



# McAlester City Council

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## NOTICE OF MEETING

### Regular Meeting Agenda

Tuesday, November 23, 2010 – 6:00 pm  
McAlester City Hall – Council Chambers  
28 E. Washington  
McAlester, Oklahoma 74501

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

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

- Rev. Donald E. Brown, First Baptist Rentiesville

### 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 Claims for November 10, 2010 through November 23, 2010. (*Gayla Duke, Chief Financial Officer*)
- B. Concur with Oklahoma Municipal Assurance Group recommendation to deny Claim No.29861-BJ. (*Cora Middleton, City Clerk*)

**ITEMS REMOVED FROM CONSENT AGENDA****PUBLIC HEARING**

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

- **AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, MODIFYING SECTION 62, ARTICLE VII, DIVISIONS I AND 2, REPEALING DIVISION 3, SIGNS, AND DECLARING AN EMERGENCY.**
- **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. **TABLED FROM PREVIOUS MEETING** - A Presentation, accept and place on file, a Quarterly Report by the Pride-In-McAlester. (*Mark Wilkett, President*)

Executive Summary

Quarterly Report for Pride-In-McAlester - President, Mark Wilkett.

2. **TABLED FROM PREVIOUS MEETING** - Consider, and act upon, a recommendation by the Audit & Finance Advisory Committee for the City Staff to prepare a Request for Proposal (RFP) to solicit for a Bond Finance Representative for the City of McAlester. (*Gayla Duke, CFO*)

Executive Summary

A motion to approve the recommendation by the Audit and Finance Advisory Committee to solicit proposals for a City of McAlester Bond Finance Representative.

3. 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.

4. Consider and act upon an adoption of modification of E911 Oversight and Advisory Board Resolution from Pittsburg County Commissioners. *(Peter J. Stasiak, City Manager)*

**Executive Summary**

This item involves Staff recommendation approving a Resolution with modification of paragraph involving members to constitute the Board.

5. Discussion and possible action on pending modifications to contract with Allied Waste Systems, Inc., dba Allied Waste Systems of Alderson, for the City of McAlester's solid waste collection, removal and disposal. *(Councilman, Steve Harrison)*

**Executive Summary**

Consider motion in support of expeditious and equitable resolution of differences in contract terms between contract previously reviewed and approved by Council and contract executed by parties.

6. Discussion and possible action with the usual public hearing, and language accompanying an ordinance or ordinance amendment with the emergency clause. *(Councilman, Sam Mason & Pride In McAlester)*

**Executive Summary**

This item involves a proposed sign modification.

**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**

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**REMARKS AND INQUIRIES BY CITY COUNCIL**

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**RECESS COUNCIL MEETING**

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**CONVENE AS McALESTER AIRPORT AUTHORITY**

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*Majority of a Quorum required for approval*

- Approval of the Minutes from the November 9, 2010, Regular Meeting of the McAlester Public Works Authority. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item A, approval of Claims for November 10, 2010 through November 23, 2010. (*Gayla Duke, Chief Financial Officer*)
- Confirm action taken on City Council Agenda Item 2, a recommendation by the Audit & Finance Advisory Committee for the City Staff to prepare a Request for Proposal (RFP) to solicit for a Bond Finance Representative for the City of McAlester. (*Gayla Duke, CFO*)
- Confirm action taken on City Council Agenda Item 4, an adoption of modification of E911 Oversight and Advisory Board Resolution from Pittsburg County Commissioners. (*Peter J. Stasiak, City Manager*)
- Confirm action taken on City Council Agenda Item 6, with the usual public hearing, and language accompanying an ordinance or ordinance amendment with the emergency clause. (*Councilman, Sam Mason & Pride In McAlester*)

#### ADJOURN MAU.

#### **CONVENE AS McALESTER PUBLIC WORKS AUTHORITY**

*Majority of a Quorum required for approval*

- Approval of the Minutes from the November 9, 2010, Regular Meeting of the McAlester Public Works Authority. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item A, approval of Claims for November 10, 2010 through November 23, 2010. (*Gayla Duke, Chief Financial Officer*)
- Confirm action taken on City Council Agenda Item 2, a recommendation by the Audit & Finance Advisory Committee for the City Staff to prepare a Request for Proposal (RFP) to solicit for a Bond Finance Representative for the City of McAlester. (*Gayla Duke, CFO*)
- Confirm action taken on City Council Agenda Item 4, an adoption of modification of E911 Oversight and Advisory Board Resolution from Pittsburg County Commissioners. (*Peter J. Stasiak, City Manager*)
- Confirm action taken on City Council Agenda Item 5, on pending modifications to contract with Allied Waste Systems, Inc., dba Allied Waste Systems of Alderson, for the City of McAlester's solid waste collection, removal and disposal. (*Councilman, Steve Harrison*)

- Confirm action taken on City Council Agenda Item 6, with the usual public hearing, and language accompanying an ordinance or ordinance amendment with the emergency clause. *(Councilman, Sam Mason & Pride In McAlester)*

#### ADJOURN MPWA.

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

*Majority of a Quorum required for approval*

- Approval of the Minutes from the October 26, 2010, Regular Meeting of the McAlester Retirement Trust Authority. *(Cora Middleton, City Clerk)*
- Approval of Retirement Benefit Payments for the Period of November 2010. *(Gayla Duke, Chief Financial Officer)*

#### ADJOURN MRTA

#### **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

**CLAIMS FROM NOVEMBER 10, 2010  
THRU  
NOVEMBER 23, 2010**

11/16/2010 9:23 AM  
 PACKET: 05936 CLAIMS 11/23/10  
 VENDOR SET: 01  
 FUND : 01 GENERAL FUND

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 1

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00150	ACME JANITORIAL					
		I-571278	01 -5431203	REPAIRS & MAI JANITORIAL & CLEANING SUP	052879	380.38
01-A00259	AFLAC FLEX ONE					
		I-381637ER	01 -5653348	DRUG TESTING FSA & FLEX MONTHLY FEE	052880	455.00
		I-387194ER	01 -5653348	DRUG TESTING FSA & FLEX MONTHLY FEE	052880	55.00
01-A00267	AIRGAS					
		I-106300222	01 -5432202	OPERATING SUP OXYGEN FOR AMBULANCES	052881	28.95
		I-106958712	01 -5432202	OPERATING SUP OXYGEN FOR AMBULANCES	052881	121.00
		I-106958714	01 -5542202	OPERATING SUP MONTHLY LEASE ON BOTTLES	052881	44.99
		I-106958714A	01 -5543202	OPERATING SUP MONTHLY LEASE ON BOTTLES	052881	22.51
01-A00280	ALERT-ALL CORP.					
		I-213110035	01 -5431329	PROMOTIONAL PROMOTIONAL ITEMS	052883	220.00
01-A00362	ALLEGIANCE COMMUNICATIO					
		I-201011121964	01 -5542328	INTERNET SERV 324097-1600 COLLEGE AVE	052869	223.95
01-A00500	AMERICAN MUNICIPAL SERV					
		I-201011151967	01 -2105	COLLECTION AG COLLECTION AGENCY FEES	052885	4,347.00
01-A00751	ATWOODS					
		I-162/9	01 -5548203	REPAIRS & MAI MAINTENANCE MATERIALS	052886	14.77
		I-164/9	01 -5542203	REPAIRS & MAI REPAIR & MAINT ITEMS	052886	269.91
		I-165/9	01 -5542203	REPAIRS & MAI REPAIR & MAINT ITEMS	052886	31.87
		I-166/9	01 -5542203	REPAIRS & MAI REPAIR & MAINT ITEMS	052886	179.94
01-A00770	AUTO PARTS CO					
		I-870983	01 -5432203	REPAIR & MAIN PARTS	052887	11.90
		I-872774	01 -5432203	REPAIR & MAIN PARTS	052887	4.76
		I-873358	01 -5432203	REPAIR & MAIN PARTS	052888	33.96
		I-873769	01 -5432203	REPAIR & MAIN PARTS	052890	13.44
01-B00180	BEMAC SUPPLY					
		I-S1553656.001	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	052893	95.31
		I-S1554615.001	01 -5542203	REPAIRS & MAI REPAIR & MAINT ITEMS	052893	16.68
01-C00046	C D W GOVERNMENT, INC					
		I-VJT1577	01 -5320202	OPERATING EXP NEW PRINTERS FOR OFFICES	052897	286.39
		I-VJT1577	01 -5321202	OPERATING SUP NEW PRINTERS FOR OFFICES	052897	286.39
01-C00100	CLEET					
		I-201011161973	01 -2100	CLEET PAYABLE CLEET FEES COLLECTED	052898	7,447.93
01-C00430	CHIEF FIRE & SAFETY CO.					
		I-163869	01 -5432203	REPAIR & MAIN EMERGENCY LIGHTS	052900	482.73
01-P00330	DEPT. OF PUBLIC SAFETY					

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000330	DEPT. OF PUBLIC SAFETY	continued				
	I-04-1103252	01	-5321308	CONTRACTED SE TELETYPE RENTALS 1/2 YR	052906	350.00
01-000540	DOLESE BROTHERS					
	I-05113	01	-5865218	STREET REPAIR #4 SCREENINGS	052907	476.84
	I-05652	01	-5865218	STREET REPAIR #4 SCREENINGS	052907	550.61
	I-RM10005625	01	-5865218	STREET REPAIR CONCRETE FOR MISC. POURS	052907	2,494.00
	I-RM10005958	01	-5865218	STREET REPAIR CONCRETE FOR MISC. POURS	052907	1,748.00
	I-RM10006575	01	-5865218	STREET REPAIR CONCRETE FOR MISC. POURS	052907	1,652.50
01-E00204	EMBASSY SUITES					
	I-82564337	01	-5214331	EMPLOYEE TRAV FALL JUDGES CONF. FERS	052908	70.00
01-FC0015	FLEETCOR TECHNOLOGIES					
	I-201011151971	01	-5332212	FUEL EXPENSE OCTOBER FUEL BILL-ANIMAL CONT	052911	623.45
	I-201011151971	01	-5332212	FUEL EXPENSE OCTOBER FUEL BILL-POLICE	052911	8,637.03
	I-201011151971	01	-5431212	FUEL EXPENSE OCTOBER FUEL BILL-FIRE	052911	2,019.81
	I-201011151971	01	-5542212	FUEL EXPENSE OCTOBER FUEL BILL-PARKS	052911	1,493.64
	I-201011151971	01	-5548212	FUEL EXPENSE OCTOBER FUEL BILL-PAC MAINT	052911	388.05
	I-201011151971	01	-5865212	FUEL EXPENSE OCTOBER FUEL BILL-STREETS	052911	1,800.81
	I-201011151971	01	-5844212	FUEL EXPENSE OCTOBER FUEL BILL-RECREATION	052911	59.42
	I-201011151971	01	-5852212	FUEL EXPENSE OCTOBER FUEL BILL-COM DEV/CODE	052911	252.69
	I-201011151971	01	-5825212	FUEL EXPENSE OCTOBER FUEL BILL-IT	052911	92.01
	I-201011151971	01	-5853212	FUEL EXPENSE OCTOBER FUEL BILL-HR SAFETY	052911	96.70
	I-201011151971	01	-5847212	FUEL EXPENSE OCTOBER FUEL BILL-CEMETERY	052911	326.55
01-G00010	G & C RENTAL CENTER, IN					
	I-5990	01	-5865204	SMALL TOOLS CONCRETE FINISHING TOOLS	052914	283.83
01-G00130	GALT'S, AN ARAMARK CO.,					
	C-3858921 CR	01	-5431207	CLOTHING ALLO UNIFORM PURCHASES	052915	128.65-
	I-510883272	01	-5431207	CLOTHING ALLO UNIFORM PURCHASES	052915	69.77
	I-510912399	01	-5431207	CLOTHING ALLO UNIFORM PURCHASES	052915	90.48
	I-510926921	01	-5431207	CLOTHING ALLO UNIFORM PURCHASES	052915	267.64
	I-510930183	01	-5431207	CLOTHING ALLO UNIFORM PURCHASES	052915	145.31
	I-510956533	01	-5431207	CLOTHING ALLO UNIFORM PURCHASES	052915	167.87
	I-510956549	01	-5431207	CLOTHING ALLO UNIFORM PURCHASES	052915	98.54
	I-510956550	01	-5431207	CLOTHING ALLO UNIFORM PURCHASES	052915	42.77
01-H00250	HR COMPLY					
	I-0452791	01	-5653202	OPERATING SUP 2011 ATTENDANCE CONTROLLE	052919	172.69
01-I00070	I P M A					
	I-24166669	01	-5653349	DRUG TESTING TEST FOR FIRE RECRUITS	052920	311.50
01-I00110	IMPRESS OFFICE SUPPLY					
	I-031520	01	-5321202	OPERATING SUP MISC SUPPLIES	052921	15.09
	I-031521	01	-5210202	OPERATING SUP OFFICE SUPPLIES NEEDED	052921	14.99
	I-091563	01	-5212202	OPERATING SUP MISC. OFFICE SUPPLIES	052921	4.23



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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-100115	INTERMEDIX TECHNOLOGIES					
		I-20101151969	01 -5432308	CONTRACTED SE AMBULANCE BILLING SVS	052922	3,433.41
01-100140	INDIAN NATION WHOLESAL					
		I-201011121959	01 -5544003	OPERATING SUP CONCESSION SUPPLIES	052923	205.91
01-100195	INTEGRIS OCCUPATIONAL H					
		I-2010-09233	01 -5431305	PHYSICALS PHYSICALS FOR RECRUITS	052925	1,350.00
01-J00110	JACKIE BRANNON CORR. CT					
		I-P178	01 -5542308	CONTRACTED SE MONTHLY INMATE FEE	052927	100.27
01-J00338	JOE CONSTRUCTION CO INC					
		I-027364	01 -5865218	STREET REPAIR ASPHALT FOR STREET REPAIR	052928	443.79
		I-027365	01 -5865218	STREET REPAIR ASPHALT FOR STREET REPAIR	052928	328.58
		I-027366	01 -5865218	STREET REPAIR ASPHALT PATCHING	052928	296.80
		I-027367	01 -5865218	STREET REPAIR ASPHALT PATCHING	052928	348.45
		I-027368	01 -5865218	STREET REPAIR ASPHALT PATCHING	052928	296.80
		I-027369	01 -5865218	STREET REPAIR ASPHALT PATCHING	052928	183.87
		I-027370	01 -5865218	STREET REPAIR ASPHALT PATCHING	052928	229.27
		I-027371	01 -5865218	STREET REPAIR ASPHALT PATCHING	052928	573.18
		I-027372	01 -5865218	STREET REPAIR ASPHALT FOR STREET REPAIR	052928	340.50
		I-027481	01 -5865218	STREET REPAIR ASPHALT PATCHING	052928	170.10
		I-027482	01 -5865218	STREET REPAIR ASPHALT PATCHING	052928	201.60
01-J00340	JIM WOOD REFRIGERATION					
		I-10-12503	01 -5548203	REPAIRS & MAI A/C PART FOR DET. DIV.	052929	180.00
01-L00067	LABORATORY CONSULTANT S					
		I-028931	01 -58653048	DRUG TESTING MONTHLY DRUG TESTING	052932	50.00
01-L00380	LOCKE SUPPLY CO.					
		I-13660056-00	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	052934	115.15
01-L00383	LOCKE ELECTRICAL SUPPLY					
		I-13968319.00	01 -5548203	REPAIRS & MAI MISC SUPPLIES AS NEEDED	052935	17.56
		I-14012374.00	01 -5548203	REPAIRS & MAI MISC SUPPLIES AS NEEDED	052935	37.85
01-L00428	LOWE'S CREDIT SERVICES					
		I-01018	01 -5548203	REPAIRS & MAI REPAIR AND MAINT ITEMS	052936	31.77
		I-01497	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	052936	24.16
		I-01635	01 -5548203	REPAIRS & MAI REPAIR AND MAINT ITEMS	052936	81.21
		I-01690	01 -5865202	REPAIR & MAIN TRAFFIC CONTROL SUPPLIES	052936	10.95
		I-08112	01 -5431203	REPAIRS & MAI MISC. SUPPLIES AS NEEDED	052936	32.50
		I-09050	01 -5546203	REPAIRS & MAI REPAIR AND MAINT ITEMS	052936	45.53
		I-09848-1	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	052937	29.52
		I-09927	01 -5548203	REPAIRS & MAI REPAIR AND MAINT ITEMS	052937	16.34
		I-10*01094	01 -5320202	OPERATING EXP MISC SUPPLIES AS NEEDED	052937	90.43
		I-10497	01 -5865203	REPAIR & MAIN TRAFFIC CONTROL SUPPLIES	052937	28.07

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-100428	LOWE'S CREDIT SERVICES	continued				
	I-10996	01	-5542203	REPAIRS & MAI REPLACEMENT LIGHTS	052937	579.27
	I-11352	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	052937	15.00
	I-11341	01	-5548203	REPAIRS & MAI REPAIR AND MAINT ITEMS	052937	312.03
	I-11383	01	-5865204	SMALL TOOLS SMALL TOOLS & FORMING	052937	10.32
	I-901085	01	-5548203	REPAIRS & MAI REPAIR AND MAINT ITEMS	052937	82.65
01-M00083	MARGARET MCMORROW - LOV					
	I-11/2/10	01	-5211302	CONSULTANTS/L LEGAL FEES DAVE	052939	447.50
01-M00465	MILL CREEK CARPET & TIL					
	I-067822	01	-5548203	REPAIRS & MAI LABOR TO LAY CARPET	052941	327.00
01-M00470	MILLER BROTHERS ENTERPR					
	I-11739-06	01	-5548203	REPAIRS & MAI GARAGE DOOR REPAIRS	052942	675.00
01-M00570	MOORE MEDICAL CORP.					
	I-15181666	01	-5432202	OPERATING SUP MED SUPPLIES-AMBULANCE	052943	100.45
	I-15270593	01	-5432202	OPERATING SUP MED SUPPLIES-AMBULANCE	052943	9.20
	I-15327591	01	-5432202	OPERATING SUP MED SUPPLIES-AMBULANCE	052943	825.83
01-M00098	MCAPEZ & TAFT					
	I-331491	01	-5210302	CONSULTANTS/L LEGAL FEES	052945	301.00
	I-331493	01	-5210302	CONSULTANTS/L LEGAL FEES	052945	772.95
01-M00140	MCALESTER PAINT & SUPPL					
	I-153118	01	-5865203	REPAIR & MAIN REPAIRS TO PAINT GUN	052946	197.26
01-M00148	MC ALESTER VISION CENTE					
	I-33680	01	-5632213	SAFETY SUPPL SAFETY GLASSES FOR BUTLER	052947	145.00
01-M00169	MCALESTER REGIONAL HOSP					
	I-CITY LAB 11/1/10	01	-5653248	DRUG TESTING NEW HIRN DRUG TESTING	052948	258.00
01-M00226	MC DONALDS RESTURANT					
	I-60-01	01	-5321208	OPERATING SUP PRISONER MEALS	052950	3.69
	I-92-1	01	-5321208	OPERATING SUP PRISONER MEALS	052950	9.99
	I-95-1	01	-5321202	OPERATING SUP PRISONER MEALS	052950	4.49
01-M00250	MCALESTER NEWS CAPITAL					
	I-01576737	01	-5210317	ADVERTISING & COUNCIL PUBLICATIONS	052951	17.38
	I-OCT 10	01	-5653317	ADVERTISING & MISC EMPLOYMENT ADS	052951	30.60
	I-SEPT 2010	01	-5653317	ADVERTISING & EMPLOYMENT ADS	052951	61.20
01-000070	OSIELA MOWER SHOP					
	I-00118420	01	-5431204	SMALL TOOLS SERVICE PARTS AS NEEDED	052952	6.90
01-000075	O'REILLY AUTO PARTS					
	C-286580 CR	01	-5432203	REPAIR & MAIN BLANKET FC FOR MISC PARTS	052953	24.50-

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000075	O'REILLY AUTO PARTS		continued			
		I-284983	01 -5542203	REPAIRS & MAI GREASE FOR EQUIPMENT	052953	68.92
		I-286280	01 -5432203	REPAIR & MAIN BLANKET PC FOR MISC PARTS	052953	16.83
		I-286420	01 -5432203	REPAIR & MAIN BLANKET PC FOR MISC PARTS	052953	101.74
		I-286544	01 -5432203	REPAIR & MAIN BLANKET PC FOR MISC PARTS	052953	188.70
01-000219	OKLA BUREAU OF NARCOTIC					
		I-201011151968	01 -2103	ORN PAYABLE DRUG EDUCATION FEES	052955	42.77
01-000345	OKLA DEPT OF LABOR					
		I-201175562	01 -5548203	REPAIRS & MAI CERTIFICATION OF BOILER	052956	25.00
01-000380	OKLA ST FIREFIGHTERS					
		I-10-01177	01 -5431330	DUES & SUBSCR 2011 MEMBERSHIP DUES	052957	2,352.00
01-000413	OKLA STATE UNIVERSITY					
		I-201011121960	01 -5542202	OPERATING SUP STUDY MANUALS	052958	30.00
01-000530	OML-OK MUNICIPAL LEAGUE					
		I-10-01102	01 -5010331	EMPLOYEE TRAV OML DISTRICT DINNER MTG.	052959	90.00
		I-10-01102	01 -5210331	EMPLOYEE TRAV OML DISTRICT DINNER MTG.	052959	30.00
		I-10-01102	01 -5210331	EMPLOYEE TRAV OML DISTRICT DINNER MTG.	052959	30.00
		I-10-01102	01 -5010331	EMPLOYEE TRAV OML DISTRICT DINNER MTG.	052959	30.00
01-000595	OSBI					
		I 201011161974	01 -2101	AFIS PAYABLE AFIS & FORENSIC FEES COLLECTED	052960	4,104.23
		I-201011161974	01 -2102	FORENSICS PAY AFIS & FORENSIC FEES COLLECTED	052960	3,951.71
01-000610	OYA PIKEPASS CENTER					
		I-10-25-10-168397	01 -5662331	EMPLOYEE TRAV PIKE PASS PRE PAY ACCT	052961	40.00
01-P00148	PAVING MAINTENANCE SUP					
		I-10086277	01 -5865218	STREET REPAIR STOP SLOW PADDLES	052962	79.96
01-P00334	PITTS. COUNTY TREASURER					
		I-10-01252	01 -5101319	MISCELLANEOUS COUNTY TAXES	052965	7.00
01-P00340	PITTS. COUNTY ELEC. BOA					
		I-10-01299	01 -5101350	ELECTIONS ELECTION EXP-BALLOT PRINT	052966	557.40
01-P003510	PRO-KIL, INC					
		I-59039	01 -5542306	CONTRACTED SE MONTHLY PEST CONTROL	052969	126.00
01-P00560	PUBLIC SERVICE/ASP					
		I-201011121963	01 -5015313	ELECTRIC UTIL 95630700010-202 E WILMORE	052872	39.94
		I-201011121963	01 -5015313	ELECTRIC UTIL 95792346108-STREET LIGHTS	052872	11,438.61
		I-201011121963	01 -5215313	ELECTRIC UTIL 95481109633-333 E CARL ALB	052872	36.65
01-R00093	RAM INC					

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 FUND : 01 GENERAL FUND

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-R00090	RAM INC		continued			
		I-22549	01 -5865210	FUEL EXPENSE PROPANE FOR FORKLIFT	052971	13.23
		I-28797	01 -5865210	FUEL EXPENSE PROPANE FOR FORKLIFT	052971	23.00
		I-41940	01 -5865210	FUEL EXPENSE PROPANE FOR FORKLIFT	052971	30.52
01-S00190	SECURITY SYS. & ENG. IN					
		I-26475	01 -5321202	OPERATING SUP SERVICE CALL ON BACK DOOR	052972	73.50
		I-26541	01 -5321216	REPAIRS & MAI S/C & MAT TO REPAIR DOOR	052972	134.50
01-S00250	SERRATON MIDWEST CITY H					
		I-156213/FOF10	01 -5213331	EMPLOYEE TRAV HOTEL EXP-FALL CMCCA CONF	052975	89.00
01-S00726	STAPLES ADVANTAGE					
		I-36856	01 -5865202	OPERATING SUP OFFICE SUPPLIES NEEDED	052978	37.41
		I-16138	01 -5865202	OPERATING SUP MISC OFFICE SUPPLIES	052978	382.34
		I-16268	01 -5865202	OPERATING SUP MISC OFFICE SUPPLIES	052978	30.86
		I-16317	01 -5865202	OPERATING SUP OFFICE SUPPLIES AS NEEDED	052978	87.23
		I-16639	01 -5865202	OPERATING SUP MISC OFFICE SUPPLIES	052978	190.00
		I-17129	01 -5865202	OPERATING SUP MISC OFFICE SUPPLIES	052978	33.53
		I-17378	01 -5865202	OPERATING SUP MISC OFFICE SUPPLIES	052978	26.07
		I-67936	01 -5865202	OPERATING SUP MISC OFFICE SUPPLIES	052978	14.19
		I-68163	01 -5865202	OPERATING SUP MISC OFFICE SUPPLIES	052978	64.58
		I-86844	01 -5431329	PROMOTIONAL PROMOTIONAL ITEMS	052978	64.80
		I-98896801	01 -5865202	CAPITAL OUTLA GUEST CHAIRS-HR MANAGER	052978	168.42
01-S00913	STRATEGIC GOVERNMENT RE					
		I-10-01293	01 -5865202	CONTRACTED SE MEMBERSHIP RENEWAL	052979	195.00
01-T00010	T. H. ROGERS LUMBER CO.					
		I-424920	01 -5842203	REPAIRS & MAI MISC REPAIR ITEMS AS NEED	052980	36.09
		I-425025	01 -5842203	REPAIRS & MAI MISC REPAIR ITEMS AS NEED	052980	6.52
		I-425027	01 -5842203	REPAIRS & MAI MISC REPAIR ITEMS AS NEED	052980	21.68
		I-425255	01 -5842203	REPAIRS & MAI MISC REPAIR ITEMS AS NEED	052980	13.09
01-T00313	TRACE ANALYTICS INC.					
		I-010-7374	01 -58431203	REPAIRS & MAI AIR QUALITY REPORT	052981	75.00
01-T00310	TRAFFIC SIGNALS, INC.					
		I-11680	01 -5865203	REPAIR & MAIN REBUILD 2 CONTROLLERS	052982	903.00
01-T00519	TRAILBLAZER HEALTH ENTE					
		I-201011121966	01 -4-0-409	AMBULANCES AMBULANCE VEE REFUND	052974	288.29
01-T00537	TRAVIS, WOLFF & CO, LLP					
		I-9915348	01 -5865202	CONTRACTED SE PLAY ADM CHG 2ND QTR 2010	052983	560.00
01-T00540	TREATS SOLUTIONS INC					
		I-032016A	01 -5842203	REPAIRS & MAI HAND SANITIZER	052984	107.10

