



# McAlester City Council

---

## NOTICE OF MEETING

### Regular Meeting Agenda

Tuesday, September 28, 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
Vacant .....	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](http://www.cityofmcalester.com) within the required time frame.*

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

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

### CALL TO ORDER

*Announce the presence of a Quorum.*

### INVOCATION & PLEDGE OF ALLEGIANCE

- Kay Crawford, Kings House

### 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 September 14, 2010, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of assigning additional duties for the City Clerk: Supervision of Central Receptionist for the City of McAlester. *(Peter J. Stasiak)*
- C. Accept and place on file MPOWER Economic Development Third Quarter Report. *(Shari Cooper, Executive Director)*
- D. Approval of Claims for September 15, 2010 through September 28, 2010. *(Gayla Duke, Chief Financial Officer)*
- E. Approval of Mayor and City Councilmen who are interested in attending OML 2010 District Dinner Meeting; Cost per person is \$30.00.
- F. Approval of Mayor and City Councilmen who are interested in attending an OKRA Recycling Seminar in Stillwater on Friday, October 15, 2010. Cost per person is \$40.00 per person – includes continental breakfast, lunch and breaks. If lodging is required the cost is \$89.00 per night.

**ITEMS REMOVED FROM CONSENT AGENDA**

---

**PUBLIC HEARING**

---

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

- **AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2361 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2010-2011; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.**

**SCHEDULED BUSINESS**

---

1. Presentation by Bill Gray, Oklahoma District Director of the Gold Wing Road Riders Association regarding the 2011 State Convention at the Southeast Expo Center October 27-29, 2011. *(Jerry Lynn Wilson and Bill Gray)*

**Executive Summary**

To support the Gold Wing Road Riders Association and agree to partner with them for the Expo Center facility charges of \$2,875.00 in the 2011/2012 budget year.

2. (1) Consider, and act upon, a Partnership Request by Kellye Medley, Committee President/Event Coordinator of the Ryan McAfee Memorial Scholarship Fund, for the use of the Southeast Expo Center for the Matthew West Concert scheduled October 30, 2010 by partnering with them in the amount of \$875.00.

(2) Consider, and act upon, a request for this group to provide & operate concession inside the Expo. *(Kellye Medley, Committee President/Event Coordinator, Jerry Lynn Wilson, Expo Center Manager, Mel Priddy, Director Community Services)*

Executive Summary

(1) Consider approval of Partnership Request in the amount of \$875.00.

(2) To deny their request to have concession per Item # 6 of the Rules and Regulations of the Expo which state "City of McAlester, Expo Center, retains all rights to food and beverage concessions".

3. Consider, and act upon a lease with Wallace Air, LLC, the City of McAlester, and the McAlester Airport Authority to build a 6400 sq. ft. hangar at the McAlester Airport. *(Mel Priddy, Director of Community Services)*

Executive Summary

A motion to approve a lease with Wallace Air, LLC to build a 6400 sq. ft. hangar at the McAlester Airport.

4. Consider, and act upon, five (5) items dealing with the City of McAlester FY 2011 NPE Airport Development Grant to improve runways 2-20 safety areas, remove runway 2-20 approach surface obstruction, and improve ROFA east of runway 2-20. *(Mel Priddy, Director of Community Services)*

Executive Summary

A motion to approve five (5) items regarding the FY 2011 NPE Airport Development Grant.

5. Consider, and act upon, Change Order No. 4 – Final and Contractor's Pay Estimate No. 5 – Final for the 14<sup>th</sup> Street & Village Blvd. Utility Extensions Project. Change Order No. 4 reconciles the final quantities and results for a deduction of \$235.09 to the contract amount resulting in a final contract amount of \$469,959.12. *(David Medley, PE Director of Utilities)*

Executive Summary

A motion to approve final payment for the 14<sup>th</sup> Street & Village Blvd. Utility Extensions Project to Bravo Construction Inc. of Wilburton, Oklahoma and authorization for the Mayor to sign Change Order No. 4 and the Final Application of Payment.

6. Consider, and act upon a revised work order for Mehlburger Brawley Corporation for engineering services required for the design of construction of the U.S. 69 Water and Sewer Utilities Relocation ODOT State Job No. 14999(06) as required by the Oklahoma Department of Transportation. *(David Medley, PE Director of Utilities)*

Executive Summary

This item involves a motion to approve and authorize the Mayor to sign the revised work order for Mehlburger Brawley to complete work required for U.S. 69 Utility Relocate, ODOT State Job No. 14999 (04) for a Total Not To Exceed fee of \$50,000 for the engineering and \$44,600 for the residential inspection upon review and approval by the City Attorney's Office.

7. Consider, and act upon a Utility Relocation Agreement with the Oklahoma Department of Transportation to relocate water and sewer utilities required for the design and construction of the U.S. Highway 69 Comanche Avenue Interchange project. (*David Medley, PE Director of Utilities*)

**Executive Summary**

A motion to approve and authorize the Mayor to sign the Utility Relocation Agreement for water and sewer utilities relocation to complete work required for U.S. 69 Utility Relocate, ODOT State Job No.14999 (06) upon review and approval of by the City Attorney's Office.

8. Consider, and act upon, an Ordinance amending Ordinance No. 2361 which established the budget for fiscal year 2010-2011; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. (*Gayla Duke, Chief Financial Officers*)

**Executive Summary**

This item involves amending Ordinance No. 2361 which established the budget for fiscal year 2010-2011.

9. Consider, and act upon, authorizing the Mayor to sign an agreement with James Earl Tannehill for the storage and display of an electric chair formerly housed at the Oklahoma State Penitentiary. (*Mayor, Kevin E. Priddle*)

**Executive Summary**

A motion to approve the authorizing the Mayor to sign an agreement with James Earl Tannehill for the storage and display of the electric chair formerly housed at the Oklahoma State Penitentiary. The Oklahoma Prisons' Historical Association no longer provides a museum for display of the electric chair.

10. A presentation and discussion regarding the Tulsa State Fair Booth 2010. (*Councilman, Chris Fiedler*)

**Executive Summary**

The item involves a discussion on the Tulsa State Fair Booth 2010 and update.

**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 September 14, 2010, Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item D, approval of Claims for September 15, 2010 through September 28, 2010. *(Gayla Duke, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 3, a lease with Wallace Air, LLC, the City of McAlester, and the McAlester Airport Authority to build a 6400 sq. ft. hangar at the McAlester Airport. *(Mel Priddy, Director of Community Services)*
- Confirm action taken on City Council Agenda Item 4, five (5) items dealing with the City of McAlester FY 2011 NPE Airport Development Grant to improve runways 2-20 safety areas, remove runway 2-20 approach surface obstruction, and improve ROFA east of runway 2-20. *(Mel Priddy, Director of Community Services)*

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

---

*Majority of a Quorum required for approval*

- Approval of the Minutes from the September 14, 2010, Regular Meeting of the McAlester Public Works Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item D, approval of Claims for September 14, 2010 through September 28, 2010. *(Gayla Duke, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 5, Change Order No. 4 – Final and Contractor's Pay Estimate No. 5 – Final for the 14<sup>th</sup> Street & Village Blvd. Utility Extensions Project. Change Order No. 4 reconciles the final quantities and results for a deduction of \$235.09 to the contract amount resulting in a final contract amount of \$469,959.12. *(David Medley, PE Director of Utilities)*
- Confirm action taken on City Council Agenda Item 6, a revised work order for Mehlburger Brawley Corporation for engineering services required for the design of construction of the U.S. 69 Water and Sewer Utilities Relocation ODOT State Job No. 14999(06) as required by the Oklahoma Department of Transportation. *(David Medley, PE Director of Utilities)*
- Confirm action taken on City Council Agenda Item 7, a Utility Relocation Agreement with the Oklahoma Department of Transportation to relocate water and sewer utilities required for the design of construction of the U.S. Highway 69 Comanche Avenue Interchange project. *(David Medley, PE Director of Utilities)*

- Confirm action taken on City Council Agenda Item 8, an Ordinance amending Ordinance No. 2361 which established the budget for fiscal year 2010-2011; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Gayla Duke, Chief Financial Officers)*
- Confirm action taken on City Council Agenda Item 9, authorizing the Mayor to sign an agreement with James Earl Tannehill for the storage and display of an electric chair formerly housed at the Oklahoma State Penitentiary. *(Mayor, Kevin E. Priddle)*

#### ADJOURN MPWA.

#### **CONVENE AS MCALESTER RETIREMENT TRUST AUTHORITY**

---

*Majority of a Quorum required for approval*

- Approval of the Minutes from the August 24, 2010, Regular Meeting of the McAlester Retirement Trust Authority. *(Cora Middleton, City Clerk)*
- Approval of Retirement Benefit Payments for the Period of September 2010. *(Gayla Duke, Chief Financial Officer)*

#### **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](http://www.cityofmcalester.com).*

---

**Cora M. Middleton, City Clerk**

Council Chambers  
Municipal Building  
September 14, 2010

The McAlester City Council met in Regular session on Tuesday, September 14, 2010, at 6:00 P.M. after proper notice and agenda was posted, September 10, 2010, at 3:42 P.M.

**CALL TO ORDER**

Mayor Priddle called the meeting to order.

Pastor Charles Neff, First United Methodist Church gave the invocation and lead the Pledge of Allegiance.

**ROLL CALL**

Council Roll Call was as follows:

Present: Chris Fiedler, Steve Harrison, John Browne, Robert Karr, Buddy Garvin & Kevin Priddle  
Absent: None  
Presiding: Kevin E. Priddle, Mayor

Staff Present: Peter J. Stasiak, City Manager; John Modzelewski, City Engineer/Public Works Director; Gayla Duke, Chief Finance Officer; William J. Ervin, City Attorney and Cora Middleton, City Clerk

**Citizen's Comments on Non-agenda Items**

There were no citizen comments.

**Consent Agenda**

- A. Approval of the Minutes from the August 24, 2010, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of the Minutes from the August 25, 2010, Special Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- C. Approval of Claims for August 25, 2010 through September 14, 2010. *(Gayla Duke, Chief Financial Officer)* In the following amounts: General Fund - \$184,888.14; Nutrition - \$3,250.50; Landfill Res./Sub-Title D - \$21,099.13; Educational Fund - \$1,500.00; Tourism Fund - \$350.00; SE Expo Ctr/Tourism Fund - \$37,891.53; E-911 - \$2,982.44; Economic Development - \$282.50; Gifts & Contributions - \$2,869.74; Fleet Maintenance - \$21,259.28 and CIP Fund - \$13,396.74.

- D. Concur with Mayor's Re-appointment of Doris Hackler to the Tree Board for a term to expire September, 2012. *(Kevin E. Priddie, Mayor)*
- E. Concur with Mayor's Re-appointment of Karen Harrison to the Tree Board for a term to expire September, 2012. *(Kevin E. Priddie, Mayor)*
- F. Concur with Mayor's Appointment of John Goodyear to the Tree Board for a term to expire September, 2012. *(Kevin E. Priddie, Mayor)*

Councilman Karr moved to approve the Consent agenda. The motion was seconded by Councilman Garvin.

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

AYE: Councilman Fiedler, Harrison, Browne, Karr, Garvin & Mayor Priddie

NAY: None

Mayor Priddie declared the motion carried.

Vice-Mayor Browne moved to open a Public Hearing to address an ordinance amending the Budget for Fiscal Year 2010-2011. The motion was seconded by Councilman Harrison.

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

AYE: Councilman Harrison, Browne, Karr, Garvin, Fiedler & Mayor Priddie

NAY: None

Mayor Priddie declared the motion carried, and the Public Hearing was opened at 6:05 P.M.

#### **Public Hearing**

- **AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2361 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2010-2011; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.**

There were no comments from the citizens or the Council and Councilman Harrison moved to close the Public Hearing. The motion was seconded by Councilman Fiedler.

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

AYE: Councilman Browne, Karr, Garvin, Fiedler, Harrison & Mayor Priddie

NAY: None

Mayor Priddie declared the motion carried, and the Public Hearing was closed at 6:06 P.M.



### **Scheduled Business**

1. Consider, and act upon, an Ordinance amending Ordinance No. 2361 which established the budget for fiscal year 2010-2011; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Gayla Duke, Chief Financial Officers)*

#### **Executive Summary**

This item involves amending Ordinance No. 2361 which established the budget for fiscal year 2010-2011.

### **ORDINANCE NO. 2372**

**AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2361 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2010-2011; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.**

Councilman Harrison moved for approval of **ORDINANCE NO. 2372**, seconded by Vice-Mayor Browne.

Before the vote, Ms. Duke explained that this was to appropriate fund balance for repairs at the Industrial Park.

Manager Stasiak distributed a map of the proposed areas of the railroad spurs in the Industrial Park that were in need of repair. He explained that this problem was caused by a failure of the base under the railroad spurs and two (2) of the areas the City was requesting \$22,800.00 to use for the necessary repairs. He added that the City would go out for Request for Proposals for the other four (4) areas that were in need of repair.

There was a brief discussion among the Council concerning how long these repairs would take, if there were mines in the area that could have caused this problem and if routine maintenance would help to prevent this in the future. There was no further discussion, and the vote was taken as follows:

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

NAY: None

Mayor Priddle declared the motion carried.

Councilman Harrison moved to approve the EMERGENCY CLAUSE, seconded by Vice-Mayor Browne. There was no discussion and the vote was taken as follows:

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

NAY: None

Mayor Priddle declared the motion carried.

2. Consider, and act upon, declaring certain vehicles and equipment surplus property in accordance with the Code of Ordinances Sec 2- 286 and authorize the City Manager to sell them in accordance with the Code of Ordinances Sec 2- 287. (*John Modzelewski, PE*)

**Executive Summary**

This item involves a motion to declare certain vehicles and equipment surplus property and to authorize the sale of them.

Councilman Garvin moved to declare certain vehicles and equipment surplus property in accordance with the Code of Ordinances Sec 2- 286 and authorize the City Manager to sell them in accordance with the Code of Ordinances Sec 2- 287. The motion was seconded by Councilman Karr.

Before the vote, Mr. Modzelewski explained that the Public Works Department had two (2) fairly new sanitation trucks that could be transformed into dump trucks by removing their compactor units, selling them and replacing them with dump beds. He added that the Public Works Department also had a 1994 Scarab Window Composting Machine that had not been used for severable years and was not serviceable at this time. Mr. Modzelewski stated that the Community Services Department had a used Senior Citizen van that had been replaced by a new van and was no longer needed. He added that the vehicles and equipment to be declared surplus and sold were listed as follows:

Tag	Mileage	Make Model	VIN
CI-12839	21,679	Freightliner M2-106 Truck (SW-3)	1FVHCYBS59DAN2552
CI-12840	32,283	Freightliner M2-106 Truck (SW-6)	1FVHCYBS39DAN2551
3-47247	128,948	1999 Ford 350 HC Van (Van-#1)	1FDWE3055XHB63295
LF13	NA	1994 Scarab Windrow Composting Machine MDL 10	194

There was a brief discussion among the Council concerning if the City still owed for the sanitation trucks, if the City was violating any contracts, getting the banks approval in writing before anything was done and what type of dump beds would be ordered for the trucks.

There was no further 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.

3. Consider, and act upon, authorizing the Mayor to sign a Service Agreement with iWorQ Systems "iWorQ" located in Logan, Utah. (*Peter J. Stasiak, City Manager*)

**Executive Summary**

The item involves a motion to authorize the Mayor to sign a Service Agreement between the City of McAlester and iWorQ Systems.

Vice-Mayor Browne moved to authorize the Mayor to sign a Service Agreement with iWorQ Systems "iWorQ" located in Logan, Utah. The motion was seconded by Councilman Garvin.

Before the vote, Manager Stasiak explained that the iWorQ Systems was the first company to offer city and county government management applications as an internet service. He added that the City would concentrate on Code enforcement initially and this application would allow the City to track permits, violations, inspections and licenses. He stated that the system would generate numbers for each case, detailed reports and track the steps or progress used to mitigate the various reported problems. Manager Stasiak commented that this would be a way to be more responsive to the citizens concerns.

There was a brief discussion among the Council regarding when this would be ready to implement, if citizens could still call to lodge complaints and that this would be a better way to manage complaints and work with the citizens.

Manager Stasiak added that beginning Monday there would be an information person in the foyer and the City would also have a live receptionist.

There was no further 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.

### **New Business**

Vive-Mayor Browne commented that he had an item that he wanted to address at this time if it qualified for new business. He explained that he was concerned with the amount of graffiti around the City and would like the City to donate money to Crime Stoppers.

Mr. Ervin stated that this did not meet the new business requirements; it could be taken up between the meetings or even placed on the next agenda.

Vice-Mayor Browne asked that this item be placed on the next Council agenda.

Manager Stasiak stated that he thought there was money in the Crime Stopper's account and he would have Ms. Duke verify that information.

### **City Manager's Report**

Manager Stasiak reported that the City had switched back to the cleaned clear well and were not having any reports or complaints of dirty water. He reported that the Public Works Department was preparing for a large roadway reconstruction project in Northgate. He stated that the Dura Patcher had been in North Town preparing for the Old Town Festival and then would move to the school areas then into the central business district. He added that people continue to invest in the City. He commented that the City was already at \$21 million in building permits for the first eight (8) months of this year, the average for new home construction was forty (40) and the City

was at forty (40) new homes. He commented that the City had eighty-one (81) building permits with \$106,000.00

### **Remarks and Inquiries By City Council**

Councilman Fiedler thanked all of the individuals in the upcoming Chili Cook Off, Car Show and the North Town Festival. He thanked all of the individuals involved in the State Fair booth. He commented that there were twenty-six (26) sponsors and with the help of Allegiance Communications citizens would be able to view a live broadcast of the Fair on channels 16 and 21 and the City's website.

Councilman Harrison commented on his quarterly newsletter and mentioned the opening of the recycling center on Monday.

Vice-Mayor Browne stated that he had received complaints about a truck going around town selling furniture. He asked if they were paying sales tax.

Manager Stasiak stated that the individuals did have a City permit but there was no way to verify if they were paying sales tax.

Vice-Mayor Browne asked if there was any way to set this up.

Manager Stasiak stated that the City would need to establish an ordinance.

Vice-Mayor Browne commented that a local kid, Brandon Keith would be starting for the Arizona Cardinals. He added that it was great to see local people succeeding. He then complimented Councilman Harrison on his newsletter.

Councilman Karr thanked the City for fixing the water problem and expressed concern about some fire hydrants that seemed to be leaking.

Councilman Garvin announced that the North Town Festival would be held this Saturday from 9:00 A.M. until 6:00 P.M. and he expected it to be a fun day. He thanked the City for getting the North Town area ready and commented that the Dura Patcher did everything it was supposed to do. He added that he had been asking for five (5) years to have the North Gate area fixed. He suggested speaking with the residents in that area, if they would be willing to pay the cost of bringing the repairs to their expansion joints and make that area look better.

Mayor Priddle commented on getting to see the work paying off and problems getting solved. He added that the iWorQ was a good example. He stated that the City was not finished with improvements to the water system. He encouraged everyone to attend the North Town Festival, the Car Show and the Chili Cook Off and that this should be a great day. He reminded everyone that the recycling center would start next Monday.

### **Recess Council Meeting**

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

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

NAY: None

Mayor Priddle declared the motion carried, and the Regular Meeting was recessed at 6:48 P.M.

#### Reconvene Council Meeting

The Regular Meeting was reconvened at 6:49 P.M.

Councilman Garvin moved to recess the Regular meeting for an Executive Session to discuss negotiations concerning employees and representatives of employee groups: FOP, in accordance with Title 25, Section 307.B.4. The motion was seconded by Vice-Mayor Browne. There was no discussion, and the vote was taken as follows:

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

NAY: None

Mayor Priddle declared the motion carried, and the Regular Meeting was recessed at 6:49 P.M.

#### Executive Session

*Recess into Executive Session in compliance with Section Title 25 Section 307 B.4 et.seq. Oklahoma Statutes, to wit:*

- Section 307 (B) (2) – Discussing negotiations concerning employees and representatives of employee groups: FOP

The Regular Meeting was reconvened at 7:15 P.M. Mayor Priddle reported that the Council had recessed the Regular Meeting for an Executive Session to discuss negotiations concerning employees and representatives of employee groups: FOP, in accordance with Title 25, Section 307.B.4. Only that matter was discussed, no action was taken, and the Council returned to open session at 7:15 P.M., and this constituted the Minutes of the Executive Session. Mayor Priddle then asked for a motion to approve the FOP, Fraternal Order of Police contract for fiscal year 2010/2011.

- Consider, and take necessary action related to negotiations with FOP.

Councilman Garvin moved for approval of the FOP, Fraternal Order of Police contract for fiscal year 2010/2011. The motion was seconded by Councilman Karr. There was no discussion, and the vote was taken as follows:

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

NAY: None

Mayor Priddle declared the motion carried.

**Adjournment**

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

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

NAY: None

Mayor Priddle declared the motion carried, and the meeting was adjourned at 7:16 P.M.

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

ATTEST:

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

**CONSENT AGENDA**

**CITY OF MCALESTER  
CITY COUNCIL MEETING**

**SEPTEMBER 28, 2010**

**ITEM “B”**

Approval of assigning additional duties for the City Clerk: Supervision of Central Receptionist for the City of McAlester. (*Peter J. Stasiak*)



P.O. Box 3190, McAlester, OK 74502 • TEL: 918.423.5735 • FAX: 918.426.0207 • [mpowercorp.us](http://mpowercorp.us)

Date: 09.20.10

To: Darryl Wright, Noble Miller, Dr. Kenneth Miller, John Titsworth, Brian Lott, Terry Lanham, Lee Anderson, Kenny Edwards, Tom Bledsoe, Jack Inman, Gary Fugitt.

cc: Kevin Priddle, Pete Stasiak, Evans McBride, Karen Stephens, Kevin Smith, Steve Smith/Nikki Grosfield-Heath, April Murray, Chief Pyle, Chris Fiedler, Steve Harrison, John Browne, Robert Karr, Buddy Garvin.

From: Shari Cooper, MPOWER Executive Director

#### **RE: MPOWER THIRD QUARTER REPORT**

Below is summary of MPOWER's activities from July to September.

#### **ORGANIZATION**

In June, MPOWER elected new officers: President, Darryl Wright, Vice-President, Noble Miller, Secretary, Dr. Kenneth Miller, and Treasurer, John Titsworth.

Since taking over as President, Darryl Wright has put in place several working committees including a Building Committee, an Incentives Committee, and a 501C3 Non-Profit Status Committee.

#### **CITY CONTRACT**

Mid July, MPOWER finalized its contract with the City of McAlester. The new MPOWER budget for the year is \$184,673. The main goals for MPOWER, as defined by the contract, are as follows:

- Create a template to categorize and profile potential uses of industrial space and land.
- Partner with state, local agencies, realtors and private developers in marketing this information.



- Create and maintain a working relationship with existing businesses and develop a business registry and database.
- Partner with the Chamber of Commerce and Main Street Association to develop a business survey.
- Identify areas for infill for future construction opportunities.

MPOWER is in the process of working on all of the goals above.

### **STAFFING ISSUES**

On August 2nd 2010, MPower contracted with Express Employment Professional Services, a local temp agency. The agency sent Carlie David, who is now acting as our office Administrative Assistant. Carlie has been working on several projects including collecting Board Member biographies for our website.

We are still in need of an Economic Development Specialist, and I am trying to get our job description posted at the local universities in the area. I am also going to try to post the vacancy on a couple of national websites such as the American Planning Association website and Planetizen website. In addition, we will be posting to our own website as soon as it is launched.

### **OUTSIDE CONTRACTS**

This month, John Titsworth took over our accounting. Walter Bethune is no longer contracting with MPOWER as our accountant. John will be producing all of our financial statements from September 2010 forward.

### **MARKETING MATERIALS AND WEBSITE**

MPOWER's marketing firm, Staplegun - out of Oklahoma City, has developed and finalized our name and logo (in case you did not notice from our new letterhead). We now have a large sign on the front of our office, making our location more visible to the public.

Staplegun is now moving full steam ahead in developing the MPOWER website and marketing folder for McAlester. I have been working intensely trying to develop content for the website and folder, which includes statistics, photographs, write-ups on everything from the area's local history to current economic climate. This will be helpful and enlightening to businesses from afar as well as to the local population.

Since there is so much data, I am still in the process of gathering and organizing this information. I am also experiencing a big challenge when it comes to finding and cataloguing facts on available and developable properties in the area. We have not received much cooperation from area land owners who own property - especially around key areas such as Highway 69.

We need simple information such as acreage, zoning, parcel boundaries, and approximate asking price. I have been working with Pittsburg County's Assessor's office to determine a lot of this information so we can post to our website under the "available properties" section.



Additionally, we are looking for aerial photos and maps with infrastructure information, such as gas, water, and electricity. These are all basic points of information that site selection consultants and developers need before seriously considering McAlester as a place to do business.

In July, I held a couple of meetings in regard to the McAlester hotels and their desire to see an increase in tourism. The area hotels have stated that their business is slowing down and would like for someone to help promote tourism. We are doing just that by adding a "Tourism" section to the MPOWER website.

Finally, we have assisted in promoting some of our manufacturers in the area. OETA is shooting a special on manufacturing in Oklahoma and is highlighting McAAP and some of our local manufacturers around McAlester.

## MEETINGS

- In August, I traveled to Oklahoma City, where I attended a United States Senate and Congressional Military Legislative Aid Delegation meeting. A Joint Committee on Oklahoma Military Installation Support meeting directly followed. Both meetings were hosted by Commerce Secretary, Natalie Shirley. In summary, both of the meetings allowed each Oklahoma Installation Community to report on recent activities and planning efforts. The Commerce Secretary recognized McAlester and thanked us for being a now visible, and valuable member of the group.

John Bonsell, who works as a military specialist consultant for many of the Oklahoma installations was there and was the main speaker for the group.

McAlester's McAlester Defense Support Association (MDSA) - through Mark Jordan - has been trying to contract with Mr. Bonsell for over a year now. He collaborated with the Southeast Workforce Investment Board (SEWIB) to obtain grant funds (\$250,000) to do planning for the area, which would include a section for McAAP and its business development efforts.

The funds are being administered through KEDDO. The RFP has just been released by the SEWIB their deadline to receive responses to this proposal will be late October.

On September 30th, I will join Mark Jordan, representatives from the City, and Senator Inhofe's aid, Ben Boyer at a meeting in Altus, OK. There we will meet with the economic developer for Vance Air Force Base, David Braddock, who has worked with Mr. Bonsell and he will share his experience and also explain how their town found the funding to engage Mr. Bonsell.

- **The Oklahoma Southeast** organization is planning already for The Shot Show - held in January of 2011. MPOWER will take part in this exhibit and I have asked McAAP to join our team this year at The Shot Show.

In August, MPOWER hosted a luncheon at our local winery for the OKSE group. Not only did we promote our local winery to other members around SE Oklahoma, but we also firmed up plans with representatives from McAAP on our booth for this trade show. We also watched a presentation by Marketing Alliance who has now contracted with the Oklahoma Southeast group to do their website. As a member, McAlester will have more visibility through this website with our own webpage.

