and the CONTRACT for services between the parties.

4.0 - SCOPE OF SERVICE

- 4.1 The CONTRACTOR shall provide solid waste collection, removal and disposal services to all residential, commercial and industrial premises in accordance with the following:
- 4.1.1 Premises to which the City of McAlester, hereinafter referred to as "CITY" provides services at the time the CONTRACTOR begins operations, as determined by utility billing and refuse routes.
- 4.1.2 Premises not serviced by the City at the time CONTRACTOR begins operations shall be serviced by the CONTRACTOR on the first regularly scheduled day after receiving written instructions to do so from the Director, so long as they are either on an existing route or within one mile of an existing service and meet the following criteria, or in any newly annexed area of the City:
- (a) One residence with no adjacent residence must be within 1/10 mile of a service route.
 - (b) Two adjacent residences must be within 2/10 mile of a service route.
 - (c) Three adjacent residences must be within 3/10 mile of a service route.
 - (d) Four adjacent residences must be within 4/10 mile of a service route.
 - (e) Five adjacent residences must be within 5/10 mile of a service route.
 - (f) Six or more adjacent residences must be within one mile of an existing service route.
- 4.2 The CONTRACTOR may refuse to service a location as specified only when one or more of the following conditions exist:
- 4.2.1 When solid waste is not placed in approved containers or in the required pick-up areas. The CONTRACTOR shall advise in writing, the person or company affected by refusal to collect.
- This notice shall be given by affixing a red tag to the container. The form and information on the tag must be approved by the Director. A copy of the notice or record of same shall be submitted to the Director within twenty-four (24) hours listing date, time, reason, and address where refuse was not collected.
- 4.2.2 CONTRACTOR will not be required to collect dead animals, construction debris or hazardous materials as defined herein.
- 4.2.3 The CONTRACTOR shall discontinue service at any location set forth in a written notice from the Director. CONTRACTOR shall resume collection service on the next regularly scheduled collection days following notice to do so.

- 4.3 For residential collection, on each regularly scheduled pick-up day, CONTRACTOR shall collect all refuse, garbage, or bulky waste that is in Poly Carts and placed in the proper location for collection. CONTRACTOR shall return all Poly Carts to the proper upright location with lids securely fastened. CONTRACTOR is responsible for any damage to containers due to the actions of its employees during collection.
- 4.4 The CONTRACTOR shall not litter public or private property while collecting and/or removing refuse and shall clean-up any spilled refuse immediately. All refuse hauled by CONTRACTOR shall be so contained, tied or enclosed that leaking, spilling or blowing is prevented.
- 4.5 CONTRACTOR shall dispose of all refuse at the McAlester Municipal Landfill during period #1. During period #2 the landfill to be used for disposal shall be designated by the CONTRACTOR.
- 4.6 CONTRACTOR shall provide collection, removal and disposal services at no cost in conjunction with the City of McAlester annual Two-week City-wide cleanup, which occurs in the spring and fall.
- 4.7 CONTRACTOR shall provide collection, removal and disposal services for the City governmental operations at no additional charge under this CONTRACT. This does not include sludge generated by the treatment plants. The following is a list of locations, container quantities, sizes and frequency of collection included under this requirement:

| Location | Quantity | Size | Frequency |
|--|----------|---|--------------|
| Public Works Facility | 2 | 3 yd. | When Needed |
| Cemetery | 1 | 3 yd. | When Needed |
| City Hall | 1 | 3 yd. | Twice Weekly |
| EXPO | 3 | 2 – 2 yd.
1 – 3 yd.
1- 20 yd.
roll-off | When Needed |
| Mike Deak Ball Field | 1 | 2 yd. | When Needed |
| Police Firing Range | 1 | 3 yd. | When Needed |
| Monroe Complex | 1 | 3 yd. | Twice Weekly |
| Stipe Center | 1 | 3 yd. | Twice Weekly |
| Public Library | 1 | 3 yd. | Twice Weekly |
| Sports Complex* | 3 | 3 yd. | Once Weekly |
| Wastewater Treatment Plants (East, West) | 2 | 1- 2 yd.
1- 1 yd. | When Needed |
| Police Garage (Hereford Lane Complex) | 1 | 3 yd. | Twice Weekly |
| Municipal Airport | 2 | 1 – 3 yd.
1 – 2 yd. | Twice Weekly |
| Fire Station # 1 (South) | 1 | 1 yd. | When Needed |
| Fire Station # 2 (North) | Cans | Cans | When Needed |
| Genealogical Building | Cans | Cans | When Needed |
| Downtown Trash Receptacles (currently (10) | 20 | Cans | When Needed |

| | | | |
|--|---|-------|--------------|
| Municipal Swimming Pools (2) | 1 | 3 yd. | Twice Weekly |
| * May need extra pick-ups during tournaments | | | |

Additional services to municipal operations will be provided as needed.

- A. **BASIC RESIDENTIAL SERVICE:** Approximately one percent (1%) of the estimated total residential units is picked up at house-side; approximately sixty percent (60%) are picked up in alleys and the rest, thirty-nine percent (39%) receive curbside pickup.
- B. **CITY-WIDE CLEANUP:** The estimated volume of bulky waste collected at the most recent annual city-wide cleanup (See 4.6 of the General and Special Provisions) is two hundred and fifty tons. The drop off site is in various locations throughout the City.
- C. **GOVERNMENTAL OPERATIONS:** Disposal of refuse from governmental operations of the City of McAlester (See 4.7 of the General and Special Provisions) shall be included at no additional cost.

Number of Residential, Commercial and Industrial Units Serviced

| TYPE OF SERVICE | TABLE | APPROXIMATE # OF UNITS | COMMENTS |
|--|-------|------------------------|----------|
| Residential | R | 7,144 | |
| Residential, House-side | RH | 0 | |
| Residential, House-side
Outside city limits | RHO | 0 | |
| Residential, Outside city
limits | RO | 0 | |
| Commercial, Trash Cans | TC | 377 | |
| Commercial, Flat Rate | C | | |
| Commercial, 2 yd. Dumpster | D14 | 255 | |
| Commercial, 3 yd. Dumpster | D12 | 223 | |
| Commercial, Full Dumpster | D3 | N/A | |
| Commercial, Full Dumpster
Outside City Limits | D30 | 0 | |
| TOTAL | | | |

Note: The above numbers are as of November 17, 2009 and are subject to change.

5.0 - CONTRACTOR'S OPERATIONS

- 5.1 CONTRACTOR shall furnish the Director, in writing, the name and background information of its managing agent forty-five (45) days prior to commencing collection operations and shall notify Director of any change in agents. The CONTRACTOR's managing agent shall serve as the point of control for dealings and communications with CONTRACTOR.
- 5.2 CONTRACTOR shall provide and maintain a sufficient number of vehicles, equipment, tools and personnel to collect, remove, and dispose of refuse as required by this CONTRACT.
- 5.3 CONTRACTOR shall provide and maintain a garage, shop, and yard for its operations within the corporate limits of the City of McAlester or Pittsburg County, sufficient to ensure all weather year-round operation. These facilities shall be maintained in accordance with applicable laws, ordinances, and regulations.
- 5.4 Routes and Schedules
 - 5.4.1 Maps and schedules of collection routes shall be provided to the Director and Utility Billing no later than thirty (30) days prior to the initiation of collection operations or changes in operations.
 - 5.4.2 CONTRACTOR shall not commence collection in residential areas prior to 7:00 A.M. and shall not continue past 7:00 P.M.
 - 5.4.3 CONTRACTOR shall notify the Director of all days to be observed as holidays by CONTRACTOR's employees prior to commencing collection operations and shall notify persons to be affected by CONTRACTOR's holiday schedule prior to the holiday in question. Persons whose regularly scheduled collection days fall on such a holiday will be served on the next regularly scheduled collection day or within four (4) days, whichever comes first. Sunday or holiday collections are not required except as special-pick-ups.
 - 5.4.4 Not less than two (2) weeks prior to commencing collection operations, the CONTRACTOR shall notify each customer affected by changing routes or schedules that alter the day(s) of collection. Notice shall be made by mail to individual customers and by a large public notification in the local news media.
 - 5.4.5 The Director must give written approval to all routes and schedules when established or changed prior to implementation.
- 5.5 Vehicles and Other Equipment
 - 5.5.1 CONTRACTOR's vehicles and other equipment shall be clearly identified as belonging to the CONTRACTOR and must be kept in good repair, appearance and in a sanitary condition at all times.

- 5.5.2 Bodies of the CONTRACTOR's trucks shall be enclosed packer type, water tight, sanitary and capable of unloading by dumping or automatic push out means.
 - 5.5.3 CONTRACTOR's equipment shall essentially be a standard product of a reputable manufacturer so that continuing service and delivery of spare parts are assured.
 - 5.5.4 CONTRACTOR's equipment/vehicles shall have clearly visible letters (minimum of 6") with the name, address and telephone number of CONTRACTOR's local office on each side of the equipment/vehicle.
 - 5.5.5 CONTRACTOR shall ensure that each vehicle carries sufficient hand tools to allow cleanup of spilled or littered refuse, a first aid kit, and necessary emergency equipment.
 - 5.5.6 CONTRACTOR shall submit evidence satisfactory to Director, and maintain same for term of this CONTRACT, that a maintenance CONTRACT for repair and service of equipment or employment of qualified service mechanics is in effect.
 - 5.5.7 CONTRACTOR shall furnish the Director with a list identifying all vehicles and equipment to be used in fulfilling this CONTRACT and notify the Director of any additions or deletions.
- 5.6 CONTRACTOR's Personnel:
- 5.6.1 Employees driving or operating CONTRACTOR's vehicles shall at all times possess a valid commercial vehicle operator's license of the State of Oklahoma.
 - 5.6.2 Employees of the CONTRACTOR who normally and regularly come into contact with the public shall bear some means of individual identification such as a uniform nametag or identification card.
 - 5.6.3 CONTRACTOR's employees, officers, agents, and sub-contractors shall, at no time, identify themselves or in any way represent themselves as being employees or agents of the City of McAlester or the McAlester Public Works Authority.
 - 5.6.4 CONTRACTOR shall take affirmative action not to deny employment or all benefits of employment for reasons of race, religion, color, sex or national origin. CONTRACTOR shall post in conspicuous places notices setting forth the provisions of this non-discrimination clause. Similar notices shall be included in all advertisements for employees.
 - 5.6.5 Employees of the CONTRACTOR shall not be required to expose themselves to the dangers of vicious animals in order to accomplish refuse collection in any case where the owner or tenants have animals at large, but the CONTRACTOR shall immediately notify the City in writing, of such condition and of his inability to make collection.

5.7 CONTRACTOR's Local Office

5.7.1 Throughout the term of this CONTRACT, the CONTRACTOR shall establish and maintain a local office and an authorized managing agent within the City of McAlester or Pittsburg County. If the office is not located within the McAlester City Limits then the CONTRACTOR shall provide a toll free telephone number (McAlester phone exchange). CONTRACTOR shall designate, in writing to the Director, the agent upon whom all notices may be served from the AUTHORITY, City or Director. Service upon the CONTRACT's agents shall always constitute service upon CONTRACTOR.

5.7.2 The office shall be open during collection hours; have responsible person(s) in charge during open hours; be equipped with sufficient telephones to receive and record complaints, requests for information, service changes, etc.; complaints shall be resolved in a courteous, polite, and expeditious manner within the following twenty-four (24) hour period.

5.8 CONTRACTOR's Records

5.8.1 CONTRACTOR shall keep and maintain records of all refuse collected and charges therefore, and the Director shall have the right to inspect and review said records that in any way pertain to the payments due CONTRACTOR and/or to the CONTRACTOR's contractual obligations. CONTRACTOR's accounting shall be approved by the Director.

5.8.2 Examples of specific information to be recorded include but are not limited to: Route and schedule information; names, addresses, and number of locations and customers served by route and type of service; number, nature and disposition of complaints by date; and, number of tons and cubic yards of refuse collected by route on a monthly, month to date and annual basis.

5.9 Licenses, Permits, Taxes, Etc.

CONTRACTOR shall obtain, at its sole expense, all permits, licenses, and pay at its own expense all taxes, disposal fees (other than those associated with the AUTHORITY contract for landfill services), and other fees associated with the collection, removal, and disposal of refuse.

5.10 Indemnity

The CONTRACTOR will indemnify and save harmless the City, its officers, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys fees arising out of a willful or negligent act or omission of the CONTRACTOR in the performance of this CONTRACT. The City will not be responsible for negligence of CONTRACTOR, or any of its agents, employees, or customers.

6.0 - QUALITY OF SERVICE

- 6.1 The Director shall have the power at any time to order the CONTRACTOR to add, repair, or replace equipment if, in his reasonable judgment, such action is necessary for fulfillment of this CONTRACT. If upon receipt of such order, CONTRACTOR fails to comply within sixty (60) days, such failure shall constitute a breach of this CONTRACT and the AUTHORITY shall have the right to deduct from any compensation due the CONTRACTOR liquidated damages in the sum of two hundred fifty dollars (\$250.00) for each day that the CONTRACTOR fails to comply with such order.
- 6.2 The Director shall have the right to inspect CONTRACTOR's facilities, equipment, operations, and records at any reasonable time. Such inspections shall be limited to those facilities, equipment, operations, and records related to the performance of this CONTRACT.
- 6.3 The Director's decision on all particulars as to the quality and manner of providing service and interpretations of the CONTRACT shall be binding on both parties. However, the CONTRACTOR shall have the recourse of an appeal to the City Manager if the CONTRACTOR disagrees with the Director's decision. The City Manager shall have the power to reverse decisions of the Director regarding the provision of services under the terms of this CONTRACT.
- 6.4 Failure of the AUTHORITY at any time to require performance by the CONTRACTOR of any CONTRACT provision shall in no way affect CONTRACTOR's obligation to perform or the AUTHORITY's right to enforce the same. Nor shall waiver by the AUTHORITY of any breach of any CONTRACT provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
- 6.5 Each vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing, or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the landfill, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded so as to scatter refuse. If refuse is scattered from CONTRACTOR's vehicle for any reason, it shall be picked up immediately. Each vehicle shall be equipped with a fork, broom, and shovel for this purpose.
- 6.6 Each bin shall have lid affixed so as to stop blowing, or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the bin when it is not being picked up or unloaded. When notified that a lid is missing or not closing properly, the CONTRACTOR shall fix within 48 hours.

7.0 - CUSTOMER COMPLAINTS

- 7.1 All service complaints shall initially be directed to the CONTRACTOR and shall be resolved within twenty-four (24) hours. CONTRACTOR shall supply the Director with copies of all complaints on a form approved by the Director. As a minimum, the form shall contain the date and time the complaint was received, who received the complaint, the complainant by name and address, the date and time that the complaint was resolved and a description of the action taken. When a complaint is received on a day preceding a holiday or weekend, it shall be resolved the next working day.
- 7.2 The Director shall notify the CONTRACTOR of each complaint reported to the AUTHORITY or City. It shall be the duty of the CONTRACTOR to resolve the complaint and notify the Director as prescribed within twenty-four (24) hours of receipt of the complaint
- 7.3 CONTRACTOR shall notify all customers about complaint procedures, rules, and regulations and day of collection on an annual basis and whenever there is a change in service. Notice shall be pre-approved by the Director and shall consist of printed matter distributed by the CONTRACTOR to all premises served and by public notice in the local media.
- 7.4 Failure to remedy the cause of complaints shall be considered a breach of the CONTRACT and for the purpose of computing damages under the provisions of this section of the CONTRACT, it is agreed that the AUTHORITY may deduct from payments due or to become due the CONTRACTOR, the following amounts as liquidated damages:
- | | | |
|-------|---|---|
| 7.4.1 | Failure to clean up spilled refuse. | \$50.00 each incident at the same premises. |
| 7.4.2 | Failure or neglect to collect refuse from any premises at those times provided in this CONTRACT within 24 hours | \$50.00 each failure or neglect of repeated instances at same premises. |
| 7.4.3 | Failure to return containers to the designated location and replace lids as per this CONTRACT | \$20.00 each repeated instance at same premises. |
| 7.4.4 | Failure or neglect to correct chronic problems in any category above.
(Chronic shall mean three or more incidents at the same premises.) | \$50.00 each instance. |

8.0 - DISCONTINUANCE OF SERVICE

- 8.1 If the CONTRACTOR fails to provide the services required by this CONTRACT for a period in excess of five (5) consecutive, scheduled working days, the AUTHORITY may take the following actions:
- 8.1.1 Subject to Section 8.4, at its option, take possession of all of the CONTRACTOR's equipment and facilities used in the performance of this CONTRACT for a period of up to thirty (30) days or until CONTRACTOR is able to comply with the requirements of this CONTRACT.
 - 8.1.2 Employ such means as it deems advisable and appropriate to continue work until such matter is resolved and CONTRACTOR is again able to carry out operations under this CONTRACT.
 - 8.1.3 Deduct any and all operating expenses incurred by the AUTHORITY from any money due, or to become due the CONTRACTOR. If the AUTHORITY's cost for continuing operations exceeds the amount due the CONTRACTOR, the AUTHORITY shall collect the difference, either from the CONTRACTOR, the surety, or both, and also assert a lien on all properties of the CONTRACTOR.
 - 8.1.4 During such period, the CONTRACTOR hereby specifically agrees, that the liability of the AUTHORITY to the CONTRACTOR for loss or damage to equipment and facilities so used shall be that of a bailee for hire, ordinary wear and tear being specifically exempt from such liability.
 - 8.1.5 If CONTRACTOR is unable, for any cause, to resume performance at the end of thirty (30) calendar days, all liability of the AUTHORITY to the CONTRACTOR under the CONTRACT shall cease and the AUTHORITY shall be free to negotiate with other contractors for the operation of said refuse service and take the actions provided for herein for bankruptcy default, or breach of CONTRACT. Such actions shall not release the CONTRACTOR of his liability to the AUTHORITY for such breach of this CONTRACT
- 8.2 In the event CONTRACTOR shall be adjudged bankrupt, either by voluntary or involuntary proceedings, then this CONTRACT shall immediately terminate and in no event shall this CONTRACT be, or be treated as, an asset of the CONTRACTOR. If CONTRACTOR shall be proven insolvent, or fail in business, the CONTRACT may be terminated at the option of the AUTHORITY.
- 8.3 All terms, conditions, and specifications of the CONTRACT are considered material and failure to perform any part of the CONTRACT shall be considered a breach of CONTRACT. If the CONTRACTOR fails to perform any of his contractual obligations, the AUTHORITY may, at its option, terminate the CONTRACT ten (10) days after written notification to the CONTRACTOR of the violation of the CONTRACT and the failure of the CONTRACTOR to remedy the violation within said time.

- 8.4 In the event of termination of the CONTRACT for breach, default, or bankruptcy as noted above, the AUTHORITY shall have the right to forthwith take possession of all the CONTRACTOR's equipment, facilities, and records used in the performance of this CONTRACT.
- 8.4.1 The AUTHORITY shall have the right to retain possession of said equipment, facilities and records until other such items can be acquired by the AUTHORITY for operation of the system or another CONTRACTOR is engaged to perform the service.
- 8.4.2 The AUTHORITY is specifically given the right to become the CONTRACTOR, at the option of the AUTHORITY, to purchase CONTRACTOR's equipment and facilities at the fair market value thereof.
- 8.4.3 The AUTHORITY shall pay CONTRACTOR the reasonable rental value of such equipment and facilities during the time used by the AUTHORITY should AUTHORITY elect not to purchase. The liability of the AUTHORITY to the CONTRACTOR during this period shall be that of a bailee for hire, ordinary wear and tear specifically exempt from such liability.
- 8.4.4 CONTRACTOR shall not transfer, sell, assign, lease, surrender, abandon, or permit to lapse its title or right of possession in and to any real or personal property used in the performance of this CONTRACT without the prior written consent of the AUTHORITY. This consent shall not be unreasonably withheld nor delayed, provided that CONTRACTOR may dispose of damaged, destroyed or obsolete equipment or swap equipment with other locations or affiliates of CONTRACTOR, so long as such equipment is replaced with operable equipment meeting the requirement of this CONTRACT. Any attempt to do so without such permission shall constitute a material breach of this CONTRACT.
- 8.5 No assignment of this CONTRACT or any right occurring under this CONTRACT shall be made in whole or in part by the CONTRACTOR, either voluntarily or involuntarily or by any process of law, and shall not be or come under the control of creditors or trustees of CONTRACTOR in the case of bankruptcy or insolvency of CONTRACTOR, without the prior written consent of the AUTHORITY, which consent shall not be unreasonable withheld or delayed.

