



McAlester City Council

NOTICE OF MEETING

Regular Meeting Agenda

Tuesday, October 11, 2011 – 6:00 pm
McAlester City Hall – Council Chambers
28 E. Washington

Kevin E. Priddle.....Mayor
Weldon Smith.....Ward One
Steve Harrison.....Ward Two
John Browne.....Vice-Mayor, Ward Three
Robert Karr.....Ward Four
Buddy Garvin.....Ward Five
Sam Mason.....Ward Six

Peter J. Stasiak.....City Manager
William J. Ervin.....City Attorney
Cora M. Middleton.....City Clerk

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

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

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

CALL TO ORDER

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

Pastor Bob Tate, First Indian Church

ROLL CALL

AWARD PRESENTATIONS

Employee of the Month for September 2011 is Vincent Lott of the Water Treatment Plant.

CITIZENS COMMENTS ON NON-AGENDA ITEMS

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

CONSENT AGENDA

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

- A. Approval of the Minutes from the September 13, 2011 Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for September 21, 2011 through October 4, 2011. *(Toni Ervin, Interim Chief Financial Officer)*
- C. To ratify and authorize the Mayor to sign the iWorQ Service Agreement between the City of McAlester and iWorQ Systems “iWorQ” located in Logan, Utah. *(Peter J. Stasiak, City Manager)*
- D. To ratify and authorize the Mayor to sign the Interagency Cooperative Agreement between the City of McAlester Police Department and Farley W. Ward, District Attorney, acting for and on behalf of the District Attorney’s Office District 18, Drug and Violent Crimes Task Force. *(Peter J. Stasiak, City Manager)*

ITEMS REMOVED FROM CONSENT AGENDA

PUBLIC HEARING

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

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

SCHEDULED BUSINESS

- 1. Consider and act upon selling approximately 1.2 acres of land (224’ x 232’) located at the Southside Business Development Center for the construction of a 10,000 sq. ft. office building. *(Peter J. Stasiak, City Manager)*

Executive Summary

Motion to approve and act upon the sale of approximately 1.2 acres of land located at the Southside Business Development Center for \$53,682.94 and authorizing the Mayor to sign the documents.

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

Executive Summary

Motion to approve the budget amendment ordinance.

3. Consider, and act upon, a donation for the construction of a fencing project located at the Farmer's Market parking lot. *(Peter J. Stasiak, City Manager)*

Executive Summary

Motion to approve a donation to the Pittsburg County Cooperative Extension Service of \$5,482.00 for the construction of a fencing project at the Farmer's Market parking lot.

4. Consider, and act upon, increasing the partnership contribution for the Southeast EXPO Center. *(Peter J. Stasiak, City Manager)*

Executive Summary

Motion to approve an increase in the partnership contribution for the Southeast EXPO Center in the amount \$5,125.00 for fiscal year 2011/2012.

5. Consider, and act upon, a Partnership Request from Eastern Oklahoma State College (EOSC) and Oklahoma Employment Security Commission (OESC) for the use of the Expo Center for the Simonton Window job fair, scheduled November 12th & set up November 11th, 2011, by partnering with them in the amount of \$1,500.00. *(Jerry Lynn Wilson, Expo Manager)*

Executive Summary

Consider approval of Partnership Request in the amount of \$1,500.00.

6. Consider, and act upon, a request by Eastern Oklahoma State College (EOSC) to partner with them for the rental fee in the amount of \$1,500.00 for the use of the Expo Center on November 7th & 8th, 2011 for the 5th Annual Career and College Tour. *(Jerry Lynn Wilson, Expo Manager)*

Executive Summary

Consider approving this partnership request in the amount of \$1,500.00.

7.
 - A. Consider, and act upon, awarding a bid to Wheeled Coach, in the amount of \$123,131.00 for a new and unused Ford F350 Ambulance Type I Modular 4x4 Conversion, and to accept change order in the amount of \$2509.00, for the installation of an "Air Ride System" in the conversion. *(Brett Brewer, Fire Chief)*
 - B. Consider and act upon the purchase of one ambulance cot to be used on said ambulance in the amount of \$5059.00. *(Brett Brewer, Fire Chief)*

Total cost to City of McAlester \$130,699.00.

Executive Summary

Motion to approve a bid award to purchase one new and unused Ford F350 Ambulance Type I Modular 4x4 Conversion, in the amount of \$123,131.00 with change order in the amount of \$2509.00, and approve the purchase of one new cot to be used on said ambulance, in the amount of \$5059.00. Total cost to city, 130,699.00

8. Consider, and act upon, a bid award to Total Radio Inc., for the purchase of thirty-eight (38) hand held radios and forty-three (43) mobile radios. *(Jim Lyles, Police Chief)*

Executive Summary

Motion to approve a \$52,483.35 bid from Total Radio, Inc. for the purchase of new radios.

9. Consider and act upon, authorizing the Chief of Police to add two additional E-911 Dispatchers. *(Jim Lyles, Police Chief)*

Executive Summary

Motion to approve the addition of two E-911 Dispatchers.

10. Consider and act upon, authorizing the Chief of Police to add an additional employee to assist the E-911 Coordinator with her daily duties. *(Jim Lyles, Police Chief)*

Executive Summary

Motion to approve the addition of one E-911 employee.

11. Consider and act upon, authorizing the Chief of Police to promote an E-911 Supervisor. *(Jim Lyles, Police Chief)*

Executive Summary

Motion to approve the promotion of an E-911 Supervisor.

12. Consider, and act upon a Work Order for Mehlburger Brawley Corporation for engineering services required for the design of construction of the 2010 Community Development Block Grant (CDBG) Water and Sewer Improvements. *(David Medley, Utilities Director)*

Executive Summary

Motion to approve and authorize the Mayor to sign the work order for Mehlburger Brawley to complete engineering services required for 2010 CDBG Water and Sewer Improvements for an estimated fee of \$23,000 upon review and approval of by the City Attorney's Office.

13. Consider, and act upon, award of bid to Altvia Chemical Solutions for the supply of the chemicals for the McAlester Water Treatment Plant on a unit price basis the following chemicals: aluminum sulfate, 40% polymer, copper sulfate, and poly-aluminum ferric halide. *(David Medley, Utilities Director)*

Executive Summary

Motion to award of bid for Items 1, 6, 8, and 9 of the September, 2011 to February, 2011 Water Treatment Plant Chemical Chemicals, after review and approval by the City Attorney's Office, with Altvia Chemical Solutions of Houston, Texas at the unit prices per the attached bid tabulation and agreement.

14. Consider, and act upon, award of bid to Southwest Chemical Service for the supply of the chemicals for the McAlester Water Treatment Plant on a unit price basis the following chemicals: 30% caustic and polyphosphate. *(David Medley, Utilities Director)*

Executive Summary

Motion to award of bid for Items 3, and 4 of the September, 2011 to February, 2011 Water Treatment Plant Chemical Chemicals, after review and approval by the City Attorney's Office, with Southwest Chemical Service of McAlester, Oklahoma at the unit prices per the attached bid tabulation and agreement.

15. Consider, and act upon, award of bid to Brentag Southwest for the supply of the chemicals for the McAlester Water Treatment Plant on a unit price basis the following chemicals: chlorine and activated carbon. *(David Medley, Utilities Director)*

Executive Summary

Motion to award of bid for Items 2, and 5 of the September, 2011 to February, 2011 Water Treatment Plant Chemical Chemicals, after review and approval by the City Attorney's Office, with Brentag Southwest of Nowata, Oklahoma at the unit prices per the attached bid tabulation and agreement.

16. Consider, and act upon, award of bid to Hawkins, Inc. for the supply of the chemicals for the McAlester Water Treatment Plant on a unit price basis the following chemical: sodium permanganate. *(David Medley, Utilities Director)*

Executive Summary

Motion to award of bid for Item 7 of the September, 2011 to February, 2011 Water Treatment Plant Chemical Chemicals, after review and approval by the City Attorney's Office, with Hawkins, Inc. of Fort Smith, Arkansas at the unit prices per the attached bid tabulation and agreement.

17. Consider and act upon assigning a 30 foot wide utility easement in Lot C-7 of Steven Taylor Industrial Park for the purpose of allowing the Oklahoma Turnpike Authority to construct an 8" diameter sanitary sewer to service their new Service Plaza to be located on the Indian Nation Turnpike approximately ¼ mile south of the Industrial Park. *(David Medley, Utilities Director)*

Executive Summary

Motion to assign the easement and authorize the Mayor to sign after review and approval by the City Attorney's Office.

18. Consider, and act upon a Work Order for Mehlburger Brawley Corporation for engineering services required for the design of construction of the Water Treatment Plant Residuals Handling Improvements. *(David Medley, Utilities Director)*

Executive Summary

Motion to approve and authorize the Mayor to sign the work order for Mehlburger Brawley to complete engineering services required for Water Treatment Plant Residuals Handling Improvements for an estimated fee of \$87,300 upon review and approval of by the City Attorney's Office.

19. Consider, and act upon, award of bid to Pittard Construction Company for the construction of Highway 69 ODOT Utility Relocation Sewer Project and authorize the Mayor to enter into a construction contract, in an amount of \$199,865.00. *(David Medley, Utilities Director)*

Executive Summary

Motion to award of bid for Highway 69 ODOT Utility Relocation Sewer Project and authorizing the Mayor to enter into a construction contract, after review and approval by the City Attorney's Office, with Pittard Construction Company of Allen, Texas in an amount of \$199,865.00.

20. Consider, and act upon, award of bid to Pittard Construction Company for the construction of Highway 69 ODOT Utility Relocation Water Project and authorize the Mayor to enter into a construction contract, in an amount of \$498,850.00. (*David Medley, Utilities Director*)

Executive Summary

Motion to award of bid for Highway 69 ODOT Utility Relocation Water Project and authorizing the Mayor to enter into a construction contract, after review and approval by the City Attorney's Office, with Pittard Construction Company of Allen, Texas in an amount of \$498,850.00.

21. Consider, and act upon a Work Order for Mehlburger Brawley Corporation for engineering services required for the design of construction of 12 inch Water Main Project at Taylor Industrial Park. (*David Medley, Utilities Director*)

Executive Summary

Motion to approve and authorize the Mayor to sign the work order for Mehlburger Brawley to complete engineering services required for Taylor Industrial Park Water Main Improvements for an estimated fee of \$38,900 upon review and approval of by the City Attorney's Office.

22. Consider, and act upon a Work Order for Mehlburger Brawley Corporation for engineering services required for the design of construction of an 8 inch Water Main Project to Lot B-2 at Taylor Industrial Park. (*David Medley, Utilities Director*)

Executive Summary

Motion to approve and authorize the Mayor to sign the work order for Mehlburger Brawley to complete engineering services required for Taylor Industrial Park 8 Inch Water Main to Lot B-2 for an estimated fee of \$19,500 upon review and approval of by the City Attorney's Office.

23. Consider and act upon, authorizing the Mayor to sign a Right of Way and Easement between the City of McAlester and Public Service Company of Oklahoma, a unit of American Electric Power, 1 Riverside Plaza Columbus, OH 43215. (*Peter J. Stasiak, City Manager*)

Executive Summary

Motion to authorize Mayor to sign Right of Way and Easement to relocate a PSO transmission line.

24. Consider and act upon a Resolution of the City of McAlester supporting the development of a regional retail commercial shopping center to be located along the U.S. Highway 69 bypass corridor within the City of McAlester and declaring such development to be for the benefit of the City of McAlester and the southeast Oklahoma region. (*Councilman Steve Harrison*)

Executive Summary

Motion to approve and act upon a Resolution of the City of McAlester supporting the development of a regional retail commercial shopping center to be located along the U.S. Highway 69 bypass corridor within the City of

McAlester and declaring such development to be for the benefit of the City of McAlester and the southeast Oklahoma region.

NEW BUSINESS

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

CITY MANAGER'S REPORT (Peter J. Stasiak)

- Report on activities for the past two weeks.

REMARKS AND INQUIRIES BY CITY COUNCIL

RECESS COUNCIL MEETING

CONVENE AS McALESTER AIRPORT AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the September 27, 2011 Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending October 4, 2011. *(Toni Ervin, Interim Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item C, to ratify and authorize the Mayor to sign the iWorQ Service Agreement between the City of McAlester and iWorQ Systems "iWorQ" located in Logan, Utah. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 2, an Ordinance amending Ordinance No. 2392 which established the budget for fiscal year 2011-2012; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, Interim CFO)*

ADJOURN MAA

CONVENE AS McALESTER PUBLIC WORKS AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the September 27, 2011 Regular Meeting of the McAlester Public Works Authority *(Cora Middleton, City Clerk)*

- Confirm action taken on City Council Agenda Item B, regarding claims ending October 4, 2011. (*Toni Ervin, Interim Chief Financial Officer*)
- Confirm action taken on City Council Agenda Item C, to ratify and authorize the Mayor to sign the iWorQ Service Agreement between the City of McAlester and iWorQ Systems “iWorQ” located in Logan, Utah. (*Peter J. Stasiak, City Manager*)
- Confirm action taken on City Council Agenda Item 1, selling approximately 1.2 acres of land (224’ x 232’) located at the Southside Business Development Center for the construction of a 10,000 sq. ft. office building. (*Peter J. Stasiak, City Manager*)
- Confirm action taken on City Council Agenda Item 2, an Ordinance amending Ordinance No. 2392 which established the budget for fiscal year 2011-2012; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. (*Toni Ervin, Interim CFO*)
- Confirm action taken on City Council Agenda Item 3, a donation for the construction of a fencing project located at the Farmer’s Market parking lot. (*Peter J. Stasiak, City Manager*)
- Confirm action taken on City Council Agenda Item 12, a Work Order for Mehlburger Brawley Corporation for engineering services required for the design of construction of the 2010 Community Development Block Grant (CDBG) Water and Sewer Improvements. (*David Medley, Utilities Director*)
- Confirm action taken on City Council Agenda Item 13, award of bid to Altivia Chemical Solutions for the supply of the chemicals for the McAlester Water Treatment Plant on a unit price basis the following chemicals: aluminum sulfate, 40% polymer, copper sulfate, and poly-aluminum ferric halide. (*David Medley, Utilities Director*)
- Confirm action taken on City Council Agenda Item 14, award of bid to Southwest Chemical Service for the supply of the chemicals for the McAlester Water Treatment Plant on a unit price basis the following chemicals: 30% caustic and polyphosphate. (*David Medley, Utilities Director*)
- Confirm action taken on City Council Agenda Item 15, award of bid to Brentag Southwest for the supply of the chemicals for the McAlester Water Treatment Plant on a unit price basis the following chemicals: chlorine and activated carbon. (*David Medley, Utilities Director*)
- Confirm action taken on City Council Agenda Item 16, award of bid to Hawkins, Inc. for the supply of the chemicals for the McAlester Water Treatment Plant on a unit price basis the following chemical: sodium permanganate. (*David Medley, Utilities Director*)
- Confirm action taken on City Council Agenda Item 17, assigning a 30 foot wide utility easement in Lot C-7 of Steven Taylor Industrial Park for the purpose of allowing the

Oklahoma Turnpike Authority to construct an 8" diameter sanitary sewer to service their new Service Plaza to be located on the Indian Nation Turnpike approximately ¼ mile south of the Industrial Park. *(David Medley, Utilities Director)*

- Confirm action taken on City Council Agenda Item 18, a Work Order for Mehlburger Brawley Corporation for engineering services required for the design of construction of the Water Treatment Plant Residuals Handling Improvements. *(David Medley, Utilities Director)*
- Confirm action taken on City Council Agenda Item 19, award of bid to Pittard Construction Company for the construction of Highway 69 ODOT Utility Relocation Sewer Project and authorize the Mayor to enter into a construction contract, in an amount of \$199,865.00. *(David Medley, Utilities Director)*
- Confirm action taken on City Council Agenda Item 20, award of bid to Pittard Construction Company for the construction of Highway 69 ODOT Utility Relocation Water Project and authorize the Mayor to enter into a construction contract, in an amount of \$498,850.00. *(David Medley, Utilities Director)*
- Confirm action taken on City Council Agenda Item 21, a Work Order for Mehlburger Brawley Corporation for engineering services required for the design of construction of 12 inch Water Main Project at Taylor Industrial Park. *(David Medley, Utilities Director)*
- Confirm action taken on City Council Agenda Item 22, a Work Order for Mehlburger Brawley Corporation for engineering services required for the design of construction of an 8 inch Water Main Project to Lot B-2 at Taylor Industrial Park. *(David Medley, Utilities Director)*
- Confirm action taken on City Council Agenda Item 23, authorizing the Mayor to sign a Right of Way and Easement between the City of McAlester and Public Service Company of Oklahoma, a unit of American Electric Power, 1 Riverside Plaza Columbus, OH 43215. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 24, a Resolution of the City of McAlester supporting the development of a regional retail commercial shopping center to be located along the U.S. Highway 69 bypass corridor within the City of McAlester and declaring such development to be for the benefit of the City of McAlester and the southeast Oklahoma region. *(Councilman Steve Harrison)*

ADJOURN MPWA

RECONVENE COUNCIL MEETING

EXECUTIVE SESSION

Recess into Executive Session in compliance with Section Title 25 Section 307 B.2 and 307 B.4 et.seq. Oklahoma Statutes, to wit:

- 1) Proposed executive session pursuant to Title 25, Sec. 307 (B) (2) to discuss negotiations concerning employees and representatives of employee groups: FOP
- 2) Proposed executive session pursuant to Title 25, Sec. 307 (B) (4) for Confidential communications between a public body and its attorney concerning a pending investigations, claims, or actions, more particularly: City of McAlester v. Randy Green, Case No. C-06-844; Mary Baird v. City of McAlester, Case No. C-09-244; Ida Jewel Martin v. McAlester Regional Health Center, et al., Case No. C-09-29; McAlester Economic Development v. Tandem Technologies, Case No. C-07-1403; Bravo Construction vs. City of McAlester (Pending in Arbitration); Morris v. City of McAlester 2010-CIV-200-FHS; McCormick vs. City of McAlester 2011-CIV-166; Kozel vs. City of McAlester CJ-2011-237.
- 3) Proposed executive session pursuant to Title 25, Sec. 307 (B) (2) to discuss negotiations concerning employees and representatives of employee groups: IAFF

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

- 1) Consider, and take necessary action related to negotiations with FOP.
- 2) Consider, and act to approve and direct the filing of a declaratory judgment action in the District Court of Pittsburg County, Oklahoma against the IAFF to determine the issues related to the legal deficiencies and constitutionality of IAFF request to arbitrate the Collective Bargaining Agreement for FY 2010-2011.
- 3) Consider, and take action regarding recommendations for the City of McAlester/IAFF Collective Bargaining Agreement for FY 2011-2012.

ADJOURNMENT

CERTIFICATION

I certify that this Notice of Meeting was posted on this _____ day of _____ 2011 at ____ a.m./p.m. as required by law in accordance with Section 303 of the Oklahoma Statutes and that the appropriate news media was contacted. As a courtesy, this agenda is also posted on the City of McAlester website: www.cityofmcalester.com.

Cora M. Middleton, City Clerk

Council Chambers
Municipal Building
September 13, 2011

The McAlester City Council met in Regular session on Tuesday, September 13, 2011, at 6:00 P.M. after proper notice and agenda was posted, September 9, 2011, at 9:50 A. M.

Call to Order

Mayor Priddle called the meeting to order.

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

Roll Call

Council Roll Call was as follows:

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

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

Mayor Priddle announced that the August Employee of the Month award would be postponed until the September 27, 2011 Council meeting. He stated that Danny Bennett was unable to attend this meeting due to previous obligations.

Citizen's Comments on Non-agenda Items

None

Consent Agenda

- A. Approval of the Minutes from the August 23, 2011 Regular Meeting of the McAlester City Council. (*Cora Middleton, City Clerk*)
- B. Approval of Claims for August 17, 2011 through September 6, 2011. (*Toni Ervin, Interim Chief Financial Officer*) In the following amounts: General Fund - \$69,873.51; Nutrition - \$857.15; Landfill Res./Sub-Title D - \$2,730.00; Airport Grant - \$307.55; Tourism Fund - \$6,687.63; SE Expo Center - \$9,990.83; E-911 - \$12,734.29; Economic Development - \$19,021.91; Fleet Maintenance - \$39,116.89; Dedicated Sales Tax-MPWA - \$2,500.00 and CIP Fund - \$22,958.84.

- C. Authorize the Mayor to sign a resolution of the City of McAlester which supports the protection and maintenance of existing rail lines, and the reopening of the rail line between Shawnee, Oklahoma and McAlester, Oklahoma. *(Peter J. Stasiak, CM)* Resolution No. 11-14.
- D. To ratify 2011-2012 Memorandum of Understanding between the City of McAlester and Ki Bois Community Action Foundation, Inc. for the development of a recycling program for the City of McAlester. *(Peter J. Stasiak, CM and R. Carroll Huggins, CEO Ki Bois Community Action, Inc.)*
- E. Authorize the Mayor to sign a Lease Agreement between McAlester Regional Airport Authority and City of McAlester hereinafter referred to as “Lessor” and EASTOK hereinafter referred to as “Lessee” for a term of one year beginning July 1, 2011 and ending on June 30, 2012. *(Mel Priddy, Director of Community Services.)*
- F. To ratify a Business Customer Service Agreement with U.S. Cellular Corporation for cellular telephone service and equipment, that will expire on June 30, 2012. The Terms of this Agreement shall renew thereafter for a single one year unless either party notifies the other party in writing of its intent not to renew this Agreement, or such notice is provided at least five days prior to the expiration of the Initial Term. *(Cora Middleton, City Clerk)*
- G. Authorize the Mayor to sign an agreement for Administration of the Sales and Use Tax Ordinances of the City Town of McAlester. *(Toni Ervin, Interim Chief Financial Officer)*
- H. Concur with Oklahoma Municipal Assurance Group recommendation to deny Claim No. 30807 and 30808-ME. *(Cora Middleton, City Clerk)*
- I. Concur with Mayor’s Re-Appointment of Sabre Tate to the Tree Board for a term to expire September 2013. *(Kevin E. Priddle, Mayor)*
- J. Concur with Mayor’s Re-Appointment of Marsha Green to the Tree Board for a term to expire September 2013. *(Kevin E. Priddle, Mayor)*
- K. Concur with Mayor’s Re-Appointment of Theo Webb to the Tree Board for a term to expire September 2013. *(Kevin E. Priddle, Mayor)*

Mr. Ervin commented on the payment that had been made to Ervin & Ervin. Manager Stasiak informed Mr. Ervin that the City was tracking the various cases separately.

Councilman Mason requested that item “E” be removed for individual consideration.

Councilman Harrison moved to approve Consent Agenda items “A through D” and “F through K”. The motion was seconded by Councilman Karr.

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

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

Mayor Priddle declared the motion carried.

Items Removed from Consent Agenda

- E. Authorize the Mayor to sign a Lease Agreement between McAlester Regional Airport Authority and City of McAlester hereinafter referred to as “Lessor” and EASTOK hereinafter referred to as “Lessee” for a term of one year beginning July 1, 2011 and ending on June 30, 2012. (*Mel Priddy, Director of Community Services.*)

Councilman Harrison moved to authorize the Mayor to sign a Lease Agreement between McAlester Regional Airport Authority and City of McAlester hereinafter referred to as “Lessor” and EASTOK hereinafter referred to as “Lessee” for a term of one year beginning July 1, 2011 and ending on June 30, 2012. The motion was seconded by Councilman Garvin.

Before the vote, there was discussion among the Council including the City Attorney concerning the review of the agreement by the City Attorney, if the agreement protected the City against improper use of the hangar, the amount of the hangar lease and having any information available for the Council’s review.

Councilman Mason moved to amend the motion to require the lessee to insure the property and indemnify the City of McAlester. The motion was seconded by Councilman Harrison.

Before the vote, Councilman Harrison commented that he would like to have information in the future to review to insure that the base was accurate.

Mayor Priddle restated that the motion was to “authorize the Mayor to sign a Lease Agreement between McAlester Regional Airport Authority and City of McAlester hereinafter referred to as “Lessor” and EASTOK hereinafter referred to as “Lessee” for a term of one year beginning July 1, 2011 and ending on June 30, 2012, subject to Eastok’s acceptance of indemnity clause and insurance of the property. There was no discussion, and the vote was taken as follows:

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

Mayor Priddle declared the motion carried.

1. Discussion and possible action to hire LANDPLAN Consultants Inc. to prepare a Trails Master Plan for the City of McAlester. (*Peter J. Stasiak, CM and Councilman Steve Harrison*)

Executive Summary

Discussion and possible action to approve hiring LANDPLAN Consultants Inc. to prepare a Trails Master Plan for the City of McAlester in the amount of \$46,000 (\$36,500 Citywide Trail Master Plan and \$9,500 Conceptual Trail Design) and authorizing the Mayor to sign the appropriate documents.

Councilman Harrison moved to open the floor for discussion of LANDPLAN Consultants Inc. The motion was seconded by Councilman Garvin.

Councilman Harrison introduced Keith Franklin, President of LANDPLAN Consultants Inc.

Mr. Franklin presented the Council with a Power Point presentation of examples of the various trails plans that the company had developed since it was founded in 1983.

After the presentation there was discussion among the Council concerning the need for a Trails Plan in the City, how this plan would be funded, if this would be part of the City's Master Plan and how the money used for this project could not be used for infrastructure improvements.

Councilman Harrison moved to approve hiring LANDPLAN Consultants Inc. to prepare a Trails Master Plan for the City of McAlester in the amount of \$46,000 (\$36,500 Citywide Trail Master Plan and \$9,500 Conceptual Trail Design) and authorizing the Mayor to sign the appropriate documents. The motion was seconded by Councilman Mason.

Before the vote, Councilman Garvin asked if the company could help find grant money for this project. Mr. Franklin commented that they could and the Federal grants were usually 80-20 matches.

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

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

NAY: Councilman Karr,

Mayor Priddle declared the motion carried

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

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

NAY: None

Mayor Priddle declared the motion carried and the Public Hearing was opened at 7:02 P.M.

Public Hearing

- **AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2392 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2011-2012; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.**
- **AN ORDINANCE TO RESCIND ORDINANCE NO. 2391 THAT AMENDED CHAPTER 82; OFFENSES AND MISCELLANEOUS PROVISIONS, CREATED**

There were no comments from either the public or the Council and Councilman Karr moved to close the Public Hearing. The motion was seconded by Councilman Smith.

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

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

NAY: None

Mayor Priddle declared the motion carried and the Public Hearing was closed at 7:03 P.M.

Scheduled Business

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

Executive Summary

Motion to approve the budget amendment ordinance.