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-TC0630	TWIN CITIES READY MIX					
		I-48331	01 -5542202	OPERATING SUP SAND FOR FOUNTAIN BASE	052986	20.00
		I-STATEMENT-LATE FEE	01 -5542210	STREET REPAIR SERVICE CHARGES ON ACCT.	052986	547.71
01-W00040	WALMART COMMUNITY BRC					
		I-07464	01 -4210202	OPERATING SUP SUPPLIES FOR MEETING	052990	55.44
01-W00270	WHITE ELECTRICAL SUPPLY					
		I-S1294748.001	01 -5548203	REPAIRS & MAI MISC. REPAIR & MAINT ITEM	052992	35.03
		I-S1294748.001	01 -5548203	REPAIRS & MAI MISC. REPAIR & MAINT ITEM	052992	148.80
		I-S1297142.001	01 -5548203	REPAIRS & MAI PARTS FOR REPAIR OF LIGHT	052992	590.55
		I-S1299055.001	01 -5548203	REPAIRS & MAI MISC. REPAIR & MAINT ITEM	052992	29.12
		I-S1200290.001	01 -5542203	REPAIRS & MAI REPAIR ITEMS AS NEEDED	052992	184.68
		I-S1201754.001	01 -5548203	REPAIRS & MAI MISC. REPAIR & MAINT ITEM	052992	76.11
01-Z00010	ZHE MEDICAL INK					
		I-0021970463	01 -5653213	SAFETY SUPPLI MED SUPPLIES FOR OFFICE	052994	100.95
		I-201011161983	01 -5653213	SAFETY SUPPLI LATE FEE FOR INK 021-970463	052994	3.02
			FUND	01 GENERAL FUND	TOTAL:	83,673.09

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 FUND : 02 XFWA

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00033	AT&T					
		I-201011121962	02 -5267315	TELEPHONE WTI DATA LINE	052868	59.00
01-A00103	ACCURATE LABS & MINING					
		I-0128018	02 -5974304	LAB TESTING OPEN EO FOR MONTHLY TEST	052870	1,360.00
		I-0J12058	02 -5974304	LAB TESTING MONTHLY TESTING	052872	25.00
		I-0J12059	02 -5974304	LAB TESTING MONTHLY TESTING	052872	50.00
		I-0J12060	02 -5974304	LAB TESTING MONTHLY TESTING	052872	115.00
		I-SU12979	02 -5973203	REPAIRS & MAI LAB SUPPLIES FOR W PLANT	052872	1,098.62
01-A00267	AIRGAS					
		I-106265847	02 -5973203	REPAIRS & MAI WELDING SUPPLIES	052881	168.38
01-A00362	ADLEGANCE COMMUNICATIO					
		I-201011121964	02 -5973322	INTERNET SERV 295821-BRISFORD LANE	052889	89.95
01-A00423	ALLIED WASTE SERVICES C					
		I-201011161972	02 -5856306	CONTRACTED RE CONTRACT REFUSE COLLECTIONS	052894	135,158.93
01-A00751	ATWOODS					
		I-142/9	02 -5974203	REPAIRS & MAI SUPPLIES FOR WT PLANT	052886	47.47
		I-145/9	02 -5974203	REPAIRS & MAI SUPPLIES FOR WT PLANT	052886	18.86
		I-160/9	02 -5866230	RECYCLING CEN SMALL PARTS	052896	47.97
01-B00180	REMAC SUPPLY					
		I-S1549349.001	02 -5975209	UTILITY MAINT SUPPLIES FOR REPAIRS	052893	22.15
		I-S1549417.001	02 -5975209	UTILITY MAINT SUPPLIES FOR REPAIRS	052893	40.47
		I-S1549475.001	02 -5975209	UTILITY MAINT SUPPLIES FOR REPAIRS	052893	32.53
		I-S1549524.001	02 -5975209	UTILITY MAINT SUPPLIES FOR REPAIRS	052893	19.06
		I-S1550273.001	02 -5975209	UTILITY MAINT SUPPLIES FOR REPAIRS	052893	33.78
		I-S1552570.001	02 -5975209	UTILITY MAINT SUPPLIES FOR REPAIRS	052893	4.26
		I-S1553044.001	02 -5975209	UTILITY MAINT SUPPLIES FOR REPAIRS	052893	26.17
		I-S1553383.001	02 -5975209	UTILITY MAINT SUPPLIES FOR REPAIRS	052893	20.09
		I-S1554381.001	02 -5975209	UTILITY MAINT SUPPLIES FOR REPAIRS	052893	20.68
		I-S1554905.001	02 -5975209	UTILITY MAINT SUPPLIES FOR REPAIRS	052893	57.62
		I-S1554923.001	02 -5974203	REPAIRS & MAI SUPPLIES & REPAIRS	052892	229.16
		I-S1555674.001	02 -5975209	UTILITY MAINT SUPPLIES FOR REPAIRS	052893	6.12
		I-S1555876.001	02 -5975209	UTILITY MAINT SUPPLIES FOR REPAIRS	052894	50.38
		I-S1555942.001	02 -5975209	UTILITY MAINT SUPPLIES FOR REPAIRS	052894	47.49
		I-S1556308.001	02 -5975209	UTILITY MAINT SUPPLIES FOR REPAIRS	052894	111.59
		I-S1556344.001	02 -5975209	UTILITY MAINT SUPPLIES FOR REPAIRS	052894	24.23
		I-S1556755.001	02 -5975209	UTILITY MAINT SUPPLIES FOR REPAIRS	052894	29.78
		I-S1557388.001	02 -5975209	UTILITY MAINT SUPPLIES FOR REPAIRS	052894	64.68
01-B00490	BRIGGS PRINTING					
		I-54942-4	02 -5216202	OPERATING SUP WATER BILL PAPER & ENVS.	052896	3,217.00
		I-57916	02 -5216202	OPERATING SUP WATER BILL PAPER & ENVS.	052896	450.00
01-C00669	CONTINENTAL RESEARCH CO					

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00669	CONTINENTAL RESEARCH CO	continued				
	I-1175427	02 -5973203	REPAIRS & MAI	BACTO-DOSE FOR LIFT STATION	052901	992.68
01-C00880	CULLIGAN WATER COND INC					
	I-OCTOBER	02 -5974304	LAB TESTING	WATER FOR MONTHLY TESTING	052904	24.00
01-C00540	DOLESE BROTHERS					
	I-77440	02 -5975219	STREET REPAIR	1 1/2" GRAVEL 1000 TONS	052907	603.79
	I-RM10000098	02 -5975216	STREET REPAIR	CONCRETE FOR ST REPAIR	052907	727.14
	I-RM10000095-A	02 -5975216	STREET REPAIR	CONCRETE FOR MISC REPAIRS	052907	212.61
01-E00265	ERMI ENVIRONMENTAL LABS					
	I-1005734	02 -5973304	LAB TESTING	MONTHLY TESTING PLANTS	052910	189.47
	I-1005735	02 -5973304	LAB TESTING	MONTHLY TESTING PLANTS	052910	135.00
	I-1005950	02 -5973304	LAB TESTING	MONTHLY TESTING PLANTS	052910	54.47
	I-1005986	02 -5973304	LAB TESTING	MONTHLY TESTING PLANTS	052910	135.00
01-F00037	EASTENAL					
	I-OKMCA91991	02 -5973203	REPAIRS & MAI	PARTS FOR REPAIRS	052912	30.59
01-F00251	FORT COBB FUEL AUTHORITY					
	I-201011121965	02 -5267314	GAS UTILITY	GAS UTIL FOR WAREFORD LANE	052870	9.14
01-H00040	HACH CHEMICAL					
	I-6958299	02 -5974304	LAB TESTING	LAB TESTING SUPPLIES	052917	904.95
	I-6961903	02 -5974304	LAB TESTING	TEST KIT FOR THM REMOVAL	052917	1,373.64
01-I00113	EXPRESS OFFICE SUPPLY					
	I-031433	02 -5216202	OPERATING SUP	PAPER FOR PAST DUE NOTICE	052921	36.92
	I-031519	02 -5216202	OPERATING SUP	OFFICE SUPPLIES	052921	17.94
	I-031549	02 -5216202	OPERATING SUP	PAPER FOR PAST DUE NOTICE	052921	27.90
01-I00237	INTERSTATE ELECTRICAL					
	I-00170053	02 -5974316	REPAIRS & MAI	REBUILD MTR AT KFC STATION	052926	1,960.00
01-L00428	LOWE'S CREDIT SERVICES					
	I-01809	02 -5975209	UTILITY MAINT	MISC REPAIR SUPPLIES	052936	57.69
	I-01952	02 -5975209	UTILITY MAINT	MISC REPAIR SUPPLIES	052936	348.64
	I-03039	02 -5975209	UTILITY MAINT	MISC REPAIR SUPPLIES	052936	124.80
	I-06285	02 -5975209	UTILITY MAINT	MISC REPAIR SUPPLIES	052936	130.64
	I-06073	02 -5975209	UTILITY MAINT	MISC REPAIR SUPPLIES	052936	119.86
	I-09256	02 -5974202	REPAIRS & MAI	SUPPLIES TO MAKE REPAIRS	052936	75.51
	I-11343	02 -5975209	UTILITY MAINT	MISC REPAIR SUPPLIES	052937	86.01
01-L00429	LOVE BOTTLING CO.					
	I-8104138	02 -5973304	LAB TESTING	TESTING WATER	052938	27.50
01-M00304	MESHEK & ASSOC. INC					
	I-2-1	02 -5971300	CONSULTANTS	PHASE II STORMWTR MGMT	052940	3,360.00

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VENDOR	NAME	TRM #	S/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-MC0206	MCALISTER WELDING SUPPL					
	I-774552	02	-5974203	REPAIRS & MAI TORCH KIT, WELDING HELMET	052949	300.00
01-MC0250	MCALISTER NEWS CAPITAL					
	I-02573050	02	-5966202	OPERATING SUP AD FOR PACKER BODY BIDS	052951	43.50
	I-QCT 2010	02	-5866230	RECYCLING CEN RECYCLING CTR ADS	052951	127.50
01-000975	O'REILLY AUTO PARTS					
	I-0230 283642	02	-5974203	REPAIRS & MAI PARTS FOR MOWERS	052963	9.08
01-000610	OTA PIKEPASS CENTER					
	I-10-25-10-168397	02	-5974202	OPERATING SUP PIKE PASS TRF PAY ACCT	052961	40.00
01-PC0329	FITSTOP					
	I-1347	02	-5866230	RECYCLING CEN PORTAPOT RENTAL	052964	100.00
01-PC0350	PB COUNTY TAG AGENCY					
	I-10-01194	02	-5974300	OPERATING SUP TAG & TITLE-04 PICKUP	052968	30.00
01-PC0420	POSTMASTER					
	I-10-01294	02	-5216317	POSTAGE POSTAGE FOR UTIL. BILLS	052871	10,000.00
01-PC0560	PUBLIC SERVICE/ASP					
	I-201011121963	02	-5866230	RECYCLING CEN 9521239/717-RECYCLE CENTER	052872	58.56
01-RC0050	RADIO SHACK					
	I-309408	02	-5974203	REPAIRS & MAI 250V BAMP BUSH PUSES	052970	12.95
01-RC0090	RAY INC					
	I-28475	02	-5974210	FUEL EXPENSE 600 GAL DIESEL FOR WTP	052971	1,149.48
01-S00212	SERVICE & EQUIPMENT INT					
	I-7-0517102	02	-5974203	REPAIRS & MAI RENEWAL ON MAINT CONTRACT	052973	2,389.30
01-SC0224	HERCULES HARDWARE					
	I-757008	02	-5975209	UTILITY MAINT MISC HARDWARE-FIRE HYDRAN	052974	972.65
01-S00530	SOUTHWEST CHEMICAL SERV					
	I-90309	02	-5974206	CHEMICALS CAUSTIC FOR WTP	052976	8,976.25
	I-90310	02	-5974206	CHEMICALS CARUSOL FOR WTP	052976	8,495.15
	I-90345	02	-5974206	CHEMICALS ALUM FOR WTP	052976	3,569.61
	I-90350	02	-5974206	CHEMICALS DADMAC POLYMER 58 FOR	052976	2,760.00
	I-90351	02	-5974206	CHEMICALS	052976	1,920.00
	I-90352	02	-5974206	CHEMICALS SODIUM PERMANGENATE-WTP	052976	2,860.00
01-S00580	AT & T					
	I-201011121961	02	-5267315	TELEPHONE UTI PHONE EXP-MPWA 91842393004101	052873	2,533.46
01-SC0726	STAPLES ADVANTAGE					



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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-S00726	STAPLES ADVANTAGE		continued			
		I-66128	02 -5871202	OPERATING SUP ANSWERING MACHINES	052976	75.88
01-U00053	UTILITY SUPPLY					
	C-CMB48983	01 -5975211		WATER METERS WATER METERS & HYDRANTS	052987	576.00-
	I-048697	02 -5975209		UTILITY MAINT MISC. REPAIR PARTS AS NEE	052987	138.98
	I-048698	02 -5975211		WATER METERS WATER METERS & HYDRANTS	052987	2,428.00
	I-048763	02 -5975209		UTILITY MAINT MISC. REPAIR PARTS AS NEE	052987	24.00
	I-048990	01 -5975211		WATER METERS WATER METERS & HYDRANTS	052987	208.28
	I-048991	02 -5975211		WATER METERS WATER METERS & HYDRANTS	052987	769.50
01-U00128	UNITED PACKAGING & SHIP					
	I-83459	02 -5973316		REPAIRS & MAI SHIPPING SAMPLES	052989	7.62
	I-83659	02 -5973316		REPAIRS & MAI SHIPPING SAMPLES	052989	45.96
01-W00270	WHITE ELECTRICAL SUPPLY					
	I-S1299831.001	02 -5973209		REPAIRS & MAI SUPPLIES FOR REPAIRS	052992	238.27
01-W00290	WHOLESALE ELECTRIC SUPP					
	I-S2983090.001	02 -5973209		REPAIRS & MAI BREAKER FOR THE LINKS	052993	87.00
			FUND	02 MPWA	TOTAL:	206,557.39

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VENDOR SET: 01

FUND : 05 PARKING AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-PC0960	PUBLIC SERVICE/ASP					
		I-201011121963	05 -5519313	ELECTRIC UTIL 45244019006-PARKING AUTH	052672	121.50
			FUND	05 PARKING AUTHORITY	TOTAL:	121.50

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 VENDOR SET: 01  
 FUND : 08 NUTRITION

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-A00276	A LEROY DICKS					
		I-201011161977	08 -5549308	CONTRACT SERV REIMB FOR MILEAGE-MEAL DEL.	052882	59.00
01-500213	DEBBIE COMPTON					
		I-201011161980	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	052905	120.00
		I-201011161981	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL.	052905	95.00
01-H00207	EMMA B. BELLIS					
		I-201011161978	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	052909	75.00
		I-201011161979	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL.	052909	80.00
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201011151971	08 -5549210	FUEL EXPENSE OCTOBER FUEL BILL-NUTRITION	052911	925.87
FUND 08 NUTRITION TOTAL:						1,124.87

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VENDOR SET; C1

FUND : 09 LANDFILL RES./SUB-TITLE D

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-K00005	K-BAR CO CONSTRUCTION					
		I-12838	09 5864410	LAND IMPROVEM COVER DIRT FOR LANDFILL	052930	6,000.00
		I-12839	09 5864410	LAND IMPROVEM COVER DIRT	052930	7,500.00
		I-12843	09 5864410	LAND IMPROVEM COVER DIRT FOR LAND FILL	052930	7,500.00
			FUND	09 LANDFILL RES./SUB-TITLE TOTAL:		21,000.00

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VENDOR SET: 01

FUND : 11 EMPLOYEE RETIREMENT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-X00580	MORGAN STANLEY - SMITH					
		I-201011151970	11 -0220016	FEMS ANNUAL FEE EMP RETIREMENT PLAN	052944	100.00
			FUND	11 EMPLOYEE RETIREMENT	TOTAL:	100.00

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VENDOR SET: 01  
FUND : 27 TOURISM FUND

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-W00165	WAYNE MFG CO					
		I-33167	27 -5655401	CAPITAL OUTLA CHRISTMAS WREATHS	552991	10,882.20
			FUND	27 TOURISM FUND	TOTAL:	10,882.20

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## REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 05936 CLAIMS 11/23/10

VENDOR SET: 01

FUND : 28 SE EXPO CTR/TOURISM FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00211	BEST COMPANIES, INC.	I-2660-1	28 -5654316	REPAIRS & MAJ LABOR AND MATERIALS	052895	1,620.00
01-C00339	CERTIFIED LABORATORIES	I-66260	28 -5654203	REPAIR & MAIN DEGREASER	052899	149.44
01-J00113	JACKIE BRANNON CORN. CT	I-F189	28 -5654308	CONTRACT SERV MONTHLY INMATE FRES	052927	219.70
01-W00428	LOWE'S CREDIT SERVICES	I-06525	28 -5654203	REPAIR & MAIN REPAIR & MAINT SUPPLIES	052936	18.36
		I-08729	28 -5654203	REPAIR & MAIN REPAIR & MAINT SUPPLIES	052936	14.39
		I-09932-1	28 -5654203	REPAIR & MAIN REPAIR & MAINT SUPPLIES	052937	6.92
01-P00210	PEPSI COLA	C-CREDIT	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	052963	56.00-
		I-161330	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	052963	60.00
01-P00341	PITTS. COUNTY HEALTH DE	I-10/08/10	28 -5654210	CONCESSION SU FOOD HANDLER PERMITS	052967	5.00
01-S00190	SECURITY SYS. & ENG. IN	I-26488	28 -5654316	REPAIRS & MAJ ALARM MONITORING FEE	052972	60.00
01-S00726	STAPLES ADVANTAGE	I-07883	28 -5654210	CONCESSION SU CASH REG. FOR CONCESSION	052976	7.48
01-U00100	UNIFIRST HOLDINGS, L.P.	I-8240725653	28 -5654203	REPAIR & MAIN JANITORIALS SUPPLIES	052988	50.00
01-W00340	WALMART COMMUNITY BRC	I-005816	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	052990	42.90
		I-075381	28 -5654224	CATERING CATERING SUPPLIES	052990	115.96
			FUND 28 SE EXPO CTR/TOURISM FUND TOTAL:			2,334.16

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 PACKET: 95936 CLAIMS 11/23/10  
 VENDOR SET: 01  
 FUND : 29 E-911

REGULAR DEPARTMENT PAYMENT REGISTER

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VENDOR NAME	ITEM #	S/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-AC0033 AT&T	I-201011121962	29 -9324401	CAPITAL OUTLA E-911 EQUIPMENT LEASE	052868	2,403.33
01-RC0054 HAMPTON INN	I-10-00826	29 -9324331	EMPLOYEE TRAV HOTEL EXPENSE-CLERK	052918	329.00
01-IC0110 IMPRESS OFFICE SUPPLY	I-031513	29 -9324202	OPERATING SUP MISC. OFFICE SUPPLIES	052921	11.49
01-TC0089 TOTAL RADIO	I-11614	29 -9324201	OPERATING SUP 911 TRUCK LAP TOP MOUNT	052985	427.86
		FUND 29 E-911	TOTAL:		3,171.68



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## REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 05896 CLAIMS 11/23/10

VENDOR SET: 01

FUND : 32 GIFTS &amp; CONTRIBUTIONS

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
	DEBRAH WATKINS	I-10-01301	32 5215211	TULSA FAIR BO MEAL REIMB-TULSA FAIR	052575	188.83
	UTIL DONATION	I-201011161975	32 5215210	UTILITY DONAT CITY OF MOALESTER FOR HOLMAN	052876	50.00
	UTIL DONATION	I-201011161976	32 5215210	UTILITY DONAT CITY OF MOALESTER FOR REYNOLDS	052877	70.00
01-000826	COX COMMUNICATION					
		I-067218001	32 5215211	TULSA FAIR BO INTERNET ACCESS TULSA FAI	052903	129.95
01-100192	INN AT EXPO SQUARE					
		I-276	32 5215211	TULSA FAIR BO HOTEL EXP TULSA STATE FAI	052924	1,425.00
			FUND	32 GIFTS & CONTRIBUTIONS	TOTAL:	1,863.78

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 PACKET: 05936 CLAIMS 11/23/10  
 VENDOR SET: 01  
 FUND : 35 FLEET MAINTENANCE

REGULAR DEPARTMENT PAYMENT REGISTER

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-ACC772	AUTO PARTS CO					
	C-873644	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS AS NEEDED	052887	11.50-
	C-873673	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS AS NEEDED	052887	119.38-
	C-873748 CR	35 -5862203	REPAIRS & MAI	MISC PARTS AS NEEDED	052887	26.95-
	I-873073	35 -5862203	REPAIRS & MAI	MISC PARTS AS NEEDED	052887	53.34
	I-873087	35 -5862203	REPAIRS & MAI	MISC PARTS AS NEEDED	052887	54.96
	I-873118	35 -5862203	REPAIRS & MAI	MISC PARTS AS NEEDED	052887	56.64
	I-873148	35 -5862203	REPAIRS & MAI	MISC PARTS AS NEEDED	052887	19.77
	I-873209	35 -5862203	REPAIRS & MAI	MISC PARTS AS NEEDED	052887	129.42
	I-873210	35 -5862203	REPAIRS & MAI	MISC PARTS AS NEEDED	052887	191.48
	I-873237	35 -5862203	REPAIRS & MAI	MISC PARTS AS NEEDED	052887	91.18
	I-873250	35 -5862203	REPAIRS & MAI	MISC PARTS AS NEEDED	052887	46.85
	I-873266	35 -5862203	REPAIRS & MAI	MISC PARTS AS NEEDED	052887	6.35
	I-873279	35 -5862203	REPAIRS & MAI	MISC PARTS AS NEEDED	052888	136.90
	I-873334	35 -5862203	REPAIRS & MAI	MISC PARTS AS NEEDED	052888	119.36
	I-873338	35 -5862203	REPAIRS & MAI	MISC PARTS AS NEEDED	052888	13.40
	I-873339	35 -5862203	REPAIRS & MAI	MISC PARTS AS NEEDED	052888	99.46
	I-873414	35 -5862203	REPAIRS & MAI	MISC PARTS AS NEEDED	052888	20.61
	I-873479	35 -5862203	REPAIRS & MAI	MISC PARTS AS NEEDED	052888	179.00
	I-873492	35 -5862203	REPAIRS & MAI	MISC PARTS AS NEEDED	052888	44.01
	I-873495	35 -5862203	REPAIRS & MAI	MISC PARTS AS NEEDED	052888	60.51
	I-873496	35 -5862203	REPAIRS & MAI	MISC PARTS AS NEEDED	052888	225.90
	I-873514	35 -5862203	REPAIRS & MAI	MISC PARTS AS NEEDED	052888	11.65
	I-873526	35 -5862203	REPAIRS & MAI	MISC PARTS AS NEEDED	052888	63.01
	I-873552	35 -5862203	REPAIRS & MAI	MISC PARTS AS NEEDED	052888	30.60
	I-873561	35 -5862203	REPAIRS & MAI	MISC PARTS AS NEEDED	052888	111.94
	I-873577	35 -5862203	REPAIRS & MAI	MISC PARTS AS NEEDED	052888	40.30
	I-873620	35 -5862203	REPAIRS & MAI	MISC PARTS AS NEEDED	052888	14.48
	I-873636	35 -5862203	REPAIRS & MAI	MISC PARTS AS NEEDED	052888	13.59
	I-873640	35 -5862203	REPAIRS & MAI	MISC PARTS AS NEEDED	052888	19.80
	I-873643	35 -5862203	REPAIRS & MAI	MISC PARTS AS NEEDED	052888	26.67
	I-873671	35 -5862203	REPAIRS & MAI	MISC PARTS AS NEEDED	052888	102.91
	I-873674	35 -5862203	REPAIRS & MAI	MISC PARTS AS NEEDED	052888	35.91
	I-873675	35 -5862203	REPAIRS & MAI	MISC PARTS AS NEEDED	052888	27.02
	I-873684	35 -5862203	REPAIRS & MAI	MISC PARTS AS NEEDED	052888	26.95
	I-873686	35 -5862203	REPAIRS & MAI	MISC PARTS AS NEEDED	052888	171.68
	I-873722	35 -5862203	REPAIRS & MAI	FRONT END PARTS FOR C-5	052888	495.68
	I-873749	35 -5862203	REPAIRS & MAI	MISC PARTS AS NEEDED	052888	65.99
	I-873772	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS AS NEEDED	052889	98.50
	I-873785	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS AS NEEDED	052889	67.50
	I-873794	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS AS NEEDED	052889	164.08
	I-873795	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS AS NEEDED	052889	108.10
	I-873810	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS AS NEEDED	052889	76.99
	I-873835	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS AS NEEDED	052889	39.36
	I-873848	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS AS NEEDED	052889	142.00
	I-873866	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS AS NEEDED	052889	67.72
	I-873868	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS AS NEEDED	052889	32.34
	I-873882	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS AS NEEDED	052889	48.99
	I-873930	35 -5862203	REPAIRS & MAI	MISC AUTO PARTS AS NEEDED	052889	170.84

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 PACKET: 05936 CLAIMS 11/23/10  
 VENDOR SET: 01  
 FUND : 35 FLEET MAINTENANCE