9.0 - CONTRACTOR'S COMPENSATION

9.1 Billing Process

9.1.1 All Accounts: The CONTRACTOR shall provide the AUTHORITY with monthly reports within ten (10) days of the end of the reporting period. Reports shall include the number of households, number of pickups of each commercial client if applicable, the type and the size of dumpster if applicable, and total tonnage of materials collected.

9.1.2 Alternative Commercial Accounts: It is anticipated that the AUTHORITY will provide monthly billing for all sanitation collection services. However, there may be times where the CONTRACTOR would need to bill directly. If the CONTRACTOR provides billing to any commercial accounts, then the CONTRACTOR agrees to pay to City a *franchise* fee, as agreed upon between the City and CONTRACTOR, on or before the last day of each month. Such fee will be based on the gross amount billed for all services rendered during the preceding month excluding any sales taxes.

9.2 The AUTHORITY shall pay CONTRACTOR on or before the thirtieth (30th) day following the month service was rendered. CONTRACTOR shall be entitled to payment for all services rendered.

9.3 Said billing and payment shall be based on the prices and schedules set forth in the CONTRACT multiplied by the number of units served, as determined by AUTHORITY billing records or verified by the Director, for regularly scheduled residential services. Billing and payments for special pick-ups shall be based on the hourly rate per crew as set forth in the CONTRACT multiplied by the number of hours each crew was used, as verified by the Director.

9.4 The AUTHORITY shall furnish, at no cost to CONTRACTOR, copies of the billing records indicating the addresses, type, and frequency of service being billed for during the preceding month.

The AUTHORITY and CONTRACTOR agree to maintain, at their respective places of business, adequate books and records relating to the performance of their respective duties under the provisions of this CONTRACT. Such books and records shall be made available at any time during business hours for inspection by the other party.

9.5 If the CONTRACTOR's records disagree with the billing records, CONTRACTOR must notify the Director in writing prior to submitting CONTRACTOR's bills to the AUTHORITY.

9.5.1 CONTRACTOR's notification shall be made on a form approved by the Director that specifies the nature of the disagreement, the address (es) of the unit(s) in question, the type and frequency of service CONTRACTOR maintains is being provided, and the date such service began or ended.

- 9.5.2 Director shall investigate all reported discrepancies and confirm or deny CONTRACTOR's report. Director shall verify those confirmed discrepancies so customers may be billed accurately and the AUTHORITY may pay the CONTRACTOR for actual services rendered.
- 9.5.3 CONTRACTOR's bill to the AUTHORITY shall indicate all disagreements with billing records.
- 9.6 Modification to UNIT PRICES.
- 9.6.1 Fees charged by the CONTRACTOR will be adjusted upward, or downward, annually on the first day of May, the "Rate Modification Date". This is to reflect changes in the Consumer Price Index for Urban Wage Earners and Clerical Workers, Expenditures Category, "All Items" and "Gasoline," both as published by the U.S. Department of Labor, Bureau of Labor Statistics, for the Regional area of McAlester, Oklahoma. It is expressly understood and agreed that the maximum annual increase shall not exceed three and one-half percent (3.5%). On each Rate Modification Date the fees will be increased or decreased for the annual period ending on the Rate Modification Date in a percentage amount equal to ninety percent (90 %) of the net percentage change of the All Items Index, plus ten percent (10 %) of the net percentage change of the Gasoline Index. All percentage changes are to be computed as the difference between the applicable index value for the April reporting period in the annual period ending on the Preceding Rate Modification Date (or May 2010 in the case of the adjustment on the first Rate Modification Date) and the April reporting period in the annual period ending on the current Rate Modification Date, divided by the index value for the April reporting period for the prior annual period.
- 9.6.2 As soon as possible, prior to the Rate Modification Date, the CONTRACTOR shall present the AUTHORITY with a comparative statement, setting forth for both the All Items Index and the Gasoline Index; the index value for the April reporting period of the previous year and the index value for the April reporting period for the current year; the net percentage change; the composite percentage change equal to ninety percent (90 %) of the All Item's Index, plus ten percent (10 %) of the net percentage change in the Gasoline Index, and the increase or decrease in the UNIT PRICES which may be charged by the CONTRACTOR. On the Rate Modification Date and after the receipt of the comparative statement, the UNIT PRICES charged by the CONTRACTOR will be modified to reflect any such change until the next Rate Modification Date.
- 9.6.3 In addition, the CONTRACTOR will be granted the option to petition the AUTHORITY at any time for rate adjustments deemed necessary due to unusual changes in the operation experienced by the CONTRACTOR. The AUTHORITY will be the sole determinate if any rate adjustments will be allowed. The decision of the AUTHORITY will be final.
- 9.7 Title to all waste and refuse collected in the performance of this CONTRACT and all salvage rights thereto shall be vested in the CONTRACTOR upon being placed in CONTRACTOR's equipment.

10.0 – PURCHASE OF CITY'S EQUIPMENT

- 10.1 The CONTRACTOR agrees to purchase the City's entire current inventory of solid waste apparatus, equipment and dumpsters at fair market value. If the CONTRACTOR desires not to purchase the below items, then it shall be so indicated by stating "No Purchase" on the Schedule of Quotes.

| Item and Type | Year | Odometer | Vin. No. | Condition |
|--|------|-----------|----------|-----------|
| International Trash Truck | 2000 | 025,870.0 | 9402 | Fair |
| International Trash Truck | 2000 | 105,839.0 | 6374 | Fair |
| Freightliner Trash Truck | 2010 | 4,482.3 | 3552 | Excellent |
| International Trash Truck | 1994 | 93,431.2 | 9729 | Poor |
| International Trash Truck | 1994 | 126,156.7 | 4917 | Poor |
| Freightliner Trash Truck | 2010 | 9,360.2 | 2551 | Excellent |
| International Roll-off Truck | 1996 | 136,028.1 | 6941 | Poor |
| Chevrolet Silverado Pickup | 2000 | 11,782.3 | 4378 | Good |
| Chevrolet Pickup Service Truck | 1992 | 131,802.6 | 0596 | Fair |
| International Cab & Chassis Roll-off Truck | 2008 | 4,434.7 | 2839 | Fair |

It is estimated that we have approximately seven twenty (20) yard, (16) 30 yard and (23) 40 yard roll-off dumpsters.

It is the responsibility of the CONTRACTOR to inspect all the above listed equipment and satisfy themselves to condition and value.

11.0 – HIRING OF CITY'S EMPLOYEES

- 11.1 The CONTRACTOR agrees to offer employment to all of the City's current sanitation employees at the time of transition. There are sixteen (16) funded full-time positions in the sanitation division.
- 11.2 The CONTRACTOR agrees to provide employees with a total compensation package comparable to their current compensation package. Comparable does not mean identical. Employee's current compensation and benefits are outlined below. The CONTRACTOR may submit an outline of the compensation package to be offered as part of this bid proposal, however the CONTRACTOR shall provide a certification that the current sanitation employee's will be provided a compensation package equal to or greater than is currently provided at the time of transfer of service.

| Employee No | Salary | Accumulated Benefit Cost (Annual)
(health ins, pension, etc.) | Tenure with AUTHORITY
(as of 11/01/09) | Current Vacation Leave | CDL |
|-------------|-----------|--|---|------------------------|-----|
| 01-1414 | 25,074.00 | 10,367. | 2 yrs. 1 mo. | 41 hrs | Yes |
| 01-4706 | 25,074.00 | 10,357. | 3 yrs. 3 mo. | 62 hrs. | Yes |
| 01-6606 | 22,232.88 | 9,975. | 8 mo. | 53 hrs. | No |
| 01-6611 | 40,897.92 | 12,028. | 34 yrs. 3 mo. | 500 hrs. | Yes |
| 01-6615 | 23,343.84 | 10,097. | 6 mo. | 40 hrs. | Yes |
| 01-6617 | 22,632.96 | 10,019. | 11 mo. | 53 hrs. | No |
| 01-6629 | 22,232.88 | 9,975. | 5 mo. | 33 hrs. | No |
| 01-6630 | 22,232.88 | 9,903. | 1 mo. | 7 hrs. | No |
| 01-6642 | 22,632.96 | 10,019. | 1 yr. 3 mo. | 19 hrs. | No |
| 01-6643 | 23,343.84 | 10,097. | 1 yr. 3 mo. | 80 hrs. | Yes |
| 01-6648 | 22,632.96 | 10,019. | 1 yr. 0 mo. | 73 hrs. | No |
| 01-6672 | 23,880.00 | 10,156. | 3 yrs. 8 mo. | 86 hrs. | No |
| 01-6702 | 22,233.12 | 9,976. | 2 mo. | 26 hrs. | No |
| 01-6703 | 23,344.08 | 10,097. | 1 mo. | 0 hrs. | Yes |
| 01-7591 | 25,525.92 | 10,357. | 4 yrs. 1 mo. | 74 hrs. | Yes |
| 01-9203 | 25,074.00 | 10,357. | 4 yrs. 1 mo. | 122 hrs. | Yes |

- ❖ The City also provides \$25,000. life insurance for all the employees above with the exception of #01-6611 he is provided with \$40,000. Life Insurance. This is not figured in the above totals.

The above does not include Social Security or Medicare taxes, Workers' Compensation or Unemployment Tax.



McAlester City Council

AGENDA REPORT

Meeting Date: May 11, 2010
Department: Public Works
Prepared By: John C. Modzelewski, PE
Date Prepared: May 3, 2010

Item Number: 4
Account Code:
Budgeted Amount:
Exhibits: 1

Subject

Consider, and act upon, an ordinance amending Ordinance No. 1843 which established the "Flood Hazard Overlay District and Flood Damage Prevention"; providing for a severability clause; and declaring an emergency.

Recommendation

Motion to approve the amendment ordinance.

Discussion

The amendment ordinance is necessary to approve new flood maps and add language to the floodplain management regulation. This is a requirement for the City to continue its participation in the National Flood Insurance Program.

Approved By

Department Head
City Manager

Initial
JCM

PJS

A handwritten signature in black ink, appearing to be "PJS", written over a horizontal line.

Date

05/03/10

05/05/10

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA, AMENDING THE CODE OF ORDINANCES, CHAPTER 62, ARTICLE V, DIVISION 4; FLOOD HAZARD OVERLAY DISTRICT AND FLOOD DAMAGE PREVENTION. ADOPTING A FLOOD DAMAGE PREVENTION PLAN, STATEMENT OF PURPOSE AND ESTABLISHING METHODS AND PROCEDURES RELATING THERETO, AND DECLARING AN EMERGENCY.

* * * * *

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

SECTION 1: Chapter 62, Article V, Sec. 62-221, is hereby amended to read as follows:

Sec. 62-221. Definitions.

~~The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Unless specifically defined below, words or phrases used in this division shall be interpreted to give them the meaning they have in common usage and to give this division its most reasonable application.~~

~~*Appeal* means a request for a review of the floodplain administrator's interpretation of any provision of this division or a request for a variance.~~

~~*Area of shallow flooding* means a designated AO, AH or VO zone on a community's flood insurance rate map (FIRM) with a one percent chance or greater annual chance of flooding to an average depth of one to three feet, where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.~~

~~*Area of special flood hazard* means the land in the floodplain within a community subject to a one-percent or greater chance of flooding in any given year. The area may be designated as zone A on the flood hazard boundary map (FHBM). After detailed ratemaking has been completed in preparation for publication of the FIRM, zone A is usually refined into zones A, AE, AH, AO, A99, VO, V1-30, VE or V.~~

~~*Base flood* means the flood having a one percent chance of being equaled or exceeded in any given year.~~

~~*Critical feature* means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.~~

~~*Development* means any manmade change in improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, grading, paving, excavation or drilling operations.~~

~~*Elevated building* means a non-basement building; built in the case of a building in zones A1-30, AE, A, A99, AO, AH, B, C, X and D, to have the top of the elevated floor, or in the case~~

~~of a building in zones VI-30, VE or V, to have the bottom of the lowest horizontal structural member of the elevated floor elevated above the ground level, by means of pilings, columns (posts and piers), or shear walls parallel to the flow of the water, and adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood. In the case of zones AI-30, AE, A, A99, AO, AH, B, C, X, C, "elevated building" also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of floodwaters. In the case of zones VI-30, VE or V, "elevated building" also includes a building otherwise meeting the definition of "elevated building", even though the lower area is enclosed by means of breakaway walls if the breakaway walls meet the standards of section 60.3(e)(5) of the National Flood Insurance Program regulations.~~

~~*Existing construction* means for the purposes of determining rates, structures for which the start of construction commenced before the city's effective date of the FIRM (February 15, 1979). "Existing construction" may also be referred to as "existing structures".~~

~~*Flood or flooding* means a general and temporary condition of partial or complete inundation of normally dry land areas from:~~

- ~~(1) The overflow of inland water,~~
- ~~(2) The unusual and rapid accumulation or run-off of surface waters from any source.~~

~~*Flood insurance rate map (FIRM)* means an official map of the community on which the Federal Emergency Management Agency has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.~~

~~*Flood insurance study* means the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, water surface elevation of the base flood, as well as the flood boundary floodway map.~~

~~*Floodplain or flood-prone area* means any land area susceptible to being inundated by water from any source (see definition of flooding).~~

~~*Floodway (regulatory floodway)* means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.~~

~~*Habitable floor* means any floor usable for the following purposes; which includes working, sleeping, eating, cooking or recreation, or any combination thereof. A floor used for storage purposes only is not a habitable floor.~~

~~*Highest adjacent grade* means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.~~

~~*Historic structure* means any structure that is~~

- ~~(1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminary determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;~~

- (2) ~~Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;~~
- (3) ~~Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or~~
- (4) ~~Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:~~
 - a. ~~By an approved state program as determined by the Secretary of the Interior, or~~
 - b. ~~Directly by the Secretary of the Interior in states without approved programs.~~

~~Levee means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.~~

~~Levee system means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.~~

~~Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of section 60.3 of the National Flood Insurance Program regulations.~~

~~Manufactured home means a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. For floodplain management purposes, the term "manufactured home" also includes park trailers, travel trailers, and other similar vehicles placed on a site for greater than 180 consecutive days. For insurance purposes, the term "manufactured home" does not include park trailers, travel trailers and other similar vehicles.~~

~~Mean sea level means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's flood insurance rate map are referenced.~~

~~New construction means, for floodplain management purposes, structures for which the start of construction commenced on or after the effective date of an adopted floodplain management regulation (February 28, 1978).~~

~~Start of construction includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns or any work beyond the state of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the~~

~~installation of streets and/or walkways; nor does it include land preparation, such as clearing, grading and filling; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure.~~

~~Structure means a walled and roofed building, including a gas or liquid storage tank that is principally aboveground, as well as a manufactured home.~~

~~Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.~~

~~Substantial improvement means any repair, reconstruction or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either before the improvement or repair is started; or if the structure has been damaged and is being restored, before the damage occurred. For the purpose of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. The term does not, however, include either any project for improvement of a structure to comply with existing state or local health, sanitary or safety code specifications which are solely necessary to assure safe living conditions; or any alteration of a structure listed on the National Register of Historic Places or a state inventory of historic places.~~

~~Variance means a grant of relief to a person from the requirements of this division when specific enforcement would result in unnecessary hardship. A variance, therefore, permits construction or development in a manner otherwise prohibited by this ordinance. section 60.0 of the National Flood Insurance Program contains the full requirements.~~

~~Violation means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required is presumed to be in violation until such time as that documentation is provided.~~

Sec. 62-221. DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

"Accessory structure" - means a structure which is on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. Examples of accessory structures include but are not limited to garages and storage sheds.

"Area of special flood hazard" - is the land in the floodplain within the City of McAlester subject to a one percent or greater chance of flooding in any given year.

"Base flood" - means the flood having a one percent chance of being equaled or exceeded in any given year.

"Base flood elevation" – means the elevation in feet above mean sea level of the base flood or 1% chance flood.

"Basement" - means any area of the building having its floor sub-grade (below ground level) on all sides.

"BFE" - means base flood elevation.

"CFR" - means Code of Federal Regulations.

"Critical feature" - means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

"Development" - means any man-made change in improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

"Development Permit" - means a permit issued by the City of McAlester Floodplain Administrator which authorizes development in a special flood hazard area in accordance with this ordinance.

"Elevated building" - means a non-basement building built, in the case of a building in Zones AE, A, and X, to have the top of the elevated floor adequately anchored so as not to impair the structural integrity of the building during a flood up to the magnitude of the base flood. In the case of Zones AE, A, and X, "elevated building" also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of flood waters.

"Existing construction" - means for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

"Existing manufactured home park or subdivision" - means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before August 4, 1972.

"Expansion to an existing manufactured home park or subdivision"- means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

"FEMA" means the Federal Emergency Management Agency.

"FIRM" means Flood Insurance Rate Map.

"Flood" or "flooding" - means a general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow of inland or tidal waters, or
2. The unusual and rapid accumulation or runoff of surface waters from any source.

"Flood Insurance Rate Map" - means an official map of the City of McAlester on which FEMA has delineated both the areas of special flood hazards and the risk premium zones applicable to the City of McAlester.

"Flood insurance study" - is the official report provided by FEMA for City of McAlester which contains flood profiles, water surface elevation of the base flood, as well as the floodway width, section area and mean velocity.

"Floodplain Administrator" - means a person accredited by the OWRB and designated by the City Council of the City of McAlester to administer and implement laws, ordinances and regulations relating to the management of floodplains.

"Floodplain or flood-prone area" - means any land area susceptible to being inundated by water from any source (see definition of flood).

"Floodplain management" - means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

"Floodplain management regulations" - means zoning codes and ordinances, subdivision regulations, building codes, health regulations, special purpose regulations and ordinances (such as floodplain, grading and erosion control regulations and ordinances) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

"Flood protection system" - means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the areas within City of McAlester subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

"Floodway" - means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. A floodway is located within areas of special flood hazard established in Article III, Section B. A floodway is an extremely hazardous area due to the velocity of floodwaters that carry debris and potential projectiles.

"Functionally dependent use" - means a use that cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

"Highest adjacent grade" - means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

"Historic structure" - means any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or
4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - a) By an approved state program as determined by the Secretary of the Interior, or
 - b) Directly by the Secretary of the Interior in states without approved programs.

"Levee" - means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

"Levee system" - means a flood protection system which consists of a levee or levees and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

"Lowest floor" - means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking or vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of Title 44 CFR.

"Manufactured home" - means a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

"Manufactured home park or subdivision" - means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

"Mean sea level" - means, for purposes of the National Flood Insurance Program, the North American Vertical Datum (NAVD) of 1988 or other datum, to which base flood elevations shown on the City of McAlester's Flood Insurance Rate Map are referenced.