ORDINANCE NO. 2398

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

Councilman Harrison moved to approve **ORDINANCE NO. 2398**, seconded by Councilman Karr.

Before the vote, Ms. Ervin reviewed the amendments with the Council. There was no discussion, and the vote was taken as follows:

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

NAY: None

Mayor Priddle declared the motion carried.

Councilman Mason moved to approve the EMERGENCY CLAUSE, seconded by Councilman Garvin. There was no discussion, and the vote was taken as follows:

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

NAY: None

Mayor Priddle declared the motion carried.

3. Discussion and possible action, on a recommendation by Councilman Sam Mason to rescind Ordinance 2391 (restriction on sales of pseudoephedrine) based on the Oklahoma Attorney General's Opinion. (*Councilman Sam Mason*)

Executive Summary

A recommendation to rescind Ordinance 2391.

ORDINANCE NO. 2399

AN ORDINANCE TO RESCIND ORDINANCE NO. 2391 THAT AMENDED CHAPTER 82; OFFENSES AND MISCELLANEOUS PROVISIONS, CREATED SECTION 82-3, RESTRICTION ON SALES OF PSEUDOEPHEDRINE, OF ARTICLE I, IN GENERAL AND DECLARING AN EMERGENCY.

A motion was made by Councilman Garvin and seconded by Councilman Harrison to open the floor for discussion to rescind **ORDINANCE NO. 2391**.

Before the vote, Councilman Mason explained this had been submitted to the City Attorney for review and there had been suggestions to modify the draft to the form as it was submitted to the Council for consideration. He added that **ORDINANCE NO. 2391**, had been ruled as unenforceable by the Attorney General.

Mr. Ervin commented that the recommended changes were only to mirror the language used by the Attorney General.

There was discussion among the Council and the City Attorney concerning the Attorney General's opinion, why the original ordinance had passed on the matter and submitting a resolution to the Representatives informing them of the City's stand on this matter.

Councilman Mason moved to approve **ORDINANCE NO. 2391**, rescinding **ORDINANCE NO. 2391**. The motion was seconded by Councilman Harrison.

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

AYE: Councilman Garvin, Mason, Smith & Harrison

NAY: Councilman Karr & Mayor Priddle

Mayor Priddle declared the motion carried.

There was discussion among the Council and the City Attorney regarding the confusion about the EMERGENCY CLAUSE.

Councilman Harrison moved to approve the EMERGENCY CLAUSE, seconded by Councilman Mason.

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

AYE: Councilman Smith, Harrison, Garvin & Mason

NAY: Councilman Karr & Mayor Priddle

Mayor Priddle declared the motion failed.

4. Consider, and act upon, a 2011-2012 Oklahoma Highway Safety Grant Agreement between the City of McAlester Police Department, and the Oklahoma Highway Safety Office. (*Jim Lyles, Police Chief*)

Executive Summary

Motion to Approve, and authorize the mayor to sign a 2011-2012 Oklahoma Highway Safety Grant Agreement in the amount of \$30,000.00.

Councilman Karr moved to approve and authorize the Mayor to sign a 2011-2012 Oklahoma Highway Safety Grant Agreement in the amount of \$30,000.00. The motion was seconded by Councilman Harrison.

Before the vote, Manager Stasiak explained that annually the McAlester Police Department received a Highway Safety Grant for the reimbursement of overtime for police officers to work highway safety. He added that the Grant authorized reimbursement of overtime up to \$24,000.00 and reimbursement for equipment up to \$6,000.00. There was no other discussion, and the vote was taken as follows:

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

NAY: None

Mayor Priddle declared the motion carried.

New Business

There was no new business.

City Manager's Report

Manager Stasiak reported that the City had conducted testing of the Black Board Connect system the past two (2) days and it had worked very well. He stated that the replacement enclosure for the Recycling Center had been installed today and Vice-Mayor Browne had a company interested in the City's recycling material. He commented that the City had received a Justice Assistance Grant for \$10,000.00 and this would be used to purchase mobile radios. Manager Stasiak reported that the Fire Department had installed a toning system, which had been approved by the Council, and since that installation about ten (10) days ago every call has come through very clear. He stated that it was a great enhancement. He informed the Council that site B7 at the Industrial Park had been cleared and about seventeen (17) acres of B9 had been cleared. He announced that Mayor Priddle had been nominated for OML "Mayor of the Year" and the results would be announced Thursday, September 15th during the OML Business Meeting and Awards Breakfast.

Remarks and Inquiries by City Council

Each of the Council congratulated Mayor Priddle on his nomination.

Councilman Smith mentioned the October 11th election for the restructuring of some of the City's debt. He stressed how important this election was and briefly explained that it would lower interest that was being charged on the debt and not raise any sales tax or extend the length of the debt.

Councilman Harrison urged the voters to vote at the October 11th election.

Councilman Karr asked about the results from the new Code enforcement process and if there was a schedule for street repairs that were connected to water line breaks. He also mentioned a new business on highway 69.

Manager Stasiak commented that the new Code enforcement process was having tremendous success and the street repairs were being systematically addressed.

Councilman Mason asked for an update on when the City would advertise for bids for the signalization at Wyandotte and Strong and commented that he would like to have that information by the next meeting. He also inquired about the status of the Allied Waste Contract and ordinance and requested that information at the next meeting.

Mr. Ervin explained that he had not yet met with Allied and he was working on continuity issues with the contract. He stated that the information would not be ready by the next meeting and that he wanted to make sure that the contract was correct when it was completed.

Councilman Mason asked if the Council could receive updates at each meeting.

Mr. Ervin stated that he could furnish the Council with updates.

Mayor Priddle expressed appreciation for the work that was being done by the City employees in their efforts to keep everything running and he stated that he had met with Berry Plastics in the Industrial Park about their issues when water is cutoff due to line breaks. He asked about a cut off valve that might be installed to allow water service to continue and if the companies could be notified whenever there were line breaks that would affect their business. He further explained that the coming election was to only refinance some of the City's debt with a lower interest rate.

Recess Council Meeting

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

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

NAY: None

Mayor Priddle declared the motion carried and the meeting was recessed at 7:46 P.M.

Reconvene Council Meeting

The Regular Meeting was reconvened at 7:48 P.M.

Adjournment

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

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

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

NAY: None

Mayor Priddle declared the motion carried, and the meeting was adjourned at 7:49 P.M.

ATTEST:

Kevin E. Priddle, Mayor

Cora Middleton, City Clerk

CLAIMS FROM
SEPTEMBER 21, 2011
THRU
OCTOBER 4, 2011

PACKET: 07235 CLAIMS FOR 10/11/2011

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
	ROY PACE	I-201109282959	01 -5542331	EMPLOYEE TRAV ROY PACE: TRAVEL EXP SCHOOL	056934	140.80
	LADANA DETELLO	I-201109282960	01 -5211331	EMPLOYEE TRAV LADANA DETELLO: TRAVEL EXP SCH	056935	117.38
	CRESTLINE	I-H1516934	01 -5653213	SAFETY SUPPLI PROMOTIONAL WHISTLES	056936	192.12
01-A00026	AT & T LONG DISTANCE					
		I-201109212946	01 -5215315	TELEPHONE UTI PHONE UTIL-LONG DIST. SVS	056869	201.19
01-A00028	"A" PLUS LAWN SERVICE					
		I-11-00892	01 -5542308	CONTRACTED SE MONTHLY MOWING CONTRACT	056937	1,250.00
01-A00150	ACME JANITORIAL					
		I-588202	01 -5431203	REPAIRS & MAI CLEANING SUPPLIES NEEDED	056939	247.02
01-A00259	AFLAC FLEX ONE					
		I-929320ER	01 -5653348	DRUG TESTING/ FSA & FLEX MONTHLY FEES	056940	50.00
01-A00267	AIRGAS					
		I-106458663	01 -5432202	OPERATING SUP OXYGEN FOR EMS & FIRE	056941	104.44
		I-106461849	01 -5432202	OPERATING SUP OXYGEN FOR EMS & FIRE	056941	56.90
01-A00362	ALLEGIANCE COMMUNICATIO					
		I-201109292965	01 -5431328	INTERNET SERV INTERNET SVS-FIRE STAT #2	056927	62.95
		I-201109292965	01 -5865328	INTERNET SERV INTERNET SVS-STREETS	056927	82.95
		I-201109292965	01 -5431328	INTERNET SERV INTERNET SVS-607 VILLAGE BLVD	056927	62.95
01-A00500	AMERICAN MUNICIPAL SERV					
		I-201109282957	01 -2105	COLLECTION AG COURT COLLECTION FEES DUE	056944	6,142.25
01-A00770	AUTO PARTS CO					
		I-891374	01 -5432203	REPAIR & MAIN MISC PARTS FOR REPAIRS	056946	16.80
		I-891405	01 -5432203	REPAIR & MAIN MISC PARTS FOR REPAIRS	056946	42.65
		I-891658	01 -5432203	REPAIR & MAIN MISC PARTS AS NEEDED	056946	3.90
		I-891697	01 -5432203	REPAIR & MAIN MISC PARTS AS NEEDED	056946	169.66
01-A00775	AUTO ZONE					
		I-0519622880	01 -5432203	REPAIR & MAIN REPAIR PARTS AS NEEDED	056947	21.59
01-B00180	BEMAC SUPPLY					
		I-S1612810.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	056949	24.09
		I-S1614964.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	056949	135.51
		I-S1615669.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	056949	24.09
		I-S1619003.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	056949	313.62
01-B00243	BIG V FEED					
		I-34732	01 -5322202	OPERATING SUP OPEN PO FOR DOG FOOD-A/C	056950	80.25
		I-35746	01 -5322202	OPERATING SUP OPEN PO FOR DOG FOOD-A/C	056950	76.40
01-C00100	CLEET					

PACKET: 07235 CLAIMS FOR 10/11/2011

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00100	CLEET		continued			
		I-201110042983	01 -2100	CLEET PAYABLE CLEET FEES DUE	056952	4,618.51
01-C00251	CAVENDER'S					
		I-29637	01 -5431207	CLOTHING ALLO BOOTS - REGAN	056954	149.99
01-C00275	CECIL E. WADE					
		I-SEP 2011	01 -5542308	CONTRACTED SE MONTHLY MOWING CONTRACT	056955	555.00
01-C00320	CENTERPOINT ENERGY ARKL					
		I-201109292966	01 -5215314	GAS UTILITY GAS UTIL-607 VILLAGE BLVD	056928	22.61
01-C00430	CHIEF FIRE & SAFETY CO.					
		I-166582	01 -5431203	REPAIRS & MAI MISC PARTS AS NEEDED	056957	158.00
		I-166692	01 -5431203	REPAIRS & MAI MISC PARTS AS NEEDED	056957	61.00
		I-167922	01 -5431203	REPAIRS & MAI REPAIR ITEMS AS NEEDED	056957	175.00
		I-168380	01 -5431203	REPAIRS & MAI REPAIR PARTS FOR E-2	056957	1,313.00
01-C00840	CRAWFORD & ASSOCIATES					
		I-6057	01 -5215302	CONSULTANTS AUDIT PREP FOR 2010-11 YR	056959	380.00
01-D00130	DATA FLOW					
		I-61980	01 -5211202	OPERATING SUP YEAR END FORMS	056960	331.88
01-D00402	DIAMOND TROPHY					
		I-752670	01 -5653215	AWARDS PROGRA PLAQUES FOR AWARD DINNER	056965	590.55
01-D00540	DOLESE BROTHERS					
		I-5-78151-11	01 -5865218	STREET REPAIR SCREENINGS FOR DURA PATCH	056966	86.16
		I-5-79032-11	01 -5865218	STREET REPAIR SCREENINGS FOR DURA PATCH	056966	281.00
01-D00620	DONNIE ROWELL					
		I-201110032971	01 -5544308	CONTRACT LABO UMPIRE FEES-2 GAMES	056967	50.00
01-D00622	BILLY D STACKS					
		I-201110032979	01 -5544308	CONTRACT LABO UMPIRE FEES-6 GAMES	056968	150.00
01-E00266	ERVIN & ERVIN ATTORNEYS					
		I-OCT 2011	01 -5214302	CONSULTANTS CITY ATTORNEY - LEGAL FEE	056972	3,125.00
01-F00140	FIRE SERVICE TRAINING					
		I-315	01 -5432331	EMPLOYE TRAVE CPR CARDS	056975	288.00
01-F00170	FIRST NATIONAL BANK					
		I-102011-#133	01 -5321510	LEASE PAYMENT LEASE #133	056976	5,185.00
01-F00371	LLOYD FIELDS					
		I-458947	01 -5542316	REPAIRS & MAI REPAIRS IN KIT AT STIPE C	056978	106.23
		I-768359	01 -5542316	REPAIRS & MAI REPLACE SINK FAUCET	056978	160.07

10/04/2011 9:10 AM
 PACKET: 07235 CLAIMS FOR 10/11/2011
 VENDOR SET: 01
 FUND : 01 GENERAL FUND

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 3

VENDOR	NAME	ITFM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-G00055	G.FARNEY & ASSOCIATES,					
	I-23288	01	-5543203	REPAIRS & MAI MISC REPAIR ITEMS-POOLS	056979	87.52
	I-23320	01	-5543203	REPAIRS & MAI MISC REPAIR ITEMS-POOLS	056979	107.62
01-G00260	GEORGE HALIBURTON					
	I-430937	01	-5652318	ABATEMENTS CONTRACT MOWING FOR	056980	990.00
01-G00460	GREEN COUNTRY ELECTRIC					
	I-18423	01	-5548203	REPAIRS & MAI CONTRACTOR FEES-ELECTRIC	056982	5,200.00
01-G00490	GRISSOM IMPLEMENT INC					
	I-234795	01	-5542204	SMALL TOOLS PRUNER FOR ALLEY CLEANING	056983	584.99
01-H00053	HANSON HEIDELBERG CEMEN					
	I-10661292	01	-5665218	STREET REPAIR 128' OF 18" PIPE-CULVERT	056985	2,279.08
01-I00061	IKON OFFICE SOLUTIONS,					
	I-5020425310	01	-5321308	CONTRACTED SE METR READ; BASE CHARGE	056986	94.76
01-I00070	I P M A					
	I-24175815	01	-5653348	DRUG TESTING/ FIRE ENTRY TEST NEEDED	056987	297.75
01-I00110	IMPRESS OFFICE SUPPLY					
	I-032889	01	-5211202	OPERATING SUP OPEN PO FOR SUPPLIES	056988	14.87
	I-032890	01	-5211202	OPERATING SUP OPEN PO FOR SUPPLIES	056988	9.99
	I-032958	01	-5211202	OPERATING SUP OPEN PO FOR SUPPLIES	056988	11.41
	I-032999	01	-5321202	OPERATING SUP OPEN PO FOR MISC SUPPLIES	056988	4.49
	I-033006	01	-5321202	OPERATING SUP OPEN PO FOR MISC SUPPLIES	056988	45.96
01-I00115	INTERMEDIIX TECHNOLOGIES					
	I-201110042986	01	-5432308	CONTRACTED SE EMS BILLING SERVICES-SEPT 2011	056989	3,148.41
01-I00120	TYLER TECHNOLOGIES					
	I-201109282958	01	-5213336	FEES MONTHLY SUPPORT FEE-COURT	056990	200.00
	I-201109282958	01	-5225349	SOFTWARE MAIN MONTHLY SUPPORT FEE-IT	056990	200.00
01-I00140	INDIAN NATION WHOLESALE					
	I-5465862	01	-5544202	OPERATING SUP CONCESSION SUPPLIES NEEDE	056991	273.92
	I-5471465	01	-5544202	OPERATING SUP CONCESSION SUPPLIES NEEDE	056991	385.89
01-I00195	INTEGRIS OCCUPATIONAL H					
	I-2011-10975	01	-5653348	DRUG TESTING/ PHY. CAPACITY TEST-FIREMA	056992	600.00
01-I00262	INVESTIGATIVE CONCEPTS,					
	I-1167	01	-5653348	DRUG TESTING/ OPEN PO FOR NEW HIRE CKS	056994	31.90
01-K00101	KEITH A. BARNES					
	I-201110032978	01	-5544308	CONTRACT LABO UMPIRE FEES-2 GAMES	056999	50.00

PACKET: 07235 CLAIMS FOR 10/11/2011

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-L00235	LEE'S IRON & METAL					
		I-0007622	01 -5542203	REPAIRS & MAI CHANNEL IRON FOR REPAIRS	057002	88.80
01-L00251	LENNY AUSTIN					
		I-9-22-11	01 -5652318	ABATEMENTS LABOR FOR CLEAN UP	057003	140.00
01-L00380	LOCKE SUPPLY CO.					
		I-16036426-00	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	057004	88.99
		I-16121310-00	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	057004	17.70
		I-16197166-00	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	057004	5.36
		I-16199453-00	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	057004	29.02
		I-16281484-00	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	057004	36.60
01-L00428	LOWE'S CREDIT SERVICES					
		I-000924	01 -5431203	REPAIRS & MAI MISC SUPPLIES AS NEEDED	057005	33.77
		I-000957	01 -5431203	REPAIRS & MAI MISC SUPPLIES AS NEEDED	057005	64.54
		I-02857	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	057005	19.00
		I-08441	01 -5865203	REPAIR & MAIN PAINT & SUPPLIES FOR T/C	057005	75.48
		I-08740	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	057005	153.86
		I-09587	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	057005	16.90
		I-09867	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	057005	32.60
		I-09949	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	057005	46.54
		I-909309	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	057005	161.86
01-M00460	MITCHAEAL D DISTRIBUTING					
		I-982350	01 -5544203	REPAIRS & MAI CONCESSION SUPPLIES-SBC	057009	51.00
01-MC0098	MCAFFEE & TAFT					
		I-353902	01 -5214302	CONSULTANTS LEGAL FEES AS NEEDED	057011	242.00
		I-353904	01 -5210302	CONSULTANTS/L LEGAL FEES AS NEEDED	057011	176.00
		I-353905	01 -5210302	CONSULTANTS/L LEGAL FEES AS NEEDED	057011	5,016.78
		I-353906	01 -5210302	CONSULTANTS/L LEGAL FEES AS NEEDED	057011	66.00
		I-353907	01 -5210302	CONSULTANTS/L LEGAL FEES AS NEEDED	057011	220.00
		I-353908	01 -5210302	CONSULTANTS/L LEGAL FEES AS NEEDED	057011	264.00
01-MC0135	MC ALESTER MONUMENT CO					
		I-9-26-2011	01 -5653215	AWARDS PROGRA AWARD FOR AWARDS DINNER	057013	330.00
01-N00250	MCALISTER NEWS CAPITAL					
		I-05603259	01 -5212317	ADVERTISING & OPEN PO FOR COUNCIL	057014	15.75
		I-05603260	01 -5212317	ADVERTISING & OPEN PO FOR COUNCIL	057014	18.35
01-N00271	NIX FORD MERCURY INC.					
		I-68215	01 -5432203	REPAIR & MAIN PARTS FOR MEDIC -2	057015	209.94
		I-68248	01 -5432203	REPAIR & MAIN REPAIR PARTS FOR AMBULANC	057016	33.01
		I-68250	01 -5432203	REPAIR & MAIN REPAIR PARTS FOR AMBULANC	057017	258.89
01-N00359	NWTC					
		I-SFT0000053552	01 -5321331	EMPLOYEE TRAV TASER INSTRUCTOR COURSE	057019	175.00

PACKET: 07235 CLAIMS FOR 10/11/2011

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000219	OKLA BUREAU OF NARCOTIC					
	I-201110042984	01 -2103	OBN PAYABLE (DRUG EDUCATION FEES DUE	057024	41.22	
01-000345	OKLA DEPT OF LABOR					
	I-201278562	01 -5548203	REPAIRS & MAI BOILER INSP AT LIBRARY	057027	25.00	
01-000427	OKLA UNIFORM BUILDING C					
	I-SEPT 2011	01 -5652336	FEES MONTHLY BLDG PERMIT FEES	057028	92.00	
01-000520	OIL-OK INDEPENDENT LIVI					
	I-102011-2010/2011	01 -5101355	OIL-OK FOR IN CONTRACT WITH OIL	057029	1,840.00	
01-000530	OML-OK MUNICIPAL LEAGUE					
	I-11-00949	01 -5210331	EMPLOYEE TRAV CONF. FEES-PLANNING WKSP	057030	85.00	
01-000536	OKPELRA					
	I-11-00901	01 -5210331	EMPLOYEE TRAV LABOR RELATIONS SEMINAR	057031	65.00	
01-000589	ORIENTAL TRADING CO.					
	I-646462308-01	01 -5653215	AWARDS PROGRA AWARDS DINNER SUPPLIES	057032	430.75	
	I-646598885-01	01 -5653215	AWARDS PROGRA AWARDS DINNER SUPPLIES	057032	64.24	
	I-646598885-02	01 -5653215	AWARDS PROGRA AWARDS DINNER SUPPLIES	057032	34.00	
01-000595	OSBI					
	I-201110042982	01 -2101	AFIS PAYABLE AFIS & FORENSIC FEES DUE	057033	2,546.00	
	I-201110042982	01 -2102	FORENSICS PAY AFIS & FORENSIC FEES DUE	057033	2,469.83	
01-P00210	PEPSI COLA					
	I-187148	01 -5544202	OPERATING SUP CONCESSION SUPPLIES SBC	057034	195.00	
	I-187166	01 -5544202	OPERATING SUP CONCESSION SUPPLIES SBC	057034	19.20	
01-P00242	PETER STASIAK					
	I-201110042985	01 -5210331	EMPLOYEE TRAV TRAVEL EXP-OKC IAFF-LBO MTG	057035	165.21	
01-P00250	PETTY CASH					
	I-201110042987	01 -5652331	EMPLOYEE TRAV REIMB PC-TRAVEL EXP TRAINING	057036	47.35	
	I-201110042987	01 -5542331	EMPLOYEE TRAV REIMB PC-TRAVEL EXP CONF	057036	88.10	
	I-201110042987	01 -5542331	EMPLOYEE TRAV REIMB PC-TRAVEL EXP CHEM SCHOO	057036	215.47	
	I-201110042987	01 -5215202	OPERATING SUP REIMB PC-PINK RIBBON TBL FEE	057036	280.00	
	I-201110042987	01 -5652331	EMPLOYEE TRAV REIMB PC-TRAVEL EXP TRAINING	057036	42.49	
	I-201110042987	01 -5653202	OPERATING SUP REIMB PC-INMATE FEES	057036	27.05	
	I-201110042987	01 -5653202	OPERATING SUP REIMB PC-MTG SUPPLIES	057036	52.97	
	I-201110042987	01 -5321331	EMPLOYEE TRAV REIMB PC-TRAVEL EXP SCHOOL	057036	43.45	
	I-201110042987	01 -5653331	EMPLOYEE TRAV REIMB PC-TRAVEL EXP SCHOOL	057036	15.46	
	I-201110042987	01 -5652331	EMPLOYEE TRAV REIMB PC-TRAVEL EXP TRAINING	057036	47.35	
01-P00350	PB COUNTY TAG AGENCY					
	I-11-00887	01 -5544202	OPERATING SUP TITLE FOR 2011 GATOR	057037	11.00	

PACKET: 07235 CLAIMS FOR 10/11/2011

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00560	PUBLIC SERVICE/AEP					
		I-201109212945	01 -5215313	ELECTRIC UTIL ELECT UTIL-KOMAR PAV	056871	39.09
		I-201109212945	01 -5215313	ELECTRIC UTIL ELECT UTIL-KOMAR BLDG	056871	105.46
		I-201109292963	01 -5215313	ELECTRIC UTIL ELECT UTIL-PD/NARC	056929	82.43
		I-201109292963	01 -5215313	ELECTRIC UTIL ELECT UTIL-1699 E CARL ALBERT	056929	25.97
		I-201109292963	01 -5215313	ELECTRIC UTIL ELECT UTIL-607 VILLAGE BLVD	056929	972.34
01-R00360	RICKY S HACKLER					
		I-201110032972	01 -5544309	CONTRACT LABO UMPIRE FEES-4 GAMES	057042	100.00
01-R00477	ROCKHURST UNIVERSITY CO					
		I-11-00941	01 -5211331	EMPLOYEE TRAV PRINCIPLES OF PAYROLL	057043	293.50
01-S00008	S L LEDBETTER, RPR, CSP					
		I-10053	01 -5321202	OPERATING SUP TRANSCRIPT FEE-MUNHOLLAND	057044	178.50
01-S00009	SADLER PAPER CO					
		I-35267	01 -5542203	REPAIRS & MAI JANITORIAL SUPPLIES	057045	721.46
01-S00190	SECURITY SYS. & ENG. IN					
		I-27259	01 -5547308	CONTRACTED SE QTRLY ALARM MONT. FEE	057046	185.00
01-S00290	SHERWIN WILLIAMS					
		I-3661-0	01 -5542203	REPAIRS & MAI PAINT TO COVER GRAFITTI	057050	292.35
01-S00726	STAPLES ADVANTAGE					
		I-19295	01 -5653215	AWARDS PROGRA CERTIFICATES FOR DINNER	057053	21.84
		I-3160724928	01 -5212202	OPERATING SUP MISC OFFICE SUPPLIES	057053	45.25
		I-7078104449	01 -5653202	OPERATING SUP INK; TONER & MISC SUPPLIE	057053	333.01
		I-79188	01 -5431202	OPERATING SUP OPER SUPPLIES AS NEEDED	057053	48.66
		I-80016	01 -5431202	OPERATING SUP OPER SUPPLIES AS NEEDED	057053	108.85
		I-81482	01 -5653215	AWARDS PROGRA CERTIFICATES FOR DINNER	057053	51.38
		I-81483	01 -5652202	OPERATING SUP OFFICE SUPPLIES NEEDED	057053	112.27
		I-82329	01 -5865203	REPAIR & MAIN OFFICE SUPPLIES NEEDED	057053	133.62
		I-82474	01 -5653202	OPERATING SUP INK; TONER & MISC SUPPLIE	057053	153.90
01-S00791	STEIDLEY & NEAL, P.L.L.					
		I-365	01 -5214302	CONSULTANTS LEGAL FEES-GREEN	057054	3,810.00
01-T00058	BIZTEL COMMUNICATIONS					
		I-2960	01 -5320202	OPERATING EXP 3 PHONE CORDS-DISPATCH	057055	45.00
01-T00370	TIPPIT INSURANCE AGENCY					
		I-36483	01 -5215322	LIABILITY INS EMPLOYEE BOND RENEWALS	057056	1,045.00
01-T00537	TRAVIS, WOLFF & CO, LLP					
		I-9924336	01 -5653306	CONTRACTED SE 2ND QTR PLAN ADMIN CHG	057057	835.00
01-T00580	R D FORD					