- I also met with April Murray (**Kiamichi Technology Center**) and Nikki Grosfield-Heath (**Eastern Oklahoma State College**) about teaming up together to explore business incubation ideas and agribusiness development for our area. The three of us will be working on an exploratory program for agribusiness and possible business incubation in the future. More to come on this topic over the next several months as the three of us coordinate the next steps.
- **The McAlester Main Street Program** hosted their annual "Big Cruzer" car show and chili cook-off last Saturday (September 18). MPOWER had a table and I cooked buffalo chili. I'd like to thank MPOWER **Vice-President, Noble Miller** who found us a table, set it up, and broke it down for the event. Noble acted on very short notice and I could not have participated were it not for his help. **Carlie David** also helped me staff the table for the morning hours so thanks to her for helping on a Saturday as well.

Many of you may not know, but we have a buffalo farm nearby! Its location is near Indianola and this is where I purchased the buffalo meat. If you would like the contact information for the farm, please email me. Although I received very good reviews, we did not place in the contest. However, MPOWER is proud to support a local farm and enjoyed helping out our Main Street program.

McAlester Main Street also has an "Economic Development Restructuring Committee," of which I am a member. This committee is working to help organize all of their properties in a database. The funds raised from the car show and chili cook-off will be used to pay for part of the software needed for this database. MPOWER will be collaborating with McAlester Main Street to help promote vacant buildings in the downtown area. I will also be part of the State Main Street Program Review on Sept 27th.

## NEW BUSINESS RECRUITMENT

The following is an update on new business recruitment efforts for McAlester:

- The Department of Commerce included MPOWER on their RFP for **Project CanMan**, a Canadian construction building materials company looking for a 50,000 square foot facility. MPOWER responded to their proposal and await to see if we are shortlisted as a community who will be considered more closely.
- The Department of Commerce included MPOWER on their RFP for **Project Fitz**, a tissue paper manufacturer, who is looking for a 400,000 square foot facility (they will build) on a minimum 200 acre site. MPOWER responded to their proposal and await to see if we are shortlisted as a community who will be considered more closely.
- Back in April, we submitted a proposal to a defense contractor, **Project Montag**, who is considering relocating their entire operations to another state. They are a primary defense contractor and they are considering McAlester because of their relationship with an existing company as well as McAAP. The Oklahoma Department of Commerce communicated with me last week to let me know that the company is still showing interest in McAlester. They are leading this project and has informed me that the company plans on making a decision soon on whether or not they will make a site visit to McAlester.
- MPOWER is still in discussions with a bullet manufacturer, **Project Southard**, who is outgrowing their existing facility in another state. MPOWER connected this company to McAAP. The company is currently testing a product (which is currently in the development process). MPOWER hopes that the project will move forward with McAlester once the product is officially ready to produce.
- A few weeks ago, MPOWER gave a tour of McAlester to a real estate broker from OKC who is looking for a site for a **distributing company**. I gave the broker demographic information on our area and showed him land at our industrial park. His client prefers to remain anonymous at this point.
- MPOWER also connected a very well known **Oil & Gas company** out of Houston with representatives from FracTech, who owns a vacant building just outside of McAlester. The building has been vacant for some time now, and MPOWER plans to market that building as an "available site" on our website.
- A small business owner who operates a **Kidney Dialysis** office contacted us about setting up a small office in McAlester, until they found out that we had a hospital. Although parts of Pittsburg County is underserved for healthcare, the

business was not interested in locating to McAlester once he found out we had a hospital here. His explained that he felt hospitals would prefer to do the dialysis themselves and not refer patients to him. I also gave him the number to the Choctaw Health Center, as he said he had previously worked with tribal clinics who may have need for dialysis services.

- MPOWER has received several requests for the demand for a **man's suit store** in McAlester. I reached out to Bob's suit store in Henryetta, OK - where many local men go to purchase their suits. I worked with McAlester Main Street in locating a downtown space for the business and the owner of the space offered an incentive to the business if they would expand here in McAlester. Unfortunately, the owner of the store is not interested in expanding as he is looking at retirement in a few years and has no plans to turn the business over to anyone. He also mentioned that the current economy made the idea impossible right now anyway.
- A Memphis real estate broker contacted MPOWER looking for a **3,000 SF building** to be used for light distribution. We shared several properties with the broker and connected him to the real estate agents handling these properties.
- The USDA also shared a building RFP for **10,000 SF building** needed for offices. MPOWER shared this RFP with the City, who owns the former FAA building at the airport. City Manager, Pete Stasiak will have city staff respond to the RFP since MPOWER does not have all of the details on the building, and cannot act as the City's contractual agent.
- **Restaurant Recruitment:** I reconnected with the national chain restaurant who I had previously contacted, in hopes of recruiting them to McAlester. I shared a few more available properties along Highway 69 near Walmart. The franchise owner (out of Oklahoma City) previously explained that his restaurant has an attached bar that has wall-to-wall big screen TVs for sports watching. A restaurant bar is a big part of revenue generation - especially on Sunday sports game days. As with many restaurants, there is a large profit margin attached to alcohol sales, which greatly affects the business' bottom line. More on this below.

## LEGISLATIVE ISSUES

You may already know that Pittsburg County has a "Blue Law" which does not allow the sale of any alcohol beverage on Sunday (and most holidays) that is more than 3.2% by weight, or more than 4% by volume.

However, some counties – like our neighboring **McIntosh County** – allow businesses to sell alcohol on Sundays above these limits. To a restaurant/bar, whose profits heavily rely or are attached to alcohol sales, one day out of the week can make or break the business' bottom line. This can weigh heavily on the decision making process on whether (or not) to locate their restaurant in a given location. Consequently, having a "Blue Law" can have a tremendous economic impact on a town. LeFlore County changed their laws 2 years ago, and are already surpassing Pittsburg County in sales tax revenue generation.

On September 13, 2010, I presented a resolution, on behalf of MPOWER, to the Pittsburg County Commissioners. This resolution requested that the Commissioners place on the ballot language that would allow the county voters to decide whether or not alcohol could be sold on Sunday, provided that food be accompanied with the drink. Senator LerBlance, the McAlester Chamber, McAlester Main Street, Mayor Priddle and area businesses supported MPOWER's effort.

Now, the District Attorney must review the resolution and the commissioners will vote in the next few weeks whether or not to put on the December 14 ballot. If you have any questions about this topic, or wish to discuss, please do not hesitate to call me.

## CONFERENCES

Since McAlester is a "defense community," I traveled to San Francisco in August and attended the **Association of Defense Communities' Annual Conference**. The focus of this conference centered around "renewable energy" and the Presidential Executive Order 13514: Federal Leadership in Environmental, Energy, and Economic Performance. This is an unfunded mandate ordered from the President of the United States to all of the military services. Our base must comply with this mandate as well and I will be working with the base to offer as much assistance and planning as I am able. MPOWER will do everything possible to ensure that McAlester Army Ammunitions plant does not suffer from the next round of BRAC - as a result of not meeting this mandate.

The **Heartland Energy Conference** was a one day conference held Rogers State College in Claremore, OK and covered a host of topics from Compressed Natural Gas to Wind and Solar Energy. The good news for Oklahoma is that CNG has a very promising future as a renewable energy source and will impact our area's local economy as well. Geothermal offers many opportunities for our area as well. In fact, the McAAP has installed several ground source heat pumps in several of their buildings already.

### **EXISTING BUSINESS RETENTION AND EXPANSION**

MPOWER is working with two local businesses who are in expansion mode. One is a agribusiness and the other is in the construction materials industry.

MPOWER's progress with each depends on two things: 1) Our collaboration with other institutions such as the City of McAlester, EOSC, and KTC and 2) Our own progress made by our Building and Incentives Committees. Further, MPOWER may be able to find financial assistance from grants once our Non-Profit Committee establishes the 501c3 status for our organization.

On another note, we have some bittersweet news to share. Quality Finishing, a well renown metal finisher in our Taylor Industrial Park has chosen to sell his company and his facility. Mr. Bill Blankenship has provided finishing for metalwork all over the world. He is a global business and it is McAlester's loss that he has decided to sell.

However, MPOWER now has a 50,000 square foot building to market. This building is an incredible asset to local economic development pursuits, so MPOWER will be including this building in our list of available properties and marketing his site wherever possible. Thank you Mr. Blankenship and we wish you well in your retirement and future endeavors.

###

**CLAIMS FROM SEPTEMBER 15, 2010  
THRU  
SEPTEMBER 28, 2010**



9/22/2010 2:14 PM  
 PACKET: 05719 CLAIMS FOR 9/28/2010  
 VENDOR SET: 01  
 FUND : 01 GENERAL FUND

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 1

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00028	"A" PLUS LAWN SERVICE					
	I-10-00626	01	-5542308	CONTRACTED SE CONTRACT MOWING-CHADICK	052175	1,250.00
01-A00102	ACCURATE FIRE EQUIPMENT					
	I-9-34494	01	-5431316	REPAIRS & MAI CO2 RECHG/45 LB ABC CHG	052176	252.20
01-A00170	ADA PAPER CO.					
	I-313749	01	-5548203	REPAIRS & MAI JANITORIAL SUPPLIES	052178	664.67
01-A00267	AIRGAS					
	I-106167055	01	-5432202	OPERATING SUP OXYGEN FOR AMBULANCES	052179	103.04
	I-106177338	01	-5432202	OPERATING SUP OXYGEN FOR AMBULANCES	052179	50.82
	I-106917572	01	-5432202	OPERATING SUP OXYGEN FOR AMBULANCES	052179	113.09
	I-106917574	01	-5542202	OPERATING SUP PARKS SHOP	052179	44.99
	I-106917574A	01	-5543202	OPERATING SUP POOLS	052179	112.53
01-A00355	ALL PAWN & SURPLUS					
	I-10-00536	01	-5431207	CLOTHING ALLO UNIFORM PURCHASES	052180	374.70
01-A00362	ALLEGIANCE COMMUNICATIO					
	I-201009091799	01	-5320328	INTERNET SERV ACCT #254969 - DETECTIVE DIV	052115	116.75
	I-201009091799	01	-5542328	INTERNET SERV ACCT # 279662-STIPE CENTER	052115	69.95
	I-201009091799	01	-5542328	INTERNET SERV ACCT # 324097-1600 COLLEGE AVE	052115	223.95
	I-201009151811	01	-5431328	INTERNET SERV INTERNET SVS-NORTH TOWN FS	052137	59.95
01-A00751	ATWOODS					
	I-3556449	01	-5542203	REPAIRS & MAI OPEN PO FOR SUPPLIES	052183	8.41
	I-3559641	01	-5542203	REPAIRS & MAI OPEN PO FOR SUPPLIES	052183	67.96
	I-3562324	01	-5542203	REPAIRS & MAI OPEN PO FOR SUPPLIES	052183	32.97
	I-3563317	01	-5542203	REPAIRS & MAI OPEN PO FOR SUPPLIES	052183	66.00
	I-3564128	01	-5542203	REPAIRS & MAI OPEN PO FOR SUPPLIES	052183	5.99
01-B00150	BEALES GOODYEAR TIRES					
	I-XC-1772385	01	-5431316	REPAIRS & MAI TIRE REPAIR-LADDER #1	052189	32.95
01-B00172	B & C ELECTRIC CO.					
	I-464789	01	-5542316	REPAIRS & MAI ELEC OUTLET IN KITCHEN	052190	60.00
01-B00180	BEMAC SUPPLY					
	I-S1539052.001	01	-5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	052191	160.90
	I-S15405750.001	01	-5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	052191	11.95
	I-S1540982.001	01	-5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	052191	33.59
	I-S1546681.001	01	-5431203	REPAIRS & MAI EMER REPAIR PTS FOR E-2	052191	30.94
01-B00243	BIG V FEED					
	I-32770	01	-5322202	OPERATING SUP DOG FOOD FOR POUND	052194	40.50
01-B00419	BOB HURLEY FORD					
	I-302928A	01	-5321402	CAPITAL OUTLA 3 NEW POLICE VEHICLES	052196	10,530.00

9/22/2010 2:14 PM  
 PACKET: 05719 CLAIMS FOR 9/28/2010  
 VENDOR SET: 01  
 FUND : 01 GENERAL FUND

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 2

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00490	BRIGGS PRINTING					
	I-56847	01 -5211202	OPERATING SUP BUSINESS CARDS	052197	68.50	
01-B00497	BRANDON BECK					
	I-201009221842	01 -5544308	CONTRACT LABO 3 GAMES	052198	75.00	
01-C00046	C D W GOVERNMENT, INC					
	I-TRR6919	01 -5210202	OPERATING SUP OFFICE SUPPLIES	052199	261.87	
	I-TRR6919	01 -5211202	OPERATING SUP OFFICE SUPPLIES	052199	411.17	
	I-TRR6919	01 -5213202	OPERATING SUP OFFICE SUPPLIES	052199	645.84	
	I-TRR6919	01 -5431202	OPERATING SUP OFFICE SUPPLIES	052199	324.07	
	I-TRR6919	01 -5542202	OPERATING SUP OFFICE SUPPLIES	052199	1,027.26	
	I-TRR6919	01 -5652202	OPERATING SUP OFFICE SUPPLIES	052199	135.46	
	I-TRR6919	01 -5652202	OPERATING SUP OFFICE SUPPLIES	052199	77.40	
	I-TRR6919	01 -5653202	OPERATING SUP OFFICE SUPPLIES	052199	345.16	
	I-TSJ3297	01 -5211202	OPERATING SUP OFFICE SUPPLIES	052199	163.83	
	I-TSQ0632	01 -5431202	OPERATING SUP OFFICE SUPPLIES	052199	11.60	
	I-TTX8592	01 -5431202	OPERATING SUP OFFICE SUPPLIES	052199	88.25	
01-C00100	CLEET					
	I-201009141804	01 -2100	CLEET PAYABLE CLEET FEES COLLECTED	052200	9,885.39	
01-C00275	CECIL E. WADE					
	I-10-00628	01 -5542308	CONTRACTED SE CONTRACT MOWING AT LAKE	052201	548.00	
01-D00096	DARRELL HEAROD					
	I-201009221837	01 -5544308	CONTRACT LABO 5 GAMES	052204	125.00	
01-D00330	DEPT. OF PUBLIC SAFETY					
	I-04-1101229	01 -5321308	CONTRACTED SE TELETYPE RENTALS 1/2 YR	052206	350.00	
01-E00266	ERVIN & ERVIN ATTORNEYS					
	I-201009151809	01 -5210302	CONSULTANTS/L LEGAL EXP - IAFF	052135	360.00	
	I-201009151809	01 -5214302	CONSULTANTS LEGAL EXP-GREEN, WESTERN, ETC.	052135	4,785.32	
01-F00015	FLEETCOR TECHNOLOGIES					
	I-201009201826	01 -5653212	FUEL EXPENSE FUEL BILL-HR/SAFETY	052211	79.42	
	I-201009201826	01 -5321212	FUEL EXPENSE FUEL BILL-POLICE	052211	10,026.10	
	I-201009201826	01 -5431212	FUEL EXPENSE FUEL BILL-FIRE	052211	2,864.73	
	I-201009201826	01 -5542212	FUEL EXPENSE FUEL BILL-PARKS	052211	2,346.59	
	I-201009201826	01 -5548212	FUEL EXPENSE FUEL BILL-FAC MAINT	052211	571.26	
	I-201009201826	01 -5865212	FUEL EXPENSE FUEL BILL-STREETS	052211	1,605.43	
	I-201009201826	01 -5544212	FUEL EXPENSE FUEL BILL-RECREATION	052211	60.54	
	I-201009201826	01 -5652212	FUEL EXPENSE FUEL BILL-COMM DEV/CODES	052211	451.15	
	I-201009201826	01 -5225212	FUEL EXPENSE FUEL BILL-IT	052211	62.06	
	I-201009201826	01 -5322212	FUEL EXPENSE FUEL BILL-ANIMAL CONTROL	052211	364.50	
	I-201009201826	01 -5547212	FUEL EXPENSE FUEL BILL-CEMETERY	052211	466.17	
01-F00038	FED EX					

PACKET: 05719 CLAIMS FOR 9/20/2010

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00038	FED EX					
			continued			
		I-7-226-81058	01 -5653202	OPERATING SUP HR HANDBOOKS AND	052214	13.38
01-G00010	G & C RENTAL CENTER, IN					
		I-5213	01 -5547203	REPAIRS & MAI TRACHOE RENTAL	052216	266.00
		I-5365	01 -5547203	REPAIRS & MAI TRACHOE RENTAL	052216	268.00
		I-5585	01 -5542203	REPAIRS & MAI TRACKHOE RENTAL	052216	390.00
01-G00130	GAIL'S, AN ARAMARK CO.,					
		I-510799212	01 -5431207	CLOTHING ALLO OPEN PO-UNIFORM PURCHASE	052217	197.03
		I-510804172	01 -5431202	OPERATING SUP UNIFORMS - J. WEEKS	052217	298.49
		I-510804205	01 -5431207	CLOTHING ALLO OPEN PO-UNIFORM PURCHASE	052217	75.17
		I-510804206	01 -5431202	OPERATING SUP UNIFORMS - J. WEEKS	052217	72.44
		I-510806392	01 -5431207	CLOTHING ALLO OPEN PO-UNIFORM PURCHASE	052217	167.84
		I-510806393	01 -5431207	CLOTHING ALLO OPEN PO-UNIFORM PURCHASE	052217	130.97
		I-510824922	01 -5431207	CLOTHING ALLO OPEN PO-UNIFORM PURCHASE	052217	377.44
01-G00260	GEORGE HALIBURTON					
		I-H08-10-008	01 -5652318	ASATEMENTS CONTRACT BRUSHHOGGING	052218	517.46
01-G00490	GRISOM IMPLEMENT INC					
		I-173359	01 -5547203	REPAIRS & MAI WEEDEATER PARTS	052219	291.00
01-H00132	HENRY MOSS TRUCKING					
		I-3127	01 -5652319	DEMOLITION DEMO HOUSE-219 W JEFFERSON	052221	3,290.00
		I-3128	01 -5652319	DEMOLITION DEMO HOUSE-619 W. TYLER	052221	2,895.00
01-I00110	IMPRESS OFFICE SUPPLY					
		I-031238	01 -5211202	OPERATING SUP MISC. OFFICE SUPPLIES NEE	052223	74.50
		I-031243	01 -5211202	OPERATING SUP MISC. OFFICE SUPPLIES NEE	052223	7.45
		I-031249	01 -5211202	OPERATING SUP MISC. OFFICE SUPPLIES NEE	052223	8.99
		I-031250	01 -5212202	OPERATING SUP MISC. OFFICE SUPPLIES	052223	3.15
		I-031258	01 -5212202	OPERATING SUP MISC. OFFICE SUPPLIES	052223	34.99
		I-031278	01 -5211202	OPERATING SUP MISC. OFFICE SUPPLIES NEE	052223	73.98
01-I00115	INTERMEDIX TECHNOLOGIES					
		I-201009201823	01 -5432308	CONTRACTED SE EMS BILLING SVS-AUG 2010	052224	3,939.76
		I-201009201825	01 -5432308	CONTRACTED SE EMS BILLING SVS-JULY 2010	052224	2,466.68
		I-201009221844	01 -5432308	CONTRACTED SE AMBULANCE BILLING SVS-MAY FEE	052224	2,383.14
01-I00120	TYLER TECHNOLOGIES					
		I-201009221843	01 -5213336	FEES COURT SITE FEE SUPPORT	052225	100.00
		I-201009221843	01 -5213336	FEES COURT ONLINE FEE	052225	100.00
01-I00140	INDIAN NATION WHOLESALE					
		I-5225832	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	052226	600.00
		I-5225832A	01 -5544202	OPERATING SUP CONCESSION SUPPLIES-SBC	052226	612.98
01-I00259	IRRIGATION STATION OKC					

9/22/2010 2:14 PM  
 PACKET: 95719 CLAIMS FOR 9/28/2010  
 VENDOR SET: 01  
 FUND : 01 GENERAL FUND

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 4

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-IC0259	IRRIGATION STATION OKC		continued			
	I-IN300406	01	-5542203	REPAIRS & MAI IRRIGATION VALVES	052228	120.52
01-J00110	JACKIE BRANNON CORR. CT					
	I-P176	01	-5542308	CONTRACTED SE MONTHLY INMATE CHARGES	052229	63.86
01-J00326	JIM MIZE					
	I-201009221840	01	-5544308	CONTRACT LABO 3 GAMES	052230	75.00
01-130428	LOWE'S CREDIT SERVICES					
	I-001565	01	-5548203	REPAIRS & MAI MISC SUPPLIES FOR LOBBY	052235	136.06
	I-001739	01	-5431203	REPAIRS & MAI OPEN PO FOR SUPPLIES	052235	89.97
	I-01412	01	-5548203	REPAIRS & MAI MISC SUPPLIES FOR LOBBY	052235	15.94
	I-02207	01	-5548203	REPAIRS & MAI MISC SUPPLIES FOR LOBBY	052235	224.10
	I-02616	01	-5548203	REPAIRS & MAI OPEN PO FOR SUPPLIES	052235	23.22
	I-02617	01	-5548203	REPAIRS & MAI MISC SUPPLIES FOR LOBBY	052235	30.66
	I-08002	01	-5548203	REPAIRS & MAI OPEN PO FOR SUPPLIES	052235	49.68
	I-08272	01	-5542203	REPAIRS & MAI MISC. REPAIR & MAINT ITEM	052235	45.26
	I-08357	01	-5542203	REPAIRS & MAI MISC. REPAIR & MAINT ITEM	052235	99.08
	I-08516	01	-5431203	REPAIRS & MAI OPEN PO FOR SUPPLIES	052235	24.98
	I-09005	01	-5542203	REPAIRS & MAI MISC. REPAIR & MAINT ITEM	052235	121.60
	I-09950	01	-5542203	REPAIRS & MAI MISC. REPAIR & MAINT ITEM	052236	182.30
	I-11672	01	-5548203	REPAIRS & MAI OPEN PO FOR SUPPLIES	052236	40.83
	I-201009141807	01	-5321325	FIRING RANGE INV. 902843 POSTED WRONG	052236	108.60
	I-907671	01	-5865204	SMALL TOOLS SMALL TOOLS & FORMING	052236	79.91
	I-908147	01	-5865204	SMALL TOOLS SMALL TOOLS & FORMING	052236	76.20
	I-909083	01	-5542203	REPAIRS & MAI MISC. REPAIR & MAINT ITEM	052236	77.93
	I-909160	01	-5865204	SMALL TOOLS SMALL TOOLS & FORMING	052236	54.94
	I-914002	01	-5865204	SMALL TOOLS SMALL TOOLS & FORMING	052237	3.38
01-M00083	MARGARET MCMORROW - LOV					
	I-90210	01	-5210302	CONSULTANTS/L LEGAL FEES-FOP	052238	3,994.66
01-M00325	MICHAEL T DAWKINS					
	I-201009221839	01	-5544308	CONTRACT LABO 2 GAMES	052239	50.00
01-M00460	MITCHAEAL D DISTRIBUTING					
	I-1912280	01	-5544202	OPERATING SUP CONCESSION SUPPLIES-SBC	052240	105.00
01-M00589	MOSS CONSTRUCTION					
	I-10810	01	-5652318	ABATEMENTS CONTRACT MCWING	052241	350.00
01-MC0095	MCALESTER FENCE					
	I-001599	01	-3542316	REPAIRS & MAI REPAIR FENCE AT CHADIC	052242	920.00
01-MC0098	MCAFFEE & TAFT					
	I-327271	01	-5210302	CONSULTANTS/L LEGAL FEES	052243	365.50
	I-327272	01	-5210302	CONSULTANTS/L LEGAL FEES	052243	43.00
	I-327273	01	-5210302	CONSULTANTS/L LEGAL FEES	052243	43.00

9/22/2010 2:14 PM  
 PACKET: 05719 CLAIMS FOR 9/28/2010  
 VENDOR SET: 01  
 FUND : 01 GENERAL FUND

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 5

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-MC0098	MCAFFEE & TAFT		continued			
		I-327274	01 -5210302	CONSULTANTS/L LEGAL FEES	052243	194.85
		I-327275	01 -5210302	CONSULTANTS/L LEGAL FEES	052243	193.50
01-MC0140	MCALESTER PAINT & SUPPL					
		I-053179	01 -5542203	REPAIRS & MAI PAINT FOR PARKS	052244	375.20
01-MC0200	MCALESTER SCOTTISH RITE					
		I-700482	01 -5548316	REPAIRS & MAI RENTAL ON PARKING LOT	052246	375.00
01-N00343	NORTHERN SAFETY CO INC					
		I-P279789601014	01 -5865218	STREET REPAIR CONE HOLDERS FOR TRUCKS	052247	93.52
		I-P279789601022	01 -5865218	STREET REPAIR CONE REFLECTIVE TAPE	052247	65.63
		I-P279789601030	01 -5865218	STREET REPAIR CONE REFLECTIVE TAPE	052247	72.53
		I-P280042001026	01 -5865218	STREET REPAIR CONE HOLDERS FOR TRUCKS	052247	73.64
01-000070	OGIELA MOWER SHOP					
		I-00116701	01 -5542203	REPAIRS & MAJ WEEDEATER LINE FOR PARKS	052249	142.94
01-000075	O'REILLY AUTO PARTS					
		I-271787	01 -5432203	REPAIR & MAIN OPEN PO FOR PARTS AS NEED	052250	21.85
		I-272736	01 -5432203	REPAIR & MAIN OPEN PO FOR PARTS AS NEED	052250	334.00
01-000219	OKLA BUREAU OF NARCOTIC					
		I-201009141805	01 -2103	OBV PAYABLE ( DRUG EDUCATION FEES	052251	23.35
01-000530	OML-OK MUNICIPAL LEAGUE					
		I-10-00758	01 -5212202	OPERATING SUP 2010 UPDATES	052252	59.00
01-000536	OKPELRA					
		I-10-00850	01 -5210331	EMPLOYEE TRAV FEES FOR LABOR CONF.	052253	125.00
01-000595	OSBI					
		I-201009141803	01 -2101	AFIS PAYABLE AFIS PAYABLE	052254	5,445.56
		I-201009141803	01 -2102	FORENSICS PAY FORENSIC PAYABLE	052254	5,288.65
01-P00042	PACIFIC TELEMANAGEMENT					
		I-201009151810	01 -5215315	TELEPHONE UTI PAY PHONE AT STIPE CENTER	052139	75.00
01-P00341	PITTS. COUNTY HEALTH DE					
		I-10-00832	01 -5321202	OPERATING SUP HEP A & B VACCINATIONS	052255	112.00
01-P00350	PB COUNTY TAG AGENCY					
		I-10-00789	01 -5320202	OPERATING EXP TAG & TITLE-04 DODGE PU	052256	25.00
01-P00510	PRO-KIL, INC					
		I-58117	01 -5431316	REPAIRS & MAI PEST CONTROL	052257	96.00
		I-58118	01 -5431316	REPAIRS & MAI PEST CONTROL	052257	96.00
		I-58119	01 -5431316	REPAIRS & MAI PEST CONTROL	052257	96.00