REGULAR DEPARTMENT PAYMENT REGISTER

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00770	AUTO PARTS CO		continued			
		I-973931	35 -5862203	REPAIRS & MAI MISC AUTO PARTS AS NEEDED	052890	17.91
		I-973932	35 -5862203	REPAIRS & MAI MISC AUTO PARTS AS NEEDED	052891	20.67
		I-873965	35 -5862203	REPAIRS & MAI MISC AUTO PARTS AS NEEDED	052891	195.90
01-B00159	BEALES GOODYEAR TIRES					
		I-MC177465	35 -5862203	REPAIRS & MAI 6 TIRES-ROLLOFF TRUC	052892	1,070.64
		I-MC179021	35 -5862203	REPAIRS & MAI	052892	256.56
01-F00019	FLEETCOR TECHNOLOGIES					
		I-201011151971	35 -5862212	FUEL EXPENSE OCTOBER FUEL BILL-FLEET MGMT	052911	421.72
01-F00310	FRONTIER INTNL. TRUCKS,					
		I-807745	35 -5862203	REPAIRS & MAI MIRRORS FOR SW-11	052913	119.23
01-G00490	GRISOM IMPLEMENT INC					
		I-183681	35 -5862203	REPAIRS & MAI REPAIR PART FOR S-28	052916	324.00
		I-183683	35 -5862203	REPAIRS & MAI WINDOW FOR PK28	052916	100.00
01-K00190	KEYSTONE EQUIPMENT CO.					
		I-200252	35 -5862203	REPAIRS & MAI FUEL BENDING UNIT - PK28	052931	56.00
		I-200287	35 -5862203	REPAIRS & MAI WIPER ARMS - CFM BACKHOE	052931	120.00
01-L00189	LAWSON PRODUCTS, INC					
		I-9724722	35 -5862203	REPAIRS & MAI WELDING SUPPLIES-SHOP	052933	932.36
01-000075	O'REILLY AUTO PARTS					
		I-0230-277767	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	052953	16.65
		I-230-270240	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	052953	69.99
		I-230-271364	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	052953	21.35
		I-230-277743	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	052953	32.90
		I-230-282741	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	052953	113.94
		I-230-282762	35 -5862203	REPAIRS & MAI SMALL AUTO PARTS	052953	125.29
01-000122	OK TIRE					
		I-23474	35 -5862203	REPAIRS & MAI FRONT END ALIGNMENTS	052954	49.95
01-S00710	STANDARD MACHINE LLC					
		I-016110	35 -5862203	REPAIRS & MAI WATER PUMP & WATERPLANT	052907	340.54
01-W00040	WALMART COMMUNITY SRC					
		I-07490	35 -5862203	REPAIRS & MAI ANSWERING MACHINE/GARAGE	052990	49.95
			FUND 35 FLEET MAINTENANCE	TOTAL:		9,966.16

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REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 05936 CLAIMS 11/23/10

VENDOR SET: 01

FUND : 41 CIP FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-000670	CONTEC CONST.					
		1-2	41 -5865401	CAPITAL OUTLA SANDY CREEK CANAL WALL	052902	11,361.26
				FUND 41 CIP FUND	TOTAL:	11,361.26
					REPORT GRAND TOTAL:	352,156.37

## \*\* G/T ACCOUNT TOTALS \*\*

YEAR	ACCOUNT	NAME	AMOUNT	===== LINE ITEM =====		===== GROUP BUDGET =====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2010-2011	01 -2100	CLEET PAYABLE (COURT)	7,447.93				
	01 -2101	AVIS PAYABLE COURT	4,104.23				
	01 -2102	FORENSICS PAYABLE (COURT)	3,951.71				
	01 -2103	CRN PAYABLE (COURT)	42.77				
	01 -2106	COLLECTION AGENCY 104 1000	4,347.00				
	01 -4-0-608	AMBULANCES *NON-EXPENSE	289.29	420,000-	201,293.00-		
	01 -5101319	MISCELLANEOUS	7.00	1,000	1,993.00		
	01 -5101331	EMPLOYER TRAVEL & TRAININ	90.00	1,000	820.00		
	01 -5101350	ELECTIONS	587.40	10,000	15,412.60		
	01 -5210202	OPERATING SUPPLIES	70.43	5,000	4,438.46		
	01 -5210302	CONSULTANTS/LABOR RELATION	1,521.45	10,000	3,687.14-	Y	
	01 -5210331	EMPLOYEE TRAVEL & TRAININ	30.00	4,000	907.14		
	01 -5211202	OPERATING SUPPLIES	190.00	5,000	2,018.98		
	01 -5211331	EMPLOYEE TRAVEL & TRAININ	30.00	5,000	3,713.97		
	01 -5212202	OPERATING SUPPLIES	4.23	1,000	1,216.03		
	01 -5212317	ADVERTISING & PRINTING	17.25	8,000	7,074.33		
	01 -5212331	EMPLOYEE TRAVEL & TRAININ	30.00	2,500	1,463.43		
	01 -5213331	EMPLOYEE TRAVEL & TRAINING	89.00	1,100	651.00		
	01 -5214331	EMPLOYEE TRAVEL & TRAININ	70.00	300	30.00		
	01 -5215313	ELECTRIC UTILITY	11,515.20	360,000	238,704.76		
	01 -5225212	FUEL EXPENSE	92.01	0	365.73-	Y	
	01 -5320202	OPERATING EXPENSE	464.05	4,500	2,938.11		
	01 -5321202	OPERATING SUPPLIES	392.84	15,500	11,302.25		
	01 -5321212	FUEL EXPENSE	9,637.03	0	35,299.00-	Y	
	01 -5321308	CONTRACTED SERVICES	350.00	15,000	12,082.44		
	01 -5321316	REPAIRS & MAINTENANCE	154.50	2,000	1,490.50		
	01 -5322212	FUEL EXPENSE	623.45	0	1,762.21-	Y	
	01 -5431203	REPAIRS & MAINT SUPPLIES	487.88	10,000	3,604.56		
	01 -5431204	SMALL TOOLS	6.90	8,000	5,278.99		
	01 -5431207	CLOTHING ALLOWANCE	753.53	12,000	5,590.35		
	01 -5431212	FUEL EXPENSE	2,019.81	0	5,961.13-	Y	
	01 -5431305	PHYSICALS	1,350.00	3,250	2,400.00		
	01 -5431329	PROMOTIONAL	294.80	1,500	617.30		
	01 -5431330	DUSS & SUBSCRIPTIONS	2,352.00	3,400	6,686.00		
	01 -5432202	OPERATING SUPPLIES	1,095.43	10,000	2,942.86		
	01 -5432203	REPAIR & MAINT SUPPLIES	829.46	5,000	1,503.27		
	01 -5432308	CONTRACTED SERVICES	3,453.41	40,000	29,199.66		
	01 -5542202	OPERATING SUPPLIES	94.99	29,100	19,734.47		
	01 -5542203	REPAIRS & MAINT SUPPLIES	1,656.57	28,000	1,623.42		
	01 -5542212	FUEL EXPENSE	1,492.64	0	15,562.96-	Y	
	01 -5542308	CONTRACTED SERVICES	226.27	13,500	3,696.04		
	01 -5542326	INTERNET SERVICE	223.98	1,500	30.50		
	01 -5543202	OPERATING SUPPLIES	22.01	11,500	9,662.41		
	01 -5544202	OPERATING SUPPLIES	205.91	10,000	3,336.73		
	01 -5544212	FUEL EXPENSE	59.42	0	373.26-	Y	

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

YEAR	ACCOUNT	NAME	AMOUNT	LINE	ITEM	GROUP	BUDGET	OVER
				ANNUAL	BUDGET	ANNUAL	BUDGET	OVER
				BUDGET	AVAILABLE BUDG	BUDGET	AVAILABLE BUDG	
01	-5547010	FUEL EXPENSE	326.55	0	1,384.29-	Y		
01	-5548202	OPERATING SUPPLIES	64.58	1,500	981.54			
01	-5548203	REPAIRS & MAINTENANCE SUPP	1,903.68	49,000	26,571.25			
01	-5549212	FUEL EXPENSE	388.05	0	1,690.15-	Y		
01	-5652712	FUEL EXPENSE	232.69	0	1,649.93-	Y		
01	-5652331	EMPLOYEE TRAVEL & TRAINING	40.00	1,600	1,269.61			
01	-5653202	OPERATING SUPPLIES	661.68	2,000	182.17			
01	-5653712	FUEL EXPENSE	96.70	0	147.97-	Y		
01	-5653213	SAFETY SUPPLIES	248.97	6,000	670.44			
01	-5653308	CONTRACTED SERVICES	1,058.00	3,500	695.00			
01	-5653317	ADVERTISING & PRINTING	91.60	1,000	133.09			
01	-5653348	DRUG TESTING & MISC. FEES	1,123.10	8,000	4,099.60			
01	-5653402	CAPITAL OUTLAY	168.42	0	3,169.42-	Y		
01	-5865202	OPERATING SUPPLIES	37.41	4,000	1,750.21			
01	-5865203	REPAIR & MAINT SUPPLIES	1,139.37	40,000	20,843.20			
01	-5865704	SMALL TOOLS	294.12	2,500	1,151.86			
01	-5865212	FUEL EXPENSE	1,867.56	0	6,596.56-	Y		
01	-5865218	STREET REPAIRS & MAINTENANCE	11,152.56	200,000	6,371.02			
02	-5216202	OPERATING SUPPLIES	1,731.82	15,000	12,484.31			
02	-5216317	POSTAGE	10,000.00	45,000	25,000.00			
02	-5267314	GAS UTILITY	9.14	6,500	6,409.34			
02	-5267315	TELEPHONE UTILITY	2,592.46	46,000	28,292.13			
02	-5866202	OPERATING SUPPLIES	43.50	1,000	730.10			
02	-5866230	RECYCLING CENTER EXPENSE	333.53	8,000	4,291.28			
02	-5866306	CONTRACTED REFUSE SERVICES	134,158.93	1,570,530	1,038,363.98			
02	-5871200	OPERATING SUPPLIES	78.88	4,000	3,031.73			
02	-5871302	CONSULTANTS/COMP & SW PHASE	1,360.00	89,000	82,560.00			
02	-5901202	OPERATING SUPPLIES	57.94	3,750	1,575.58			
02	-5932003	REPAIRS & MAINT SUPPLIES	2,604.62	57,500	30,190.97			
02	-5933304	LAB TESTING	540.94	27,500	19,654.30			
02	-5933316	REPAIRS & MAINTENANCE	53.58	46,500	37,258.92			
02	-5974203	REPAIRS & MAINT SUPPLIES	3,973.25	44,000	603.17			
02	-5974206	CHEMICALS	27,681.01	344,000	111,845.69			
02	-5974212	FUEL EXPENSE	1,199.48	0	4,211.81-	Y		
02	-5974304	LAB TESTING	3,932.59	38,000	14,315.42			
02	-5974316	REPAIRS & MAINTENANCE	1,960.00	52,840	69.43			
02	-5975202	OPERATING SUPPLIES	30.00	29,090	20,327.39			
02	-5975209	UTILITY MAINTENANCE SUPP.	2,474.45	30,500	6,265.17			
02	-5975211	WATER METERS	2,827.78	30,200	34,094.50			
02	-5975216	STREET REPAIRS & MAINTENANCE	1,543.54	126,350	71,180.00			
02	-5975329	INTERNET SERVICE	59.92	660	360.25			
05	-5218313	ELECTRIC UTILITY	181.50	0,900	7,414.10			
08	-5549212	FUEL EXPENSE	725.87	0	1,796.76-	Y		
09	-5549308	CONTRACT SERVICES	339.00	17,000	11,599.00			
09	-5864410	LAND IMPROVEMENTS	21,000.00	175,750	52,354.15			

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	11 -5220336	FEE	100.00	0	100.00-	Y	
	27 -5655401	CAPITAL OUTLAY	10,882.20	100,000	91,885.05		
	28 -5654203	REPAIR & MAINT SUPPLIES	239.01	15,000	1,565.35		
	28 -5654210	CONCESSION SUPPLIES	79.38	25,000	12,071.19		
	28 -5654224	CATERING	115.96	1,000	744.04		
	28 -5654305	CONTRACT SERVICES	219.70	2,000	1,563.35		
	28 -5654316	REPAIRS & MAINTENANCE	1,680.00	15,000	314.57	Y	
	29 -5324202	OPERATING SUPPLIES	440.35	5,000	2,409.46		
	29 -5324331	EMPLOYEE TRAVEL & TRAINING	323.00	5,000	3,402.10		
	29 -5324401	CAPITAL OUTLAY	2,403.32	100,000	91,832.35		
	31 -5215210	UTILITY DONATION EXPENSE	120.00	500	743.91		
	32 -5215211	TULSA FAIR BOOTH EXPENSE	1,743.75	5,281	1,892.83		
	35 -5862203	REPAIRS & MAINTENANCE SUPP	9,544.74	450,000	374,621.64		
	35 -5862212	FUEL EXPENSE	421.72	0	1,616.51-	Y	
	41 -5865401	CAPITAL OUTLAY	11,361.26	10,798	5,260.50		
** 2010-2011 YEAR TOTALS **			352,156.37				

NO ERRORS

\*\* END OF REPORT \*\*

11/16/2010 9:20 AM  
 PACKET: 05936 CLAIMS 11/23/10  
 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	11/2010	83,673.02CR
02	11/2010	206,557.39CR
05	11/2010	121.50CR
08	11/2010	1,124.87CR
09	11/2010	21,000.00CR
11	11/2010	100.00CR
27	11/2010	10,682.20CR
28	11/2010	2,334.15CR
29	11/2010	3,171.68CR
32	11/2010	1,863.76CR
35	11/2010	9,966.46CR
41	11/2010	11,361.26CR
=====		
ALL		352,156.37CR



November 9, 2010

City of McAlester  
Attn: Cora Middleton  
P.O. Box 219  
McAlester, OK 74502-0578

RE: Member : City of McAlester  
Claimant : Shane Luevano  
Claim No. : 29861-BJ  
Date of Loss : 08/01/10

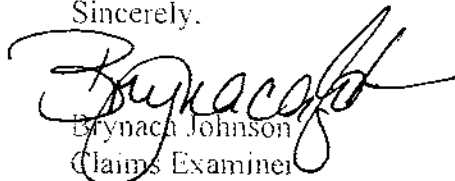
Dear Ms. Middleton:

We have completed our investigation regarding the above referenced claim. It is our recommendation to the City of McAlester that this claim be denied. We find no liability on the City's part regarding this incident.

Under the Governmental Tort Claims Act, 51 Okla. Sec. 157(A), these claims will be deemed denied ninety (90) days after they were received by the City of McAlester. Stat. Sec. 157 (B) requires any lawsuit under the Act to be commenced within one hundred eighty (180) days after denial of the claim. Thus to begin the 180-day statute of limitations before the passage of ninety days, we suggest you docket this claim for denial at the next meeting of your municipal governing body. For the 180-day period to start running, the claimant must be notified at the address on the claim within five (5) days of the denial. To document compliance with the Act, we recommend that you send notice of denial of the claim by certified mail.

Please advise us as soon as possible of any official action taken by the municipal governing body on denial of this claim.

Sincerely,

  
Brynagh Johnson  
Claims Examiner



# McAlester City Council

## AGENDA REPORT

Meeting Date: 11/23/10  
Department: City Manager  
Mark Wilkett, President  
Prepared By: Pride of McAlester  
Date Prepared: 11/02/10

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

### Subject

Presentation, accept and place on file, a Quarterly Report by the Pride-In-McAlester. *(Mark Wilkett, President)*

### Recommendation

### Discussion

### Approved By

		Initial	Date
Department Head		PJS	11/02/10
City Manager	P. Stasiak	<i>PJS</i>	11/16/10

11:35 AM  
10/22/10  
Accrual Basis

Pride in McAlester  
Profit & Loss  
July through September 2010

	Jul - Sep 10
Ordinary Income/Expense	
Income	
Direct Public Support	
Corporate Contributions	150.00
Gifts in Kind - Goods	400.00
Total Direct Public Support	550.00
Discounts Earned	17.28
Other Types of Income	
Grants	8,475.00
Total Other Types of Income	8,475.00
Program Income	
Fund Raisers	
Bin Pick Up	100.00
Garage Sale	7,885.09
Fund Raisers - Other	80.00
Total Fund Raisers	8,065.09
Special Projects	
OKLA Theatre	45.00
Total Special Projects	45.00
Total Program Income	8,110.09
Total Income	17,152.37
Expense	
Advertising	521.47
Facilities and Equipment	
Insurance	275.00
Lease Equipment	66.86
Maintenance	300.00
Rent - Office	900.00
Total Facilities and Equipment	1,541.86
Fees - Misc.	220.00
Fund Raiser Expense	197.50
Garage Sale Expense	
Maint. - Plaza	197.20
Newspaper Ads	130.00
Other misc. expenses	660.09
Rent - Plaza	1,500.00
Sales Tax	-22.69
Utilities - Pride Plaza	672.92
Total Garage Sale Expense	3,137.52
Misc. Clean Up Expense	158.07
Office Supplies	1,151.86
Payroll Expenses	
Payroll Tax	559.23
Wages	6,615.00
Total Payroll Expenses	7,174.23
Project Expense	
Awards	111.90
Waste/Bin Removal	1,033.20
Total Project Expense	1,145.10
Special Projects Expense	
OKLA	111.13
Total Special Projects Expense	111.13
Telephone, Telecommunications	422.05

11:35 AM  
10/22/10  
Accrual Basis

**Pride In McAlester**  
**Profit & Loss**  
July through September 2010

	Jul - Sep 10
Travel and Meetings	
Travel	100.00
Travel and Meetings - Other	50.00
Total Travel and Meetings	150.00
Total Expense	15,930.79
Net Ordinary Income	1,221.58
Net Income	1,221.58



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VOLUME 1 EDITION 8 AUGUST 2010

## OKLA Theater renovation project kicks off

Pride In McAlester, partnering with McAlester Main Street Association, the McAlester Chamber of Commerce, McAlester Army Ammunitions Plant, and Narconon, is planning a series of events to begin raising funds for the OKLA Theatre renovation project. This is an exciting time for all of us and we are thrilled to be moving forward with the project.

**Cleanup of the OKLA Theater** is scheduled for **August 28**. We will have approximately 10 volunteers coming from Narconon and will need to recruit additional volunteers from the community. Volunteers will need to bring basic cleaning supplies with them. Recommended items to bring include gloves, paper towels, trash bags, brooms, dust pans, mops, rags, and plastic buckets. *We need your help. Please call the PIM office at 426-4444 to volunteer.*

**Tours of the OKLA Theater Balcony** and an **OKLA T-Shirt Sale** will take place on **September 18** during the National Chili Cook-off.

The big **Downtown McAlester event** is being planned for **October 23**. The first events of the day will be the **10K and Family Relay** runs, with check-in from 8:00-8:45 a.m. Additional events of the day will include a live band from 1:00-4:00 p.m.; Boston Cream Pie Contest; Best Salsa Contest; Halloween Costume Swap event; Health/Fitness activities; 'Take Back McAlester' cam-



campaign launch, and a Karaoke Contest from 4:00-6:00 p.m. at the Golden Buckle Restaurant. The day will be brought to a close with an Evening Violins and Fiddles Concert to be held at the Masonic Scottish Rites Temple from 7:00-10:00 p.m. Performing at the concert will be Michael Ginsburg, Kathy Brod, Kevin Priddle, and Jana Jae and her band.

This series of events is an ambitious undertaking and we encourage anyone who is interested in this project to become involved.

Additional details on the events will be provided in the days ahead.

## Narconon launching 'Take Back McAlester'

Narconon is planning to launch its 'Take Back McAlester' campaign Saturday, October 23, in conjunction with Pride In McAlester's 'Downtown McAlester' event.

The Narconon Network has over 120 rehabilitation and drug prevention centers around the world. They are dedicated to eliminating drug abuse through drug prevention, education, and rehabilitation.

The 'Take Back McAlester' campaign will focus on taking the city back from the hold of drugs and alcohol and their devastating effects on families in the McAlester community. Plans include an extensive education program focused on reaching kids age 5 through Senior High and Narconon's support of arts and humanities programs in the McAlester area.



Pride in McAlester, 113 N 1st, McAlester, OK 74501

Phone: (918)426-4444 Fax: (918)426-4484

Email: [pim@prideinmcalester.com](mailto:pim@prideinmcalester.com) Web: [www.PrideinMcAlester.com](http://www.PrideinMcAlester.com)

# September 2010

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2 BOD Meeting 3:30 pm PIM Office	3	4
5	6	7	8	9 Organization Mtg 6:30 pm PIM Office	10	11
12	13	14	15	16	17	18 Chili Cook-off and Tours of OKLA
19	20	21	22	23	24	25
26	27	28	29	30		

## Concert Violinist Michael Ginsburg to perform benefit concert for OKLA Theater restoration project

At the age of three when most children were playing with their toys, Michael Ginsburg was exploring the violin. By the time he was five, Ginsburg was performing at various venues around his home state of Pennsylvania. Around the same time, he became interested in Scottish Fiddle music and competing in Scottish Games. He placed first in numerous local competitions and at age 10 won third place in a national Scottish fiddling contest for age 16 and under.



Ginsburg spent a year in Israel during which he continued his violin studies and played in an international orchestra and at various events. Upon his return to the United States, he was chosen to be first chair violin for the New England Youth Conservatory Orchestra, one of the more prestigious music programs in the country.

While at the New England Conservatory, Ginsburg studied with Marylou Speaker-Churchill, principal second violinist of the Boston Symphony Orchestra. He also studied for many years and was inspired by Earl Carlyss of the Julliard Quartet and the Peabody Conservatory of Music.

In 2006 Ginsburg moved to Oklahoma where he began teaching violin/fiddle and promoting music in southeastern Oklahoma. He won first place in the Open Fiddling contest for the State of Oklahoma at the State Fair in

2007. During this time, he sought out renowned fiddle player, Jana Jae. Believing that together their music would truly show people the endless possibilities of their craft, Ginsburg and Jae have teamed up to introduce and teach young children about the violin.

Ginsburg's passion for music has led him into a career of teaching violin. His students have ranged from a four year old to a 75 year old Korean War veteran. Since being in the McAlester area, Ginsburg has shared his passion for the violin with events at schools, churches, and community functions. He has played benefit concerts for non-profit organizations to further his dream of seeing a McAlester Community Fine Arts Center established. His vision includes a safe place for people of all ages to come and explore their creativity, their talents, and new cultures. Ginsburg has a lifelong goal to help people realize their true artistic potential and show them that it is possible for their dreams to come true. In addition to his work with music, he is a strong proponent of a drug free lifestyle and is working closely with Narconon Arrowhead and incorporating this message into his teaching.

Ginsburg has also had the privilege of doing concerts and teaching music camps with Jana Jae, his fiddling mentor, who was a member of the Buck Owen's Buckaroos and a regular on the long running comedy show, *Hee Haw*.

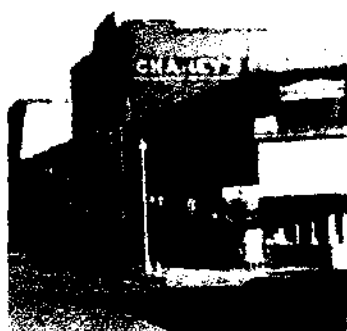
McAlester residents will have the opportunity to experience and enjoy his music at the OKLA Theater benefit concert scheduled for October 23 at the Masonic Scottish Rites Temple from 7:00-10:00 p.m. Kevin Priddle, Kathy Brod, and Jana Jae along with her band will also perform at the concert.



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VOLUME 1 EDITION 9 SEPTEMBER 2010

## Pride In McAlester announces OKLA Theater fund raising events scheduled for September and October



Pride In McAlester, Narconon Arrowhead, McAlester Main Street Association, McAlester Chamber of Commerce, Hope House of McAlester, and Westwood Construction are partnering to host events to raise funds for the OKLA Theater restoration project.

On September 18, Pride In McAlester is offering OKLA Theater Balcony Tours. The tours are free and concessions will be available at a minimal cost. OKLA Theatre t-shirts will be sold at the event. The OKLA will be open for tours during the National Chili Cook-off.

A full day of events will take place on October 23 on downtown Choctaw Street. Narconon Arrowhead will kick-off their 'Take McAlester Back' campaign. Community education regarding drug and alcohol awareness is the primary focus of this campaign.

Registration forms for the events can be obtained at the Pride In McAlester office at 113 N. Main Street. Tickets for the evening concert are available from Pride In McAlester, McAlester Main Street Association, McAlester Chamber of Commerce, and Narconon. All proceeds from the September 18 and October 23 events will be used to begin the OKLA Theater restoration project.

Volunteers are needed to assist in giving the OKLA Theater balcony tours and sell concessions. We also need help with the October 23 events. Please contact the Pride In McAlester office at 918-426-4444 if you can help on either day.

### SEPTEMBER 18, 2010

#### OKLA Theater Balcony Tours & T-shirt Sale

- ♦ Free OKLA Theater Balcony Tours (open during National Chili Cook-off). Cotton Candy, Soft Drinks, Popcorn, and Sno Cones will be available for \$1.00 each. OKLA T-shirts will be sold for \$15.00 each.

### OCTOBER 23, 2010

#### 'Take McAlester Back' Campaign Kick-off

- ♦ Narconon will host events throughout the day
- ♦ Main Stage

#### First Annual McAlester Red Ribbon Run

- ♦ Check in 8:00-8:30 a.m. Runs start at 8:45 a.m.
- ♦ 10 K Run
- ♦ Entry fee: \$20.00 per person
- ♦ Family Relay
- ♦ Entry fee: \$25.00 per family

#### Children's Theater Presentation (Free)

- ♦ 12:00-1:00 p.m.
- ♦ Main Stage

#### Live Bands (Free)

- ♦ 1:00-4:00 p.m.
- ♦ Main Stage

#### Best Boston Crème Pie Contest

- ♦ Check-in begins at 1:00 p.m.
- ♦ Judging begins at 1:30 p.m.
- ♦ Entry Fee: \$5.00
- ♦ 200 block of Choctaw Ave

#### Halloween Costume Swap (Free)

- ♦ 1:00-6:00 p.m.
- ♦ Next to Gold Buckle

#### Best Salsa Contest

- ♦ Check-in begins at 2:00 p.m.
- ♦ Judging begins at 2:30 p.m.
- ♦ Entry Fee: \$5.00
- ♦ 200 block of Choctaw Ave

#### Family Fun Health & Fitness

- ♦ 1:00-6:00 p.m.
- ♦ 200 block of Choctaw Ave

#### Karaoke Contest at Gold Buckle

- ♦ 4:00-6:00 p.m.
- ♦ Entry fee: \$10.00 per song

#### Evening Concert featuring Michael Ginsburg; Jana Jae with her band; and Kevin Priddle

- ♦ 7:00-10:00 p.m.
- ♦ Masonic Scottish Rites Temple
- ♦ \$20 general seating / \$50 reserved seating



Pride in McAlester, 113 N 1st, McAlester, OK 74501

Phone: (918)426-4444 Fax: (918)426-4184

Email: [pim@prideinmcalester.com](mailto:pim@prideinmcalester.com) Web: [www.PrideinMcAlester.com](http://www.PrideinMcAlester.com)

# October 2010

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7 BOD Meeting 3:30 pm PIM Office	8	9 Fall Cleanup
10	11	12	13	14 Organization Mtg 6:00 pm PIM Office	15	16 Fall Cleanup
17	18	19	20	21	22	23 'TAKE McALESTER BACK' & OKLA PROJECT EVENTS DOWNTOWN CHOCTAW
24	25	26	27	28	29	30
30	31					



**PIM FALL  
CLEANUP  
OCTOBER 2  
AND  
OCTOBER 9**

*Additional  
details will be  
available soon.*

## Pride volunteer groups tackle downtown theater

Volunteers from Pride In McAlester, Narconon Arrowhead, Westwood Construction, Hope House and Interior Resources converged on the OKLA Theater August 28 with the same interest in mind - clean up the OKLA.