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-T00580	R D FORD		continued			
		I-57579	01 -5544308	CONTRACT LABO FEE TO PUMP LIFT STATION	057058	230.00
01-T00630	TWIN CITIES READY MIX					
		I-59168	01 -5865218	STREET REPAIR MISC CONCRETE POURS	057059	902.50
		I-59189	01 -5865218	STREET REPAIR MISC CONCRETE POURS	057059	270.75
01-U00020	US CELLULAR					
		I-201109292967	01 -5215315	TELEPHONE UTI CELL PHONE EXP-GENERAL	056931	1,844.13
01-W00040	WALMART COMMUNITY BRC					
		I-00089	01 -5431202	OPERATING SUP MAINT SUPPLIES AS NEEDED	057063	101.63
		I-00453	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	057063	129.54
		I-01444	01 -5653215	AWARDS PROGRA AWARDS FOR EMPLOYEES	057063	129.89
		I-02373	01 -5431202	OPERATING SUP MAINT SUPPLIES AS NEEDED	057063	143.35
		I-02537A	01 -5653215	AWARDS PROGRA AWARDS FOR EMPLOYEES	057063	177.00
		I-04257	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	057063	50.29
		I-08209	01 -5653215	AWARDS PROGRA AWARDS FOR EMPLOYEES	057063	44.96
		I-08247	01 -5547203	REPAIRS & MAI MISC SUPPLIES NEEDED	057063	188.88
		I-09249A	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	057063	94.00
01-W00078	WARREN CLINIC INC					
		I-175657	01 -5653213	SAFETY SUPPLI SAFETY GLASSES AS NEEDED	057064	114.00
		I-175717	01 -5653213	SAFETY SUPPLI SAFETY GLASSES AS NEEDED	057064	114.00
		I-175718	01 -5653213	SAFETY SUPPLI SAFETY GLASSES AS NEEDED	057064	114.00
		I-175719	01 -5653213	SAFETY SUPPLI SAFETY GLASSES AS NEEDED	057064	94.00
		I-175720	01 -5653213	SAFETY SUPPLI SAFETY GLASSES AS NEEDED	057064	114.00
		I-175721	01 -5653213	SAFETY SUPPLI SAFETY GLASSES AS NEEDED	057064	114.00
01-W00270	WHITE ELECTRICAL SUPPLY					
		I-S1392949.001	01 -5548203	REPAIRS & MAI SUPPLIES FOR RV HOOKUPS	057066	547.20
		I-S1393867.001	01 -5548203	REPAIRS & MAI SUPPLIES FOR RV HOOKUPS	057066	59.96
01-X00020	XEROX CORP-MAJOR ACCOUNT					
		I-800581917	01 -5215312	EQUIPMENT REN COPY MACHINE LEASES	057069	1,938.02
				FUND 01 GENERAL FUND	TOTAL:	76,311.99

PACKET: 07235 CLAIMS FOR 10/11/2011

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-A00103	ACCURATE LABS & MINING					
	I-IT13120	02	-5974304	LAB TESTING MONTHLY LAB TESTING	056938	430.00
	I-SU14532	02	-5973203	REPAIRS & MAI LAB SUPPLIES FOR BOTH PLS	056938	1,366.18
01-A00362	ALLEGIANCE COMMUNICATIO					
	I-201109292965	02	-5973328	INTERNET SERV INTERNET SVS-EAST WWM PLANT	056927	62.95
01-A00423	ALLIED WASTE SERVICES O					
	I-201109212947	02	-5866306	CONTRACTED RE WASTE SVS FEES FOR AUG 2011	056870	141,436.07
	I-201109212947	02	-5866306	CONTRACTED RE CREDIT FOR BAD DEBTS	056870	804.53-
01-A00430	ALTIVIA					
	I-209487	02	-5974206	CHEMICALS CAUSTIC FOR WTP	056943	5,444.25
	I-209806	02	-5974206	CHEMICALS ALUM FOR WTP USE	056943	3,276.13
01-A00751	ATWOODS					
	I-710/9	02	-5974203	REPAIRS & MAI REPAIR ITEMS AS NEEDED	056945	69.56
	I-712/9	02	-5974203	REPAIRS & MAI REPAIR ITEMS AS NEEDED	056945	52.20
01-B00180	BEMAC SUPPLY					
	I-S16118762.001	02	-5975230	SEWER MAIN RE MISC REPAIR & MAINT ITEMS	056949	9.32
01-B00491	BRENNTAG SOUTHWEST					
	I-BSW277378	02	-5974206	CHEMICALS BRENNFOC FOR WTP	056951	18,639.07
	I-BSW279173	02	-5974206	CHEMICALS BRENNFOC FOR WTP	056951	18,382.95
01-D00140	DATAMATIC, LTD					
	I-CA-0000021538	02	-5216316	REPAIRS & MAI ANNUAL MAINT. CONTRACT	056961	4,132.08
01-D00322	DEPT. OF ENVIR. QUALITY					
	I-OE4521777	02	-5975331	EMPLOYEE TRAV "C" CLASS REG-T. BROWN	056963	62.00
01-D00540	DOLESE BROTHERS					
	I-RM11050844	02	-5975218	STREET REPAIR CONCRETE AS NEEDED FOR	056966	397.00
	I-RM11052325	02	-5975218	STREET REPAIR CONCRETE AS NEEDED FOR	056966	202.00
	I-RM11053375	02	-5975218	STREET REPAIR CONCRETE AS NEEDED FOR	056966	731.00
01-E00204	EMBASSY SUITES					
	I-B1388872	02	-5871331	EMPLOYEE TRAV TRAVEL EXP FLOOD PLAIN	056969	154.00
01-E00265	ERMI ENVIRONMENTAL LABS					
	I-1104822	02	-5973304	LAB TESTING MONTHLY TESTING FEES	056971	135.00
	I-1104823	02	-5973304	LAB TESTING MONTHLY TESTING FEES	056971	189.47
01-E00321	EVANS ENTERPRISES, INC.					
	I-63770	02	-5973316	REPAIRS & MAI AERATOR MOTOR REPAIRS	056973	2,868.18
01-F00037	FASTENAL					
	I-OKMCA99898	02	-5973203	REPAIRS & MAI MISC SUPPLIES AS NEEDED	056974	6.42

PACKET: 07235 CLAIMS FOR 10/11/2011

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00170	FIRST NATIONAL BANK					
		I-102011-#134	02 -5864510	LEASE PAYMENT CATERPILLAR & COMPACTOR	056976	8,524.37
01-H00016	HD WATERWORKS					
		I-3678218	02 -5975235	WATER MAIN RE PARTS & FIRE HYDRANTS	056984	5,868.00
01-I00110	IMPRESS OFFICE SUPPLY					
		I-032863	02 -5216202	OPERATING SUP OFFICE SUPPLIES NEEDED	056988	8.79
01-I00120	TYLER TECHNOLOGIES					
		I-201109282958	02 -5216336	FEES MONTHLY SUPPORT FEE-UB&C	056990	293.16
01-I00237	INTERSTATE ELECTRICAL					
		I-00170750	02 -5974203	REPAIRS & MAI REBUILT FEE FOR PUMP #4	056993	8,200.00
01-J00162	JD THOMAS dba J.D. THOM					
		I-207860	02 -5975240	LAND IMPROVEM REPAIRS TO STEM WALL	056996	525.00
01-L00428	LOWE'S CREDIT SERVICES					
		I-06197	02 -5974203	REPAIRS & MAI REPAIR & MAINT ITEMS	057005	39.78
		I-09226	02 -5975230	SEWER MAIN RE MISC REPAIR & MAINT	057005	49.77
		I-09902	02 -5974203	REPAIRS & MAI REPAIR & MAINT ITEMS	057005	132.56
		I-12609	02 -5974203	REPAIRS & MAI REPAIR & MAINT ITEMS	057005	13.60
		I-12675	02 -5974203	REPAIRS & MAI REPAIR & MAINT ITEMS	057005	756.09
		I-909623	02 -5974203	REPAIRS & MAI REPAIR & MAINT ITEMS	057006	31.96
		I-909631	02 -5216202	OPERATING SUP DEHUMIDIFER FOR UB&C DEPT	057006	189.05
		I-909695	02 -5974203	REPAIRS & MAI REPAIR & MAINT ITEMS	057006	51.36
01-L00429	LOVE BOTTLING CO.					
		I-8100331	02 -5973304	LAB TESTING WATER FOR TESTING	057007	27.00
01-M00532	MISTY VALLEY WATER CO.					
		I-66501	02 -5866230	RECYCLING CEN OPEN PO FOR WATER FOR	057010	14.67
		I-66573	02 -5866230	RECYCLING CEN OPEN PO FOR WATER FOR	057010	7.59
01-N00250	MCALESTER NEWS CAPITAL					
		I-05603282	02 -5974317	ADVERTISING/P OPEN PO FOR PUBLICATIONS	057014	89.25
01-N00347	MEHLBURGER BRAWLEY, INC					
		I-MC-09-02-08	02 -5974401	CAPITAL OUTLA WTP FILTER: CLEARWELL IMP	057018	1,236.00
01-O00275	OKLA DEPT OF COMMERCE					
		I-102011-#8908	02 -5267521	CDBG LOAN #89 CDBG - EDIF #8908	057026	1,145.83
01-P00420	POSTMASTER					
		I-11-00971	02 -5216317	POSTAGE POSTAGE FOR UTIL BILLS	057038	10,000.00
01-R00090	RAM INC					
		I-27815	02 -5864212	FUEL EXPENSE DIESEL FOR LF AND WTP	057041	5,697.87

PACKET: 07235 CLAIMS FOR 10/11/2011

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-R00090	RAM INC		continued			
		I-27816	02 -5974212	FUEL EXPENSE DIESEL FOR LF AND WTP	057041	1,582.20
01-S00205	SEQUOYAH ENGINEERING, I					
		I-S0350610.55	02 -5973302	CONSULTANTS (PRETREATMENT PROGRAM	057047	1,360.00
01-S00212	SERVICE & EQUIPMENT INT					
		I-2011-0802	02 -5973316	REPAIRS & MAI REPLACE CONTROL PANEL	057048	4,594.51
01-S00234	SHARE CORPORATION					
		I-788150/788608	02 -5975235	WATER MAIN RE SS NUTS & BOLTS TO REPAIR	057049	848.74
01-S00530	SOUTHWEST CHEMICAL SERV					
		I-92919	02 -5974206	CHEMICALS POYMER FOR WTP	057051	2,688.00
01-U00020	US CELLULAR					
		I-201109292967	02 -5267315	TELEPHONE UTI CELL PHONE EXP-MPWA	056931	683.12
		I-201109292967	02 -5975328	INTERNET SERV INTERNET SVS-UTM SUPV	056931	51.10
01-U00051	UTILITY SUPPLY CO.					
		I-055554	02 -5975235	WATER MAIN RE PIPE AND REPAIR CLAMPS	057060	2,060.00
		I-055555	02 -5975235	WATER MAIN RE REPAIR ITEMS AS NEEDED	057060	183.83
		I-055556	02 -5975235	WATER MAIN RE REPAIR ITEMS AS NEEDED	057060	869.26
		I-055557	02 -5975235	WATER MAIN RE REPAIR ITEMS AS NEEDED	057060	133.54
01-U00128	UNITED PACKAGING & SHIP					
		I-100684	02 -5973316	REPAIRS & MAI OPEN PO FOR SHIPPING	057061	33.73
		I-101114	02 -5973316	REPAIRS & MAI OPEN PO FOR SHIPPING	057061	27.49
01-V00082	VERONICA BOATRIGHT					
		I-009B-OCT	02 -5216302	CONSULTANTS CONSULTING FEES-12 MONTHS	057062	450.00
01-W00130	WATER PRODUCTS					
		I-0881541-IN	02 -5975235	WATER MAIN RE GATE VALVES & PARTS	057065	1,023.88
01-W00270	WHITE ELECTRICAL SUPPLY					
		I-S1394328.001	02 -5973203	REPAIRS & MAI MISC SUPPLIES FOR WWM	057066	157.96
		I-S1395518.001	02 -5973203	REPAIRS & MAI MISC SUPPLIES FOR WWM	057066	283.89
		I-S1396607.001	02 -5973203	REPAIRS & MAI MISC SUPPLIES FOR WWM	057066	29.41
01-W00290	WHOLESALE ELECTRIC SUPP					
		I-S3207780.001	02 -5973203	REPAIRS & MAI PARTS NEEDED FOR REPAIRS	057067	12.58
01-W00465	WORTH HYDROCHEM OF OKLA					
		I-2745IN1	02 -5974203	REPAIRS & MAI EMERGENCY REPAIRS	057068	4,068.22
			FUND 02 MPWA	TOTAL:		261,284.46

PACKET: 07235 CLAIMS FOR 10/11/2011

VENDOR SET: 01

FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-D00323	DEPT. OF ENVIR. QUALITY					
		I-2929552012	03 -5876329	DEQ FEES YRLY STORMWATER FEES	056964	330.00
		I-2929552012	03 -5876330	DUES & SUBSCR YRLY STORMWATER FEES	056964	100.00
01-F00170	FIRST NATIONAL BANK					
		I-102011-#119817	03 -5876511	FNB LOAN #119 LOAN #119817 - AIRPORT AUTH	056976	2,510.00
01-J00440	JOANN CRABTREE					
		I-11-00895	03 -5876208	LAND MAINTENA YRLY LEASE FOR EASEMENT	056997	582.00
01-P00250	PETTY CASH					
		I-201110042987	03 -5876203	REPAIRS & MAI REIMB PC-POSTAGE FOR GRANTS	057036	77.13
01-U00020	US CELLULAR					
		I-201109292967	03 -5876315	TELEPHONE UTI CELL PHONE EXP-AIRPORT	056931	27.13
			FUND 03	AIRPORT AUTHORITY	TOTAL:	3,626.26

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FUND : 08 NUTRITION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00276	A LEROY DICK					
		I-201110032977	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	056942	91.58
01-D00213	DEBBIE COMPTON					
		I-201110032973	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	056962	165.00
		I-201110032974	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	056962	149.30
01-E00207	EMMA E. BELLIS					
		I-201110032975	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	056970	165.00
		I-201110032976	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	056970	122.10
01-S00580	AT & T					
		I-201109292964	08 -5549315	TELEPHONE UTI PHONE UTIL-NUTRITION	056930	137.45
01-U00020	US CELLULAR					
		I-201109292967	08 -5549315	TELEPHONE UTI CELL PHONE EXP-NUTRITION	056931	81.39
				FUND 08 NUTRITION	TOTAL:	911.82

PACKET: 07235 CLAIMS FOR 10/11/2011

VENDOR SET: 01

FUND : 27 TOURISM FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-MC0134	MCALESTER MAIN STREET					
		I-102011-2010/2011	27 -5655353	MAIN STREET P CONTRACT WITH MCALESTER MAIN S	057012	1,050.00
01-P00250	PETTY CASH					
		I-201110042987	27 -5655214	TOURISM EXPEN REIMS PC-TRAVEL EXP OML BOOTH	057036	215.33
01-P00450	PRIDE IN MCALESTER					
		I-102011-2010-2011	27 -5655352	MISC PRIDE IN CONTRACT WITH PRIDE IN McALEST	057039	2,300.00
01-W00270	WHITE ELECTRICAL SUPPLY					
		I-S1384811.001	27 -5655214	TOURISM EXPEN ELECT SUPPLIES FOR RV	057066	13,978.98
		I-S1389083.001	27 -5655214	TOURISM EXPEN ELECT SUPPLIES FOR RV	057066	90.96
		I-S1389134.001	27 -5655214	TOURISM EXPEN ELECT SUPPLIES FOR RV	057066	387.06
		I-S1389740.001	27 -5655214	TOURISM EXPEN ELECT SUPPLIES FOR RV	057066	38.52
		I-S1391169.001	27 -5655214	TOURISM EXPEN ELECT SUPPLIES FOR RV	057066	47.01
		I-S1395125.003	27 -5655214	TOURISM EXPEN ELECT SUPPLIES FOR RV	057066	71.79
			FUND 27	TOURISM FUND	TOTAL:	18,179.65

PACKET: 07235 CLAIMS FOR 10/11/2011

VENDOR SET: 01

FUND : 28 SE EXPO CENTER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
	CRESTLINE	I-H1516934	28 -5654317	ADVERTISING & PROMOTIONAL WHISTLES	056936	192.13
01-B00180	BEMAC SUPPLY					
		I-S1619028.001	28 -5654203	REPAIR & MAIN REPAIR PARTS FOR STOOLS	056949	7.07
		I-S1620966.001	28 -5654203	REPAIR & MAIN REPAIR & MAINT SUPPLIES	056949	81.61
		I-S1620966.002	28 -5654203	REPAIR & MAIN REPAIR & MAINT SUPPLIES	056949	45.83
01-C00202	CARTRIDGE WORLD					
		I-105145	28 -5654202	OPERATING SUP INK REFILLS	056953	61.32
		I-105257	28 -5654202	OPERATING SUP INK CART FOR OFFICE PRINT	056953	85.34
01-C00823	COUNTRY MART					
		I-9-20-11	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	056958	37.20
01-L00078	LAMBERT MECHANICAL INC					
		I-110691	28 -5654316	REPAIRS & MAI A/C REPAIRS FOR UPSTAIRS	057001	1,490.54
01-P00210	PEPSI COLA					
		I-187028	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	057034	104.00
01-P00560	PUBLIC SERVICE/AEP					
		I-201109292963	28 -5654313	ELECTRIC UTIL ELECT UTIL-EXPO	056929	7,176.91
01-U00020	US CELLULAR					
		I-201109292967	28 -5654315	TELEPHONE UTI CELL PHONE EXP-EXPO	056931	108.52
01-W00040	WALMART COMMUNITY BRC					
		I-03524	28 -5654203	REPAIR & MAIN CARPET SHAMPOOER	057063	88.84
		I-07027	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	057063	116.07
			FUND 28 SE EXPO CENTER	TOTAL:		9,595.38

PACKET: 07235 CLAIMS FOR 10/11/2011

VENDOR SET: 01

FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00250	PETTY CASH					
		I-201110042987	29 -5324331	EMPLOYEE TRAV REIMB PC-TRAVEL EXP CAD SYS	057036	11.78
		I-201110042987	29 -5324331	EMPLOYEE TRAV REIMB PC-TRAVEL EXP CAD SYS	057036	10.78
01-P00551	PUBLIC SAFETY CONFERENC					
		I-11-1075	29 -5324331	EMPLOYEE TRAV 911 EMER CONFERENCE FEE	057040	210.00
01-S00580	AT & T					
		I-201109292964	29 -5324315	TELEPHONE UTI PHONE UTIL-E911	056930	1,897.81
01-U00020	US CELLULAR					
		I-201109292967	29 -5324315	TELEPHONE UTI CELL PHONE EXP-911	056931	27.13
			FUND 29 E-911	TOTAL:		2,157.50

PACKET: 07235 CLAIMS FOR 10/11/2011

VENDOR SET: 01

FUND : 30 ECONOMIC DEVELOPMENT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-M00270	MPOWER ECONOMIC DEVELOP					
		I-102011-2010-2011	30 -5211360	ECONOMIC DEVE MPOWER ECONOMIC DEV	057008	15,389.41
01-MC0134	MCALESTER MAIN STREET					
		I-102011-2010/2011	30 -5211353	MAIN STREET P CONTRACT WITH MCALESTER MAIN S	057012	1,050.00
01-N00347	MEHLBURGER BRAWLEY, INC					
		I-MC-11-01-04	30 -5652350	BUSINESS DEVE ENG FEES-ELKS RD PROJECT	057018	7,000.00
01-000275	OKLA DEPT OF COMMERCE					
		I-102011-#12248	30 -5211510	CDBG / EDIF D CDBG - EDIF CONT #12248	057025	282.50
01-P00450	PRIDE IN MCALESTER					
		I-102011-2010-2011	30 -5211352	MISC PRIDE IN CONTRACT WITH PRIDE IN McALEST	057039	2,300.00
			FUND 30	ECONOMIC DEVELOPMENT	TOTAL:	26,021.91

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REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 07235 CLAIMS FOR 10/11/2011

VENDOR SET: 01

FUND : 32 GIFTS & CONTRIBUTIONS

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00180	BEMAC SUPPLY					
		I-S1618975.001	32 -5215405	CAPITAL OUTLA ADA DRINKING FOUNTAIN	056949	452.92
01-F00371	LLOYD FIELDS					
		I-458948	32 -5215405	CAPITAL OUTLA ADA DRINKING FOUNTAIN	056978	159.79
			FUND 32	GIFTS & CONTRIBUTIONS	TOTAL:	612.71

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FUND : 33 CDBG GRANTS FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-N00347	MEHLBURGER BRAWLEY, INC					
		I-MC-10-03-04	33 -5871405	CAPITAL OUTLA ENG FEES 2009 WTR & SEWER	057018	1,042.00
				FUND 33 CDBG GRANTS FUND	TOTAL:	1,042.00

PACKET: 07235 CLAIMS FOR 10/11/2011

VENDOR SET: 01

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-A00770	AUTO PARTS CO					
		I-891023	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	056946	18.99
		I-891203	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	056946	6.19
		I-891239	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	056946	13.68
		I-891266	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	056946	61.49
		I-891281	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	056946	49.26
		I-891378	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	056946	41.40
		I-891379	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	056946	14.79
		I-891407	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	056946	8.97
		I-891410	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	056946	36.49
01-B00150	BEALES GOODYEAR TIRES					
		I-MC-188108	35 -5862203	REPAIRS & MAI TIRES TO REPLENISH STOCK	056948	390.76
		I-MC-188109	35 -5862203	REPAIRS & MAI TIRES FOR SB-1	056948	199.00
		I-MC-188201	35 -5862203	REPAIRS & MAI TIRES FOR STOCK FOR S-37	056948	539.97
		I-MC-188212	35 -5862203	REPAIRS & MAI TIRES FOR UTM - 6	056948	541.76
		I-MC-188213	35 -5862203	REPAIRS & MAI TIRES FOR PK-19	056948	590.28
		I-MC-188214	35 -5862203	REPAIRS & MAI TIRES FOR POLICE UNIT 16	056948	535.64
01-C00340	CERTIFIED LABORATORIES					
		I-488995	35 -5862205	PETROLEUM PRO GAS & DIESEL ADDATIVES	056956	803.66
01-F00310	FRONTIER INTNL. TRUCKS,					
		I-830917	35 -5862203	REPAIRS & MAI TRANS FOR G-4 WRECKER	056977	4,038.13
01-G00310	GIB'S TRANSMISSION, INC					
		I-2436	35 -5862203	REPAIRS & MAI REPAIRS TO WW-3	056981	152.16
01-G00490	GRISOM IMPLEMENT INC					
		I-234370	35 -5862203	REPAIRS & MAI PARTS TO REPAIR GATOR	056983	2,787.75
01-K00205	KIAMICHI AUTOMOTIVE					
		I-121783	35 -5862203	REPAIRS & MAI FRONT END PARTS FOR UTM-6	057000	361.98
01-O00075	O'REILLY AUTO PARTS					
		C-0230-364720 CR	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	057020	63.21-
		C-0230-365492 CR	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	057020	63.73-
		C-0230-365812 CR	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	057020	32.63-
		C-0230-365829 CR	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	057020	27.86-
		C-0230-365962 CR	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	057020	25.07-
		I-0230-362103	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	057020	2.29
		I-0230-363050	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	057020	37.00
		I-0230-363186	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	057020	6.78
		I-0230-363226	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	057020	22.97
		I-0230-363257	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	057020	7.96
		I-0230-363258	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	057020	72.67
		I-0230-363394	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	057020	91.44
		I-0230-364711	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	057020	44.01
		I-0230-364713	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	057020	63.21

PACKET: 07235 CLAIMS FOR 10/11/2011

VENDOR SET: 01

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-000075	O'REILLY AUTO PARTS	continued				
		I-0230-364719	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	057021	83.61
		I-0230-364856	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	057021	14.86
		I-0230-364907	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	057021	3.87
		I-0230-364936	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	057021	29.23
		I-0230-364979	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	057021	90.49
		I-0230-365179	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	057021	51.59
		I-0230-365421	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	057021	27.98
		I-0230-365466	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	057021	22.06
		I-0230-365471	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	057021	99.73
		I-0230-365526	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	057021	9.98
		I-0230-365562	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	057021	188.75
		I-0230-365653	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	057021	7.46
		I-0230-365716	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	057021	9.98
		I-0230-365734	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	057022	9.98
		I-0230-365764	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	057022	137.72
		I-0230-365764	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	057022	114.22
		I-0230-365811	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	057022	31.04
		I-0230-365900	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	057022	61.92
		I-0230-365931	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	057022	44.30
		I-0230-366423	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	057022	252.24
		I-0230-366454	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	057022	23.95
		I-0230-366531	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	057022	92.58
		I-0230-366688	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	057022	45.50
		I-0230-366764	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	057022	56.00
		I-0230-366986	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	057022	29.90
		I-0230-367089	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	057022	167.73
		I-0230-367119	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	057022	22.99
		I-0230-367236	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	057023	17.78
		I-0230-367298	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	057023	553.52
		I-0230-367369	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	057023	85.44
		I-0230-367425	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	057023	44.24
		I-0230-367465	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	057023	90.97
		I-0230-367553	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	057023	15.99
		I-0230-368093	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	057023	296.94
		I-0230-368157	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	057023	15.71
		I-0230-368158	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	057023	7.99
01-S00710	STANDARD MACHINE LLC					
		I-221775	35 -5862203	REPAIRS & MAI MISC ITEMS NEEDED FOR	057052	191.28
01-U00020	US CELLULAR					
		I-201109292967	35 -5862315	TELEPHONE UTI CELL PHONE EXP-FLEET AMINT	056931	54.26
	FUND	35	FLEET MAINTENANCE	TOTAL:		14,431.96

PACKET: 07235 CLAIMS FOR 10/11/2011

VENDOR SET: 01

FUND : 41 CIP FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00170	FIRST NATIONAL BANK					
		I-102011-#137	41 -5865510	LEASE PAYMENT LEASE PAYMENT ON DURAPATCHER	056976	3,378.84
01-J00069	J.S. HAREN COMPANY					
		I-PMT #2	41 -5975402	WATER TREATME WTP FILTER & CLEARWELL	056995	15,525.00
01-K00066	KATCON INC.					
		I-2	41 -5865403	CAPITAL PROJE REPAIRS OF SANDY CK CANAL	056998	63,865.94
01-N00347	MEHLBURGER BRAWLEY, INC					
		I-MC-10-01A-06	41 -5215402	HWY 69 UTILIT ENGINEERING FEES-69 HWY	057018	1,787.50
		I-MC-10-01B-06	41 -5215402	HWY 69 UTILIT ENGINEERING FEES-69 HWY	057018	1,790.00
			FUND 41 CIP FUND	TOTAL:		86,347.28
				REPORT GRAND TOTAL:		500,522.86