"New construction" - means, for the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management

regulation adopted by the City of McAlester City Council and includes any subsequent improvements to such structures.

"New manufactured home park or subdivision" - means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by the City of McAlester Floodplain Board.

"OWRB" – means the Oklahoma Water Resources Board.

"Recreational vehicle" - means a vehicle which is:

1. Built on a single chassis;
2. 400 square feet or less when measured at the largest horizontal projections;
3. Designed to be self-propelled or permanently towable by a light duty truck; and
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

"Start of construction" - (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Public Law 97-348), includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

"Structure" - means a walled and roofed building, including a gas or liquid storage tank that is principally above ground, as well as a manufactured home.

"Substantial damage" - means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

"Substantial improvement" - means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. This includes structures that have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary conditions, or

2. Any alteration of a "historic structure" provided that the alteration would not preclude the structure's continued designation as a "historic structure."

"Variance" - is a grant of relief by the City of McAlester City Council to a person from the terms of this ordinance when specific enforcement would result in unnecessary hardship. A variance, therefore, permits construction or development in a manner otherwise prohibited by this ordinance. (For full requirements see Section 60.6 of Title 44 CFR.)

"Violation" - means the failure of a structure or other development to be fully compliant with this City of McAlester flood damage prevention ordinance.

"Water surface elevation" - means the height, in relation to the North American Vertical Datum (NAVD) of 1988 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

SECTION 2: Chapter 62, Article V, Sec. 62-222, is hereby amended to read as follows:

Sec. 62-222. Statutory authorization.

~~The legislature of the state has delegated the responsibility to local governmental units to adopt regulations designed to minimize flood losses. Therefore, the city council does hereby ordain as follows in this division.~~

Sec. 62-222. STATUTORY AUTHORIZATION

The Legislature of the State of Oklahoma has in 11 O.S. §§ 41-47, as amended, delegated the responsibility to local governmental units to adopt ordinances designed to minimize flood losses. Therefore, the City of McAlester, Oklahoma, ordains the following, to be effective on and after July 22, 2010:

SECTION 3: Chapter 62, Article V, Sec. 62-230, is hereby amended to read as follows:

Sec. 62-230. Lands to which this division applies.

~~The areas of special flood hazard identified by the Federal Emergency Management Agency in a scientific and engineering report entitled, "The Flood Insurance Study for the City of McAlester, Pittsburg County, Oklahoma", dated October 1, 2005, with accompanying Flood Insurance Rate Map (FIRM) are hereby adopted by reference and declared to be a part of these regulations or ordinance, as the case may be.~~

Sec. 62-230. LANDS TO WHICH THIS ORDINANCE APPLIES

This flood damage prevention ordinance shall apply to all areas of special flood hazard within the jurisdiction of the City of McAlester, Oklahoma.

(a) BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD

The areas of special flood hazard identified by FEMA in a scientific and engineering report entitled, "The Flood Insurance Study for Pittsburg County, Oklahoma and Incorporated Areas" dated July 22, 2010, with the accompanying Flood Insurance Rate Map (FIRM) are hereby

adopted by reference and declared to be a part of this ordinance. This ordinance shall go into effect immediately per the Emergency Clause, however, this ordinance shall continue to administer and enforce said regulations based on the current City of McAlester Flood Insurance Rate Map. Then on July 22, 2010, this ordinance shall be administered and enforced based on the July 22, 2010 Pittsburg County Flood Insurance Study and FIRM as indicated above.

(b) ESTABLISHMENT OF DEVELOPMENT PERMIT

A Development Permit shall be required to ensure conformance with the provisions of this floodplain management ordinance.

SECTION 4: Chapter 62, Article V, Sec. 62-246, is hereby amended to read as follows:

Sec. 62-246. Designation of floodplain administrator.

~~—The floodplain administrator shall be a certified floodplain manager as defined by 82 O.S. §§ 1601-1620. The floodplain administrator will administer and implement the provisions of this ordinance and other appropriate sections of 44 CFR (National Flood Insurance Program Regulations) pertaining to floodplain management. The field engineering inspector is hereby appointed the floodplain administrator.~~

Sec. 62-246. DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR

The City Council of the City of McAlester designates Clifford Pitner, CFM, as the McAlester Floodplain Administrator to administer and implement the provisions of this ordinance and other appropriate sections of National Flood Insurance Program regulations in Title 44 CFR pertaining to floodplain management.

SECTION 5: Chapter 62, Article V, Sec. 62-247, is hereby amended to read as follows:

Sec. 62-247. Duties, responsibilities of floodplain administrator.

~~—Duties and responsibilities of the floodplain administrator shall include, but not be limited to, the following:~~

- ~~(1) Maintain and hold open for public inspection all records pertaining to the provisions of this division.~~
- ~~(2) Review development permit applications to determine whether the proposed building site will be reasonably safe from flooding.~~
- ~~(3) Review, approve or deny all applications for development permits required by adoption of this division.~~
- ~~(4) Review permits for proposed development to assure that all necessary permits have been obtained from those federal, state or local governmental agencies (including section 404 of the Federal Water Pollution Control Act Amendments of 1972, from which prior approval is required).~~
- ~~(5) Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (i.e., where there appears to be a conflict between a mapped boundary~~

~~and actual field conditions), the floodplain administrator shall make the necessary interpretation.~~

~~(6) Ensure that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained.~~

~~(7) When base flood elevation data have not been provided in accordance with this division and federal statute, the floodplain administrator shall obtain, review and reasonably utilize the best base flood elevation data and floodway data available from a federal, state or other source, in order to administer the provisions of this division. One of the following actions shall be required as a condition of the development permit:~~

- ~~— a. Determine an elevation from the nearest benchmark outside the flood hazard area and require the lowest floor of the structure in the unnumbered A zone to be one foot or more above such elevation.~~
- ~~— b. Where flooding history is greater than the above elevation, require lowest floor elevation to be one foot or more above such level of historic flooding.~~
- ~~— c. Require elevation of the lowest floor to be two or more feet above the highest adjacent grade next to the building site.~~
- ~~— d. Require that the base flood elevation be established through an engineering study and then require the lowest floor elevation to be one foot or more above the base flood elevation.~~

~~(8) Where a regulatory floodway has been designated, the floodplain administrator must require that no new construction, substantial improvements or other development (including fill) shall be permitted within those zones on the city's FIRM; unless it is demonstrated through engineering certification that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the city.~~

Sec. 62-247. DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

Duties and responsibilities of the Floodplain Administrator shall include, but not be limited to, the following:

1. Become accredited by the OWRB in accordance with Title 82 O.S. §§ 1601-1618, as amended.
2. Review permit applications to determine whether the proposed building sites, including the placement of manufactured homes, will be reasonably safe from flooding.
3. Review, approve or deny all applications for Development Permits required by this ordinance.
4. Review proposed development to assure that all necessary permits have been obtained from those Federal, State or local governmental agencies from which prior approval are required.

5. Make the necessary interpretation where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions).
6. Notify, in riverine situations, adjacent communities and the OWRB prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the FEMA.
7. Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.
8. Shall require the developer/applicant to provide and/or determine the base flood elevation data and other information on a certified FEMA Elevation Certificate in order to administer the provisions of this ordinance.
9. When a floodway has not been designated, the Floodplain Administrator must require that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zone AE as delineated on the Pittsburg County FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the City of McAlester.
10. After a disaster or other type of damage occurrence to structures in the City of McAlester, determine if the residential and non-residential structures and manufactured homes have been substantially damaged, and enforce the substantial improvement requirement.
11. Maintain a record of all actions involving an appeal from a decision of the City Council.
12. Maintain and hold open for public inspection all records pertaining to the provisions of this ordinance.

SECTION 6: Chapter 62, Article V, Sec. 62-249, is hereby amended to read as follows:

~~Sec. 62-249. Same Application and approval procedures.~~

- ~~(a) Application for a development permit shall be presented to the floodplain administrator on forms furnished by him, and will include, but not be limited, to plans drawn to scale showing the location, dimensions and elevation of proposed landscape alterations, including fill; existing and proposed structures; and the location of the foregoing in relation to areas of special flood hazard.~~
- ~~(b) No building permit shall be issued prior to a development permit having been approved by the floodplain administrator.~~
- ~~(c) Application for a building permit shall be made prior to the commencement of any development activities including grading and/or filling of the tract. No excavation for foundation or utilities shall be permitted prior to the issuance of the building permit. The application for building permit shall also be presented to the city engineer/ floodplain administrator.~~
- ~~(d) Additionally, the following provisions shall apply:~~

- ~~(1) Elevation (in relation to mean sea level) of the lowest floor (including basement) of all new and substantially improved structures.~~
 - ~~(2) Elevation in relation to mean sea level to which any nonresidential structure shall be flood proofed.~~
 - ~~(3) A certificate from a registered professional engineer or architect that the nonresidential flood proofed structure shall meet the flood proofing criteria provided for in this division.~~
 - ~~(4) Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development.~~
 - ~~(5) A record of all such information shall be maintained.~~
- ~~(e) Approval or denial of a development permit by the floodplain administrator shall be based on all the provisions of this division and the following relevant factors:~~
- ~~(1) Conformance to all provisions of this division of the zoning ordinance.~~
 - ~~(2) The danger to life and property due to flooding or erosion damage.~~
 - ~~(3) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.~~
 - ~~(4) The danger that materials may be swept onto other lands to the injury of others.~~
 - ~~(5) The compatibility of the proposed use with existing and anticipated development.~~
 - ~~(6) The safety of access to the property in times of flood for ordinary and emergency vehicles.~~
 - ~~(7) The costs of providing governmental services during and after flood conditions, including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems.~~
 - ~~(8) The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters expected at the site.~~
 - ~~(9) The availability of alternative locations, not subject to flooding or erosion damage for the proposed site.~~
 - ~~(10) The relationship of the proposed use to the comprehensive plan for that area.~~

Sec. 62-249. PERMIT PROCEDURES

1. An Application for a Development Permit shall be presented to the Floodplain Administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:

- a. Elevation in relation to mean sea level of the lowest floor (including basement) of all new and substantially improved structures; and
 - b. Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development.
- 2. Approval or denial of a Development Permit by the Floodplain Administrator shall be based on all of the provisions of this ordinance and the following relevant factors:
 - a. The danger to life and property due to flooding or erosion damage;
 - b. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - c. The danger that materials may be swept onto other lands to the injury of others;
 - d. The compatibility of the proposed use with existing and anticipated development;
 - e. The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - f. The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;
 - g. The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site;
 - h. The necessity to the facility of a waterfront location, where applicable;
 - i. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use; and
 - j. The relationship of the proposed use to the comprehensive plan for that area.
- 3. The Floodplain Administrator or City Council, as applicable, may approve certain development in Zones A or AE delineated on the Pittsburg County FIRM which increases the water surface elevation of the base flood by more than one foot, provided that the applicant for the Development Permit in that case first complies with 44 CFR Section 65.12.

SECTION 7: Chapter 62, Article V, Sec. 62-250, is hereby amended to read as follows:

Sec. 62-250. Variance procedures.

~~(a) The appeal or variance board specifically, as established by the community, shall hear and render judgment on requests for variances from the requirements of this division.~~

~~(b) The appeal or variance board shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision or determination made by the floodplain administrator in the enforcement or administration of this division.~~

~~(c) Any person or persons aggrieved by the decision of the appeal or variance board may appeal such decision in the courts of competent jurisdiction.~~

~~(d) The floodplain administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency as required.~~

~~(e) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the state inventory of historic places, without regard to the procedures set forth in the remainder of this section.~~

~~(f) Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size, contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors heretofore set out have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.~~

~~(g) Upon consideration of the factors noted above and the intent of this division, the appeal or variance board may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this division.~~

~~(h) Variances shall not be issued within any designated regulatory floodway if any increase in flood levels during the base flood discharge would result.~~

~~(i) Prerequisites for granting variances:~~

~~(1) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.~~

~~(2) Variances shall only be issued upon a showing of good and sufficient cause; a determination that failure to grant the variance would result in exceptional hardship to the applicant; and a determination that the granting of a variance will not result in increased flood heights, additional expense, additional threats to the public safety, extraordinary public expense, create a nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.~~

~~(3) Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.~~

~~m Variances may be issued by the city for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use (close proximity to water) provided that the criteria outlined in this division are met, and the structure is protected by methods that minimize flood damages during the base flood and create no additional public threats.~~

Sec. 62-250. VARIANCES

1. General provisions.

a. The City Council of the City of McAlester may grant variances for uses which do not satisfy the requirements of the Oklahoma Floodplain Management Act or this ordinance, if the applicant for the variance presents adequate proof that (i) compliance with this ordinance will result in an arbitrary and unreasonable taking of property without sufficient benefit or advantage to the people and (ii) satisfies the pertinent provisions of this Section D. However, no variance shall be granted where the effect of the variance will be to permit the continuance of a condition which unreasonably creates flooding hazards.

b. Any variance so granted shall not be construed as to relieve any person who receives it from any liability imposed by the Oklahoma Floodplain Management Act or by other laws of the state.

c. In no case shall variances be effective for a period longer than twenty (20) years.

d. Any person seeking a variance shall file a petition with the City Council, accompanied by a filing fee of Twenty-five Dollars (\$25.00).

e. Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in Section C(2) and provisions of Section D of this Article IV have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.

f. Any person seeking a variance to build a structure below the base flood elevation will be issued a notice signed by the Mayor of the City Council which states that (i) the cost of flood insurance will be commensurate with the increased risk resulting from permitting the structure to be built lower than the base flood elevation, and (ii) such construction below the base flood level increases risks to life and property.

g. At such time as the City Council deems the petition ready for notification to the public, the City Council shall schedule a hearing and direct the applicant to publish notice thereof in a newspaper of general circulation in Pittsburg County at least thirty (30) days prior to the hearing.

h. The City Council shall conduct the hearing and make determinations in accordance with the applicable provisions of this Section D. The City Council shall exercise wide discretion in weighing the equities involved and the advantages and disadvantages to the applicant and to the public at large when determining whether the variance shall be granted.

i. Variances shall only be issued upon:

(1) A showing of good and sufficient cause;

(2) A determination that failure to grant the variance would result in exceptional hardship to the applicant;

(3) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the

public, or conflict with existing local laws, regulations or ordinances; and

- (4) A determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

j. Upon consideration of the factors stated in this Section D and the intent of this ordinance, the City Council may attach such conditions to the granting of a variance as it deems necessary to further the purposes and objectives stated in Article I, Section C of this ordinance.

k. The Floodplain Administrator shall maintain a record of all variance actions, including justification for their issuance; and a copy of any variance issued by the Floodplain Board shall be sent by the Floodplain Administrator to the OWRB and FEMA within fifteen (15) days after issuance of the variance.

2. Special provisions.

a. Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this ordinance.

b. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

c. Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

d. Variances may be issued for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that:

(1) The criteria of Section D (1) (e); Section D (1) (i); Section D (2) (b); and Section D (2) (c) of this Article IV are met, and

(2) The structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

SECTION 8: Chapter 62, Article V, Sec. 62-262, is hereby amended to read as follows:

Sec. 62-262. Specific standards for certain areas.

~~—In all areas of special flood hazard where base flood elevation data have been provided as required, the following provisions shall apply:~~

- ~~—(2) Nonresidential construction. New construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement) elevated one or more feet above the base flood level or, together with attendant utility and sanitary facilities, be designed so that below the base flood level, the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop~~

~~and/or review structural design, specification and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are flood proofed shall be maintained by the floodplain administrator.~~

Sec. 62-262. SPECIFIC STANDARDS

In all areas of special flood hazards where base flood elevations have been provided or are otherwise determined as set forth in Article III Section B, Article IV Section B(8), or Article V Section C(1), the following provisions are required:

1. **Residential Construction** - new construction and substantial improvement of any residential structure shall have the lowest floor (including basement) elevated at least one (1) feet above the base flood elevation. A registered professional engineer, architect, or land surveyor shall submit a certification to the Floodplain Administrator that the standard of this subsection is satisfied.
2. **Nonresidential Construction** - new construction and substantial improvements of any commercial, industrial or other nonresidential structure shall have the lowest floor (including basement) elevated at least one (1) feet above the base flood elevation. A registered professional engineer, architect, or land surveyor shall submit a certification to the Floodplain Administrator that the standard of this subsection is satisfied.
3. **Enclosures** - new construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:
 - (a) A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided;
 - (b) The bottom of all openings shall be no higher than one foot above grade; and
 - (c) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.
4. **Manufactured Homes** -
 - (a) Require that all manufactured homes to be placed within Zone A on the Pittsburg County FIRM shall be installed using methods and practices that minimize flood damage and have the bottom of the I-beam elevated at least thirty-six (36) inches above grade or at least at or above the base flood elevation. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces. The home shall be installed by a licensed installer according to Oklahoma state law and compliance herewith

shall be certified in writing to the Floodplain Administrator by said installer prior to habitation of the manufactured home.

- (b) Require that manufactured homes that are placed or substantially improved within Zone AE on the Pittsburg County FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the bottom of the I-beam for the manufactured home is elevated at least one foot above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement. A licensed installer shall install the home in accordance with state law and compliance herewith shall be certified in writing to the Floodplain Administrator by said installer prior to habitation of the manufactured home.
5. **Recreational Vehicles** - Require that recreational vehicles placed on sites within Zones A and AE on the Pittsburg County FIRM either:
- (a) Be on the site for fewer than 180 consecutive days,
 - (b) Be fully licensed and ready for highway use, or
 - (c) Meet the permit requirements of Article IV, Section C, and the elevation and anchoring requirements for "manufactured homes" in paragraph (4) of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.
6. **Accessory Structure** – Accessory structures to be placed on sites within Zones A and AE on the Pittsburg County FIRM shall comply with the following:
- (a) The structure shall be unfinished on the interior;
 - (b) The structure shall be used only for parking and limited storage;
 - (c) The structure shall not be used for human habitation. Prohibited activities or uses include but are not limited to working, sleeping, living, cooking, or restroom use;
 - (d) Service facilities such as electrical and heating equipment must be elevated to or above the BFE;
 - (e) The structure shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters;
 - (f) The structure shall be designed to have low flood damage potential and constructed with flood resistance materials;
 - (g) The structure shall be firmly anchored to prevent flotation, collapse, and lateral movement;

- (h) Floodway requirements must be met in the construction of the structure;
- (i) Openings to relieve hydrostatic pressure during a flood shall be provided below the BFE; and
- (j) The structure shall be located so as not to cause damage to adjacent and nearby structures.

SECTION 9: Chapter 62, Article V, Sec. 62-263, is hereby amended to read as follows:

Sec. 62-263. Standards for subdivision proposals.

- ~~—(a) All subdivision proposals including manufactured home parks and subdivisions shall be consistent with sections 62-224-62-226.~~
- ~~—(b) All proposals for the development of subdivisions including manufactured home parks and subdivisions shall meet development permit requirements of this article and all provisions of this subdivision.~~
- ~~—(c) Base flood elevation data shall be generated by the developer for all subdivision proposals and other proposed development (including manufactured home parks and subdivisions), greater than 30 lots or three acres, whichever is lesser, if not otherwise provided pursuant to previous provisions of this article.~~
- ~~—(d) All subdivision proposals including manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.~~
- ~~—(e) All subdivision proposals including manufactured home parks and subdivisions shall have public utilities and facilities such as water, sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.~~

Sec. 62-263. STANDARDS FOR SUBDIVISIONS

1. The applicant for a Development Permit for any subdivision located in Zones A and AE which is 51 or more lots or greater than 5 acres shall generate the base flood elevation data for that subdivision.
2. All subdivisions including the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.
3. All subdivisions including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

SECTION 9: Chapter 62, Article V, Sec. 62-263, is hereby amended to read as follows:

Sec. 62-265. Floodways.