More than 30 people arrived armed with cleaning supplies, vacuums, brooms, ladders and various tools as the first step in seeing the OKLA Theater Project take shape. Old props, paint and debris filled to capacity a 25 yard roll-off box and several utility trailer loads, and approximately 67 yards of debris were hauled away. Fundraising for the project has begun.

**A second cleanup date is scheduled for September 11 at 9:00 am.** We hope you'll join in the cleanup as we prepare for the OKLA Balcony tours September 18.



From left Pride In McAlester's Carol Bishop presents the Xtra Mile Award to Dr. David Donathan and his wife, Charlotte Donathan, in appreciation for their commitment to making McAlester a more beautiful place as PIM President Mark Wilkett looks on. The Donathans recently re-landscaped the front area of their dental office on South Third Street. The focal point of the landscaping is a fountain flowing out of a large rock (pictured).

If you notice someone who is making a difference and would like to nominate them for the Xtra Mile Award, contact the Pride office at 918-426-4444.

Pride in McAlester, 113 N 1st, McAlester, OK 74501

Phone: (918)426-4444 Fax: (918)426-4484

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MY HOME • OUR COMMUNITY • THEIR FUTURE

VOLUME 1 EDITION 10 OCTOBER 2010

## OKLA Theater Renovation Kick-off Celebration and 'Take McAlester Back' kick-off scheduled for Saturday, October 23

October 23 promises to be a day of fun for the entire family; that is, if you're downtown on Choctaw Avenue! Numerous local groups have joined together to kick off the OKLA Theater Renovation project and the 'Take McAlester Back' campaign. All proceeds from this event will be used for the OKLA Theater Renovation project.

The OKLA Theater first opened in 1931 and is listed on the National Register of Historic Places. Renovating the theater will be a long and costly process, but will be well worth the effort when we can once again open the doors for business. It is anticipated that completion of the project will provide McAlester residents with a venue suitable for movies, plays, concerts, business meetings and more. Your support of the October 23 Kick-off Celebration will allow us to begin the long-awaited process.

In honor of National Red Ribbon Week, the day will begin with McAlester's First Annual Red Ribbon Run. Red Ribbon Week brings people together to raise awareness of the dangers of alcohol, tobacco and other drugs, and encourages prevention, early intervention, and treatment services. The Red Ribbon Run will consist of a 10k Run, 5k Run, and Family Relay and is being sponsored by Narconon Arrowhead.

Rather eat than run? Consider entering the Best Salsa and Best Boston Cream Pie Contests. In the mood for a little music? Hang out near the main stage and hear a variety of bands throughout the day. Just feel the need to sing along? Then the Karaoke Contest is just right for you! Kids trying to decide what to be for Halloween? Our Halloween Costume Exchange will give them the opportunity to trade their old costume for someone else's gently used costume. Interested in community theater? Don't miss this opportunity to see a free McAlester Community Theatre Presentation. Remembering the fun you had at the OKLA Theater years ago? Take a moment to tour the OKLA Theater Balcony and purchase an OKLA Theater t-shirt. Children will enjoy the inflatables, rock wall, and more. Visit with vendors along

Choctaw Avenue and don't forget to stop by the Sponsors' Booth to purchase raffle tickets for your chance to win a variety of prizes - including an acoustic guitar donated by The Music Store. Young, old, or in between, there will be something for everyone to enjoy!



Jana Jae

Michael Gins-

The grand finale of the Celebration will be the evening Benefit Concert to be held at the Masonic Scottish Rites Temple from 7:00 p.m. - 9:30 p.m. The concert will feature Michael Ginsburg, fiddle; Jana Jae, fiddle; Kathy Brod, piano; and Kevin Priddle, guitar. General seating tickets are \$20.00 and reserved seating tickets are \$50.00. You can purchase tickets in advance by contacting Pride In McAlester, the McAlester Chamber of Commerce, or McAlester Main Street Association. Tickets will also be available at the Sponsors' Booth on October 23 and at the door Saturday evening.



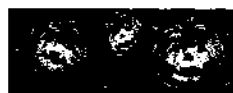
### PET PARADE

**SATURDAY, OCTOBER 30**

1:30PM LINE UP / 2:00PM BEGIN

TIME TO DRESS YOUR PET IN HIS  
HALLOWEEN BEST!

CONTACT  
KATHY WALL AT  
918-423-8888



### FALL CLEANUP CAMPAIGN

**SATURDAY, OCT 23**

9:00 am to 4:00 pm

**SUNDAY, OCT 24**

1:00 pm to 4:00 pm

**AT 319 E. POLK ONLY**

Pride in McAlester, 113 N 1st, McAlester, OK 74501

Phone: (918)426-4444 Fax: (918)426-4484

Email: [pim@prideinmcalester.com](mailto:pim@prideinmcalester.com) / Web: [www.PrideinMcAlester.com](http://www.PrideinMcAlester.com)

# November 2010

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4 BOD Meeting 3:30 pm PIM Office	5	6
7	8	9	10	11 Organization Mtg 6:30 pm PIM Office	12	13
14	15	16 KOB Awards Banquet in OKC Call PIM for tickets	17	18	19	20
21	22	23	24	25 Thanksgiving Day	26	27
28	29	30				

## OKLA THEATER RENOVATION KICK-OFF CELEBRATION and 'TAKE McALESTER BACK' SCHEDULE OF EVENTS

8am-6:00pm	Free OKLA Theater Balcony Tours Vendors and Activities for the Family
8:00am	10k/5k/Family Relay (check in at the McAlester Courthouse)
9:00am	10k/5k/Family Relay – runs begin
10:30-11:00am	Race Awards Presentation
11:00-11:30am	History of Red Ribbon Week
11:30am-12:00pm	Drug Free Pledge
12:00-12:30pm	McAlester Community Theatre Presentation
12:30-1:00pm	Law Enforcement Demonstration
1:00-2:00pm	Best Boston Cream Pie Contest
1:00-6:00pm	Halloween Costume Swap **Granny's Café building on 1 <sup>st</sup> Street
2:00-3:00pm	Best Salsa Contest
3:00-4:00pm	Blue Mountain Music
4:00-4:15pm	Announcement of Cream Pie and Salsa Contest Winners and Raffle Ticket Drawing
4:15-6:00pm	Karaoke Contest
7:00-9:30pm	OKLA Theater Benefit Concert featuring Jana Jae, Michael Ginsburg, Kathy Brod, and Kevin Priddle. The Master of Ceremonies will be comedian Argus Hamilton.

CALL 918-426-4444 FOR ADDITIONAL INFORMATION.



Pride In McAlester representatives Mark Wilkett and Carol Bishop present the 'Xtra Mile Award' to Jordan Austin (center) for his hard work in the beautification of vacant properties on East Monroe, just east of 6th Street. Austin not only cleaned up the vacant lots; he planted a huge garden with several benches placed around the garden. To further enhance the garden, he planted shrubs. Our hats are off to Austin for helping to make McAlester a better place in which to live.

**WE DESPERATELY NEED  
PRIDE MEMBERS TO STEP  
UP AND VOLUNTEER TO  
HELP WITH THE OCTOBER  
EVENTS. CALL 426-4444**



Pride in McAlester, 113 N 1st, McAlester, OK 74501

Phone: (918)426-4444 Fax: (918)426-4484

Email: [pim@prideinmcalester.com](mailto:pim@prideinmcalester.com) Web: [www.PrideinMcAlester.com](http://www.PrideinMcAlester.com)



# McAlester City Council

## AGENDA REPORT

Meeting Date: 11/23/10 Item Number: 2  
Department: Finance  
Prepared By: Gayla Duke Account Code: \_\_\_\_\_  
Date Prepared: 11/02/10 Budgeted Amount: \_\_\_\_\_  
Exhibits: 1 - Minutes from A&F Mtg

### Subject

Consider, and act upon, a recommendation by the Audit & Finance Advisory Committee for the City Staff to prepare a Request for Proposal (RFP) to solicit for a Bond Finance Representative for the City of McAlester.

### Recommendation

A motion to approve the recommendation by the Audit and Finance Advisory Committee to solicit proposals for a City of McAlester Bond Finance Representative.

### Discussion

### Approved By

		Initial	Date
Department Head		GDD	11/02/10
City Manager	P. Stasiak	<i>PJS</i>	11/15/10

**PRELIMINARY  
MINUTES**

**Audit & Finance Advisory Committee Meeting  
Wednesday, November 2, 2010  
Conference Room, 2<sup>nd</sup> Floor, City Hall  
28 E. Washington, McAlester, OK 74501**

Committee Members Present: Mayor, Kevin Priddle; Mr. Gail Watkins; Mr. Mike Kern; and Mr. Walter Bethune Mr. John Titsworth; and Vice-Mayor, John Browne

Committee Members Absent: None

Staff Members Present: Mr. Peter J. Stasiak, City Manager; Ms. Gayla Duke, Chief Financial Officer; and Ms. Linda Daniels, Executive Assistant

Others Present: Mr. Mel Stubbings and Mr. Sam Mason

---

Pursuant to notice duly given, the Special Meeting of the Audit and Finance Advisory Committee convened at 4:00 p.m. on November 2, 2010.

**1. Call to Order**

The meeting was called to order by Mayor Priddle who ascertained that a quorum was present and called the meeting to order.

**2. Approval of Minutes**

Vice-Mayor Browne moved that the Minutes of the previous meeting, be approved and seconded by Mr. Titsworth.

Aye: Mayor, Kevin Priddle; Mr. Gail Watkins; Mr. Mike Kern; and Mr. Walter Bethune Mr. John Titsworth; and Vice-Mayor, John Browne.

Naye: None

Motion passed unanimously.

3. Consider, and act upon selection of Chair and Vice Chair

The item was tabled until the end of the meeting. A motion was made by Mayor Priddle to nominate Mr. Kerns as Chairman of the Audit and Finance Advisory Committee. Mr. Kerns stated that he is removing his name from nomination, but will continue to stay on the Committee. Mayor Priddle asked for other nominations, but no additional nominations were made. Mayor Priddle said that he would continue to look for a Committee Chairman.

4. Discussion and possible action, Telephone Conference with Municipal Finance Services, Inc. regarding City of McAlester Bond Issues

Mr. Wolff by telephone conference presented a recap from the last Audit and Finance Advisory Committee Meeting on October 22, 2010, which included the Revenue Bond Refunding Analysis for the 2003B & 2004 Sales Tax Revenue Bonds (ED Taxable Bond Issues and 1999A Utility System Refunding & Improvement Revenue Bonds). At this point, Ms. Gayla Duke, CFO distributed an additional Refunding Scenarios for the 1999A Bonds that were prepared by Mr. Wolff.

The Committee and Staff discussed various aspects of the financing options and what approach to bond refinancing would be the most practical and equitable. The consensus was that the 1999A Bonds were very complex and the 2003B and 2004 Bonds were very doable. No decisions were made regarding any of the bond issues presented.

After a lengthy discussion Mayor Priddle thanked Mr. Wolf for his hard work and time.

5. Discussion and possible action regarding the methodology and choice of bond finance representative

Mayor Priddle said that we have a responsibility to research all options with regards to who assists with issues concerning the Bond issues and suggested that the Committee go out with a RFP to solicit a Bond Finance Representative. The purpose of this Request for Proposal is to solicit competitive proposals from qualified firms to provide bond counsel and related services to the City of McAlester. Mr. Stasiak, City Manager

stated that the Committee has to be completely transparent and everyone has to be on board. It's got to be completely flawless.

After considerable discussion, a motion was made by Vice-Mayor Browne to recommend to the City Council that the City Staff prepare a Request for Proposal (RFP) to solicit for a Bond Finance Representative for the City of McAlester. Seconded by Mr. Kerns.

Aye: Mayor, Kevin Priddle; Mr. Gail Watkins; Mr. Mike Kern; and Mr. Walter Bethune Mr. John Titsworth; and Vice-Mayor, John Browne.

Naye: None

Motion passed unanimously.

#### 5. Adjourn

There being no further business, Vice-Mayor, Browne made the motion to adjourn, and seconded by Mr. Watkins.

Aye: Mayor, Kevin Priddle; Mr. Gail Watkins; Mr. Mike Kern; and Mr. Walter Bethune Mr. John Titsworth; and Vice-Mayor, John Browne.

Naye: None

Motion passed unanimously.

The meeting was adjourned at 6:00 p.m.

Attachments on File.

APPROVAL:

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

\_\_\_\_\_  
Date



# McAlester City Council

## AGENDA REPORT

Meeting Date: November 23, 2010  
Department: Finance  
Prepared By: Gayla Duke  
Date Prepared: November 15, 2010

Item Number: 3  
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	11/15/10
City Manager	P. Stasiak <i>PJS</i>	11/16/10

**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
015	11/9/10	01	General Fund	Appropriate FB-contractual serv.	-	16,115.00
016	11/23/10	01	General Fund	Approp. FB & Grant Rev. correct	6,000.00	17,000.00
					<b>16,500.00</b>	<b>43,615.00</b>
007	8/24/10	27	Tourism Fund	Approp. FB for tourism projects	-	3,000.00
017	11/23/10	27	Tourism Fund	Appropriate FB for tourism	-	8,125.00
					-	<b>11,125.00</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
012	10/12/10	32	Gifts & Contributions	Appropriate Donations, etc.	20,682.60	20,682.60
					<b>25,772.60</b>	<b>52,774.31</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
011	10/12/10	41	Repayment (CIP)	Approp. Fund Bal for Capital	-	44,600.00
013	10/26/10	41	Repayment (CIP)	Approp. Fund Bal for Capital	-	125,000.00
014	11/9/10	41	Repayment (CIP)	Approp. Fund Bal for Capital	-	24,000.00
					-	<b>2,546,507.00</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>



**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 Exhibit A1 through A2, 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 23rd day of November, 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 23rd day of November, 2010.**

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

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
01	4-0-300		Grant Revenue - Highway Safety	24,000.00	6,000.00	30,000.00
01	4-0-999		Appropriated Fund Balance	16,115.00	11,000.00	27,115.00
			Total		17,000.00	

[illegible]

Original Budget - Revenues ***	\$ 12,881,285	*** Does not include appropriated fund balance.
Amendments	16,500	
Current Budget - Revenues	\$ 12,897,785	
Original Budget - Expenditures	\$ 12,881,285	
Amendments	43,615	
Current Budget - Expenditures	\$ 12,924,900	

Appropriate Highway Safety Grant revenue to correct total amount of Grant and also appropriate  
fund balance from prior to correct the budget as well as transferring funds designated for

Sunbelt Classic Tournament. Grant total is \$30,000 with \$23,000 designated for wages, \$1,000 for software, and \$6,000 for equipment. The \$6,000 was in the original budget. Had intended to pull items from budget until we found out the exact award, but failed to pull all items. This will correct.

Posted By	Date	BA#	Pkt.#
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A1011-016

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
27	4-0-999		Appropriated Fund Balance	254,531.00	8,125.00	262,656.00
			Total		8,125.00	

[illegible]

Original Budget - Revenues ***	\$ 415,600	*** Does not include appropriated fund balance.
Amendments	-	
Current Budget - Revenues	\$ 415,600	
Original Budget - Expenditures	\$ 667,131	
Amendments	11,125	
Current Budget - Expenditures	\$ 678,256	

Appropriate funds to be used for tourism project, M. West Concert, as approved by Council on  
September 28, 2010.

**Attest:**

Posted By \_\_\_\_\_ Date \_\_\_\_\_ BA# \_\_\_\_\_ Pkt.# \_\_\_\_\_

A1011-017



# McAlester City Council

## AGENDA REPORT

Meeting Date:	November 23, 2010	Item Number:	4
Department:	City Manager		
Prepared By:	Peter Stasiak, CM	Account Code:	
Date Prepared:	11/16/10	Budgeted Amount:	
		Exhibits:	2

### Subject

Consider and act upon an adoption of modification of E911 Oversight and Advisory Board Resolution from Pittsburg County Commissioners.

### Recommendation

Staff recommends approving Resolution with modification of paragraph involving members to constitute the Board.

### Discussion

### Approved By

	Initial	Date
Department Head		
City Manager	P. Stasiak <i>PJS</i>	11/16/10

## RESOLUTION

**Whereas,** the Pittsburg County Board of Commissioners met in regular session on November 8, 2010.

**Whereas,** the Board of County Commissioners shall form the Pittsburg County 911/E911 Oversight and Advisory Board. This board shall meet and oversee the functions of the 911/E911 system and make recommendations to the board of county commissioners for action when the county commissioners deem necessary.

The purpose of this board is to advise the county commissioners on the most efficient way for the 911/E911 system to operate, and to provide oversight of the tax dollars provided by the county to the 911/E911 system.

**Whereas,** this board shall meet monthly with the E911 coordinator, and report to the Board of County Commissioners in writing on the next Monday following the meeting.

**Whereas,** the E911 Coordinator shall provide, furnished by the City of McAlester, a monthly financial statement, including all 911/E911 monies paid to the City of McAlester and specific details of expenditures since September 2007 to the Oversight and Advisory Board. The E911 Coordinator shall provide, but shall not be limited to, a current status of the 911/E911 system, and an inventory of all equipment purchased with 911/E911 tax monies (including serial numbers) to be maintained at office of the county commissioners, to be updated yearly. The E911 Coordinator shall provide a staffing report for the previous month, and projected staffing for the upcoming month.

**Whereas,** the Pittsburg County Board of County Commissioners and the City of McAlester shall appoint the members of the ~~Pittsburg County~~ 911/E911 Oversight and Advisory Board as follows, each with one representative ~~representatives~~ of the following:

- Pittsburg County Commissioners (One Member)
- City of McAlester (Mayor or City Manager) (One Member)
- McAlester/Pittsburg County Emergency Management (One Member)
- Pittsburg County Sheriff (One Member)
- McAlester Police Department (One Member)

- McAlester Fire Department (One Member)
- North Volunteer Fire Departments (One Member)
- South Volunteer Fire Departments (One Member)
- Emergency Medical Services (One Member)
- Air Medical (One Member)

**Now Therefore,** be it resolved that the Board of County Commissioners of Pittsburg County do hereby establish the Pittsburg County 911/E911 Oversight and Advisory Board on the 8<sup>th</sup> day of November, 2010.

**BOARD OF COUNTY COMMISSIONERS**

**PITTSBURG COUNTY, OKLAHOMA**

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**Gene Rogers, Chairman**

**ATTEST:**

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**Kevin Smith, Member**

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**Janice Barker, County Clerk**

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**Donald Mathis, Member**

## RESOLUTION

**Whereas,** the Pittsburg County Board of Commissioners met in regular session on November 8, 2010.

**Whereas,** the Board of County Commissioners shall form the Pittsburg County 911/E911 Oversight and Advisory Board. This board shall meet and oversee the functions of the 911/E911 system and make recommendations to the board of county commissioners for action when the county commissioners deem necessary.

The purpose of this board is to advise the county commissioners on the most efficient way for the 911/E911 system to operate, and to provide oversight of the tax dollars provided by the county to the 911/E911 system.

**Whereas,** this board shall meet monthly with the E911 coordinator, and report to the Board of County Commissioners in writing on the next Monday following the meeting.

**Whereas,** the E911 Coordinator shall provide, furnished by the City of McAlester, a monthly financial statement, including all 911/E911 monies paid to the City of McAlester and specific details of expenditures since September 2007 to the Oversight and Advisory Board. The E911 Coordinator shall provide, but shall not be limited to, a current status of the 911/E911 system, and an inventory of all equipment purchased with 911/E911 tax monies (including serial numbers) to be maintained at office of the county commissioners, to be updated as purchased. The E911 Coordinator shall provide a staffing report for the previous month, and projected staffing for the upcoming month.

**Whereas,** the Pittsburg County Board of County Commissioners shall appoint the members of the Pittsburg County 911/E911 Oversight and Advisory Board as follows with representatives of the following:

- Pittsburg County Commissioners
- City of McAlester (Mayor or City Manager)
- McAlester/Pittsburg County Emergency Management
- Pittsburg County Sheriff
- McAlester Police Department
- McAlester Fire Department
- North Volunteer Fire Departments
- South Volunteer Fire Departments

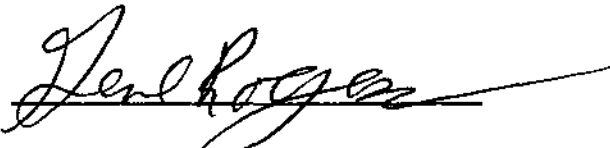


- Emergency Medical Services
- Air Medical

**Now Therefore,** be it resolved that the Board of County Commissioners of Pittsburg County do hereby establish the Pittsburg County 911/E911 Oversight and Advisory Board on the 8<sup>th</sup> day of November, 2010.

**BOARD OF COUNTY COMMISSIONERS**

**PITTSBURG COUNTY, OKLAHOMA**



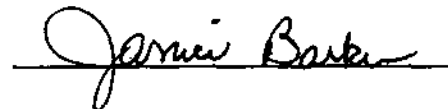
**Gene Rogers, Chairman**



**ATTEST:**



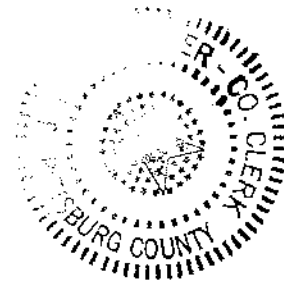
**Kevin Smith, Member**



**Janice Barker, County Clerk**



**Donald Mathis, Member**



## Interlocal Cooperation Agreement For 911 Communications Center

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

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

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

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

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

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

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

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

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

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

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

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

7. The Pittsburg County E911 Fund will provide:

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

8. The City of McAlester will provide:

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

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

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

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

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

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

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

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

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

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

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

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

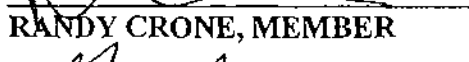
18. **Section Headings:** The titles to the section of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

DATED THIS 16th DAY OF JULY 2007.

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

  
KEVIN SMITH, CHAIRMAN

  
SAM MASON, VICE-MAYOR

  
RANDY CRONE, MEMBER

  
GENE ROGERS, MEMBER

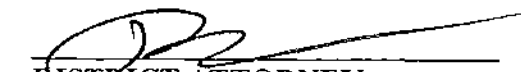
ATTEST:

  
DEBBIE BURCH, COUNTY CLERK

ATTEST:

  
CORA MIDDLETON, CITY CLERK

APPROVED:

  
DISTRICT ATTORNEY  
*Let Assistant District Attorney  
Randy L. Brown*

APPROVED:

  
CITY ATTORNEY



# McAlester City Council

## AGENDA REPORT

Meeting Date:	11/23/10	Item Number:	5
Department:	Steve Harrison Councilman	Account Code:	
Prepared By:	Steve Harrison	Budgeted Amount:	
Date Prepared:	11/15/10	Exhibits:	5

### Subject

Discussion and possible action on pending modifications to contract with Allied Waste Systems, Inc., dba Allied Waste Systems of Alderson, for the City of McAlester's solid waste collection, removal and disposal.

### Recommendation

Consider motion in support of expeditious and equitable resolution of differences in contract terms between contract previously reviewed and approved by Council and contract executed by parties.

### Discussion

At its regular meeting on May 11, 2010, the Council authorized the Mayor to sign a contract upon City Attorney review with Allied Waste Services of Alderson for the City of McAlester's solid waste collection, removal and disposal. Subsequent to that authorization, a contract was signed and dated June 30, 2010. A review of this contract revealed that it was a different contract from the contract that had been provided in the Council Meeting Packet, upon which the Council relied when deliberating and voting on the item.

Note: A provision in the council-reviewed and approved contract allowed the contractor to "submit a copy of their standard contract for services," but it reserved the right of the McAlester Public works Authority to "change, amend or use its contract as contained in this proposal." This provision was invoked with no formal action of the MPWA apparently being required.

A number of differences between the two contracts have been identified. The City Attorney has indicated that any substantive differences were inadvertent and has been working to conclude a mutually-agreeable contract addendum that can be brought before the Council for action. This item has been placed on the agenda to ensure that the Council is fully aware of the contract status and to determine whether there are any appropriate steps the Council might consider to bring this issue to a beneficial conclusion.

### Approved By

	Initial	Date
Department Head	Councilman, Steve Harrison	11/15/10
City Manager	P. Stasiak <i>PJS</i>	11/16/10

#### LIST OF EXHIBITS

- A. Council packet for May 11 meeting, Item 3, with proposed contract – 28 pages.
- B. Excerpt from minutes of May 11 council meeting (Item 3) – 1 page.
- C. Executed contract dated June 30, 2010 – 20 pages.
- D. AW contract comments (contract differences) – 4 pages.
- E. Related email correspondence – 4 pages.



## McAlester City Council

# AGENDA REPORT

Meeting Date:	<u>May 11, 2010</u>	Item Number:	<u>3</u>
Department:	<u>City Manager</u>		
Prepared By:	<u>Peter J. Stasiak</u>	Account Code:	<u>N/A</u>
Date Prepared:	<u>May 4, 2010</u>	Budgeted Amount:	<u>N/A</u>
		Exhibits:	<u>2</u>

### Subject

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

### Recommendation

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

### Discussion

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

### Approved By

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



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

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

**Notes:**

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

CONTRACT  
FOR

SOLID WASTE COLLECTION,  
REMOVAL and DISPOSAL SERVICES

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

hereinafter referred to as "CONTRACTOR."

WHEREAS, the CONTRACTOR did on the 15th day of December, 2009, submit a PROPOSAL pursuant to a Request for Proposals as approved by the McAlester Public Works Authority to collect and remove all residential and commercial solid waste within the City of McAlester and to perform other such work as may be incidental thereto, for the period from February 1, 2010, through January 31, 2020, inclusive; all of the expense of every nature and kind incurred in solid waste collection and removal is during period #1 and in solid waste collection, removal and disposal during period #2.