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE
2011-2012	01 -2100	CLEET PAYABLE (COURT)	4,618.51					
	01 -2101	AFIS PAYABLE - COURT	2,546.00					
	01 -2102	FORENSICS PAYABLE (COURT)	2,469.83					
	01 -2103	OBN PAYABLE (COURT)	41.22					
	01 -2105	COLLECTION AGENCY 25% (COU	6,142.25					
	01 -5101355	OIL-OK FOR INDEPENDENT LIV	1,840.00	22,080	16,560.00			
	01 -5210302	CONSULTANTS/LABOR RELATION	5,742.78	40,000	455.00-	Y		
	01 -5210331	EMPLOYEE TRAVEL & TRAININ	315.21	5,000	2,942.98			
	01 -5211202	OPERATING SUPPLIES	368.15	6,200	5,078.33			
	01 -5211331	EMPLOYEE TRAVEL & TRAININ	410.88	6,000	5,137.22			
	01 -5212202	OPERATING SUPPLIES	45.25	3,650	2,358.17			
	01 -5212317	ADVERTISING & PRINTING	34.10	2,000	1,500.00			
	01 -5213336	FEES	200.00	3,000	2,400.00			
	01 -5214302	CONSULTANTS	7,177.00	90,200	11,797.86			
	01 -5215202	OPERATING SUPPLIES	280.00	6,000	2,798.72			
	01 -5215302	CONSULTANTS	380.00	25,000	15,332.50			
	01 -5215312	EQUIPMENT RENTALS	1,938.02	28,600	6,033.75			
	01 -5215313	ELECTRIC UTILITY	1,225.29	360,000	290,465.83			
	01 -5215314	GAS UTILITY	22.61	15,000	14,869.33			
	01 -5215315	TELEPHONE UTILITY	2,045.32	55,000	44,547.67			
	01 -5215322	LIABILITY INSURANCE/BONDS	1,045.00	145,000	18,472.34			
	01 -5225349	SOFTWARE MAINTENANCE	200.00	32,090	2,576.90			
	01 -5320202	OPERATING EXPENSE	45.00	4,500	3,665.41			
	01 -5321202	OPERATING SUPPLIES	228.95	15,000	12,138.70			
	01 -5321308	CONTRACTED SERVICES	94.76	15,000	6,720.00			
	01 -5321331	EMPLOYEE TRAVEL & TRAININ	218.45	6,500	4,820.48			
	01 -5321510	LEASE PAYMENTS	5,185.00	62,220	41,480.00			
	01 -5322202	OPERATING SUPPLIES	156.65	3,000	1,628.00			
	01 -5431202	OPERATING SUPPLIES	402.49	15,000	12,865.31			
	01 -5431203	REPAIRS & MAINT SUPPLIES	2,052.33	13,000	5,427.51			
	01 -5431207	CLOTHING ALLOWANCE	149.99	18,500	14,064.90			
	01 -5431328	INTERNET SERVICE	125.90	2,800	2,233.45			
	01 -5432202	OPERATING SUPPLIES	161.34	15,000	10,161.40			
	01 -5432203	REPAIR & MAINT SUPPLIES	756.44	7,500	5,085.52			
	01 -5432308	CONTRACTED SERVICES	3,148.41	45,000	35,936.26			
	01 -5432331	EMPLOYEE TRAVEL & TRAINING	288.00	5,000	4,712.00			
	01 -5542202	OPERATING SUPPLIES	94.00	5,000	2,396.62			
	01 -5542203	REPAIRS & MAINT SUPPLIES	1,713.20	53,600	38,321.64			
	01 -5542204	SMALL TOOLS	584.99	2,000	2,000.00			
	01 -5542308	CONTRACTED SERVICES	1,805.00	14,000	7,422.19			
	01 -5542316	REPAIRS & MAINTENANCE	266.30	18,000	16,440.50			
	01 -5542331	EMPLOYEE TRAVEL & TRAININ	444.37	1,400	224.38-	Y		
	01 -5543203	REPAIRS & MAINT SUPPLIES	195.14	13,000	10,394.81			
	01 -5544202	OPERATING SUPPLIES	885.01	20,300	13,444.98			
	01 -5544203	REPAIRS & MAINTENANCE SUPP	51.00	4,500	4,121.10			

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
01	-5544308	CONTRACT LABOR	580.00	29,600	23,775.00				
01	-5547203	REPAIRS & MAINT SUPPLIES	188.88	12,000	8,586.12				
01	-5547308	CONTRACTED SERVICES	185.00	1,500	1,315.00				
01	-5548203	REPAIRS & MAINTENANCE SUPP	6,507.14	50,000	29,271.93				
01	-5652202	OPERATING SUPPLIES	112.27	2,260	121.00-	Y			
01	-5652318	ABATEMENTS	1,130.00	12,000	9,270.00				
01	-5652331	EMPLOYEE TRAVEL & TRAININ	137.19	1,600	1,295.46				
01	-5652336	FEES	92.00	2,500	2,000.00				
01	-5653202	OPERATING SUPPLIES	566.93	2,800	1,702.77				
01	-5653213	SAFETY SUPPLIES	856.12	7,000	3,419.82				
01	-5653215	AWARDS PROGRAM	1,874.61	9,000	4,243.94				
01	-5653308	CONTRACTED SERVICES	835.00	5,200	2,655.00				
01	-5653331	EMPLOYEE TRAVEL & TRAININ	15.46	2,000	1,462.99				
01	-5653348	DRUG TESTING/PHYSICALS	979.65	8,000	3,124.25				
01	-5865203	REPAIR & MAINT SUPPLIES	209.10	75,000	63,817.87				
01	-5865218	STREET REPAIRS & MAINTENAN	3,819.49	240,000	176,489.97				
01	-5865328	INTERNET SERVICE	82.95	1,510	1,034.20				
02	-5216202	OPERATING SUPPLIES	197.84	18,300	15,642.02				
02	-5216302	CONSULTANTS	450.00	5,400	0.00				
02	-5216316	REPAIRS & MAINTENANCE	4,132.08	4,800	667.92				
02	-5216317	POSTAGE	10,000.00	45,000	25,000.00				
02	-5216336	FEES	293.16	4,500	3,620.52				
02	-5267315	TELEPHONE UTILITY	683.12	50,000	35,452.21				
02	-5267521	CDBG LOAN #8908	1,145.83	13,750	9,166.68				
02	-5864212	FUEL EXPENSE	5,697.87	44,100	38,104.47				
02	-5864510	LEASE PAYMENTS	8,524.37	102,293	68,195.52				
02	-5866230	RECYCLING CENTER EXPENSE	22.26	7,000	5,500.00				
02	-5866306	CONTRACTED REFUSE SERVICES	140,631.54	1,714,070	1,432,990.52				
02	-5871331	EMPLOYEE TRAVEL & TRAININ	154.00	3,500	2,592.00				
02	-5973203	REPAIRS & MAINT SUPPLIES	1,856.44	65,000	26,508.89				
02	-5973302	CONSULTANTS (IND. PRETREAT	1,360.00	85,000	25,000.00				
02	-5973304	LAB TESTING	351.47	38,100	23,907.00				
02	-5973316	REPAIRS & MAINTENANCE	7,523.91	45,000	27,049.80				
02	-5973328	INTERNET SERVICE	62.95	750	561.15				
02	-5974203	REPAIRS & MAINT SUPPLIES	13,415.33	63,000	19,173.39				
02	-5974206	CHEMICALS	48,430.40	381,200	185,868.17				
02	-5974212	FUEL EXPENSE	1,582.20	22,344	19,365.37				
02	-5974304	LAB TESTING	430.00	35,000	19,231.05				
02	-5974317	ADVERTISING/PRINTING/POSTA	89.25	2,000	179.38				
02	-5974401	CAPITAL OUTLAY	1,236.00	0	0.00				
02	-5975218	STREET REPAIRS & MAINTENAN	1,330.00	109,850	63,649.99				
02	-5975230	SEWER MAIN REPAIR	59.09	36,750	21,755.38				
02	-5975235	WATER MAIN REPAIR	10,987.25	84,750	50,571.21				
02	-5975240	LAND IMPROVEMENTS	525.00	12,000	10,835.00				
02	-5975328	INTERNET SERVICE	51.10	1,500	1,157.85				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	02 -5975331	EMPLOYEE TRAVEL & TRAININ	62.00	2,000	1,107.28		
	03 -5876203	REPAIRS & MAINT SUPPLIES	77.13	3,700	2,562.64		
	03 -5876208	LAND MAINTENANCE SUPP.	582.00	3,000	2,418.00		
	03 -5876315	TELEPHONE UTILITY	27.13	300	218.61		
	03 -5876329	DEQ FEES	330.00	330	0.00		
	03 -5876330	DUES & SUBSCRIPTIONS	100.00	200	100.00		
	03 -5876511	FNB LOAN #119817 PAYMENTS	2,510.00	30,300	21,720.24		
	08 -5549308	CONTRACT SERVICES	692.98	17,000	13,027.63		
	08 -5549315	TELEPHONE UTILITY	218.84	2,400	1,736.04		
	27 -5655214	TOURISM EXPENSE	14,829.65	30,000	1,105.08		
	27 -5655352	MISC PRIDE IN MCALESTER	2,300.00	27,600	20,700.00		
	27 -5655353	MAIN STREET PROGRAM	1,050.00	12,600	9,450.00		
	28 -5654202	OPERATING SUPPLIES	146.66	5,000	4,242.82		
	28 -5654203	REPAIR & MAINT SUPPLIES	223.35	20,000	13,932.06		
	28 -5654210	CONCESSION SUPPLIES	257.27	35,000	29,924.55		
	28 -5654313	ELECTRIC UTILITY	7,176.91	65,000	44,572.47		
	28 -5654315	TELEPHONE UTILITY	108.52	3,660	2,014.44		
	28 -5654316	REPAIRS & MAINTENANCE	1,490.54	22,000	15,591.46		
	28 -5654317	ADVERTISING & PRINTING	192.13	5,000	2,783.88		
	29 -5324315	TELEPHONE UTILITY	1,924.94	0	8,813.82-	Y	
	29 -5324331	EMPLOYEE TRAVEL & TRAININ	232.56	5,000	357.44		
	30 -5211352	MISC PRIDE IN MCALESTER	2,300.00	27,600	20,700.00		
	30 -5211353	MAIN STREET PROGRAM	1,050.00	12,600	9,450.00		
	30 -5211360	ECONOMIC DEVELOP. SERVICES	15,389.41	199,452	153,283.77		
	30 -5211510	CDBG / EDIF DURALINE LOAN	282.50	3,390	2,260.00		
	30 -5652350	BUSINESS DEVELOPMENT EXPEN	7,000.00	67,000	10,400.00-	Y	
	32 -5215405	CAPITAL OUTLAY ADA COMPLIA	612.71	36,639	35,626.52		
	33 -5871405	CAPITAL OUTLAY	1,042.00	233,264	0.00		
	35 -5862203	REPAIRS & MAINTENANCE SUPP	13,574.04	378,972	244,444.13		
	35 -5862205	PETROLEUM PRODUCTS	803.66	30,600	17,166.14		
	35 -5862315	TELEPHONE UTILITY	54.26	830	667.22		
	41 -5215402	HWY 69 UTILITY RELOCATE	3,577.50	984,033	889,433.00		
	41 -5865403	CAPITAL PROJECTS	63,865.94	131,000	0.00		
	41 -5865510	LEASE PAYMENTS	3,378.84	40,547	27,031.64		
	41 -5975402	WATER TREATMENT PLANT IMPR	15,525.00	414,900	19.00-	Y	
	** 2011-2012 YEAR TOTALS **		500,522.86				

NO ERRORS

** END OF REPORT **

10/04/2011 07:00 AM
PACKET: 07235 CLAIMS FOR 10/11/2011
VENDOR SET: 01
BANK : FNB FIRST NATIONAL BANK

3 / 5 CHECK REGISTER

PAGE: 10

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

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
01	9/2011	3,502.07CR
01	10/2011	72,809.86CR
02	9/2011	141,428.71CR
02	10/2011	119,855.75CR
03	9/2011	27.13CR
03	10/2011	3,599.13CR
08	9/2011	218.84CR
08	10/2011	692.98CR
27	10/2011	18,179.65CR
28	9/2011	7,285.43CR
28	10/2011	2,309.95CR
29	9/2011	1,924.94CR
29	10/2011	232.56CR
30	10/2011	26,021.91CR
32	10/2011	612.71CR
33	10/2011	1,042.00CR
35	9/2011	54.26CR
35	10/2011	14,377.70CR
41	10/2011	86,347.28CR
=====		
ALL		500,522.86CR



1.0 QUOTE

City of McAlester, OK hereafter known as "Customer" enters into the following Service Agreement with iWorQ Systems "iWorQ" located in Logan Utah. Customer will pay an annual fee for the services listed below:

<u>Application</u>	<u>Cost</u>	<u>Billing</u>
Code Enforcement	\$2,480.00	Annually
Citizen Request	Free	Annually
SUBTOTAL:	\$2,480.00	Annually
<u>Additional Services</u>		
SETUP FEE:	\$1,000.00	One Time Fee
TOTAL:	\$3,480.00	First Year

Pricing based on the following:

Population 18,000

This pricing is valid from September 30, 2011 for as long as the city uses iWorQ.

2.0 GUIDELINES

2.1 Getting Started

Fax signed Service Agreement to 866-379-3243. iWorQ will assign a technician to your account and start the setup and training process.

2.2 Billing Information

iWorQ will invoice Customer on an annual basis. Customer reserves the right to cancel service at anytime by providing iWorQ a 30 day written notice.

3.0 SERVICES

3.1 Data Ownership

All customer data remains the property of the customer. Customer can request data electronically or on disk, upon cancelation of Service Agreement.

3.2 FREE Training

iWorQ will provide Customer FREE training and support. iWorQ provides weekly webinars, phone support, written manuals, web videos, documentation and help files. Training is available to any Customer with a login.

3.3 FREE Updates

All updates, bug fixes, and upgrades are FREE to the Customer. iWorQ is a web-based application. Customer only needs to Login, to get any updates to the applications.

3.4 FREE Support

Customer support and training are FREE and available from 8:00 A.M. to 5:00 P. M. Mountain Standard Time.

3.5 FREE Data Back-up

iWorQ does back-ups twice weekly, and offsite once weekly.

4.0 ADDITIONAL SERVICES

4.1 Quotes for Additional Services

iWorQ can provide the Customer quotes for additional services, at the request of the customer. These services include: Data Collection, Pavement condition surveys, GPS training, GIS services, Project management, Data QC/QA plans, and more.

5.0 SIGNATURE AND BILLING INFORMATION

5.1 Signature

Signature of this Agreement is based on the understanding and acknowledgement of the terms and conditions stated within this Service Agreement.

(Print Name) (Signature) (Title)

5.2 Billing Information

Primary Contact: Jennifer Santino

Office Phone #: 918-423-9300 Cell Phone#: _____

Attention: Sheila Norman (Person in charge of paying invoices)

Billing Address: PO BOX 578

City McAlester State OK Zip 74502

PO# _____ (if required) Tax exempt ID# 596266

Service to begin on (Date) 09/30/2011

INTERAGENCY COOPERATIVE AGREEMENT

That this agreement is entered into on this _____ day of _____, 2011, by and between, City of McAlester Police Department, and Farley W. Ward, District Attorney, acting for and on behalf of The District Attorney's Office District 18, Drug and Violent Crimes Task Force.

PROBLEM STATEMENT AND PURPOSE

As the demand for law enforcement increases pursuant to the dramatic rise in drug-related crimes, the need for a cohesive network of intelligence and officer collaboration has become a top priority. Intelligence sharing among all branches of law enforcement would be a vital link in tracking drug offenders and implementation of investigations to stop the growth of illegal drug activity in this district.

This agreement is designed to combat the growing problem of illicit drug manufacturing and trafficking at the state and local level through improved communication, education of the general public and enhanced cooperation of narcotics agents and local law enforcement agencies. The purpose is to utilize all talent and manpower to combat criminal activity on a cooperative basis and to assist in the preservation of justice under the Constitution of the United States and of the State of Oklahoma through effective criminal law enforcement and vigorous prosecution.

WITNESSETH:

INTRODUCTORY PROVISIONS

1. That the City of McAlester Police Department, acting through it's duly constituted authorities and the District Attorney, acting through the District Attorney's Office, Eighteenth Judicial District, Pittsburg and Haskell Counties, and it's duly constituted authorities, hereby enter into the following cooperative agreement for the purpose of providing better and more efficient law enforcement services for all persons and taxpayers within Pittsburg County, Oklahoma and the tribal jurisdictional areas therein.
2. That the parties have determined that a cooperative effort to provide law enforcement services is in the best interest of the taxpayers and residents of their respective jurisdictions, in that available resources can be shared and duplication of services can be avoided. Both parties agree that their cooperation under this agreement is intended to provide better law enforcement services to, and sound fiscal management of available resources for their respective citizens and taxpayers.

PROVISION RELATING TO LAW ENFORCEMENT OFFICERS

3. That the District Attorney's Office may issue Investigator or Restricted Investigator Commissions, as may be determined appropriate by the District Attorney to any approved law enforcement division and selected officers entering this agreement,

and the McAlester Police Department agrees that qualified, commissioned law enforcement officers will receive such commissions.

4. The McAlester Police Department may issue Special Police Officer Commissions to any approved commissioned officers of the District Attorney's Office who are on regular active duty and who are otherwise qualified to receive said commissions by reason of their training and experience, and the District Attorney's Office agrees that qualified, commissioned, law enforcement officers will receive such commissions. Such officers shall be referred to herein as "Cross-commissioned Officers".
5. In the event that either party does not wish to issue a commission to any particular officer employed by the other party, the parties agree to work together, at the highest level, to arrive at a mutually satisfactory resolution of the situation.
6. That the parties mutually agree, that their respective enforcement, officers will provide all aid and assistance possible to the law enforcement officers of the other party. Such assistance shall be freely requested and responded to in keeping with the intent of this agreement to better protect innocent lives and property, to better provide law enforcement services for all persons, and to apprehend violators of the laws.
7. The parties mutually agree that, insofar as their respective jurisdictional areas within Pittsburg-Haskell Counties overlap and their officers must necessarily pass through the other's jurisdiction in the performance of their respective duties, that such aid and assistance as may be necessary will be rendered by the officers of each law enforcement agency to officers of the other in general performance of their respective duties that each officer of one jurisdiction will hold arrested suspects, when an appropriate arrest warrant has been issued, will hold such person for delivery to a regular officer of the other jurisdiction as soon as may be reasonably practical under the circumstances.
8. The parties hereto mutually agree that when an officer of one party provides aid or assistance to the other requesting agency, the officer will be under the general supervision of the ranking regular officer in charge; That the ranking officer of the requesting agency within whose territorial jurisdiction the incident has occurred shall have the responsibility to supervise and direct the crime scene investigation and other activities, due regard being had for the expertise of the various law enforcement officers which may be present or otherwise involved.
9. The parties hereto mutually agree that this agreement does not create any relationship of employer/employee or principal/agent.
10. Further, the parties hereto mutually agree that when a law enforcement agency calls the District Attorney's Drug and Violent Crimes Unit for specialized assistance in drug interdiction or search warrants for drugs, drug paraphernalia, methamphetamine laboratories, and other controlled drug investigations, the drug agent will be the

ranking officer in charge of the drug investigation while actively involved in the drug investigation.

11. The parties hereto mutually agree that they will cause their officers to make and file reports and other documents with the appropriate officials of the other jurisdiction when such officer has knowledge of the facts to be reported and such reports are needed by the other jurisdiction for the purpose of law enforcement, record keeping, or prosecution of criminal offenders. The parties further agree that they will freely allow and cause their officers to appear and give their testimony in the court of the other party for the prosecution of the offenses upon request of the appropriate officer of that party.

PROVISION RELATING TO EQUIPMENT

12. Both parties recognize that each party has and may acquire certain specialized motor vehicles, tactical equipment, and other material which the other party has not acquired, but which on occasion would prove useful to the other party in the furtherance of its law enforcement activities. As occasion arises, and when such specialized property is not expected to be needed by the party owning it, the parties may loan such property or its use to the other party along with an operator for such equipment if necessary, permission being first asked for and freely given.
13. Whenever such equipment is loaned to a party, that party agrees to use such equipment exclusively for law enforcement purposes, and the purpose for which the loan was requested and granted, and to return said property promptly to the other party or as soon as reasonably practical.

OTHER PROVISIONS

14. The parties mutually agree that the officers of the parties may attend internal or "in-house" law enforcement training programs conducted by either party with the consent of their commanding officer and the party conducting such training in order to familiarize themselves with the internal procedures, specialized law enforcement equipment, laws, and other pertinent matters relating to law enforcement within the jurisdiction of the other party. The parties will attend any all mandatory training which falls under the provisions and guidelines of the task force.
15. The parties mutually agree to provide notice to the other party, of changes in their operational policies, guidelines, and important changes in the law of their respective jurisdictions in order to facilitate communication and prevent unnecessary misunderstandings between law enforcement officers in the field. Further, the parties agree to notify each other of "in-house" training programs, which are available for the officers of the party to attend.

16. Each party recognized that this agreement does not waive or vary the standard of extradition procedures necessary for the transfer of custody of a person from one jurisdiction to another and that the regular extradition procedures will prevail.
17. This agreement shall continue in full force and effect for a period of one year from the date hereof but may be terminated by either party during said period by giving the other written notice of termination of this agreement not less than sixty (60) days before the effective date of termination. This agreement may be amended at any time in writing, and the parties agree to use their best effort to negotiate any differences which may arise hereunder to provide the public with the best law enforcement services possible through the joint efforts of both parties.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HAND ON THE DAY AND YEAR FIRST WRITTEN ABOVE.

MCALESTER POLICE DEPARTMENT

DISTRICT ATTORNEY'S OFFICE:

Jim Lyles, McAlester Police Chief

Farley W. Ward, District Attorney

APPROVED:

Board of County Commissioners, Pittsburg County

Chairman

Member

Member

City Council of City of McAlester

Mayor

City Clerk
(Attest)

Signed this _____ day of _____, 2011.



McAlester City Council

AGENDA REPORT

Meeting Date: October 11, 2011
Department: City Manager
Prepared By: Peter Stasiak
Date Prepared: October 4, 2011

Item Number: 1
Account Code: N/A
Budgeted Amount: N/A
Exhibits: (3)

Subject

Consider and act upon selling approximately 1.2 acres of land (224' x 232') located at the Southside Business Development Center for the construction of a 10,000 sq. ft. office building.

Recommendation

Motion to approve and act upon the sale of approximately 1.2 acres of land located at the Southside Business Development Center for \$53,682.94 and authorizing the Mayor to sign the documents.

Discussion

The site at the Southside Business Development Center was appraised on February 24, 2011 and a value of \$45,000.00 per acre was placed on the property.

The proposed use of the land is to construct an office building of approximate 10,000 sq. ft.

The following exhibits are attached for your review:

1. Contract of Sale
2. Attachment A – Legal Description
3. Location Map
4. Copy of Bill J. McMahan Appraisal Service letter dated February 24, 2011.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head		
City Manager	P. Stasiak	October 4, 2011

CONTRACT OF SALE

This Contract of Sale dated October 12, 2011 is between The Municipality of the City of McAlester, Seller and A.R.M., Inc., Buyer.

1. The Property. Seller hereby agrees to sell to Buyer and Buyer hereby agrees to purchase from Seller, subject to the terms and conditions hereof, the following:

A parcel of land at 3101 Elks Rd, 232' X 224' in the new "McAlester Business Park" more particularly described on attachment "A".

2. The Purchase Price. The aggregate purchase price for the "Property", is \$53,682.94 to be paid at closing.
3. Risk of Loss. Seller shall have the risk of loss or damage to the property by reason of fire or other casualty not caused by Buyer until the date of closing.
4. Closing. Closing shall be on or before November 1, 2011.
5. Possession. Possession shall be given to Buyer immediately upon closing.
6. Miscellaneous Provisions.
 - A. Buyer will not assign this contract or any of Buyers' interests herein without Seller's prior written consent.
 - B. Any notices required or permitted by this contract will be considered sufficient if hand delivered or sent by certified mail to the party entitled to receive the notice at the address of that party set forth above. If a notice is sent by certified mail, it shall be deemed to have been given on the second business day after it is deposited in the United States Mail.
 - C. Time shall be of the essence of this contract.
 - D. This contract contains the complete and final understanding between the parties and may not be modified except by written document signed by the parties hereto.
 - E. In the event there is more than one Buyer, this contract will be jointly and severally binding on each of them, and on their respective heirs, legal representatives, successors and assigns.
 - F. This contract is to be governed and construed in accordance with the laws of the State of Oklahoma.

7. Reversionary Clause.

Seller requires that Buyer begin construction on a new office building on the property within ninety days of closing. If Buyer does not meet that requirement the remedy is as follows:

Buyer will deed free and clear title to the property back to Seller and Seller will refund the purchase price to Buyer.

Seller:

Municipality of the City of McAlester
McAlester, OK

Date: _____

Date: _____

Date: _____

Date: _____

Buyer:

A.R.M., Inc.