~~Located within areas of established special flood hazard are areas designated and regulated as floodways. Since the flood way is an extremely hazardous area due to the velocity of floodwaters~~

~~which carry debris, potential projectiles and erosion potential, the following shall apply without condition:~~

- ~~(1) Encroachments are prohibited, including all fill, new construction, substantial improvements and other development, unless certification by a professional registered engineer or architect is provided that demonstrates that encroachments shall not result in any increase in flood levels within the community during the occurrence of the base flood discharge.~~
- ~~(2) If the above provisions are wholly satisfied, all new construction and substantial improvements shall comply with all other applicable flood hazard reduction provisions.~~

Sec. 62-265. FLOODWAYS

The following provisions shall apply to floodways:

1. Encroachments, including but not limited to fill, new construction, substantial improvements and other development are prohibited within the adopted floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the City of McAlester during the occurrence of the base flood discharge.
2. If Article V, Section D.1 above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Article V.
3. The City of McAlester may permit encroachments within the adopted floodway that would result in an increase in base flood elevations, provided that the applicant for the Development Permit complies with all of 44 CFR Section 65.12.

SECTION 10: Chapter 62, Article V, Sec. 62-266, is hereby added:

Sec. 62-266. FLOODPLAIN MANAGEMENT FEE SCHEDULE

The McAlester City Council may impose the following fee schedule not to exceed \$500.00 for any one service, at their discretion:

- a. Notice of Intent Fee- \$25.00 maximum
- b. Floodplain Development Permit Application Review-\$100.00
- c. Floodplain Development Permit Fee-\$ 50.00
- d. Inspection Fee-per inspection-\$50.00.

A. PENALTIES FOR NONCOMPLIANCE

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations. A structure or other development without the elevation certificate or other certifications required in this ordinance is presumed to be in violation until such time as that documentation is provided. Violation of the provisions of this ordinance by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$500.00 for each

violation, and in addition shall pay all costs and expenses involved in each case. Nothing herein contained shall prevent the City Council of the City of McAlester or its City Attorney from taking such other lawful action as is necessary to prevent or remedy any violation.

B. CERTIFICATION

It is hereby found and declared by the City Council of the City of McAlester that severe flooding has occurred in the past within its jurisdiction and will certainly occur within the future; that flooding is likely to result in infliction of serious personal injury or death, and is likely to result in substantial injury or destruction of property within its jurisdiction; in order to effectively comply with minimum standards for coverage under the National Flood Insurance Program, and in order to effectively remedy the situation described herein, it is necessary that this ordinance become effective immediately.

This ordinance goes into effect immediately and after this date supersedes any previous floodplain management regulations or ordinance(s) applicable to the City of McAlester. However, the current flood map for the City of McAlester shall be used until July 22, 2010, when at this time the new FIS and FIRM dated July 22, 2010 shall be used.

~~Secs. 62-266-62-275. Reserved.~~

~~Secs. 62-267--62-275. Reserved~~

SECTION 11: SEVERABILITY. If any section, clause, sentence, or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 11: EMERGENCY CLAUSE. WHEREAS, it being immediately necessary for the preservation of the peace, health, safety and public good of the City of McAlester and the inhabitants thereof that the provisions of this ordinance be put into full force and effect, an emergency is hereby declared to exist by reason whereof this ordinance shall take effect and be in full force and effect from and after its passage, as provided by law.

PASSED and the EMERGENCY CLAUSE ruled on separately this ____ day of _____, 2010.

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

**By _____
Kevin E. Priddle, Mayor**

I, _____, the undersigned City Clerk of the City of McAlester, hereby certify that the above is a true and correct copy of a flood damage prevention ordinance duly adopted by the City Council of the City of McAlester at a regular meeting of said City Council duly convened and held on _____, 2010.

I further certify that the Oklahoma Open Meeting Act was complied with in all respects for such meeting.

City Clerk, City of McAlester

(SEAL)

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

William J. Ervin, City Attorney



McAlester City Council

AGENDA REPORT

| | | | |
|----------------|----------------------|------------------|---|
| Meeting Date: | May 11, 2010 | Item Number: | 5 |
| Department: | Finance Department | | |
| | Gayla D. Duke, Chief | | |
| Prepared By: | Financial Officer | Account Code: | |
| Date Prepared: | May 3, 2010 | Budgeted Amount: | |
| | | Exhibits: | 1 |

Subject

Consider, and act upon, authorizing the Mayor to sign a Remote Deposit Services Agreement with First National Bank and Trust Co. of McAlester, Inc., dated April 22, 2010.

Recommendation

Motion to authorize the Mayor to sign a Remote Deposit Services Agreement with First National Bank and Trust Co. of McAlester, Inc., **pending approval of the contract by the City Attorney.**

Discussion

The agreement is to allow the City to utilize equipment provided by the bank to scan and capture images of checks and/or money orders and transmit same to the bank electronically for deposits into our bank account(s). The bank is also going to provide the service contract for the first year for the equipment and thereafter it will be \$720 a year. This equipment will increase efficiency with the deposits, both for the City and for the bank.

Approved By

| | Initial | Date |
|-----------------|----------------|----------|
| Department Head | GDD | 05/04/10 |
| City Manager | PJS <i>PJS</i> | 05/05/10 |

First National Bank

& Trust Co. of McAlester Member FDIC

April 22, 2010

Gayla Duke,

We have met to discuss the availability of the Remote Deposit Services that are available through First National Bank. I believe we agree on how valuable this service is to your operation and how beneficial it is to First National Bank. I would like to summarize our offerings to you about this service.

| | | |
|------------------------------------|----------|----------------------------|
| Initial Purchase of Scanner: | \$0.00 | (\$1455.60 Value) |
| First Year Service Agreement: | \$0.00 | (\$ 720.00 Value) |
| Subsequent Years Service Agreement | \$720.00 | (Due on July 1 each year.) |

There are no other per item costs or any other expenses with this program. It will help to reduce the time it takes to prepare each deposit and minimize time out of the office for the staff that takes the deposits to the bank. If you have any questions, please call me at (918)423-9675.

Sincerely,



Thomas Lucas
Cashier

Remote Deposit Services Agreement

THIS REMOTE DEPOSIT SERVICES AGREEMENT is made and entered this 22 day of April, 2010 by First National Bank & Trust Co. of McAlester, Inc. (herein the "Bank"), and The City of McAlester (herein the "Customer").

WITNESSETH:

WHEREAS, the Customer has authorized the Bank to provide certain electronic capture services, specifically Remote Deposit Capture, ("First Direct Deposit" or "RDC") to the Customer as herein described;

WHEREAS, the Customer receives payments by paper checks from its customers (the "Indirect Customers"); and

WHEREAS, the Bank has agreed to provide such services to the Customer on the terms and conditions herein described.

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

1. General. First Direct Deposit provided by the Bank to the Customer, consisting of a check scanning device (the "Scanner"), access to a browser based software program, and all related materials and documentation (collectively herein the "Program"), permits the Customer to conduct certain check related activities with the Bank electronically. Additionally, the Bank also may provide a computer to the customer upon request, whereby the customer agrees to pay a monthly fee based on the Bank's current schedule of fees for such equipment. RDC activities include the ability to scan the Customer's paper checks (the "Images") and electronically transmit to the Bank, and for the Bank to use electronic information, including images, captured from these checks to process transactions as Image Replacement Documents (IRDs) as permitted under the Check Clearing for the 21st Century Act ("Check 21 Transactions") (collectively, the "Services"). The Services are provided by the Bank and its vendors for access and use by Customer.
2. Laws, Rules, and Regulations. Customer agrees to comply with all existing and future operating procedures used by the Bank for processing of transactions. Customer further agrees to comply with all applicable state or federal laws, rules and regulations affecting the use of checks and drafts, including but not limited to rules and procedural guidelines established by the Federal Trade Commission (FTC) and the National Automated Clearing House Association (NACHA). These laws, procedures, rules, regulations, and definitions (collectively the "Rules") shall be incorporated herein by reference. In the event of conflict between the terms of this Agreement and the Rules, the Rules will control the interpretation of this Agreement.
3. Use of Scanner and Program by Customer. The Bank is providing the Scanner and Program to the Customer to allow the Customer to create Images of the paper checks received from Indirect Customers and to then transmit these Images electronically for the purpose of having Check 21 Transactions initiated. As such, the Indirect Customers will not receive their original cancelled paper checks through the check clearing system. These paper checks will be stamped "ELECTRONICALLY PROCESSED" by the Customer or the Scanner and will remain with the Customer for a period of 14 calendar days before being destroyed. The images of these checks will be maintained by the Bank

for a period of seven years. Should Customer or Indirect Customers need a check researched, the Bank will provide the image from its archive during the record retention period.

4. Customer's Obligations to Indirect Customers. As the Customer will be receiving the Indirect Customers' paper checks, and creating Images from these checks to process as Check 21 Transactions, and as the Customer will be retaining and then destroying the Indirect Customers' paper checks, the Customer must comply with the following responsibilities.
 - a. Retain Paper Checks after Converting to Images. Paper checks will be handled and retained for a minimum of 14 calendar days as stated in Section 3 above before being shredded in at least a crosscut shredder.
 - b. Compliance with Rules; No-Disclosure and Confidentiality. Customer agrees both to (i) comply with and (ii) cooperate and assist the Bank and its vendors in complying in a complete and timely manner with the Rules. Customer agrees to execute and deliver to the Bank all such instruments, as the Bank may from time to time reasonably deem necessary. Customer shall not disclose to any third party other than the Bank, or any agent of Customer for the purpose of assisting Customer in completing a transaction, or as specifically required by law, any account information or other personal information. Customer, in an area limited to select personnel, and prior to discarding, shall destroy in a manner rendering data unreadable all material containing account information after it has been retained for a period specified by the Rules.
5. Right to Use Program/Limited Sublicense. The Bank hereby grants to the Customer a non-transferable and non-exclusive sublicense for use of the Program, subject to the terms and conditions set forth in this Agreement. Customer acknowledges and agrees that the Program is valuable, confidential, and proprietary property of THE VENDOR and agrees not to transfer, distribute, copy, reverse compile, modify or alter the Program.
6. Delivery and Installation. The Bank shall deliver to the Customer a Scanner and access to the Program. The Bank agrees to further provide instruction and consultation to assist Customer in its initial installation of the Scanner and setup of the Program.
7. Maintenance. After delivery and installation of the Scanner and Program and until the termination of this Agreement pursuant to Section 8, the Bank will assist the Customer in obtaining from THE VENDOR technical support and other information for the operation and use of the Scanner and Program, and will provide to the Customer any modifications, refinements and enhancements to the Scanner or Program which the Vendor may hereafter implement and which the Bank has received notification from the Vendor.
8. Term. This Agreement is effective from the date the Scanner and the Program are received by Customer and shall remain in force until termination. This Agreement shall be terminated (i) upon thirty (30) days' prior written notice by either party to the other at the then current address of record, (ii) upon termination of the account relationship between the parties, (iii) upon failure of the Customer to comply with the terms and conditions of this Agreement, (iv) upon termination of the Software License Agreement, or (v) any other event which causes the Vendor to be unable to provide the Program to the Bank or the Customer. The Customer agrees to return the Scanner, if provided by the Bank, and all written and/or electronic documentation related to the Scanner and/or Program to the Bank, together

with all copies thereof, upon termination. The provisions of this Agreement protecting the proprietary rights of the Vendor and the Bank will continue in force after termination.

9. Fees. Customer agrees to pay the fees for access to and use of the Scanner and the Program at the rates specified by the Bank's Fee Schedule and Account Analysis Schedule hereafter provided to the Customer. The Bank may change the fees charged to the business Customer any time during the term of this Agreement and to a consumer after providing 30 days written notice to Customer. The Bank may deduct all fees due from any account of the Customer at the Bank.
10. Account. The Customer will maintain with the Bank at least one demand deposit or commercial checking account (the "Account(s)") for the purpose of providing available funds and for deposit of received funds in connection with the use of the Services. In addition to the terms of this Agreement, the Account will be subject to a separate Account Agreement. Unless the Bank otherwise requires the Customer to maintain collected funds, the Customer agrees to maintain sufficient available funds in the Account(s) to support any transaction initiated under the Services and to cover any fees the Customer is obligated to pay under this Agreement. If at any time there are not sufficient collected funds in the Account to cover all outstanding transactions and other payment obligations of the Customer under this Agreement, Customer agrees to immediately pay the Bank, on demand, the amount of any deficiency in such outstanding transactions and obligations. The Bank may, without prior notice or demand, obtain payment from Customer for any of its obligations under this Agreement by debiting any account of the Customer at the Bank.
11. Settlement Reserve. Customer may be required to maintain a reserve ("Settlement Reserve") of an amount to be solely determined by the Bank. Customer hereby acknowledges and agrees that any Settlement Reserve will be deposited in a Bank account for exclusive use by the Bank for purposes of offsetting any Customer obligations under this Agreement. If Customer's Settlement Reserve falls below the required amount, Customer authorizes the Bank to immediately replenish the Settlement Reserve to an amount to be determined by the Bank via a debit to the Customer Account or by a direct deposit to the Settlement Reserve. No interest will be paid on the Settlement Reserve. Customer grants the Bank a security interest in any Settlement Reserve so that the Bank may enforce any obligation owed by Customer under this Agreement without notice or demand to Customer. Customer's obligation to maintain a Settlement Reserve shall survive the termination of this Agreement for the duration of the Termination Period during which time the Bank's security interest shall continue.
12. Right of Setoff. Customer hereby acknowledges and agrees that the Bank shall have a right of setoff against any and all fees, Returns and Refunds owed the Bank by Customer under this Agreement.
13. Authorization. The Customer will provide to the Bank properly executed authorizations from Customer (which may be designated by resolution executed in conjunction to the establishment of Customers deposit account), in form acceptable to the Bank identifying by name and title the officers of the Customer who are authorized to sign this Agreement and perform the obligations of the Customer under this Agreement. In the absence of such authorizations, Customer agrees that individuals authorized to sign on Customers deposit account are authorized to sign this Agreement and perform the obligations of the Customer under this Agreement. From time to time hereafter, the Customer may identify other persons who are authorized to provide instructions or directions to the Bank, to sign any document or instruction on behalf of the Customer relating to this Agreement, and to take any action on behalf of the

Corporation, provided, however, that the Bank may rely upon, as authentic and duly authorized, any written or other communication from any person purporting to be an officer of the Corporation or other representative of the Corporation regardless of whether the Corporation shall have provided to the Bank any evidence of such person's authority.

14. Account Reconciliation. All transactions which result in a debit or credit to the Account initiated by the Customer using the Services will be reflected on the Customer's monthly account statements. The Customer will notify the Bank, within thirty (30) days after the mailing of the account statements by the Bank of any discrepancies between the account statements and the Customer's records of transactions initiated through the Services. Failure of the Customer to notify the Bank within said time period of any such discrepancies will preclude the Customer from asserting any claims for damages or other liabilities against the Bank by reason of such discrepancies.
15. ENTRIES. Customer shall be responsible for the accuracy and propriety of all Entries submitted to the Bank for processing, as well as responsible for obtaining all required approvals for the processing of the Entry from the Indirect Customer. Customer shall be liable for each Entry and warrants that it complies with the Rules.
16. DISCREPANCIES. In the event of any conflicts in the instructions received by the Bank regarding the Customer or any Entries relating to them, the Bank may at its option and with or without notice, hold or interplead, comply with the legal process or other order, or otherwise limit access by the Customer or by the Bank to the funds, Entries, or proceeds thereof.
17. Processing Deadline. The Bank has specific processing deadlines. Files received by the deadline will be transmitted that day to the Banker's Bank for settlement on the effective entry day. Files received after the deadline will be processed the next business day.
18. Notice of Provisional Credit. In the case of any Credit Entry subject to Article 4A of the Uniform Commercial Code, credit given by the Receiver's Depository Financial Institution (RFDI) to the Recipient with respect to such an Entry is provisional until the RFDI has received final settlement through a Federal Reserve Bank or otherwise has received payment as provided in applicable Oklahoma State law. If such settlement or payment is not received, the RFDI shall be entitled to a refund from the Recipient of the amount credited, and the Customer shall not be deemed to have paid the Recipient the amount of the Entry.
19. Debits Not As Authorized. If an unauthorized Debit Entry is confirmed in writing by the Recipient, the Recipient will have the right, unless waived in accordance with the Rules, to have the amount of such Debit Entry immediately credited to the Recipient's account by the RFDI as set forth in the Rules. The Customer's Account will be debited for the amount thereof.
21. Reversing Entries. If the Customer discovers that any Entry it has initiated was in error, the Customer will notify the Bank immediately. The Bank will then notify the Customer as to whether the transmission of the File or the Entry to the Check 21 Transaction has been initiated. The Customer shall then have the sole right and responsibility to initiate a Reversal of the Entry in accordance with the Rules.

22. Remakes of Rejected Entries or Files. If an entry or file is rejected due to improper processing or unexcused delays by the Bank, the Bank will Remake such Entry or File and re-send it. If such Entry or File was rejected as a result of improper processing or the supplying of incomplete information by the Customer, the Customer will Remake the Entry or File, or supply the Bank with complete information for Remaking the Entry or File, at the Customer's expense, and the Bank will send such Entry.
23. Unauthorized Access; Security Procedures. The Customer shall be solely responsible for protecting against unauthorized access to the Scanner and the Program and any and all losses and damages arising from any unauthorized access to the Scanner and the Program. The Customer shall establish physical security, passwords and other security procedures necessary to ensure the confidentiality of access features. The Customer shall make such procedures and security features known only to those authorized representatives of the Customers who will use the Scanner and the Program. The Bank shall have no obligation, liability or control, either directly or indirectly over said procedures or the failure of Customer to maintain said procedures. The Customer shall be solely responsible for designating its authorized representatives and disclosing the identity of said representatives, and all changes thereof, to the Bank, provided, however, the Bank shall not be responsible for verifying the authenticity of any person claiming to be a representative of the Customer or the authenticity of any instruction, direction or information provided to any said person. Any instructions, directions or other information provided by the Customer, or any representative of the Customer, under the Services shall be deemed to have been authorized by the Customer, and the Bank shall be indemnified and held harmless by the Customer for acting upon any such direction, instruction or information.
- a. THE BANK will provide Customer with an Administrative and Gateway User Name and Password. Customer may appoint an individual ("Administrator") with the authority to: (a) determine who will be authorized to use the Services; (b) establish separate passwords for each user; and (c) establish limits on each user's authority to access information and conduct transactions. Customer is responsible for the actions of its Administrator, the authority the Administrator gives others to act on its behalf, and the actions of the persons designated by the Administrator to use the Bank service. Customer agrees to: (a) take reasonable steps to safeguard the confidentiality of all Passwords; (b) limit access to its passwords to persons who have a need to know such information (c) closely and regularly monitor the activities of employees who access the Bank service (d) prohibit its employees and agents from initiating Entries without proper supervision and adequate controls; and (e) remove users they deem no longer authorized to use the Services.
 - b. Customer understands that the use of Passwords and the Bank service instructions is confidential and agrees to assume all risks of accidental disclosure or inadvertent use by any party whatsoever, whether such disclosure of use are on account of Customer's negligence or are deliberate acts. Customer acknowledges that no person from the Bank will ever ask for any Passwords and that the Bank employees do not need and should not ask for passwords.
 - c. Customer shall change its passwords periodically and whenever anyone who has had access to a password is no longer employed or authorized by it to use the Bank service. The Bank may require Customer to change its passwords at any time. The Bank may deny access to the Bank service without prior notice if it is unable to

confirm (to its satisfaction) any person's authority to access the service or if the Bank believes such action is necessary for security reasons.