9/22/2010 2:14 PM  
 PACKET: 05719 CLAIMS FOR 9/28/2010  
 VENDOR SET: 01  
 FUND : 01 GENERAL FUND

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 6

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00510	PRO-KIL, INC		continued			
		I-58201	01 -5542308	CONTRACTED SE MONTHLY PEST CONTROL	052257	126.00
01-P00560	PUBLIC SERVICE/AEP					
		I-201009091801	01 -5215313	ELECTRIC UTIL 954-811-096-3-5 - 333 E. CARL	052118	36.65
		I-201009091801	01 -5215313	ELECTRIC UTIL 956-307-702-1-2 - 302 E. FILMO	052118	563.34
		I-201009091801	01 -5215313	ELECTRIC UTIL 957-923-461-0-0 - STREET LTS	052118	11,481.49
		I-201009091801	01 -5215313	ELECTRIC UTIL 952-875-920-1-8 - GENERAL	052118	12,595.56
		I-201009091801	01 -5215313	ELECTRIC UTIL 952-355-820-1-4 -LIBRARY	052118	4,194.69
01-R00360	RICKY S HACKLER					
		I-201009221838	01 -5544308	CONTRACT LABO 2 GAMES	052258	50.00
01-R00473	ROBERTS WINDOW TINTING					
		I-644030	01 -5431316	REPAIRS & MAI TINT FOR 2 GLASS DOORS	052260	150.00
01-S00010	SADLER REFRIGERATION					
		I-2030	01 -5548203	REPAIRS & MAI HEAT & AIR UNIT	052261	3,715.30
01-S00190	SECURITY SYS. & ENG. IN					
		I-26405	01 -5320202	OPERATING EXP BATTERY FOR ALARM	052263	28.00
01-S00642	SPECIAL OPS UNIFORMS, I					
		I-147019	01 -5431207	CLOTHING ALLO UNIFORM PURCHASES	052268	134.97
		I-147205	01 -5431207	CLOTHING ALLO UNIFORM PURCHASES	052268	63.00
		I-147211	01 -5431207	CLOTHING ALLO UNIFORM PURCHASES	052268	17.50
		I-147232	01 -5431207	CLOTHING ALLO UNIFORM PURCHASES	052268	36.99
		I-147822	01 -5431207	CLOTHING ALLO UNIFORM PURCHASES	052268	97.98
		I-147823	01 -5431207	CLOTHING ALLO UNIFORM PURCHASES	052268	177.96
		I-147846	01 -5431207	CLOTHING ALLO UNIFORM PURCHASES	052268	150.00
01-S00726	STAPLES ADVANTAGE					
		I-00160	01 -5225401	COMPUTER TECH EQUIP FOR CONF. ROOM	052269	155.96
		I-01667	01 -5225401	COMPUTER TECH EQUIP FOR CONF. ROOM	052269	34.99
		I-02495	01 -5225401	COMPUTER TECH EQUIP FOR CONF. ROOM	052269	52.98
		I-06643	01 -5321202	OPERATING SUP COLOR PRINTER	052269	175.96
		I-06644	01 -5225401	COMPUTER TECH EQUIP FOR CONF. ROOM	052269	17.99
		I-07388	01 -5225401	COMPUTER TECH HP 2035 LASER PRINTER	052269	299.98
		I-1544763500106475	01 -5431202	OPERATING SUP OFFICE SUPPLIES AS NEEDED	052269	47.70
		I-9207484592	01 -5431202	OPERATING SUP OFFICE SUPPLIES AS NEEDED	052269	31.94
		I-96584	01 -5225401	COMPUTER TECH EQUIP FOR CONF. ROOM	052269	39.98
01-T00058	BIZTEL COMMUNICATIONS					
		I-4057	01 -5865203	REPAIR & MAIN PHONE RELOCATE-SIGN SHOP	052270	95.96
01-T00071	TERRY GREEN					
		I-201009221841	01 -5544308	CONTRACT LABO 3 GAMES	052271	75.00
01-T00370	TIPPIT INSURANCE AGENCY					

9/22/2010 2:14 PM

## REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 7

PACKET: 05719 CLAIMS FOR 9/28/2010

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-TC0370	TIPPIT INSURANCE AGENCY	continued				
	I-30891	01 -5215322	LIABILITY INS CITY MGR BOND RENEWAL	052272	1,091.00	
01-W00040	WALMART COMMUNITY BRC					
	I-000697	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	052275	31.92	
	I-04623	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	052275	14.88	
	I-05166	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	052275	19.88	
	I-05276	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	052275	38.77	
	I-05596	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	052275	69.66	
	I-09215	01 -5320202	OPERATING EXP MISC. OFFICE SUPPLIES	052275	11.24	
01-W00165	WAYNE MFG CO					
	I-33156	01 -5542203	REPAIRS & MAI LITE TESTER FOR PARKS DEP	052276	173.96	
01-W00270	WHITE ELECTRICAL SUPPLY					
	I-S1278428.001	01 -5547203	REPAIRS & MAI MISC PARTS FOR CEMETERY	052278	300.00	
01-200010	ZEE MEDICAL INK					
	I-0021973981	01 -5865202	OPERATING SUP FIRST AID SUPPLIES	052279	95.55	
			FUND 01 GENERAL FUND	TOTAL:	130,225.86	

9/22/2010 2:14 PM  
 PACKET: 05719 CLAIMS FOR 9/28/2010  
 VENDOR SET: 01  
 FUND : 02 MPWA

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 8

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00033	AT&T					
		1-2010039151812	02 -5267315	TELEPHONE UTI PHONE EXP-DATA LINE	052136	59.00
01-A00103	ACCURATE LABS & MINING					
		I-0108037	02 -5974304	LAB TESTING MONTHLY TESTING	052177	40.00
01-A00267	AIRGAS					
		I-106917573	02 -5974203	REPAIRS & MAI MONTHLY FEES ON BOTTLES	052179	52.53
		I-106917575	02 -5973203	REPAIRS & MAI MONTHLY FEES	052179	68.75
01-A00423	ALLIED WASTER SERVICES					
		I-201009221845	02 -5866306	CONTRACTED RE MONTHLY TRASH SVS FEE-AUGUST	052181	134,892.70
01-A00541	AMERICAN PUBLIC WORKS A					
		I-711818	02 -5871331	EMPLOYEE TRAV TRAINING CLASS FEE-	052182	175.00
01-B00180	BEMAC SUPPLY					
		I-S1547194.001	02 -5975209	UTILITY MAINT WATER & SEWER SUPPLIES	052191	13.23
		I-S1547452.001	02 -5975209	UTILITY MAINT WATER & SEWER SUPPLIES	052191	58.89
		I-S1548015.001	02 -5975209	UTILITY MAINT WATER & SEWER SUPPLIES	052191	49.69
01-B00360	BLUE BOOK (USA)					
		I-224516	02 -5975209	UTILITY MAINT TRAFFIC CONES/SIGNS	052195	871.99
01-C00046	C D W GOVERNMENT, INC					
		I-TRR6919	02 -5216202	OPERATING SUP OFFICE SUPPLIES	052199	1,002.27
		I-TRR6919	02 -5871202	OPERATING SUP OFFICE SUPPLIES	052199	260.84
		I-TRR6919	02 -5972202	OPERATING SUP OFFICE SUPPLIES	052199	589.45
		I-TRR6919	02 -5973203	REPAIRS & MAI OFFICE SUPPLIES	052199	1,055.28
		I-TRR6919	02 -5974203	REPAIRS & MAI OFFICE SUPPLIES	052199	298.66
01-C00669	CONTINENTAL RESEARCH CO					
		I-339817-CRC-1	02 -5973203	REPAIRS & MAI BACTO-DOSE DEGREASER	052203	908.00
01-D00540	DOLESE BROTHERS					
		I-8-01444-10	02 -5975218	STREET REPAIR CONCRETE FOR ST REPAIR	052207	358.00
01-E00265	ERMI ENVIRONMENTAL LABS					
		I-1004866	02 -5973304	LAB TESTING MONTHLY TESTING	052210	54.47
		I-1004912	02 -5973304	LAB TESTING MONTHLY TESTING	052210	135.90
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201009141806	02 -5973212	FUEL EXPENSE AUGUST FUEL BILL-WWT	052211	568.61
		I-201009141806	02 -5975212	FUEL EXPENSE AUGUST FUEL BILL-UTM	052211	3,252.64
		I-201009141806	02 -5972212	FUEL EXPENSE AUGUST FUEL BILL-UTM DIRECTOR	052211	191.04
01-F00018	FAIRFIELD INN					
		I-82610	02 -5871331	EMPLOYEE TRAV LODGING FOR ASCE CONF.	052212	78.93



9/22/2010 2:14 PM REGULAR DEPARTMENT PAYMENT REGISTER  
 PACKET: 05719 CLAIMS FOR 9/28/2010  
 VENDOR SET: 01  
 FUND : 02 MPWA

PAGE: 9

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00037	FASTENAL					
		I-OKMCA90933	02 -5973203	REPAIRS & MAI PARTS FOR REPAIRS	052213	62.69
		I-OKMCA91092	02 -5973203	REPAIRS & MAI PARTS FOR REPAIRS	052213	67.88
01-F00251	FORT COBB FUEL AUTHORIT					
		I-201009091800	02 -5267314	GAS UTILITY ACCT # 1567 - HEREFORD LANE	052117	22.65
01-H00020	H L'S PAWN SHOP					
		I-6207-29	02 -5216202	OPERATING SUP WATERPROOF FLASHLIGHT	052220	113.99
01-IC0020	I B T, INC					
		I-5387773	02 -5974203	REPAIRS & MAI TUBING & AIR LINES	052222	414.70
01-100110	IMPRESS OFFICE SUPPLY					
		I-031026	02 -5866202	OPERATING SUP COPIES FOR SW MGMT PGM	052223	256.74
01-100120	TYLER TECHNOLOGIES					
		I-201009221843	02 -5216336	FEES UTIL BILLING & COLL ON LINE FE	052225	293.16
01-IC0237	INTERSTATE ELECTRICAL					
		I-00169972	02 -5973316	REPAIRS & MAI LABOR TO REBUILD MOTORS	052227	700.00
01-K00210	KIAMICHI ELECTRIC COOP.					
		I-201009151813	02 -5267313	ELECTRIC UTIL ELECT UTIL-HEREFORD LANE	052138	584.85
01-L00428	LOWE'S CREDIT SERVICES					
		I-01251	02 -5975209	UTILITY MAINT SUPPLIES - WATER & SEWER	052235	165.16
		I-05694	02 -5975209	UTILITY MAINT SUPPLIES - WATER & SEWER	052235	12.64
		I-09084	02 -5975209	UTILITY MAINT SUPPLIES - WATER & SEWER	052235	37.85
		I-09171	02 -5975209	UTILITY MAINT SUPPLIES - WATER & SEWER	052236	59.94
		I-09549	02 -5975209	UTILITY MAINT SUPPLIES - WATER & SEWER	052236	117.03
		I-09579	02 -5975209	UTILITY MAINT SUPPLIES - WATER & SEWER	052236	30.52
		I-11759	02 -5864203	REPAIRS & MAI OPEN PO SMALL TOOLS, ETC	052236	93.04
		I-908519	02 -5975209	UTILITY MAINT SUPPLIES - WATER & SEWER	052236	130.48
01-P00560	PUBLIC SERVICE/AEP					
		I-201009091801	02 -2018	DUE TO PSO EO 954-873-161-1-9 - 2800 WATERWO	052118	48.46
01-R00365	RIDGEWAY'S					
		I-42-469014	02 -5871202	OPERATING SUP ENGINEERING PAPER SUPPLIE	052259	214.60
01-S00205	SEQUOYAH ENGINEERING, I					
		I-S0350610.10	02 -5973302	CONSULTANTS ( PRETREATMENT PROGRAM	052264	1,090.70
01-S00234	SHARE CORPORATION					
		I-751640	02 -5975202	OPERATING SUP MISC. NUTS & BOLTS	052265	927.73
01-S00530	SOUTHWEST CHEMICAL SERV					
		I-89899	02 -5974206	CHEMICALS HTH FOR WWT	052267	576.00

9/22/2010 2:14 PM  
 PACKET: 05719 CLAIMS FOR 9/28/2010  
 VENDOR SET: 01  
 FUND : 02 MPWA

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 10

VENDOR	NAME	ITEM #	G/I. ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-S00530	SOUTHWEST CHEMICAL SERV	continued				
	I-89950	02	-5974206	CHEMICALS 2 LOADS OF CAUSTIC - WTP	052267	7,220.70
	I-89976	02	-5974206	CHEMICALS 6880 DADMAC POLYMER TOTE	052267	2,760.00
	I-89978	02	-5974206	CHEMICALS CP 31 PHOSPHATE FOR WTP	052267	2,912.00
	I-89983	02	-5974206	CHEMICALS ALUM & CAUSTIC FOR WTP	052267	3,516.15
	I-89986	02	-5974206	CHEMICALS ALUM & CAUSTIC FOR WTP	052267	3,619.77
01-S00580	AT & T					
	I-201009091797	02	-5267315	TELEPHONE UTI TELEPHONE UTILITY-MPWA	052119	2,454.74
01-U00128	UNITED PACKAGING & SHIP					
	I-88748/88749	02	-5973316	REPAIRS & MAI SHIPPING SAMPLES	052274	46.70
	I-88769	02	-5974316	REPAIRS & MAI SHIPPING SAMPLES	052274	82.61
01-Z00010	ZEE MEDICAL INK					
	I-0021973982	02	-5864202	OPERATING SUP FIRST AID SUPPLIES-LANDEI	052279	123.65
	I-0021974030	02	-5216202	OPERATING SUP FIRST AID SUPPLIES	052279	174.83
			FUND	02	MPWA	
					TOTAL:	173,966.93

9/22/2010 2:14 PM  
PACKET: 05719 CLAIMS FOR 9/26/2010  
VENDOR SET: 01  
FUND : 03 AIRPORT AUTHORITY

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 11

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201009141806	03 -5876212	FUEL EXPENSE AUGUST FUEL BILL-AIRPORT	052211	118.10
				FUND 03 AIRPORT AUTHORITY	TOTAL:	118.10

9/22/2010 2:14 PM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 12

PACKET: 05719 CLAIMS FOR 9/28/2010

VENDOR SET: 01

FUND : 05 PARKING AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-PG0560	PUBLIC SERVICE/AEP					
		1-201009091801	05 -5218313	ELECTRIC UTIL 952-440-190-0-6 - PARKING AUTH	052118	124.67
				FUND 05 PARKING AUTHORITY	TOTAL:	124.67

9/22/2010 2:14 PM  
PACKET: 05719 CLAIMS FOR 9/28/2010  
VENDOR SET: 01  
FUND : 08 NUTRITION

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 13

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00221	BETH COKER					
		I-201009201818	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL.	052193	77.00
01-D00213	DEBBIE COMPTON					
		I-201009201821	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	052205	150.00
		I-201009201822	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL.	052205	106.50
01-E00207	EMMA E. BELLIS					
		I-201009201819	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	052209	150.00
		I-201009201820	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL.	052209	100.00
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201009201826	08 -5549212	FUEL EXPENSE FUEL BILL-NUTRITION	052211	797.87
			FUND 08 NUTRITION	TOTAL:		1,381.37

PAGE: 14

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00097	BANK OF OKLAHOMA					
		I-81	09 -5864327	SUB TITLE D E 2ND QTR 09-10 ESCROW	052188	60,331.00
01-K00005	K-BAR CO CONSTRUCTION					
		I-12767	09 -5864327	SUB TITLE D E DIRT FOR COVER AT LANDFIL	052231	6,000.00
		I-12779	09 -5864327	SUB TITLE D E COVER DIRT- FOR LANDFILL	052231	6,000.00
			FUND	09 LANDFILL RES./SUB-TITLE TOTAL:		72,331.00

9/22/2010 2:14 PM  
PACKET: 05719 CLAIMS FOR 9/28/2010  
VENDOR SET: 01  
FUND : 16 STATE FORFEITURE FUND

PAGE: 15

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
C1-B00419	BOB HURLEY FORD					
		I-302928	16 -5323401	CAPITAL OUTLA CAGES - NEW POLICE UNITS	052196	1,040.00
		I-302928A	16 -5323401	CAPITAL OUTLA 2 NEW POLICE VEHICLES	052196	12,315.22
				FUND 16 STATE FORFEITURE FUND	TOTAL:	13,355.22

9/22/2010 2:14 PM  
 PACKET: 05719 CLAIMS FOR 9/28/2010  
 VENDOR SET: 01  
 FUND : 26 EDUCATIONAL FUND

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 16

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-F00301	FRANK CHAMBERS SCHOOL					
		I-201009201833	26 -5211626	TRANSFER - PU 4TH QTR 09 SALES TAX DISTRIBUT	052215	150.70
		I-201009201834	26 -5211626	TRANSFER - PU 1ST QTR 10 SALES TAX DISTRIBUT	052215	205.46
		I-201009201835	26 -5211626	TRANSFER - PU 2ND QTR 10 SALES TAX DISTRIBUT	052215	212.85
		I-201009201836	26 -5211626	TRANSFER - PU 3RD QTR 10 SALES TAX DISTRIBUT	052215	250.15
01-K00282	KREBS PUBLIC SCHOOL					
		I-201009201828	26 -5211626	TRANSFER - PU 4TH QTR 09 SALES TAX DISTRIBUT	052233	9.41
		I-201009201829	26 -5211626	TRANSFER - PU 1ST QTR 10 SALES TAX DISTRIBUT	052233	12.83
		I-201009201830	26 -5211626	TRANSFER - PU 2ND QTR 10 SALES TAX DISTRIBUT	052233	13.29
		I-201009201831	26 -5211626	TRANSFER - PU 3RD QTR 10 SALES TAX DISTRIBUT	052233	15.62
01-MC0145	MCLESTER PUBLIC SCHOOL					
		I-201009221847	26 -5211626	TRANSFER - PU 4TH QTR 2009 EXCESS TAX DIST.	052245	26,503.20
		I-201009221848	26 -5211626	TRANSFER - PU 1ST QTR 2010 EXCESS TAX DIST.	052245	36,133.12
		I-201009221849	26 -5211626	TRANSFER - PU 2ND QTR 2010 EXCESS TAX DIST.	052245	37,433.90
		I-201009221850	26 -5211626	TRANSFER - PU 3RD QTR 2010 EXCESS TAX DIST.	052245	43,992.10
			FUND	26 EDUCATIONAL FUND	TOTAL:	144,932.63



9/22/2010 2:14 PM  
 PACKET: 05719 CLAIMS FOR 9/28/2010  
 VENDOR SET: 01  
 FUND : 27 TOURISM FUND

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 17

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-B00490	BRIGGS PRINTING					
		I-56791	27 -5655214	TOURISM EXPEN BUSINESS CARDS-HOGS	052197	201.00
			FUND	27 TOURISM FUND	TOTAL:	201.00

PAGE: 28

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00180	BEMAC SUPPLY					
		I-S1549416.001	28 -5654203	REPAIR & MAIN PLUMBING REPAIR ITEMS	052191	210.71
01-B00192	BEN E. KEITH					
		I-01238475	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	052192	2,374.57
		I-01248149	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	052192	147.06
01-C00046	C D W GOVERNMENT, INC					
		I-TRR6919	28 -5654202	OPERATING SUP OFFICE SUPPLIES	052199	164.59
01-D00602	DON'S LAZY S JERKY MFG					
		I-013442A	28 -5654210	CONCESSION SU BEEF JERKY FOR CONCESSION	052208	264.00
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201009201826	28 -5654212	FUEL EXPENSE FUEL BILL-EXPO	052211	165.00
01-G00490	GRISSOM IMPLEMENT INC					
		I-173779	28 -5654203	REPAIR & MAIN AIR FILTERS & GASKETS	052219	79.50
01-J00110	JACKIE BRANNON CORR. CT					
		I-F187	28 -5654308	CONTRACT SERV INMATE MONTHLY LABOR	052229	170.19
01-K00208	KIAMICHI COUNTRY					
		I-DUES 20010-11	28 -5654330	DUES & SUBSCR MEMBERSHIP DUES	052232	50.00
01-L00428	LOWE'S CREDIT SERVICES					
		I-11738	28 -5654203	REPAIR & MAIN REPAIR & MAINT. SUPPLIES	052236	118.81
01-P00510	PRO-KIL, INC					
		I-58122	28 -5654316	REPAIRS & MAJ 6 MONTH PEST CONTROL COST	052257	365.00
01-U00100	UNIFIRST HOLDINGS, L.P.					
		I-8240709671	28 -5654203	REPAIR & MAIN JANITORIAL SUPPLIES	052273	50.00
01-W00040	WALMART COMMUNITY BRC					
		I-008670	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	052275	75.01
		I-009215	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	052275	28.82
		I-014371	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	052275	135.32
				FUND 28 SE EXPO CTR/TOURISM FUND TOTAL:		4,398.58

9/22/2010 2:14 PM

## REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 19

PACKET: 05719 CLAIMS FOR 9/28/2010

VENDOR SET: 01

FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-AC0033	AT&T					
		I-201009091798	29 -5324315	TELEPHONE UTI PHONE UTILITY-911 WIRELESS	052114	228.36
		I-201009151812	29 -5324401	CAPITAL OUTLA PHONE EXP-EQUIPMENT LEASE	052136	2,403.66
01-A00581	AT&T					
		I-201009091796	29 -5324315	TELEPHONE UTI PHONE UTIL-HOST CIRCUIT E-911	052116	781.25
01-CC0046	C D W GOVERNMENT, INC					
	I-TVZ5071		29 -5324202	OPERATING SUP PLANTRONICS HEADSETS	052199	306.00
01-W00040	WALMART COMMUNITY BRC					
	I-09216		29 -5324202	OPERATING SUP MISC. OFFICE SUPPLIES	052275	6.37
			FUND	29 E-911	TOTAL:	3,725.64

PACKET: 05719 CLAIMS FOR 9/26/2010

VENDOR SET: 01

FUND : 32 GIFTS &amp; CONTRIBUTIONS

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
	CHRIS FIEDLER	I-201009141808	32 -5215211	TULSA FAIR BO TULSA FAIR EXPENSE ADVANCE	052174	500.00
01-S00100	SCORPION CONST CO					
		I-10-00715	32 -5215404	CAPITAL OUTLA CONCRETE WORK FOR BUFFALO	052262	2,400.00
01-S00379	SKIATOOK STATUARY					
		I-10-00744	32 -5215204	EXPENSE FOR P FOUNTAINS FOR CARL ALBERT	052266	9,277.60
01-S00726	STAPLES ADVANTAGE					
		I-C6645	32 -5215211	TULSA FAIR BO ROUTER, SWITCHES & CABLES	052269	306.03
01-W00268	WHISTLE STOP BISTRO					
		I-10-00690	32 -5215211	TULSA FAIR BO LUNCH-MEDIA DAY AT FAIR	052277	477.00
			FUND	32 GIFTS & CONTRIBUTIONS	TOTAL:	12,960.65

9/22/2010 2:14 PM  
 PACKET: 05719 CLAIMS FOR 9/28/2010  
 VENDOR SET: 01  
 FUND : 35 FLEET MAINTENANCE

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 21

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00770	AUTO PARTS CO					
	C-866939 CR	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS AS NEEDED	052184	52.49-
	I-869436	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS AS NEEDED	052184	15.46
	I-869460	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS AS NEEDED	052184	15.37
	I-869490	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS AS NEEDED	052184	21.23
	I-869500	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS AS NEEDED	052184	118.02
	I-869524	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS AS NEEDED	052184	44.39
	I-869531	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS AS NEEDED	052184	154.23
	I-869532	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS AS NEEDED	052184	39.99
	I-869536	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS AS NEEDED	052184	71.86
	I-869546	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS AS NEEDED	052184	33.75
	I-869636	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS AS NEEDED	052184	61.15
	I-869657	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS AS NEEDED	052184	59.28
	I-869685	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS AS NEEDED	052184	13.80
	I-869702	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS AS NEEDED	052184	17.99
	I-869715	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS AS NEEDED	052185	46.67
	I-869753	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS AS NEEDED	052185	55.09
	I-869755	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS AS NEEDED	052185	56.88
	I-869793	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS AS NEEDED	052185	35.64
	I-869824	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS AS NEEDED	052185	107.24
	I-869869	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS AS NEEDED	052185	95.56
	I-869895	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS AS NEEDED	052185	52.49
	I-869914	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS AS NEEDED	052185	30.63
	I-869964	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS AS NEEDED	052185	111.96
	I-869971	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS AS NEEDED	052185	19.38
	I-870073	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS AS NEEDED	052185	112.95
	I-870082	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS AS NEEDED	052185	97.95
	I-870084	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS AS NEEDED	052185	20.42
	I-870139	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS AS NEEDED	052186	78.59
	I-870159	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS AS NEEDED	052186	97.95
	I-870160	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS AS NEEDED	052186	47.56
	I-870177	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS AS NEEDED	052186	23.94
	I-870188	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS AS NEEDED	052186	14.84
	I-870220	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS AS NEEDED	052186	20.72
	I-870235	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS AS NEEDED	052186	19.62
	I-870256	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS AS NEEDED	052186	19.96
	I-870271	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS AS NEEDED	052186	61.13
	I-870272	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS AS NEEDED	052186	119.44
	I-870303	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS AS NEEDED	052186	142.58
	I-870356	35 -5862203	REPAIRS & MAI	TIE ROD ENDS FOR TC-2	052186	280.70
	I-870370	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS AS NEEDED	052186	29.49
	I-870374	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS AS NEEDED	052187	7.92
	I-870469	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS AS NEEDED	052187	8.79
	I-870470	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS AS NEEDED	052187	98.95
	I-870475	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS AS NEEDED	052187	37.06
01-C00489	UNITED FUEL & ENERGY/CL					
	I-1207518-IN	35 -5862203	REPAIRS & MAI	LEASE PURCHASE PMT	052202	200.00

9/22/2010 2:14 PM  
PACKET: 05719 CLAIMS FOR 9/28/2010  
VENDOR SET: 01  
FUND : 35 FLEET MAINTENANCE

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 22

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00015	FLEETCOR TECHNOLOGIES					
		1-201009201826	35 -5862212	FUEL EXPENSE FUEL BILL-FLEET MAINT	052211	501.38
01-G00490	GRISSOM IMPLEMENT INC					
		I-173016	35 -5862203	REPAIRS & MAI STARTER MOTOR FOR PARKS	052219	235.00
			FUND	35 FLEET MAINTENANCE	TOTAL:	3,502.53

PAGE: 23

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000060	OFFICE DEPOT, INC					
		1-532669283001	41 -5866401	RECYCLING CEN COMPUTER DESK-RECYCLE CTR	052248	99.99
01-T00499	TRACTOR SUPPLY COMPANY					
		1-10-00859	41 -5866401	RECYCLING CEN KENNEL COVERS FOR RECYCLE	052173	398.00
		1-201009171815	41 -5866401	RECYCLING CEN KENNEL - RECYCLE CENTER	052140	1,225.86
				FUND 41 CIP FUND	TOTAL:	1,723.85