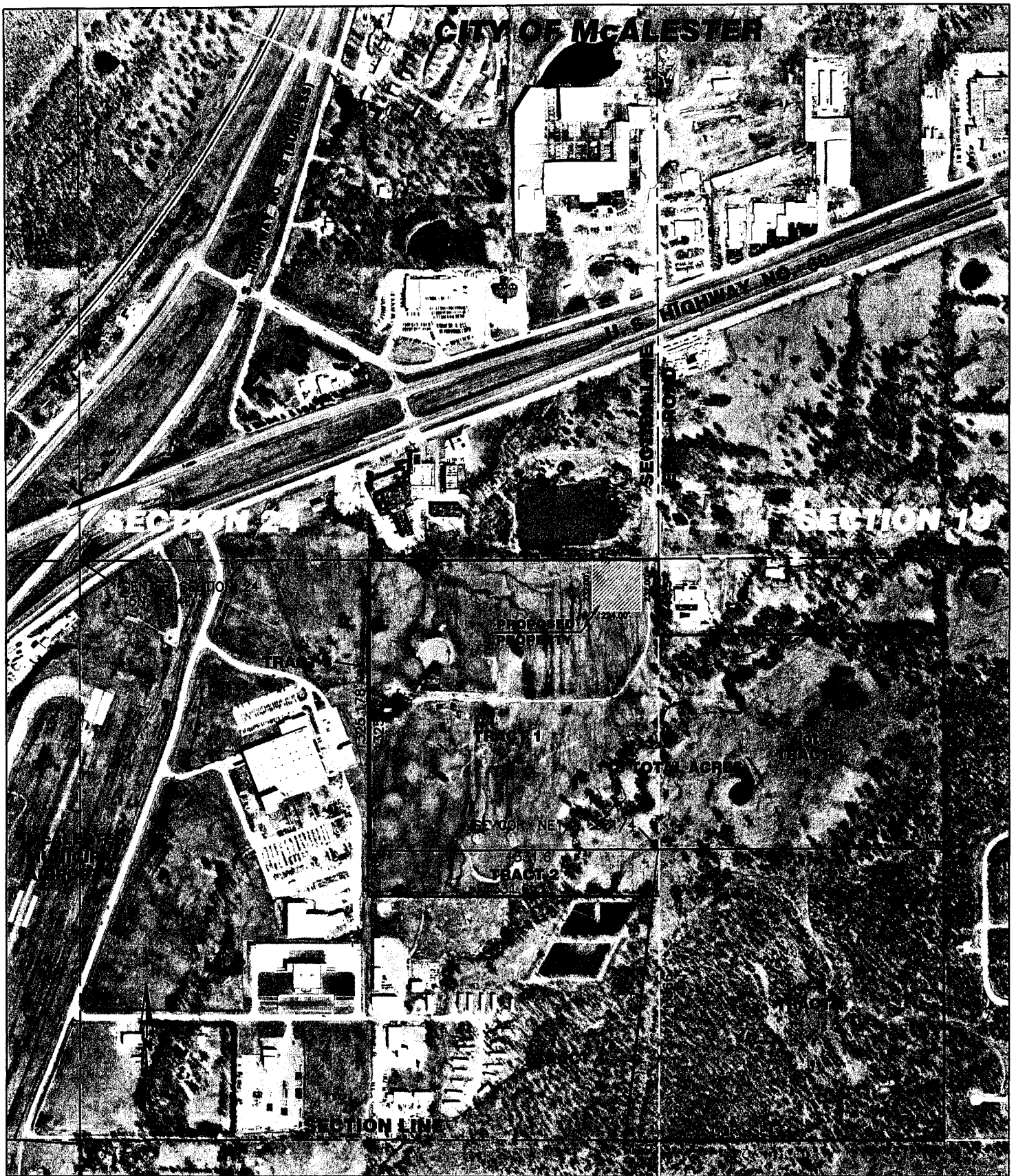


Date: _____

ATTACHMENT A

A tract, piece or parcel of land in the NE/4, SE/4, Section 24, T5N, R14E, Pittsburg County, State of Oklahoma, more particularly described as follows;

Commencing at the Northeast corner of the NE/4, SE/4 of said Section 24, thence S89°03'30"W along the North line of said NE/4, SE/4, Section 24 a distance of 80.00 feet to the POINT OF BEGINNING, thence S01°11'26"E parallel to the East line of said NE/4, SE/4, Section 24 a distance of 232.00 feet, thence S89°03'30"W parallel to the North line of said NE/4, SE/4, Section 24 a distance of 224.00 feet, thence N01°11'26"W parallel to the East line of said NE/4, SE/4, Section 24 a distance of 232.00 feet to a point on the North line of said NE/4, SE/4, Section 24, thence N89°03'30"E along the North line of said NE/4, SE/4, Section 24 a distance of 224.00 feet to the POINT OF BEGINNING, said tract containing 1.19 acres more or less.



SOUTHSIDE BUSINESS DEVELOPMENT CENTER

Bill J. McMahan

dba McMahan's Appraisal Service, L.L.C.

February 24, 2011

Attn: Richard Cotton
City of McAlester
28 E. Washington Ave.
P.O. Box 578
McAlester, OK 74502

Re: Commercial Industrial
4.7 Acres in Sec: 24-5-14
Pittsburg County, OK
Southside Business Development Center
McAlester, OK 74501

Mr. Richard Cotton:

Per your request, I have completed an inspection and subsequent appraisal of the property owned by the City of McAlester, Oklahoma.

Legal Description: See attached legal.

The purpose of my inspection and appraisal is to estimate the market value of the subject property as of February 22, 2011, which is the effective date of my last inspection.

After considering the facts affecting the value of the subject property, I estimate the market value of the subject property to be:

\$212,000.00

My appraisal report in detail is attached for your use and disposition.

If you have questions or need additional information, please feel free to contact me.

Respectfully,



Bill J. McMahan, MSA
Real Estate Appraiser
License No. 10454CRA

P.O. Box 545
417 E. Cherokee Ave.
McAlester, OK 74502
918-426-4666 phone
918-426-4940 fax

MARKET APPROACH

Sales are of similar structure, size, quality, and function located in similar populated area with similar access to major highway influences.

Comparables adjusted were found to support a wide range in value from \$39,473.68 to \$75,187.97 per acre.

\$45,000.00 per acre is assigned to the subject property based upon all available data and my knowledge of the local market.

Computation by Market Approach:

4.70 acres @ \$45,000.00 per acre = \$211,500.00

Rounded to: \$212,000.00



McAlester City Council

AGENDA REPORT

Meeting Date:	October 11, 2011	Item Number:	2
Department:	Finance		
Prepared By:	Toni Ervin	Account Code:	
Date Prepared:	October 3, 2011	Budgeted Amount:	
		Exhibits:	5

Subject

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

Consider, and act upon, approval of the attached Transfer of Appropriations for FY 2011-2012.

Recommendation

Motion to approve the budget amendment ordinance.

Motion to approve the budget transfers as attached numbered: T1112-007

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.

These budget transfers are necessary to fund additional City Council Partnerships at the Southeast Expo Center.

See attached.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	TE	10/4/2011
City Manager	P. Stasiak	10/4/2011

FY 11-12 Budget Amendments listed by number

					<u>Revenue</u>	<u>Expense</u>
001	7/12/11	41	Capital Improvement	Appropriate Fund Balances, etc.	38,286.00	1,496,933.00
002	7/12/11	42	Federal Forfeiture Fund	Appropriate Fund Balances, etc.	-	8,200.00
003	7/12/11	32	Gifts & Contributions	Appropriate Fund Balances, etc.	-	12,383.60
004	8/23/11	41	Capital Improvement	Appropriate Fund Balances, etc.	-	278,879.00
005	8/23/11	30	Economic Development	Approp. Fund Bal for ED Proj.	669,000.00	669,000.00
006	8/23/11	21	Economic Development	Approp. Fund Bal for ED Proj.	-	669,000.00
007	8/23/11	33	CDBG Grant Fund	Appropriate Fund Balances, etc.	142,634.00	233,264.00
008	8/23/11	41	Capital Improvement	Appropriate Fund Balances, etc.	38,286.00	52,004.00
009	8/23/11	41	Capital Improvement	Approp. Fund Bal for Airport Grant	-	50,000.00
010	8/23/11	24	Airport Grant	Approp. Fund Bal for Airport Grant	50,000.00	55,750.00
011	9/13/11	01	Highway Safety Grant	Approp. Funds for Highway Safety Grant	33,127.00	33,127.00
012	9/13/11	24	FAA Runway Grant	Approp. Funds for FAA Runway 02/20 drain	77,212.00	77,212.00
013	10/11/11	30	Economic Development	Approp. Fund balance for 8 inch Water Main	-	135,150.00
014	10/11/11	02	MPWA	Approp. Fund bal for 2010 CDBG and CIP	-	246,777.00
015	10/11/11	41	Capital Improvement	Approp. Funds for capital projects	172,651.00	172,651.00
016	10/11/11	33	CDBG Grant Fund	Appropriate Fund Balances, etc.	148,000.00	148,000.00

ORDINANCE NO. __

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

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

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

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

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

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

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

SECTION 1: The proposed amendment to the FY 2011-2012 Budget of the City of McAlester, Oklahoma, as heretofore adopted by Ordinance, as summarized in Exhibits A-1 through A-4, which is attached hereto and fully incorporated herein by reference, be, and the same hereby are, completely adopted and approved as an amendment to the said FY 2011-2012 Budget.

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

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

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

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

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

PASSED and the EMERGENCY CLAUSE ruled on separately this 11th day of October, 2011.

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

By _____
Kevin E. Priddle, Mayor

ATTEST:

Cora Middleton, City Clerk

Approved as to form and legality this 11th day of October, 2011.

William J. Ervin, City Attorney

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
30	4-0-999		Fund Balance	263,255.00	135,150.00	398,405.00
						-
			Total		135,150.00	-

[illegible]

Original Budget - Revenues ***	\$ 1,436,279
Amendments	669,000
Current Budget - Revenues	\$ 2,105,279
Original Budget - Expenditures	\$ 1,436,279
Amendments	804,150
Current Budget - Expenditures	\$ 2,240,429

Approved by the City Council this
October 11, 2011

Appropriate Funds for 8 inch Water Main at Taylor Industrial Park

Attest:

Posted By _____ Date _____ BA# _____ Pkt.# _____

A1112-013

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Increase (Decrease)	Balance After Amendment
41	4-0-721		Transfer from MPWA	-	172,651.00	172,651.00
						-
						-
			Total		172,651.00	

[illegible]

Original Budget - Revenues ***	\$ 1,760,130
Amendments - YTD	<u>210,937</u>
Current Budget - Revenues	\$ 1,971,067
Original Budget - Expenditures	\$ 1,624,047
Amendments -YTD	<u>2,006,681</u>
Current Budget - Expenditures	\$ 3,630,728

A1112-015

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
33	4-0-330		Grant Revenue	90,630.00	73,874.00	164,504.00
33	4-0-721		Transfer from MPWA	-	74,126.00	74,126.00
			Total		148,000.00	

[illegible]

Original Budget - Revenues ***	\$ -
Amendments	<u>296,848</u>
Current Budget - Revenues	\$ 296,848
Original Budget - Expenditures	\$ -
Amendments	<u>381,264</u>
Current Budget - Expenditures	\$ 381,264

Approved by the City Council this
October 11, 2011

Appropriate funds for 2010 CDBG Project for water and Sewer improvements.

Mayor

Attest:

City Clerk

Posted By _____ Date _____ BA# _____ Pkt# _____

City of McAlester
Transfer of Appropriation - FY 2011-2012
Southeast Expo Fund
10/11/2011

Account Appropriated From

Fund Number	Account Number	Department	Description	Balance Before Adjustment	Amount of Adjustment (Decrease)	Balance After Adjustment
28	5654480	Southeast Expo	Contingency	10,830	(5,125)	5,705
						-
						-
						-
						-
						-
Total					<u>\$ (5,125)</u>	

Account Appropriated To

Fund Number	Account Number	Department	Description	Balance Before Adjustment	Amount of Adjustment Increase	Balance After Adjustment
28	5654349	Southeast Expo	Council Partnership	5,000	5,125	10,125
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
Total					<u>\$ 5,125</u>	

Reason for Transfer: Transfer for additional Partnership Funds for EOSC Career Fair \$625, EOSC/OESC \$1500, McAfee Memorial Scholarship/Matthew West Concert \$875, Italian Festival \$2125.

Approval _____
Department Head

Approval: _____
City Manager Date

Approval _____ Posted By _____ Date _____ BA# _____ Pkt.# _____
Chief Financial Officer



McAlester City Council

AGENDA REPORT

Meeting Date:	October 11, 2011	Item Number:	3
Department:	City Manager	Account Code:	01-5210480 City Manager
Prepared By:	Peter Stasiak	Budgeted Amount:	\$5,482
Date Prepared:	October 4, 2011	Exhibits:	(1) Request

Subject

Consider, and act upon, a donation for the construction of a fencing project located at the Farmer's Market parking lot.

Recommendation

Motion to approve a donation to the Pittsburg County Cooperative Extension Service of \$5,482.00 for the construction of a fencing project at the Farmer's Market parking lot.

Discussion

The Pittsburg County Cooperative Extension Service has raised \$9,000.00 in private donations for the construction of a fence project at the Farmer's Market. The organization is requesting \$5,482.00 from the City of McAlester to complete the project. Total project cost is \$14,482.00.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head		
City Manager	P. Stasiak	October 4, 2011



Oklahoma State University Cooperative Extension Service

Pittsburg County Cooperative Extension Service

707 West Electric, McAlester, OK 74501

Phone: 918-423-4120 Fax: 918-423-7053

www.oces.okstate.edu/pittsburg



September 29, 2011

Peter Stasiak
City Manager
City of McAlester

Dear Mr. Stasiak:

As the administrator of the Pittsburg County Farmers Market, we are formally requesting funds for the completion of the previously approved fencing project at the current location. The fencing project has been authorized in 2010 by the Parking Authority, McAlester City Council, and Union Pacific Railroad.

With the addition of this fence, we are striving to have a market that is a safe environment that is aesthetically pleasing, will enhance McAlester Main Street programs, and will provide a long term sustainable locally grown market.

Our organization has raised \$9000.00 toward the total cost of \$14,482. These funds consist of private donations from individuals and businesses. All pledges have been collected and are currently deposited in our agency account with Pittsburg County Cooperative Extension Service.

We solicited bids on this project and received three contractor proposals. Boxer Fence of Broken Arrow met all requirements. The current bid is valid through November 8, 2011. Therefore, we are requesting city participation for the remainder of \$5,482.00. Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads 'David Cantrell'.

David Cantrell
Agriculture Educator
County Extension Director

A handwritten signature in cursive script that reads 'LaDell Emmons'.

LaDell Emmons
Family and Consumer Science Educator

BOXER FENCE

8511 S. 9TH ST.
BROKEN ARROW, OK 74011
(918) 251-7755

REVISED QUOTE

REVISED 8-8-11

FARMER'S MARKET- MCALESTER
ATTN: DAVID CANTRELL W/ OSU EXTENSION OFFICE
MCALESTER, OK
David.cantrell@okstate.edu

PH# 918-423-4120
FAX# 918-423-7053

260' LIN FT- (1RCB370) 6' TALL "MONTAGE PLUS" CLASSIC STYLE, 3-RAIL, BLACK ORNAMENTAL STEEL.

- ALL POST (EXCEPT GATE POST) TO BE DRILLED INTO THE CONCRETE.

2 EA- 16' OPG X 6' TALL DOUBLE SWING GATES, CLASSIC, 3-RAIL, BLACK.

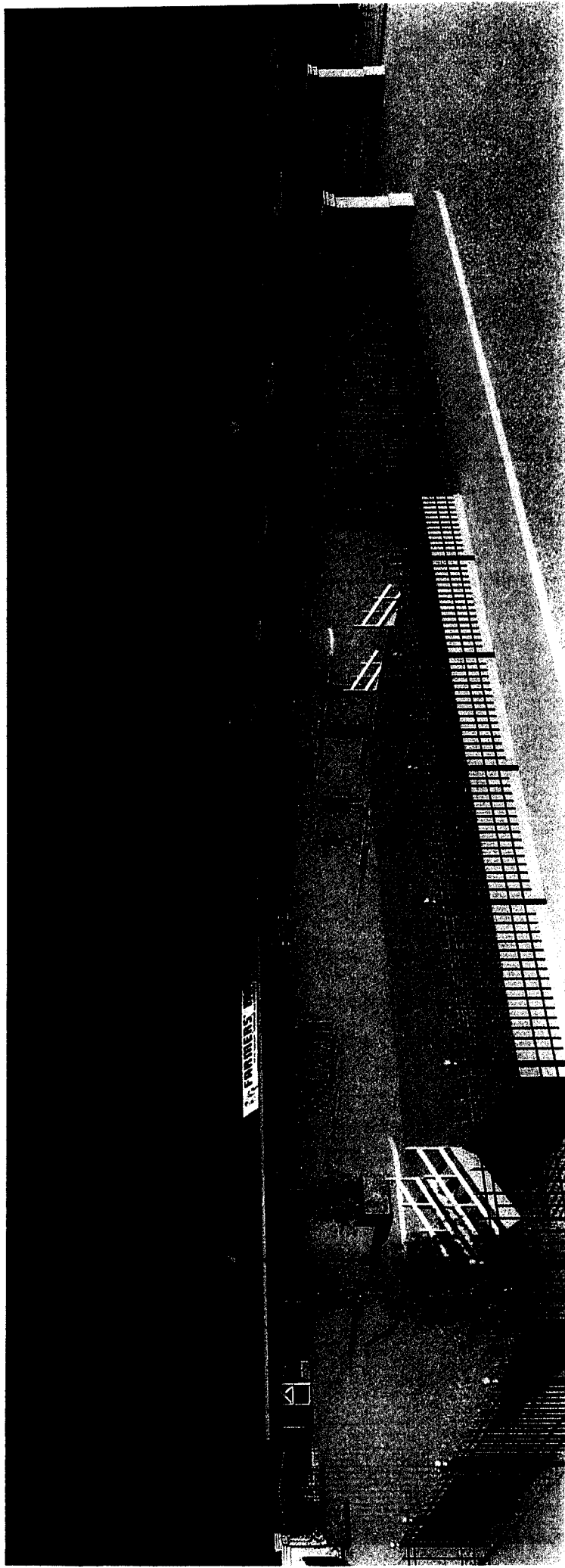
- GATE HARDWARE: STRONG ARM LATCHES, COMMERCIAL 180 DEGREE ADJUSTABLE HINGES, CANE BOLT FOR EACH GATE LEAF.
- GATE POST CORE DRILLED.

FENCE & GATES INSTALLED = \$ 14,482.00

PLEASE CALL 918-251-7755 WITH ANY QUESTIONS.

THANK YOU,
STEPHEN PAINTER

[illegible]



Woods, Jane E

From: MCBACHUS@UP.COM
Sent: Wednesday, April 14, 2010 9:59 AM
To: Woods, Jane E
Cc: Cantrell, David; Emmons, Ladell
Subject: Re: Fence for Farmers Market
Attachments: railroad letter 2010.doc; Montage II-Classic - Submittal 081001.pdf; FarmersMarket2HCX30708-SP-Plated-3Post.pdf; farmersMkt2HCX3070-72-SP-Dbl-Mih180.pdf; farmmkt2HCX30708-Standard.pdf; 3D1-1_edited-1.jpg; 3D2-1_edited-2.jpg; Rendered Site-1_edited-1.jpg; Oklahoma State 132252.pdf

As per your agreement dated 2/1/2003 under Article IV Special provision- Fence /Barricade the City was to construct and maintain at all times during the term of the lease, a fence on the location shown on Exhibit A.

Marla C. Bachus
Manager- Real Estate
1400 Douglas Street Stop 1690
Omaha, NE 68179
(402) 544 8591 (Office Number)
(402) 501 0340 (Fax Number)

"Woods, Jane E" <jane.woods@okstate.edu>

04/01/2010 09:15 AM

To "mcbachus@up.com" <mcbachus@up.com>

cc "Cantrell, David" <david.cantrell@okstate.edu>, "Emmons, Ladell" <ladell.emmons@okstate.edu>

Subject Fence for Farmers Market

Ms Marla Bachus;

Attached you will find the letter explaining the need for the fence at the Pittsburg County Farmers' Market located at Main and Choctaw in McAlester, Oklahoma. I am also attaching the manufacturer's type of fence that would be used, the specs for the fence and gates, and artist's rendition of the proposed project.

If you need further information or have trouble opening any of the attached files, please do not hesitate to contact our office.

Thank you,
Jane Woods
Senior Secretary
Pittsburg County OSU Extension Center
918-423-4120

**

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**

LEASE OF PROPERTY

THIS LEASE ("Lease") is entered into on the 1st day of February, 2003 between UNION PACIFIC RAILROAD COMPANY ("Lessor") and CITY OF MCALESTER, an Oklahoma corporation, whose address is P.O. Box 578, McAlester, Oklahoma 74502 ("Lessee").

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

Article I. PREMISES; USE.

Lessor leases to Lessee and Lessee leases from Lessor the premises ("Premises") at McAlester, Oklahoma, shown on the print dated November 20, 2002, marked Exhibit "A", hereto attached and made a part hereof, subject to the provisions of this Lease and of Exhibit B attached hereto and made a part hereof. The Premises may be used for public parking facility and purposes incidental thereto, only, and for no other purpose.

Article II. TERM.

The term of this Lease is for twenty (20) years beginning on February 1, 2003, and expiring on January 31, 2023, unless sooner terminated as provided in this Lease.

Article III. RENT.

A. Lessee shall pay to Lessor advance fixed rent of Thirty Three Thousand Six Hundred And 00/100 Dollars (\$33,600.00) for the term. Payment of the advance fixed rent shall be made before the commencement date of the term.

B. If Lessor terminates this Lease for any reason other than Lessee's default, or if this Lease is terminated under Section 19 of Exhibit B, then Lessor shall refund to Lessee the portion of the advance fixed rent attributable to the period between effective date and of the termination and the expiration date specified in Article II. The refund shall be calculated on a pro rata basis using a 360-day year. No refund of advance fixed rent shall be made except as specifically provided in this Article III.B. The fixed rent for the entire term shall be deemed earned by Lessor upon execution of this Lease by both parties.

Article IV. SPECIAL PROVISION -- FENCE/BARRICADE

Lessee, at Lessee's sole cost and expense, shall construct and maintain, at all times during the term of this Lease, a fence/barricade of a design satisfactory to Lessor, in the location shown on the attached Exhibit A.

Article V. SPECIAL PROVISION -- INSURANCE

A. At all times during the term of this Lease, Lessee shall, at Lessee's sole cost and expense, procure and maintain the following insurance coverage:

General Public Liability providing bodily injury, including death, personal injury and property damage coverage with combined single limit of at least One Million Dollars (\$1,000,000.00) per occurrence and a general aggregate limit of at least One Million Dollars (\$1,000,000.00). This insurance shall provide Broad Form Contractual Liability covering the indemnity provisions contained in this Agreement, severability of interests, and name Lessor as an additional insured. If coverage is purchased on a 'claims-made' basis, it shall provide for at least a three (3) year extended reporting or discovery period, which shall be invoked if insurance covering the time period of this Agreement is canceled.

B. Lessee shall furnish Lessor with certificate(s) of insurance, identifying Folder No. 01322-52, evidencing the required coverage and, upon request, a certified duplicate original of the policy. The insurance company issuing the policy shall notify Lessor, in writing, of any material alteration including any change in the retroactive date in any 'claims-made' policies or substantial reduction of aggregate limits, or cancellation at least thirty (30) days prior thereto. The insurance policy shall be written by a reputable insurance company or companies acceptable to Lessor or with a current Best's Insurance Guide Rating of B and Class VII or better, and which is authorized to transact business in the state where the Premises are located.

C. Lessee hereby waives its right of subrogation under the above insurance policy against Lessor for payment made to or on behalf of employees of Lessee or its agents or for loss of its owned or leased property or property under its care, custody and control while on or near the Premises or any other property of Lessor. Lessee's insurance shall be primary with respect to any insurance carried by Lessor.

Article VI. SPECIAL PROVISION – CANCELLATION

Effective upon commencement of the term of this Lease, the Lease dated February 1, 1990, identified as Audit No. KT29304 (the 'Prior Lease'), together with any and all supplements and amendments, is canceled and superseded by this Lease, except for any rights, obligations or liabilities arising under the Prior Lease before cancellation, including any consent to conditional assignment, chattel agreement, or consent to sublease. The security deposit provision or rental payment, if any, contained in the Prior Lease, will survive the cancellation of the Prior Lease and be made a part of this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first herein written.

LESSOR:

LESSEE:

UNION PACIFIC RAILROAD COMPANY

CITY OF MCALESTER

By: *Nary B. Collins*
Director- Real Estate

By: *Walter Cunningham*
Title: Mayor

MARGINAL NOTES: Supersedes audit number KT29304 dated February 1, 1990

EXHIBIT B

Section 1. IMPROVEMENTS.

No improvements placed upon the Premises by Lessee shall become a part of the realty.

Section 2. RESERVATIONS AND PRIOR RIGHTS.

A. Lessor reserves to itself, its agents and contractors, the right to enter the Premises at such times as will not unreasonably interfere with Lessee's use of the Premises.

B. Lessor reserves (i) the exclusive right to permit third party placement of advertising signs on the Premises, and (ii) the right to construct, maintain and operate new and existing facilities (including, without limitation, trackage, fences, communication facilities, roadways and utilities) upon, over, across or under the Premises, and to grant to others such rights, provided that Lessee's use of the Premises is not interfered with unreasonably.

C. This Lease is made subject to all outstanding rights, whether or not of record. Lessor reserves the right to renew such outstanding rights.

Section 3. PAYMENT OF RENT.

Rent (which includes the fixed advance rent and all other amounts to be paid by Lessee under this Lease) shall be paid in lawful money of the United States of America, at such place as shall be designated by the Lessor, and without offset or deduction.

Section 4. TAXES AND ASSESSMENTS.

Lessee shall pay, prior to delinquency, all Property Taxes on the Premises and on all personal property and improvements on the Premises. Lessee shall reimburse Lessor within thirty (30) days of rendition of Lessor's bill for any Property Taxes paid by Lessor, whether paid separately, as a part of the levy on other real property of Lessor, or as a part of the central or unit assessment of Lessor's property. For purposes of this Lease, "Property Taxes" means all governmental charges and levies (including, without limitation, real estate and personal property taxes, special assessments and other charges for public improvements or services, and impact fees, but not including income taxes) as may during the term of this Lease be levied upon, assessed against or imposed upon, or become due and payable with respect to, the Premises or the rents payable under this Lease.

Section 5. WATER RIGHTS.

This Lease does not include any right to the use of water under any water right of Lessor, or to establish any water rights except in the name of Lessor.

Section 6. CARE AND USE OF PREMISES.

A. Lessee shall use reasonable care and caution against damage or destruction to the Premises. Lessee shall not use or permit the use of the Premises for any unlawful purpose, maintain any nuisance, permit any waste, or use the Premises in any way that creates a hazard to persons or property. Lessee shall keep the Premises in a safe, neat, clean and presentable condition, and in good condition and repair. Lessee shall keep the sidewalks and public ways on the Premises, and the walkways appurtenant to any railroad spur track(s) on or serving the Premises, free and clear from any substance which might create a hazard and all water flow shall be directed away from the tracks of the Lessor.

B. Lessee shall not permit any sign on the Premises, except signs relating to Lessee's business.

C. If any improvement on the Premises is damaged or destroyed by fire or other casualty, Lessee shall, within thirty (30) days after such casualty, remove all debris resulting therefrom. If Lessee

fails to do so, Lessor may remove such debris, and Lessee agrees to reimburse Lessor for all expenses incurred within thirty (30) days after rendition of Lessor's bill.

D. Lessee shall comply with all governmental laws, ordinances, rules, regulations and orders relating to Lessee's use of the Premises and this Lease, including, without limitation, any requirements for subdividing or platting the Premises.