24. Customer Representations and Warranties. With respect to each and every check that the Customer scans into an Image using the RDC system, the Customer represents and warrants to the Bank that: (a) each Indirect Customer shown as the payor on an Image received by the Bank from the Customer was from an Indirect Customer, (b) the Customer shall be bound by and comply with all procedures and operating guidelines established by the Bank, contained herein or subsequently created, and (c) the Customer assumes responsibility for any paper check that is transmitted which for any reason is not paid.

25. Indemnification.

- a. All disputes between Customer and any Indirect Customer relating to any debit/credit transaction shall be settled between Customer and Indirect Customer. Customer agrees to indemnify and hold the Bank and its processors harmless from any claim, liability, loss, or expenditure relating to any such transaction or from Customer's breach of any of its obligations under this Agreement. The Bank retains the right to offset the Customer's account for amounts the Bank is damaged by Customer's actions.
- b. The Customer will defend, indemnify and hold harmless the Bank and its processors against and in respect to any and all losses, liabilities, expenses and damages, including consequential, special and punitive damages, directly or indirectly resulting from: (i) the processing of any request received by the Bank under the RDC system; (ii) any breach of the provisions of this Agreement or the Rules; (iii) any dispute between the Customer and any third party in connection with the use of the RDC system; (iv) any breach of the Customer's representations for any transaction submitted by the Customer described in this agreement; (v) any loss or expenditure which results from any transaction submitted by the Customer caused by the Indirect Customer's inability to fund the transaction; and (vi) any and all actions, suits, proceedings, claims, demands, judgments, costs and expenses (including attorney's fees) incident to the foregoing. The terms of this Section shall survive termination of this Agreement.

26. LIMITATIONS OF LIABILITY. THE BANK'S ENTIRE LIABILITY AND THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE BANK'S DISCLAIMER OF WARRANTY IS LIMITED TO THE REPLACEMENT OF ANY SCANNER OR DISKETTE THAT IS RETURNED TO THE BANK. IN NO EVENT SHALL THE BANK BE LIABLE TO CUSTOMER FOR ANY DAMAGES, INCLUDING LOST PROFITS, LOST SAVINGS OR OTHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PROGRAM AND DOCUMENTATION, OR FOR ANY CLAIM BY ANOTHER PARTY. THE BANK'S DUTIES AND RESPONSIBILITIES IN CONNECTION WITH ACH TRANSACTIONS AND CHECK 21 TRANSACTIONS ARE LIMITED TO THOSE DESCRIBED IN THIS AGREEMENT. THE BANK WILL BE DEEMED TO HAVE EXERCISED ORDINARY CARE AND TO HAVE ACTED REASONABLY IF THE BANK HAS ACTED IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT AND WILL BE LIABLE FOR LOSS SUSTAINED BY CUSTOMER ONLY TO THE EXTENT SUCH LOSS IS CAUSED BY THE BANK'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE BANK WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE BANK'S ACT OR OMISSION. THE BANK WILL HAVE NO LIABILITY FOR ANY LOSS OR

DAMAGE: (A) RELATED TO THE DISHONESTY OF THE CUSTOMER'S EMPLOYEES, OFFICERS OR AGENTS; (B) RESULTING FROM ANY RECEIVING BANK'S FAILURE TO ACCEPT ANY CHECK 21 TRANSACTIONS; OR (C) RESULTING FROM ANY DELAY IN THE PERFORMANCE OF THIS AGREEMENT, WHICH IS CAUSED BY AN ACT OF GOD, FIRE OR OTHER CASUALTY, ELECTRICAL OR COMPUTER FAILURE, DELAYS OR FAILURE TO ACT BY ANY CARRIER, MEDIUM OR AGENT OPERATING BETWEEN THE BANK AND THE CUSTOMER OR BETWEEN THE BANK AND THIRD PARTIES OR ANY OTHER CONDITION OUTSIDE THE BANK'S CONTROL. NO THIRD PARTY WILL HAVE RIGHTS OR CLAIMS AGAINST THE BANK UNDER THIS AGREEMENT. THE TERMS OF THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

27. DISCLAIMER OF WARRANTY. NO WARRANTIES WITH RESPECT TO THE SCANNER AND THE PROGRAM ARE MADE BY THE BANK NOR DOES THE BANK WARRANT THAT THE SCANNER AND THE PROGRAM WILL MEET SPECIFIC REQUIREMENTS OF THE CUSTOMER. NEITHER THE BANK MAKE ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE USE OF THE SCANNER AND/OR THE PROGRAM. THE BANK DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF CUSTOMER'S ABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
28. Equipment. The Bank is not responsible for any loss, damage or injury resulting from (i) an interruption in Customer's electrical power or telephone service; (ii) the disconnecting of Customer's telephone line by Customer's local telephone company or from deficiencies in Customer's line quality; or (iii) any defect or malfunction of the Scanner or telephone line.
29. The Bank's Liability for Failure to Complete Transactions. The Bank will process and complete all transfers (to and from eligible accounts) properly initiated through the RDC system in accordance with the terms on the Image and the terms of this Agreement. If the Bank or its processors do not complete a Check 21 Transaction on time or in the correct amount in accordance with terms on the Image and under the terms of this Agreement, the Bank's liability for Customer's losses and damages will be limited to those directly and proximately caused by the Bank's failure, not to include indirect, consequential, special or exemplary damages. Further, the Bank will not be liable if:
- a. Through no fault of the Bank, the Indirect Customer does not have enough money in his or her account to make the transfer or payment.
 - b. The Scanner or the Program is not working properly, and Customer knew about the malfunction when Customer initiated use of the Services.
 - c. The Indirect Customer's depository institution mishandles or delays handling Check 21 Transactions initiated by the Bank.
 - d. There is an error on the Indirect Customer's paper check.
 - e. Circumstances beyond the Bank's control (such as fire, flood, or delay in the U.S. Mail) prevent the proper completion of the transaction despite reasonable precautions by the Bank to avoid these circumstances.

30. Entire Agreement; Severability. This Agreement together with all exhibits, schedules and attachments hereto, the Account Agreement and the Rules (as incorporated herein) represent the entire agreement and understanding of the parties. If any portion of this Agreement is found to be unenforceable, all remaining portions shall remain in full force and effect. In the event of any inconsistency or conflict between the terms of this Agreement and any present or future statute, regulation or governmental policy to which the Bank is subject and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy and the Bank shall incur no liability to the Customer as a result of such violation or amendment.
31. Assignment; Sublicense. Customer agrees not to assign, transfer or dispose of its rights and obligations under this Agreement and not to further sublicense, assign or transfer the Program, except as expressly provided in this Agreement.
32. Governing Law. This Agreement is governed by the laws of the State of Oklahoma (except to the extent Federal law governs the copyrights and trademarks of the Vendor and its successors or assigns) and the Rules.
33. Signatures. By signing this Agreement, the undersigned acknowledge that they have read and accepted the terms and conditions of this Agreement, and agree to be bound by its terms.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

FIRST NATIONAL BANK

By: 

CUSTOMER

By: _____

MERCHANT NAME (LEGAL) The City of McAlester

DBA _____ Years Established _____

Type of Business: INC LLC LLP Partnership Sole Proprietorship DBA

STREET ADDRESS _____

MAILING ADDRESS _____ CITY, STATE, ZIP _____

PHONE _____ DEPOSIT ACCOUNT NO. _____

FAX _____ EMAIL ADDRESS _____

NOTIFICATIONS WILL BE SET TO YOU VIA: FAX: _____ EMAIL: _____

ADMINISTRATOR _____ NUMBER OF LOCATIONS _____ NUMBER OF USERS _____

NATURE OF BUSINESS _____

EST. DAILY ITEM COUNT _____ MAXIMUM ITEM COUNT _____

ADDITIONAL LOCATIONS:

SCANNER TYPE, SERIAL NUMBER, AND LOCATION:

SIGNATURES:

Authorized Signature for Merchant/Title

Bank Representative Signature

Printed Name/Date

Printed Name/Date

Schedule A

COMPUTER REQUIREMENTS

- Pentium Class 4 - 2.4 GHz Intel/AMD Processor or better.
- 512 MB DDR Ram (1 GB recommended).
- 40 GB Hard Drive (with 10 GB minimum available for image storage).
- SVGA video card (16 bit).
- 15" Monitor (minimum) capable of 1024x768 resolution.
- USB v2.0 Connection.
- CD/DVD Burner to archive images for permanent/long term storage.
- 400 Watt or better UPS Battery Backup recommended.
- Windows Vista, Windows XP Professional, or Windows 2003 (XP Professional is preferred).
- 10/1 00 Mbps network card (powered connection recommended).
- High Speed Internet Access (for remote deposits to the bank, support, and future updates).
- Minimal point to point firewall access to allow the merchants to send to the financial institution, and to allow Audiotel access for technical support.

Note: Though RemitPlus Merchant does support 64 bit operating systems and hardware, most scanners and associated drivers are currently limited to 32 bit. Please contact AudioTel technical support before considering the RemitPlus Merchant for any 64 bit application.

EQUIPMENT

Place an "X" inside the box(es) next to the applicable options that you select.

| | | |
|-------------------------------------|--|---|
| <input type="checkbox"/> | RDM Single Check Scanner (Comes with 2 year warranty)
(Small or low check volume [5-25/day] businesses)
(Replacement cost \$299.00)
Cost of Annual Software Licensing Agreement | No Charge

\$240.00 |
| <input checked="" type="checkbox"/> | Panini X90
(Medium Level Businesses/Grocery Stores/High check volume [25-300/day])
(Replacement Cost \$1455.60)
(This has a bin to hold 50 checks+/- and feed automatically, up to 30 checks per minute)
Cost of Annual Software Licensing Agreement | No Charge

\$720.00 |
| <input type="checkbox"/> | Optional Maintenance Agreement (3 year Agreement) | \$381.00 |

| | | |
|--------------------------|---|------------------|
| <input type="checkbox"/> | Cannon 55
(Large Volume Businesses/Central Processing Operations)
(For processing up to 750+ checks per day)
(This has a bin to hold 50 checks +/- and feed automatically, up to 90 checks per minute) | \$1500.00 |
| | Cost of Annual Software Licensing Agreement | \$960.00 |
| <input type="checkbox"/> | Optional Maintenance Agreement (3 year Agreement) | \$494.00 |
| <hr/> | | |
| <input type="checkbox"/> | Canon CR 180ii
(Large Volume Businesses/Central Processing Operations)
(For processing 751-3000 checks per day)
(This has a bin to hold 100 Checks +/- and feed automatically, up to 180 checks per minute) | \$2900.00 |
| | Cost of Annual Software Licensing Agreement | \$1200.00 |
| <input type="checkbox"/> | Optional Maintenance Agreement (Annually) | \$575.00 |

PRICING

| | |
|--|--------|
| Monthly Service Charge | \$0.00 |
| Per Deposit Charge | \$0.00 |
| Per Item Charge | \$0.00 |
| (Standard Business Checking costs still apply) | |

Addendum: First National Bank will provide you with your first scanner (RDM or Panini X90) and will pay your first year's Software Licensing Agreement. Subsequent years will billed to you for payment, if not paid within 30 days your account will be debited for the cost of the Software Licensing Agreement.



McAlester City Council

AGENDA REPORT

Meeting Date: May 11, 2010
Department: Finance
Prepared By: Gayla Duke
Date Prepared: May 3, 2010

Item Number: 6
Account Code:
Budgeted Amount:
Exhibits: 3

Subject

Discuss, consider, and act upon, authorizing approval for the three attached budget transfers for the FY 09-10.

Recommendation

Motion to approve the three attached budget transfers prepared and approved by staff.

Discussion

City Ordinance #2327 which adopted the budget for the fiscal year 2009-2010 authorized the City Manager to approve budget transfers of unexpended and unencumbered appropriations within a fund. This ordinance also requires council approval of transfers in excess of \$25,000. Please approve the following budget transfers:

T0910-002: **Economic Development Fund** – Did not change intention of original budgeted expenditures, only moved budget dollars from one line item to another in order to segregate and separate the budget for MEDS contractual payments away from budgeted Economic Development Capital Outlay Sewer Projected.

T0910-009: **General Fund** – Please see notes on transfer and attachments. Transfer to adjust over-budget accounts due to errors in budgeting, etc. First corrected audit budget but then no longer needed.

T0910-011: **McAlester Public Works Authority Fund** – Please see notes on transfer and attachments. Transfer to adjust over-budget accounts due to errors in budgeting, etc. Corrected audit budget as noted above.

Approved By

Department Head
City Manager

Initial
GD

GD

Date
05/03/10

City of McAlester
Transfer of Appropriation - FY 2009-2010
Economic Development Fund
30-Sep-09

Account Appropriated From

| Fund Number | Account Number | Department | Description | Balance Before Adjustment | Amount of Adjustment (Decrease) | Balance After Adjustment |
|-------------|----------------|---------------|---|---------------------------|---------------------------------|--------------------------|
| 30 | 5211360 | Economic Dev. | Mc Economic Development (Acct. for MEDS payments) | 471,226 | (251,377) | 219,849 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Total | | | | | <u>\$ (251,377)</u> | |

Account Appropriated To

| Fund Number | Account Number | Department | Description | Balance Before Adjustment | Amount of Adjustment Increase | Balance After Adjustment |
|-------------|----------------|---------------|---|---------------------------|-------------------------------|--------------------------|
| 30 | 5211403 | Economic Dev. | Economic Devel. Projects Capital Outlay | 300,000 | 251,377 | 551,377 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Total | | | | | <u>\$ 251,377</u> | |

Reason for Transfer: Reclassify budget moving dollars budgeted for sewer project to correct account, leaving account 30-5211360 for MEDS payments only.

Approval N/A
 Department Head

Approval Pete Olstad 10-2-09
 City Manager Date

Approval Gayla Duke 922
 Chief Financial Officer Posted By GD Date 10-2-09 BA# 685 Pkt.# 685

- Reclassified Budget to keep MEDS budget in their own line item -

City of McAlester
Transfer of Appropriation - FY 2009-2010
General Fund
28-Feb-10

Account Appropriated From

| Fund Number | Account Number | Department | Description | Balance Before Adjustment | Amount of Adjustment (Decrease) | Balance After Adjustment |
|-------------|----------------|-------------------|-----------------------|---------------------------|---------------------------------|--------------------------|
| 01 | 5215301 | Interdepartmental | Auditing | 37,605 | (19,960) | 17,645 |
| 01 | 5215323 | Interdepartmental | Damages | 50,000 | (27,282) | 22,718 |
| 01 | 5215315 | Interdepartmental | Telephone Utility | 72,000 | (7,065) | 64,935 |
| 01 | 5432316 | Fire | Repairs & Maintenance | 2,600 | (600) | 2,000 |
| 01 | 5431316 | Fire | Repairs & Maintenance | 12,400 | (2,000) | 10,400 |
| | | | | | | - |
| | | | | | | - |
| | | | | | | - |
| | | | Total | | \$ (56,907) | |

Account Appropriated To

| Fund Number | Account Number | Department | Description | Balance Before Adjustment | Amount of Adjustment Increase | Balance After Adjustment |
|-------------|----------------|-------------------|-------------------------------|---------------------------|-------------------------------|--------------------------|
| 01 | 5215302 | Interdepartmental | Consultants | 3,500 | 25,000 | 28,500 |
| 01 | 5215317 | Interdepartmental | Postage | 0 | 9,070 | 9,070 |
| 01 | 5215321 | Interdepartmental | Auto Insurance | 42,358 | 13,000 | 55,358 |
| 01 | 5215626 | Interdepartmental | Transfer-Grants (Fire) | 0 | 172 | 172 |
| 01 | 5432308 | Fire | Contracted Services (Billing) | 2,500 | 8,000 | 10,500 |
| 01 | 5432330 | Fire | Dues & Subscriptions | 0 | 1,500 | 1,500 |
| 01 | 5431510 | Fire | Lease Pmts. (Ambulance) | 22,500 | 165 | 22,665 |
| | | | | | | - |
| | | | | | | - |
| | | | Total | | \$ 56,907 | |

Reason for Transfer: Transfers to adjust over-budget line items or items with no budget.

Approval: [Signature] Department Head Approval: [Signature] City Manager Date: 3-3-10

Approval: Barbara D. Duke Chief Financial Officer Posted By: GD Date: 3-2-10 BA# 953 Pkt# 701

- See attached prints of accts with budget adjustments posted. At first anticipated two audit fees for budget year but was allowed to accrue the expense in prior budget year.

City of McAlester
Transfer of Appropriation - FY 2009-2010
McAlester Public Works Authority
28-Feb-10


Account Appropriated From

| Fund Number | Account Number | Department | Description | Balance Before Adjustment | Amount of Adjustment (Decrease) | Balance After Adjustment |
|-------------|----------------|-------------------|-------------------------|---------------------------|---------------------------------|--------------------------|
| 02 | 5267301 | Interdepartmental | Auditing | 37,605 | (19,960) | 17,645 |
| 02 | 5864203 | Landfill | Repair & Maint Supplies | 32,000 | (52) | 31,948 |
| 02 | 5864312 | Landfill | Equipment Rentals | 90,000 | (51,661) | 38,339 |
| 02 | 5862203 | Landfill | Repair & Maint Supplies | 215,000 | (1,103) | 213,897 |
| 02 | 5862401 | Fleet Mainten. | Capital Outlay | 30,000 | (15,155) | 14,845 |
| | | | | | | - |
| | | | | | | - |
| | | | | | | - |
| | | | | | | - |
| | | | Total | | \$ (87,931) | |


Account Appropriated To

| Fund Number | Account Number | Department | Description | Balance Before Adjustment | Amount of Adjustment Increase | Balance After Adjustment |
|-------------|----------------|---------------------|----------------------------|---------------------------|-------------------------------|--------------------------|
| 02 | 5267302 | Interdepartmental | Consultants | 2,395 | 15,919 | 18,314 |
| 02 | 5864331 | Landfill | Employee Travel & Training | 0 | 52 | 52 |
| 02 | 5864401 | Landfill | Capital Outlay | 0 | 52,764 | 52,764 |
| 02 | 5267321 | Interdepartmental | Auto Insurance - Fleet | 17,080 | 2,001 | 19,081 |
| 02 | 5267322 | Interdepartmental | Liability Insurance/Bonds | 100,874 | 1,523 | 102,397 |
| 02 | 5216207 | Utility Bill & Coll | Clothing Allowance | 550 | 351 | 901 |
| 02 | 5216331 | Utility Bill & Coll | Travel & Training | 0 | 104 | 104 |
| 02 | 5216401 | Utility Bill & Coll | Capital Outlay | 4,250 | 2,800 | 7,050 |
| 02 | 5871331 | Engineering | Employee Travel & Training | 2,000 | 1,217 | 3,217 |
| 02 | 5871101 | Engineering | Full-Time Payroll | 189,188 | 9,700 | 198,888 |
| 02 | 5216336 | Utility Bill & Coll | Fees | 200 | 1,500 | 1,700 |
| | | | Total | | \$ 87,931 | |

Reason for Transfer: Transfers to adjust over-budget line items or items with no budget.

Approval 
 Department Head

Approval  3-3-10
 City Manager Date

Approval  Posted By AD Date 3-2-10 BA# 953 Pkt.# 701
 Chief Financial Officer

- See attached screen shot prints of accts. with budget amendments regarding audit fees.
- Reclassed budget for landfill equipment from Rental to lease purchase, after Council approval.