9/22/2010 2:14 PM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 24

PACKET: 05719 CLAIMS FOR 9/28/2010

VENDOR SET: 01

FUND : 42 FEDERAL FORFEITURE FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00419	BOB MURLEY FORD					
		I-302928A	42 -5321401	CAPITAL OUTLA 3 NEW POLICE VEHICLES	052196	60,863.76
01-K00290	KUSTOM SIGNALS, INC.					
		I-424901	42 -5323202	OPERATING SUP 3 NEW RADARS	052234	4,452.00
			FUND 42	FEDERAL FORFEITURE FUND TOTAL:		65,315.76
				REPORT GRAND TOTAL:		628,263.79



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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2009-2010	01 -5432308	CONTRACTED SERVICES	2,383.14	27,660	26.11		
	26 -5211626	TRANSFER - PUBLIC SCHOOLS	100,674.76	193,562	15,566.51		
** 2009-2010 YEAR TOTALS **			103,057.90				
2010-2011	01 -2100	CLEET PAYABLE (COURT)	9,885.39				
	01 -2101	AFIS PAYABLE - COURT	5,445.56				
	01 -2102	FORENSICS PAYABLE (COURT)	5,288.65				
	01 -2103	CBN PAYABLE (COURT)	23.35				
	01 -5210202	OPERATING SUPPLIES	261.87	5,000	4,303.29		
	01 -5210302	CONSULTANTS/LABOR RELATION	5,194.51	20,000	3,482.55-	Y	
	01 -5210331	EMPLOYEE TRAVEL & TRAININ	125.00	4,000	1,402.15		
	01 -5211202	OPERATING SUPPLIES	808.42	5,200	2,491.78		
	01 -5212202	OPERATING SUPPLIES	97.14	1,500	1,216.04		
	01 -5213202	OPERATING SUPPLIES	645.84	7,000	3,494.08		
	01 -5213336	FEES	200.00	3,000	2,113.68		
	01 -5214302	CONSULTANTS	4,785.32	110,000	88,121.38		
	01 -5215313	ELECTRIC UTILITY	28,871.73	360,000	297,022.34		
	01 -5215315	TELEPHONE UTILITY	75.00	65,000	54,432.50		
	01 -5215322	LIABILITY INSURANCE/BONDS	1,091.00	235,000	101,131.49		
	01 -5225212	FUEL EXPENSE	62.06	235,000	234,937.94		
	01 -5225401	COMPUTER TECHNOLOGY	601.88	20,000	16,947.19		
	01 -5320202	OPERATING EXPENSE	64.24	4,500	3,342.59		
	01 -5320328	INTERNET SERVICE	116.75	4,500	4,143.75		
	01 -5321202	OPERATING SUPPLIES	287.96	15,500	12,558.06		
	01 -5321212	FUEL EXPENSE	10,028.10	15,500	5,473.90		
	01 -5321308	CONTRACTED SERVICES	350.00	15,000	12,082.44		
	01 -5321325	FIRING RANGE	108.60	10,000	3,822.52		
	01 -5321402	CAPITAL OUTLAY	10,500.00	0	10,500.00-	Y	
	01 -5322202	OPERATING SUPPLIES	40.50	3,500	3,028.34		
	01 -5322212	FUEL EXPENSE	364.50	3,500	3,135.50		
	01 -5431202	OPERATING SUPPLIES	874.49	15,000	5,262.25		
	01 -5431203	REPAIRS & MAINT SUPPLIES	145.89	10,000	6,650.34		
	01 -5431207	CLOTHING ALLOWANCE	2,001.55	18,000	10,146.28		
	01 -5431212	FUEL EXPENSE	2,864.73	18,000	15,135.27		
	01 -5431316	REPAIRS & MAINTENANCE	723.15	10,400	7,761.65		
	01 -5431328	INTERNET SERVICE	59.95	10,400	9,762.15		
	01 -5432202	OPERATING SUPPLIES	266.95	10,000	5,684.26		
	01 -5432203	REPAIR & MAINT SUPPLIES	355.85	5,000	3,395.62		
	01 -5432308	CONTRACTED SERVICES	6,406.44	42,000	35,593.56		
	01 -5542202	OPERATING SUPPLIES	1,247.36	30,600	24,116.07		
	01 -5542203	REPAIRS & MAINT SUPPLIES	1,910.14	26,000	7,736.83		
	01 -5542212	FUEL EXPENSE	2,346.59	26,000	23,653.41		
	01 -5542308	CONTRACTED SERVICES	1,987.86	13,500	6,155.69		
	01 -5542316	REPAIRS & MAINTENANCE	980.00	18,000	12,435.00		

\*\* 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	-5542328	INTERNET SERVICE	293.90	18,000	17,118.30		
01	-5543202	OPERATING SUPPLIES	112.53	11,500	9,724.20		
01	-5544202	OPERATING SUPPLIES	1,317.98	10,000	3,707.31		
01	-5544212	FUEL EXPENSE	60.54	10,000	9,939.46		
01	-5544308	CONTRACT LABOR	450.00	17,500	11,725.00		
01	-5547203	REPAIRS & MAINT SUPPLIES	1,125.00	11,000	7,506.70		
01	-5547212	FUEL EXPENSE	466.17	11,000	10,229.35		
01	-5548203	REPAIRS & MAINTENANCE SUPP	5,106.90	49,000	36,409.26		
01	-5548212	FUEL EXPENSE	571.26	49,000	48,428.74		
01	-5548316	REPAIRS & MAINTENANCE	375.00	19,000	10,841.70		
01	-5652202	OPERATING SUPPLIES	212.86	2,400	2,147.18		
01	-5652212	FUEL EXPENSE	451.15	2,400	1,849.12		
01	-5652318	ABATEMENTS	867.46	12,000	6,038.42		
01	-5652319	DEMOLITION	6,185.00	25,000	18,815.00		
01	-5653202	OPERATING SUPPLIES	358.54	2,000	1,255.29		
01	-5653212	FUEL EXPENSE	79.42	2,000	1,920.58		
01	-5865202	OPERATING SUPPLIES	95.55	4,000	2,323.37		
01	-5865203	REPAIR & MAINT SUPPLIES	95.96	40,000	31,439.48		
01	-5865204	SMALL TOOLS	214.43	2,500	470.04		
01	-5865212	FUEL EXPENSE	1,605.43	0	2,105.43- Y		
01	-5865216	STREET REPAIRS & MAINTENAN	305.32	200,000	51,803.06		
02	-2018	DUE TO PSO FOR RENTAL	48.46				
02	-5216202	OPERATING SUPPLIES	1,291.09	18,300	16,492.41		
02	-5216336	FEES	293.16	4,500	3,913.68		
02	-5267313	ELECTRIC UTILITY	584.85	568,000	482,058.49		
02	-5267314	GAS UTILITY	22.65	6,500	6,450.70		
02	-5267315	TELEPHONE UTILITY	2,513.74	46,000	34,265.87		
02	-5864202	OPERATING SUPPLIES	123.65	3,500	2,264.37		
02	-5864203	REPAIRS & MAINT SUPPLIES	93.04	2,000	1,000.00		
02	-5866202	OPERATING SUPPLIES	256.74	1,000	413.29		
02	-5866306	CONTRACTED REFUSE SERVICES	134,892.70	1,577,532	1,309,779.21		
02	-5871202	OPERATING SUPPLIES	475.44	4,000	3,392.62		
02	-5871331	EMPLOYEE TRAVEL & TRAININ	253.93	5,400	4,501.07		
02	-5972202	OPERATING SUPPLIES	589.45	2,750	1,935.59		
02	-5972212	FUEL EXPENSE	191.04	2,750	2,558.96		
02	-5973203	REPAIRS & MAINT SUPPLIES	2,162.60	57,500	42,215.73		
02	-5973212	FUEL EXPENSE	568.61	57,500	56,931.39		
02	-5973302	CONSULTANTS (IND. PRETREAT	1,090.70	27,500	5,154.15		
02	-5973304	LAB TESTING	189.47	27,300	21,354.30		
02	-5973316	REPAIRS & MAINTENANCE	746.70	46,500	38,752.00		
02	-5974203	REPAIRS & MAINT SUPPLIES	765.89	44,000	4,985.09		
02	-5974206	CHEMICALS	20,604.62	344,000	178,096.22		
02	-5974304	LAB TESTING	40.00	38,000	30,100.00		
02	-5974316	REPAIRS & MAINTENANCE	82.61	53,500	6,412.00		
02	-5975202	OPERATING SUPPLIES	927.73	29,750	27,700.98		

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	02 -5975209	UTILITY MAINTENANCE SUPP.	1,547.42	32,500	12,344.18		
	02 -5975212	FUEL EXPENSE	3,252.64	0	3,252.64-	Y	
	02 -5975218	STREET REPAIRS & MAINTENAN	358.00	128,350	98,950.00		
	03 -5876212	FUEL EXPENSE	118.10	3,000	2,755.44		
	05 -5218313	ELECTRIC UTILITY	124.67	2,900	2,535.60		
	08 -5549212	FUEL EXPENSE	797.87	2,900	1,440.23		
	08 -5549308	CONTRACT SERVICES	583.50	17,000	13,934.50		
	09 -5864327	SUB TITLE D EXPENSE	72,331.00	175,750	21,650.87		
	16 -5323401	CAPITAL OUTLAY	13,355.22	175,750	158,828.78		
	26 -5211626	TRANSFER - PUBLIC SCHOOLS	44,257.87	53,226	8,968.13		
	27 -5655214	TOURISM EXPENSE	201.00	8,460	551.00-	Y	
	28 -5654202	OPERATING SUPPLIES	164.59	7,500	5,337.45		
	28 -5654203	REPAIR & MAINT SUPPLIES	459.02	15,000	9,438.66		
	28 -5654210	CONCESSION SUPPLIES	3,024.78	25,000	18,115.07		
	28 -5654212	FUEL EXPENSE	165.00	1,000	835.00		
	28 -5654308	CONTRACT SERVICES	170.19	2,500	1,869.14		
	28 -5654316	REPAIRS & MAINTENANCE	365.00	15,000	2,593.42		
	28 -5654330	DUES & SUBSCRIPTIONS	50.00	500	45.00		
	29 -5324202	OPERATING SUPPLIES	312.37	5,000	2,901.02		
	29 -5324315	TELEPHONE UTILITY	1,009.61	100,000	92,191.56		
	29 -5324401	CAPITAL OUTLAY	2,403.66	100,000	87,639.01		
	32 -5215204	EXPENSE FOR PARKS (OTHER)	9,277.60	100,000	87,132.40		
	32 -5215211	TULSA FAIR BOOTH EXPENSE	1,283.05	100,000	95,701.16		
	32 -5215404	CAPITAL OUTLAY - PARKS	2,400.00	100,000	94,100.00		
	35 -5862203	REPAIRS & MAINTENANCE SUPP	3,001.15	430,000	353,976.86		
	35 -5862212	FUEL EXPENSE	501.38	430,000	429,099.57		
	41 -5866401	RECYCLING CENTER	1,723.85	430,000	422,776.75		
	42 -5321401	CAPITAL OUTLAY	60,863.76	430,000	369,136.24		
	42 -5323202	OPERATING SUPPLIES	4,452.00	5,800	1,348.00		
** 2010-2011 YEAR TOTALS **			525,205.89				

NO ERRORS

\*\* END OF REPORT \*\*

9/22/2010 2:12 PM  
 PACKET: 05719 CLAIMS FOR 9/28/2010  
 VENDOR SET: 01  
 BANK : FNB FIRST NATIONAL BANK

A / P CHECK REGISTER

PAGE: 14

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
--------	-------------	------	---------------	---------------	----------	--------	--------------	-----------------

\*\* POSTING PERIOD RECAP \*\*

FUND	PERIOD	AMOUNT
01	9/2010	130,225.86CR
02	9/2010	173,966.93CR
03	9/2010	118.10CR
05	9/2010	124.67CR
08	9/2010	1,381.37CR
09	9/2010	72,331.00CR
16	9/2010	13,355.22CR
26	9/2010	144,932.63CR
27	9/2010	201.00CR
28	9/2010	4,398.58CR
29	9/2010	3,725.64CR
32	9/2010	12,960.65CR
35	9/2010	3,502.53CR
41	9/2010	1,723.85CR
42	9/2010	65,315.76CR
=====		
ALL		628,263.79CR

# **Oklahoma Municipal League 2010 District Dinner Meetings Spotlight on the Oklahoma Tax Commission and Improving Revenues**

There are several emerging initiatives to

- reform municipal sales tax collections
- increase municipal revenues through new sources of revenues and
- gain efficiencies in operations

Join us for a report on the OML Municipal Revenues & Efficiencies Task Force, the Municipal Liaison Board to the Oklahoma Tax Commission, the Legislative Task Force on Municipal Finance, the Town Hall on "Municipal Oklahoma," the new fiscal impact law and other developments for fiscally healthy cities and towns.



## **Mayors Council of Oklahoma Congress of Mayors Initiative**

This presentation will be an overview of the state's first Congress of Mayors which will be convened next January by the Mayors Council of Oklahoma. This event will bring mayors from across Oklahoma to the State Capitol to debate issues facing municipalities. From this Congress, MCO will present a democratically approved platform to the state legislature for consideration. The intent is for the state legislature to clearly hear the unified voice of mayors statewide on critical issues. The Congress of Mayors will be unique from any event sponsored by MCO or the Oklahoma Municipal League, as this will be an actual legislative action by mayors.

★★★  
**October 7, 2010  
Sapulpa**

Freddie's BBQ & Steakhouse  
1425 New Sapulpa Road  
Sapulpa

★★★  
**October 14, 2010  
Woodward**

Northwest Inn  
Hwy 270 & 1st St.

★★★  
**October 28, 2010  
Frederick**

Great Plains  
Technology Center  
2001 East Gladstone

★★★  
**November 4, 2010  
Krebs**

Pete's Place  
SW 8th Street

★★★  
**November 18, 2010  
Okla. City**

Cattlemen's  
1309 S. Agnew

District Dinner Meetings: Reception 6:00–6:30 p.m. / Dinner & Presentation 6:30 – 8:30 p.m.  
District Dinner Meeting Cost: \$30 per person

**REGISTER ONLINE! Go to [www.oml.org](http://www.oml.org) and click on the 'EDUCATION' button.**

*For additional information, call OML, 1-800-324-6651 long distance or 528-7515 locally.*



Oklahoma Events &  
Activities

Recycling News

Oklahoma  
Celebrates America  
Recycles Day

How to Start a  
Recycling Program

Educational  
Resources for  
Schools

Recycling Business  
Start-up Tips

M.e.t. Report

Recycling/Reuse  
Opportunities

About Us

Join Us

Get Informed

Get Involved

Links

Home

## Oklahoma Events & Activities

**Friday, October 15, 2010 - Stillwater, OK**

### **OKRA Recycling Seminar Oklahoma Connections: Sharing Local Solutions Conoco-Phillips OSU Alumni Center 9am-4pm**

#### **Topics:**

Recycling Markets Updates & Economic Outlook  
Multiple Objectives of Organics Recycling  
Regional Recycling Collaborations  
Oklahoma Businesses That Add Recycling Value  
Product Stewardship & Take-back Programs  
Pharmaceutical Take-back Program  
Oklahoma Computer Equipment Recovery Act  
Reduce, Reuse, Recycle for Businesses  
Recycling in Education Case Studies  
Promoting Recycling to your Community

#### **Registration Fees:**

OKRA members \$25 if registered by 10/8/10 (\$35 afterward)  
Non-members \$40 if registered by 10/8/10 (\$50 afterward)  
Students \$15

Registration includes:  
all sessions, continental breakfast, lunch and breaks.

**Exhibitors \$100 (\$50 for non-profits)**

**Click here for updated Program**

**Register online here:** <http://orangehub.okstate.edu>  
(select Agricultural Conference Services, Oklahoma Recycling Seminar)

**Or download the Individual Registration Form  
or Exhibitor Registration Form  
to mail or fax your registration**

***Many thanks to our 2010 Recycling Seminar Sponsors:***

Oklahoma Dept. of Environmental Quality  
Oklahoma Environmental Management Authority  
Sierra Club Oklahoma Chapter  
OGE Energy Corp.

**Oklahoma Coop. Extension Service**

**[Click here for Press Release](#)**

**Lodging for out of town participants:**

Rooms have been reserved at the Best Western Cimarron Hotel & Suites for the night prior to the seminar (\$89 King & \$99 Double Queen, plus tax). To take advantage of this special rate, call the hotel directly at 405/372-2878 by Oct. 1 and mention the OKRA room block.

Events & Activities - Recycling News - America Recycles Day - Start a Recycling Program  
Educational Resources for Schools - Recycling Business Start-up Tips - M.e.t. Report - Contact  
Recycling Opportunities - About Us - Join Us - Get Informed - Get Involved - Links - Home



# McAlester City Council

## AGENDA REPORT

Meeting Date: September 28, 2010  
Department: Tourism/Expo  
Prepared By: Jerry Lynn Wilson  
Date Prepared: September 16, 2010

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

### Subject

Presentation by Bill Gray, Oklahoma District Director of the Gold Wing Road Riders Association regarding the 2011 State Convention at the Southeast Expo Center October 27-29, 2011.

### Recommendation

To support the Gold Wing Road Riders Association and agree to partner with them for the Expo Center facility charges of \$2,875.00 in the 2011/2012 budget year.

### Discussion

Attached hereto is a copy of the Southeast EXPO Center Rental Policy and Procedure, which was adopted by the McAlester City Council on January 8, 2008 via Resolution No. 08-04. Clause 13 of the Rules and Regulations states: "WAIVER OF RENTAL FEES - The City of McAlester will not waive any rental fees to any organizations. The City will consider partnering with organizations for educational and economic development projects if the project is open to the residents of the City of McAlester and no fee is charged to the residents of the City of McAlester. Any request for partnering must be made to the City of McAlester."

### Approved By

	Initial	Date
Department Head	JLW	09/16/10
City Manager	P. Stasiak <i>Peter Stasiak</i>	09/21/10



**Jerry Lynn Wilson**

---

**From:** bgray455@cox.net [bgray455@cox.net]

**Sent:** Mon 9/13/2010 10:28 PM

**To:** Jerry Lynn Wilson

**Cc:** Janet Sampier

**Subject:** Oklahoma GWRRA 2011 Convention

**Attachments:**

Jerry, the Oklahoma Gold Wing Road Riders Assc. is very interested in holding our 2011 state convention at the Southeast Expo in McAlester. We are expecting between 400-500 people to attend October 27, 28 & 29, 2011. They will come from across Oklahoma as well as other states in our region which includes Texas, Louisiana, Arkansas and Kansas. We will have vendors from across the state and region as well. Any financial consideration for the Expo from the city would be greatly appreciated. Thanks again for all your help.

--

Bill Gray

Oklahoma District Director

Gold Wing Road Riders Assc.

Safety doesn't happen by accident!

cell 918-231-9371



# McAlester City Council

## AGENDA REPORT

Meeting Date: September 28, 2010  
Department: Tourism/Expo  
Prepared By: Jerry Lynn Wilson  
Date Prepared: September 20, 2010

Item Number: 2  
Account Code: \_\_\_\_\_  
Budgeted Amount: \_\_\_\_\_  
Exhibits: 1

### Subject

- Consider, and act upon, a Partnership Request by Kellye Medley, Committee President/Event Coordinator of the Ryan McAfee Memorial Scholarship Fund, for the use of the Southeast Expo Center for the Matthew West Concert scheduled October 30, 2010 by partnering with them in the amount of \$875.00.
- Consider, and act upon, a request for this group to provide & operate concession inside the Expo.

### Recommendation

- Consider approval of Partnership Request in the amount of \$875.00.
- To deny their request to have concession per Item # 6 of the Rules and Regulations of the Expo which states "City of McAlester, Expo Center, retains all rights to food and beverage concessions".

### Discussion

Attached hereto is a copy of the Southeast EXPO Center Rental Policy and Procedure, which was adopted by the McAlester City Council on January 8, 2008 via Resolution No. 08-04. Clause 13 of the Rules and Regulations states: "WAIVER OF RENTAL FEES - The City of McAlester will not waive any rental fees to any organizations. The City will consider partnering with organizations for educational and economic development projects if the project is open to the residents of the City of McAlester and no fee is charged to the residents of the City of McAlester. Any request for partnering must be made to the City of McAlester."

### Approved By

		Initial	Date
Department Head		JLW	09/20/10
City Manager	P. Stasiak	<i>[Signature]</i>	09/21/10

# *Ryan McAfee Memorial Scholarship*

PO Box 424 • McAlester, OK 74502 • [www.ryanmcafee.org](http://www.ryanmcafee.org)

*"For I know the plans I have for you," declares the Lord. Jer. 29:11*

September 20, 2010

McAlester City Council  
Southeast Expo Center

To Whom It May Concern:

The members of the Ryan McAfee Scholarship Foundation Committee would like to request a "partnership" on the rental fees for the entire expo center for the event date of October 30, 2010 for the 2<sup>nd</sup> annual Matthew West benefit concert. We are a not-for-profit foundation that is hosting a benefit concert by Matthew West, Josh Wilson, and Jonny Diaz. The proceeds from this performance will be used to provide scholarships to local graduating student for 2011.

In addition to this request the matter of the concession stand has become a concern to the committee. In the past, at large events the Expo provided concession that has been less than satisfactory. Besides the high prices, the services are slow and tend to cause a large back up of customers. The lack of service seems to be a problem because the attendees actually miss a large portion of the event which they came to see. Our foundation has been offered the opportunity to provide additional concessions at no cost to us and the vendor is will to provide up to four stands for food and drink as well as donate a portion of the proceeds they earn back to our foundation. We would like for this vendor to be able to set up inside for the convenience of the attendees. However if that is not permitted we will have them set up outside.

This event last year we were told was the largest crowd draw to the Expo Center, we would love to continue the trend and hope that it will help promote other events to come to our city. Thank you for your time and consideration.

Kellye Medley *Kellye Medley*  
Committee President  
Event Coordinator



## *Committee Members*

*Carolyn Miller - Karen Peters - Michael Stone - Shonna Patterson  
Donnetta Murdaugh - Debi Tipton - Kellye Medley - Evan Peters*

**City of McAlester****"Southeast EXPO Center"**

4500 W. Highway 270  
McAlester, OK 74502

Phone **918/420-EXPO**

Fax **918/426-0207**

**Partnership Request**

Date of Request: September 20, 2010

**Name:** Kellye Medley

**Organization:** Ryan McAfee Memorial Scholarship Committee

**Phone #:** 918/916-2654

Date of Event:

**October 30, 2010**

Description of Event:

**Matthew West Concert**

Description & Rate of Scheduled Room:

**Entire Bldg. 1 day**

**\$1,125.00**

**TOTAL OF REQUEST**

**\$1,125.00**

**APPROVED PARTNERSHIPS**

**2010/11 PARTNERSHIP TOTAL BUDGETED AMOUNT:**

**\$5,000.00**

**APPROVED PARTNERSHIP TOTAL AMOUNT FOR 2010/11 BUDGET YEAR TO DATE:**

**\$2,125.00**

<b>Approved Groups</b>	<b>Requested Date</b>	<b>Event Date/s</b>	<b>Amount</b>
Italian Festival	July 16, 2010	May 20-22, 2011	\$2,125.00

**2010/11 BUDGETED AMOUNT BALANCE**

**\$2,875.00**



# McAlester City Council

## AGENDA REPORT

Meeting Date:	<u>September 28, 2010</u>	Item Number:	<u>3</u>
Department:	<u>Community Services</u>	Account Code:	<u></u>
Prepared By:	<u>Mel Priddy</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>September 20, 2010</u>	Exhibits:	<u>3</u>

### Subject

Consider, and act upon a lease with Wallace Air, LLC, the City of McAlester, and the McAlester Airport Authority to build a 6400 sq. ft. hangar at the McAlester Airport.

### Recommendation

Motion to approve a lease with Wallace Air, LLC, the City of McAlester, and the McAlester Airport Authority for a 6400 sq. ft. hangar at McAlester Airport.

### Discussion

Wallace Air, LLC is proposing to build a 6400 sq. ft. hangar to house their personal airplane at the McAlester Airport. The McAlester Airport Authority has met and reviewed plans and voted unanimously to approve this proposal. Mr. Wallace has contracted with LBR, the City's airport consultant, to design the hangar and to see that all FAA regulations are complied with. This hangar will revert to the City of McAlester in 25 years. The City Engineering Department has reviewed and signed off on the plans for this project.

### Approved By

		Initial	Date
Department Head		MP	9/20/10
City Manager	P. Stasiak		9/21/10

**MINUTES**  
**McAlester Airport Advisory Board**  
**September 20, 2010**

**MEMBERS PRESENT**

Brandon John (proxy for Carlton Bass)	Bob Ettner
Steve Otis	Mike Hogan
David Verner	Randy Walters
Peter Stasiak	Butch Mellor

**MEMBERS ABSENT**

Dr. Michael Boyer	Cecil Craig
-------------------	-------------

The McAlester Airport Advisory Board met in a regular session on September 20, 2010. Steve Otis called the meeting to order at 4:30 p.m. Roll call was taken with the above members present and represented a quorum.

Motion was made by Bob Ettner, seconded by David Verner to approve the prior minutes as written.

The vote was 6-0 as follows:

AYE: Otis, Verner, Stasiak, Ettner, Hogan, Walters

NAY: None

Motion carried.

The next item on the agenda was to consider and act upon approval of Hanger Construction by Wallace Management on Airport property. After discussion regarding location, airspace restrictions, size, drainage, and the lease terms, motion was made by David Verner, seconded by Mike Hogan to approve the Hanger Construction and corresponding lease agreement.

The vote was 6-0 as follows:

AYE: Otis, Verner, Stasiak, Ettner, Hogan, Walters

NAY: None

Motion carried.

The Airport Manager's Report included a presentation and discussion on the Federal Grant that has been awarded to the airport for a two hundred foot dirt extension on the south end of the runway, which will enable McAlester Airport to get a GPS Precision Approach. Also discussed was the end of the FAA contract at the Flight Service building and a possibility of renting the building to the USDA.

The final item on the agenda was adjournment. Motion was made by Mike Hogan, seconded by Bob Ettner at 4:55 p.m..

The vote was 6-0 as follows:

AYE: Otis, Verner, Stasiak, Ettner, Hogan, Walters

NAY: None

Motion carried.

## LEASE

This agreement and indenture of lease made this 28<sup>th</sup> day of September, 2010, by and between the CITY OF McALESTER, a municipal corporation of the State of Oklahoma, hereinafter called "City", and the McALESTER AIRPORT AUTHORITY, hereinafter called "Authority", as LESSOR, and Wallace Air, L.L.C., a corporation, as LESSEE, hereinafter called "Developer",

WITNESSETH:

WHEREAS, Developer is desirous of constructing a certain aircraft hanger for use by Developer, and Developer has agreed to construct, operate and maintain said aircraft hanger under the terms hereinafter set forth; and

WHEREAS, it has been determined by City and Authority that the leasehold title to the property hereinafter described is not now nor will it, during the term of this lease, be needed by City and Authority for public purposes and that accordingly, said property may be used for the purpose aforesaid; and

WHEREAS, this agreement and indenture of lease was presented to and approved by the Airport Advisory Board of the City of McAlester and duly entered upon its minutes the 20<sup>th</sup> day of September, 2010 and approved by the City and Authority on the 28<sup>th</sup> day of September, 2010.