Section 7. HAZARDOUS MATERIALS, SUBSTANCES AND WASTES.

A. Without the prior written consent of Lessor, Lessee shall not use or permit the use of the Premises for the generation, use, treatment, manufacture, production, storage or recycling of any Hazardous Substances, except that Lessee may use, if lawful, small quantities of common chemicals such as adhesives, lubricants and cleaning fluids in order to conduct business at the Premises. The consent of Lessor may be withheld by Lessor for any reason whatsoever, and may be subject to conditions in addition to those set forth below. It shall be the sole responsibility of Lessee to determine whether or not a contemplated use of the Premises is a Hazardous Substance use.

B. In no event shall Lessee (i) release, discharge or dispose of any Hazardous Substances, (ii) bring any hazardous wastes as defined in RCRA onto the Premises, (iii) install or use on the Premises any underground storage tanks, or (iv) store any Hazardous Substances within one hundred feet (100') of the center line of any main track.

C. If Lessee uses or permits the use of the Premises for a Hazardous Substance use, with or without Lessor's consent, Lessee shall furnish to Lessor copies of all permits, identification numbers and notices issued by governmental agencies in connection with such Hazardous Substance use, together with such other information on the Hazardous Substance use as may be requested by Lessor. If requested by Lessor, Lessee shall cause to be performed an environmental assessment of the Premises upon termination of the Lease and shall furnish Lessor a copy of such report, at Lessee's sole cost and expense.

D. Without limitation of the provisions of Section 12 of this Exhibit B, Lessee shall be responsible for all damages, losses, costs, expenses, claims, fines and penalties related in any manner to any Hazardous Substance use of the Premises (or any property in proximity to the Premises) during the term of this Lease or, if longer, during Lessee's occupancy of the Premises, regardless of Lessor's consent to such use or any negligence, misconduct or strict liability of any Indemnified Party (as defined in Section 12), and including, without limitation, (i) any diminution in the value of the Premises and/or any adjacent property of any of the Indemnified Parties, and (ii) the cost and expense of clean-up, restoration, containment, remediation, decontamination, removal, investigation, monitoring, closure or post-closure. Notwithstanding the foregoing, Lessee shall not be responsible for Hazardous Substances (i) existing on, in or under the Premises prior to the earlier to occur of the commencement of the term of the Lease or Lessee's taking occupancy of the Premises, or (ii) migrating from adjacent property not controlled by Lessee, or (iii) placed on, in or under the Premises by any of the Indemnified Parties; except where the Hazardous Substance is discovered by, or the contamination is exacerbated by, any excavation or investigation undertaken by or at the behest of Lessee. Lessee shall have the burden of proving by a preponderance of the evidence that any of the foregoing exceptions to Lessee's responsibility for Hazardous Substances applies.

E. In addition to the other rights and remedies of Lessor under this Lease or as may be provided by law, if Lessor reasonably determines that the Premises may have been used during the term of this Lease or any prior lease with Lessee for all or any portion of the Premises, or are being used for any Hazardous Substance use, with or without Lessor's consent thereto, and that a release or other contamination may have occurred, Lessor may, at its election and at any time during the life of this Lease or thereafter (i) cause the Premises and/or any adjacent premises of Lessor to be tested, investigated, or monitored for the presence of any Hazardous Substance, (ii) cause any Hazardous Substance to be removed from the Premises and any adjacent lands of Lessor, (iii) cause to be performed any restoration of the Premises and any adjacent lands of Lessor, and (iv) cause to be performed any remediation of, or response to, the environmental condition of the Premises and the adjacent lands of Lessor, as Lessor reasonably may deem necessary or desirable, and the cost and expense thereof shall be reimbursed by Lessee to Lessor within thirty (30) days after rendition of Lessor's bill. In addition, Lessor may, at its election, require Lessee, at Lessee's sole cost and expense, to perform such work, in which event, Lessee

shall promptly commence to perform and thereafter diligently prosecute to completion such work, using one or more contractors and a supervising consulting engineer approved in advance by Lessor.

F. For purposes of this Section 7, the term "Hazardous Substance" shall mean (i) those substances included within the definitions of "hazardous substance", "pollutant", "contaminant", or "hazardous waste", in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601, et seq., as amended or in RCRA, the regulations promulgated pursuant to either such Act, or state laws and regulations similar to or promulgated pursuant to either such Act, (ii) any material, waste or substance which is (A) petroleum, (B) asbestos, (C) flammable or explosive, or (D) radioactive; and (iii) such other substances, materials and wastes which are or become regulated or classified as hazardous or toxic under any existing or future federal, state or local law.

Section 8. UTILITIES.

A. Lessee will arrange and pay for all utilities and services supplied to the Premises or to Lessee.

B. All utilities and services will be separately metered to Lessee. If not separately metered, Lessee shall pay its proportionate share as reasonably determined by Lessor.

Section 9. LIENS.

Lessee shall not allow any liens to attach to the Premises for any services, labor or materials furnished to the Premises or otherwise arising from Lessee's use of the Premises. Lessor shall have the right to discharge any such liens at Lessee's expense.

Section 10. ALTERATIONS AND IMPROVEMENTS; CLEARANCES.

A. No alterations, improvements or installations may be made on the Premises without the prior consent of Lessor. Such consent, if given, shall be subject to the needs and requirements of the Lessor in the operation of its Railroad and to such other conditions as Lessor determines to impose. In all events such consent shall be conditioned upon strict conformance with all applicable governmental requirements and Lessor's then-current clearance standards.

B. All alterations, improvements or installations shall be at Lessee's sole cost and expense.

C. Lessee shall comply with Lessor's then-current clearance standards, except (i) where to do so would cause Lessee to violate an applicable governmental requirement, or (ii) for any improvement or device in place prior to Lessee taking possession of the Premises if such improvement or device complied with Lessor's clearance standards at the time of its installation.

D. Any actual or implied knowledge of Lessor of a violation of the clearance requirements of this Lease or of any governmental requirements shall not relieve Lessee of the obligation to comply with such requirements, nor shall any consent of Lessor be deemed to be a representation of such compliance.

Section 11. AS-IS.

Lessee accepts the Premises in its present condition with all faults, whether patent or latent, and without warranties or covenants, express or implied. Lessee acknowledges that Lessor shall have no duty to maintain, repair or improve the Premises.

Section 12. RELEASE AND INDEMNITY.

A. As a material part of the consideration for this Lease, Lessee, to the extent it may lawfully do so, waives and releases any and all claims against Lessor for, and agrees to indemnify, defend and hold harmless Lessor, its affiliates, and its and their officers, agents and employees ("Indemnified Parties") from and against, any loss, damage (including, without limitation, punitive or consequential damages), injury, liability, claim, demand, cost or expense (including, without limitation, attorneys' fees and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, Lessor,

Lessee, or any employee of Lessor or Lessee) (i) for personal injury or property damage caused to any person while on or about the Premises, or (ii) arising from or related to any use of the Premises by Lessee or any invitee or licensee of Lessee, any act or omission of Lessee, its officers, agents, employees, licensees or invitees, or any breach of this Lease by Lessee.

B. The foregoing release and indemnity shall apply regardless of any negligence, misconduct or strict liability of any Indemnified Party, except that the indemnity, only, shall not apply to any Loss determined by final order of a court of competent jurisdiction to have been caused by the sole active direct negligence of any Indemnified Party.

C. Where applicable to the Loss, the liability provisions of any contract between Lessor and Lessee covering the carriage of shipments or trackage serving the Premises shall govern the Loss and shall supersede the provisions of this Section 12.

D. No provision of this Lease with respect to insurance shall limit the extent of the release and indemnity provisions of this Section 12.

Section 13. TERMINATION.

A. Lessor may terminate this Lease for Lessee's default by giving Lessee notice of termination, if Lessee (i) defaults under any obligation of Lessee under this Lease and, after written notice is given by Lessor to Lessee specifying the default, Lessee fails either to immediately commence to cure the default, or to complete the cure expeditiously but in all events within thirty (30) days after the default notice is given, or (ii) Lessee abandons the Premises for a period of one hundred twenty (120) consecutive days.

B. Lessee acknowledges that Lessor's possible future needs for the Premises in connection with Lessor's transportation operations are paramount. Accordingly, if at any time Lessor, in its sole and absolute discretion, determines that the Premises or any portion thereof are necessary or desirable for use in connection with Lessor's transportation operations, or that Lessee's use of the Premises should be terminated due to safety considerations associated with Lessor's transportation operations, Lessor may terminate this Lease upon thirty (30) days notice to Lessee or, in emergency situations, upon such shorter notice as is reasonable in the circumstances.

C. After payment of the advance fixed rent to Lessor, Lessee may terminate this Lease without cause upon thirty (30) days notice to Lessor.

Section 14. LESSOR'S REMEDIES.

Lessor's remedies for Lessee's default are to (a) enter and take possession of the Premises, without terminating this Lease, and relet the Premises on behalf of Lessee, collect and receive the rent from reletting, and charge Lessee for the cost of reletting, and/or (b) terminate this Lease as provided in Section 13 A. above and sue Lessee for damages, and/or (c) exercise such other remedies as Lessor may have at law or in equity. Lessor may enter and take possession of the Premises by self-help, by changing locks, if necessary, and may lock out Lessee, all without being liable for damages.

Section 15. VACATION OF PREMISES; REMOVAL OF LESSEE'S PROPERTY.

A. Upon termination howsoever of this Lease, Lessee (i) shall have peaceably and quietly vacated and surrendered possession of the Premises to Lessor, without Lessor giving any notice to quit or demand for possession, and (ii) shall have removed from the Premises all structures, property and other materials not belonging to Lessor, and restored the surface of the ground to as good a condition as the same was in before such structures were erected, including, without limitation, the removal of foundations, the filling in of excavations and pits, and the removal of debris and rubbish.

B. If Lessee has not completed such removal and restoration within thirty (30) days after termination of this Lease, Lessor may, at its election, and at any time or times, (i) perform the work and

Lessee shall reimburse Lessor for the cost thereof within thirty (30) days after bill is rendered, (ii) take title to all or any portion of such structures or property by giving notice of such election to Lessee, and/or (iii) treat Lessee as a holdover Lessee at will until such removal and restoration is completed.

Section 16. FIBER OPTICS.

Lessee shall telephone Lessor during normal business hours (7:00 a.m. to 9:00 p.m., Central Time, Monday through Fridays, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried on the Premises. Lessor may change the telephone number and hours of operation by giving Lessee notice of the change. If cable is buried on the Premises, Lessee will telephone the telecommunications company(ies), arrange for a cable locator, and make arrangements for relocation or other protection of the cable. Notwithstanding compliance by Lessee with this Section 16, the release and indemnity provisions of Section 12 above shall apply fully to any damage or destruction of any telecommunications system.

Section 17. NOTICES.

Any notice, consent or approval to be given under this Lease shall be in writing, and personally served, sent by reputable courier service, or sent by certified mail, postage prepaid, return receipt requested, to Lessor at: Union Pacific Railroad Company, Attn: Assistant Vice President - Real Estate, Real Estate Department, 1800 Farnam Street, Omaha, Nebraska 68102; and to Lessee at the above address, or such other address as a party may designate in notice given to the other party. Mailed notices shall be deemed served five (5) days after deposit in the U.S. Mail. Notices which are personally served or sent by courier service shall be deemed served upon receipt.

Section 18. ASSIGNMENT.

A. Lessee may sublease the Premises or assign this Lease, by operation of law or otherwise, only if Lessee provides Lessor with advance notice of the assignment or sublease and the sublessee's or assignee's written agreement for the benefit of Lessor to be bound by the terms of this Lease. No subletting or assignment shall relieve Lessee of its obligations under this Lease. Any assignment or sublease by Lessee in violation of this Paragraph A shall be void and ineffective and shall, at the option of Lessor, result in an immediate termination of this Lease.

B. Subject to this Section 18, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Section 19. CONDEMNATION.

If, as reasonably determined by Lessor, the Premises cannot be used by Lessee because of a condemnation or sale in lieu of condemnation, then this Lease shall automatically terminate. Lessor shall be entitled to the entire award or proceeds for any total or partial condemnation or sale in lieu thereof, including, without limitation, any award or proceeds for the value of the leasehold estate created by this Lease. Notwithstanding the foregoing, Lessee shall have the right to pursue recovery from the condemning authority of such compensation as may be separately awarded to Lessee for Lessee's relocation expenses, the taking of Lessee's personal property and fixtures, and the interruption of or damage to Lessee's business.

Section 20. ATTORNEYS' FEES.

If either party retains an attorney to enforce this Lease (including, without limitation, the indemnity provisions of this Lease), the prevailing party is entitled to recover reasonable attorneys' fees.

Section 21. RIGHTS AND OBLIGATIONS OF LESSOR.

If any of the rights and obligations of Lessor under this Lease are substantially and negatively affected by any changes in the laws applicable to this Lease, whether statutory, regulatory or under federal or state judicial precedent, then Lessor may require Lessee to enter into an amendment to this Lease to eliminate the negative effect on Lessor's rights and obligations to the extent reasonably possible.

Section 22. ENTIRE AGREEMENT.

This Lease is the entire agreement between the parties, and supersedes all other oral or written agreements between the parties pertaining to this transaction, including, without limitation, Lease Audit No. KT29304 and any other lease under which all or any portion of the Premises was leased to Lessee. Notwithstanding the prior sentence, Lessee shall retain any and all obligations and liabilities which may have accrued under any other such agreements prior to the commencement of the term of this Lease. This Lease may be amended only by a written instrument signed by Lessor and Lessee.





McAlester City Council

AGENDA REPORT

Meeting Date: October 11, 2011
Department: City Manager
Prepared By: Peter Stasiak for Mel Priddy
Date Prepared: October 4, 2011

Item Number: 4
Account Code: 01-5210480 City Manager
Budgeted Amount: \$5,125
Exhibits: N/A

Subject

Consider, and act upon, increasing the partnership contribution for the Southeast EXPO Center.

Recommendation

Motion to approve an increase in the partnership contribution for the Southeast EXPO Center in the amount \$5,125.00 for fiscal year 2011/2012.

Discussion

The Southeast EXPO Center has experienced extraordinary requests for partnership funds. The EXPO has the Harley HOG Rally, the Honda Goldwing Rally and the Mission of Mercy contributions dedicated for the fiscal year. The EXPO Center has existing requests that follow:

1. EOSC – Career Fair \$ 625.00
2. EOSC – OESC 1500.00
3. McAfee Memorial Concert 875.00
4. Italian Festival 2125.00

Approved By

Department Head
City Manager

P. Stasiak

Initial

PJS

Date

October 3, 2011

2011/2012 Additional Partnership Funds Needed:

EOSC – Career Fair	Nov. 7-8 2011	\$1500/	\$625.00
EOSC/OESC	Nov. 9-10, 2011	\$1500.00	\$1500.00
McAfee Memorial Scholarship/ Matthew West concert	Dec. 4, 2011	\$875.00	\$875.00
Italian Festival	May 18-20, 2012	\$2125.00	<u>\$2125.00</u>
TOTAL ADDITIONAL FUNDS:			\$5,125.00



McAlester City Council

AGENDA REPORT

Meeting Date: October 11, 2011
Department: Tourism/Expo
Prepared By: Jerry Lynn Wilson
Date Prepared: September 28, 2011

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

Subject

Consider, and act upon, a Partnership Request from EOSC and OESC for the use of the Expo Center for the Simonton Window job fair, scheduled November 12th & set up November 11th, 2011, by partnering with them in the amount of \$1,500.00.

Recommendation

Consider approval of Partnership Request in the amount of \$1,500.00.

Discussion

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

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head		
City Manager	P. Stasiak <u>PJS</u>	<u>9-29-11</u>

City of McAlester

RE: Southeast Expo Center

I am writing to request a partnership for the use of the Southeast Expo Center on November 11th for set-up and Nov. 12th to conduct a job fair for the employees of Simonton Windows. As you are aware, Simonton recently announced that they will be closing the McAlester location. As a result, 252 employees will soon be out of work.

A meeting was held on September 19th at Kiamichi Technology Center (KTC). During that meeting, Eastern Oklahoma State College (EOSC), Southeast Workforce Investment Board (SEWIB), KTC and Oklahoma Employment Security Commission (OESC) with input from Al Riddle the Human Resources Manager at Simonton decided that in addition to the Rapid Response event a job fair would be helpful for the employees.

The OESC will hold a Rapid Response event on October 19, 2011 at 4p.m. and 7p.m. at the Simonton Manufacturing Facility. The informational sessions will last for two hours. Information will be provided by the OESC, KEDDO, EOSC, Department of Human Services, Choctaw Nation and KTC. Topics covered will include unemployment insurance, employment services, retraining opportunities, medical coverage, and other community assistance programs.

After the Rapid Response event but prior to the job fair, KTC will provide training on resume writing and interviewing skills. EOSC will provide computers and lab space for the employees to write and print resumes.

We feel these efforts will help support those employees who are losing their jobs at such a difficult time and ask that the City of McAlester partner with our efforts by allowing use of Expo Hall.

Thank you for your consideration of this matter. If you need any further information, please do not hesitate to contact me.

Dr. Janet Wansick
Dean, McAlester Campus
Eastern Oklahoma State College
(918) 302- 3617
jwansick@eosc.edu

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

4500 W. Highway 270
McAlester, OK 74502

Phone **918/420-3976**

Fax **918/423-1092**

Partnership Request

Date of Request: September 29, 2011

Name: Dr. Janet Wansick

Organization: Eastern Oklahoma State College/OESC

McAlester, OK 74501

Phone #: 918/302-3617

Date of Event: November 12, 2011 and set up day of November 11, 2011

Description of Event: Simonton Window Job Fair

Description & Rate of Scheduled Room: **Expo Hall (2 day)** \$1,500.00

TOTAL OF REQUEST \$1500.00

APPROVED PARTNERSHIPS

2011/12 APPROVED PARTNERSHIP BUDGET AMOUNT: \$5,000.00

APPROVED PARTNERSHIP TOTAL AMOUNT FOR 2011/12 BUDGET YEAR TO DATE: \$5,000.00

Approved Groups	Requested Date	Event Date/s	Amount	
Oklahoma Mission of Mercy	July 15, 2011	February 2-5, 2012	\$3,750.00	
Pitts. Co. Local Service Coalition	July 15, 2011	August 25, 2011	\$375.00	
Career and College Tour	September 16, 2011	November 7-8, 2011	\$1,500.00	(-625.00)

2011/12 APPROVED BUDGET BALANCE \$-0-



McAlester City Council

AGENDA REPORT

Meeting Date: October 11, 2011
Department: Tourism/Expo
Prepared By: Jerry Lynn Wilson
Date Prepared: September 8, 2011

Item Number: 6
Account Code: _____
Budgeted Amount: _____
Exhibits: 2

Subject

Consider, and act upon, a request by Eastern Oklahoma State College to partner with them for the rental fee in the amount of \$1,500.00 for the use of the Expo Center on November 7th & 8th, 2011 for the 5th Annual Career and College Tour.

Recommendation

Consider approving this partnership request in the amount of \$1,500.00.

Discussion

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

Approved By

		<i>Initial</i>	<i>Date</i>
Department Head		JLW	10/03/11
City Manager	P. Stasiak	<i>PJS</i>	11/03/11

City of McAlester

RE: Southeast Expo Center

I am writing to request a partnership for the use of the Southeast Expo Center on November 7th for set-up and Nov. 8th for the 5th Annual Career and College Tour. As you are aware, this annual event has been held at the Expo Center in Expo Hall for the past 5 years.

The Career and College Tour takes a hands-on approach to exposing our youth to opportunities as they start planning their futures and preparing for life after high school. The event brings members of business, industry, institutional and professional communities together to present interactive exhibits for area students.

The group has worked diligently over the years to grow and build a program specifically designed for eighth grade students. The career fair started to help bridge the career connection between schools and the workplace. Over the years, **the number of students involved has grown to over 1,200!** In addition, business exhibitors now include over 100 partners from across the state. Business, industry, and education see the true value in the program.

With budgetary cutbacks, events like the Career & College Tour are becoming much harder to sustain. The monetary cost of the event has grown to almost \$20,000 annually; however, the lifelong skills students receive continue to make it a valuable investment for the community. With the number of students we reach, I know you will understand the worth and timeliness of supporting the cause.

Thank you for your consideration of this matter. If you need any further information, please do not hesitate to contact me.

Dr. Janet Wansick
Dean, McAlester Campus
Eastern Oklahoma State College
(918) 302- 3617
jwansick@eosc.edu

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

4500 W. Highway 270
McAlester, OK 74502

Phone **918/420-3976**

Fax **918/423-1092**

Partnership Request

Date of Request: September 16, 2011

Name: Dr. Janet Wansick

Organization: Eastern Oklahoma State College

McAlester, OK 74501

Phone #: 918/302-3617

Date of Event: November 8, 2011 and set up day of November 7, 2011

Description of Event: 5th Annual Career and College Tour

Description & Rate of Scheduled Room: **Expo Hall (2 day)** \$1,500.00

TOTAL OF REQUEST \$1500.00

APPROVED PARTNERSHIPS

2011/12 APPROVED PARTNERSHIP BUDGET AMOUNT: \$5,000.00

APPROVED PARTNERSHIP TOTAL AMOUNT FOR 2011/12 BUDGET YEAR TO DATE: \$4,125.00

Approved Groups	Requested Date	Event Date/s	Amount
Oklahoma Mission of Mercy	July 15, 2011	February 2-5, 2012	\$3,750.00
Pitts. Co. Local Service Coalition	July 15, 2011	August 25, 2011	\$375.00

2011/12 APPROVED BUDGET BALANCE \$875.00



McAlester City Council

AGENDA REPORT

Meeting Date: 10/11/11
Department: Fire Department
Prepared By: Brett Brewer
Date Prepared: 10/04/11

Item Number: 7
Account Code:
Budgeted Amount:
Exhibits: 8

Subject

Consider, and act upon, awarding a bid to Wheeled Coach, in the amount of \$123,131.00 for a new and unused Ford F350 Ambulance Type I Modular 4x4 Conversion, and to accept change order in the amount of \$2509.00, for the installation of an "Air Ride System" in the conversion.

Consider and act upon the purchase of one ambulance cot to be used on said ambulance in the amount of \$5059.00.

Total cost to City of McAlester \$130,699.00

Recommendation

Motion to approve a bid award to purchase one new and unused Ford F350 Ambulance Type I Modular 4x4 Conversion, in the amount of \$123,131.00 with change order in the amount of \$2509.00, and approve the purchase of one new cot to be used on said ambulance, in the amount of \$5059.00. Total cost to city, 130,699.00

Discussion

The McAlester Fire Department is currently utilizing three ambulances. The oldest ambulance is a 2000 Ford E350 with 115,819 miles. This vehicle, due to aging, is requiring numerous and costly repairs. The cot on this ambulance is also worn and presents a safety issue when loading and transporting patients.

On September 4, 2011 the Fire Department advertised for a replacement ambulance. Three bid packages were requested and supplied to vendors. Two bid proposals were received and opened. They were reviewed by Fire Administration and met minimum requirements. We are including a change order to meet the load height requirement for the ambulance cot. With the addition of the "Air Ride System" Wheeled Coach is still the lowest bidder. The ambulance vendors do not supply cots, so estimates were obtained for one cot to be used in said ambulance. (See attached documents)

The Fire Administration now recommends the award of the bid, in the amount of \$123,131.00, to Wheeled Coach, the acceptance of the change order in the amount of \$2509.00, and the purchase of one ambulance cot from Henry Schein, in the amount of \$5059.00. Total cost to City of McAlester \$130,699.00

Approved By

	Initial	Date
Department Head	BB	10/04/11
City Manager	P. Stasiak	10/04/11

Bid Requets
~~1000 SECTION STREET~~
ONE (1) TYPE I MODULAR BODY
FOUR WHEEL DRIVE (4X4) CONVERSION

Bid Opening

2011, 10:00 a.m.

Bidder

Amount

TRENT WARD

PHOENIX GROUP

Picked up
In Person

Waxahatche, TX

Picked up in Person.

Southwest Ambulance

Heath Hancock
225 RAINES CR 2181

Emory TX 75440
903-440-2358

mailed 9/7/11
certified

Wheeler Ranch
Darrel Easter

2737 Forsyth Rd

Winter Park FL 32792

mailed 9/7/11
certified

PROOF OF PUBLICATION

McAlester News-Capital

500 S. Second, McAlester, OK 74501 • 918-423-1700

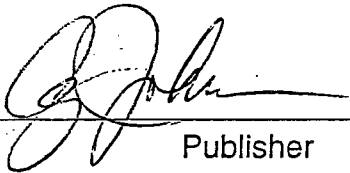
I, Amy Johns, am of lawful age, being duly sworn upon oath, deposes and says:

That I am publisher of McAlester News-Capital, a daily newspaper printed and published in the City of McAlester, County of Pittsburg, and State of Oklahoma, and that the advertisement referred to, a true and printed copy is hereunto attached, was published in said McAlester News-Capital & in consecutive issues on the following dates to wit:

1st insertion.....9/4.....2011
2nd Insertion.....9/11.....2011
3rd Insertion.....2011
4th Insertion.....2011
5th Insertion.....2011

That said newspaper has been published continuously and uninterruptedly in said county during a period one-hundred and four consecutive weeks prior to the publication of the attached notice or advertisement; that it has been admitted to the United States mail as publications (second-class) mail matter, that it has a general paid circulation, and publishes news of general interest, and otherwise conforms with all of the statutes of the State of Oklahoma governing legal publications.

Publication Fee..... \$ 55.98


Publisher

SUBSCRIBED and sworn to before me this

12 day of Sept, 2011


Notary Public

#00002414

My Commission expires: 03/23/12



(Published in the
McAlester News
Capital September 4
& 11, 2011)

**ADVERTISEMENT
FOR BIDS
SEPARATE
SEALED
PROPOSALS
FOR:
ONE (1)
AMBULANCE-
TYPE I MODULAR
BODY FOUR
WHEEL DRIVE
(4X4) 73" HEAD
ROOM X 153" L X
95" W
CONVERSION
LENGTH FLOOR
PLAN A-
ELEVATING COT
AND SQUAD
BENCH FOR ALS**

Will be received by
the McAlester City
Clerk, Municipal
Building, 28 E Wash-
ington, McAlester,
Oklahoma until 10:00
O-Clock A.M. on the
19th day of Septem-
ber, 2011. Bids will
be publicly opened
and read aloud at the
time. Bid Documents,
including Instructions
to Bidders, Bid Pro-
posal, and specifica-
tions are on file at the
Office of the Fire
Chief, 607 Village
Blvd., McAlester,
Oklahoma.