Account Management - (View)

File Edit Options Functions Help



Account 01 5215301

Fiscal Year 2009-2010 Current

General Fund

Account Name AUDITING

General | Balance | Budget | Budget Adjustments | History | Detail |

| | | Description | Amount | Budget |
|-----|------------|----------------------|-------------|-----------|
| | | Original Budget | | 25,000.00 |
| 922 | 09/30/2009 | T0910-004 | 12,605.00 | 37,605.00 |
| 953 | 02/28/2010 | BUDGET TFR #T0910-09 | 19,960.00CR | 17,645.00 |
| 956 | 03/31/2010 | TFR #T0910-015 | 3,217.00 | 20,862.00 |

☐ Edit This Record

☐ Clear

View

gaylad

Account Management - (View)

File Edit Options Functions Help



Account 01 5215302

Fiscal Year 2009-2010 Current

General Fund

Account Name CONSULTANTS

General | Balance | Budget | Budget Adjustments | History | Detail |



| | | Debit | Adjustment | Budget |
|-----|------------|----------------------|--------------|-----------|
| | | Original Budget | | 25,000.00 |
| 922 | 09/30/2009 | T0910-004 | 21,500.00 CR | 3,500.00 |
| 953 | 02/28/2010 | BUDGET TFR #10910-09 | 25,000.00 | 28,500.00 |

☐ Edit This Record

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View

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Account Management - (View)

File Edit Options Functions Help



Account 02 5267301

Fiscal Year 2009-2010 Current

MPWA Fund

Account Name AUDITING

General | Balance | Budget | Budget Adjustments | History | Detail |



| | | Original Budget | Adjustment | Budget |
|-----|------------|----------------------|-------------|-----------|
| | | | | 25,000.00 |
| 922 | 09/30/2009 | T0910-003 | 12,605.00 | 37,605.00 |
| 953 | 02/28/2010 | BUDGET TFR #10910-11 | 19,960.00CR | 17,645.00 |
| 958 | 03/31/2010 | T0910-017 | 3,220.00 | 20,865.00 |

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View

gaylad

Account Management - (View)

File Edit Options Functions Help



Account 02 5267302

MPWA Fund

Fiscal Year 2009-2010, Current

Account Name CONSULTANTS

General | Balance | Budget | Budget Adjustments | History | Detail |

| Original Budget | | | | 15,000.00 |
|-----------------|------------|---------------------|-------------|-----------|
| 922 | 09/30/2009 | T0910-003 | 12,605.00CR | 2,395.00 |
| 953 | 02/28/2010 | BUDGET TFR #0910-11 | 15,919.00 | 18,314.00 |

☐ Edit This Record

☐ Clear

View

gaylad



McAlester City Council

AGENDA REPORT

| | | | |
|----------------|-------------------------|------------------|----------|
| Meeting Date: | <u>May 11, 2010</u> | Item Number: | <u>7</u> |
| Department: | <u>City Manager</u> | Account Code: | <u></u> |
| Prepared By: | <u>Peter J. Stasiak</u> | Budgeted Amount: | <u></u> |
| Date Prepared: | <u>May 3, 2010</u> | Exhibits: | <u>2</u> |

Consider, and act upon, a motion to approve the City of McAlester newly elected council members to attend a state required institute for municipal officials consisting of eight (8) hours training.

Recommendation

It is recommended that this motion be approved.

Discussion

State law requires each person elected for the first time to a position of a municipality on or after January 1, 2005 OR appointed for the first time on or after July 1, 2006, to attend an institute for municipal officials consisting of eight (8) hours of training. The statute is codified at Title 11 O.S., Section 8-114.

Approved By

| | <i>Initial</i> | <i>Date</i> |
|-----------------|----------------|-------------|
| Department Head | PJS | 05/03/10 |
| City Manager | PJS <i>PJS</i> | 05/4/10 |

Oklahoma Municipal League

INSTITUTES FOR

NEW & EXPERIENCED MUNICIPAL OFFICIALS

Office of City Manager

APR 28 2010

Received

June 3 & 4, 2010

Tulsa Technology Center – Broken Arrow
4600 South Olive, Broken Arrow

June 10 & 11, 2010

Rose State College
6420 S.E. 15th, Midwest City

State law requires each person elected for the first time to a position of a municipality on or after January 1, 2005, OR appointed for the first time on or after July 1, 2006, to attend an institute for municipal officials consisting of eight (8) hours of training. The statute is codified at Title 11 O.S., Section 8-114.

An officer is defined in 11 O.S. Section 1-102 as "any person who is elected to an office in municipal government or is appointed to fill an unexpired term of an elected office, and the clerk and the treasurer whether elected or appointed. When "officer" or "official" is modified by a term which refers to a personnel position or duty, the holder of the position or duty is not an officer or official of the municipality for any purpose."

The Oklahoma Municipal League is certified by the Department of Career and Technology as a trainer to implement this Act.

AGENDA, DAY 1

(Required for newly elected or appointed.)

8:00–8:30 a.m.

Registration

8:30–8:55 a.m.

Principles of Municipal Government

Forms of Government; Budget & Revenue Issues

Cheryl Dorrance, OML Director of Research

8:55 – 9:45 a.m.

Debt Limitation & Budgeting

Diane Pedicord, OML General Counsel

9:55 – 10:35 a.m.

Liability of Municipal Officials

Cheryl Dorrance, OML Director of Research

10:35 – 11:10 a.m.

Purchasing & Spending

Municipal Contracting, Competitive Bidding

Diane Pedicord, OML General Counsel

11:20 a.m. – 12:10 p.m.

Fair Labor Standards Act

Sue Ann Nicely, OML Associate General Counsel

12:10–1:10 p.m.

Lunch *(on your own)*

1:10 – 2:20 p.m.

Open Meetings

Diane Pedicord, OML General Counsel

2:30 – 3:00 p.m.

Hot Button Employment Issues

Sue Ann Nicely, OML Associate General Counsel

3:00–3:20 p.m.

Meeting Procedures & Decorum

Diane Pedicord, OML General Counsel

3:20– 3:50 p.m.

Open Records

Diane Pedicord, General Counsel, OML

4:00–4:30 p.m.

Ethics

Cheryl Dorrance, OML Director of Research

4:30–5:00 p.m.

Conflict of Interest & Nepotism

Diane Pedicord, OML General Counsel

AGENDA, DAY 2

(Not required but includes essential information.)

8:00 – 8:30 a.m.

Registration

8:30 – 9:20 a.m.

Municipal Finance & Budgeting

This session will cover Oklahoma municipal budgeting, accounting, purchasing and capital project funding in a participatory format.

Midwest City Presenter – Anthony Francisco, Finance Director, Norman

Broken Arrow Presenter – Doug Enevoldsen, City Manager, Sand Springs

9:30 – 10:20 a.m.

Municipal Finance & Budgeting continues

10:30 – 11:30

Conducting Public Meetings

Presenter: Robert Floyd, City Manager Choctaw

11:30 – 12:30

Legislative Update

NEW MUNICIPAL OFFICIALS INSTITUTE NEW MUNICIPAL OFFICIALS INSTITUTE

(You don't have to be new to attend. Everyone is welcome!)

Each person elected or appointed for the first time as an officer of a municipality on or after July 1, 2006 as defined by paragraph 6 of 11 O.S. Section 1-102 shall be required within one (1) year after taking the oath of office to attend an institute for municipal officials. This statutory requirement is found at 11 O.S. Section 8-114.

An officer is defined in 11 O.S. Section 1-102 as "any person who is elected to an office in municipal government or is appointed to fill an unexpired term of an elected office, and the clerk and the treasurer whether elected or appointed. When "officer" or "official" is modified by a term which refers to a personnel position or duty, the holder of the position or duty is not an officer or official of the municipality for any purpose."

The Oklahoma Municipal League is certified by the Department of Career and Technology as a trainer to implement this Act.

| AGENDA | | DATES & LOCATIONS |
|-----------------------|---|--|
| 8:00–8:30 a.m. | Registration | October 14, 2010
Woodward City Hall
Pioneer Room
1219 8th Street
Woodward, OK
580-256-2280 |
| 8:30–9:05 a.m. | Principles of Municipal Government
<i>Forms of Government</i>
<i>Liability of Municipal Officials</i>
Cheryl Dorrance, OML Director of Research | |
| 9:05–9:35 a.m. | Budgeting & Revenue Issues
Cheryl Dorrance, OML Director of Research | |
| 9:45–11:10 a.m. | Purchasing & Spending
<i>Municipal Contracting</i>
<i>Competitive Bidding</i>
<i>Debt Limitation</i>
Diane Pedicord, OML General Counsel | November 18, 2010
Great Plains
Technology Center
4500 West Lee Blvd
Building 700, Room 701
Lawton
580-355-6371 |
| 11:20 a.m.–12:20 p.m. | Fair Labor Standards Act
Sue Ann Nicely, OML Associate General Counsel | |
| 12:20–1:30 p.m. | Lunch (<i>on your own</i>) | |
| 1:30–2:30 p.m. | Open Meetings
Diane Pedicord, OML General Counsel | January 2011
Kiamichi Technology Center
301 Kiamichi Drive
McAlester, OK
918-426-0940
<i>(Exact date TBA.)</i> |
| 2:40–3:10 p.m. | Hot Button Employment Issues
Sue Ann Nicely, OML Associate General Counsel | |
| 3:10–3:30 p.m. | Meeting Procedures & Decorum
Diane Pedicord, OML General Counsel | |
| 3:30–3:50 p.m. | Open Records
Diane Pedicord, General Counsel, OML | February 2011
OSU Alumni Center
201 ConocoPhillips
Stillwater, OK 74078-7043
405-744-2509
<i>(Exact date TBA.)</i>
<i>This Institute will be on a Saturday.</i> |
| 4:00–4:30 p.m. | Ethics
Cheryl Dorrance, OML Director of Research | |
| 4:30–5:00 p.m. | Conflict of Interest & Nepotism
Diane Pedicord, OML General Counsel | |



McAlester City Council

AGENDA REPORT

| | | | |
|----------------|--------------|------------------|-----|
| Meeting Date: | May 11, 2010 | Item Number: | 8 |
| Department: | Finance | Account Code: | |
| Prepared By: | Gayla Duke | Budgeted Amount: | |
| Date Prepared: | May 3, 2010 | Exhibits: | Two |

Subject

Discuss, consider, and act upon, taking action to resolve the present audit findings regarding the investments of the Cemetery Care Perpetual Trust.

Recommendation

Motion to take action and vote upon a method that will satisfy the audit findings regarding the investments of the Trustee for the Cemetery Care Perpetual Trust.

Discussion

At the City Council meeting on March 23, 2010, the council was provided information regarding audit findings regarding the Cemetery Trust Investments. Council discussed said matters and the item was tabled for 30 days and Council asked for the recommendation of the City Attorney and further research by City staff.

Mel Priddy, the department head for the cemetery, has been unable to find any additional information or records that may have been held by the prior trustee of the Cemetery Trust, Mr. J. H. Pemberton regarding any potential past bequests on the behalf of any donors. City staff first suggested abolishing the present trust, if that were possible, and to have the investments handled in-house with the supervision and approval of auditors and the Cemetery Board. Staff feels that the investments should comply with the City's present investment policy. City Attorney advises exploring the option of finding an independent source to act as the present Trustee of said Trust and handle the direction of the investments.

Approved By

| | Initial | Date |
|-----------------|----------------|----------|
| Department Head | GD | 05/03/10 |
| City Manager | PJS <i>PJS</i> | 05/04/10 |



McAlester City Council

AGENDA REPORT

| | | | |
|----------------|---|------------------|------------------|
| Meeting Date: | <u>May 11, 2010</u> | Item Number: | <u>9</u> |
| Department: | <u>Planning and Community Development</u> | | |
| Prepared By: | <u>Peter Stasiak</u> | Account Code: | <u>N/A</u> |
| Date Prepared: | <u>May 3, 2010</u> | Budgeted Amount: | <u>N/A</u> |
| | | Exhibits: | <u>See Below</u> |

Subject

Consider, and act upon, an Ordinance authorizing the City of McAlester to proceed with the annexation of additional lands adjacent to the City. (Dahlgren Annexation)

Recommendation

Motion to approve an Ordinance of the City of McAlester, Oklahoma, adding to said City of McAlester, Oklahoma, territory adjacent to the city limits, providing for zoning C-5 (Highway Commercial and Commercial Recreation District) and declaring an emergency.

Discussion

The Planning and Zoning Commission for the City of McAlester met at their regularly scheduled meeting on April 20, 2010 and voted unanimously to recommend to the City Council the annexation of lands described. These lands are the future growth of the City of McAlester and lay adjacent to the City limits and water and sewer infrastructure. The following is a list of attachments:

1. Master plan for future annexation of lands as proposed by the Annexation Sub Committee.
2. Map of proposed area of annexation.
3. Consent for annexation
4. Ordinance
5. Minutes of Planning & Zoning Commission meeting
6. Publication in local newspaper
7. Infrastructure location

Approved By

| | | <i>Initial</i> | <i>Date</i> |
|-----------------|------------|----------------|-------------|
| Department Head | P. Stasiak | PJS | May 3, 2010 |
| City Manager | P. Stasiak | <i>PJS</i> | May 3, 2010 |



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

April 22, 2010

Dear Property Owner:

An application requesting the annexation of the following described property has been filed with the Department of Planning, City of McAlester:

Beginning at the Southwest corner of Lot 94, Townsite Addition No. 5, Pittsburg County, State of Oklahoma, thence Easterly along the South line of Lot 94 a distance of 660.00 Feet to the Southeast corner of Lot 94, thence Northerly along the Easterly line of Lot 94 and Lot 86 a distance of 2657.00 Feet to the Northeast corner of Lot 86, thence Northerly along the East line of Lot 70 to the point of intersection with the North Right of Way line of the Chicago, Rock Island & Pacific Railroad, thence Westerly along the Northerly Right of Way line of the Chicago, Rock Island and Pacific Railroad to a point of intersection with the East line of Lot 67, Townsite Addition No. 5, thence Southerly along the East line of Lot 67 & Lot 68 to the Southeast corner of Lot 68, thence Easterly along the North line of Lot 87 & Lot 86 a distance of 700.00 Feet, thence South parallel to the West line of Lot 86 a distance of 900.00 Feet, thence Westerly parallel to the North line of Lot 87 a distance of 700.00 Feet to a point on the West line of Lot 87, thence Southerly along the West line of Lot 87 a distance of 429.90 Feet to the Southwest Corner of Lot 87 thence Easterly along the South line of Lot 87 a distance of 660.00 Feet to the Southeast corner of Lot 87, thence Southerly along the West line of Lot 94 a distance of 1339.70 Feet to the point of beginning, Pittsburg County, State of Oklahoma.

Request has been made that all property annexed above shall bear the zoning C-5 (Highway Commercial & Commercial Recreation District).

A Public Hearing will be held by the McAlester City Council on Tuesday, May 11, 2010 at 6:00 p.m. in the Council Chambers, Municipal Building, located at 1st & Washington, McAlester, Oklahoma. At which time you may submit your views on the matter in person or by representative; or you may write to the Department of Planning prior to meeting time (written response should be received by May 3rd).

If you know of any interested property owner who, for any reason, has not received a copy of this letter, it would be appreciated if you would inform them of the time and place of the Hearing.

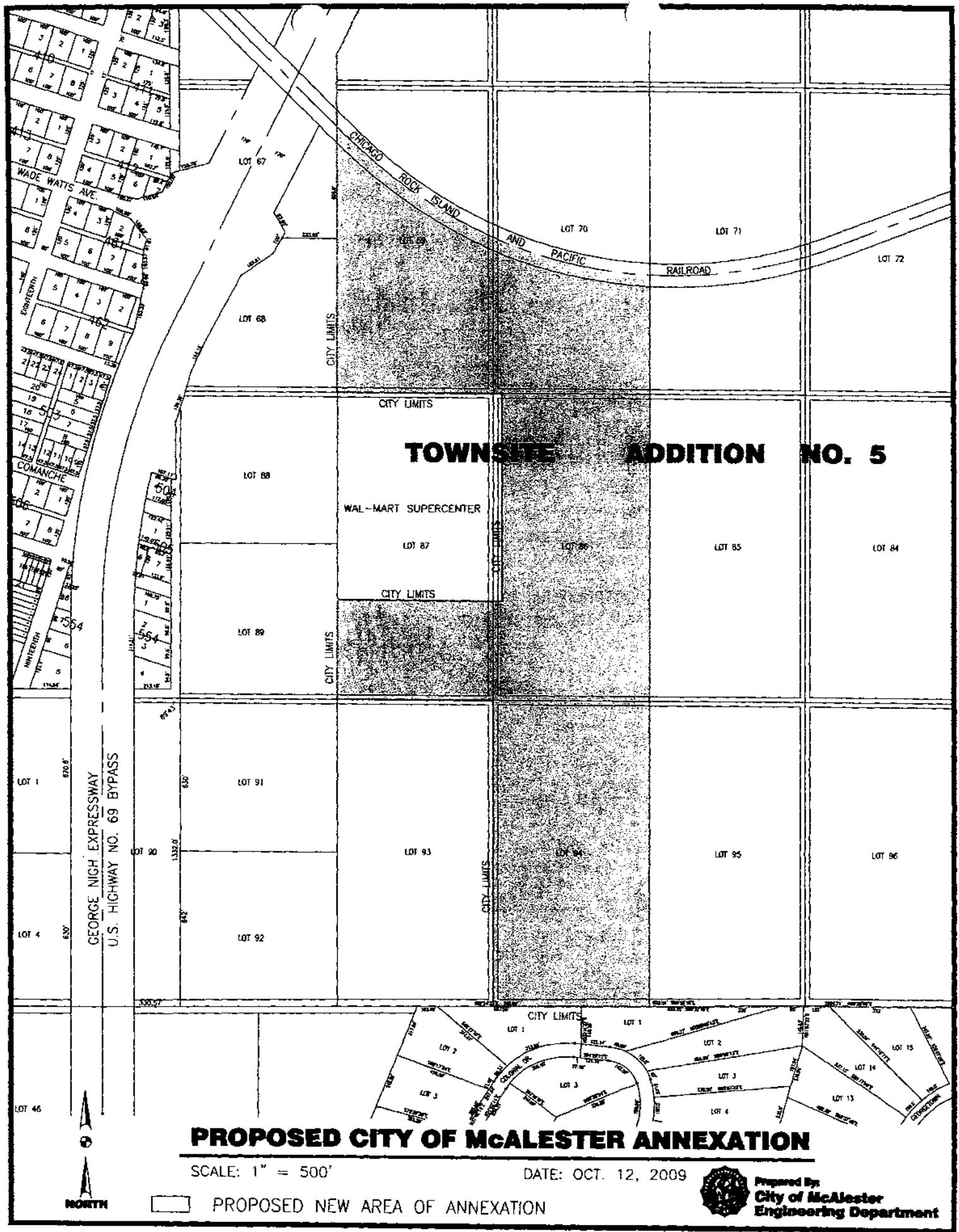
Sincerely,

Peter J. Stasiak

Director

Planning & Community Development

Attachment: Location Map



PROPOSED CITY OF McALESTER ANNEXATION

SCALE: 1" = 500'

DATE: OCT. 12, 2009



Prepared By:
City of McAlester
Engineering Department

PROPOSED NEW AREA OF ANNEXATION

TO: Whom it may concern

SUBJECT: Consent for Annexation

Haskell Land & Cattle Company &

I (we) Karen G. Dahlgren Trust are the owners of the following described property:

Beginning at the Southwest corner of Lot 94, Townsite Addition No. 5, Pittsburg County, State of Oklahoma, thence Easterly along the South line of Lot 94 a distance of 660.00 Feet to the Southeast corner of Lot 94, thence Northerly along the Easterly line of Lot 94 and Lot 86 a distance of 2657.00 Feet to the Northeast corner of Lot 89, thence Northerly along the East line of Lot 70 to the point of intersection with the North Right of Way line of the Chicago, Rock Island & Pacific Railroad, thence Westerly along the Northerly Right of Way line of the Chicago, Rock Island and Pacific Railroad to a point of intersection with the East line of Lot 67, Townsite Addition No. 5, thence Southerly along the East line of Lot 67 & Lot 68 to the corner of Lot 68, thence Easterly along the North line of Lot 87 & Lot 86 a distance of 700.00 Feet, thence South parallel to the West line of Lot 86 a distance of 900.00 Feet, thence Westerly parallel to the North line of Lot 87 a distance of 700.00 Feet to a point on the West line of Lot 87, thence Southerly along the West line of Lot 87 a distance of 426.90 Feet to the Southwest Corner of Lot 87 thence Easterly along the South line of Lot 87 a distance of 660.00 Feet to the Southeast corner of Lot 87, thence Southerly along the West line of Lot 94 a distance of 1339.70 Feet to the point of beginning.

and we hereby give my (our) consent of all such property to be included in the corporate limits of the City of McAlester, Ok. The inclusion will be by an Ordinance annexing the above property.