NOW, THEREFORE, this agreement and indenture of lease WITNESSETH: that for and in consideration of the demised premises and of the rents, covenants and conditions herein reserved, mentioned and contained on the part of the Developer, its successors and assigns to be paid, kept and performed, City and Authority have demised and leased and by these presents do hereby demise and lease unto the Developer, its successors and assigns, and Developer does hereby take upon and subject to the terms and conditions, covenants and agreements hereinafter expressed, the following described property:

See Attached Exhibit "A" for "Initial" layout and size of site.



Together with an easement or right-of-way for use in common solely for the purposes and subject to the conditions hereinafter set forth over the taxiways and runways now existing at said airport.

To have and to hold the demised premises, being the project site, together with the right to use the entrance road right -of-way for the purposes and subject to the terms and conditions hereinafter set forth, unto Developer, its successors and assigns for the full term of twenty-five (25) years commencing from the date of the completion of the improvements to be constructed thereon as herein provided, which shall be considered as the commencement of the term hereof, unless this agreement and indenture of lease shall sooner terminate as hereinafter provided, in which case the term shall expire on the effective date of such termination.

As consideration for said lease, Developer shall pay to City and Authority the fixed yearly rent of One Dollar (\$1.00) payable in advance on the day of commencement of the term and payable thereafter on the same month and day of each year during the term.

This agreement and indenture of lease is made, granted and accepted upon the foregoing and the following covenants and conditions, all and each and every one of which City and Authority and Developer respectively covenant and agree to keep, perform and observe, each to the extent that the same are binding or expressed to be binding upon it.

All provisions of this lease shall be deemed and construed to be "conditions" as well as "covenants", as though the words specifically expressing or importing conditions and covenants were both used in each separate provision of this lease.

## ARTICLE I

### Construction of Building Project.

Section 1.1. Developer agrees to construct an aircraft hangar containing 6,400 square feet on the property hereinbefore described, in accordance with plans of the Developer dated September 8, 2010 which has heretofore been attached as Exhibit "B" in accordance with the building codes of the City of McAlester and all requirements of the Federal Aviation Authority, all final plans and specifications to be subject to the approval of the Airport Advisory Board.

Section 1.2. The airport hangar to be constructed, including appurtenances, to house and store privately owned aircraft.

Section 1.3. All work performed by Developer and under any subcontract shall be done and performed subject to the approval of the City Engineer of City. All work shall be completed and ready for occupancy not later than the expiration of 180 days after execution of this agreement provided, however, that Developer shall not be responsible for delays caused by fire, casualty, strikes, lockouts or labor disturbances, by acts of God or the public enemy, by order, direction or lawful interference by any municipal, state or federal government official or agency, or by injunction or other order beyond Developer's control.

## ARTICLE II

### Payment of Rent and Taxes

Section 2.1. Developer will pay, without notice or demand, the basic rent herein reserved and all other sums which under any provisions of this lease may become additional rent hereunder at the times and in the manner in this lease provided at the office of the Chief Financial Officer of the City of McAlester.

Section 2.2. It is contemplated that by reason of the ownership of City, the demised premises shall be exempt from assessment for ordinary county and state real estate taxes during the entire term of this lease, but in the event the demised premises, or any part thereof, are at any time during the term of this lease assessed for county or state real estate taxes, either against City and Authority or against Developer, Developer shall pay and discharge the full amount of all taxes of whatsoever kind or character that may be assessed or imposed against either the City and Authority or the Developer accruing during the term of this lease arising from the construction, ownership, operation and maintenance of said building.

Section 2.3. If Developer shall at anytime fail to maintain any of the insurance policies provided for hereafter, shall fail to make any other payment on its part to be made as in this lease provided, or shall fail or refuse to do such work of maintenance and repair of the leased premises

as may be required by this agreement, then City and Authority, without demand on Developer, and without waiving or releasing Developer from any obligations in this agreement, may, but shall not be obligated to, effect any such insurance coverage and pay the premiums thereof, make such other payment on the part of the Developer to be made as in this agreement provided, or cause such work of maintenance and repair to be done and performed. All sums paid by City and Authority and all necessary and incidental costs and expenses in connection with the performance of any such act by City and Authority shall be deemed additional rent hereunder and shall be payable to City and Authority on demand or on the next annual rental payment date.

### ARTICLE III

#### Insurance

Section 3.1. During the term of this lease, Developer shall, at its sole cost and expense, keep the building on the demised premises insured, on forms and with companies satisfactory to City and Authority, for the benefit of City and Authority and Developer, as their respective interests may appear, in an amount equal to not less than the full insurable value (a) against loss or damage by fire, and (b) against loss or damage from risks covered by standard broad or extended coverage form of endorsement.

Section 3.2. During the term of this lease, Developer shall also, at its sole cost and expense, maintain public liability insurance, on forms and in companies satisfactory to City and Authority, against claims for personal injury, death or property damage occurring upon, in, or about the demised premises, and on, in, or about the adjoining streets and passageways, such insurance to afford protection to the limit of not less than One Hundred Thousand Dollars (\$100,000.00) in respect to injury to or death of a single person, and not less than Three Hundred Thousand Dollars (\$300,000.00) in respect to anyone accident, and to the limit of not less than One Hundred Thousand Dollars (\$100,000.00) in respect to property damage for anyone accident. Policies for such insurance shall be for the mutual benefit of City and Authority and Developer; provided, however, that Developer shall have the option of having such policies written for the benefit of City and Authority, similar insurance in a similar amount under an owner's protection liability insurance policy.

Section 3.3. The City Treasurer of the City of McAlester shall act for City and Authority in approving insurance policies and companies pursuant to the provisions of this article. Certifications of all such policies of insurance (or of the renewals thereof) shall be furnished to and deposited with the Chief Financial Officer of the City of McAlester, accompanied by evidence satisfactory to the Chief Financial Officer of the City of McAlester that the premiums thereon have been paid, not less than 10 days prior to the expiration of any then current policy.

Section 3.4. The premiums on all insurance policies in force at the termination of this lease shall be apportioned between City and Authority, and Developer in such manner that City and Authority shall reimburse Developer for that portion of the aggregate premiums unearned on all such policies of insurance in force at the termination of this lease, and said policies shall thereupon be transferred to City and Authority and all future interest of Developer therein terminated.

Section 3.5. All policies of insurance issued pursuant to the provisions of this Article III shall contain an agreement by the insurer that such policies shall not be cancelled without at least 10 day's prior written notice to City and Authority.

Section 3.6. Nothing in this Article III shall prevent Developer from taking out insurance of the kind provided for under Section 3.1 of this lease under a blanket insurance policy or policies which can cover any properties owned, leased or operated by Developer, as well as the building on the demised premises, nor from including any insurance provided for in Section 3.2 of this lease under a blanket insurance policy or policies maintained by Developer with respect to this and other properties owned, leased or operated by it or by a Developer's subsidiary, provided, however, that any such policy or policies of blanket insurance of the kind provided for by Section 3.1 of this lease shall specify therein, or Developer shall furnish the Chief Financial Officer of the City of McAlester with a written statement from the insurer under such policy or policies specifying (a) the amount of the insurance allocated to the building on the demised premises, which amount shall be not less than the amount required by Section 3.1 of this lease, and (b) that any loss payable in respect of such building shall be adjusted and shall be paid as provided in Section 3.4 of this lease.

## ARTICLE IV

### Repairs and Maintenance of Demised Premises

Section 4.1. During the term of this lease, Developer will, at its sole cost and expense, keep and maintain the demised premises, appurtenances and utilities and each and every part thereof, including roofs and exterior walls, in good condition and repair, and will make all necessary repairs, both exterior and interior to the demised premises, and necessary replacement of machinery and equipment to the end that the property shall at all times be kept in good condition and repair for the purposes for which the said property is being used; all subject, however, to the provisions with respect to damage and destruction set forth in Article V of this lease.

Section 4.2. When used in this Article IV, the term "repairs" shall include replacement or renewals, when necessary, and all such repairs made by Developer shall be at least equal in quality and class to the original work.

## ARTICLE V

### Damage or Destruction

Section 5.1. In the event the building on the demised premises is destroyed by fire or other casualty, or is partially destroyed so as to render it unfit for occupancy, or in case it is so badly damaged that it cannot be reasonably repaired, then this lease shall, at the option of City and Authority or Developer, terminate, the premises shall be restored and the insurance proceeds applied to such restoration to the extent available; any excess cost to be borne by Developer. If developer elects to terminate this lease, it shall at once surrender the premises and all interest therein to the City and this lease shall be deemed to have terminated and the term thereof to have expired on the date of the damage or destruction. If Developer elects to restore the premises, it shall promptly repair, restore and rebuild the same as nearly as possible to the condition they were in immediately prior to such destruction, or with such changes or alterations as may be agreed upon by the parties hereto.

Section 5.2. In the event the building on the demised premises is damaged by fire or other casualty but can be repaired within one hundred twenty (120) working days after a contract

therefore is let, or in the event only the landscaping or exterior facilities or other exterior improvements to the demised premises are destroyed or damaged, then Developer shall promptly repair, restore, and rebuild the same as nearly as possible to the condition they were in immediately prior to such damage or destruction or with such changes or alterations as may be agreed upon by the parties hereto.

## ARTICLE VI

### Mechanics' Liens; Waste, etc,

Section 6.1. During the term of this lease, Developer shall not suffer or permit any mechanics' or materialmens' lien to be filed against the interest of the City and Authority in the demised premises or against Developer's leasehold interest in the demised premises.

Section 6.2. Developer will not do or suffer any waste to the building hereafter constructed on the demised premises.

## ARTICLE VII

### Title or Leasehold Estate

Section 7.1. At the conclusion of the lease term herein provided, title to the leasehold estate, including all improvements erected thereon under this agreement, or any other agreement, shall pass to the City of McAlester.

Section 7.2. All improvements constructed upon the demised premises by the Developer shall, immediately upon completion thereof, become the property of the City, and Developer shall, upon such completion, execute such conveyances as are required by the City to evidence such ownership, including covenants of warranty.

## ARTICLE VIII

### Non-exclusive Provisions

Section 8.1. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308(a) of the Federal Aviation Act of 1958.

Section 8.2. The lessor reserves the right to further develop or improve the landing area of the airport as it deems fit, regardless of the desires or views of the lessee, and without interference or hindrance.

Section 8.3. The lessor reserves the right, but shall not be obligated to the lessee, to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the lessee in this regard.

Section 8.4. The lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent the lessee from erecting, or permitting to be erected, any building or other structure on the airport which in the opinion of the lessor would limit the usefulness of the airport or constitute a hazard to aircraft, or conflict with the master plan.

Section 8.5. During time of war or national emergency the lessor shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and, if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government shall be suspended.

Section 8.6. This lease shall be subordinate to the provisions of any existing or future agreement between the lessor and the United States, relative to the operation and maintenance of the airport.

## ARTICLE IX

### Miscellaneous

Section 9.1. This lease contains the final and entire agreement between the parties hereto and contains all the terms and conditions agreed upon and no other agreement, oral or otherwise, regarding the subject matter of this lease shall be deemed to exist or to bind the parties hereto.

Section 9.2. This lease shall be construed and enforced in accordance with the Laws of the State of Oklahoma.

Section 9.3. The covenants and agreements herein contained shall bind and enure to the benefit of City and Authority, its successors and assigns, and Developer, its successors and assigns

This agreement executed in triplicate, each of which shall be deemed to be an original, pursuant to resolution of the City Council of the City of McAlester the day and year first above written.

City of McAlester, a Municipal Corporation

_____	_____
Attest:	By:
City Clerk	Mayor

McAlester Airport Authority

_____	_____
Attest:	By:
City Clerk	Chairman

Wallace Air, L.L.C.

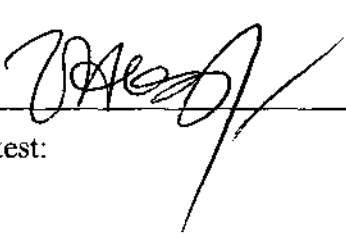
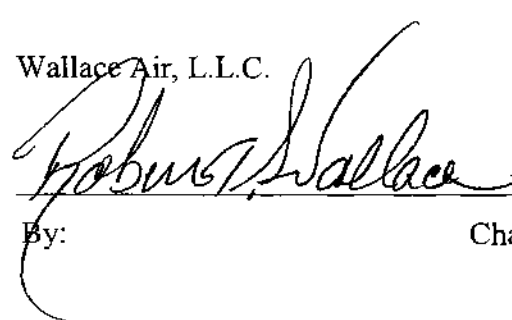
	
Attest:	By:
	Chairman



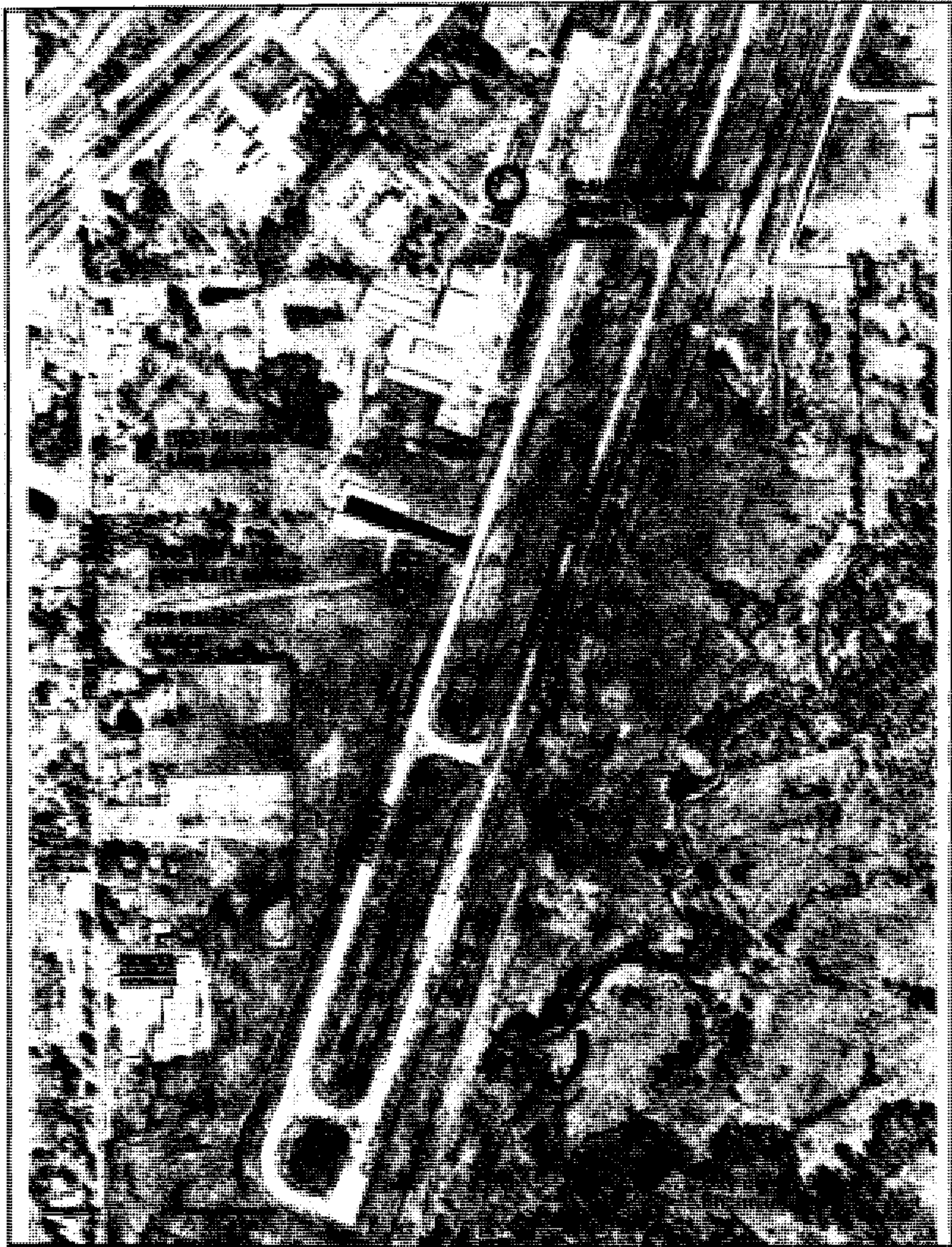
Exhibit (A)

Wallace Air, L.L.C. - City of McAlester  
Hangar Lease Agreement

**WALLACE HANGAR LEASE AREA**

A tract, piece or parcel of land containing 0.23 acres in the Northwest Quarter (NW1/4) of Section 25, T.5N., R.14E., Pittsburg County, State of Oklahoma, more particularly described as follows:

Commencing at the Northwest Corner of said Section 25, thence N 89°58'58" E along the Northerly line of said Section 25 a distance of 855.00 feet, thence S 00°01'02" E a distance of 1120.0 feet to the Point Of Beginning, thence N 72°52'42" W a distance of 100.00 feet, thence S 17°07'18" W a distance of 100.00 feet, thence S 72°52'42" E a distance of 100.00 feet, thence N 17°07'18" E a distance of 100.00 feet to the Point Of Beginning.





# McAlester City Council

## AGENDA REPORT

Meeting Date:	<u>September 28, 2010</u>	Item Number:	<u>4</u>
Department:	<u>Community Services</u>		
Prepared By:	<u>Mel Priddy</u>	Account Code:	<u></u>
Date Prepared:	<u>September 20, 2010</u>	Budgeted Amount:	<u></u>
		Exhibits:	<u>5</u>

### Subject

Consider, and act upon, five (5) items dealing with the City of McAlester FY 2011 NPE Airport Development Grant to improve runways 2-20 safety areas, remove runway 2-20 approach surface obstruction, and improve ROFA east of runway 2-20.

### Recommendation

#### A motion to approve:

- 1.) FY 2011 Project Letter of Commitment for FY 2011 NPE Airport Development Grant;
- 2.) A U.S. Department of Transportation Federal Aviation Administration Sponsor Certification Form for a Drug Free Workplace;
- 3.) Overall Development Objective Data Sheet;
- 4.) Airport Improvement Program Sponsor Certification;
- 5.) Amendment No. 2 for the City Agreement for Professional Airport Consulting Service with LBR.

### Discussion

See attached documents.

### Approved By

	Initial	Date
Department Head	MP	9/20/10
City Manager	P. Stasiak <i>PJS</i>	9/21/10

September 20, 2010

Mr. Aaron Bouse  
Airport Planner  
Oklahoma Aeronautics Commission  
120 N. Robinson, Suite 1244 W  
Oklahoma City, Oklahoma 73102

RE: FY 2011 Project Letter of Commitment

Dear Mr. Bouse:

The City of McAlester is committed to and has the required matching funds for an FY 2011 NPE AIRPORT DEVELOPMENT GRANT for the project:

**IMPROVE RUNWAY 2-20 SAFETY AREAS; REMOVE RUNWAY 2-20  
APPROACH SURFACE OBSTRUCTIONS; AND IMPROVE ROFA EAST OF  
RUNWAY 2-20**

at McAlester Regional Airport.

We appreciate the continuing support of our airport by the OAC and the FAA.  
Please contact us if you require additional information.

Sincerely,

---

Mayor

**U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION  
AIRPORT IMPROVEMENT PROGRAM  
SPONSOR CERTIFICATION  
DRUG-FREE WORKPLACE**

City of McAlester <i>(Sponsor)</i>	McAlester Regional <i>(Airport)</i>	AIP 3-40-0057-011-2011 <i>(Project Number)</i>
Improve Runway 2-20 Safety Areas; Remove Runway 2-20 Approach Surface Obstructions and Improve Runway Object Free Area East of Runway 2-20 <i>(Work Description)</i>		

Title 49, United States Code, Section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within Federal grant programs are described in Title 49, Code of Federal Regulations, Part 29. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. A statement has been published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. An ongoing drug-free awareness program has been established to inform employees about:			
a. The dangers of drug abuse in the workplace;			
b. The sponsor's policy of maintaining a drug-free workplace;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Any available drug counseling, rehabilitation, and employee assistance programs; and			
d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.			
3. Each employee to be engaged in the performance of the work has been given a copy of the statement required within item 1 above.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Employees have been notified in the statement required by item 1 above that, as a condition of employment under the grant, the employee will:			
a. Abide by the terms of the statement; and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.			
5. The FAA will be notified in writing within ten calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No	N/A
6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:			
a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.			
7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I have prepared documentation attached hereto with site(s) for performance of work (street address, city, county, state, zip code). There are no such workplaces that are not identified in the attachment. I have prepared additional documentation for any above items marked "no" and attached it hereto. I certify that, for the project identified herein, responses to the forgoing items are accurate as marked and attachments are correct and complete.

City of McAlester

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Kevin Priddle

(Typed Name of Sponsor's Designated Official Representative)

Mayor

(Typed Title of Sponsor's Designated Official Representative)

(Date)

<b>AIRPORT</b>				<b>1. SPONSOR INFORMATION</b>				
McAlester Regional Airport				Mayor (or Authorized Representative) Kevin Priddle		Term Expiration June 2012		
<b>Overall Development Objective</b>  <b>Data Sheet</b>			<b>LOCAL PRIORITY NUMBER</b>		Physical Street Address (no PO Box) 28 E. Washington			
			<b>1</b>		City McAlester		State OK	Zip 74502
			Phone 918-4239300	Fax 918-4214971	E-mail Kevin.priddle@cityofmcalester.com			
<b>2. LOCAL CONTACT INFORMATION</b>				<b>3. CONSULTANT INFORMATION</b>				
Name Mel Priddy		Title/Position Comm Serv Dir		Company/Firm Name LBR INC. AIRPORT CONSULTANTS				
Phone Number 918-423-9300		Fax 918-421-4906		Point of Contact KEVIN REEDER		Phone 405-789-0200		
Alternate Phone none	E-mail mel.priddy@cityofmcalester.com			Fax 405-789-0260		E-mail kevinr@LBROK.com		
Mailing Address 801 N 9th				Mailing Address 5915 PHILIP J RHOADS AVENUE, SUITE 105				
City McAlester		State OK	Zip 74502	City BETHANY		State OK	Zip 73008	
<b>4. OVERALL DEVELOPMENT OBJECTIVE (ODO)</b>								
State the Overall Development Objective (ODO). An ODO is described in FAA Order 5100.39A. IMPROVE RUNWAY 2-20 SAFETY AREAS; REMOVE RUNWAY 2-20 APPROACH SURFACE OBSTRUCTIONS; AND IMPROVE RUNWAY OBJECT FREE AREA EAST OF RUNWAY 2-20								
<b>4a. ODO COMPONENT WORK ITEMS</b>								
List all work items associated with the ODO						Estimated Cost		
Construction Admin,						22,100		
Adv, FAR'S For 2011 Grant						5,350		
Construction Testing, Inspection						77,000		
ALP Update, Approach Survey RWs 2-20						96,530		
Design for MOA Work						181,000		
Construction						1,400,000		
<b>ODO Estimated Total Cost</b>						<b>\$1,781,980</b>		
<b>4b. ODO DRAWING/SKETCH</b>								
SEE ATTACHED.								
<b>4c. ODO JUSTIFICATION</b>								
SEE ATTACHED.								
<b>5. IMPACTS</b>								
Describe impacts to navigational aids, approach procedures, environmental concerns, utilities etc. associated with ODO execution. NAVIGATIONAL AIDS, APPROACH PROCEDURES, ETC. THAT ARE AFFECTED AS A RESULT OF THIS PROJECT WILL BE ADDRESSED UNDER REIMBURSABLE AGREEMENTS. ENVIRONMENTAL COORDINATION WAS COMPLETED IN THE DESIGN ONLY GRANT, PER EPD PACKET REQUIREMENTS.								
<b>6. COST ESTIMATE</b>								
SEE ATTACHED FORM 5100-100 PART III – BUDGET INFORMATION – CONSTRUCTION, SECTION B - CALCULATION OF FEDERAL GRANT.								

Completed By: LBR INC. AIRPORT CONSULTANTS  
(Print Name)

Date: September 21, 2010

FOR FAA USE

Date Received:

Date Loaded:

Program Manager's Initials:

## PART IV - PROGRAM NARRATIVE

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 2120-0569

**PROJECT:** IMPROVE RUNWAY 2-20 SAFETY AREAS; REMOVE RUNWAY 2-20 APPROACH SURFACE OBSTRUCTIONS; AND IMPROVE ROFA EAST OF RUNWAY 2-20

**AIRPORT:** McAlester Regional Airport, McAlester, OK

**1. Objective:**

THE OBJECTIVE IS TO IMPROVE THE SAFETY OF AIRCRAFT OPERATIONS AT THE AIRPORT.

**2. Benefits Anticipated:**

THE SUCCESSFUL COMPLETION OF THIS PROJECT WILL PROVIDE SMOOTHER RUNWAY SAFETY AREAS AND RUNWAY OBJECT FREE AREAS AND WILL REMOVE OBSTRUCTIONS FROM THE APPROACH SURFACES, ALL OF WHICH WILL ENHANCE THE SAFETY OF AIRPORT USERS.

**3. Approach:** *(See approved Scope of Work in final Application)*

RUNWAY SAFETY AREAS AND OBJECT FREE AREAS WILL BE RE-GRADED AS NECESSARY TO ACHIEVE COMPLIANCE WITH FAA STANDARDS.

**4. Geographic Location:**

ALL WORK IS WITHIN THE CONFINES OF EXISTING AIRFIELD PROPERTY.

**5. If Applicable, Provide Additional Information:**

**6. Sponsor's Representative:** *(incl. address & tel. no.)*

KEVIN PRIDDLE, MAYOR  
28 E. WASHINGTON  
P. O. BOX 578  
MCALESTER, OK 74502  
918-423-9300

Mayor \_\_\_\_\_



**PART III - BUDGET INFORMATION - CONSTRUCTION****SECTION A - GENERAL**

1. Federal Domestic Assistance Catalog No. .... 20.106

2. Functional or Other Breakout .....

**SECTION B - CALCULATION OF FEDERAL GRANT**

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense – Advertising	\$	\$	550
2. Preliminary expense -			
3. Land, structures, right-of-way – FAR's for 2011 Const. Grant			4,800
4. Architectural engineering basic fees – Construction Admin			22,100
5. Other Architectural engineering fees - Design, MOA Work			181,000
6. Project inspection fees			36,000
7. Land development -			
8. Relocation Expenses -			
9. Relocation payments to individuals and Businesses			
10. Demolition and removal – Construction Testing			41,000
11. Construction and project improvement			1,400,000
12. Equipment			
13. Miscellaneous - Update ALP, Approach Survey			96,530
14. Total (Lines 1 through 13)			1,781,980
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			1,781,980
17. Less: Ineligible Exclusions (Insurance Not Eligible)			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			1,781,980
20. Federal Share requested of Line 19			1,692,881
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (lines 20 & 21)			1,692,881
23. Grantee share (NPE 2.5% match)			44,550
24. Other shares (STATE 2.5%)			44,549
25. Total Project (Lines 22, 23 & 24)	\$	\$	1,781,980

U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION  
AIRPORT IMPROVEMENT PROGRAM  
SPONSOR CERTIFICATION  
SELECTION OF CONSULTANTS

City of McAlester	McAlester Regional	AIP 3-40-0057-011-2011
<i>(Sponsor)</i>	<i>(Airport)</i>	<i>(Project Number)</i>

Improve Runway 2-20 Safety Areas; Remove Runway 2-20 Approach Surface Obstructions and Improve Runway Object Free Area East of Runway 2-20

*(Work Description)*

Title 49, United States Code, Section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for selection of consultant services within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. Solicitations were made to ensure fair and open competition from a wide area of interest.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Consultants were selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. A record of negotiations will be prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. If engineering or other services are to be performed by sponsor force account personnel, prior approval was (will be) obtained from the FAA.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. The consultant services contracts clearly establishes the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Costs associated with work ineligible for AIP funding are (will be) clearly identified and separated from eligible items in solicitations, contracts, and related project documents.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Mandatory contact provisions for grant-assisted contracts have been included in consultant services contracts.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. The cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards were not (will not be) used.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Yes	No	N/A
9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was specifically described in the advertisement, and future work will not be initiated beyond five years.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

City of McAlester

*(Name of Sponsor)*

*(Signature of Sponsor's Designated Official Representative)*

Kevin Priddle

*(Typed Name of Sponsor's Designated Official Representative)*

Mayor

*(Typed Title of Sponsor's Designated Official Representative)*

*(Date)*

## AMENDMENT NO. 2

This Amendment, made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the **City of McAlester**, and **LBR Inc.**, shall be made a part of the Agreement for Professional Airport Consulting Services between said parties, dated October 13, 2009.