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

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

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

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

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

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

➤

II. The above referenced PROPOSAL, the Request for Proposals, General and Special Conditions, Performance, Payment and Guarantee Bonds are expressly made a part of this CONTRACT by reference as though fully set out verbatim herein.

III. The AUTHORITY agrees to pay and the CONTRACTOR agrees to accept, in full consideration for the performance of the CONTRACTOR's obligations, compensation to be computed at the UNIT PRICES set forth in the Schedule of Quotes.

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

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

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

V. CONTRACTOR shall conform to all laws, ordinances, rules and regulations applicable to this CONTRACT.

VI. CONTRACTOR shall indemnify; save and hold harmless the AUTHORITY, the City, their officers, employees and agents from all claims, suits or actions of whatever kind or character made upon or brought against the City or AUTHORITY, their officers, employees or agents, for or on account of any injuries or damage received or sustained by any party or parties by or from the acts of said CONTRACTOR or its servants, agents, employees and subcontractors, in doing the work and rendering the services herein contracted for, or by or in consequence of any negligence in operations or any improper equipment or material used, or by or on account of any act or omission of CONTRACTOR or servants, agents, employees or subcontractors and also from all claims of damage for infringement of any patent in fulfilling this CONTRACT. This indemnity shall include attorney's fees and costs and all other costs and expenses incurred in the defense of any suit.

VII. CONTRACTOR shall not assign this CONTRACT to another party, company, partnership, or corporation without specific approval in writing from the AUTHORITY.

VIII. CONTRACTOR shall pay all just claims due for the payment of all employees and mechanics for labor that shall be performed, for the payment of all material and equipment furnished, and for the payment of material, equipment and facilities rented which is actually used or rented in the performance of this CONTRACT

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

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

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

MCALESTER PUBLIC WORKS AUTHORITY

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

(SEAL)

ATTEST:

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

\_\_\_\_\_  
Allied Waste Services of Alderson  
Name of CONTRACTOR

\_\_\_\_\_  
By: Bob Mathis  
\_\_\_\_\_  
General Manager  
Title

(SEAL)

ATTEST:

\_\_\_\_\_  
Secretary

## PERFORMANCE BOND

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

\_\_\_\_\_ as PRINCIPAL, and

\_\_\_\_\_ as SURETY, are hereby held and firmly bound

unto the McAlester Public Works Authority, a Municipal Authority in the sum of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment of which, well and truly

to be made, we hereby jointly and severally bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

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

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

Ex. A-6

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

\_\_\_\_\_  
Principal

ATTEST

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

\_\_\_\_\_  
(Witness as to Principal)

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

\_\_\_\_\_  
Surety

ATTEST

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

\_\_\_\_\_  
(Witness as to Surety)

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

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

\_\_\_\_\_  
Attorney-in-Fact

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

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

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

Ex. A-7

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GENERAL AND SPECIAL PROVISIONS  
FOR

(

SOLID WASTE COLLECTION,  
REMOVAL and DISPOSAL SERVICES

## 1.0 - DEFINITIONS

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

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

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

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



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

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

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

## 2.0 - INDEMNITY AND INSURANCE

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

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

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

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

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

### 3.0 - BONDING REQUIREMENTS

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

## 4.0 - SCOPE OF SERVICE

4.1 The CONTRACTOR shall provide solid waste collection, removal and disposal services to all residential, commercial and industrial premises in accordance with the following:

4.1.1 Premises to which the City of McAlester, hereinafter referred to as "CITY" provides services at the time the CONTRACTOR begins operations, as determined by utility billing and refuse routes.

4.1.2 Premises not serviced by the City at the time CONTRACTOR begins operations shall be serviced by the CONTRACTOR on the first regularly scheduled day after receiving written instructions to do so from the Director, so long as they are either on an existing route or within one mile of an existing service and meet the following criteria, or in any newly annexed area of the City:

- (a) One residence with no adjacent residence must be within 1/10 mile of a service route.
- (b) Two adjacent residences must be within 2/10 mile of a service route.
- (c) Three adjacent residences must be within 3/10 mile of a service route.
- (d) Four adjacent residences must be within 4/10 mile of a service route.
- (e) Five adjacent residences must be within 5/10 mile of a service route.
- (f) Six or more adjacent residences must be within one mile of an existing service route.

4.2 The CONTRACTOR may refuse to service a location as specified only when one or more of the following conditions exist:

4.2.1 When solid waste is not placed in approved containers or in the required pick-up areas. The CONTRACTOR shall advise in writing, the person or company affected by refusal to collect.

This notice shall be given by affixing a red tag to the container. The form and information on the tag must be approved by the Director. A copy of the notice or record of same shall be submitted to the Director within twenty-four (24) hours listing date, time, reason, and address where refuse was not collected.

4.2.2 CONTRACTOR will not be required to collect dead animals, construction debris or hazardous materials as defined herein.

4.2.3 The CONTRACTOR shall discontinue service at any location set forth in a written notice from the Director. CONTRACTOR shall resume collection service on the next regularly scheduled collection days following notice to do so.

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

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

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

Additional services to municipal operations will be provided as needed.

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

#### Number of Residential, Commercial and Industrial Units Served

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

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

## 5.0 - CONTRACTOR'S OPERATIONS

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



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

## 5.7 CONTRACTOR's Local Office

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

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

## 5.8 CONTRACTOR's Records

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

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

## 5.9 Licenses, Permits, Taxes, Etc.

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

## 5.10 Indemnity

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

## 6.0 - QUALITY OF SERVICE

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

## 7.0 - CUSTOMER COMPLAINTS

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

## 8.0 - DISCONTINUANCE OF SERVICE

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

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

## 9.0 - CONTRACTOR'S COMPENSATION

### 9.1 Billing Process

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

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

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

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

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

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

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

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

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



## 10.0 – PURCHASE OF CITY'S EQUIPMENT

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

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

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

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



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

Executive Summary

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

Councilman Harrison moved to authorize the Mayor to sign a contract upon City Attorney review with Allied Waste Services of Alderson for the City of McAlester's solid waste collection, removal and disposal. The motion was seconded by Councilman Garvin.

Before the vote, Manager Stasiak commented that the Council had been discussing this for two (2) to three (3) months. He stated that there were two (2) issues that needed to be resolved of which were, 1. Service to the citizens and 2. Funding of other departments. He added that staff had determined that the City could provide the same service in two (2) or three (3) years that Allied could provide in two (2) or three (3) months. He then reviewed the current and proposed pricing for residential and commercial customers. Mr. Stasiak explained that the use fee that was currently charged on all accounts would be eliminated and a recycling fee would be charged. He added that Allied Waste would be setting up a recycling center for the City. He further stated that residential rates would decrease slightly while the commercial rates would increase to bring those rates more in line with the average rates of other cities in this area of the state.

There was a lengthy discussion among the Council including Mr. Stasiak and the City Attorney concerning the Roll-Off accounts, the Sub-Title D fee, maintaining the landfill for City residents, constructing a small cell, the possibility of moth balling the landfill, an out option to the contracts, the affected employees, the ability of the City to perform the service, the speed at which the landfill was filling up, and Allied Waste not using the City's landfill at all.

Vice-Mayor Browne stated that he was opposed to privatizing and felt the City could improve their customer service.

There was no other discussion and the vote was taken on this item.

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

NAY: Vice-Mayor Browne & Councilman Karr

Mayor Priddle declared the motion carried.

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

Executive Summary

A motion to approve the amended ordinance.

**ORDINANCE NO. 2355**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA, AMENDING THE CODE OF ORDINANCES, CHAPTER 62, ARTICLE V, DIVISION 4; FLOOD HAZARD OVERLAY DISTRICT AND FLOOD DAMAGE PREVENTION. ADOPTING A**

recycling

## Municipal Contract

(For Residential, Small Commercial, Municipal Facilities, and Source-Separated Recycling)

THIS CONTRACT, made and entered into this 30<sup>th</sup> day of JUNE, 2010, by and between the **McAlester Public Works Authority, of McAlester, Oklahoma** (hereinafter called the "MPWA"), represented herewith by its duly elected and acting Chairman, Kevin E. Priddle, Allied Waste Systems, Inc, dba Allied Waste Systems of Alderson, a **Delaware corporation** qualified to do and actually doing business in the State of Oklahoma (hereinafter called "Contractor"), herein represented by Robert Mathis, its duly qualified and acting Agent.

WITNESSED, THAT in consideration of the covenants and agreements herein contained, to be performed by the parties hereto and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

1. The Contractor is hereby granted the sole and exclusive franchise, license and privilege within the territorial jurisdiction of the MPWA and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to collect waste materials during term of this Contract for the following areas (check boxes for the transaction):

☒ Residential and Commercial Units

☒ Municipal Facilities

2. The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract:

- a. Exhibit A - General Specifications
- b. Exhibit B - Insurance Requirements
- c. Exhibit C - Contractor's Proposal/Pricing
- d. Exhibit D - Contractor's Performance Bond
- ☒ e. Exhibit E - Waste Material Collection Specifications for Residential Units
- ☒ f. Exhibit F - Waste Material Collection Specifications for Municipal Facilities
- g. Exhibit G - Waste Material Collection Specifications for Special Events

3. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon written consent of the parties. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.

4. The initial term of this Contract shall be from July 1, 2010 (the "Effective Date") until June 30, 2020. Further, a performance review conducted by the Contractor will be completed and submitted annually on or before May 31<sup>st</sup>.

5. At the mutual option of the MPWA and Contractor, this Contract may be extended by either party giving written notice to the other party of its desire to so extend the Contract no later than one hundred eighty (180) days prior to the end of the initial or any extended period hereunder. Upon receipt of such written request, the receiving party may agree to such extension by providing written notice to the other party within thirty (30) days after receipt of the other party's written request for such extension. The terms and conditions as applicable to the initial term shall apply to the extended terms except for the pricing which shall be as provided in the pricing Exhibit to this Contract, and, such other changes as may be mutually agreed upon by the MPWA and the Contractor. Absent either the timely written request from either party, or the timely written response from the other party agreeing to extend the term of this Contract, the Contract shall terminate on its scheduled expiration date. The provisions of this

paragraph shall be subject to the fiscal year limitation requiring mutual ratification to continue set out above in numerical paragraph 4.

IN WITNESS WHEREOF, Kevin E. Priddle the Chairman of the McAlester Public Works Authority of the MPWA of McAlester, OK, hereunto subscribed his name, and Allied Waste Systems Inc. by \_\_\_\_\_, has also hereunto subscribed his name on the days and dates set forth after their various



Secretary

McAlester Public Works Authority  
of McAlester, Oklahoma

BY: Kevin E. Priddle  
Kevin E. Priddle  
Chairman

ON: June 30<sup>th</sup>, 2010

(SEAL)

Attest:

Secretary

Contractor: Allied Waste System, Inc.

BY: B. L. Smith  
Officer

ON: June 30<sup>th</sup>, 2010

**EXHIBIT A**  
**GENERAL SPECIFICATIONS - INDEX**

**1.0 DEFINITIONS OF ITEMS INCLUDED IN THIS CONTRACT**

- 1.01 Bags
- 1.02 Bin
- 1.03 Bundle
- 1.04 City
- 1.05 Container for Garbage, Rubbish & Yard Waste Collection
- 1.06 Container for Recycling
- 1.07 Disposal Site
- 1.08 Garbage
- 1.09 Multi-Family
- 1.10 Municipal Facilities
- 1.11 Producer
- 1.12 Recycling
- 1.13 Recyclable Materials
- 1.14 Residential Unit
- 1.15 Rubbish
- 1.16 Small Dead Animals
- 1.17 Solid Waste
- 1.18 Waste Material
- 1.19 Yard Waste

**2.0 DEFINITIONS OF ITEMS EXCLUDED FROM THIS CONTRACT**

- 2.01 Bulky Waste
- 2.02 Commercial and Industrial Refuse
- 2.03 Construction Debris
- 2.04 Excluded Waste
- 2.05 Hazardous Waste
- 2.06 Institutional Solid Waste
- 2.07 Large Commercial and Industrial Unit
- 2.08 Large Dead Animals
- 2.09 Offal Waste
- 2.10 Special Waste
- 2.11 Stable Matter
- 2.12 Vegetable Waste

**3.0 SCOPE OF WORK**

- 3.01 General
- 3.02 Work Not Covered By Contract
- 3.03 Additional Work Separately Contracted At Contractor's Election with Large Commercial and Industrial Units.
- 3.04 Additional Work Separately Contracted At Contractor's Election with Residential Units and Municipal Facilities.

**4.0 COLLECTION OPERATIONS - GENERAL PROVISIONS**

- 4.01 Location of Containers, Bags and Bundles for Collection
- 4.02 Hours of Operation
- 4.03 Routes of Collection
- 4.04 Holidays
- 4.05 Complaints
- 4.06 Collection Equipment
- 4.07 Office
- 4.08 Hauling
- 4.09 Disposal
- 4.10 Delivery
- 4.11 Notification

Allied Contract Final w/o changes.doc

- 4.12 Point of Contact
- 4.13 Litter or Spillage

5.0 BASIS OF PRICES AND METHOD OF PAYMENT

- 5.01 Waste Material Collection and Disposal Rates (Exhibits C, E and F)
- 5.02 Recyclable Materials Collection and Disposal Rates (Exhibits C, G and H)
- 5.03 Additional Costs and Charges
- 5.04 Modification to Rates
- 5.05 MPWA to Act as Collector
- 5.06 Delinquent and Closed Accounts
- 5.07 Contractor Billings to MPWA
- 5.08 Audit

6.0 COMPLIANCE WITH LAWS

7.0 NON-DISCRIMINATION

8.0 RISK ALLOCATION AND INDEMNITY

9.0 LICENSES AND TAXES

10.0 FORCE MAJEURE

11.0 ASSIGNMENT OF CONTRACT

12.0 EXCLUSIVE CONTRACT

13.0 TITLE TO WASTE AND RECYCLABLE MATERIALS

14.0 TERMINATION OF CONTRACT

15.0 CONTRACTOR'S PROPERTY

16.0 NEWLY DEVELOPED AREAS

17.0 MISCELLANEOUS TERMS

**EXHIBIT A**  
**GENERAL SPECIFICATIONS**

**1.0 DEFINITIONS OF ITEMS INCLUDED IN THIS CONTRACT**

- 1.01 Bags – Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 35 lbs.
- 1.02 Bin – Metal receptacle designed to be lifted and emptied mechanically for use primarily at selected Municipal Facilities and Large Commercial and Industrial Units.
- 1.03 Bundle – Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length or thirty-five (35) lbs. in weight.
- 1.04 MPWA – McAlester Public Works Authority of McAlester, Oklahoma .
- 1.05 Container for Garbage, Rubbish & Yard Waste Collection – A receptacle with the capacities designated on the exhibits hereto that is designed for the purpose of curbside collection of Garbage, Rubbish and Yard Waste and is constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid. The mouth of a container shall have a diameter greater than equal to that of the base. The weight of a container and its contents shall not exceed 50 lbs.
- 1.06 Disposal Site – A Waste Material depository designated by Contractor, including but not limited to sanitary landfills, transfer stations, incinerators, recycling facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material and Small Dead Animals.
- 1.07 Garbage – Any and all Small Dead Animals; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Excluded Waste.
- 1.08 Multi-Family – The term multi-family shall refer to all residential dwelling units of more than one (1) unit considered to be condominiums, apartment houses or grouped housing.
- 1.09 Municipal Facilities – Means only those specific municipal locations as set forth on Exhibits F and H of this Contract.
- 1.10 Producer – An operator or occupant of a commercial or industrial facility or a Residential Unit who generates Garbage, Rubbish, Yard Waste or Recyclable Materials.
- 1.11 Recycling – The collection of and the delivery of Recyclable Materials pursuant to the Contract Documents.
- 1.12 Residential Unit – A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied



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

- 1.13 Rubbish - All waste wood, wood chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Excluded Waste.
- 1.14 Small Dead Animals - Animals or portions thereof less than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.
- 1.15 Solid Waste - useless, unwanted or discarded materials with insufficient liquid content to be free-flowing, that result from domestic, industrial, commercial, agricultural, governmental and community operations which require proper storage, collection, transportation and disposal to prevent environmental pollution inimical to public health, safety and welfare. Solid Waste does not include sewage, earth or material used to fill land in accordance with construction codes, mining residues, slag, dissolved or suspended solids in industrial waste water effluents which are not acceptable for disposal in sanitary sewage treatment system or any material included in the definition of Excluded Waste.
- 1.16 Waste Material. Waste Material is all nonhazardous, Solid Waste (including Garbage, Rubbish, Yard Waste and Recyclable Materials) generated at Residential Units that is not excluded by this Contract. Waste Material shall not include any Excluded Waste.
- 1.17 Yard Waste - Grass, leaves, flowers, stalks, stems, tree trimmings, branches, and tree trunks. For yard waste collection services, grass, pine needles, leaves, flowers, stalks, stems, and small tree trimmings (less than two (2) feet in length and less than two (2) inches in diameter) shall be in a container, bag or box the weight of which shall not exceed thirty-five (35) pounds. Larger tree trimmings shall be laid neatly in piles at curbside. The maximum weight of any item placed out for yard waste collection shall be thirty-five (35) pounds. Branches in excess of two (2) feet in length may, but are not required to be, in a container, bag or box. Contractor shall be obligated to collect no more than three (3) bags per week from each Residential Unit. Any collections needed by a Residential Unit in excess of such amount must be individually contracted by the Residential Unit Producer with Contractor under terms, prices and documents acceptable to both the Residential Unit Producer and Contractor.

## **2.0 DEFINITIONS OF ITEMS EXCLUDED FROM THIS CONTRACT**

- 2.01 Bulky Waste (excluded from this Contract)- Stoves, refrigerators (with all CFC removed), water tanks, washing machines, furniture and other similar items, and, materials other than Construction Debris, Large Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Bins or Containers, as the case may be.
- 2.02 Hazardous Waste (excluded from this Contract)- Hazardous Waste is a form of Excluded Waste and is defined as any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious,

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

- 2.03 Large Dead Animals (excluded from this Contract)– Animals or portions thereof equal to or greater than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.
- 2.04 Offal Waste (excluded from this Contract)– Waste animal (land or marine) matter from establishments such as butcher shops, slaughterhouses, food processing and packing plants, rendering plants and fertilizer plants.
- 2.05 Special Waste (excluded from this Contract)– Special Waste is a form of Excluded Waste and is defined as nonhazardous, solid waste that is subject to additional governmental regulations or special handling requirements in collection, transportation, processing or disposal as a result of the characteristics of, or processes which generate, such waste. Special Waste includes, but is not limited to:
- (a) waste iron from a commercial or industrial activity;
  - (b) waste generated by an industrial process or a pollution control process;
  - (c) waste which may contain free liquids;
  - (d) waste which may contain residue and debris from the cleanup of a spill of petroleum, chemical or commercial products or wastes, or contaminated residuals;
  - (e) articles from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes;
  - (f) wastes which are nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 ("RCRA");
  - (g) asbestos containing or asbestos bearing material that has been properly secured under existing federal, state, provincial and local laws, rules and regulations;
  - (h) containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are "empty" as defined by RCRA;
  - (i) municipal or commercial solid waste that may have come into contact with any of the foregoing;
  - (j) filter cake sludge wastes from waste water treatment processes;
  - (k) wastes containing any regulated polychlorinated biphenyls; and,
  - (l) ash, sludge, tires and powders.
- 2.06 Stable Matter (excluded from this Contract)– All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

### 3.0 SCOPE OF WORK

- 3.01 General. The work under this Contract shall consist of all the supervision, materials, equipment, labor and all other items necessary to collect and dispose of the Waste Material from all Residential Units and other specified locations in accordance with the Contract Documents. Specifically, the work under this Contract is as described in detail in the following Exhibits:
- 3.01.1 Exhibit E - Waste Material Collection Specifications for Residential Units
  - 3.01.2 Exhibit F - Waste Material Collection Specifications for Municipal Facilities
  - 3.01.3 Exhibit G – Waste Material Specifications for Special Events.

3.02 Work Not Covered By Contract. The work under this Contract does not include:

- 3.02.1 the collection or disposal of construction or demolition debris from either residential, municipal or commercial locations;
- 3.02.2 the collection or disposal of Excluded Waste materials;
- 3.02.3 the collection or disposal of any recyclable materials from Large Commercial and Industrial Units in the City.
- 3.02.4 Provided the exclusions listed above do not apply to any work listed on Exhibit G for waste collection for Special Events.

**4.0 COLLECTION OPERATIONS – GENERAL PROVISIONS**

4.01 Location of Containers for Collection

Each Container shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Containers shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Containers shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Container not so placed or any Waste Material not in a Container as specified in the applicable Exhibit hereto.

4.02 Hours of Operation

Collection of Waste Material shall not start before 7:00 A.M. or continue after 7:00 P.M. on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the MPWA and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

4.03 Routes of Collection

Residential Unit and Municipal Facilities collection routes shall be established by the Contractor. Contractor shall submit a map designating the Residential Unit and Municipal Facilities collection routes to the City at least two (2) weeks in advance of the commencement date for such route collection activity. MPWA shall publish at its expense at least once during each calendar year a map of the Residential Unit collection routes in the newspapers published of such size to clearly show all pertinent information. The Contractor may from time to time make changes in routes or days of collection affecting Residential Units or Municipal Facilities, provided such changes in routes or days of collection are submitted to the MPWA at least two (2) weeks in advance of the commencement date for such changes. MPWA shall promptly give written or published notice to the affected Residential Units.

4.04 Holidays – The following shall be holidays for purposes of this Contract:

New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day

Contractor may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of his obligation to provide collection service.

4.05 Complaints – All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall

investigate and, if such allegations are verified, shall arrange for the collection of Waste Material not collected within 24 hours after the complaint is received.

- 4.06 Collection Equipment – The Contractor shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State for regular municipal waste collection services. For Waste Material collection, all vehicles and other equipment shall be kept in good repair and appearance at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor.
- 4.07 Office – The Contractor shall maintain an office or such other facilities through which it can be contacted by direct visit or by local (toll free) call from anywhere in the City. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 A.M. to 5:00 P.M. on regular collection days.
- 4.08 Hauling – All Waste Material hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing are minimized.
- 4.09 Disposal – All Waste Material collected within the City under this Contract shall be deposited at any Disposal Site properly authorized by the State. The Contractor shall negotiate directly with the Owner/Operator of the Disposal Site for permission to use the Disposal Site and the Contractor shall bear all disposal costs.
- 4.10 Notification – The MPWA shall notify all Producers at Residential Units about complaint procedures, rates, regulations, and day(s) for scheduled Waste Material collections.
- 4.11 Point of Contact – All dealing, contacts, etc., between the Contractor and the MPWA shall be directed by the Contractor to the MPWA's point of contact specified in the applicable Exhibit, and, by the MPWA to the Contractor's General Manager or Operations Manager.
- 4.12 Litter or Spillage – The Contractor shall not litter premises in the process of making collections, but Contractor shall not be required to collect any Waste Material that has not been placed in approved containers or in a manner herein provided. During hauling, all Waste Material shall be contained, tied or enclosed so that leaking, spillage or blowing is minimized. In the event of spillage by the Contractor, the Contractor shall be required to clean up the litter caused by the spillage.

## **5.0 BASIS OF PRICES AND METHOD OF PAYMENT**

### **5.01 Waste Materials Collection and Disposal Rates (Exhibits C, E and F)**

- 5.01.1 The prices to be paid by the MPWA for the collection and disposal of Waste Material from all Residential Units and Municipal Facilities shall be as shown on Exhibit C, as adjusted in accordance with Section 5.03 herein, and shall be computed based upon the actual number of Residential Units and specific Municipal Facilities to which Contractor provided such services during each month of this Contract. The MPWA shall also pay Contractor the other costs and charges as specified in Section 5.02 herein.
- 5.01.2 The prices to be paid by the MPWA for the collection and disposal of Waste Material from all small commercial facilities shall be as shown on Exhibit C, as adjusted in accordance with Section 5.03 herein, and shall be computed based upon the actual services provided by Contractor to such small commercial facilities during each month of this Contract. The MPWA shall also pay Contractor the other costs and charges as specified in Section 5.02 herein. Contractor's invoice shall itemize each of those locations by name and total invoice amount.

## 5.02 Additional Costs and Charges

5.02.1 **Cost Recovery Fees.** In addition to the above, the Contractor may petition the MPWA at any time for additional rate and price adjustments at reasonable times on the basis of unusual changes in its cost of operations, such as revised laws, ordinances, or regulations; changes in location of disposal sites, an increase in the number of Residential Units such as City growth or annexation; and for other reasons. Excluding increases in house counts, such rate adjustments shall be subject to the review and consent of the MPWA.

5.02.1.1 **Fuel Recovery Fee.** In addition to the rates set forth in other sections of this Contract, Contractor may charge a Fuel Recovery Fee (the "FRF"), which may be adjusted monthly. The adjustment in the FRF shall be an amount equal to the percentage increase in the United States Department of Energy Retail Rate (\$/Gallon) identified in the "Total U.S. Average Retail Rate On Highway Diesel Prices" taken from the Energy Information Administration website (eia.doe.gov). X

5.02.1.2 **Environmental Recovery Fee.** In addition to the rates set forth in other sections of this Contract, Allied may charge an Environmental Recovery Fee (the "ERF"), which is a set percentage of the monthly invoice. The ERF is assessed to meet environmental compliance requirements at landfills and transfer stations, such as closure and post-closure costs, leachate management, landfill cell construction costs, landfill gas management, permitting costs, etc. X

5.02.2 **Change in Law.** Contractor may pass through certain cost increases directly to the MPWA to adjust for increases in cost to Contractor due to , changes in local, state, or federal rules, ordinances or regulations, and changes in taxes, fees or other governmental charges (other than income or real property taxes).

5.02.3 Except as provided expressly herein, the charges for Contractor's service with respect to this work shall include all taxes, transportation costs and disposal fees.