Submitted to the City of McAlester by

Property Owner(s)

Karen G. Dahlgren Trust

Date

4/5/10

Date

Karen G. Dahlgren, President

4/5/10

Date

ORDINANCE _____

AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, ADDING TO SAID CITY OF MCALESTER, OKLAHOMA, TERRITORY ADJACENT TO THE CITY LIMITS, PROVIDING FOR ZONING OF SAID PROPERTY AND DECLARING AN EMERGENCY.

WHEREAS, the City Council of the City of McAlester, Oklahoma, in its discretion, has determined that it is in the best interest of the City of McAlester, that certain territory adjacent to the City Limits should be added to the City because it would rebound to the benefit of the City; and

WHEREAS, the additional territory to be added is adjacent to or abutting on property already within the City limits:

WHEREAS, the property owners of a majority of the acres to be annexed have consented in writing to said annexation.

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA THAT:

SECTION 1: The City Limits of the City of McAlester shall constitute and include within the limits of said City the following described property, to wit:

Beginning at the Southwest corner of Lot 94, Townsite Addition No. 5, Pittsburg County, State of Oklahoma, thence Easterly along the South line of Lot 94 a distance of 660.00 Feet to the Southeast corner of Lot 94, thence Northerly along the Easterly line of Lot 94 and Lot 86 a distance of 2657.00 Feet to the Northeast corner of Lot 86, thence Northerly along the East line of Lot 70 to the point of intersection with the North Right of Way line of the Chicago, Rock Island & Pacific Railroad, thence Westerly along the Northerly Right of Way line of the Chicago, Rock Island and Pacific Railroad to a point of intersection with the East line of Lot 67, Townsite Addition No. 5, thence Southerly along the East line of Lot 67 & Lot 68 to the Southeast corner of Lot 68, thence Easterly along the North line of Lot 87 & Lot 86 a distance of 700.00 Feet, thence South parallel to the West line of Lot 86 a distance of 900.00 Feet, thence Westerly parallel to the North line of Lot 87 a distance of 700.00 Feet to a point on the West line of Lot 87, thence Southerly along the West line of Lot 87 a distance of 429.90 Feet to the Southwest Corner of Lot 87 thence Easterly along the South line of Lot 87 a distance of 660.00 Feet to the Southeast corner of Lot 87, thence Southerly along the West line of Lot 94 a distance of 1339.70 Feet to the point of beginning, Pittsburg County, State of Oklahoma.

SECTION 2: All property annexed above shall bear the zoning C-5 (Highway Commercial & Commercial Recreation District), and

SECTION 3: Emergency Clause

It being immediately necessary for the preservation of the public peace, health and safety, an emergency is hereby declared to exist, by reason of which this Ordinance shall take effect and be in full force and effect from and after its passage and approval.

CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

By _____
Kevin Priddle, Mayor

(S E A L)

ATTEST:

Cora Middleton, City Clerk

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

By _____
William J. Ervin, Attorney

McAlester Planning Commission Minutes

April 20, 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: 8

| | | |
|--------------|-------------------|-----------------|
| Denise Lewis | Mark Emmons | Susan Kanard |
| John McNally | Steve Otis | Harvey Bolinger |
| Robert Way | J. Michael Matkin | |

Commissioners Absent: 2

| | | |
|--------------|--------------|----------------|
| Karl Scifres | Primus Moore | Karen Stobaugh |
|--------------|--------------|----------------|

Staff Present: 3

Peter J. Stasiak, Acting City Manager/Community and Planning Director; John Modzelewski, City Engineer and Public Works Director; Jamie J. Benson, Planning and Community Development Executive Assistant.

Item 2 Approval of Minutes for August 18, 2009

A motion was made by Commissioner McNally, seconded by Commissioner Way to approve the minutes of March 16, 2010 as written.

The vote was 8-0 as follows:

AYE: Lewis, Kanard, McNally, Matkin, Bolinger, Otis, Way and Emmons.

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 the South ½ of Block 454, 455 & 456.

All proper notifications were sent - No Objections.

Acting City Manager/Planning and Community Director, Peter J. Stasiak stated that the Applicant on this case is the City of McAlester. He stated that all proper notifications were sent out and the proper publication was published April 6, 2010.

Staff Recommendation:

The Planning Department recommends that the Planning Commission approve the amended ordinance and recommend to the McAlester City Council expanding the Wade Watts

Avenue Corridor Development District. Therefore the staff is recommending expansion of the Wade Watts Corridor to include all lots as described in the general description.

Larry Amos spoke in opposition to this case. He stated that he resides at 1212 E. Delaware which is across the street from the area in question.

Vicki Brown also spoke in opposition to this case. She stated that she resides at 1504 S. 9th. She stated that she does not live in the area, but thinks it would be in direct conflict with the zoning ordinance.

Danny Giacomo stated that he resided at 1202 E. Kiowa and asked if the residents would be able to maintain the homes that are already in existence. Mark Emmons stated that the home owners would be able to maintain the residences and Mr. Stasiak added that they would not be able to add square footage.

A motion was made by Commissioner McNally to deny the expansion of Wade Watts Corridor, seconded by Commissioner Kanard.

The vote was 8-0 as follows:

AYE: Lewis, Kanard, McNally, Matkin, Bolinger, Otis, Way and Emmons.

NAY: None

Motion carried.

**Item 4 Recommendation to City Council from Planning Commission to
 proceed with the annexation of property in Townsite Addition No.5.**

City Manager/Planning and Community Director, Peter J. Stasiak presented an overview of the area to be annexed. He stated that the applicants are Haskell Land & Cattle Company/ Karen G. Dahlgren Trust. He also stated that the staff recommends approval with a C-5 zoning.

There was no discussion on the matter therefore a motion was made by Commissioner McNally, was seconded by Commissioner Way to recommend approval of annexation of said property to the McAlester City Council.

ORDINANCE

**AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, ADDING TO
SAID CITY OF MCALESTER, OKLAHOMA, TERRITORY ADJACENT TO
THE CITY LIMITS, PROVIDING FOR ZONING OF SAID PROPERTY AND
DECLARING AN EMERGENCY.**

The vote was 8-0 as follows:

AYE: Lewis, Kanard, McNally, Matkin, Bolinger, Otis, Way and Emmons.

NAY: None
Motion carried

**Item 5 Recommendation to City Council from Planning Commission to
 proceed with the annexation of property in Townsite Addition No.2.**

City Manager/Planning and Community Director, Peter J. Stasiak presented an overview of the area to be annexed. He stated that the applicant is Stipe Investment LLC. He also stated that the staff recommends approval with an R-3 zoning. He also commented that an apartment complex would be going on this land.

The agent for the owner, Mike Whalzberger, 14700 W. 114th Terrace, La Mesa Kansas, stated that he was here to answer any questions that anyone might have.

Commissioner Way asked if these apartments would be just like the ones already on West Carl Albert with the same low income guide-lines. Mr. Whalzberger stated that they will be the same and are under the same owners.

Vicki Brown, 1504 S. 9th, stated that she opposes the annexation. She stated that she believed that the Westside sewer plant was close to or at capacity.

There was no further discussion on the matter therefore a motion was made by Commissioner Bolinger, was seconded by Commissioner McNally to recommend approval of annexation of said property to the McAlester City Council.

ORDINANCE

**AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, ADDING TO
SAID CITY OF MCALESTER, OKLAHOMA, TERRITORY ADJACENT TO
THE CITY LIMITS, PROVIDING FOR ZONING OF SAID PROPERTY AND
DECLARING AN EMERGENCY.**

The vote was 7-1 as follows:

AYE: Lewis, Kanard, McNally, Bolinger, Otis, Way and Emmons.

NAY: Matkin.

Motion carried

Item 6 New Business

There was no new business.

Item 7 Staff Report

No Report.

Item 8 Commission Report

No report.

Item 9 Adjournment

There being no further business, Chairman Emmons adjourned the meeting at 8:41 p.m.





McAlester City Council

AGENDA REPORT

| | | | |
|----------------|------------------------------------|------------------|-----------|
| Meeting Date: | May 11, 2010 | Item Number: | 10 |
| Department: | Planning and Community Development | | |
| Prepared By: | Peter Stasiak | Account Code: | N/A |
| Date Prepared: | May 3, 2010 | Budgeted Amount: | N/A |
| | | Exhibits: | See Below |

Subject

Consider, and act upon, an Ordinance authorizing the City of McAlester to proceed with the annexation of additional lands adjacent to the City. (Stipe Annexation)

Recommendation

Motion to approve an Ordinance of the City of McAlester, Oklahoma, adding to said City of McAlester, Oklahoma, territory adjacent to the city limits, providing for zoning R-3 (Multi Family Residential) and declaring an emergency.

Discussion

The Planning and Zoning Commission for the City of McAlester met at their regularly scheduled meeting on April 20, 2010 and voted 6 - 1 to recommend to the City Council the annexation of lands described. These lands are the future growth of the City of McAlester and lay adjacent to the City limits and water and sewer infrastructure. The following is a list of attachments:

1. Master plan for future annexation of lands as proposed by the Annexation Sub Committee.
2. Map of proposed area of annexation.
3. Consent for annexation
4. Ordinance
5. Minutes of Planning & Zoning Commission meeting
6. Publication in local newspaper
7. Infrastructure location
8. Sewer system capacity update

Approved By

| | | Initial | Date |
|-----------------|------------|---------|-------------|
| Department Head | P. Stasiak | PJS | May 3, 2010 |
| City Manager | P. Stasiak | | May 3, 2010 |



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

April 20, 2010

Dear Property Owner:

An application requesting the annexation of the following described property has been filed with the Department of Planning, City of McAlester:

A tract of land in Lots 16, 17 and 18 in Townsite Addition No. 2, Pittsburg County, State of Oklahoma, more particularly described as follows: Commencing at the Southwest corner of Lot 16, said point being the Point of Beginning: Thence N 01°17'10" W, along the West line of Lot 16 a distance of 190.00 feet; Thence N 88°39'54" E a distance of 245.98 feet; Thence S 33°52'51" E a distance of 15.34 feet; Thence S 57°46'57" E a distance of 34.02 feet; Thence S 65°48'03" E a distance of 292.10 feet to the point of curvature of a non-tangent curve, concave to the Northwest, having a radius of 590.00 feet, a Central angle of 03°30'55", and a chord of 36.19 feet Bearing S 25°17'50" W; Thence Southwest along said curve a distance of 36.20 feet; Thence continuing Southwest along said curve a distance of 520.01 feet; Thence S 77°44'31" W a distance of 127.27 feet; Thence N 01°17'53" W along the West line of Lot 18 a distance of 322.53 feet to the Point of Beginning, Said described Tract containing 4.50 acres more or less.

A tract of land in Lot 15, Townsite Addition No. 2, Pittsburg County, State of Oklahoma, more particularly described as follows: The South 220.00 feet of said Lot 15, containing 3.34 acres more or less.

Request has been made that all property annexed above shall bear the zoning R-3 (Multi-Family Residential).

A Public Hearing will be held by the McAlester City Council on Tuesday, May 11, 2010 at 6:00 p.m. in the Council Chambers, Municipal Building, located at 1st & Washington, McAlester, Oklahoma. At which time you may submit your views on the matter in person or by representative; or you may write to the Department of Planning prior to meeting time (written response should be received by May 3rd).

If you know of any interested property owner who, for any reason, has not received a copy of this letter, it would be appreciated if you would inform them of the time and place of the Hearing.

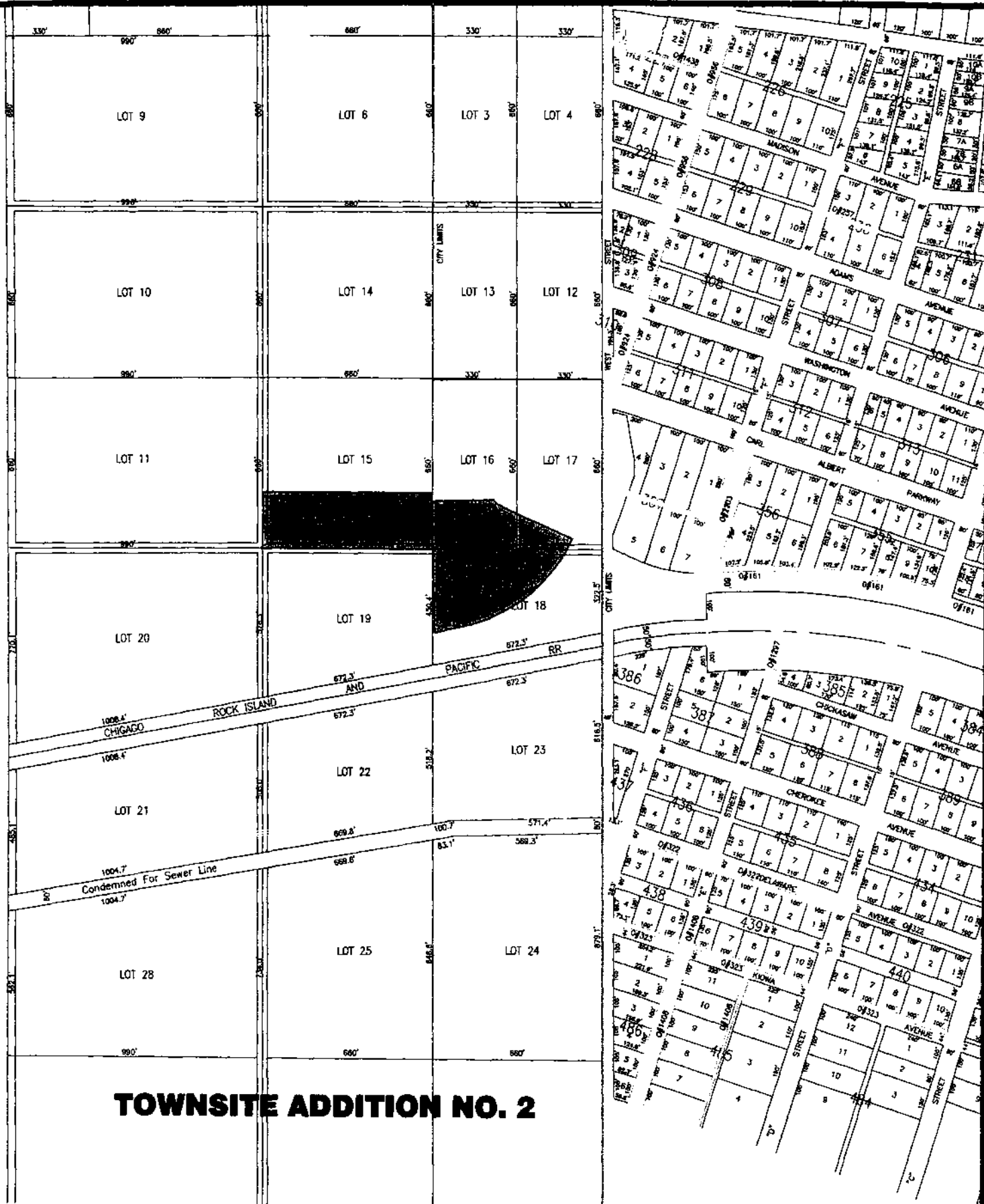
Sincerely,

Peter J. Stasiak

Director

Planning & Community Development

Attachment: Location Map



TOWNSITE ADDITION NO. 2

PROPOSED CITY OF McALESTER ANNEXATION

DATE: APRIL 12, 2010

PROPOSED NEW AREA OF ANNEXATION



Prepared By:
City of McAlester
Engineering Department

TO: Whom it may concern

SUBJECT: Consent for Annexation

I (we) STIPE INVESTMENTS LLC are the owners of the following described property:

A tract of land in Lots 16, 17 and 18, in Townsite Addition No. 2, Pittsburg County, State of Oklahoma, more particularly described as follows: Commencing at the Southwest corner of Lot 16, said point being the point of Beginning; Thence N 01°17'10" W, along the West line of Lot 16 a distance of 190.00 feet, Thence N 88°39'54" E a distance of 245.98 feet, Thence S 33°52'51" E a distance of 15.34 feet, Thence S 57°46'57" E a distance of 34.02 feet, Thence S 65°48'03" E a distance of 292.10 feet to the point of curvature of a non-tangent curve, concave to the Northwest, having a radius of 590.00 feet, a Central angle of 03°30'55", and a chord of 36.19 feet Bearing S 25°17'50" W, Thence Southwest along said curve a distance of 36.20 feet, Thence continuing Southwest along said curve a distance of 520.01 feet, Thence S 77°44'31" W a distance of 127.27 feet, Thence N 01°17'53" W along the West line of Lot 18 a distance of 322.53 feet to the Point of Beginning, Said described Tract containing 4.50 acres more or less.

A tract of land in Lot 15, Townsite Addition No. 2, Pittsburg County, State of Oklahoma, more particularly described as follows: The South 220.0 feet of said Lot 15, containing 3.34 acres more or less.

and we hereby give my (our) consent of all such property to be included in the corporate limits of the City of McAlester, Ok. The inclusion will be by an Ordinance annexing the above property.

Submitted to the City of McAlester by

Property Owner(s)

Wayne Stipe
Manager

Date

4-15-2010

Date

Date

ORDINANCE _____

AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, ADDING TO SAID CITY OF MCALESTER, OKLAHOMA, TERRITORY ADJACENT TO THE CITY LIMITS, PROVIDING FOR ZONING OF SAID PROPERTY AND DECLARING AN EMERGENCY.

WHEREAS, the City Council of the City of McAlester, Oklahoma, in its discretion, has determined that it is in the best interest of the City of McAlester, that certain territory adjacent to the City Limits should be added to the City because it would rebound to the benefit of the City; and

WHEREAS, the additional territory to be added is adjacent to or abutting on property already within the City limits:

WHEREAS, the property owners of a majority of the acres to be annexed have consented in writing to said annexation.

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA THAT:

SECTION 1: The City Limits of the City of McAlester shall constitute and include within the limits of said City the following described property, to wit:

A tract of land in Lots 16, 17 and 18, in Townsite Addition No. 2, Pittsburg County, State of Oklahoma, more particularly described as follows: Commencing at the Southwest corner of Lot 16, said point being the point of Beginning; Thence N 01°17'10" W, along the West line of Lot 16 a distance of 190.00 feet, Thence N 88°39'54" E a distance of 245.98 feet, Thence S 33°52'51" E a distance of 15.34 feet, Thence S 57°46'57" E a distance of 34.02 feet, Thence S 65°48'03" E a distance of 292.10 feet to the point of curvature of a non-tangent curve, concave to the Northwest, having a radius of 590.00 feet, a Central angle of 03°30'55", and a chord of 36.19 feet Bearing S 25°17'50" W, Thence Southwest along said curve a distance of 36.20 feet, Thence continuing Southwest along said curve a distance of 520.01 feet, Thence S 77°44'31" W a distance of 127.27 feet, Thence N 01°17'53" W along the West line of Lot 18 a distance of 322.53 feet to the Point of Beginning, Said described Tract containing 4.50 acres more or less.