1. The following services shall be added to Section I. A.1:
  - A. Provide Construction Administration for "Improve Runway 2-20 Safety Areas; Remove Runway 2-20 Approach Surface Obstructions; and Improve Runway Object Free Area (ROFA) East of Runway 2-20," AIP Project 3-40-0057-011-2011 at McAlester Regional Airport, McAlester, Oklahoma.
  - B. Provide the Federal Administrative Requirements (FAR's) for the 2011 Project described above.
  - C. Update the Airport Layout Plan for McAlester Regional Airport.
2. The following fees shall be added to Section V. B. as related to the above items:
  - 1A. \$ 22,100.00
  - 1B. \$ 4,800.00
  - 1C. \$ 16,530.00

In witness whereof, the parties hereto have made and executed this Amendment the day and year first written above.

**LBR INC.**

**CITY OF McALESTER**

  
Executive Vice President

\_\_\_\_\_  
Mayor

ATTEST

ATTEST

  
Assistant Secretary

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

(Seal)



(Seal)

Certification of Legality:  
Approved as to form and legality

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



# McAlester City Council

## AGENDA REPORT

Meeting Date:	September 28, 2010	Item Number:	5
Department:	Utilities		
Prepared By:	David Medley	Account Code:	30-5211403
Date Prepared:	September 15, 2010	Budgeted Amount:	\$791,000
			Engineer's recommendation for payment Change Order No. 4 (Final) Contractor's Application for Payment No. 5 (Final) Contractors Certification and Guarantee

Exhibits:

### Subject

Consider, and act upon, Change Order No. 4 – Final and Contractor's Pay Estimate No. 5 – Final for the 14<sup>th</sup> Street & Village Blvd. Utility Extensions Project. Change Order No. 4 reconciles the final quantities and results for a deduction of \$235.09 to the contract amount resulting in a final contract amount of \$469,959.12.

### Recommendation

Motion to approve final payment for the 14<sup>th</sup> Street & Village Blvd. Utility Extensions Project to Bravo Construction Inc. of Wilburton, Oklahoma and authorization for the Mayor to sign Change Order No. 4 and the Final Application of Payment.

### Discussion

The Contractor for the 14<sup>th</sup> Street & Village Blvd. Utility Extensions Project. Bravo Construction Company, Inc. has completed all deficiencies associated with the project. Attached is the Contractor's Certification and Guarantee that all work has been completed in accordance with the contract documents, written warranty letter for 1 year from effective date of completion, and certification that all bills have been paid and no liens exist. The City's Engineer on the Project, Mehlburger Brawley, Inc. has recommended approval of the Final Pay Estimate. Funds are available in the Capital Outlay account for final payment.

### Approved By

	Initial	Date
Department Head	DRM	08/15/10
City Manager	P. Stasiak	09/21/10



RECEIVED SEP 07 2010

## MEHLBURGER BRAWLEY

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

September 2, 2010

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

Re: 14<sup>th</sup> Street & Village Blvd Utility Extensions  
McAlester, Oklahoma  
Change Order No. Four (4) - Final  
Contractor's Pay Estimates No. Five (5) - Final

Dear Mr. Medley:

Enclosed for Council review and approval please find six (6) copies of Change Order No. Four (4) - Final and Pay Estimate No. Five (5) - Final.

This Change Order reconciles the final quantities. It results in a deduction of \$235.09 to the contract amount. This change order adjusts several items in the current contract. Please see the Change Order for a full breakdown of the changes.

This Pay Estimate covers the final contract time period. During this time period, all work was completed on the project and a Final Inspection was performed on May 21, 2010. At this time, the Contractor has addressed all the deficiencies listed in the Final Inspection Report dated May 25, 2010. We recommend payment of Pay Estimate No. Five (5) - Final in the amount of \$119,614.13.

We also recommend final acceptance of the referenced project, and the warranty period of one year shall be in effect beginning on the effective date of completion May 21, 2010. Please record acceptance of the project in the minutes of your next regularly scheduled Meeting.

Please place Change Order No. Four (4) - Final and Pay Estimate No. Five (5) - Final on the agenda for approval at your next meeting and upon approval please ask the Mayor to sign all six (6) copies of the Change Order and Pay Estimate. Send three copies of each to our office located at 719 S George Nigh Expressway, McAlester, OK 74501, one copy to the Contractor with payment and retain one copy for your records. Thank you and if you have any questions please do not hesitate to contact our office at (918) 420-5500.

Sincerely,

Mehlburger Brawley, Inc.

Robert Vaughan, P.E.  
Project Manager

RV/mj - Enclosure  
Project No. MC-09-01

cc w/enclosure: Roger Ford, President, Mehlburger Brawley, Inc.

**BRAVO CONSTRUCTION INC.**  
**P.O. BOX 874 WILBURTON, OK 74578**  
**PHONE (918)465-4259 FAX (918)465-5751**

---

August 26, 2010

Robert Vaughan, P.E.  
Mehlburger Brawley  
719 S. George Nigh Expy  
McAlester, OK 74501

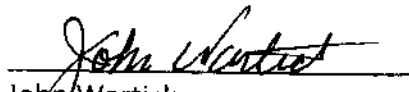
Re: McAlester 14<sup>th</sup> Street & Village Boulevard Utility Extensions  
Change Order No. Four (4) Final  
Pay Estimate No. Five (5)

Dear Mr. Vaughan:

This letter is to inform you that by signing Change Order No. Four (4) and revised Application for Payment No. Five (5) in no way is Bravo Construction Inc. waiving its claims pursuant to its Request for Equitable Adjustment. We are returning six (6) original signed copies of Change Order No. Four (4) and six (6) original signed copies of the revised Application for Payment No. Five (5) as you requested.

Sincerely,

Bravo Construction Inc.

  
John Wartick  
President

**RECEIVED**  
SEP 01 2010

BY: .....

# Change Order

## No. Four (4)( FINAL)

Date of Issuance: August 9, 2010

Effective Date: April 2, 2010 (Date of Substantial Completion)

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

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

Description: Reconciliation of Final As-Built Quantities

Item No. 8: Deduct 43 Linear Feet of 8-inch SDR 26 PVC Sewer Line (14<sup>th</sup> Street) @ \$20.85 / LF for a total deduct of (\$896.55)

Item No. 10: Add 0.5 Vertical Feet of additional manhole depth (14<sup>th</sup> Street) @ \$90.00 / VF for a total add of \$45.00

Item No. 13: Add 13 Linear Feet of 10-inch SDR 26 PVC Sewer Line (Village Blvd) @ \$23.02 / LF for a total add of \$299.26

Item No. 14: Deduct 40 Linear Feet of 8-inch SDR 26 PVC Sewer Line (Village Blvd) @ \$20.87 / LF for a total deduct of (\$834.80)

Item No. 16: Add 12.8 Vertical Feet of additional manhole depth (Village Blvd) @ \$90.00 / VF for a total add of \$1,152.00

#### CHANGE IN CONTRACT PRICE:

Original Contract Price:  
\$228,068.19

Increase from previously approved Change Orders  
No. One to No. Three:  
\$242,126.02

Contract Price prior to this Change Order:  
\$470,194.21

Decrease of this Change Order:  
(\$235.09)

Contract Price incorporating this Change Order:  
\$469,959.12

#### CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days  
Substantial completion (days and date): 90 Days (October 26, 2009)

Increase from previously approved Change Orders  
No. One to No. Three:  
Substantial completion (days): 142 Days

Contract Times prior to this Change Order:  
Substantial completion (days): 232 Days

Increase of this Change Order:  
Substantial completion (days) -0-

Contract Times with all approved Change Orders:  
Substantial completion (days and date): 232 Days (March 17, 2010)

RECOMMENDED:

By:

Date:



ACCEPTED:

By:

Date:

Owner (Authorized Signature)

ACCEPTED:

By:

Date:

Contractor (Authorized Signature)



Item	Description	Bid Qty	Unit	Unit Price	Base Bid Total Price	Change Order No. 1 Quantity	Change Order No. 1 Price	Change Order No. 2 Quantity
1	8-Inch C900 DR14 PVC Water Line (14th Street)	1,977	LF	\$11.30	\$22,340.10		\$ -	
2	Connection to Existing 6-inch Water Line (14th Street)	1	EA	\$3,112.95	\$3,112.95		\$ -	
3	Connection to Existing 8-Inch Water Line (14th Street)	1	EA	\$4,865.16	\$4,865.16		\$ -	
4	8-Inch Gate Valve (14th Street)	5	EA	\$2,005.21	\$10,026.05		\$ -	
5	Fire Hydrant Assembly (14th Street)	1	EA	\$4,097.21	\$4,097.21		\$ -	
6	Air / Vac Release Valve (14th Street)	1	EA	\$2,044.26	\$2,044.26		\$ -	
7	Asphalt Surface Repair (14th Street)	40	LF	\$91.80	\$3,672.00		\$ -	
8	8-Inch SDR 26 PVC Sewer Line (14th Street)	1,538	LF	\$20.85	\$32,067.30	317	\$ 6,609.45	
9	4-Foot Diameter Concrete Manhole, 0' - 6' Depth (14th Street)	7	EA	\$2,300.00	\$16,100.00	1	\$ 2,300.00	
10	Additional Manhole Depth (14th Street)	36	VF	\$90.00	\$3,240.00	8	\$ 720.00	
11	Connection of 8-Inch Sewer to Existing Lift Station (14th Street)	1	1	\$3,875.00	\$3,875.00		\$ -	
12	Concrete Surface Repair (14th Street)	20	LF	\$420.00	\$8,400.00		\$ -	
17	20-inch Bore and Casing		LF	\$275.00	\$0.00	40	\$ 11,000.00	
12	Concrete Surface Repair	0	LF	\$420.00	\$0.00		\$ -	155
13	10-Inch SDR 26 PVC Sewer Line (Village Blvd)	2,080	LF	\$23.02	\$47,881.60		\$ -	2,060
14	8-Inch SDR 26 PVC Sewer Line (Village Blvd)	588	LF	\$20.87	\$12,271.56		\$ -	1,451
15	4-Foot Diameter Concrete Manhole, 0' - 6' Depth (Village Blvd)	14	EA	\$2,300.00	\$32,200.00		\$ -	13
16	Additional Manhole Depth (Village Blvd)	103	VF	\$90.00	\$9,270.00		\$ -	85.2
17	20-Inch Bore and Casing (Village Blvd)	30	LF	\$275.00	\$8,250.00		\$ -	65
18	Sanitary Sewer Service Connection (Village Blvd)	1	EA	\$4,355.00	\$4,355.00		\$ -	
New	4-inch Service Line Bore and Steel Casing		LF	\$100.00	\$0.00		\$ -	65
New	4-inch Service Connection (In line Tee, riser and connection to Service)		EA	\$625.00	\$0.00		\$ -	4
New	Gravel Surface Repair	0	LF	\$150.00	\$0.00		\$ -	95
Total Amount					\$228,068.19		\$20,629.45	

# Contractor's Application For Payment No. #5

Application Period:		Application Date: 08/26/2010		
To (Owner): CITY OF MCALESTER/MCALESTER PUBLIC WORKS		From (Contractor): BRAVO		Via (Engineer):
Project: 14TH STREET & VILLAGE BLVD		Contract:	Original (Days):	Revised (Days):
Owner's Contract No.:		Contractor's Project No.:	Engineer's Project No.: MC-09-01	

## Application for Payment

### Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
CO #1	\$ 20,629.45	
CO #2	\$ 221,496.57	
CO #4	\$ (235.09)	
TOTALS	\$ 241,890.93	\$ -
NET CHANGE BY		\$ 241,890.93
CHANGE ORDERS		

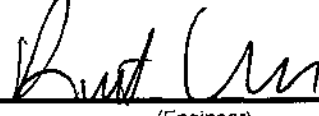
1. ORIGINAL CONTRACT PRICE	\$	228,068.19
2. Net change by Change Orders	\$	241,890.93
3. CURRENT CONTRACT PRICE (Line 1 ± 2)	\$	469,959.12
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)		\$469,959.12
5. RETAINAGE:		
a. 10% x \$ - Work Complete	\$	-
b. 10% x \$ - Stored Materials	\$	-
c. Total Retainage (Line 5a + Line 5b)	\$	-
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$	469,959.12
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$	350,344.99
8. AMOUNT DUE THIS APPLICATION	\$	119,614.13
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)	\$	-

### Contractor's Certification

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective. **"THIS CERTIFICATION IS MADE WITH THE EXPRESS RESERVATION OF ALL RIGHTS RELATED TO BRAVO'S CLAIM FOR EQUITABLE ADJUSTMENT PREVIOUSLY FILED WITH THE CITY OF MCALESTER"**

By:  Date: 8-26-10

Payment of: \$ 119,614.13  
(Line 8 or other - attach explanation of other amount)

is recommended by:  9-2-10  
(Engineer) (Date)

Payment of: \$ 119,614.13  
(Line 8 or other - attach explanation of other amount)

is approved by: \_\_\_\_\_  
(Owner) (Date)

Approved by: \_\_\_\_\_  
Funding Agency (if applicable) (Date)

## Contractor's Application

Application Number: 5
Application Date: 08/26

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

# Stored Materials Summary

# Contractor's Application

Application Date  
08/26/2010

For (contract) CITY OF MCALESTER/MCALESTER PUBLIC WORKS							Application Number 4		
Application Period							Application Date 08/26/10		
A	B	C	D		E		F		G
Invoice No.	Shop Drawing Transmittal No.	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$) (D+E-F)
			Date (Month/Year)	Amount (\$)	Amount (\$)	Subtotal	Date (Month/Year)	Amount (\$)	
21613	#9	2- Manholes (14th street)		\$ 1,126.50				1,126.50	\$ -
21632	#15	4- Manholes (Village Blvd)		\$ 1,725.50				1,725.50	\$ -
21559	#15	3- Manholes (Village Blvd)		\$ 3,218.75				3,218.75	\$ -
21542	#15	4- Manholes (Village Blvd)		\$ -					\$ -
21557	#9	3- Manholes (14th Street)		\$ 2,763.00				2,763.00	\$ -
21626	#9 & #15	2- Manholes (14th) 2- Manholes (Village)		\$ 2,317.36				2,317.36	\$ -
21666	#17	stk butyl sealant		\$ 221.68				221.68	\$ -
21673	#9	3-Ring and cover		\$ 585				585.00	\$ -
270777	#13	2080' DR26 RJ PVC		2603.49				2,603.49	\$ -
199806	#1, #8, #14	DR14 C900 & DR26 RJ PVC		16285.33				16,285.33	\$ -
199810	#1 & #4 & CO #1	WATERLINE		9081.28				9,081.28	\$ -
171292	#1	WATERLINE/ BORE		960.56				960.56	\$ -
170319A	#5	FIRE HYDRANT		1503.12				1,503.12	\$ -
171323	#7, #17, CO #1	SPACER		1465.51				1,465.51	\$ -
170319	#1	WATERLINE		960.56				960.56	\$ -
21936	#15 & #9	2 MANHOLES ADD DEPTH		\$2,861.00				2861.00	\$ -
172435	#1	RJ REPAIR COUP		\$113.06				113.06	\$ -
172496	#1	SDR35 SW CAP		\$28.77				28.77	\$ -
21976	CO #2 Item #15 & #16	Manholes with add Depth		\$ 7,664.00				\$ 7,664.00	\$ -
21972	CO #2 Item #15 & #16	Manholes with add Depth		\$ 4,429.50				\$ 4,429.50	\$ -
21969	CO #2 Item #15 & #16	Manholes with add Depth		\$ 4,149.50				\$ 4,149.50	\$ -
22003	CO #2 Item #15 & #16	Manholes with add Depth		\$ 1,203.50				\$ 1,203.50	\$ -
172880	CO #2 Item #13 & #14	2060' of 10x20 & 1460' of 8x20		\$ 17,263.85				\$ 17,263.85	\$ -
171454	CO #2 Item #17	pull on end seals		\$ 136.20				\$ 136.20	\$ -
172885	CO #2 New Item #17	SDR35 GSK HUB & SCH40 CAP, 4x20 BELL END PVC PIPE		\$ 429.42				\$ 429.42	\$ -
22320	CO #2 ITEM #15	CRETE STIK BUTYL		\$ 180.00				\$ 180.00	\$ -
174783/175335	CO #2 New Item SERVICE	10X4 GXG S40 YEE		\$ 584.32				\$ 584.32	\$ -
172887/173428	CO #2 ITEM #17 NEW	PULL ON END SEAL 10X16 PULL ON END SEAL		\$ 289.80				\$ 289.80	\$ -
173218	CO #2 Item #13 & #14	300' 10X20 & 20' 8X20		\$ 2,035.90				\$ 2,035.90	\$ -
173748/173966		SCH40 PVC SW CAP		\$ 59.36				\$ 59.36	\$ -
173853/173969		EPOXY MG PLUG, GASKET		\$ 87.28				\$ 87.28	\$ -
174481/174605		ELL, CAP, GSK, NUT		\$ 1,254.01				\$ 1,254.01	\$ -
174295/174483		RJ REPAIR COUP		122.85				122.85	\$ -
174235/175074		10X18 CASING SPACER		232.37				232.37	\$ -
22230		MANHOLE BASE		611.5				611.5	\$ -
22465	#16	ADD DEPTH, COATING STEPS		507.50				507.50	\$ -
22378		CREDIT		-326.35				-326.35	\$ -
22378	#15 & #16	MANHOLE, GASKET, COATING		1705.00				1705.00	\$ -
175549/176129	#14	8X4 GXG SCH40 T-WYE & 8X6 GXG SCH40 T-WYE W/FREIGHT		412.24				412.24	\$ -
175548/176128	#17	10' 75 & 8.625 CENTERED CASING SPACER W/FREIGHT		796.10				796.10	\$ -
176230/176840	#14	8X4 GXG SCH40 T-WYE WITH FREIGHT		128.99				128.99	\$ -
175602/176705	CO#2	4.5X8 CLEAR BELL POLY		108.89				108.89	\$ -
175247	#13 & #14	8X20 DR26 RJ PVC & 10X20 DR26 RJ PVC		2371.62				2371.62	\$ -
Totals				\$ 94,257.82	\$			\$ 94,257.82	\$ -

**CONTRACTOR'S CERTIFICATION AND GUARANTEE**

Date: September 8, 2010

Project: 14<sup>th</sup> Street & Village Blvd Utility Extensions

Owner: City of McAlester / McAlester Public Works Authority

Contractor: Bravo Construction, Inc.

John Wartick, President, Bravo Construction, Inc., hereby certifies that all work on the above referenced project has been completed in accordance with the contract documents for the project.

We also certify that all bills have been paid and upon receipt of \$119,614.13, representing final project payment, we do hereby waive our right to lien against the above project.

Furthermore we guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the effective date of completion, May 21, 2010.

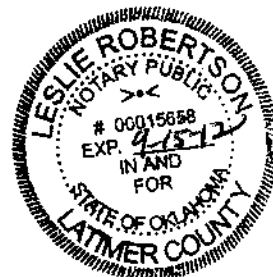
By: John Wartick  
John Wartick, President

Date: 9-8-10

Subscribed and sworn to before me this 8<sup>th</sup> day of September, 2010.

Leslie Robertson  
Notary Public

My Commission Expires: Sept. 15, 2012





# McAlester City Council

## AGENDA REPORT

Meeting Date:	September 28, 2010	Item Number:	6
Department:	Utilities		
Prepared By:	David Medley	Account Code:	41-5215402
Date Prepared:	September 17, 2010	Budgeted Amount:	\$50,000
			Mehlburger Brawley Work Order
			Hourly Fee Calculations
			Water Relocation Cost Estimate
			Sewer Relocation Cost Estimate
		Exhibits:	

### Subject

Consider, and act upon a revised work order for Mehlburger Brawley Corporation for engineering services required for the design of construction of the U.S. 69 Water and Sewer Utilities Relocation ODOT State Job No. 14999(06) as required by the Oklahoma Department of Transportation.

### Recommendation

Motion to approve and authorize the Mayor to sign the revised work order for Mehlburger Brawley to complete work required for U.S. 69 Utility Relocate, ODOT State Job No.14999 (04) for a Total Not To Exceed fee of \$50,000 for the engineering and \$44,600 for the residential inspection upon review and approval of by the City Attorney's Office.

### Discussion

The City Council previously approved Mehlburger Brawley's Work Order for professional services for the U.S. 69 Utility Relocate at a meeting on February 9, 2010. The Oklahoma Department of Transportation (O.D.O.T.) requires certain changes to the work order for reimbursement of their portion of the engineering and construction costs. These changes will provide for the engineering fee to be based on an hourly basis instead of a percentage of the construction cost as previously agreed upon. The project will complete the design phase and construction phase to relocate the City's water and sewer utilities as required for O.D.O.T.'s construction of the U.S. Highway No. 9 Comanche Avenue Interchange project. The highway project has been rescheduled by O.D.O.T. for year 2013 and has requested our utilities to be relocated by April 1, 2013. The utility relocation work will therefore be required in FY 2011-2012 and/or FY 2012-2013. Total estimated project cost of the utility relocation is \$1,034,858.00. O.D.O.T.'s share of this cost is estimated at \$40,568.55.

### Approved By

	Initial	Date
Department Head	DRM	09/17//10
City Manager	P. Stasiak	09/21/10



## MEHLBURGER BRAWLEY

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

---

September 15, 2010

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

Re: Revised Engineering Work Order MC-10-01  
US 69 Water and Sewer Utilities Relocation  
Federal Project No. NHY-013N(019)UT; State Job J/P 14999(06)

Dear Mr. Medley:

Enclosed for council approval are six (6) copies of the Revised Work Order on the referenced project.

ODOT will share the cost of the engineering fees per the Utility Relocation Agreement; however the Engineering Agreements must be revised to comply with ODOT requirements. The changes to the Agreements are the fee is on an hourly basis with a "Not to Exceed Amount" and the construction phase was added to be eligible for ODOT reimbursement.

Upon council approval and execution please return five (5) copies of the Work Order to our office for further processing with ODOT.

Thank you and if you have any questions, please feel free to call me at (918) 420-5500.

Sincerely,

Mehlburger Brawley, Inc.

Robert Vaughan, P.E.  
Project Manager

RV/mj

Enclosures

Project No. McAlester General

cc w/enclosure:  
Roger C. Ford, President, Mehlburger Brawley, Inc.



## MEHLBURGER BRAWLEY

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

---

### WORK ORDER FOR PROFESSIONAL SERVICES

#### CITY OF MCALESTER / MCALESTER PUBLIC WORKS AUTHORITY

#### Project Number: MC-10-01 (REVISED)

This will constitute authorization by the City of McAlester / McAlester Public Works Authority (Owner) for Mehlburger Brawley, Inc. (Engineer) to proceed with the following described as "Project":

Project Name: US 69 Water and Sewer Utility Relocation  
Federal Project No. NHY-013N(019)UT, State Job No. J/P 14999(06)

The project will be further separated into two projects to conform to ODOT requirements.

Project No. MC-10-01A - Water Utility Relocation

Project No. MC-10-01B - Sewer Utility Relocation

- Coordinate proposed location of water and sewer mains with ODOT planned improvements for US 69 Highway from Comanche Ave. to Peaceable Ave.
- Provide surveying in areas of improvements.
- Prepare engineering Plans and Specifications, P&S, for relocation of water and sewer mains.
- Prepare Application for "Permit to Construct" and coordinate submittal of P&S to the Oklahoma Department of Environmental Quality for authorization.
- Perform all work in accordance with STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES as Prepared by ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE (EJCDC).

The following scope is added to this revised work order.

- Prepare bid packages and assist owner in obtaining bids from contractor(s) for the construction of the improvements. Review bids received and make recommendations to Owner.
- Prepare contract documents and coordinate pre-construction meeting.
- Review and approve material submittals from contractor(s).
- Provide construction management services including review of contractors work, approving contractors pay estimates, review change order requests, and be the final judge of acceptance of the work performed by the contractor.
- Provide Resident Project Representative during Construction



For performing the services described, the Engineer is to be paid on an hourly basis with a not to exceed amount as follows. The manhour calculations are attached to this work order.

**Project No. MC-10-01A - Water Utility Relocation**

Design Phase	\$ 25,000.00
Construction Phase including Resident Project Representative	<u>\$ 22,300.00</u>
Total Not Too Exceed	\$ 47,300.00


**Project No. MC-10-01B - Sewer Utility Relocation**

Design Phase	\$ 25,000.00
Construction Phase including Resident Project Representative	<u>\$ 22,300.00</u>
Total Not Too Exceed	\$ 47,300.00

APPROVED:  
City of McAlester

ACCEPTED:  
Mehlburger Brawley, Inc.