## 5.03 Modification to Rates

5.03.1 The fees in Exhibit C which may be charged by the Contractor for the second and subsequent years of the term hereof shall be adjusted to reflect changes in the cost of operations, as reflected by fluctuations in the Consumer Price Index for Urban Wage Earners and Clerical Workers "All Items" (the "All Items Index") as published by the U. S. Department of Labor, Bureau of Labor Statistics. As of the last month of the first year of the contract, and every twelve (12) months thereafter (the "Rate Modification Date"), the fees shall be increased or decreased for the ensuing twelve-month period in a percentage amount equal to 100 percent of the net percentage change of the All Items Index. All percentage changes are to be computed as the difference between the index value for the first full month prior to the commencement of the contract and the index value for the Rate Modification Date divided by the index value for the first full month prior to commencement of the contract. The resulting total percentage change is applied to the rates in Exhibit C as of the effective date of this Contract to derive the rates that will be applied during the following twelve-month period of this Contract. X

5.03.2 Those additional costs and charges provided under 5.02 must be set out and accounted for separately on monthly statements provided by Contractor to the MPWA and shall be considered and included as part of the CPI adjustment for the ensuing fiscal year of the contract term on any such items of additional charges as are replicated in the CPI adjustment on a percentage basis.

- 5.03.3 As soon as possible after a Rate Modification Date, Contractor shall send to the MPWA a comparative statement setting out the All Items Index to include: (1) the value on the first full month prior to the commencement of the contract; (2) index value on the Rate Modification Date preceding the date of the statement; (3) the net percentage change; (4) the composite percentage change equal to 100 percent of the net percentage change in the All Items Index; and (5) the increase or decrease in the fees which may be charged by the Contractor. On the next billing date after the receipt of the comparative statement, the MPWA shall pay to the Contractor or the Contractor shall credit the MPWA, as the case may be, a lump sum equal to any increase or decrease applicable to that portion of the current period which has elapsed and, thereafter, the fees charged by the Contractor shall be modified to reflect any change until a different comparative statement is received by the MPWA.
- 5.04 MPWA to Act as Collector – The MPWA shall submit statements to and collect from all Residential Units for services provided by the Contractor pursuant to this Contract, including those accounts that are delinquent.
- 5.05 Delinquent and Closed Accounts The Contractor shall discontinue Waste Material collection service at any Residential Unit as set forth in a written notice sent to it by the MPWA. Provided the Contractor shall be responsible to notify the MPWA of any information it may gain during the course of performing its duties, which would mitigate the MPWA's loss due to discontinued trash service during the billing period. Upon further notification by the MPWA, the Contractor shall resume Waste Material collection on the next regularly scheduled collection day.
- 5.06 Contractor Billings to MPWA – The Contractor shall bill the MPWA for Waste Material and Recyclable Material collection and disposal services rendered to Residential Units and Municipal Facilities within ten (10) days following the end of the month and the MPWA shall pay the Contractor on or before the 30<sup>th</sup> day following the receipt of Contractor's bill. Such billing and payment shall be based on the price rates and schedules set forth in the Contract Documents. The Contractor shall be entitled to payment for service rendered to Residential Units whether or not MPWA collects from the customer for such service, provided such payment shall be made on a pro-rata basis as determined by the last date service is provided to such delinquent or closed account if such last service date can be determined and if not, then on a 50/50 prorated basis. Payments not made by the MPWA on or before their due date shall be subject to late fees of: a) the greater of five dollars (\$5) or one and one-half percent (1.0%) per month or portion thereof; or, b) the maximum allowed by law, if less than a). In the event the MPWA withholds payment of a portion or whole of an invoice and it is later determined that a portion or all of such withheld amount is owed to Contractor, such amount shall be subject to the late fees provided herein from the original due date until paid by MPWA.
- 5.07 Audit – The MPWA may request and be provided with an opportunity to audit of all relevant books and records of Contractor which are used to support the calculations of the charges invoiced to the MPWA under this Contract. Such audits shall be paid for by the MPWA and shall be conducted under mutually acceptable terms at the Contractor's premises in a manner which minimizes any interruption in the daily activities at such premises. The scope of any such audit may encompass only the relevant books and records pertaining to charges which were invoiced to the MPWA within ninety (90) days of any such audit request from the MPWA.
- 5.08 House Count—The Contractor and the MPWA shall, at a minimum conduct an annual house count for purposes of insuring that all Residential units are accounted for and that payment and billing reflect the proper house count figures.

## **6.0 COMPLIANCE WITH LAWS**

The Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, that the Contract shall govern the obligations of the Contractor where there exist conflicting ordinances of the City on the subject.

## **7.0 NON-DISCRIMINATION**

Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

## **8.0 RISK ALLOCATION AND INDEMNITY**

- 8.01 Contractor shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property to the extent caused by Contractor's negligence or acts of willful misconduct or those of its subcontractors or agents.
- 8.02 MPWA shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property to the extent caused by the MPWA's negligence or acts of willful misconduct or those of its contractors or agents.
- 8.03 If Excluded Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire Bin, Container, Bag or Bundle of waste. In such situations, Contractor shall contact the MPWA and the MPWA shall undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the waste. In the event any Excluded Waste is not discovered by Contractor before it is collected, Contractor shall remove, transport and dispose of such Excluded Waste at a location authorized to accept such Excluded Waste in accordance with all applicable laws and charge the depositor or generator of such Excluded Waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery and disposal of such Excluded Waste. The MPWA will assist Contractor by investigating to determine the identify of the depositor or generator of the Excluded Waste and shall further assist Contractor by attempting collection of Contractor's costs by billing as provided herein. Subject to the MPWA's providing all such reasonable assistance to Contractor, Contractor shall release MPWA from any liability for any such costs incurred by Contractor in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the MPWA.

## **9.0 LICENSES AND TAXES**

The Contractor shall obtain all licenses and permits (other than the license and permit granted by this Contract) and promptly pay all taxes required by the City and by the State.

## **10.0 FORCE MAJEURE**

- 10.01 Except for MPWA's obligation to pay amounts due to Contractor, any failure or delay in performance under this Contract due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Contract, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Contract during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which the Contractor has no control, shall be included as part of the Contractor's service under this Agreement. In the event of such a flood, hurricane or other Act of

God, the Contractor and the MPWA shall negotiate the payment to be made to the Contractor. Further, when the MPWA and the Contractor reach such agreement, then the MPWA shall grant the Contractor variances in routes and schedules, as deemed necessary, of the Contractor.

#### **11.0 ASSIGNMENT OF CONTRACT**

Neither party shall assign this Contract in its entirety without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may assign this Contract without the MPWA's consent to its parent companies or any of their subsidiaries, to any person or entity who purchases any operations from Contractor or as a collateral assignment to any lender to Contractor.

#### **12.0 EXCLUSIVE CONTRACT**

The Contractor shall have an exclusive franchise, license and privilege to provide Waste Material collection and disposal services within the corporate limits for and on behalf of the MPWA to the designated Residential Units and Municipal Facilities covered by this Agreement.

#### **13.0 TITLE TO WASTE AND RECYCLABLE MATERIALS**

Title to Waste Materials shall pass to the Contractor when placed in Contractor's collection vehicle. Title to and liability for any Excluded Waste shall remain with the generator or depositor of such waste and shall at no time pass to Contractor.

#### **14.0 TERMINATION OF CONTRACT**

14.01 In the event of a failure by Contractor to perform any material provision of this Contract, the MPWA shall give written notice of such breach to the Contractor along with at least thirty (30) days (the "cure period") to correct such breach. MPWA may terminate this Contract after such cure period if Contractor has not adequately corrected such breach in accordance with this Contract and MPWA so notifies Contractor in writing of such termination action. At such time, MPWA shall pay Contractor only all charges and fees for the services performed on or before such termination date. Thereafter, in the event such termination occurs during the initial term of this Contract, MPWA, as its sole and exclusive remedy may exercise its rights under Contractor's performance bond, and procure the services of another waste services provider to complete the work covered under this Contract for the remainder of the time period covered by the initial term of this Contract. Except for such right during the initial term of this Contract, following any such termination and the final payment from the MPWA to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in this Contract and arising prior to such termination date.

14.02 In the event of a failure by MPWA to perform any material provision of this Contract, the Contractor shall give written notice of such breach to the MPWA along with at least thirty (30) days (the "cure period") to correct such breach. Contractor may terminate this Contract after such cure period if MPWA has not adequately corrected such breach in accordance with this Contract and Contractor so notifies MPWA in writing of such termination action. At such time, MPWA shall pay Contractor for all charges and fees for the services performed on or before such termination date. Thereafter, following any such termination and the final payment from the MPWA to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in these terms and arising prior to such termination date.

#### **15.0 CONTRACTOR'S PROPERTY**



All bins, containers, trucks and any other equipment that Contractor furnishes under this Contract shall remain Contractor's property. MPWA shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Contractor's handling of the equipment). MPWA and its residents shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. MPWA shall fully reimburse Contractor for any and all claims resulting from personal injuries or death, or the loss of or damage to property (including the equipment) arising out of the use, operation or possession of the equipment by the MPWA, or the MPWA's residents, employees, agents, suppliers, or guests.

#### **16.0 NEWLY DEVELOPED AREAS**

The Contractor will, within thirty (30) days of notification to the MPWA provide Waste Material collection and disposal services of the same frequency and quality required by the Contract to newly developed areas within the City's current territorial limits. Any areas that may be annexed by the City which contain Residential Units which the MPWA would like Contractor to service, shall be subject to negotiation of a mutually acceptable amendment to this Contract and possible adjustment to Contractor's pricing for such new areas.

#### **17.0 MISCELLANEOUS TERMS**

- 17.01 Contractor may provide any of the services covered by this Contract through any of its affiliates or subcontractors, provided that Contractor shall remain responsible for the performance of all such services and obligations in accordance with this Contract.
- 17.02 Contractor shall have no confidentiality obligation with respect to any Waste Materials collected pursuant to this Contract.
- 17.03 Except as may be specifically provided herein, Contractor provides no guarantees or warranties with respect to the work performed. No liquidated or consequential damages ~~or penalties~~ may be assessed against Contractor by MPWA.
- 17.04 No intellectual property (IP) rights in any of Contractor's IP are granted to MPWA under this Contract.
- 17.05 This Contract shall be binding upon and inure solely to the benefit of the parties and their permitted assigns.
- 17.06 If any provision of this Contract shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Contract. In either case, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected thereby.
- 17.07 The failure or delay on the part of either party to exercise any right, power, privilege or remedy under this Contract shall not constitute a waiver thereof. No modification or waiver by either party of any provision shall be deemed to have been made unless made in writing. Any waiver by a party for one or more similar events shall not be construed to apply to any other events whether similar or not.
- 17.08 This Contract shall be interpreted and governed by the laws of the state where the work is performed.

- 17.09 This Contract sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Contract.
- 17.10 If any litigation is commenced under this Contract, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses and court or other costs incurred in such litigation or proceeding.

**EXHIBIT B**  
**INSURANCE REQUIREMENTS**

During the term of this Contract, Contractor shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

**Workers' Compensation**

Coverage A	Statutory
Coverage B - Employers Liability	\$1,000,000 each Bodily Injury by Accident
	\$1,000,000 policy limit Bodily Injury by Disease
	\$1,000,000 each occurrence Bodily Injury by Disease

**Automobile Liability**

Bodily Injury/Property Damage	\$3,000,000
Combined - Single Limit	Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	MCS-90 endorsement for pollution liability coverage

**Commercial General Liability**

Bodily Injury/Property Damage	\$2,500,000 each occurrence
Combined - Single Limit	\$5,000,000 general aggregate

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by MPWA. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon MPWA's request, Contractor shall furnish MPWA with a certificate of insurance, evidencing that such coverage's are in effect. Such certificate: (i) will also provide for 30 days prior written notice of cancellation to the MPWA; (ii) shall show MPWA as an additional insured under the Automobile and General Liability policies; and, (iii) shall contain waivers of subrogation in favor of MPWA (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of MPWA. In addition, the following requirements apply:

- The Commercial General Liability policy must include Contractual Liability coverage specifically covering Contractor's Indemnification of MPWA herein.
- Coverage must be provided for Products/Completed Operations.
- The policy shall also contain a cross Liability/Severability of Interests provision assuring that the acts of one insured do not affect the applicability of coverage to another insured.

**EXHIBIT C**  
**CONTRACTOR'S PROPOSAL/PRICING**

**RESIDENTAL RATE SCHEDULE**

- A. *Solid Waste Collection using 95 gallon poly carts curb-side*  
per unit per month  
Once a Week Collection \$ 8.95
- B. *Alternate Solid Waste Collection using 95 gallon poly carts curb-side*  
per unit per month  
Twice a Week Collection \$ 12.95
- C. *Solid Waste Collection using 95 gallon poly carts at current pick-up location*  
per unit per month  
Once a Week Collection \$ 8.95
- D. *Alternate Solid Waste Collection using 95 gallon poly carts at current pick-up location*  
per unit per month  
Twice a Week Collection \$ 12.95
- E. *Solid Waste Collection using 95 gallon poly carts house-side*  
per unit per month  
Once a Week Collection \$ 8.95  
Note: House-side Handicapped (see Definitions)
- F. *Alternate Solid Waste Collection using 95 gallon poly carts house-side*  
per unit per month  
Twice a Week Collection \$ 12.95  
Note: House-side Handicapped (see Definitions)
- G. *One Additional Solid Waste Container (95 gallon poly-cart)*  
Once a Week Collection \$ 3.00  
Twice a Week Collection \$ 3.00
- H. *Annual complete crew & roll off container* \$ No Charge  
During Spring and/or Fall clean-up Quote shall be per ton for an entire crew and equipment
- I. *Curbside Collection of Bulk Items* \$ No Charge (1 X/household/Qtr)  
Curbside Pick-up on a Cubic Yard Basis

YARDS	PRICE				
	x/wk 1	x/wk 2	x/wk 3	x/wk 4	x/wk 5
1	N/A	N/A	N/A	N/A	N/A
2	30.33	60.66	90.99	121.32	151.66
3	N/A	N/A	N/A	N/A	N/A
4	60.66	121.32	181.99	242.65	303.31
5	N/A	N/A	N/A	N/A	N/A
6	90.99	181.99	272.98	363.97	454.97
8	121.32	242.65	363.97	485.30	606.62
95 gallon cart	15.00	N/A	N/A	N/A	N/A

**Note:** 2, 4, 6 and 8 yard containers are all that Allied Waste Services of Alderson offers. 1, 3 and 5 yard containers are not available to be purchased for commercial services.

**EXHIBIT G**  
**WASTE MATERIAL SPECIFICATIONS FOR SPECIAL EVENTS**

Contractor will provide collection, removal and disposal services at no cost in conjunction with the City of McAlester annual two-week City-wide cleanup, which occurs in the spring and fall, and in conjunction with the Pride in McAlester scheduled events.

The parties may mutually agree to approve other special events that may arise or be presented within the contract term.

I was provided a copy of the "executed" contract between the MPWA and Allied Waste on July 19, in fulfillment of my prior request. The executed contract is a different contract than the one that was provided to the council. The contract that the council authorized the mayor to sign (as Chairman of the Board of the MPWA) "upon City Attorney review" was the contract included under Section 23 of the Allied Waste Services of Alderson response to the MPWA's request for proposal (the "RFP contract"). This is the only contract the council ever saw so it's the only one we could have possibly authorized.

I note that Section XII of the RFP contract states:

"The CONTRACTOR may submit a copy of their standard CONTRACT for services, however the AUTHORITY reserves the right to change, amend or use its CONTRACT as contained in this PROPOSAL."

Apparently it was agreed to use AW's standard contract rather than the contract in the RFP – with (possibly) some changes or amendments. Since the right to "change, amend or use its contract" rests with the "Authority" (MPWA), wouldn't it take action by the council acting as the MPWA board in order to agree to the substitution of a different contract? Unless there were no substantive changes and the substituted contract was merely stating the same agreement in a slightly different form, I think council action would be required in order to make the contract valid.

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The following comments are keyed to the executed contract.

#### **Section 2.**

Two exhibits (e. and f.) are listed in this section but are not included as exhibits.

#### **Section 4.**

***"The initial term if [Note: should be "of"] this Contract shall be from July 1, 2010 (the "Effective Date") until June 30, 2020. Further, a performance review conducted by the Contractor will be completed and submitted annually on or before May 31<sup>st</sup>."***

This section does not contain a provision requiring council action to renew or ratify it on an annual basis such as was contained in the RFP contract:

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

The fact that the ratification clause is missing appears to be an error since Section 5 appears to reference the missing clause in its last sentence:

"The provisions of this paragraph shall be subject to the fiscal year limitation requiring mutual ratification to continue set out above in numerical paragraph 4."

#### **Exhibit A**

There are numerous discrepancies between the Index of General Specifications and the general specifications themselves. Most (not all) are numbering discrepancies. Differences are as follows:

Index		Actual	
Number	Title	Number	Title
1.04	City	1.04	MPWA
1.06	Container for Recycling	1.06	Disposal Site
1.07	Disposal Site	1.07	Garbage
1.08	Garbage	1.08	Multi-Family
1.09	Multi-Family	1.09	Municipal Facilities
1.10	Municipal Facilities	1.10	Producer
1.11	Producer	1.11	Recycling
1.12	Recycling	1.12	Residential Unit
1.13	Recyclable Materials	1.13	Rubbish
1.14	Residential Unit	1.14	Small Dead Animals
1.15	Rubbish	1.15	Solid Waste
1.16	Small Dead Animals	1.16	Waste Material
1.17	Solid Waste	1.17	Yard Waste
1.18	Waste Material	None	
1.19	Yard Waste	None	
2.02	Commercial and Industrial Refuse	2.02	Hazardous Waste
2.03	Construction Debris	2.03	Large Dead Animals
2.04	Excluded Waste	2.04	Offal Waste
2.05	Hazardous Waste	2.05	Special Waste
2.06	Institutional Solid Waste	2.06	Stable Matter
2.07	Large Commercial and Industrial Unit	None	
2.08	Large Dead Animals	None	
2.09	Offal Waste	None	
2.10	Special Waste	None	
2.11	Stable Matter	None	
2.12	Vegetable Matter	None	
3.03	Additional Work Separately Contracted...	None	
3.04	Additional Work Separately Contracted...	None	
4.10	Delivery	4.10	Notification
4.11	Notification	4.11	Point of Contact
4.12	Point of Contact	4.12	Litter or Spillage
4.13	Litter or Spillage	None	
5.02	Recyclable Materials Collection and Disposal Rates	5.02	Additional Costs and Charges
5.03	Additional Costs and Charges	5.03	Modification to Rates
5.04	Modification to Rates	5.04	MPWA to Act as Collector
5.05	MPWA to Act as Collector	5.05	Delinquent and Closed Accounts
5.06	Delinquent and Closed Accounts	5.06	Contractor Billings to MPWA
5.07	Contractor Billings to MPWA	5.07	Audit
5.08	Audit	5.08	House Count

Some differences between the definitions in the RFP contract and the executed contract:

Bags. Established a weight limit of 35 lbs/bag. (No limit defined in RFP contract.)

Bundle. Length increased from 3.5 feet to 4 feet. Weight decreased from 50 lbs. to 35 lbs.



Container. Weight limit established of 50 lbs (No limit defined in RFP contract). No mention of up to 50 carts replaced at no charge.

House-side Handicapped. Not defined in executed contract. How are these residents being accommodated? The RFP contract defined this as "a location designated by the Director when the physical conditions of the resident, either permanent or temporary, is such that he/she can not physically maneuver a receptacle to the designated pick-up area." AW representatives informed us that in such instances, an AW employee would retrieve the receptacle from the House-side Handicapped location, take it to the truck to be emptied, and return it to its original location. Is this being done? Is it specified anywhere in the contract?

### 3.0 SCOPE OF WORK

Exhibits E and F are listed but are non-existent.

#### 4.01 Location of Containers for Collection

No mention is made for house-side handicapped exception.

##### 5.02.1.1 Fuel Recovery Fee.

There is no mention of this fee in the RFP contract. How is this fee calculated? Although it's stated where the "percentage increase" comes from, there is no mention as to what this increase is multiplied against. All of the initial rates in the contract are single numbers and are not broken down into cost components (fuel, labor, etc.). It is not clear to me whether this fee is "subject to the review and consent of the MPWA" since the item is numbered as a subset under 5.02.1.

##### 5.02.1.2 Environmental Recovery Fee.

This is another new area not covered in the RFP contract. I have the same questions as above. How is it calculated? Is it contingent on our approval? For both of these fees, the obvious question would be if they are subject to MPWA approval, why would we ever approve an additional fee when we have a fixed price contract? The provision in the RFP contract (9.6.3) only granted AW the option to petition for rate adjustments "deemed necessary due to unusual changes in the operation" but made the MPWA the "sole determinate" as to whether any rate adjustment would be allowed. A change in fuel prices is certainly not "unusual." Likewise, the environmental compliance costs listed are normal costs of operation.

If either or both of these fees can be assessed by AW without MPWA approval, that would be (in my opinion) a substantive change in the contract not approved by the council. My hope is that these clauses were inadvertently not deleted from AW's standard contract due to the time crunch and this error will be corrected.

##### 5.02.2 Change in Law.

Cost increases covered by this clause do not appear to be contingent upon MPWA approval. I think there could be very limited circumstances that might be appropriate to allow for automatic pass through but this clause appears to be way too broad and opens the door to almost anything depending on interpretation.

##### 5.03.2

**"Those additional costs and charges provided under 5.02 must be set out and accounted for separately...and shall be considered and included as part of the CPI adjustment for the ensuing fiscal year of the contract term on any such items of additional charges as are replicated in the CPI adjustment on a percentage basis."**

Can someone tell me what this means in plain English?

## 5.03.3

The rate modification formula has been changed from using two categories ("Gasoline" weighted 10% and "All Items" weighted 90%) to using only the "All Items" CPI change. I assume this change was due to the inclusion of the Fuel Recovery Fee under 5.02.1.1. This appears to indicate that the Fuel Recovery Fee is not subject to MPWA approval. The other significant change is that the maximum annual increase of 3.5% as stated in the RFP contract has been deleted. In my opinion, changing a contract from one that has a cost cap to one that doesn't is a substantive change requiring council approval.

## 5.06 Contractor Billings to MPWA.

In the next to the last sentence in this paragraph, the written words "one and one-half percent" differ from the numeric description (1.0%).

## RECYCLING

I am disappointed to find that recycling is apparently not covered in this contract. Given that AW's proposal on recycling (Section 18) was in enough detail to determine what was being offered, and given that AW quoted this service at \$34,439 per year, and given that this service has been authorized by the council and we have also authorized billing the residents for it, I'm unclear as to why it's not in this contract. My assumption for the sixty day delay on getting the recycling center into operation was that it would take that long to locate and prepare the site, order and deliver the equipment, train whoever would staff the site, etc. What contractual issues, if any, are holding things up? What do we need to do in order not to go beyond September 1 for start-up? I have been heavily promoting the recycling aspect of this effort from the beginning and do not want to see things slide.

**Main Identity**

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**From:** "Steve or Patty Harrison" <stevepattyharrison@sbcglobal.net>  
**To:** "Joe Ervin" <ervinjoe@sbcglobal.net>  
**Sent:** Thursday, November 04, 2010 9:43 AM  
**Subject:** Re: Allied contract

Joe,

I have not gotten an update from you since this email. I'm intending to place this item on the Nov. 23 council meeting and I would hope that the council will be in a position to take final action on it at that time.

Steve

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

**From:** Joe Ervin  
**To:** Steve or Patty Harrison  
**Sent:** Monday, October 18, 2010 3:26 PM  
**Subject:** Re: Allied contract

Steve,

I honestly have not gotten back to them. I will try to contact them before I see you at the meeting on Wednesday.

Joe

On Oct 18, 2010, at 3:23 PM, Steve or Patty Harrison wrote:

Joe,

The last time we discussed, I thought things were getting close to resolution. Please give me an update. I really want to get this done soon.

Thanks,  
 Steve

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

**From:** Joe Ervin  
**To:** Steve or Patty Harrison  
**Sent:** Friday, August 27, 2010 11:38 AM  
**Subject:** Re: Allied contract

None at all. But I will endeavor to persevere.

Joe

On Aug 27, 2010, at 10:47 AM, Steve or Patty Harrison wrote:

Joe,

My weekly follow up. Any progress to report?

Thanks,  
 Steve

Ex. E - 1

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

**From:** Steve or Patty Harrison

**To:** Joe Ervin

**Sent:** Saturday, August 21, 2010 10:19 AM

**Subject:** Re: Allied contract

Joe,

Any progress this week?

Thanks,

Steve

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

**From:** Joe Ervin

**To:** Steve or Patty Harrison

**Sent:** Friday, August 13, 2010 3:57 PM

**Subject:** Re: Allied contract

No word yet on Allied contract revisions but I will follow up.

Joe

On Aug 13, 2010, at 1:22 PM, Steve or Patty Harrison wrote:

Joe,

At last Friday's meeting, you said I should follow up with you today on your progress towards amending the Allied contract to include the items we discussed. Any progress?

Thanks,

Steve

Ex. E - 2

11/13/2010

## **Main Identity**

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**From:** "Steve or Patty Harrison" <stevepattyharrison@sbcglobal.net>  
**To:** "Pete Stasiak" <peter.stasiak@cityofmcalester.com>; "Joe Ervin" <ervinjoe@sbcglobal.net>; "Kevin Priddle" <kpriddle@thebankna.com>  
**Sent:** Wednesday, July 21, 2010 2:10 PM  
**Attach:** AW contract comments.doc  
**Subject:** Allied Waste contract  
Gentlemen,

Attached are my comments on this contract. I have very significant problems with it. I'm hoping that someone will tell me that this contract is basically a "placeholder" in order to meet the June 30 deadline and that a final contract that agrees in all material respects with what the council authorized is actively being worked on and will shortly be in place.

PS. I normally try to address emails I send out (that ask questions) to only a single person with cc's to everyone else in order not to make unclear who should respond. However, since I have no idea how we got from Point A (the contract in AW's bid) to Point B (the executed contract), I'm not sure to whom to direct my questions.

Ex. E - 3

11/13/2010

**Main Identity**

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**From:** "Peter Stasiak" <peter.stasiak@cityofmcalester.com>  
**To:** "Steve or Patty Harrison" <stevepattyharrison@sbcglobal.net>  
**Sent:** Monday, July 12, 2010 6:15 AM  
**Subject:** RE: Solid Waste  
 Hi Councilman:

We have a signed contract from June 30, 2010. I will have Cora get you a copy. The Code has not been updated and is on the list to be updated soon. I would appreciate another set of eyes when it is together. We are aware that polycarts have been placed at vacant addresses. We will only be paying for the ones that have water and sewer bills. I think it is a good idea to communicate through our water bills.