The owner reserves
the right to waive any
informalities or to re-
ject any and/or all
bids.

Dated this 31st day
of August, 2011.

/s/ Peter Stasiak
City Manager

BID TABULATION SHEET

New Ambulance – Fire Department

Bid Opening

September 19, 2011

Bidder

Amount

Phoenix Group

147,280.00

156,680.00

Wheelbed Coach

123,131.00

127,737.00

**CITY OF MCALESTER
FIRE DEPARTMENT**

**BID DOCUMENTS
AND
SPECIFICATIONS**

FOR

**ONE (1) AMBULANCE – TYPE I MODULAR BODY
FOUR WHEEL DRIVE (4X4)
72" HEADROOM X 153"L X 95"W CONVERSION LENGTH
FLOOR PLAN A – ELEVATING COT AND SQUAD
BENCH FOR ALS**



August, 2011

McAlester, Oklahoma

INVITATION FOR BIDS

The City of McAlester will receive bids for **ONE NEW AND UNUSED
AMBULANCE TYPE I MODULAR 4X4 CONVERSION** until **10:00 a.m.** on the **19** day of **September, 2011** at the office of the City Clerk, Municipal Building, 28 East Washington Avenue, McAlester, Oklahoma, at which time and place all bids received will be publicly opened and read aloud.

All bids shall be in compliance with the Bid Documents. Bid Documents, including Instructions to Bidders, Bid Proposal and Specifications are on file at the office of the McAlester Fire Chief, 28 E. Washington, McAlester, Oklahoma.

The City of McAlester reserves the right to accept or reject any and/or all bids or portions thereof, or to waive any informalities in the bidding.

Bids may be held by the City of McAlester for a period of time not to exceed thirty (30) days from the date of the opening of bids for the purpose of reviewing the Bids and investigating bid items, prior to award of bids.

Dated this 31 day of August, 2011

CITY OF McALESTER



Peter Stasiak, City Manager

NOTICE TO BIDDERS

Bidders are notified that the City will consider Bidders' completion of any previous work for the City as a criterion for evaluation of bidders' proposal. Previous work may include, but shall not be limited to, public Works construction, the sale of goods to the City or the sale of services to the city. The unsatisfactory completion of any previous work for the City of McAlester may be adjudged sufficient cause for rejection of bidders' proposals.

INSTRUCTION TO BIDDERS

(Material, Equipment or Vehicles)

1. Bids must be submitted on the "Bidder's Proposal" form only.
2. Bids must be submitted in a sealed, opaque envelope marked as to the items being bid, the date and the time of opening.
3. Bids for vehicles must include the complete vehicle specification sheet, promptly completed and attached to the Bidder's Proposal.
4. Properly completed Affidavit or Non-Collusion must be submitted with each bid.
5. All bids must be filed with the City Clerk prior to the announced bid opening date and time.
6. The City of McAlester reserves the right to accept or reject any and all bids. The City reserves the right to award each line item separately. A single line item will not be awarded to more than one bidder.
7. Bidders are cautioned to verify their proposals before submitting, as requests for amendments to, or withdrawals or proposals after submission will not be considered.
8. All prices are to be quoted F.O.B. McAlester. In those cases of trucks or equipment which the City specifies that attachments are to be made through another vendor, the truck or equipment vendor shall ship the same to the attachment vendor's location. Prices should be F.O.B. to that location. The attachment vendor shall install and price shall be F.O.B. McAlester, Oklahoma.
9. The bidder shall show the proposal both as unit price and the total amount of each item listed. In the event of error in the extension, unit prices shall prevail.
10. Any requested exemption to these terms or conditions or deviations from the written specifications must be clearly shown in writing and attached to the Bidder's Proposal.

11. In the event a cash discount is offered by the bidder, the discount date shall begin with the date of invoice, the date of receipt of material covered by the contract or purchase order, or the date of receipt by the City of McAlester of the original copy of the purchase order with properly executed Affidavit of Claimant, whichever is the latest date.
12. The purchase of certain items of equipment or material by the City of McAlester is exempted from "Federal Excise Tax. In such cases, the bidder will quote prices which do not include Federal Excise Tax.
13. Copies of the Instructions to Bidders, Specifications and Bidder's Proposal forms (Bid Package) are on file in the office of the City Engineer and may be obtained upon application.
14. Bid must show the exact number of days required for delivery under normal conditions. Unrealistically short or long-term promises may cause bid to be disregarded.
15. Bidder agrees to defend from/against any and all demands, claims, suits, costs, expenses, damages, and judgments based on infringements of any patent related to goods specified in this order or the original use or operation of such goods by the City in accordance with the supplier's direction.
16. Payment for all items/bids shall be made payable by the City within thirty (30) days after delivery and acceptance by the City.
17. Any tools required for servicing or maintenance shall be delivered with the unit.
18. An adequate supply of repair parts and authorized repair services shall be available within a 150 mile radius of McAlester.
19. Equipment furnished shall have all the regular manufacturer's warranties covering material and workmanship. These warranties shall not be less than the normal warranty period after delivery and acceptance of the equipment. Any repair or replacement required under the warranty shall be made promptly to the satisfaction of the City and without expense to the City. In case vehicles are supplied to vendor for replacement or attachment, the supplier or equipment vendor of the attachment shall warrant the vehicle with a normal warranty period after delivery to the City.

20. Equipment or material differing from specifications may be considered, provided those differences are clearly indicated in writing. The City shall be the sole judge as to the suitability of the item offered for the intended use.
21. One copy of the maintenance and parts manual and one copy of the operator's manual shall be provided at the time of delivery of the equipment.
22. When training of operators is required, the vendor shall provide the necessary training to City Equipment Operators. Training shall be scheduled within five (5) days after the equipment has been received and accepted.
23. The specifications outlined within this bid package are minimum specifications and the City of McAlester expects and equipment or vehicles delivered to give maximum performance, service life and safety during the use of the vehicle or equipment.
24. The term heavy duty used in these specifications shall mean that the item to which the term applies shall exceed the unusual quality or capacity supplied with standard production equipment; and it shall be able to withstand unusual strain, exposure, temperature, wear and use.
25. In instances of vehicle trade-in the amount of trade-in value must be written in full on Bid Proposal. Total Bid Price will include subtraction of trade-in value on vehicle.

CITY OF MCALESTER

NON-COLLUSION AFFIDAVIT

For Fiscal Year: 2011/2012

VENDOR: Wheeled Coach, by Nebkan, LLC

STATE OF OKLAHOMA \

COUNTY OF Kansas >
/

The undersigned, being of lawful age and duly sworn on oath says that (s) he is authorized to submit invoices pursuant to a contract or purchase order, that the work, services, or materials have been completed or supplied in accordance with the plans, specifications, orders, requests, or contract. The affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the City of McAlester of money or any other thing of value to obtain payment of this invoice, or procure the contract or purchase order pursuant to which this invoice is submitted.

Nebkan, LLC

(Contractor/Supplier)

By: Darrell Eastin

Name

Manager / Owner

Title

Subscribed and sworn to before me this 19th day of September 2010.



[Signature]
Notary

My commission expires: 08/13/15

****The completed affidavit must be on file before the payment of any invoice of \$1,000.00 or more can be paid to any architect, contractor, engineer or supplier of material. (74 O.S. Supp. 1983, Sec. 3109)**

BID PROPOSAL

City of McAlester
Municipal Building
McAlester, OK 74501

Gentlemen:

The undersigned, having familiarized (himself) (themselves) (itself) with the "Instruction to Bidders" and "Equipment Specifications, and the form of this "Bid Proposal" hereby proposes to furnish those items at the price indicated as follows:

Bid No.	Item Description	Equipment Model/Spec. No.	Total No. to Be Purchased	Unit Price	Total Bid Price
1.	New & Unused 2011 Ambulance Type I Modular Body Class I, Four Wheel Drive (4x4) 72" Headroom x 153"L x 95"W Conversion Length Floor Plan A- Elevating Cot and Squad Bench for ALS	Wheeled Coach, Ind Type I - 1153F 4x4 Discounts attached	1	\$ 123,131	\$ 123,131
GPC- Discount included = \$6000 contingent on application and approval					

Attached hereto and made a part hereof is completed City Equipment Specification forms and literature on all items. In submitting this bid, the bidder understands that the right is reserved by the City of McAlester to reject or accept any and/or all bids or any portion thereof.

9/18/2011

DATE

(SEAL)

ATTEST: _____

Nebkan Specialty Vehicles

Name of Bidder

BY:

Darrell Eastin

Title: Manager / Owner

Subscribed and sworn to before me this 19th day of September, 2011.

[Signature]



McAlester Fire & EMS

PO Box 578
McAlester, Oklahoma 74502

AMBULANCE SPECIFICATIONS

The undersigned bidder, having full knowledge of the requirements of the Service for the listed items and contract documents, and all other conditions of this proposal, agrees to sell to the Service, the listed items for the performance of this specifications, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

**One (1) Ambulance , Type I – modular body.
Class I – Four wheel drive (4x4)
Floor Plan A - Elevating cot and squad bench for ALS**

Ford F350 - TOTAL BID \$ \$123,131
Discounts noted on exceptions page

Dodge 3500 - TOTAL BID \$ \$127,737

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal and to enter into a contract if this proposal is accepted.

Wheeled Coach, Ind.
BIDDER
Nebkan Specialty Vehicles

Address
1203 Fredrich Drive
Salina, KS 67401
785-577-4455

Phone

Darrell W. Eastin

BY (Print)

(Sign:

Date 9/18/2011

DELIVERY IN NUMBER OF DAYS, 60-90
(Commencing upon approval of the factory build order)

**Note: 1) PLACE THIS PAGE ON THE FRONT OF YOU RPROPOSAL
2) Mark outside of bid envelope; "SEALED BID FOR AMBULANCE"**

Bid prices shall be valid for 30 days from the date of the Bid Opening

McAlester Fire & EMS
PO Box 578
McAlester, Oklahoma 74502

16 ITEMIZED OPTIONS

Please individually price the following items:

1.7	GRILLE GUARD	<u>\$487.00</u>
2.3	ENVIRONMENTAL SYSTEMS - 110v / 12v, HVAC w/dual condensers	<u>\$1325.00</u>

McAlester Fire & EMS
PO Box 578
McAlester, Oklahoma 74502

AMBULANCE SPECIFICATIONS

The undersigned bidder, having full knowledge of the requirements of the Service for the listed items and contract documents, and all other conditions of this proposal, agrees to sell to the Service, the listed items for the performance of this specifications, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

**One (1) Ambulance , Type I – modular body.
Class I – Four wheel drive (4x4)
Floor Plan A - Elevating cot and squad bench for ALS**

Ford F350 - TOTAL BID \$ \$123,131
Discounts noted on exceptions page
Dodge 3500 - TOTAL BID \$ \$127,737

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal and to enter into a contract if this proposal is accepted.

<u>Wheeled Coach, Ind.</u>	<u>Darrell W. Eastin</u>
BIDDER	BY (Print)
<u>Nebkan Specialty Vehicles</u>	
Address	(Sign:)
<u>1203 Fredrich Drive</u>	
<u>Salina, KS 67401</u>	
<u>785-577-4455</u>	
Phone	Date 9/18/2011

DELIVERY IN NUMBER OF DAYS, 60-90
(Commencing upon approval of the factory build order)

**Note: 1) PLACE THIS PAGE ON THE FRONT OF YOU RPROPOSAL
2) Mark outside of bid envelope; "SEALED BID FOR AMBULANCE"**

Bid prices shall be valid for 30 days from the date of the Bid Opening

McAlester Fire & EMS

PO Box 578

McAlester, Oklahoma 74502

INTENT

It is the intent of these specifications to describe an Ambulance in sufficient detail to enable the buyer to secure bids on comparable equipment. It is also the intent of these specifications to cover the furnishing and delivery of a complete and soundly engineered apparatus. The equipment shall be new, unused. The buyer reserves the right to consider quality and workmanship of the proposed apparatus. Delivery time, operating characteristics, availability of service, and also design and manufacturing experience will be considered. All bids will be evaluated on the basis of compliance with these specifications and performance.

QUALITY AND WORKMANSHIP

This specification covers a new commercially built emergency medical care vehicle, herein after referred to as "ambulance" or "vehicle". This vehicle shall be in accordance with the Ambulance Design Criteria of the National Highway Traffic Administration, U.S. Department of Transportation. The ambulance shall comply with all Federal Motor Vehicle Safety Standards (FMVSS) and Federal regulations applicable for the year of manufacture.

This document is minimum specifications for the manufacture of an emergency medical care vehicle that meets the needs and desires of this agency. It establishes essential criteria for the design, performance, equipment, and appearance of the vehicle. All dimensions listed are given as the approximate sizes required meeting the needs of the department. All vendors and manufacturers must meet all state and local regulations regarding the manufacturing, licensing, and sale of emergency rescue vehicles and ambulances within the state.

ACQUAINTANCE WITH SPECIFICATIONS

It is the responsibility of the bidder to review all of the bidding requirements. Failure of a bidder to be acquainted with this information shall not relieve the bidder from any obligation of the bid requirements.

EQUIVALENT

These specifications are for the sole purpose of establishing minimum requirements of level of quality, standards of performance and design and is in no way intended to prohibit the bidding of any manufacturer's item of equal material. The City of McAlester/MFD shall be the sole judge of equality and this decision final.

EXCEPTION TO SPECIFICATIONS

Any exceptions to these specifications must be clearly pointed out. Otherwise, it will be considered that the items offered are in strict compliance with the written specifications and that the successful bidder will be responsible for delivering a vehicle meeting these specifications. Any exceptions must be marked as such within the body of the bid and explained on a separate page marked "**EXCEPTIONS**".

DEALERS LICENSE

To be eligible to bid, vendors must provide proof of current Oklahoma Dealers License.

McAlester Fire & EMS
PO Box 578
McAlester, Oklahoma 74502

GENERAL PRINCIPLES

This is an engineer, design, construct, and deliver type specification and it is not the intention of this agency to write out vendors or manufactures of similar or equal equipment of the types specified. It should be noted, however, that this specification is written around the specific needs of the department. It is the intent to standardize certain components thus specific brands have been specified in certain places. This has been done to establish a certain standard of quality. Other brands will be accepted providing the vendor/manufacture details how another brand will meet or exceed the quality of the actual brand specified.

The emergency medical care vehicle, chassis, ambulance body, equipment, devices, medical accessories, and electronic equipment to be delivered under this contract shall be standard commercial product, which meet or exceed the requirements of this specification. The chassis, components, and optional items shall be represented in the manufacturer's current technical data. Materials used in the construction shall be new and not less than the quality conforming to current engineering and manufacturing practices. Materials shall be free of defects and shall be suitable for intended use.

INDEMNIFICATION AND INSURANCE

Since these specifications describe an emergency vehicle that may be used under adverse conditions, this agency seeks to mitigate future liability exposure; therefore, all primary manufacturers will submit their Certificate of Insurance. This agency will only consider a primary manufacturer with a minimum of Ten Million United States Dollars (\$10,000,000.00 USD) that is based on a PER INCIDENT basis. This insurance shall be issued by a company rated "A" or better as reported in the current edition of Bests Key Rating Guide, published by Alfred M. Best Company, Inc. Aggregate liability coverage will not be considered regardless of amount.

EMPLOYEE STATEMENT

It is mandated by the United States Government that all employees currently and to be employed during the duration of this contract are not discriminated against because of their race, creed, color, sex, nationality origin and disability. Further, this agency must be satisfied that the primary manufacturer's labor pool is treated in a fair and equitable manner. It will be the responsibility of the manufacturer to provide on request a human resource statement.

REFERENCES

The bidder must list at least three (3) apparatus in service of type bid. The information shall include type, delivery date, location, contact and phone#.

Clayton Ambulance - Clayton, OK 74536 - (918) 569-4135

Pawnee EMS - Pawnee, OK 74058 - (918) 762-6471

Broken Arrow FD - Broken Arrow, OK - (918) 259-8360

PRE-CONSTRUCTION CONFERENCE / INSPECTIONS

The buyer and contractor will participate in a pre-construction conference to review and finalize construction details prior to placement of order.

McAlester Fire & EMS
PO Box 578
McAlester, Oklahoma 74502

BIDDING PROCEDURE

BID FORMS - All bids must be submitted on the attached bid forms. The form must be filled out by checking either the "YES or NO" column for each and every item.

1. This specification document shall be submitted in its entirety as part of the bidder's proposal with all appropriate blanks completed.
2. Each bid must be legibly printed in ink or typewritten on the Proposal Form included in the specification document.
3. Bids received after the scheduled closing of bids will be rejected.
4. Insurance Liability. Bidders shall assume insurance and responsibility for the chassis until delivered to the buyer.
5. The buyer reserves the right to accept or reject any or all bids, or part of bids, to waive irregularities and technicalities and to request re-bids on the material described in the specification documents.

TERMS OF PAYMENT

Payment will be made in full by the buyer at the time of delivery, after all labor has been performed and all equipment has been delivered and all materials and equipment have met all contracts, specifications and acceptance tests. Pre-Payment and Delivery Discounts may be noted but must be itemized in detail.

DELIVERY

Since delivery proposals by the Bidders will weigh heavily in the determination of award of bid, the delivery schedules that are submitted by the Bidders and agreed upon by the Purchaser shall automatically become binding upon the successful Bidder.

- Bids shall be based upon delivery of the equipment to the location specified with all transportation charges and costs paid for by the bidder.
- The manufacturer shall supply at the time of delivery one (1) complete copy of operation manual and one (1) set of shop service manuals, maintenance and parts manuals covering the completed vehicle.
- Successful bidder shall be required to furnish title to the vehicle, free and clear of all liens and encumbrances within 30 days of delivery.

WARRANTIES

Structural / Conversion - This agency expects a minimum of a fifteen (15) year modular construction warranty and twelve (12) months and twelve thousand (12,000) mile full warranty on the conversion. In addition, each manufacturer shall submit their various warranties and warranty options with the proposal for evaluation.

Electrical - The ambulance electrical system shall be covered by a limited **LIFETIME** warranty that will remain in effect for as long as the unit is owned by the purchaser. The electrical system warranty shall include, but not be limited to, defects in the vehicle wiring, connections, circuit breakers, relays, and circuit boards. Any component part such as the electronic siren, strobe warning lights and power supplies, etc. shall be covered by their own manufacturer's warranty and a copy of the major component warranties shall be included with the bid.

Paint - There shall be provided a minimum Three [3] year paint warranty.

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DOCUMENTATION REQUIREMENTS

It is paramount to this agency that vehicle(s) presented be built by a reputable manufacturer with considerable experience in the ambulance manufacturing field. To this end, this agency requires that each manufacturer provide the following:

1. A statement of fact, signed by an officer of the manufacturing company, disclosing that the manufacturer has delivered five hundred (500) ambulances within the last twelve (12) months of the date of this bid. Yes (☒) No ()
2. QVM Certification Yes (☒) No ()
3. Certificate of Insurance Yes (☒) No ()
4. ISO 9001:2000 Certification. Yes (☒) No ()
5. STATE of OKLAHOMA Current Dealers License Yes (☒) No ()

TESTING DOCUMENTATION

Proof of Independent Testing must be provided.

- Independent Certification that the modular body being proposed meets Static Load Test Code for Ambulance Body Structure AMD Standard 001.
- Independent Roof static load testing, side static load testing with a minimum side load of 22,700 lbs.
- Independent Dynamic modular body testing in the form of sled testing and drop testing. Modular front corner impact body drop testing will be at a minimum of 120 (one hundred and twenty feet). All rear doors must operate to simulate extraction of patient and crew in the event of curbside door failure.
- Welders employed by the primary manufacturer shall be certified to the American Welding Society Standard AWS D12.

Does bid comply with specification as written?

☒ Yes ☐ No

Failure to provide required documentation will be deemed non-responsive

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TECHNICAL REQUIREMENTS

1. CHASSIS REQUIREMENTS

- 1.1 CHASSIS** – Primary chassis is to be a new 2011 or later Ford F350, or approved equal. Please include alternate pricing for a new 2011 or later Dodge 3500.

The chassis shall be a Ford F350 Cab Chassis Four wheel drive (4X4) XLT, or approved equal, dual rear wheel, 165" WB., 13,500 GVWR, 6.7L diesel engine rated 325HP @3300 RPM (50 state emissions), 5 Speed electronically controlled automatic transmission, heavy duty locking rear differential, 4.10 ratio, external engine oil and transmission oil coolers. 17" x 6.5 painted steel wheels, dual rear. LT245/75R17E all season tires with spare tire to match. YF2, ambulance prep-package. OEM high speed idle switch, dual alternators, dual batteries, auxiliary heat/AC provisions. High back adjustable bucket seats, rubber floor, cruise control, adjustable/ tilt steering wheel, power door locks, chrome front bumper, chrome grille, daytime running lights, remote heated power mirrors, AM/FM stereo radio w/digital clock. DOT/ FMVSS required lighting & all standard equipment'. Suspension to include anti-sway bar rear.

Does bid comply with specification as written?

☒ Yes ☐ No

1.2 BELLOWS, cab / body connection

Walk through, raised roof cap to increase cab height, unigrip bellows installed between cab and module. A sliding door shall be installed between the cab and module.

Does bid comply with specification as written?

☒ Yes ☐ No

1.3 CAB INTERIOR OPTIONS

The driver's compartment shall be as required by paragraphs 3.9.1, 3.9.2, and 3.9.4 of Federal specification KKK - A - 1822F. The cab shall be equipped with the chassis manufacturer's high back "captain's chair". The safety restraint system for the driver and passenger shall be installed by the chassis manufacturer. Modifications or substitutions of the chassis manufacturer's cab seats or restraint system will not be acceptable.

OEM Cab seats shall be reupholstered to gray vinyl

Does bid comply with specification as written?

☒ Yes ☐ No

1.4 MIRRORS

The mirrors shall be heated and remote totaling at least one hundred and twenty five square inches of surface.

Does bid comply with specification as written?

☒ Yes ☐ No

1.5 WHEEL COVERS

Phoenix Stainless steel wheel inserts and lug covers with valve extension kit shall be installed.

Does bid comply with specification as written?

☒ Yes ☐ No

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1.6 BATTERY CONFIGURATION

Batteries configured per OEM, under hood, activated thru OEM ignition.

Does bid comply with specification as written?

☒ Yes ☐ No

1.7 GRILLE GUARD

A Chrome front Grille Guard with headlight protectors shall be installed per manufactures specifications. Emergency lighting is to be mounted on the guard.

Does bid comply with specification as written?

☒ Yes ☐ No

1.8 FRONT CONSOLE

A console shall be installed to house the switching panel and radio installation. n access panel shall be installed on the top of the console to facilitate servicing. The switches shall be full size rocker switches with LED on indicators. The switches must have a positive "throw" feel and an audible "click" upon activation. The console shall have (2) cup holders. Sufficient space for electronic siren and (2) two-way radio heads.

Does bid comply with specification as written?

☒ Yes ☐ No

1.9 ATTENDANT CONSOLE

The rear switch panel located in the angled cabinet above the Action Area shall be equipped with full size rocker switches with LED on indicators. The switches must have a positive "throw" feel and an audible "click" upon activation.

Does bid comply with specification as written?

☒ Yes ☐ No

2. MODULE REQUIREMENTS

2.1 MODULE TYPE

The Type I module shall be minimum 153"L x 95"W conversion.

Does bid comply with specification as written?

☒ Yes ☐ No

2.2 MODULE HEIGHT

The module interior height shall be minimum 72".

Does bid comply with specification as written?

☒ Yes ☐ No

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2.3 ENVIRONMENTAL SYSTEMS

The ambulance shall be equipped with combination 110v / 12v heating, ventilating, and air conditioning system that operates using re-circulated air and ambient air and shall be capable of maintaining interior temperature within the established comfort zone of 68 degrees thru 78 degrees Fahrenheit while operating between 0 degrees and 95 degrees Fahrenheit ambient. Environmental system components shall be readily accessible for servicing at the installed location. The module control thermostat shall be located on a removable panel above the action wall. The system shall automatically maintain the set module temperature every time the vehicle is operated. The combo air conditioning /heating shall be located in the top of the right front cabinet.

Exterior Dual Condensers shall be installed on the front bulkhead, enclosed in a protective frame. The frame shall incorporate emergency warning lights.

Does bid comply with specification as written?

☒ Yes ☐ No

3. MODULE EXTERIOR

3.1 GENERAL BODY CONSTRUCTION

The modular body is to be constructed solely of aluminum with a temper and alloy of 5052-H32 including side skins, roof skin, all structural box tubing, corner and roof extrusions, tapping plates, gusset plates, retention plates, doors, door extrusions, sub structure moisture barrier and drip rails. The modular shall be engineered, built and warranted for minimum of 15 years by the primary manufacturer. This agency will not accept a proposal from a primary manufacturer that supplies a modular body from an agency, builder, supplier, other than the primary manufacturer.

The front, sides, and rear of the modular shall be configured from a single sheet of **.125 aluminum**. The one piece sheets shall be used to maximize integrity against dust, toxic fumes, cracking, and moisture penetration. Welded or seamed side sheets shall not be allowed.

The corner caps shall be designed to interlock with the roof perimeter, vertical corner extrusions and roof sheet. The corner caps shall be cast aluminum made from matched metal dies to insure a smooth and pleasing appearance. The caps shall act as a stress relief device to absorb energy and disperse the force along the roof extrusions in the event of a collision.

The corner extrusion shall be double hollow with a minimum thickness of .125 and .250 at the outer corner. The extrusion is designed with a unique forty five degree angled appearance while maintaining very high strength and maximizing impact energy absorption.

Does bid comply with specification as written?

☒ Yes ☐ No

3.2 BODY MOUNTING

Body mounting must comply with QVM. The mounting system shall not cause any chassis frame deformation. There shall be ten mounting points, five on each frame rail. The modular body shall have full perimeter welded sill rails of one half inch by two inch of 6061-T6 alloy aluminum and be attached to the vehicle utilizing one inch by three inch sill plates of 6061-T6 alloy aluminum. The modular body shall be welded to the sill plates at every exposed seam. At all outriggers mounting locations a double

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compression, neoprene rubber isolator mount shall be used to minimize chassis vibration transfer to the modular body. The modular body and sill plates shall be attached to the frame rails using three quarter inch grade eight bolts.

Does bid comply with specification as written?

☒ Yes ☐ No

3.3 UNDERCOATING

The entire underbody (excluding drive shaft, wheels, gas tank and 12 inches either side of exhaust system) shall be sprayed with Transcoat 161 undercoating for rust prevention, corrosion protection and added sound deadening. The material used shall be a low VOC product that meets MIL Spec MIL-C-62218A and will remain flexible but tack-free.