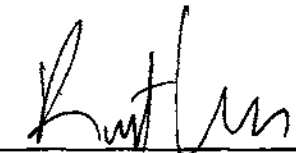
By: \_\_\_\_\_  
Kevin Priddle  
Mayor

By:  \_\_\_\_\_  
Dale Burke, P.E.  
Vice President

ATTEST:

\_\_\_\_\_

ATTEST:

 \_\_\_\_\_  
Robert Vaughan, P.E.  
Project Manager

DATE: \_\_\_\_\_

Federal Project No. NHY-013N(019)UT  
 State Job No. J/P 14999(06)  
 Pittsburg County, OK; US-69  
 Mehlburger Brawley Project No. MC-10-01A  
**Water Utility Relocate**

### Engineering Not to Exceed Fee Calculations

	Planning	Design	Construction	Total HRS	\$/HR	TOTAL \$\$\$
Principal - Dale Burke, P.E.	2	2		4	\$ 150.00	\$ 600.00
Project Manager - Robert Vaughan, P.E.	20	40		60	\$ 135.00	\$ 8,100.00
Professional Engineer - Dale Burke P.E.	8	25		33	\$ 115.00	\$ 3,795.00
Engineer Intern - Nathan Osborne, E.I.	8	25		33	\$ 75.00	\$ 2,475.00
Construction Manager - Kenneth Little	1	2		3	\$ 75.00	\$ 225.00
Resident Project Representative - Steve Fair	0	0		0	\$ 65.00	\$ -
Engineering Technician - Wade Howell	2	60		62	\$ 70.00	\$ 4,340.00
CAD Technician - Wayne Lewis	0	61		61	\$ 55.00	\$ 3,355.00
Administrative Assistant - Melissa Jones	2	22		24	\$ 50.00	\$ 1,200.00
Secretary - Sarah Sanderson	1	25		26	\$ 35.00	\$ 910.00
Total:						\$ 25,000.00


	Planning	Design	Construction	Total HRS	\$/HR	TOTAL \$\$\$
Principal - Dale Burke, P.E.			2	2	\$ 150.00	\$ 300.00
Project Manager - Robert Vaughan, P.E.			20	20	\$ 135.00	\$ 2,700.00
Professional Engineer - Dale Burke P.E.			6	6	\$ 115.00	\$ 690.00
Engineer Intern - Nathan Osborne, E.I.			12	12	\$ 75.00	\$ 900.00
Construction Manager - Kenneth Little			20	20	\$ 75.00	\$ 1,500.00
Resident Project Representative - Steve Fair			200	200	\$ 65.00	\$ 13,000.00
Engineering Technician - Wade Howell			20	20	\$ 70.00	\$ 1,400.00
CAD Technician - Wayne Lewis			5	5	\$ 55.00	\$ 275.00
Administrative Assistant - Melissa Jones			16	16	\$ 50.00	\$ 800.00
Secretary - Sarah Sanderson			21	21	\$ 35.00	\$ 735.00
Total:						\$ 22,300.00

Federal Project No. NHY-013N(019)UT  
 State Job No. J/P 14999(06)  
 Pittsburg County, OK; US-69  
 Mehlburger Brawley Project No. MC-10-01B  
**Sewer Utility Relocate**

### Engineering Not to Exceed Fee Calculations

	Planning	Design	Construction	Total HRS	\$/HR	TOTAL \$\$\$
Principal - Dale Burke, P.E.	2	2		4	\$ 150.00	\$ 600.00
Project Manager - Robert Vaughan, P.E.	20	40		60	\$ 135.00	\$ 8,100.00
Professional Engineer - Dale Burke P.E.	8	25		33	\$ 115.00	\$ 3,795.00
Engineer Intern - Nathan Osborne, E.I.	8	25		33	\$ 75.00	\$ 2,475.00
Construction Manager - Kenneth Little	1	2		3	\$ 75.00	\$ 225.00
Resident Project Representative - Steve Fair	0	0		0	\$ 65.00	\$ -
Engineering Technician - Wade Howell	2	60		62	\$ 70.00	\$ 4,340.00
CAD Technician - Wayne Lewis	0	61		61	\$ 55.00	\$ 3,355.00
Administrative Assistant - Melissa Jones	2	22		24	\$ 50.00	\$ 1,200.00
Secretary - Sarah Sanderson	1	25		26	\$ 35.00	\$ 910.00
Total:					\$	25,000.00

	Planning	Design	Construction	Total HRS	\$/HR	TOTAL \$\$\$
Principal - Dale Burke, P.E.			2	2	\$ 150.00	\$ 300.00
Project Manager - Robert Vaughan, P.E.			20	20	\$ 135.00	\$ 2,700.00
Professional Engineer - Dale Burke P.E.			6	6	\$ 115.00	\$ 690.00
Engineer Intern - Nathan Osborne, E.I.			12	12	\$ 75.00	\$ 900.00
Construction Manager - Kenneth Little			20	20	\$ 75.00	\$ 1,500.00
Resident Project Representative - Steve Fair			200	200	\$ 65.00	\$ 13,000.00
Engineering Technician - Wade Howell			20	20	\$ 70.00	\$ 1,400.00
CAD Technician - Wayne Lewis			5	5	\$ 55.00	\$ 275.00
Administrative Assistant - Melissa Jones			16	16	\$ 50.00	\$ 800.00
Secretary - Sarah Sanderson			21	21	\$ 35.00	\$ 735.00
Total:					\$	22,300.00

 <b>MEHLBURGER BRAWLEY</b> <small>THE MERGING OF MRS. INC. THE MEHLBURGER FIRM - BRAWLEY ENGINEERING CORP.</small>		<b>Project Cost Estimate</b>			
		<b>City of McAlester / McAlester Public Works Authority</b>			
		<b>9/14/2010</b>			
		<b>Page 1 of 1</b>			
<b>Federal Project No. NHY-013N(019)UT</b> <b>State Job No. J/P 14999(06)</b> <b>Pittsburg County, OK; US-69</b> <b>Water Utility Relocation</b>					
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Total Price</b>
1	16-inch Water Main, PVC C900	Linear Foot	1,205	\$ 90.00	\$ 108,450.00
2	12-inch Water Main, PVC C900	Linear Foot	1,670	\$ 60.00	\$ 100,200.00
3	8-inch Water Main, PVC C900	Linear Foot	380	\$ 50.00	\$ 19,000.00
4	16-inch Water Valve	Each	2	\$ 7,000.00	\$ 14,000.00
5	12-inch Water Valve	Each	5	\$ 3,000.00	\$ 15,000.00
6	8-inch Water Valves	Each	3	\$ 2,000.00	\$ 6,000.00
7	Connect to Existing 16-inch Existing Water Main with Tapping Tee (Hot Tap)	Each	3	\$ 12,500.00	\$ 37,500.00
8	Connect to Existing 16-inch Water Main	Each	7	\$ 10,000.00	\$ 70,000.00
9	Connect to Existing 12-inch Water Main with Tapping Tee (Hot Tap)	Each	1	\$ 7,500.00	\$ 7,500.00
10	Connect to Existing 12-inch Water Main	Each	1	\$ 2,750.00	\$ 2,750.00
11	Connect to Existing 8-inch Water Main	Each	2	\$ 2,500.00	\$ 5,000.00
12	20-inch Bore and Casing and 14-inch HDPE Carrier Pipe	Linear Foot	720	\$ 200.00	\$ 144,000.00
13	Pressure Reducing Valve and Valve Vault including valves	Lump Sum	1	\$ 15,000.00	\$ 15,000.00
14	Fire Hydrant Assembly	Each	1	\$ 3,000.00	\$ 3,000.00
15	Concrete Surface Repair, including Curbs	Linear Foot	720	\$ 80.00	\$ 57,600.00
16	Landscaping repair and sodding	Lump Sum	1	\$ 3,500.00	\$ 3,500.00
17	Asphalt Surface Repair	Linear Foot	355	\$ 45.00	\$ 15,975.00
Construction Subtotal					\$ 624,475.00
10% Contingency					\$ 62,447.50
<b>Construction Total</b>					<b>\$ 686,922.50</b>
Engineering Design Fee, Not to Exceed					\$ 25,000.00
Engineering including Resident Project Representative During Construction, Not to Exceed					\$ 22,300.00
ODEQ Permit					\$ 600.00
<b>Total Project Cost</b>					<b>\$ 734,822.50</b>

<b>Water Utilities currently outside of ODOT right of way</b>					
Item	Description	Unit	Qty	Unit Price	Total Price
	8-inch Water Main, PVC C900	Linear Foot	390	\$ 50.00	\$ 19,500.00
Construction Subtotal					\$ 19,500.00
Percentage of Construction Costs					<b>3.12%</b>

City of McAlester Share of Cost	96.88%	Estimated City Cost	\$ 711,896.04
State Share of Cost	3.12%	Estimated State Cost	\$ 22,926.46



**MEHLBURGER BRAWLEY**

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

**Project Cost Estimate**

**City of McAlester / McAlester Public Works Authority**

**9/2/2010**

**Page 1 of 1**

**Federal Project No. NHY-013N(019)UT**

**State Job No. J/P 14999(06)**

**Pittsburg County, OK; US-69**

**Sewer Utility Relocation**

Item	Description	Unit	Qty	Unit Price	Total Price
1	10-inch Sewer Main, PVC SDR 26	Linear Foot	872	\$ 65.00	\$ 56,680.00
2	10-inch Sewer Main, Ductile Iron Pipe	Linear Foot	290	\$ 80.00	\$ 23,200.00
3	8-inch Sewer Main, PVC SDR 26	Linear Foot	305	\$ 60.00	\$ 18,300.00
4	8-inch Sewer Main, Ductile Iron Pipe	Linear Foot	35	\$ 75.00	\$ 2,625.00
5	Standard 4-foot Diameter Manhole 6 feet deep	Each	13	\$ 3,500.00	\$ 45,500.00
6	Additional Manhole Vertical Depth over 6 feet	Vertical Foot	80	\$ 200.00	\$ 16,000.00
7	Special concrete flume @ Wade Watts to Cover Sewer Main	Cubic Yard	35	\$ 750.00	\$ 26,250.00
8	Concrete Surface Repair, including Curbs	Linear Foot	115	\$ 80.00	\$ 9,200.00
9	Landscaping repair and sodding	Lump Sum	1	\$ 7,500.00	\$ 7,500.00
10	Asphalt Surface Repair	Linear Foot	540	\$ 45.00	\$ 24,300.00
				Construction Subtotal	\$ 229,555.00
				10% Contingency	\$ 22,955.50
				<b>Construction Total</b>	<b>\$ 252,510.50</b>
				Engineering Design Fee, Not to Exceed	\$ 25,000.00
				Engineering including Resident Project Representative During Construction, Not to Exceed	\$ 22,300.00
				ODEQ Permit	\$ 225.00
				<b>Total Project Cost</b>	<b>\$ 300,035.50</b>

**Utilities currently outside of ODOT right of way**

Item	Description	Unit	Qty	Unit Price	Total Price
	8-inch Sewer Main, PVC SDR 26	Linear Foot	140	\$ 60.00	\$ 8,400.00
	Standard 4-foot Diameter Manhole 6 feet deep	Each	1	\$ 3,500.00	\$ 3,500.00
	Additional Manhole Vertical Depth over 6 feet	Vertical Foot	8	\$ 200.00	\$ 1,600.00
				Construction Subtotal	\$ 13,500.00
				Percentage of Construction Costs	<b>5.88%</b>

City of McAlester Share of Cost	94.12%	Estimated City Cost	<b>\$ 282,393.41</b>
State Share of Cost	5.88%	Estimated State Cost	<b>\$ 17,642.09</b>



# McAlester City Council

## AGENDA REPORT

Meeting Date:	September 28, 2010	Item Number:	7
Department:	Utilities		
Prepared By:	David Medley	Account Code:	N/A
Date Prepared:	September 17, 2010	Budgeted Amount:	Budget Pending in FY11-12 and/or FY 12-13
			Mehlbarger Brawley Cover Letter
			ODOT Utility Relocation Agreement - Water
			ODOT Utility Relocation Agreement - Sewer
			Water and Sewer Utilities Relocation Project Cost
		Exhibits:	Estimates

### Subject

Consider, and act upon a Utility Relocation Agreement with the Oklahoma Department of Transportation to relocate water and sewer utilities required for the design of construction of the U.S. Highway 69 Comanche Avenue Interchange project.

### Recommendation

Motion to approve and authorize the Mayor to sign the Utility Relocation Agreement for water and sewer utilities relocation to complete work required for U.S. 69 Utility Relocate, ODOT State Job No.14999 (06) upon review and approval of by the City Attorney's Office.

### Discussion

The City Council previously approved the Right-of-Way, Public Utility and Encroachment Agreement with the Oklahoma Department of Transportation (O.D.O.T.) on December 8, 2009. These agreements further define the City and the ODOT's responsibilities in sharing their portion of the engineering and construction costs. The highway project has been rescheduled by O.D.O.T. for year 2013 and has requested our utilities to be relocated by April 1, 2013. The utility relocation work will therefore be required in FY 2011-2012 and/or FY 2012-2013. Total estimated project cost of the utility relocation is \$1,034,858.00. O.D.O.T.'s share of this cost is estimated at \$40,568.55.

### Approved By

	Initial	Date
Department Head	DRM	09/17/10
City Manager	P. Stasiak	09/21/10



## MEHLBURGER BRAWLEY

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

---

September 15, 2010

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

Re: Federal Project No. NHY - 013N(019) UT  
State Job No. J/P 14999(06)  
Utility Relocation - Water

Dear Mr. Medley:

Enclosed please find two (2) copies of the final plans, one (1) copy of the project cost estimate and eight (8) copies of the ODOT Utility Relocation Agreement Form No. 305 for the water utility relocation along US 69.

ODOT needs council approval and execution of the Utility Relocation Agreement. Please return seven (7) original executed copies of the Utility Relocation Agreement to our offices for further processing with ODOT.

Thank you and should you have any questions please contact our office.

Sincerely,

Mehlburger Brawley, Inc.

Robert Vaughan, P.E.  
Project Manager

RV/mj  
Enclosures

Project No. MC-10-01A

cc: Rob Haskins, Guy Engineering

PROJECT NO. NHY-013N (O19) UT      JOB PIECE NO. 14999 UTILITIES      COUNTY Pittsburg  
(06)

THIS AGREEMENT, made and entered into by and between the Department of Transportation acting for and on behalf of the State of Oklahoma, hereinafter called the "State" and City of McAlester  
ADDRESS P.O. Box 578, 28 E. Washington St., McAlester, OK 74501

hereinafter called the "Utility Owner".

WITNESS TO THAT

WHEREAS, the State proposed to improve US Highway No. 69 and such improvements will necessitate rearrangement of facilities by said Utility Owner (state scope and nature of work on reverse side), and

WHEREAS, it is understood that if said project is to be financed in part from funds appropriated by the United States and expended under its regulations, that acceptance of work and procedure in general are subject to Federal Laws, Rules, Regulations, Orders, and Approvals applying to it as a Federal Project, and that costs for items entering into the improvement are reimbursable to the State in such amounts and forms as are proper and eligible for payment from Federal Funds. Reference is made to U.S. Department of Transportation, Code of Federal Regulations, Title 23, Parts 645A and 645B, included in the Utilities Manual and

WHEREAS, it is understood that Title 69, O. S., § 1205 and 1403 each as amended, define the extent to which the State and the Utility Owner may be obligated in the costs of utility rearrangements, and the utility locations on all highways are governed by Regulations and Policies adopted by the State Transportation Commission for the protection and maintenance of the highways, and for the safety of the highway users, and

WHEREAS, the State reserves the right to cancel this Agreement at any time prior to the beginning of the adjustment or relocation of the facilities of this Utility Owner, and

WHEREAS, the State agrees to pay the Utility Owner for the proportionate share of the actual cost to prepare approved preliminary engineering plans and estimates at the State's request, if for any reason the State cancels this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Utility Owner agrees:

1. To prepare a detailed estimate of the cost of work to be performed in accordance with the Department's Utilities Manual and Accommodation Policy, and such estimate of cost must be attached and be a part of this Agreement. The estimate will include: (1) The accounting system to be used in computing the relocation costs; (2) Credit for Expired Service Life setting forth therein the conditions on which such credit was determined or complete justification if the credit is not applicable; and; (3) Whether equipment costs are developed from experience records.



2. To include the costs for backfill and compaction of any trenches or holes within the right-of-way limits in the estimate of costs. The backfill will be placed and compacted to a density as directed by the Resident Engineer/Manager, but will not be compacted to less than that of the adjacent soil.
3. Any and all existing fencing that may require alteration during the utility relocation process shall be restored to its original condition during and after the time of utility relocation/rearrangement. It is the responsibility of the utility owner to insure that the integrity of the fencing is not compromised at any time to an extent in which it prevents the fencing from performing its intended purpose.
4. To prepare drawings showing the present, temporary and proposed location of its facilities with reference to the centerline of survey and/or the new or existing right-of-way lines using highway stationing in both plan and profile. Delineate details, including date of installation, class, and type of present facility. To comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality (DEQ) requirements for pollution prevention, including discharges from storm water runoff on this project. Further, agrees to secure a Storm Water Permit from the DEQ, when required. It is agreed that the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the storm water pollution prevention plans and the appropriate location map contained in the plans constitute the Storm Water Management Plan for the project previously described in the document. Agrees to have daily operational control of those activities, at the site, necessary to ensure compliance with plan requirements and permit conditions. Agrees to file the Notice of Intent (NOI), when required, for a general construction Oklahoma Pollutant Discharge Elimination System Permit with DEQ, which authorizes discharges of storm water associated with construction activity from the project site identified in this document. Such drawings will be attached to and become a part of this agreement.
5. To begin the process of adjustment or relocation of the facilities as shown on the plans and covered by this Agreement within a reasonable time, depending on the availability of material and work forces, but the actual time must not exceed thirty (30) days after receipt of notice from the state to do so, and in no event proceed with any adjustment or relocation work until such notice is received. To inform the State's Resident Engineer/Manager of: (1) The proposed starting date, prior to commencing work, and continually maintaining liaison with his/her office for the duration of the physical relocation; (2) The materials to be disposed of by scrapping, or sale, and to inform him/her of a time and place for his/her inspection thereof; (3) The date work is completed.
6.
  - a. That no contract with any individual will be entered into without meeting the requirements of the Department's Utilities Manual.
  - b. That contract work for technical services, professional services or other labor classifications involved in the rearrangement of the facility proposed under this Agreement will be supported by a statement to the effect that, "The Utility Company is not adequately staffed or equipped to perform such work with its own forces." **Proper approval must be obtained in accordance with the Utilities Manual prior to executing a contract with any outside firm or continuing contractor.**
7. To submit to the State, within six (6) months after satisfactory completion of rearrangement of their facilities under this Agreement, a claim using *ODOT Claim Form 324A*, with a certified statement of costs in accordance with the provisions of the aforementioned memorandums.

It is understood this Agreement does not change the rights or obligations of the Utility Owner as they exist in accordance with present State Law.

In consideration of the faithful performance by the Utility Owner of the foregoing, the State agrees:

To reimburse the Utility Owner for the actual costs of work completed, prorated on the basis of the following percentage or for the lump sum as proposed:

(1) Utility Owner Share of Cost	94.12	%.	Estimated Utility Owner Cost	\$ 282,393.41
(2) State Share of Cost	5.88	%.	Estimated State Cost	\$ 17,642.09

OR

(3) Lump Sum Proposal State Cost \$ \_\_\_\_\_

Nothing herein shall in any way be construed to relieve the Utility Owner from its liability, if any, for payment of a portion of these costs pursuant to 69 O.S. 2001 § 1205, as amended.

IN WITNESS WHEREOF, the parties hereto have caused this Utility Relocation Agreement to be executed by their duly authorized officers on the day and year last below written.

APPROVAL RECOMMENDED:

\_\_\_\_\_  
 Resident Engineer/Manager Date City of McAlester  
 Name: Utility Owner

Division Engineer \_\_\_\_\_ Date \_\_\_\_\_ Signature: Utility Owner/Agent \_\_\_\_\_ Date \_\_\_\_\_  
Kevin Priddle

\_\_\_\_\_  
 Chief, Right-of-Way & Utilities Division      Date      \_\_\_\_\_  
 Title: Utility Owner/Agent      Mayor

DEPARTMENT OF TRANSPORTATION FOR THE  
STATE OF OKLAHOMA (ACTING FOR AND ON  
BEHALF OF THE STATE OF OKLAHOMA)

By: Director Date

(State scope and nature of work in space provided below)

Relocation of sewer utilities including 8 and 10 inch mains and associated construction.

**STATE OF OKLAHOMA  
DEPARTMENT OF TRANSPORTATION  
UTILITY RELOCATION AGREEMENT**

PROJECT NO. NHY-013N (O19) UT      JOB PIECE NO. 14999 UTILITIES      COUNTY Pittsburg  
(06)

THIS AGREEMENT, made and entered into by and between the Department of Transportation acting for and on behalf of the State of Oklahoma, hereinafter called the "State" and City of McAlester

ADDRESS P.O. Box 578, 28 E. Washington St., McAlester, OK 74501

hereinafter called the "Utility Owner".

**WITNESS TO THAT**

WHEREAS, the State proposed to improve US Highway No. 69 and such improvements will necessitate rearrangement of facilities by said Utility Owner (state scope and nature of work on reverse side), and

WHEREAS, it is understood that if said project is to be financed in part from funds appropriated by the United States and expended under its regulations, that acceptance of work and procedure in general are subject to Federal Laws, Rules, Regulations, Orders, and Approvals applying to it as a Federal Project, and that costs for items entering into the improvement are reimbursable to the State in such amounts and forms as are proper and eligible for payment from Federal Funds. Reference is made to U.S. Department of Transportation, Code of Federal Regulations, Title 23, Parts 645A and 645B, included in the Utilities Manual and

WHEREAS, it is understood that Title 69, O. S., § 1205 and 1403 each as amended, define the extent to which the State and the Utility Owner may be obligated in the costs of utility rearrangements, and the utility locations on all highways are governed by Regulations and Policies adopted by the State Transportation Commission for the protection and maintenance of the highways, and for the safety of the highway users, and

WHEREAS, the State reserves the right to cancel this Agreement at any time prior to the beginning of the adjustment or relocation of the facilities of this Utility Owner, and

WHEREAS, the State agrees to pay the Utility Owner for the proportionate share of the actual cost to prepare approved preliminary engineering plans and estimates at the State's request, if for any reason the State cancels this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Utility Owner agrees:

1. To prepare a detailed estimate of the cost of work to be performed in accordance with the Department's Utilities Manual and Accommodation Policy, and such estimate of cost must be attached and be a part of this Agreement. The estimate will include: (1) The accounting system to be used in computing the relocation costs; (2) Credit for Expired Service Life setting forth therein the conditions on which such credit was determined or complete justification if the credit is not applicable; and; (3) Whether equipment costs are developed from experience records.

2. To include the costs for backfill and compaction of any trenches or holes within the right-of-way limits in the estimate of costs. The backfill will be placed and compacted to a density as directed by the Resident Engineer/Manager, but will not be compacted to less than that of the adjacent soil.
3. Any and all existing fencing that may require alteration during the utility relocation process shall be restored to its original condition during and after the time of utility relocation/rearrangement. It is the responsibility of the utility owner to insure that the integrity of the fencing is not compromised at any time to an extent in which it prevents the fencing from performing its intended purpose.
4. To prepare drawings showing the present, temporary and proposed location of its facilities with reference to the centerline of survey and/or the new or existing right-of-way lines using highway stationing in both plan and profile. Delineate details, including date of installation, class, and type of present facility. To comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality (DEQ) requirements for pollution prevention, including discharges from storm water runoff on this project. Further, agrees to secure a Storm Water Permit from the DEQ, when required. It is agreed that the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the storm water pollution prevention plans and the appropriate location map contained in the plans constitute the Storm Water Management Plan for the project previously described in the document. Agrees to have daily operational control of those activities, at the site, necessary to ensure compliance with plan requirements and permit conditions. Agrees to file the Notice of Intent (NOI), when required, for a general construction Oklahoma Pollutant Discharge Elimination System Permit with DEQ, which authorizes discharges of storm water associated with construction activity from the project site identified in this document. Such drawings will be attached to and become a part of this agreement.
5. To begin the process of adjustment or relocation of the facilities as shown on the plans and covered by this Agreement within a reasonable time, depending on the availability of material and work forces, but the actual time must not exceed thirty (30) days after receipt of notice from the state to do so, and in no event proceed with any adjustment or relocation work until such notice is received. To inform the State's Resident Engineer/Manager of: (1) The proposed starting date, prior to commencing work, and continually maintaining liaison with his/her office for the duration of the physical relocation; (2) The materials to be disposed of by scrapping, or sale, and to inform him/her of a time and place for his/her inspection thereof; (3) The date work is completed.
6.
  - a. That no contract with any individual will be entered into without meeting the requirements of the Department's Utilities Manual.
  - b. That contract work for technical services, professional services or other labor classifications involved in the rearrangement of the facility proposed under this Agreement will be supported by a statement to the effect that, "The Utility Company is not adequately staffed or equipped to perform such work with its own forces." **Proper approval must be obtained in accordance with the Utilities Manual prior to executing a contract with any outside firm or continuing contractor.**
7. To submit to the State, within six (6) months after satisfactory completion of rearrangement of their facilities under this Agreement, a claim using *ODOT Claim Form 324A*, with a certified statement of costs in accordance with the provisions of the aforementioned memorandums.

It is understood this Agreement does not change the rights or obligations of the Utility Owner as they exist in accordance with present State Law.

In consideration of the faithful performance by the Utility Owner of the foregoing, the State agrees:

To reimburse the Utility Owner for the actual costs of work completed, prorated on the basis of the following percentage or for the lump sum as proposed:

(1) Utility Owner Share of Cost	<u>96.88</u>	%.	Estimated Utility Owner Cost	<u>\$ 711,896.04</u>
(2) State Share of Cost	<u>3.12</u>	%.	Estimated State Cost	<u>\$ 22,926.46</u>

OR

(3) Lump Sum Proposal State Cost \$ \_\_\_\_\_

Nothing herein shall in any way be construed to relieve the Utility Owner from its liability, if any, for payment of a portion of these costs pursuant to 69 O.S. 2001 § 1205, as amended.

IN WITNESS WHEREOF, the parties hereto have caused this Utility Relocation Agreement to be executed by their duly authorized officers on the day and year last below written.

APPROVAL RECOMMENDED:

\_\_\_\_\_  
 Resident Engineer/Manager Date City of McAlester  
 Name: Utility Owner

Division Engineer	Date	Signature: <u>Utility Owner/Agent</u> Kevin Priddle	Date
-------------------	------	--	------


\_\_\_\_\_  
 Chief, Right-of-Way & Utilities Division      Date      Mayor  
 Title: Utility Owner/Agent

DEPARTMENT OF TRANSPORTATION FOR THE  
STATE OF OKLAHOMA (ACTING FOR AND ON  
BEHALF OF THE STATE OF OKLAHOMA)

By: Director Date


(State scope and nature of work in space provided below)

Relocation of water utilities including 8, 12 and 16 inch mains and appurtenances.