A tract of land in Lot 15, Townsite Addition No. 2, Pittsburg County, State of Oklahoma, more particularly described as follows: The South 220.0 feet of said Lot 15, containing 3.34 acres more or less.

SECTION 2: All property annexed above shall bear the zoning R-3 (Multi-Family Residential), and

SECTION 3: Emergency Clause

It being immediately necessary for the preservation of the public peace, health and safety, an emergency is hereby declared to exist, by reason of which this Ordinance shall take effect and be

CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

By _____
Kevin Priddle, Mayor

(S E A L)

ATTEST:

Cora Middleton, City Clerk

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

By _____
William J. Ervin, Attorney

McAlester Planning Commission Minutes

April 20, 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: 8

| | | |
|--------------|-------------------|-----------------|
| Denise Lewis | Mark Emmons | Susan Kanard |
| John McNally | Steve Otis | Harvey Bolinger |
| Robert Way | J. Michael Matkin | |

Commissioners Absent: 2

| | | |
|--------------|--------------|----------------|
| Karl Scifres | Primus Moore | Karen Stobaugh |
|--------------|--------------|----------------|

Staff Present: 3

Peter J. Stasiak, Acting City Manager/Community and Planning Director; John Modzelewski, City Engineer and Public Works Director; Jamie J. Benson, Planning and Community Development Executive Assistant.

Item 2 Approval of Minutes for August 18, 2009

A motion was made by Commissioner McNally, seconded by Commissioner Way to approve the minutes of March 16, 2010 as written.

The vote was 8-0 as follows:

AYE: Lewis, Kanard, McNally, Matkin, Bolinger, Otis, Way and Emmons.

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 the South ½ of Block 454, 455 & 456.

All proper notifications were sent - No Objections.

Acting City Manager/Planning and Community Director, Peter J. Stasiak stated that the Applicant on this case is the City of McAlester. He stated that all proper notifications were sent out and the proper publication was published April 6, 2010.

Staff Recommendation:

The Planning Department recommends that the Planning Commission approve the amended ordinance and recommend to the McAlester City Council expanding the Wade Watts

Avenue Corridor Development District. Therefore the staff is recommending expansion of the Wade Watts Corridor to include all lots as described in the general description.

Larry Amos spoke in opposition to this case. He stated that he resides at 1212 E. Delaware which is across the street from the area in question.

Vicki Brown also spoke in opposition to this case. She stated that she resides at 1504 S. 9th. She stated that she does not live in the area, but thinks it would be in direct conflict with the zoning ordinance.

Danny Giacomo stated that he resided at 1202 E. Kiowa and asked if the residents would be able to maintain the homes that are already in existence. Mark Emmons stated that the home owners would be able to maintain the residences and Mr. Stasiak added that they would not be able to add square footage.

A motion was made by Commissioner McNally to deny the expansion of Wade Watts Corridor, seconded by Commissioner Kanard.

The vote was 8-0 as follows:

AYE: Lewis, Kanard, McNally, Matkin, Bolinger, Otis, Way and Emmons.

NAY: None

Motion carried.

**Item 4 Recommendation to City Council from Planning Commission to
proceed with the annexation of property in Townsite Addition No.5.**

City Manager/Planning and Community Director, Peter J. Stasiak presented an overview of the area to be annexed. He stated that the applicants are Haskell Land & Cattle Company/ Karen G. Dahlgren Trust. He also stated that the staff recommends approval with a C-5 zoning.

There was no discussion on the matter therefore a motion was made by Commissioner McNally, was seconded by Commissioner Way to recommend approval of annexation of said property to the McAlester City Council.

ORDINANCE

AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, ADDING TO SAID CITY OF MCALESTER, OKLAHOMA, TERRITORY ADJACENT TO THE CITY LIMITS, PROVIDING FOR ZONING OF SAID PROPERTY AND DECLARING AN EMERGENCY.

The vote was 8-0 as follows:

AYE: Lewis, Kanard, McNally, Matkin, Bolinger, Otis, Way and Emmons.

NAY: None
Motion carried

**Item 5 Recommendation to City Council from Planning Commission to
 proceed with the annexation of property in Townsite Addition No.2.**

City Manager/Planning and Community Director, Peter J. Stasiak presented an overview of the area to be annexed. He stated that the applicant is Stipe Investment LLC. He also stated that the staff recommends approval with an R-3 zoning. He also commented that an apartment complex would be going on this land.

The agent for the owner, Mike Whalzberger, 14700 W. 114th Terrace, La Mesa Kansas, stated that he was here to answer any questions that anyone might have.

Commissioner Way asked if these apartments would be just like the ones already on West Carl Albert with the same low income guide-lines. Mr. Whalzberger stated that they will be the same and are under the same owners.

Vicki Brown, 1504 S. 9th, stated that she opposes the annexation. She stated that she believed that the Westside sewer plant was close to or at capacity.

There was no further discussion on the matter therefore a motion was made by Commissioner Bolinger, was seconded by Commissioner McNally to recommend approval of annexation of said property to the McAlester City Council.

ORDINANCE

**AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, ADDING TO
SAID CITY OF MCALESTER, OKLAHOMA, TERRITORY ADJACENT TO
THE CITY LIMITS, PROVIDING FOR ZONING OF SAID PROPERTY AND
DECLARING AN EMERGENCY.**

The vote was 7-1 as follows:
AYE: Lewis, Kanard, McNally, Bolinger, Otis, Way and Emmons.
NAY: Matkin.
Motion carried

Item 6 New Business

There was no new business.

Item 7 Staff Report

No Report.

Item 8 Commission Report

No report.

Item 9 Adjournment

There being no further business, Chairman Emmons adjourned the meeting at 8:41 p.m.

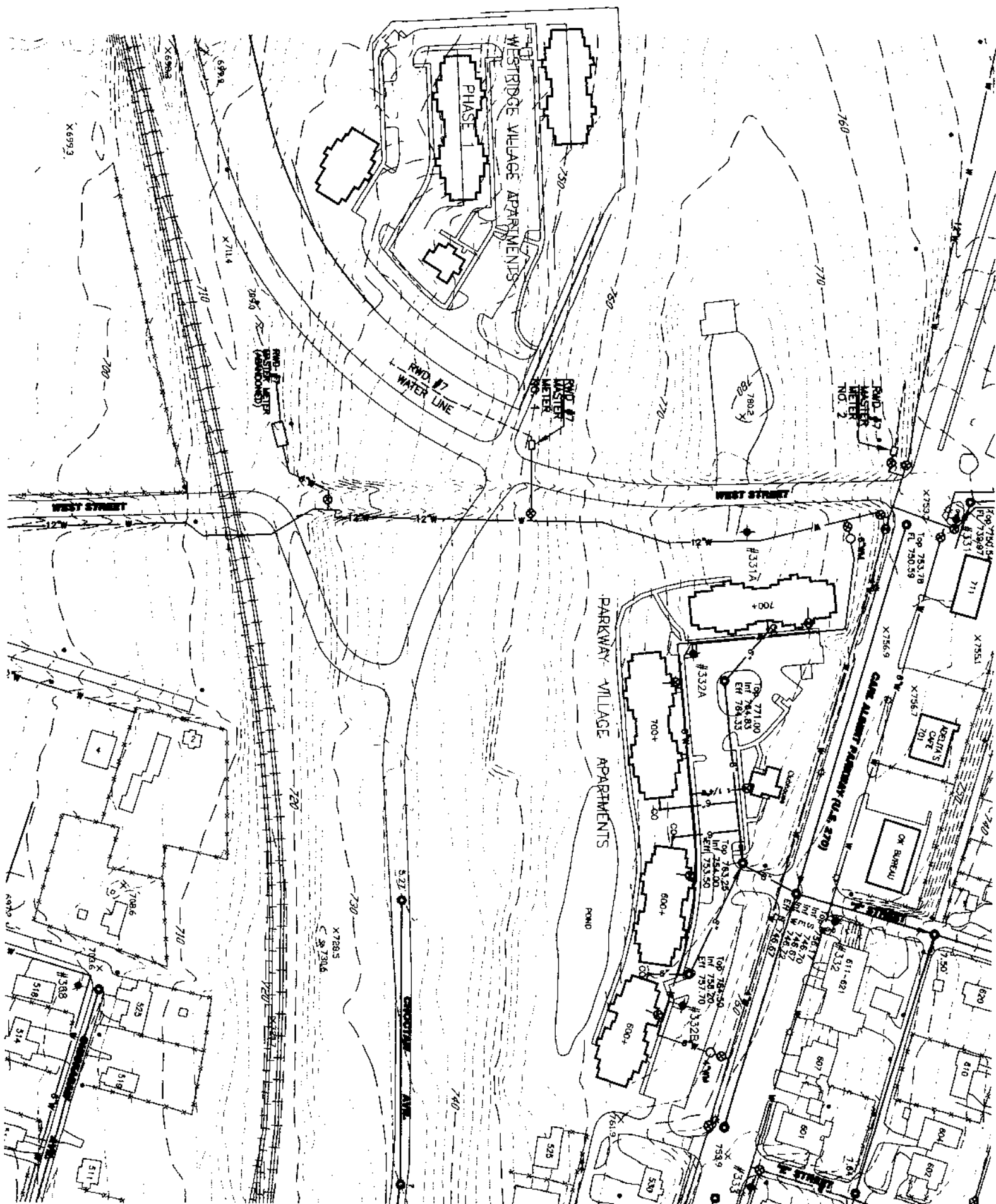
application filed in
requesting the annexa-
tion of the following
described property:

A tract of land in
Lots 15 and 18 in
Township 13 North
Range 10 East, Lincoln
County, State of
Oklahoma, more par-
ticularly described as
follows: commencing
at the Southwest cor-
ner of Lot 18, said
point being the Point
of Beginning; thence
North 1/4° West along
the West line of Lot
18, a distance of
190.00 feet; thence
North 88° 05' 56" East
a distance of 235.15 feet;
thence South 88° 05' 56" East
a distance of 34.34
feet; thence South
57° 21' 15" East a dis-
tance of 34.34 feet;
thence South 57° 21' 15" East
a distance of
292.10 feet to the
point of curvature of
a non-tangent curve,
concave to the North-
west, having a radius
of 590.00 feet in a
Central angle of
03° 30' 56" and a
chord of 34.34 feet
bearing S 25° 17' 54" W;
thence South-
west along said curve
a distance of 34.34
feet; thence con-
tinuing South west
along said curve a
distance of 520.01
feet; thence North
77° 21' 15" West a dis-
tance of 272.27 feet;
thence North 77° 21' 15" West
along the West
line of Lot 18 a dis-
tance of 822.33 feet
to the Point of Begin-
ning; said described
tract containing 1.20
acres, more or less.

A tract of land in
Lot 15 in Township 13
North Range 10 East,
Lincoln County, State of
Oklahoma, more par-
ticularly described as
follows: The South-
west corner of said
Lot 15, containing
3.24 acres, more or
less; thence North
77° 21' 15" West
along the West line
of said Lot 15 a dis-
tance of 822.33 feet
to the Point of Begin-
ning; said described
tract containing 1.20
acres, more or less.

Not published in the
McAlester News
Advertiser April 30
2006. This notice
was given in the
City of McAlester
Oklahoma. The
City of McAlester
will be held before
the City of McAlester
Council on May 14
2006 at 6:00
p.m. concerning the

City of McAlester
Council on May 14
2006 at 6:00
p.m. concerning the



Peter Stasiak

From: David Medley
Sent: Thursday, April 22, 2010 11:59 AM
To: Peter Stasiak
Subject: RE: West Ridge Apartments

Pete,

I am forwarding hard copies of the discharge monitoring reports (DMR's) for the last 12 months for both plants. The DMR's show all permit test recorded for the last 12 months including average monthly flow. There are no violations or permit excursions listed on the DMR's which as I have stated earlier is the best indication of plant flow design exceedance or need of process improvements. It should be noted that plant flows vary widely depending on wet weather flow (which is considerable higher due to infiltration and inflow) or dry weather flow conditions. Average monthly flows are used to calculate what quantity or loading of certain permit parameters but plant design flow being exceeded in itself does not constitute a permit violation. The annual average monthly flow for the West WWTP for the previous 12 months ending March 2010 is 1.95 MGD or about 80% of the 2.5 MGD average monthly flow design capacity for the plant. I usually quote the 90% design capacity figure to be conservative since there are many things in the plant physically and/or operationally that can impact the plant operating in compliance with it's permit or being determined to have reached it's design capacity.

I think the 85% design capacity is a rule used by some cities but if it is used I believe if it used it should be based on the annual average monthly flow as compared to the design average monthly flow. If a particular plant is experiencing permit compliance issues then that is another matter.

If you need additional information, please advise.

David R. Medley, P.E.
 Utilities Director
 City of McAlester
 (918) 423-9300 Ext. 4995
 (918) 424-4454 Cell
 (918) 421-4970 Fax
david.medley@cityofmcalester.com

From: Peter Stasiak
Sent: Thursday, April 22, 2010 7:19 AM
To: David Medley
Subject: FW: West Ridge Apartments

David:

Would you please let me know the answers to the Councilman's questions.

Thank you,

Pete

From: Steve or Patty Harrison [mailto:stevepattyharrison@sbcglobal.net]
Sent: Wednesday, April 21, 2010 6:02 PM
To: Peter Stasiak
Subject: Re: West Ridge Apartments

Thanks, Pete. I'm sure I'll be having a number of additional questions as I try to get up to speed on this before it comes before the council. One thing I've already come across in my research is that 85% of capacity seems to be a reference point beyond which new developments are not routinely approved in

5/4/2010

some cities. I don't know if it's an industry standard, an EPA guideline, just cities trying to be cautious, etc.

Are there any routine reports that we file periodically with ODEQ or EPA or another regulatory agency that talks about capacity usage and other measurements related to operations? If so, would it be possible to provide to me the latest ones for both plants? I'd also like to know what areas of the city are serviced by each plant.

Thanks,
Steve

----- Original Message -----

From: Peter Stasiak

To: Steve or Patty Harrison

Sent: Wednesday, April 21, 2010 5:34 PM

Subject: FW: West Ridge Apartments

Hi Councilman:

I asked Mr. Medley again this morning about capacity at the west plant. Please see his comments below. I thought you might be interested.

Have a good evening.

Pete

From: David Medley

Sent: Wednesday, April 21, 2010 8:59 AM

To: Peter Stasiak

Subject: West Ridge Apartments

Mr. Stasiak,

Per your request, I have checked the impact of the above proposed development at West Street and Choctaw on the West Wastewater Treatment Plant. The Plant is a 2.5 million gallon per day plant and has no permit compliance issues outstanding for many years now which is one of the best indicators that a plant is near capacity or in need of improvements. The above referenced development which has 92 units proposed would have a very minor impact to the plant which is estimated to be about 90% capacity. The percentage of capacity utilized by this development can be estimated as follows:

$92 \text{ units} \times 2.3 \text{ persons/unit} \times 100 \text{ gallons per day} = 21,160 \text{ gallons per day.}$

$21,160 \text{ gallons/day divided by } 2.5 \text{ million gallons per day capacity} \times 100 = 0.85 \% \text{ of the capacity of the plant.}$

It should be noted the plant has a 5 million gallon flow equalization basin which buffers excess flows during rainfall events.

Based on the above analysis and my professional judgment, I don't believe the plant will be significantly impacted by the waste stream of this development.

If you need additional information, please advise.

David R. Medley, P.E.

Utilities Director

City of McAlester

(918) 423-9300 Ext. 4995

(918) 424-4454 Cell

(918) 421-4970 Fax

david.medley@cityofmcalester.com



McAlester City Council

AGENDA REPORT

Meeting Date: May 11, 2010
Department: City Manager
Prepared By: Peter J. Stasiak
Date Prepared: May 1, 2010

Item Number: 11
Account Code: _____
Budgeted Amount: _____
Exhibits: 1

Presentation on Proposed Annual Operating Budget for FY 2010/2011 and City Manager Budget Message.

Recommendation

To set a Special Meeting and Work Session to discuss and review the 2010/11 Preliminary Budget.

Discussion

Approved By

Department Head

Initial

Date

PJS

05/03/10

City Manager

PJS

PJS

05/04/10

Council Chambers
Municipal Building
April 27, 2010

The McAlester Airport Authority met in a Regular session on Tuesday, April 27, 2010, at 6:00 P.M. after proper notice and agenda was posted April 22, 2010.

Present: Chris Fiedler, Steve Harrison, John Browne, Robert Karr, Buddy Garvin,
Louis Smitherman, William J. Ervin & Kevin E. Priddle
Absent: None
Presiding: Kevin E. Priddle, Chairman

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

- Approval of the Minutes from the April 12, 2010, Re-Scheduled Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item C, regarding claims ending April 27, 2010. *(Gayla Duke, Chief Financial Officer)* There were no claims for this period.
- Confirm action taken on City Council Agenda Item D, regarding a Resolution to adopt the Capital Improvement Program 2010-2015 as stated by the City Charter Section 5.12 (b) City Council Action on Capital Program, which states "The City Council by resolution shall adopt the capital program with or without amendment after the public hearing(s) on or before the last day of April of the current fiscal year. If the City Council fails to adopt the capital program by such date, the current capital program will continue in effect." *(Peter J. Stasiak, Acting City Manager)*

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

AYE: Trustees Fiedler, Harrison, Browne, Karr, Garvin, Smitherman & Chairman Priddle
NAY: None

Chairman Priddle declared the motion carried.

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

AYE: Trustees Fiedler, Harrison, Browne, Karr, Garvin, Smitherman & Chairman Priddle
NAY: None

Chairman Priddle declared the motion carried.

Kevin Priddle, Chairman

ATTEST:

Cora Middleton, Secretary

Council Chambers
Municipal Building
April 27, 2010

The McAlester Public Works Authority met in a Regular session on Tuesday, April 27, 2010, at 6:00 P.M. after proper notice and agenda was posted April 22, 2010.

Present: Chris Fiedler, Steve Harrison, John Browne, Robert Karr, Buddy Garvin,
Louis Smitherman, William J. Ervin & Kevin E. Priddle
Absent: None
Presiding: Kevin E. Priddle, Chairman

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

- Approval of the Minutes from the April 12, 2010, Re-Scheduled Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item C, regarding claims ending April 27, 2010. *(Gayla Duke, Chief Financial Officer)* There were no claims for this period.
- Confirm action taken on City Council Agenda Item D, regarding a Resolution to adopt the Capital Improvement Program 2010-2015 as stated by the City Charter Section 5.12 (b) City Council Action on Capital Program, which states "The City Council by resolution shall adopt the capital program with or without amendment after the public hearing(s) on or before the last day of April of the current fiscal year. If the City Council fails to adopt the capital program by such date, the current capital program will continue in effect." *(Peter J. Stasiak, Acting City Manager)*

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

AYE: Trustees Fiedler, Harrison, Browne, Karr, Garvin, Smitherman & Chairman
Priddle

NAY: None

Chairman Priddle declared the motion carried.

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

AYE: Trustees Fiedler, Harrison, Browne, Karr, Garvin, Smitherman & Chairman
Priddle

NAY: None

Chairman Priddle declared the motion carried.

Kevin Priddle, Chairman

ATTEST:

Cora Middleton, Secretary