Pete

**From:** Steve or Patty Harrison [mailto:stevepattyharrison@sbcglobal.net]  
**Sent:** Sunday, July 11, 2010 4:27 PM  
**To:** Peter Stasiak  
**Subject:** Solid Waste

Pete,

Have we got a signed contract with Allied yet? If so, I'd like to get a copy of the entire final contract. If not, please let me know the current status and estimated timing.

Some other issues related to the changeover:

Are we going to do some communicating with the public (water bill insert, newspaper article, etc) to make sure that everyone knows what the rules are concerning when their polycart should be at curbside and when it shouldn't? Although I think we need to be polite and patient until citizens have had a chance to adapt to the new service, at some point we will need to address the issue with more firmness. Those few who might be physically unable to move the carts around should be encouraged to contact AW and it's my understanding the contract stated that these folks would have the carts moved to and from the curb by AW personnel if necessary. Everyone else should be expected to follow the rules.

Speaking of rules, I know the code section dealing with solid waste needs updating in some areas. Is someone working on this? I'd be happy to provide another set of eyes if assistance is desired.

I've had one or two people tell me that polycarts were delivered to addresses that are not occupied. I've asked them to provide addresses and will forward them if I get any. This presents at least two problems. First, the cart will continue to sit where it was delivered (unless someone runs off with it). Second, the city will be charged by AW for those addresses and have no one to bill. Have we figured out how we will audit AW's first billing and make sure our customer database is clean and up to date? Again, if it would help, I'd be happy to lend a hand.

As far as you know, are we still on schedule to get the central recycling site up and running by the end of August? This has always been a key element for me and I want to make sure that AW and the City make it happen on time. I've been talking it up to constituents whenever I can.

Thanks,  
 Steve

Ex. E - 4

11/13/2010



# McAlester City Council

## AGENDA REPORT

Meeting Date:	November 23, 2010	Item Number:	6
Department:	Councilman, Sam Mason		
	Councilman, Sam Mason		
Prepared By:	Pride In McAlester	Account Code:	
Date Prepared:	November 16, 2010	Budgeted Amount:	
		Exhibits:	1

### Subject

Discussion and possible action with the usual public hearing, and language accompanying an ordinance or ordinance amendment with the emergency clause.

### Recommendation

### Discussion

### Approved By

Department Head  
City Manager

P. Stasiak

Initial

*PJS*

Date

11/16/10

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, MODIFYING SECTION 62, ARTICLE VII, DIVISIONS 1 AND 2, REPEALING DIVISION 3, SIGNS, AND DECLARING AN EMERGENCY.

\* \* \* \* \*

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

SECTION 1: Article VII. SIGNS

Division 1 GENERALLY

Sec. 62-441. Short title.

This article shall be known and may be cited as the "sign ordinance."

Sec. 62-442. Purpose and objectives.

The purpose of this article is to provide clear regulations for the permitting, design, location, construction, modification, use, maintenance and removal of signs in the city and its extraterritorial jurisdiction. The objectives are: to encourage the effective use of signs as a means of communication in the city; to maintain and enhance the community's overall aesthetic environment and the city's ability to attract sources of economic development and growth; to improve pedestrian and traffic safety; to minimize the possible adverse effect of signs on nearby public and private property; and to enable effective outdoor advertising.

Sec. 62-443. Application of other laws.

If any of the provisions of this article are inconsistent with the provisions of any other law or laws, presently existing or enacted in the future, of the City in that the requirements regarding signs of the respective provisions differ, the provision containing the more restrictive requirements will apply.



Sec. 62-444. Definitions.

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

*Abandoned sign* means a sign advertising or identifying a person, product, or activity that is no longer in existence or ceases to operate.

*A-frame sign* means a self-supporting, portable sign with one or two faces that are adjoined at the top and displayed at an angle, which is not permanently anchored or secured and designed to be placed upon a sidewalk or other area where pedestrians walk or gather.

*Area directional sign* means an off-premise sign designed with panels that may be replaced or changed to advertise multiple entities, services, real estate, businesses or other content and that direct, with an arrow, for instance persons to those entities.

*Bandit sign* means any sign other than signs owned by the city, the state or a county, or authorized in this article, posted on a utility pole, public property, street sign, sign posted on private property without the owner's permission, or sign posted in or on the public right-of-way, of any size, including signs with wood or wire framing, post or stakes.

*Banner* means any sign made of fabric, plastic or other non-rigid material designed to hang from rope or wire to advertise a business, service, or special event and not mounted in a permanent rigid frame.

*Beacon* means a stationary or revolving light which flashes or projects illumination, single color or multicolored, in any manner which is intended to attract or divert attention; except, however, this term is not intended to include any kind of lighting device which is required or necessary under the safety regulations described by the Federal Aviation Agency or similar agencies.

*Billboard* means an off-premise sign on any flat surface erected on a framework or on any structure, or attached to posts and used for, or designed to be used for, the display of bills, posters, or other advertising material.

*Dilapidated sign* means a sign which is shabby, neglected, or in disrepair, or which fails to be in the same form as originally constructed, or which fails to perform its intended function of conveying a message. Characteristics of a dilapidated sign include, but are not limited to, structural support failure, a sign not supported as originally constructed, panels or borders missing or falling off, intended messages cannot be interpreted by the motoring public, or a sign which is blocked by overgrown vegetation outside the highway right-of-way.

*Electronic message sign* means a sign capable of displaying words, symbols, figures or images that can be electronically or mechanically changed by remote or automatic means.

*Embellishment* means decorative features of the sign outside the sign cabinet and temporary protrusions or "cutouts" that may carry a message.

*Free standing sign* means a sign permanently attached to or constructed in or on the ground.

*Frontage roads* also known as a service road, an access road, or a feeder. The terms are interchangeable and sometimes one term is more prevalent than another in some parts of the state. A frontage road runs more or less parallel to expressways, and some U.S. and state highways.

*High profile monument sign* means a sign which is attached directly to the ground or is supported by a sign structure that is placed on or anchored in the ground, is independent from any building and the height of the sign is no higher than 28 feet.

*Low profile pole sign* means a sign that is mounted on one or more freestanding poles or other support so that the bottom edge of the sign face is not in direct contact with a solid base or the ground and the height of the sign is no higher than ten feet.

*Memorial sign* means a sign meant to preserve the memory of a deceased person(s) or past event.

*Mobile advertising* means a sign used to identify the occupation or license of the owner of a vehicle, such as those commonly used by real estate salespersons, pest control operators, accommodation and food providers and building contractors. The sign is generally painted or attached flat to a door, trunk or fender of a vehicle and is not intended to be off-premises advertising while the vehicle is parked or stored on private or public property.

*Monument sign* means a sign which is attached directly to the ground or is supported by a sign structure that is placed on or anchored in the ground and is independent from any building or other structure.

*Non-accessory sign* means any outdoor sign advertising a business activity, product or use not principally offered, sold, or conducted upon the same premises on which the sign is located.

*Nonconforming sign* means any sign within the city limits that does not comply with the provisions of this article on the effective date of this article or any governing amendment thereto. It is the intent of this article that legal nonconforming signs will not be made illegal by the adoption of this article. This provision does not apply to existing signs that were deemed illegal under the ordinances in effect at the time of the adoption of this article and does not apply to portable, stake, or temporary signs as defined in this article.

*On-premise sign* means any outdoor sign advertising a business or use principally offered, sold or conducted upon the same premises on which the sign is located. Example of On-premise signs include:

- (1) Signs advertising a real estate development located on premises being developed or proposed for development; and
- (2) Signs identifying a real estate development which are located at the entrance of such development.

*Ordinary maintenance and repair* means any work, the sole purpose and effect of which is to correct deterioration, decay or damage, including repair of damage caused by fire or other disaster and which does not result in a change in the existing appearance and materials of a property.

*Pole or pylon signs* are freestanding signs that are supported by one or more free-standing shafts, posts, or piers extending from and permanently attached to the ground by a foundation or footing, with a clearance between the ground and the sign face. Pylon signs shall have no more than two faces.

*Political sign* means any sign announcing or promoting the candidacy of one or more persons for elective public office, or concerning any political issue appearing or which is to appear on the ballot in any public election.

*Portable sign* means a transportable sign of durable construction on wheels, skids, legs, stake(s) or framing, including trailers, used for advertising or promotional purposes, which is not primarily designed or intended to be permanently affixed to the ground or a building or structure, but which can be so anchored.

*Public service event* is an event open to the public and is reasonably expected to involve at least 500 persons, or is an event sponsored by the city, a county, school district, or other unit of local government of the state.

*Real estate sign* means a temporary sign advertising the sale, lease, rental or construction of real property.

*Sign* means any device or surface on which letters, illustrations, designs, figures or symbols are painted, printed, stamped, raised, projected or in any manner outlined or attached and used for advertising purposes.

*Stake sign* means a temporary sign that utilizes the support structure to anchor the sign to the ground by inserting the support structure into the ground.

*Street* means a public or private right-of-way that provides primary vehicular access to adjacent land, whether designated as a street, highway, thoroughfare, parkway, throughway, avenue, lane, boulevard, road, place, drive, or however otherwise designated.

*Street, arterial* means a thoroughfare designated as a freeway, expressway, major arterial, or minor arterial. The primary function of an arterial is to carry traffic through the city, and is designed for as high a speed as possible, to carry as much traffic as possible. Also known as a "major thoroughfare."

*Street, collector or sub-collector* means a street that primarily carries traffic from local or residential streets to major thoroughfares and highways, including the principal entrance streets for circulation to schools, parks, and other community facilities within such a development, and also including all streets which carry traffic through or adjacent to commercial or industrial areas.

*Street, local or residential* means a street that is used primarily for access to abutting residential property and circulation of traffic within residential neighborhoods. It is of a width and design to discourage through traffic, thereby protecting the residential area. A local street serves the same purpose in a commercial or industrial district.

*Temporary sign* means any sign, banner, pennant, valance or advertising display constructed of cloth, canvas, light fabric, cardboard, wallboard or other light materials, with or without frames, intended to be displayed for a short period of time only.

*US Highway 69 Bypass* means property that abuts the main lanes of US Highway 69 Bypass, also known as the George Nigh Expressway, and its adjoining frontage roads.

*Wall sign* means a sign which is painted on or attached to and supported by the vertical wall of a permanent building, flat against the wall, and which is entirely within the plane of that wall.

#### Sec. 62-445. Applicability.

(a) A sign may be erected, placed, established, painted, created or maintained in the jurisdiction only in conformance with the standards, procedures, exemptions and other requirements of this article. These regulations apply to both commercial and non-commercial messages.

(b) The effect of this article is to prohibit all signs not expressly permitted or exempted by this article.

#### Sec. 62-446. Jurisdiction.

These regulations apply to all areas within the city limits of the City of McAlester.

Sec. 62-447. Permits and registration.

(a) *Permits.* A building permit shall be required to build, structurally alter, or provide more than normal maintenance of a sign, except signs listed in Section 62-456.

(b) *Permit fees.* Permit fees shall be based on the following schedule:

Total square feet of advertising faces for permanent free standing sign	Fee
1--100	\$30.00
101--300	60.00
301--600	90.00
601--900	120.00
901 or greater	150.00
Temporary signs, banners and all other signs	30.00
Non-accessory sign registration fee	25.00

The above fees do not include electrical permit fees, which shall be in addition to the above. If any person installs or commences work on a sign for which a permit is required before obtaining the necessary permit, the permit fee shall automatically be doubled.

(c) *Ordinary maintenance and repair.* No permit shall be required for ordinary maintenance and repair of the sign or changing of the advertising message. "Normal maintenance" includes changing messages without changing the sign or its components, cleaning, and replacement of bulbs or fluorescent tubes. Changing existing message panels or letters is normal maintenance.

(d) *Registering of signs.* All non-accessory signs must be registered with the codes department, on forms provided by the city, by the landowner of the property on which the non-accessory sign is located, or designee.

(e) *Additional inspection fees.* A re-inspection fee will be assessed for any additional inspection made necessary by initial work being rejected or incomplete. This re-inspection fee will be calculated as one-half of the initial permit fee and must be paid in full prior to the re-inspection being performed.

Sec. 62-448. Expiration generally.

If the work authorized by a permit issued under this division has not been completed within six months after the date of issuance, the permit shall expire and thereafter be null and void. Paid permit fees will not be refunded.

Sec. 62.449. Application generally.

Application for a permit under this division shall be made upon forms provided by the code administrator and shall contain or have attached thereto the following information:

- (1) The name, address and telephone number of the applicant.
- (2) The location of the building, structure or lot to which or upon which the sign is to be attached or erected.
- (3) The position of the sign in relation to nearby buildings or structures.
- (4) The name of the person erecting the sign.
- (5) The insurance policy and bond required by Section 62-450.
- (6) Plans and specifications showing the method of construction and attachment to the building or the ground.
- (7) If the sign is more than 35 feet in height, a copy of stress sheets and calculations showing that the structure is designed for dead load and wind pressure, in any direction, in the amount required by this article and any other ordinance of the city.
- (8) Such other information as the code administrator may require to show full compliance with this article and all other ordinances of the city.

Sec. 62-450. Applicant's bond and insurance.

(a) Every applicant for a permit under this division shall, before the permit is granted, file with the code administrator a continuing bond in the penal sum of \$1,000.00 executed by the applicant and a surety company to be approved by the city council, and conditioned for the faithful observance of the provisions of this article and all amendments thereto, and of all laws and ordinances relating to signs. Such bond shall indemnify and save harmless the city from any and all damages, judgments, costs or expenses which the city may incur or suffer by reason of the granting of the permit. A liability insurance policy issued by an insurance company authorized to do business in the state and conforming to this section shall also be required of such applicant. Such policy shall be in the amounts of \$5,000.00/\$10,000.00/\$5,000.00.

(b) Any person lawfully maintaining a sign regulated by this article on the date of enactment shall, within 30 days after such enactment, comply with all the provisions set forth in this section.

**Sec. 62-451. Approval or disapproval of application.**

(a) It shall be the duty of the code administrator, upon the filing of an application for a permit under this division, to examine the plans and specifications and other data and the premises upon which it is proposed to erect the sign. If it shall appear that the proposed sign is in compliance with all the requirements of this article- and all other ordinances of the city, he shall approve the application. If it appears that the sign does not comply with such requirements, the code administrator shall disapprove the application.

(b) The application for a permit for the erection of a sign in which electrical wiring and connections are to be used shall be submitted to the electrical inspector. The electrical inspector shall examine the plans and specifications respecting all wiring and connections to determine if the same complies with the electrical code of the city, and he shall approve such application if the plans and specifications comply with such code, or disapprove the application if noncompliance with such code is found. This action of the electrical inspector shall be taken prior to submission of the application to the code administrator for final approval or disapproval.

**Sec. 62-452. Revocation.**

(a) All rights and privileges acquired under the provisions of this article or any amendment thereto are mere licenses, revocable for cause at any time by the city council, and all permits issued under this division shall contain this provision.

(b) The code administrator is hereby authorized and empowered to revoke any permit issued by him under this division upon failure of the holder thereof to comply with any provision of this article.

**Sec. 62-453. Identification and marking.**

Each permanent sign hereafter erected or remodeled shall bear thereon a clearly legible identification plate not exceeding fifteen (15) square inches in area stating the name of the person, firm or corporation responsible for its construction and erection, with installation date and permit number thereon. Electrical signs shall be marked with input amperes at full load input.

**Sec. 62-454. Nonconforming sign standards.**

A nonconforming sign is a sign that was lawfully established prior to the effective date or applicability of these regulations or subsequent amendments, but does not comply with current sign regulations.

(1) *Retention of nonconforming signs.* A nonconforming sign may continue except as otherwise provided in or authorized by this section.

(2) *Alterations.* A nonconforming sign may not be enlarged in any way to include larger supporting structures; sign face area, or height. A change in the information on the face is allowed if the change does not increase the area of the sign face. However, any nonconforming sign shall be eliminated or made to conform to these regulations when the cost of any alteration, modification or improvement is more than 60 percent of the cost of erecting a new sign of the same type at the same location.

(3) *Discontinuance, abandoned signs.* Signs on a premise not occupied that are abandoned for more than one year from the date the premise was abandoned shall be deemed nonconforming and removed or made to conform to current sign regulations. (Conformity may be achieved by causing the sign to have a blank face.) If the premise containing the sign is occupied and the sign has been abandoned for two years, the sign shall be removed or made to conform.

(4) *Immediate termination of illegal nonconforming signs.* City code enforcement shall cause the immediate removal of any sign constructed, erected or placed in violation of the provisions in this regulation or expressly prohibited, and any sign that represents a clear and present danger to the health or safety of the public due to its structural condition.

#### Sec. 62-455. Abandoned signs and supporting structures.

The owner of any premise on which there is displayed or maintained an abandoned sign or abandoned supporting structure shall comply with the following requirements:

(1) Any sign that is deemed dilapidated by the City Council or code administrator on, before or after the adoption date of this section, the owner shall remove the sign within 30 days after receiving written notice by certified mail from the code administrator;

(2) If a supporting structure used or designed to be used with a sign is deemed dilapidated by the City Council code administrator on or before the adoption date of this section, the owner shall remove the supporting structure within 30 days after receiving written notice by certified mail from the code administrator.

(3) If an abandoned supporting structure does not have a can, frame, or similar part of the supporting structure that would hold the sign or to which the sign would be attached, the supporting structure shall be removed or made to comply with the provisions of the section.

(4) No abandoned sign or supporting structure that is altered under the provisions of this section shall be made more nonconforming.



(5) Any dilapidated sign or dilapidated supporting structure not in compliance with this section is an unlawful sign and may be removed by the city and the owner may be prosecuted or be enjoined from continuing such violation.

(6) If a sign, which conforms to the regulations of this article is abandoned, the owner, user, and Persons who benefit from the sign and the owner, operator, and tenants of the property on which the sign is located shall remove it, paint out or cover the message portion of the sign, put a blank face on the sign, or otherwise bring it into compliance with this section so as to leave the message portion and supporting structure neat and unobtrusive in appearance, within 90 days after receiving written notice by certified mail from the code administrator.

(7) The following are required for the use, display, maintenance, or permitting of an alteration of any abandoned sign or supporting structure regardless of when the sign was abandoned.

a. Like material. Only the same like, or better quality material as that being replaced shall be used as a face on or in the abandoned sign. The face of the supporting structure must be one that the supporting structure is designed to support.

b. Routed, embossed, or raised messages or sign copy must not be visible to the ordinary observer, if the face or message is blanked.

c. Covered messages.

1. Abandoned signs may be painted in order to "blank" the face. However, the paint must completely cover the sign face or message portion of the structure. The covered, painted over message must not show through the paint.

2. Covered sign faces must be of a material or substance that renders the resulting sign face completely blank, opaque, and resistant to deterioration. It is a violation of the article to allow a covered message to bleed or show through the paint or covering.

3. No person shall alter an abandoned sign or supporting structure without first obtaining a permit to do so from the city codes department.

Sec. 62-456. Signs exempt from regulations or permits.

(a) *Exempt signs.* The following signs shall be exempt from regulation under this Code:

(1) Any public notice, or warning required by a valid and applicable federal, state, or local law, regulation, or ordinance;

- (2) Any sign that is not legible from a distance of more than three feet beyond the lot line of the lot or parcel on which such sign is located;
- (3) Works of art that do not include a commercial message;
- (4) Holiday lights and decorations with no commercial message;
- (5) Decorative landscape lighting;
- (6) Traffic control signs on private property, such as "Stop," "Yield," and similar signs, the face of which meet state or city standards and which contain no commercial message of any sort;
- (7) Address and postbox numerals;
- (8) Government signs erected by the city, county, state, or federal government in furtherance of their governmental responsibility;
- (9) Legal notices;
- (10) Memorial signs or tablets and building markers displayed on public or private buildings and tablets or headstones in cemeteries;
- (11) Signs prepared by or for the local, state or federal government marking sites or buildings of historical significance;
- (12) Signs on windows;
- (13) Addresses no larger than ten square feet;
- (14) Signs on operable vehicles.
- (15) Permanent signs on fences that are made of wood, masonry or other material and not part of a building, at outdoor athletic and sports fields and tracks; outdoor entertainment establishments; and in and around areas of public gathering such as schools, churches and parks.
- (16) Inflatable signs and tethered balloons.
- (17) Pennants; streamers; flags; fluttering, undulating, or moving signs not part of a permanent sign and not a banner.
- (18) Beacons.

(19) On-premise signs that are not free standing, such as wall signs, except as expressly regulated by this article.

(b) *Signs not requiring a permit.* The signs listed below may be erected without a sign permit provided that standards of this section are met.

(1) *A-frame signs.* A-frame signs no taller than four feet nor wider than three feet with a maximum area per side of 12 square feet not in a right-of-way or easement, not obstructing a public sidewalk, and abutting the advertised businesses.

(2) *Construction site.* In addition to other signs permitted by this article, construction site signs are allowed. These signs shall not exceed a total of 100 square feet. Such signs shall be removed within one week following completion of the construction.

(3) *Directional.* Any sign used only to direct vehicles or pedestrians to public facilities or hospitals/emergency care facilities.

(4) *Special sale signs.*

a. "For Sale" signs placed on vehicles, provided that the area of the sign does not exceed two square feet.

b. "Garage Sale" signs not larger than four square feet on the site of a garage sale.

(5) *"No Trespassing" or "Posted".* These signs shall be allowed subject to the following standards:

a. They shall not exceed four square feet in area.

b. They shall be located on private property.

c. There shall be not more than one per 100 feet of property line.

(6) *Parking and traffic.* These signs shall conform to the Manual of Uniform Traffic Control Devices, as published by the U.S. Department of Transportation, Federal Highway Administration. These signs shall not exceed four square feet in area and may be placed on private property to direct and guide traffic and parking on the same private property. Such signs shall not include advertising visible from any location outside of the property on which the sign appears.

(7) *Political.* Temporary signs advertising political parties or candidates for election or signs that otherwise provide for freedom of expression unrelated to any

commercial endeavor may be erected or displayed and maintained on private property provided that they conform to state law and:

- a. Are no larger than 24 square feet;
- b. Are no taller than eight feet;
- c. Are not illuminated;
- d. Have no moving elements;
- e. Are placed with the consent of the property owner;
- f. Are not placed on or within public rights-of-way, on public property or within sight triangles; and
- g. Are displayed no more than 90 days prior and five calendar days following the election for which they are intended.

(8) *Real estate.* In addition to other signs allowed by this article, on-premises real estate signs are permitted in compliance with the following standards:

- a. On a lot or parcel used or zoned for one or two dwellings:
  - 1. No more than one sign per street and adjacent to a street.
  - 2. The sign may not be illuminated.
  - 3. The sign shall not exceed eight square feet in area.
  - 4. The sign(s) shall be removed within 30 days of the property sale, lease, or issuance of certificate of occupancy.
  - 5. One additional sign may be allowed to advertise an open house, and may be placed on the property no sooner than five days before the open house and removed no later than one day after the event.
- b. On a lot or parcel used or zoned for multifamily or non-residential purposes:
  - 1. One sign allowed per 200 feet of street frontage, but not less than one sign per lot or parcel.
  - 2. No sign may be larger than 50 square feet.

3. The sign(s) shall be removed within 30 days of the property sale or lease.

c. No sign may be placed in public or private street right-of-way or on public property.

(9) *Service entrance.* A sign for building identification provided the sign area does not exceed four square feet.

(10) *Signs along streets, public ways, or railroads.* Signs along streets, public ways, or railroads, as follows:

a. Permanent signs, including: public signs erected by or on behalf of a governmental body to post legal notices, identify public property, convey public information, and direct or regulate pedestrian or vehicular traffic.

b. Informational signs of a public utility regarding its poles, lines, pipes, or facilities;

c. Canopy, projecting, and suspended signs projecting over a public right-of-way in conformity with the conditions of this article.

d. Emergency warning signs erected by a governmental agency, a public utility company, or a contractor doing authorized or permitted work within the public right-of-way.

e. Temporary signs in place no longer than 30 days prior to the event, no longer than five days after the event, no larger than 64 square feet and approved and erected as part of a community-wide special event approved by the city manager or city council.

(11) *Home occupation signs.* In one or two-family zoned areas, one non-illuminated identification sign that is physically attached to the exterior of the structure, with a sign area no larger than four square feet.

(12) *Light pole mounted banners.*

(13) *Subdivision entry signs.* Subdivision entry signs are allowed at any entrance into a subdivision, subject to the following standards:

a. Subdivision entry signs must be a monument sign, or a sign on a screening or decorative wall, subject to the definition of this article, and may contain a maximum of 40 square feet per sign face with a maximum height of six feet;

b. Subdivision entry signs must be constructed of masonry, stone, brick, wood or other material(s) compatible with surrounding development.

c. Subdivision entry signs must be setback a minimum of five feet from the property line outside of the required sight triangle and located outside of any drainage easement and not in public or private right-of-way.

d. Subdivision entry signs must provide a landscaped area equal to twice the area of the sign face, providing one, five-gallon shrub for every ten square feet of landscaped area.

(14) *Personal temporary signs no larger than eight square feet with no commercial message on a premise with a one or two family dwelling.* Examples: new baby, school athlete, cheerleader, honor student, and birthday party.

(15) *Garage or yard sale signs.* "Garage" or yard sale signs no larger than four square feet in any zoning district.