 <b>MEHLBURGER BRAWLEY</b> <small>THE MERGING OF MBS, INC. AND THE MEHLBURGER FIRM - BRAWLEY ENGINEERING CORP.</small>		<b>Project Cost Estimate</b>			
		<b>City of McAlester / McAlester Public Works Authority</b>			
		<b>9/14/2010</b>			
		<b>Page 1 of 1</b>			
<b>Federal Project No. NHY-013N(019)UT</b> <b>State Job No. J/P 14999(06)</b> <b>Pittsburg County, OK; US-69</b> <b>Water Utility Relocation</b>					
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Total Price</b>
1	16-inch Water Main, PVC C900	Linear Foot	1,205	\$ 90.00	\$ 108,450.00
2	12-inch Water Main, PVC C900	Linear Foot	1,670	\$ 60.00	\$ 100,200.00
3	8-inch Water Main, PVC C900	Linear Foot	380	\$ 50.00	\$ 19,000.00
4	16-inch Water Valve	Each	2	\$ 7,000.00	\$ 14,000.00
5	12-inch Water Valve	Each	5	\$ 3,000.00	\$ 15,000.00
6	8-inch Water Valves	Each	3	\$ 2,000.00	\$ 6,000.00
7	Connect to Existing 16-inch Existing Water Main with Tapping Tee (Hot Tap)	Each	3	\$ 12,500.00	\$ 37,500.00
8	Connect to Existing 16-inch Water Main	Each	7	\$ 10,000.00	\$ 70,000.00
9	Connect to Existing 12-inch Water Main with Tapping Tee (Hot Tap)	Each	1	\$ 7,500.00	\$ 7,500.00
10	Connect to Existing 12-inch Water Main	Each	1	\$ 2,750.00	\$ 2,750.00
11	Connect to Existing 8-inch Water Main	Each	2	\$ 2,500.00	\$ 5,000.00
12	20-inch Bore and Casing and 14-inch HDPE Carrier Pipe	Linear Foot	720	\$ 200.00	\$ 144,000.00
13	Pressure Reducing Valve and Valve Vault including valves	Lump Sum	1	\$ 15,000.00	\$ 15,000.00
14	Fire Hydrant Assembly	Each	1	\$ 3,000.00	\$ 3,000.00
15	Concrete Surface Repair, including Curbs	Linear Foot	720	\$ 80.00	\$ 57,600.00
16	Landscaping repair and sodding	Lump Sum	1	\$ 3,500.00	\$ 3,500.00
17	Asphalt Surface Repair	Linear Foot	355	\$ 45.00	\$ 15,975.00
Construction Subtotal					\$ 624,475.00
10% Contingency					\$ 62,447.50
<b>Construction Total</b>					<b>\$ 686,922.50</b>
Engineering Design Fee, Not to Exceed					\$ 25,000.00
Engineering including Resident Project Representative During Construction, Not to Exceed					\$ 22,300.00
ODEQ Permit					\$ 600.00
<b>Total Project Cost</b>					<b>\$ 734,822.50</b>


<b>Water Utilities currently outside of ODOT right of way</b>					
Item	Description	Unit	Qty	Unit Price	Total Price
	8-inch Water Main, PVC C900	Linear Foot	390	\$ 50.00	\$ 19,500.00
Construction Subtotal					\$ 19,500.00
Percentage of Construction Costs					<b>3.12%</b>

City of McAlester Share of Cost	96.88%	Estimated City Cost	<b>\$ 711,896.04</b>
State Share of Cost	3.12%	Estimated State Cost	<b>\$ 22,926.46</b>

 <b>MEHLBURGER BRAWLEY</b> <small>THE MERGING OF NRS, INC. THE MEHLBURGER FIRM - BRAWLEY ENGINEERING CORP.</small>		<b>Project Cost Estimate</b>			
		<b>City of McAlester / McAlester Public Works Authority</b>			
		<b>9/2/2010</b>			
		<b>Page 1 of 1</b>			
<b>Federal Project No. NHY-013N(019)UT</b> <b>State Job No. J/P 14989(06)</b> <b>Pittsburg County, OK; US-69</b> <b>Sewer Utility Relocation</b>					
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Total Price</b>
1	10-inch Sewer Main, PVC SDR 26	Linear Foot	872	\$ 65.00	\$ 56,680.00
2	10-inch Sewer Main, Ductile Iron Pipe	Linear Foot	290	\$ 80.00	\$ 23,200.00
3	8-inch Sewer Main, PVC SDR 26	Linear Foot	305	\$ 60.00	\$ 18,300.00
4	8-inch Sewer Main, Ductile Iron Pipe	Linear Foot	35	\$ 75.00	\$ 2,625.00
5	Standard 4-foot Diameter Manhole 6 feet deep	Each	13	\$ 3,500.00	\$ 45,500.00
6	Additional Manhole Vertical Depth over 6 feet	Vertical Foot	80	\$ 200.00	\$ 16,000.00
7	Special concrete flume @ Wade Watts to Cover Sewer Main	Cubic Yard	35	\$ 750.00	\$ 26,250.00
8	Concrete Surface Repair, including Curbs	Linear Foot	115	\$ 80.00	\$ 9,200.00
9	Landscaping repair and sodding	Lump Sum	1	\$ 7,500.00	\$ 7,500.00
10	Asphalt Surface Repair	Linear Foot	540	\$ 45.00	\$ 24,300.00
Construction Subtotal					\$ 229,555.00
10% Contingency					\$ 22,955.50
<b>Construction Total</b>					<b>\$ 252,510.50</b>
Engineering Design Fee, Not to Exceed					\$ 25,000.00
Engineering including Resident Project Representative During Construction, Not to Exceed					\$ 22,300.00
ODEQ Permit					\$ 225.00
<b>Total Project Cost</b>					<b>\$ 300,035.50</b>

<b>Utilities currently outside of ODOT right of way</b>					
Item	Description	Unit	Qty	Unit Price	Total Price
	8-inch Sewer Main, PVC SDR 26	Linear Foot	140	\$ 60.00	\$ 8,400.00
	Standard 4-foot Diameter Manhole 6 feet deep	Each	1	\$ 3,500.00	\$ 3,500.00
	Additional Manhole Vertical Depth over 6 feet	Vertical Foot	8	\$ 200.00	\$ 1,600.00
Construction Subtotal					\$ 13,500.00
Percentage of Construction Costs					<b>5.88%</b>


City of McAlester Share of Cost	94.12%	Estimated City Cost	\$ 282,393.41
State Share of Cost	5.88%	Estimated State Cost	\$ 17,642.09

 <b>MEHLBURGER BRAWLEY</b> <small>THE MERGING OF MRS. INC. THE MEHLBURGER FIRM • BRAWLEY ENGINEERING CORP.</small>		<b>Project Cost Estimate</b>			
		<b>City of McAlester / McAlester Public Works Authority</b>			
		<b>9/14/2010</b>			
		<b>Page 1 of 1</b>			
<b>Federal Project No. NHY-013N(019)UT</b> <b>State Job No. J/P 14999(06)</b> <b>Pittsburg County, OK; US-69</b> <b>Water Utility Relocation</b>					
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Total Price</b>
1	16-inch Water Main, PVC C900	Linear Foot	1,205	\$ 90.00	\$ 108,450.00
2	12-inch Water Main, PVC C900	Linear Foot	1,670	\$ 60.00	\$ 100,200.00
3	8-inch Water Main, PVC C900	Linear Foot	380	\$ 50.00	\$ 19,000.00
4	16-inch Water Valve	Each	2	\$ 7,000.00	\$ 14,000.00
5	12-inch Water Valve	Each	5	\$ 3,000.00	\$ 15,000.00
6	8-inch Water Valves	Each	3	\$ 2,000.00	\$ 6,000.00
7	Connect to Existing 16-inch Existing Water Main with Tapping Tee (Hot Tap)	Each	3	\$ 12,500.00	\$ 37,500.00
8	Connect to Existing 16-inch Water Main	Each	7	\$ 10,000.00	\$ 70,000.00
9	Connect to Existing 12-inch Water Main with Tapping Tee (Hot Tap)	Each	1	\$ 7,500.00	\$ 7,500.00
10	Connect to Existing 12-inch Water Main	Each	1	\$ 2,750.00	\$ 2,750.00
11	Connect to Existing 8-inch Water Main	Each	2	\$ 2,500.00	\$ 5,000.00
12	20-inch Bore and Casing and 14-inch HDPE Carrier Pipe	Linear Foot	720	\$ 200.00	\$ 144,000.00
13	Pressure Reducing Valve and Valve Vault including valves	Lump Sum	1	\$ 15,000.00	\$ 15,000.00
14	Fire Hydrant Assembly	Each	1	\$ 3,000.00	\$ 3,000.00
15	Concrete Surface Repair, including Curbs	Linear Foot	720	\$ 80.00	\$ 57,600.00
16	Landscaping repair and sodding	Lump Sum	1	\$ 3,500.00	\$ 3,500.00
17	Asphalt Surface Repair	Linear Foot	355	\$ 45.00	\$ 15,975.00
Construction Subtotal					\$ 624,475.00
10% Contingency					\$ 62,447.50
<b>Construction Total</b>					<b>\$ 686,922.50</b>
Engineering Design Fee, Not to Exceed					\$ 25,000.00
Engineering including Resident Project Representative During Construction, Not to Exceed					\$ 22,300.00
ODEQ Permit					\$ 600.00
<b>Total Project Cost</b>					<b>\$ 734,822.50</b>

<b>Water Utilities currently outside of ODOT right of way</b>					
Item	Description	Unit	Qty	Unit Price	Total Price
	8-inch Water Main, PVC C900	Linear Foot	390	\$ 50.00	\$ 19,500.00
Construction Subtotal					\$ 19,500.00
Percentage of Construction Costs					<b>3.12%</b>

City of McAlester Share of Cost	96.88%	Estimated City Cost	<b>\$ 711,896.04</b>
State Share of Cost	3.12%	Estimated State Cost	<b>\$ 22,926.46</b>



 <b>MEHLBURGER BRAWLEY</b> <small>THE MERGING OF NRS, INC. THE MEHLBURGER FIRM - BRAWLEY ENGINEERING CORP.</small>		<b>Project Cost Estimate</b>			
		<b>City of McAlester / McAlester Public Works Authority</b>			
		<b>9/2/2010</b>			
		<b>Page 1 of 1</b>			
<b>Federal Project No. NHY-013N(019)UT</b> <b>State Job No. J/P 14999(06)</b> <b>Pittsburg County, OK; US-69</b> <b>Sewer Utility Relocation</b>					
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Total Price</b>
1	10-inch Sewer Main, PVC SDR 26	Linear Foot	872	\$ 65.00	\$ 56,680.00
2	10-inch Sewer Main, Ductile Iron Pipe	Linear Foot	290	\$ 80.00	\$ 23,200.00
3	8-inch Sewer Main, PVC SDR 26	Linear Foot	305	\$ 60.00	\$ 18,300.00
4	8-inch Sewer Main, Ductile Iron Pipe	Linear Foot	35	\$ 75.00	\$ 2,625.00
5	Standard 4-foot Diameter Manhole 6 feet deep	Each	13	\$ 3,500.00	\$ 45,500.00
6	Additional Manhole Vertical Depth over 6 feet	Vertical Foot	80	\$ 200.00	\$ 16,000.00
7	Special concrete flume @ Wade Watts to Cover Sewer Main	Cubic Yard	35	\$ 750.00	\$ 26,250.00
8	Concrete Surface Repair, including Curbs	Linear Foot	115	\$ 80.00	\$ 9,200.00
9	Landscaping repair and sodding	Lump Sum	1	\$ 7,500.00	\$ 7,500.00
10	Asphalt Surface Repair	Linear Foot	540	\$ 45.00	\$ 24,300.00
Construction Subtotal					\$ 229,555.00
10% Contingency					\$ 22,955.50
<b>Construction Total</b>					<b>\$ 252,510.50</b>
Engineering Design Fee, Not to Exceed					\$ 25,000.00
Engineering including Resident Project Representative During Construction, Not to Exceed					\$ 22,300.00
ODEQ Permit					\$ 225.00
<b>Total Project Cost</b>					<b>\$ 300,035.50</b>

<b>Utilities currently outside of ODOT right of way</b>					
Item	Description	Unit	Qty	Unit Price	Total Price
	8-inch Sewer Main, PVC SDR 26	Linear Foot	140	\$ 60.00	\$ 8,400.00
	Standard 4-foot Diameter Manhole 6 feet deep	Each	1	\$ 3,500.00	\$ 3,500.00
	Additional Manhole Vertical Depth over 6 feet	Vertical Foot	8	\$ 200.00	\$ 1,600.00
Construction Subtotal					\$ 13,500.00
Percentage of Construction Costs					<b>5.88%</b>

City of McAlester Share of Cost	94.12%	Estimated City Cost	\$ 282,393.41
State Share of Cost	5.88%	Estimated State Cost	\$ 17,642.09



# McAlester City Council

## AGENDA REPORT

Meeting Date: September 28, 2010  
Department: Finance  
Prepared By: Gayla Duke  
Date Prepared: September 20, 2010

Item Number: 8  
Account Code: \_\_\_\_\_  
Budgeted Amount: \_\_\_\_\_  
Exhibits: 2

### Subject

Consider, and act upon, an Ordinance amending Ordinance No. 2361 which established the budget for fiscal year 2010-2011; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency.

### Recommendation

Motion to approve the budget amendment ordinance.

### Discussion

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

(See attached List)

### Approved By

		Initial	Date
Department Head		GDD	09/20/10
City Manager	P. Stasiak	<i>PJS</i>	09/21/10

**ORDINANCE NO. \_\_**

**AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2361 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2010-2011; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.**

**WHEREAS**, the City Council heretofore adopted Ordinance No. 2361 setting forth the Budget for Fiscal Year 2010-2011 beginning July 1, 2010 and ending June 30, 2011; and

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

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

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

**WHEREAS**, the City Council has determined that the proposed amendment to the FY 2010-2011 Budget, with the revenues and expenditures therein contained, is in the best interest of the City; and therefore, desires to adopt the same by formal action.

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

**SECTION 1:** The proposed amendment to the FY 2010-2011 Budget of the City of McAlester, Oklahoma, as heretofore adopted by Ordinance, as summarized in Exhibits A1, which is attached hereto and fully incorporated herein by reference, be, and the same hereby are, completely adopted and approved as an amendment to the said FY 2010-2011 Budget.

**SECTION 2:** All portions of the existing FY 2010-2011 Budget, Ordinance No. 2361 except as specifically herein amended, shall remain in full force and effect, and not be otherwise affected by the adoption of the amendatory ordinance.

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

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

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

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

**PASSED and the EMERGENCY CLAUSE ruled on separately this 28th day of September, 2010.**

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

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

**ATTEST:**

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

**Approved as to form and legality this 28th day of September, 2010.**

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

**CITY OF MCALESTER**  
**FY 10-11 Budget Amendments listed by Fund**

BA#					<u>Revenue</u>	<u>Expense</u>
006	8/24/10	01	General Fund	Insurance Reimbursement	10,500.00	10,500.00
					<b>10,500.00</b>	<b>10,500.00</b>
007	8/24/10	27	Tourism Fund	Approp. FB for tourism projects	-	3,000.00
					-	<b>3,000.00</b>
001	7/13/10	32	Gifts & Contributions	Appropriate Fund Balances, etc.	1,040.00	24,362.18
004	8/24/10	32	Gifts & Contributions	Appropriate FB & donations	4,050.00	7,729.53
					<b>5,090.00</b>	<b>32,091.71</b>
002	7/27/10	41	Repayment (CIP)	Approp. Fund Bal for Capital	-	24,962.00
003	8/10/10	41	Repayment (CIP)	Approp. Fund Bal for Capital	-	1,500,000.00
005	8/24/10	41	Repayment (CIP)	Capital & Roll-over projects	-	789,145.00
009	9/14/10	41	Repayment (CIP)	Approp. Fund Bal for Capital	-	22,800.00
010	9/28/10	41	Repayment (CIP)	Approp. Fund Bal for Capital	-	16,000.00
					-	<b>2,352,907.00</b>
008	8/24/10	42	Federal Forfeiture	Appropriate forfeiture & Transfer	55,063.76	55,063.76
					<b>55,063.76</b>	<b>55,063.76</b>





# McAlester City Council

## AGENDA REPORT

Meeting Date: September 28, 2010  
Department: Council  
Prepared By: Mayor Kevin E. Priddle  
Date Prepared: September 20, 2010

Item Number: 9  
Account Code: \_\_\_\_\_  
Budgeted Amount: \_\_\_\_\_  
Exhibits: 2

### Subject

Consider, and act upon, authorizing the Mayor to sign an agreement with James Earl Tannehill for the storage and display of an electric chair formerly housed at the Oklahoma State Penitentiary.

### Recommendation

A motion to approve the authorizing the Mayor to sign an agreement with James Earl Tannehill for the storage and display of the electric chair formerly housed at the Oklahoma State Penitentiary. The Oklahoma Prisons' Historical Association no longer provides a museum for display of the electric chair.

### Discussion

See attached documents.

### Approved By

		<i>Initial</i>	<i>Date</i>
Department Head		Mayor Kevin E. Priddle	9/20/10
City Manager	P. Stasiak		9/21/10



*From the Personal Desk of  
Mayor Kevin E. Priddle  
McAlester, Oklahoma*

September 14th, 2010

Oklahoma Department of Corrections  
Justin Jones, Director  
3400 Martin Luther King Avenue  
Oklahoma City, Oklahoma 73111-4298

Dear Director Jones:

Please find attached a letter of agreement dated August 18<sup>th</sup>, 1989 between the City of McAlester and the Oklahoma Prisons' Historical Association regarding the disposition of the electric chair formerly housed at the Oklahoma State Penitentiary.

In the agreement, you will see that the City of McAlester on August 18<sup>th</sup>, 1989 loaned the chair to the Association for display at their museum at the Oklahoma Department of Corrections.

Paragraph six and seven of the agreement specifically state:

- 6.) That it is expressly understood that the electric chair's ownership resides with the City of McAlester, and that the placement of the chair at the museum is at the request of the Association and the City has not relinquished ownership thereof.
- 7.) That should the Association no longer provide a museum for display of the electric chair, the City may immediately regain possession of the chair and this agreement will be null and void.

As the museum at OSP is no longer functioning, the City of McAlester is requesting and notifying you of our intent to retrieve and re-gain possession of the electric chair.

We will coordinate retrieval of the chair through Warden Workman's office and would like to have possession prior to October 1st, 2010.

If you have any questions, please feel free to contact me 918-916-5212.

Sincerely,

Kevin E. Priddle

CC: Warden Randy Workman

*Mayor Kevin E. Priddle, 314 W. Jackson, McAlester, Oklahoma 74501*



## LETTER OF AGREEMENT

WHEREAS, Oklahoma Prisons' Historical Association has established a museum at the Oklahoma State Penitentiary in McAlester, Oklahoma, for the collection and display of prison memorabilia and artifacts, and

WHEREAS, Oklahoma Prisons' Historical Association is desirous to acquire the electric chair formerly housed at Oklahoma State Penitentiary, and

WHEREAS, the City of McAlester has had possession of the electric chair since 1976 upon donation by the Department of Corrections for museum of penology which has not come into fruition, and

WHEREAS, the City of McAlester by virtue of council action on August 8, 1988, desires to enter into a formal agreement with Oklahoma Prisons Historical Association for the return of the electric chair to their museum at Oklahoma State Penitentiary,

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS: that the following Letter of Agreement between Oklahoma Prisons' Historical Association and the City of McAlester is entered in this 8<sup>th</sup> day of August, 1989.

The Oklahoma Prisons' Historical Association will agree to the following conditions upon which possession of the electric chair will be transferred to their control:

1. The electric chair will be immediately under the control of the Association and the Association will take possession of the earliest convenient time at the request of the prior keepers.

2. The electric chair will be displayed in a museum, open to the general public for such purposes, in which the safety of the general public and the chair are of paramount concern, and the chair displayed in a manner consistent with proper decorum of a historical museum.

3. That no inmates shall be permitted nor institutional business conducted within the museum unless through emergency order of the Department of Corrections and then only upon the general public's safety and removal from the premises.

4. That the electric chair not be removed from the museum location at Oklahoma State Penitentiary and should the Association desire such move, upon notice and permission by the McAlester City Council only.

5. That the Association provide adequate premise/liability insurance for the safety of the public and the chair and the

Association agree to hold harmless the City for any loss as a result or incidental to this Agreement.

6. That is is expressly understood that the electric chair's ownership resides with the City of McAlester, and that the placement of the chair at the museum is at the request of the Association and the City has not relinquished ownership thereof.

7. That should the Association no longer provide a museum for display of the electric chair, the City may immediately regain possession of the chair and this Agreement will be null and void.

Dated this 18<sup>th</sup> day of August, 1989.

CITY OF MCALESTER

BY: W. B. Rayburn  
Mayor of City of McAlester

OKLAHOMA PRISONS' HISTORICAL  
ASSOCIATION

BY: Jim Serrels  
Jim Serrels, Coordinator

## Letter of Agreement

WHEREAS, James Earl Tannehill has established a museum for the collection and proper display of prison memorabilia and artifacts, and

WHEREAS, James Earl Tannehill is desirous to acquire the electric chair formerly housed at the Oklahoma State Penitentiary, and

WHEREAS, the City of McAlester has ownership of the chair since 1976 upon donation by the Department of Corrections , and

WHEREAS, the City of McAlester by virtue of council action on September 14<sup>th</sup>, 2010 desires to enter into a formal agreement with James Earl Tannehill for the storage and display of the electric chair.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the following Letter of Agreement between James Earl Tannehill and the City of McAlester is entered into this 14<sup>th</sup> day of September, 2010.

James Earl Tannehill will agree to the following conditions upon which possession of the electric chair will be transferred to his control:

- 1.) The electric chair will be immediately under the control of Mr. Tannehill and he will take possession of the chair at the earliest convenient time.
- 2.) The electric chair will be displayed in a museum, which will be open to the public within thirty-six months of the date of this agreement, in which the safety of the general public and the chair are of paramount concern, and the chair displayed in a manner consistent with proper decorum of a historical museum.
- 3.) That the electric chair not be removed from the museum and should Mr. Tannehill desire such move, upon notice and permission by the McAlester City Council only.
- 4.) The Mr. Tannehill will provide adequate premise/liability insurance for the safety of the public and the chair and agree to hold harmless the City for any loss as a result or incidental to this Agreement.
- 5.) That it is expressly understood that the electric chair's ownership resides with the City of McAlester, and that the placement of the chair at the museum is at the request of Mr. Tannehill and the City has not relinquished ownership thereof.
- 6.) That should Mr. Tannehill no longer desire to display the chair, he unable to open a public museum within thirty-six months of the date of this agreement, or upon City Council request, the City may immediately regain possession of the chair and this Agreement will be null and void.

Dated this 10<sup>th</sup> day of August, 2010.

CITY OF MCALESTER

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

BY: \_\_\_\_\_  
James Earl Tannehill



# McAlester City Council

## AGENDA REPORT

Meeting Date:	<u>September 28, 2010</u>	Item Number:	<u>10</u>
Department:	<u>Council</u>		
Prepared By:	<u>Councilman, Chris Fiedler</u>	Account Code:	<u></u>
Date Prepared:	<u>September 20, 2010</u>	Budgeted Amount:	<u></u>
		Exhibits:	<u>1</u>

### Subject

A presentation and discussion regarding the Tulsa State Fair Booth 2010.

### Recommendation

### Discussion

See attached document.

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	PJS/CF	9/20/10
City Manager	P. Stasiak <i>PJS</i>	9/21/10

**Tulsa State Fair Booth 2010  
Sponsors  
As of 9-17-2010**

- 1. AEP/PSO**
- 2. Allegiance Communications**
- 3. Arvest Bank**
- 4. ATT**
- 5. BP**
- 6. Cavender's Western Outfitters**
- 7. Choctaw Casino**
- 8. City of McAlester**
- 9. Connie Davis Insurance**
- 10. Elks BPOE Lodge # 533**
- 11. Inn at Expo Square(Official Hotel)**
- 12. McAlester Chamber of Commerce**
- 13. McAlester Radio**
- 14. McAlester Regional Health Center**
- 15. McAlester Italian Festival Foundation**
- 16. McAlester Main Street**
- 17. Mill Creek Carpet**
- 18. MPower Economic Development**
- 19. National Oilwell Varco**
- 20. Newfield Exploration**
- 21. Nix Auto Center**
- 22. Oak Tree Inn**
- 23. Pride in McAlester**
- 24. Rent-A-Center**
- 25. Riverside Autoplex**
- 26. Stachmus Agency**
- 27. Stipe Investments**
- 28. Vicar's Furniture**
- 29. Whistle Stop Bistro**

Council Chambers  
Municipal Building  
September 14, 2010

The McAlester Airport Authority met in a Regular session on Tuesday, September 14, 2010, at 6:00 P.M. after proper notice and agenda was posted September 10, 2010.

Present: Chris Fiedler, Steve Harrison, John Browne, Robert Karr, Buddy Garvin  
& 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 August 24, 2010, Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item C, approval of Claims for August 251, 2010 through September 14, 2010. *(Gayla Duke, Chief Financial Officer)* In the amount of \$15,709.73.
- Confirm action taken on City Council Agenda Item 3, authorizing the Mayor to sign a Service Agreement with iWorQ Systems "iWorQ" located in Logan, Utah.

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

AYE: Trustees Fiedler, Harrison, Browne, Karr, Garvin & 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. There was no discussion and the vote was taken as follows:

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

Chairman Priddle declared the motion carried.

ATTEST:

\_\_\_\_\_  
Kevin Priddle, Chairman

\_\_\_\_\_  
Cora Middleton, Secretary

Council Chambers  
Municipal Building  
September 14, 2010

The McAlester Public Works Authority met in a Regular session on Tuesday, September 14, 2010, at 6:00 P.M. after proper notice and agenda was posted September 10, 2010.

Present: Chris Fiedler, Stave Harrison, John Browne, Robert Karr, Buddy Garvin  
& Kevin E. Priddle  
Absent: None  
Presiding: Kevin E. Priddle, Chairman

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

- Approval of the Minutes from the August 24, 2010, Regular Meeting of the McAlester Public Works Authority. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item C, approval of Claims for August 25, 2010 through September 14, 2010. (*Gayla Duke, Chief Financial Officer*) In the amount of \$318,791.28.
- Confirm action taken on City Council Agenda Item 1, an Ordinance amending Ordinance No. 2361 which established the budget for fiscal year 2010-2011; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. (*Gayla Duke, Chief Financial Officers*)
- Confirm action taken on City Council Agenda Item 2, declaring certain vehicles and equipment surplus property in accordance with the Code of Ordinances Sec 2-286 and authorize the City Manager to sell them in accordance with the Code of Ordinances Sec 2-287.
- Confirm action taken on City Council Agenda Item 3, authorizing the Mayor to sign a Service Agreement with iWorQ Systems "iWorQ" located in Logan, Utah.

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

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

Chairman Priddle declared the motion carried.

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

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

Chairman Priddle declared the motion carried.

\_\_\_\_\_  
Kevin Priddle, Chairman

ATTEST:

\_\_\_\_\_  
Cora Middleton, Secretary



Council Chambers  
Municipal Building  
August 24, 2010

The McAlester Retirement Trust Authority met in Regular session on Tuesday, August 24, 2010 at 6:00 P.M. after proper notice and agenda was posted August 20, 2010.

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

A motion was made by Mr. Karr, seconded by Mr. Harrison to approve the following:

- Approval of the Minutes from the July 27, 2010, Regular Meeting of the McAlester Retirement Trust Authority. (*Cora Middleton, City Clerk*)
- Approval of Retirement Benefit Payments for the Period of August 2010. (*Gayla Duke, Chief Financial Officer*) In the amount of \$50,129.53.

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

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

Chairman Priddle declared the motion carried.

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

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

Chairman Priddle declared the motion carried.

---

Kevin E. Priddle, Chairman

ATTEST:

---

Cora Middleton, Secretary