#### Sec. 62-457. Prohibited signs.

Except as provided herein, the following signs are prohibited:

(1) Portable signs;

(2) Roof signs;

(3) Signs, temporary or otherwise, affixed to a tree or utility pole;

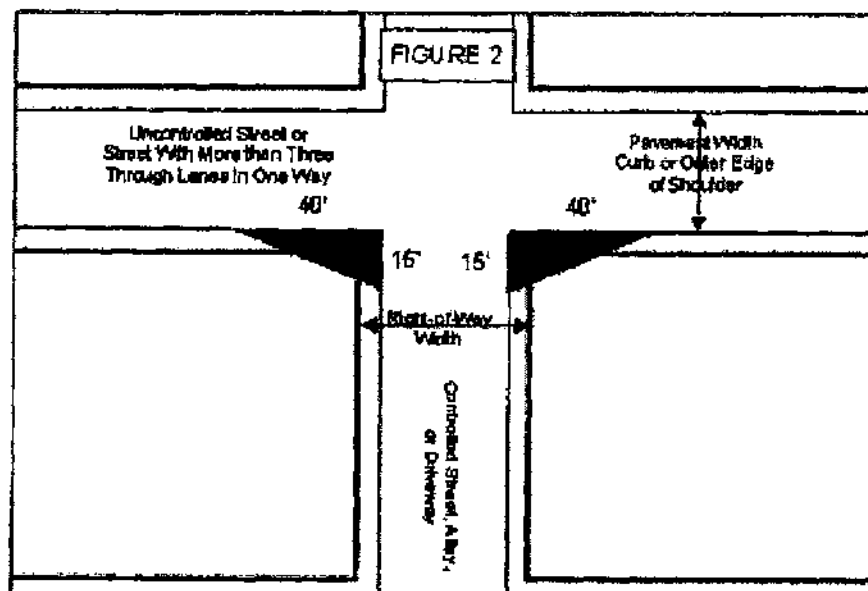
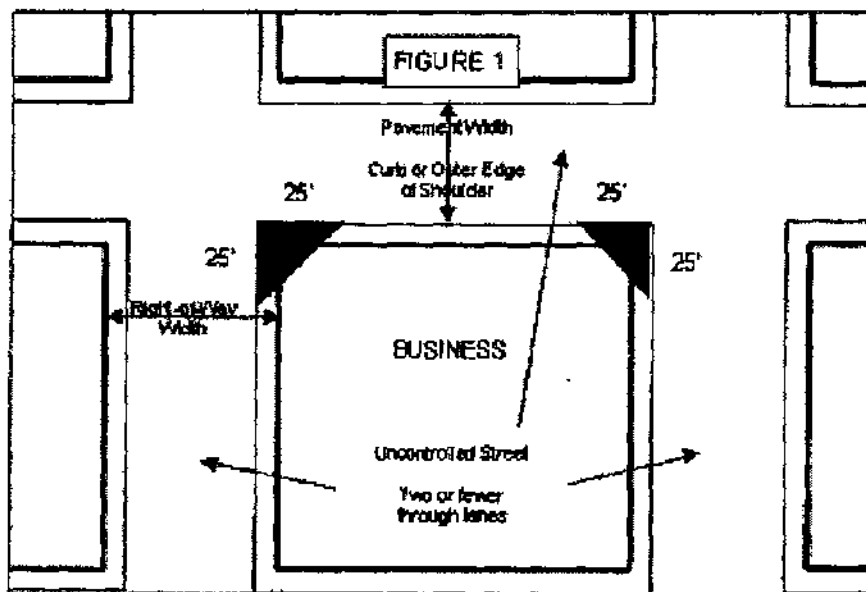
(4) Signs in the "sight distance triangle". A "sight triangle" will be observed at all street intersections, street and alley intersections, and intersections of driveways with streets. Within the "sight triangle", no sign shall be permitted between the height of two and one-half feet and seven feet above the street, alley or driveway elevation. The sight triangle shall consist of the following, or other dimensions having a similar effect when intersections are not 90 degrees.

Street	Length of triangle side along the curb on outer edge of the shoulder
Uncontrolled* street with two or fewer through lanes in one direction	25 feet
Controlled street with two or fewer through lanes in one direction, driveways and alleys	15 feet
Uncontrolled street with more than three lanes in one direction	40 feet
Street	Length of triangle side along the curb on outer edge of the shoulder

Uncontrolled* street with two or fewer through lanes in one direction	25 feet
Controlled street with two or fewer through lanes in one direction, driveways and alleys	15 feet
Uncontrolled street with more than three lanes in one direction	40 feet

\*Uncontrolled street means a street without a yield, stop, or traffic signal at the intersection.

See the following diagrams:



(5) Non-accessory advertising signs, except as expressly permitted in this article.

(6) Electronic message signs, except as expressly permitted in this article.

(7) Banners attached by any means to the ground;

(8) Bandit signs. Any sign other than signs owned by the city, the state or a county, or authorized in this article, posted on a utility pole, public property, street sign, sign posted on private property without the owner's permission, or sign posted in or on the public right-of-way, of any size, including signs with wood or wire framing, post or stakes. Such signs are hereby declared to be abandoned trash at the time of posting and may be removed and discarded without notice by the property owner, state, county, city, or city designee .

(9) Signs on fences except banners and on fences at outdoor athletic fields and tracks; outdoor entertainment establishments; and in or around areas of public gatherings, such as schools, churches and parks.

(10) Any sign or portion thereof located within a ten-foot radius of any overhead power line, pole, or crossbar, or creating a hazard to vehicular or pedestrian safety.

(11) Stake signs, except those listed in Section 62-456.

(12) Signs that prevent free ingress to or egress from any door, window, or fire escape. No sign of any kind shall be attached to a standpipe or fire escape.

(13) Non-accessory signs on all property joining Carl Albert Parkway and all overpasses and underpasses over or under Carl Albert Parkway from the east city limits to the west city limits, and all other overpasses and underpasses in the city limits.

Sec. 62-458. Sign lighting standards.

(a) No illuminated sign shall have luminance greater than 75 foot candles for any portion of the sign within a circle one foot in diameter.

(b) Lamp and ballast watts shall not exceed 1.8 watts per square foot.

(c) No unshielded light source may be visible from the edge of the public right-of-way or at the property line with a residential use or zoning district.



Sec. 62-459. Non-accessory sign regulations.

(a) Any non-accessory sign that does not comply with this article is prohibited unless expressly permitted in this section.

(b) Area directional signs. For the purpose of providing information to the public, a permit for an area directional sign shall be provided if it meets the following standards:

(1) The sign must be a sign attached directly to the ground or one supported by a structure that is placed on or anchored in the ground, independent of any building or structure.

(2) The maximum height of the sign shall be 12 feet as measured from the ground.

(3) The sign shall contain no more than eight and no less than six panels, provided that no entity, product, real estate, or service shall be on more than one panel.

(4) The sign must be located at an off-premises location no further than 500 feet from a public roadway intersection.

(5) Each panel on the sign shall contain only the name and logo of one business, entity, product, real estate, or service being identified and its directional indicator, such as an arrow, to the entity's location.

(6) The location of such signs must not restrict visibility at intersections.

(7) Lighting is restricted to external ground lighting from the front of the sign only.

(8) The sign shall not be located within 500 feet of another off-premise sign measured on one side of the same road, however, at least one area identification sign may be permitted within 500 feet of a major and/or minor arterial intersection.

(9) The sign shall not exceed 100 square feet of total sign area.

(10) The sign shall have only one advertising face that should be visible to traffic in the right lane of the adjacent road and be located on the side of the road facing right lane traffic.

(11) The sign shall not be located on a lot or tract on which there is an existing one- or two-family dwelling.

(c) Temporary non-accessory sign regulations.

(1) *Temporary informational signs.* Temporary signs for public service events shall be allowed for a period not to exceed a period of 30 consecutive days. Such signs shall require a permit, for which there shall be no fee. A permit request form shall be developed by the Codes Department and shall include a space for information declaring where the signs will be located. The Codes Department shall determine that the location of each sign is in the best interest of traffic and pedestrian safety before issuing the permit. There shall be no more than five such signs permitted per event per year and the sign shall not exceed 36 square feet in size.

(2) *Mobile advertising.* Mobile advertising as defined in this article is allowed without permit.

Sec. 62-460. Permanent on-premises sign regulations.

(a) Sign standards for five (5) classifications of zone groupings are listed herein and for the purpose of this article, all uses that may be made of land under the City Land Use Ordinance shall be considered to be contained in one (1) of the five (5) classifications. The following zone groupings contain all the zoning districts:

(1) Industrial: I-1, I-2.

(2) Commercial: C-1, C-2, C-3, C-4, C-5.

(3) Residential: R-1A, R-1B, R-1C, R-2, R-3.

(4) Health/Medical: H-1

(5) Agricultural: A-1

(6) PUD

(7) Floodplain: F-O

(b) Sign standards for uses not specifically mentioned shall be the same for the most similar use mentioned.

(c) Regulations for each sign are set forth in the particular zone classification.

ZONING DISTRICT	CLASSIFICATIONS	MAX. AREA PER SIGN	MAX. HEIGHT (feet)	MIN. SETBACK (feet)	MAX. NUMBER PER LOT
R-1A R-1B R-1C R-2 R-3	Freestanding Monument Sign	0	0	0	0
	Flag/Flag Pole	40	25	5	1
C-1 C-2 C-3 C-4 H-1	Freestanding Monument Sign or Low Profile Pole Sign	32 20	8 6	10 10	1
	Flag/Flag Pole	40	25	5	1
I-1 I-2	Freestanding Monument Sign or Low Profile Pole Sign	32 20	8 6	5 5	1 per 300' of frontage
	Flag/Flag Pole	40	25	5	1
A-1 C-5	Freestanding Monument Sign or Low Profile Pole Sign	32 20	8 6	5 5	1 per 300' of frontage
	Flag/Flag Pole	40	25	5	1
	Electronic Message Sign	100 sq ft with a maximum of 50 square feet sign face	10	15	1

US Hwy 69 Bypass	Freestanding Monument Sign	60	10	5	1 per 300' of frontage
	High Profile Monument Sign	225	28	5	1 per 400' of frontage
	Flag/Flag Pole	200	40	5	1
	Electronic Message Sign	200 square feet with a maximum of 100 square foot sign face	28	15	1
Wyandotte/Wade Watts Corridor	Freestanding Monument Sign or Low Profile Pole Sign	32 20	8 12	10 10	1

(d) Design requirements.

(1) *Monument signs and low-profile pole signs.* Monument signs or low-profile pole signs are the only permanent on-premise freestanding sign allowed, except on properties with US Hwy 69 Bypass frontage where pole signs are also permitted.

a. *Monument signs.*

1. Monument signs shall have only two sign faces.
2. The structure of monument signs shall be constructed of materials and colors compatible with those utilized on the primary building's facade.
3. Monument signs located on the same property must be spaced a minimum of 100 feet apart from other freestanding signs for which a permit is required.
4. A shared monument sign is encouraged. Such a monument sign must be located on one of the properties included in the sign text.

b. *Low-profile pole signs.*

1. Low-profile pole signs are permitted on any property as an alternative to permitted pole or monument signs.

2. Low profile pole signs may have only two sign faces.

3. Low-profile pole signs located on the same property must be spaced a minimum of 100 feet apart from other freestanding signs for which a permit is required.

4. A shared low-profile sign is encouraged. Such a sign must be located on one of the properties included in the sign text.

(2) *Pole signs on properties with US Hwy 69 bypass frontage.* Pole signs are permitted on properties with US Hwy 69 Bypass frontage, and which have commercial or industrial zoning provided they meet the following requirements:

a. Height limit shall be 40 feet. For signs on properties with US Hwy 69 Bypass frontage, additional height may be allowed.

1. This additional allowance will be determined by measuring the difference between the elevation of the property at the proposed location of the sign and the elevation of US Hwy 69 Bypass main travel lanes.

2. Determination of the elevation difference shall be measured by projecting a perpendicular line from the center line of the proposed location of the sign to the US Hwy 69 Bypass main travel lanes section nearest the sign.

3. The allowance will only apply for properties and sign locations that are determined to be lower in elevation than the US Hwy 69 Bypass main travel lanes, as measured by 2. above.

b. Maximum area shall be 400 square feet per face.

c. Pole sign shall have only two sign faces.

d. Properties with US Hwy 69 Bypass frontage may have only one pole sign for each 400 feet of frontage. Poles signs shall be spaced a minimum of 300 feet apart.

e. All signs shall maintain a minimum clearance from electric power lines of ten feet horizontally and 15 feet vertically or as otherwise may be required by the utility provider. Any relocation of power lines to provide this clearance will be at the expense of the sign owner. Such signs are allowed in addition to permitted signage on the tract.

(3) *Governmental flags.* Flags of the United States, the state, the city, foreign nations having diplomatic relations with the United States, and any other flag adopted or sanctioned by an elected legislative body of competent jurisdiction are permitted in all zoning districts provided that they meet the following requirements:

a. United States flags shall be flown in accordance with the protocol established by the Congress of the United States for the Stars and Stripes, Title 4, Chapter 1--The Flag.

b. Governmental flags shall not exceed the maximum height and size as provided for in Section 62-460(c). The overall measurement of the flag pole shall not exceed the height limitations as measured from the base of the pole to the top regardless of where the governmental flag pole is located.

c. When a flagpole is located on the top of a roof, the placement and attachment of the pole shall meet the building code for wind and structural loading requirements. The plan design criteria shall provide the proposed location, attachment method to the structure and wind load resistance. A building permit shall be required for this type of installation.

(4) *Multi-tenant signs.* Developments containing two or more businesses, whether in a single building or multiple buildings, shall share a sign structure for advertisement of multiple businesses located within the development. This provision is applicable to businesses located on the same lot upon which the sign is located as well as to businesses located upon different lots within the development. Such signs shall comply with the following:

a. The lot or lots involved must be contiguous with one another, and constitute a single cohesive development;

b. The sign(s) must be located on a lot that one of the advertised businesses occupies;

c. The sign shall be designed in the overall architectural style of the buildings within the development;

d. The signs may be any sign type that is otherwise allowed by this article;

e. Private streets within the boundaries of the development are treated as public rights-of-way for purposes of determining allowable signage;

f. Individual pad or lease sites, defined in the approved site plan, are treated as separate lots for purposes of determining allowable signage;

1. Businesses shall not be allowed advertising on both the multiple tenant (shared) sign and another free standing business identification sign;

2. Monument signs, used as multi-tenant signs for developments with four or more tenants, may have an allowable sign area not to exceed 64 square feet.

g. In addition to signage that would otherwise be allowed on a lot for business identification purposes, one additional monument sign not exceeding five feet in height and 32 square feet in area may be located at each intersection of public roadways and/or private roadways for purposes of directing traffic to various areas and businesses within the development;

h. All other provisions of this article shall be applicable to this sign category, including but not limited to, allowed number based on road frontage (multiple lot developments are treated as a single lot for this purpose), allowable size as a function of zoning district, spacing, illumination, materials, etc.

(5) *Electronic message sign.*

a. *General.* Electronic signage shall be permitted in lieu of any permitted freestanding or monument signs on a property. In the event that an electronic sign is permitted for a property, no other additional freestanding or monument sign shall be permitted.

b. *Maximum height.* The maximum height of an electronic sign shall not exceed 40 feet as determined in Section 62-461.

c. *Maximum area.* The maximum area of an electronic sign shall not exceed 200 square feet with a maximum area per sign face of 100 square feet as determined in Section 62-461.

d. *Number of signs.* The maximum number of electronic signs shall be limited to one per platted lot. No other on-premise freestanding signs shall be permitted.

e. *Minimum setback.* The minimum setback of all electronic signs from any property line shall be determined in subsection (c).

f. *Material requirements.* All monument sign bases shall be constructed of masonry material consisting of brick, stone or split face concrete block. The monument sign structure must be constructed or covered with the same masonry material as the principal building or shall be constructed of brick, stone or split face concrete block. All sign text and graphic elements shall be limited to a minimum of six inches from the outer limits of the sign structure.

g. *Illumination.* Electronic signage shall not exceed a maximum of one foot-candle illumination at the property line.

h. *Location restrictions.* No electronic signs shall be permitted within 150 feet of a residentially zoned property or property used for residential purposes. No electronic sign shall be constructed such that they face, shine, or reflect light into a residentially classified neighborhood whether single-family, multi-family, townhouse, or mixed use where residential housing is permitted. No electronic signs shall be allowed on collectors or sub-collector streets or local or residential streets.

i. *Additional restrictions.*

1. Any change of pictures or information on the electronic sign shall not produce the illusion of scrolling, moving objects, expanding or contracting shapes, rotation or any similar effect of animation. There must be a static display with no special effect changes between messages.

2. Images must remain static for at least 3 seconds. The transition from each static image may not last more than two seconds.

3. Any sign picture or information shall not have a solid white background between the time period of 30 minutes after sunset and 30 minutes before sunrise.

4. Provide for auto dimming/brightening based on natural ambient light conditions.

5. Provide and maintain a photo cell and dimmer control to assure the luminance standard is met and not exceeded.

(6) *Roof signs.* No sign mounted or installed on the roof of any structure located in the downtown business district is allowed.

Sec. 62-461. Principles of sign area computation.

The following principles shall control the computation of sign area and sign height.

(1) *Computation of area of individual signs.*

a. The area of a sign shall be computed as the entire advertising area of the sign, including any framing or trim, contained within the respective sign cabinet. For the purposes of this computation the sign cabinet shall be defined as the structure or border used to differentiate a sign face from the structure against which a sign face is placed.

b. Where a sign consists of individual letters, words or symbols attached to a surface, building, canopy, awning or wall and all such elements are located in the same plane; the sign area shall be the area of the smallest geometrical shape that completely



encompasses all such letters, words or symbols. Where such sign includes multiple words, each word located in the same plane shall be computed separately.

c. Embellishments that do not exceed 15 percent of the sign face area are allowed and are not counted toward the area of a sign.

d. The permitted area for all monument signs, pursuant to Section 62-460, shall be inclusive of the sign structure. In no case shall the overall sign structure, exceed the maximum allowed height nor the maximum allowed sign area. In no case shall the sign face of a monument sign exceed 50 percent of the overall sign structure and the sign base shall not be more than 50 percent wider than the sign structure.

(2) *Computation of area of multi-faced signs.* The sign area for a sign with more than one face shall be computed by adding together the area of all sign faces visible from any one point. When two or more sign faces are placed so that the faces cannot be viewed from any point at the same time, and when such sign faces are part of the same sign structure the sign area shall be computed by the measurement of one of the faces.

(3) *Computation of height.* The height of a sign shall be computed as the mean distance from the base(s) of the sign at normal grade to the top of the highest attached component of the sign. Normal grade shall be construed to be the lower of (1) existing grade prior to construction or (2) the newly established grade after construction, exclusive of any filling, berming, mounding, or excavating solely for the purpose of locating the sign. Exception: On the US Highway 69 Bypass, height will be measured as indicated in Section 62-460.

(4) *Computation of maximum total permitted sign area.* The permitted sum of the area of all individual signs shall be computed by applying the zoning district formulae contained in Section 62-460 to the lot frontage, building frontage, or wall area, as appropriate. Lots fronting on two or more streets are allowed to calculate the longest street frontage into the allowable allocation.

#### Sec. 62-462. Temporary signs--Private property.

Temporary signs on private property, limited to banners, are allowed only upon issuance of a temporary sign permit, which shall be subject to the following requirements:

(1) *Term.* A temporary sign permit allows the use of a temporary sign(s) for no more than 90 total days within a calendar year.

(2) *Number.* Only one temporary sign will be permitted at a time to the same business on the same lot.

(3) *Size.* The maximum size of the banner shall be one and one-half square feet per one foot of building facade for the business using the banner.

Sec. 62-463. Temporary street banners.

The city manager or designee is authorized to establish procedures for the permitting and installation of temporary banners placed in public right-of-way. Such banners shall be allowed for the following public events upon compliance with the established procedures:

- (1) Events of a charitable or humanitarian nature;
- (2) Events of an educational, scholastic or artistic nature;
- (3) Other events of community or public interest which are non-political in nature and are for the benefit of a non-profit group.

Sec. 62-464. Sign construction and maintenance.

All signs shall be designed, constructed, and maintained in accordance with the following standards:

- (1) Except for banners, flags, temporary signs, and window signs conforming in all respects with the requirements of this Code, all signs shall be constructed of durable materials and shall be permanently attached to the ground, a building, or another structure by direct attachment to a rigid wall, frame, or structure.
- (2) All signs shall be maintained in good condition, including replacement of defective or missing parts, painting, cleaning, and replacement or covering of sign faces exhibiting damage or deterioration, in compliance with all building and electrical codes, and in conformance with the applicable provisions of the City Code, at all times.
- (3) All signs shall maintain a minimum clearance from electric power lines of ten feet horizontally and ten feet vertically, or as may otherwise be required by the utility provider. Any relocation of power lines to provide this clearance will be at the expense of the sign owner or as otherwise required by the electrical utility.
- (4) Damaged or deteriorated signs whose cost of repair is more than 60 percent of the cost of erecting a new sign of the same type at the same location which are not repaired within 30 days following the date of the notice to repair same given by the building official, code enforcement officer, or any police officer to the party responsible for such sign, must be removed. Such 30-day period may be extended provided that a bona fide work order bearing a delivery date for repairs is submitted to the building official within such 30-day period. The 30-day period may be extended until seven days following the completion date for repairs shown on the work order.
- (5) If the city manager, codes administrator, fire chief, or police officer determines that a sign poses an immediate danger to the public, then such sign may be removed by the city at the expense of the party responsible. Any sign so removed will be stored or impounded and will not

be returned to the party responsible until all applicable expenses and charges are paid. If any sign remains unclaimed for a period of 30 days after its removal or if the removal and storage costs are not paid within the 30-day period, the city may destroy, sell or otherwise dispose of the sign.

Sec. 62-465 – 480. Reserved.

## DIVISION 2 ADMINISTRATION AND ENFORCEMENT

Sec. 62-481. Inspections.

The code administrator will maintain a listing of all permitted signs and shall inspect these regulated signs annually, and at such other times as deemed necessary, for the purpose of ascertaining whether the same is secure or insecure and whether it is in need of removal or repair. The code administrator will maintain a written or electronic record that documents these inspections and the action taken by the code administrator in enforcing the requirements of this article.

Sec. 62-482. Board of Adjustment.

The board of adjustment is hereby authorized, upon appeal, to hear and approve variances to requirements on sign setbacks, area, height and size requirements where a strict application of these requirements would result in peculiar and exceptional practical difficulties to or exceptional and undue hardship upon the owner/occupant of such property. The board is also authorized to hear and decide appeals where it is alleged there is an error in any order, requirement, decision or determination made by an administrative official in the interpretation or enforcement of this article..

Sec. 62-483. Penalty for violation of article.

Any person who shall violate a provision of this article or fail to comply therewith or with any of the requirements thereof, or who shall erect, alter, repair or relocate any sign, or who has erected, altered, repaired, or relocated any sign, in violation of this article shall be deemed guilty of a misdemeanor. Each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which the violation of any provision of this article is committed, continued or permitted, and upon conviction of any such violation shall be punishable by a fine not to exceed \$500.00.

Sec. 62-484 – 500. Reserved.

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of any such conflict.

SECTION 3. SEVERABILITY. If any section, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion of this Ordinance.

SECTION 4: EMERGENCY CLAUSE

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

PASSED and the EMERGENCY CLAUSE ruled on separately by the CITY COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA this \_\_\_\_\_ day of April, 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 \_\_\_\_\_ day of April, 2010.

\_\_\_\_\_

William J. Ervin, City Attorney

Council Chambers  
Municipal Building  
November 9, 2010

The McAlester Airport Authority met in a Regular session on Tuesday, November 9, 2010, at 6:00 P.M. after proper notice and agenda was posted November 4, 2010.

Present: Steve Harrison, John Browne, Buddy Garvin, Sam Mason & Kevin E. Priddle  
Absent: Robert Karr  
Presiding: Kevin E. Priddle, Chairman

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

- Approval of the Minutes from the October 26, 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 October 13, 2010 through October 26, 2010. *(Gayla Duke, Chief Financial Officer)* In the amount of \$2,958.53.
- Confirm action taken on City Council Agenda Item 5, taken on City Council Agenda Item 5, declaring a vacancy and approving a resolution setting the election dates for Ward 1. *(Cora Middleton, City Clerk)*

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

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

Chairman Priddle declared the motion carried.

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

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

Chairman Priddle declared the motion carried.

ATTEST:

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

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

Council Chambers  
Municipal Building  
November 9, 2010

The McAlester Public Works Authority met in a Regular session on Tuesday, November 9, 2010, at 6:00 P.M. after proper notice and agenda was posted November 4, 2010.

Present: Steve Harrison, John Browne, Buddy Garvin, Sam Mason & Kevin E. Priddle  
Absent: Robert Karr  
Presiding: Kevin E. Priddle, Chairman

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

- Approval of the Minutes from the October 26, 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 October 13, 2010 through October 26, 2010. (*Gayla Duke, Chief Financial Officer*) In the amount of \$236,217.47.
- Confirm action taken on City Council Agenda Item 2, an additional \$20,000 for the Main Street Program. (*Peter J. Stasiak, City Manager and Kathy Wall, Director of Main Street Program*)
- Confirm action taken on City Council Agenda Item 3, authorizing the Mayor to sign a Staffing Agreement between Express Service, Inc. and the City of McAlester. (*Peter J. Stasiak, City Manager*)
- Confirm action taken on City Council Agenda Item 4, 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 Confirm action 5, taken on City Council Agenda Item 5, declaring a vacancy and approving a resolution setting the election dates for Ward 1. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item 7, to award a bid to Utility Service Company, Inc., for the renovation and maintenance of the six (6) water storage tanks and authorize the Mayor to enter into a construction contract, after review and approval by the City Attorney's Office, with Utility Service Company, Inc. in an amount of \$324,751.00 for seven (7) years for a total of \$2,273,257.00. (*David Medley, P.E. Utilities Director*)

- Confirm action taken on City Council Agenda Item 8, the sale of two (2) packer bodies, that will be removed from existing sanitation trucks. *(John Modzelewski, P.E. Engineering and Public Works Director)*
- Confirm action taken on City Council Agenda Item 9, a recommendation by the Audit & Finance Advisory Committee to prepare a Request for Proposal (RFP) to solicit for a Bond Finance Representative for the City of McAlester. *(Gayla Duke, CFO)*

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

AYE: Trustees Harrison, Browne, Garvin, Mason & Chairman Priddle

NAY: None

Chairman Priddle declared the motion carried.

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

AYE: Trustees Harrison, Browne, Garvin, Mason & Chairman Priddle

NAY: None

Chairman Priddle declared the motion carried.

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

ATTEST:

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

Council Chambers  
Municipal Building  
October 26, 2010

The McAlester Retirement Trust Authority met in Regular session on Tuesday, October 26, 2010 at 6:00 P.M. after proper notice and agenda was posted October 22, 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. Garvin, seconded by Mr. Fiedler to approve the following:

- Approval of the Minutes from the September 28, 2010, Regular Meeting of the McAlester Retirement Trust Authority. (*Cora Middleton, City Clerk*)
- Approval of Retirement Benefit Payments for the Period of October 2010. (*Gayla Duke, Chief Financial Officer*) In the amount of \$50, 648.41

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

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

Chairman Priddle declared the motion carried.

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

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

Chairman Priddle declared the motion carried.

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Kevin E. Priddle, Chairman

ATTEST:

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Cora Middleton, Secretary