Does bid comply with specification as written?

☒ Yes ☐ No

3.4 ELECTROLYSIS PREVENTION

To prevent long term electrolytic paint corrosion all components to be mounted on the module exterior shall be cut out prior to painting. All exterior fasteners used to mount emergency lighting to the outside of the module shall be completely isolated from the painted module by using a nonferrous collapsible blind insert that is reusable.

Does bid comply with specification as written?

☒ Yes ☐ No

Additionally, all exterior components fastened or attached to the module, anything that breaks or has the potential to break paint shall incorporate the use of ECK brand anti-corrosion and electrolysis prevention material. The manufacturer must use the patented ECK product; an equivalent substitute will not be acceptable. This product is available to any and all manufacturers and has proven itself in the emergency and fire industries. Product must be applied per the application guidelines. **NO EXCEPTIONS**

Does bid comply with specification as written?

☒ Yes ☐ No

3.5 ROOF CONSTRUCTION

The module roof shall include a single sheet of .090" x 5052-H32 aluminum. This roof sheet shall be attached to the welded roof structure with 3M VHB adhesive and incorporate a continuous, full perimeter weld to the roof radius extrusion to provide a permanent weather proof seal and to enhance the structural design of the modular structure. The weld around the perimeter of the roof skin shall be ground to provide a uniform transition around the perimeter of the roof material.

Does bid comply with specification as written?

☒ Yes ☐ No

3.6 EXTERIOR COMPARTMENTS

The inside of all compartments shall be fully finished with a chip resistant, bacteriostatic, anti-fungal, mildew resistant sprayed on Dura-Tuff polyurethane rubberized finish, light Gray in color. The bottom of compartments shall drop down 3 inches from the door opening for maximum storage space in the compartment. The bottom of the O2 and Spine board compartments shall be flush with the door opening to provide for a sweep out design.

Does bid comply with specification as written?

☒ Yes ☐ No

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3.7 **COMPARTMENT MATTING**

There shall be **Black Dri-deck** matting on the bottom of all exterior compartment floors and shelves.

Does bid comply with specification as written?

☒ Yes ☐ No

3.8 **EXTERIOR COMPARTMENT LAYOUT** – (attached reference drawings).

Compartment A is the passenger side forward compartment. The door opening dimensions shall be a minimum of 65 inches high and 16 inches wide. There be (2) adjustable shelves and one fixed shelf in compartment A.

Compartment B1 is the passenger side lower compartment, aft of the rear wheel well. The door opening dimensions shall be approximately 20 inches high and 24 inches wide.

Compartment B2 is the passenger side rear backboard compartment. The door opening dimensions shall be approximately 81 inches high and 14 inches wide. Compartment B2 will have a fixed divider, full height, centered with a restraint strap across the opening.

Compartment D is the driver's side rear compartment. Single Door, opening dimensions shall be a minimum of 60 inches high and 30 inches wide. One adjustable shelf included in compartment D.

Compartment E is on the driver's side just forward of the rear wheel. The door opening dimensions shall be a minimum of 36 inches high and 30 inches wide. A fixed electrical shelf shall be installed in the upper section of compartment E. The inverter and suction pump shall be installed behind a protective shield on the shelf.

Compartment F is the driver's side forward compartment, multi-versatile O2 storage rack. The dimensions shall be approximately 60 inches high, 18 inches wide. The forward portion of the compartment will be of sufficient depth for stair chair storage. A cylinder changing wrench shall be tethered inside the compartment. The compartment shall be externally vented meeting AMD standard 003 for KKK-A-1822F.

Does bid comply with specification as written?

☒ Yes ☐ No

3.9 **SILL PROTECTION**

The manufacturer shall install a stainless steel door sill protection on the lower outside edge of all exterior entry and compartment door frames to prevent damage caused by entering or leaving the vehicle or when accessing or replacing equipment.

Does bid comply with specification as written?

☒ Yes ☐ No

3.10 **WINDOWS**

There shall be a window with privacy tint in each of the three patient access doors. The window frame shall be of an extruded aluminum design with a protective anodized finish. The curbside entry door window shall include a sliding window to allow for fresh air. Each module entry door shall have a window with privacy tint. Windows shall have the following dimensions: Curbside 26 1/2 inches high and 19 1/2 inches wide, Rear windows shall be 22 1/2 inches high and 13 1/2 inches wide

Does bid comply with specification as written?

☒ Yes ☐ No

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3.11 MODULE EXTERIOR DOORS

There shall be Red/White reflective striping on the interior of the side and rear module entrance doors. The stripes shall be located in the center panel. Each stripe shall have a minimum 100 sq. inches of total reflective area. There shall be brushed stainless steel kick panels installed on the lower portion of the doors.

Magnetic proximity switches located at the top of the door between the jamb and the door frame will activate a door open indicator on the front console.

Does bid comply with specification as written?

☒ Yes ☐ No

The compartment door handles shall be Trimark OEM style handle with a large enough space for gloved hands to operate the handle. The door handles shall be free floating with 1008 cold rolled steel mechanical components with Nitrotec treated wear components. When the doors are opened, the hinges, latches and door checks shall not protrude into the patient compartment. All door latches shall comply with FMVSS 206. The locking devices shall be two stage rotary latches and shall be in accordance with FMVSS. There shall be two door latches, one at the top and one at the bottom, controlled by a single locking handles. The latches shall lock into an adjustable Nader type pin located in the door frame. The Nader will utilize a captive nut to provide adjustment and replacement without loss of the nut. All doors shall have closed cell block foam insulation.

Does bid comply with specification as written?

☒ Yes ☐ No

POWER DOOR LOCKS - The ambulance shall be equipped with power locks for all entry doors. A momentary rocker switch shall be located Curbside, adjacent to the rear doors to activate the power door locks for the compartment and entry doors. A hidden momentary switch shall be placed on the exterior of the ambulance to unlock the cab doors. The location of this switch will be determined at the pre-build conference.

Does bid comply with specification as written?

☒ Yes ☐ No

The ambulance shall be equipped with gas strut hold opens. The struts will be installed on each exterior compartment door and the side entry door. Exterior doors to open to 90+ degrees.

Does bid comply with specification as written?

☒ Yes ☐ No

The rear doors shall be held open by (2) 5.5 inch Cast Grabber. The U shaped piece shall be attached to the door. It shall enter into a rubber insert when the door is in the open position.

Does bid comply with specification as written?

☒ Yes ☐ No

3.12 SIDE DOOR STEP

The curbside door step well shall have a recessed LED light to be automatically lit when the door is opened. The step well shall be finished with a polished aluminum diamond plate. The under body surfaces of the curbside step well shall include soundproofing to reduce noise in the patient compartment. A step is to be installed exterior under the curbside step well for ease of entry.

Does bid comply with specification as written?

☒ Yes ☐ No

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3.13 REAR FENDERS

Chrome fenders shall be provided around the rear wheel well openings to provide protection from wheel wash.

Does bid comply with specification as written?

☒ Yes ☐ No

3.14 BUMPER AND REAR STEP CONSTRUCTION

The rear outboard bumper pods will be constructed of NFPA approved aluminum diamond plate. The center step of the bumper assembly shall be designed to allow it to flip up and out of the way to facilitate patient loading. The flip up section of the of the rear bumper shall be diamond plate to meet the requirements of KKK - A - 1822E specification. The diamond plate flip up step shall be punched with three rows of raised star-shaped holes to create additional non-skid surface. There shall be eye beam constructed skid plates with tow eyes mounted as part of the frame of the bumper. There shall be a three inch red LED marker light on the street side and curb side of the bumper assembly. These lights shall be a sealed unit and the connectors protected with an adhesive heat shrink. The lights shall flash with the turn signals and shall illuminate with the vehicle head light control.

Does bid comply with specification as written?

☒ Yes ☐ No

3.15 MUD FLAPS AND RUNNING BOARDS

Mounted behind the rear wheels shall be heavy duty commercial type mud flaps.

Does bid comply with specification as written?

☒ Yes ☐ No

Diamond plate running boards shall be installed just under the cab doors for both the driver and passenger. The diamond plate step shall be punched with rows of raised star-shaped holes to create additional non-skid surface. The boards shall allow for easy entry into the cab.

Does bid comply with specification as written?

☒ Yes ☐ No

3.15 SKIRT RAILS

Extruded aluminum channel with extruded rubber insert shall be provided on street side and curbside of modular body. The rails shall be installed along the lower edge of the body. The rails shall be offset from the sides by a minimum of one quarter inch to allow water and road wash not to collect between the rail and modular rail. Rubber spacers shall be used to install the rails to eliminate the possibility of electrolysis. There shall be a "Scotchlite" reflective insert recessed in the rubber skirt rails.

Does bid comply with specification as written?

☒ Yes ☐ No

3.16 STONE GUARDS

The front corners of the patient compartment shall have stone guards, FULL HEIGHT attached to the corner extrusion. They shall be diamond plate aluminum and extend from the bottom edge of the corner extrusion to the roof corner extrusion.

Does bid comply with specification as written?

☒ Yes ☐ No

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3.17 REAR KICKPLATE

Above the rear bumper and below the rear doors, there shall be a full length riser of aluminum diamond plate for a protective kick panel. The kick panel shall be securely fastened with ceramic coated stainless steel screws to inhibit rust that could result from electrolysis and run the full rear width of the module. Pop rivets are not acceptable.

Does bid comply with specification as written?

☒ Yes ☐ No

3.18 LICENSE PLATE HOLDER

There shall be a cast aluminum license plate holder recessed into the rear of the module body. The cast housing shall be equipped with two LED lights. The mounting fasteners shall be stainless steel screws through plastic wall inserts and the cast housing shall be completely isolated from the module wall by a butyl rubber, full perimeter gasket. The manufacturer must use ECK brand material for installation.

Does bid comply with specification as written?

☒ Yes ☐ No

5. ELECTRICAL SYSTEMS AND COMPONENTS

The emergency medical vehicle's electrical system must meet KKK - A1822 - Section 3.7.1. All wiring devices, switches, outlets, etc., except circuit breakers, shall be rated to carry a minimum of one hundred and twenty-five percent (125%) of the maximum ampere load for which the circuit protected.

5.1 COMMUNICATION

The vehicle shall be equipped with (2) two RG58AU low loss cables, with power lead and ground. Termination location to be determined at the pre-build conference. Wired Ignition Hot.

Does bid comply with specification as written?

☒ Yes ☐ No

5.2 CLOCKS

There will be an 8" 12/24 hour analog clock recessed in the padding over the rear entry doors.

Does bid comply with specification as written?

☒ Yes ☐ No

6. ELECTRICAL 12 VOLT DC

6.1 12VDC OUTLETS

The patient compartment shall include two cigarette style 12VDC power outlets as standard. (1) outlet shall be mounted on the action wall and (1) outlet shall be mounted above the top shelf in the lower section of the right front ALS cabinet. Outlets on this circuit shall be wired "On with Ignition".

Does bid comply with specification as written?

☒ Yes ☐ No

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7. ELECTRICAL 110 VOLT AC

7.1 EXTERNAL 110VAC SHORE POWER

This unit shall be equipped with a 120VAC - 20 AMP autoject shoreline inlet. There shall be provided a Green LED Battery Charger Indicator light, located in the front console. A second 120VAC - 30 AMP shoreline to be provided for the 110V HVAC system.

Does bid comply with specification as written?

☒ Yes ☐ No

7.2 110 VOLT OUTLETS

There shall be (3) three 110VAC 2-wire plus ground illuminated 15 amp duplex outlets, one located on the action area wall, one in the right front ALS cabinet and one in the telemetry area aft of the CPR seat. The outlet in the ALS cabinet shall be located on the inboard wall of the lower section, above the top shelf. All 110VAC outlets shall be hospital grade.

Does bid comply with specification as written?

☒ Yes ☐ No

7.3 ONBOARD 110VAC POWER SUPPLY (Inverter)

The vehicle shall be equipped with a Vanner 'UL' listed 1050 watt inverter/55 amp battery charger #20-1050CUL with internal transfer relay.

Does bid comply with specification as written?

☒ Yes ☐ No

8. EMERGENCY WARNING SYSTEMS

8.1 SIREN

The vehicle shall be equipped with a Whelen, WS-295-SLSA1 siren with NC microphone. The siren shall be capable of Radio Rebroadcast, PA, Airhorn, Manual, Wail, Yelp, Hi-Lo or Phaser. It shall also provide a hands free feature that allows switching three siren modes (wail, yelp, phaser) and siren off from the horn ring. The vehicle siren shall be wired to automatically cut out in park/neutral.

Two Cast 100 watt speakers shall be installed in the front OEM bumper

Does bid comply with specification as written?

☒ Yes ☐ No

8.2 AUDIBLE ALARMS

A backup alarm with a cut off switch shall activate when the vehicle is shifted into reverse. The alarm shall automatically be reset and engage when the vehicle is placed in reverse again. The device must meet OSHA and SAE J994 requirements, and shall be rated (SAE) for Type C.

An audible alarm shall be activated when an entry or compartment door is opened and the vehicle is placed in gear

Does bid comply with specification as written?

☒ Yes ☐ No

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9. **EMERGENCY LIGHTING** - All emergency lights shall be equipped with chrome flanges.

An Emergency Master Switch shall be located in the Engine Cover Console just to the right of the Master Switch. The engaged emergency master switch shall turn on all of the emergency lights if the master switch is in the on position.

FRONT

The front wall of the module shall have (7) Whelen 7L series Super LED warning lights evenly spaced in a straight line across the top of the module. Lights to be incorporated into the dual condenser housing.

STREETSIDE

There shall be (2) RED Whelen 9L Series Super LED warning lights with internal flasher on the driver side of the module. (1) in the upper forward and (1) in the upper rearward corners.

CURBSIDE

There shall be (2) RED Whelen 9L Series Super LED warning lights with internal flasher on the passenger side of the module. (1) in the upper forward and (1) in the upper rearward corners.

REAR

The ambulance shall be equipped with (2) RED Whelen 9L series Super LED warning lights with an external flasher positioned in the upper outboard corners of the module rear.

The ambulance shall be equipped with (1) AMBER Whelen 9L series Super LED light center mounted above the rear doors.

This unit shall be equipped with (2) RED Whelen 900 Series Super LED's with internal flashers mounted on the rear of the module. They shall be set to show through the upper portion of the rear door windows.

GRILLE LIGHTS

This unit shall be equipped with (4) Whelen LIN6 Series LED flashers mounted in the grille area of the chassis in compliance with the OEM chassis manufacturer's guidelines and the lighting requirements of KKK-A-1822F.

INTERSECTION LIGHTS

This unit shall be equipped with Intersection lights. (2) Whelen 7L Series Super LED lights (with internal flashers) mounted (2) above rear wheel well and (2) Whelen 5L LIN6 LED lights mounted on the front fender.

Does bid comply with specification as written? ☒ Yes ☐ No

9.10 **EXTERIOR AUTOMOTIVE LIGHTING**

The basic exterior vehicle lighting shall include headlights, parking lights, directional signal lights, tail and stop lights, license plate light, back-up lights, hazard warning lights, clearance lights and reflectors, as required by F.M.V.S.S. 571.108. The rear lights shall be Whelen LED brake/tail, amber turn signals, and Halogen back-up lights mounted above the rear kickplate.

DOT marker lights - The marker lights shall be visible 360 degrees. In addition, each corner marker light shall be recessed and visible 180 degrees. Each corner marker light lens cover shall be tilted upward on a 45 degree angle to be visible above the horizontal plane for 360 degrees. These measures will insure the vehicle will be visible in low light conditions with the headlights in the "on" position. Amber lenses shall be installed on the front corners and Red lenses shall be installed on the rear corners.

The Corner DOT lights shall be LED and will serve as Emergency Flashers when emergency lights are activated.

Does bid comply with specification as written? ☒ Yes ☐ No

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The vehicle shall include two amber LED turn lights mounted in the upper front corners of the module. These lights shall be Whelen 600 Series amber populate arrows mounted in chrome flanges.

Does bid comply with specification as written?

☒ Yes ☐ No

A 4 inch LED light shall be installed on the front stone guards of both the passenger and drivers side front module. The lights shall illuminate the running boards when the cab doors are open

Does bid comply with specification as written?

☒ Yes ☐ No

9.12 FLOOD AND LOADING SYSTEMS

Four Whelen LED 900 series Clear Scene lights shall be installed. Two floodlights shall be located on each side of the vehicle just below the roof line. The side flood lights shall be controlled from the cab console and be independently switched. The curbside flood lights shall be activated with the curbside door.

Two Whelen, LED 900 series Clear Loading lights shall be provided above the rear doors and shall illuminate the area surrounding the rear doors. Rear loading lights shall activate automatically when the rear doors are open regardless of the switch position in the cab console. The rear load lights shall be incorporated with the FMVSS backup lighting system.

Does bid comply with specification as written?

☒ Yes ☐ No

11. MODULE INTERIOR

11.1 HEADLINER

The module headliner shall be manufactured out of expanded PVC material. The liner shall be white and installed to allow flush mounting of the interior lighting.

Does bid comply with specification as written?

☒ Yes ☐ No

11.2 MODULE INTERIOR LIGHTING

The interior lighting system shall consist of (7) Whelen dual intensity LED lights. Curbside and Streetside lights switch in action area console.

Three Litco 18" fluorescent lights shall be located in the headliner, integral switch provided in the action area.

The vehicle shall be equipped with a 15 minute timer, wired direct to the battery system to allow operation of the fluorescent lights while the vehicle is off. This feature will enable personnel to clean and restock the vehicle, but eliminates the risk of leaving the lights on and draining the batteries. The timer shall be located on the curbside wall near the side entrance door.

Does bid comply with specification as written?

☒ Yes ☐ No

A Flexshaft Little Lite LF12ERR shall be installed on the passenger side of the front console. The light shall have a 12 inch long arm.

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Does bid comply with specification as written?

☒ Yes ☐ No

11.3 HANDHELD SPOTLIGHT

The cab shall be equipped with a spotlight with a coiled cord that is hardwired to be "Ignition Hot" with the chassis electrical system. The handle shall include a momentary switch. The bulb shall be a 12V - 400,000 candle power sealed beam non-glare bulb.

Does bid comply with specification as written?

☒ Yes ☐ No

11.4 ACOUSTIC AND CLIMATE INSULATION

MAXIMUM Severe Weather Insulation package is to be used. Insulating material to be non flammable with a Class A, Class 1 fire rating meeting the smoke and flammability requirements of FMVSS 302. The exposed walls of the exterior compartments and wheel wells that intrude into the interior of the modular shall be covered with reflective insulating material with a value of R-14. The side, front, rear, walls as well as the ceiling shall be insulated with fiberglass bat beneath a full covering of reflective insulation. In addition, one inch block foam shall be installed under the aluminum floor moisture barrier and between the floor structures. The insulation shall be protected from road debris by an additional aluminum moisture barrier under the insulation.

Does bid comply with specification as written?

☒ Yes ☐ No

11.5 GRAB RAILS

An overhead grab rail shall be installed in the patient compartment head liner. The grab rail shall be yellow powder coated stainless steel, handicapped style with rounded ends. The grab rails shall be securely mounted to roof structural framing, (1) running through the centerline of the module over the primary cot.

Does bid comply with specification as written?

☒ Yes ☐ No

The module entry doors shall be equipped with stainless steel "L" shaped safety yellow assist grab rails.

Does bid comply with specification as written?

☒ Yes ☐ No

11.6 ATTENDANT SEAT- Upholstery is to be GUNMETAL in color

There shall be a vacuum formed, swiveling 3pt, child safety, attendant seat mounted on a swivel base.

Does bid comply with specification as written?

☒ Yes ☐ No

11.7 COTS AND COT FASTENERS

A cot safety hook with appropriate fasteners shall be shipped loose with the vehicle. The patient compartment shall be equipped with a FERNO SINGLE, center position cot fastener installed.

Does bid comply with specification as written?

☒ Yes ☐ No

McAlester Fire & EMS
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McAlester, Oklahoma 74502

11.8 OXYGEN AND AIR SYSTEMS

The oxygen supply system shall be installed in the patient compartment in compliance with KKK-A-1822E. Unless otherwise specified, the system shall consist of four (4) Ohio style oxygen outlets in raised trim rings. Two outlets shall be located on the action wall and one outlet shall be located on the forward end of the curb side wall above the squad bench and one in the headliner. This system shall be set up so a change in outlet style is readily made by just removing the front plate, thereby not compromising integrity of the system with field changes.

An O2 wrench shall be tethered in the O2 compartment adjacent to the storage rack.

The vehicle shall be equipped with a Multi-versatile "M" Cylinder oxygen tank holder in compartment F. The holder will accommodate a steel or aluminum cylinder and shall be easily adjustable to accommodate various sizes of cylinders.

There shall be a 50psi M1-346-P fixed O2 Regulator installed on the O2 supply line in compartment "F".

Does bid comply with specification as written?

☒ Yes ☐ No

11.9 SUCTION SYSTEM

An on-board SSCOR suction with Thomas pump to match current fleet shall be installed in the Action Area. There shall be one Vacuum port outlet in the Action Area wall.

Does bid comply with specification as written?

☒ Yes ☐ No

11.10 EXHAUST FAN

The patient compartment shall include a 100CFM, high output (2) speed exhaust fan.

Does bid comply with specification as written?

☒ Yes ☐ No

11.11 PLASMA HANGER

There shall be (2) Perco Wall mounted IV hangers with stabilizer straps mounted in the patient compartment. One shall be above the action area and one curbside above squad bench.

There shall be (2) two dual bag CPI #2008 IV hangers with stabilizer straps mounted in the patient compartment ceiling. One shall be recessed into the ceiling over the primary cot in the torso area and one shall be recessed into the ceiling over the squad bench in the torso area. They shall be mounted so that in the event of a forward collision, the plasma hanger will fold up upon impact.

Does bid comply with specification as written?

☒ Yes ☐ No

11.12 BASE CABINET KICKPLATES

Brushed stainless steel protection kick plates are to be installed under the Curbside and Streetside base cabinets and are to run the full length of the cabinets.

Does bid comply with specification as written?

☒ Yes ☐ No

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McAlester, Oklahoma 74502

11.13 FLOORING

The patient compartment flooring shall be Lonseal / Lonplate II commercial grade, anti-skid flooring material. Color to be Mica 421

Does bid comply with specification as written?

☒ Yes ☐ No

There shall be a stainless steel threshold with anti skid tape at the curbside and rear entry door.

Does bid comply with specification as written?

☒ Yes ☐ No

11.14 INTERIOR CABINET CONSTRUCTION

Interior cabinets to have LIFETIME warranty.

All vertical edges of cabinets shall be of an aluminum extrusion with a 3/4 inch radius designed to free the interior of the patient's compartment of all sharp edges or projections.

Does bid comply with specification as written?

☒ Yes ☐ No

The interior cabinets, squad bench assembly, shelves and doors shall be constructed of Featherply plywood; due to the product's ability to be customized to fulfill the needs of this agency, the additional acoustical and thermal insulation properties, repair ability, and the safety factor of not producing sharp fragments or shards in the event of a serious collision. The thickness of the finished panels used to construct the cabinets, shelves and doors shall be 3/4 inches including mica and adhesive. The face and inside of the cabinets shall be covered by a commercial grade laminate and adhered to the cabinet face by a high quality poly vinyl adhesive using a thermal press application. The wood, adhesive and laminate shall be pressed together at 200 degrees for four minutes in a thermal platen press. There shall be no voids of the adhesive between the laminate and the cabinet surfaces.

Does bid comply with specification as written?

☒ Yes ☐ No

12. INTERIOR CABINET LAYOUT – (NOTE drawings).

12.1 GLOVE BOX HOLDERS

A Glove Box cabinet with a Lexan flip up door shall be installed above the curbside entry door to hold three boxes of gloves.

Does bid comply with specification as written?

☒ Yes ☐ No

12.2 CURBSIDE RIGHT FRONT ALS CABINET "E1"

The area above the right front ALS cabinet shall house the Heating and Air Conditioning unit. Cabinet E1 is the ALS cabinet and has Inside/Outside access. The ALS cabinet shall have (2) two adjustable shelves, and one fixed shelf. There shall be (2) sets of double interior access doors with Lexan inserts and non-locking latches.

Does bid comply with specification as written?

☒ Yes ☐ No

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McAlester, Oklahoma 74502

12.3 SQUAD BENCH AREA

A squad bench shall be provided on the curbside of the vehicle with seating capacity for three people. Restraints shall meet or exceed current FMVSS 210-S5 standards. There shall be a two piece lid hinged for internal storage with pneumatic lifting hold open supports. The squad bench shall include a recessed latch to secure the squad bench lids when in the down position.

There shall be an upper storage cabinet above the squad bench. The cabinet shall be approximately 7 inches deep, 11.25 inches high and run the length from the curbside door to the rear wall cabinet. The cabinet shall be separated into two equal cabinets with clear sliding Lexan.

A squad saver net shall be attached to the end of the squad bench, the curbside wall and the overhead liner with removable latches. The net shall be made from black nylon one inch webbing.

Does bid comply with specification as written?

☒ Yes ☐ No

12.4 STREETSIDE REAR AREA

The patient compartment shall include an Interior/Outside access to compartment "D", Streetside Rear.

Does bid comply with specification as written?

☒ Yes ☐ No

Cabinet "J" shall be located on the street side of the patient compartment. It shall be the rear upper cabinet and shall be approximately 18.5 inches high, 24.25 inches wide, and 19.5 inches deep.

Does bid comply with specification as written?

☒ Yes ☐ No

12.5 STREETSIDE C.P.R SEAT AREA

A CPR seat shall be provided just aft of the Action Area. The seat lid shall be hinged for storage underneath and be held closed with a positive latch. The upper and lower portion of the CPR seat area shall be padded on three sides for additional protection.

Does bid comply with specification as written?

☒ Yes ☐ No

Cabinet "M" shall be located on the street side of the patient compartment. It shall be the middle cabinet just forward of compartment "D" and shall be 7.25 inches high, 22.0 inches wide, and 19.5 inches deep.

Does bid comply with specification as written?

☒ Yes ☐ No

Just AFT of the CPR seat shall be an upper cabinet, "K". This cabinet shall have (1) adjustable shelf and shall have sliding Lexan doors.

Does bid comply with specification as written?

☒ Yes ☐ No

Cabinet "O" shall be located on the street side of the patient compartment. It shall be the middle lower cabinet just below cabinet "M" and shall be 15.0 inches high, 22.0 inches wide, and 19.5 inches deep.

Does bid comply with specification as written?

☒ Yes ☐ No

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12.6 ACTION AREA

There shall be (2) cabinets located over the action area. The cabinets "L1" & "L2", each with a shelf and sliding Lexan doors. One shall be solid door, locking. This shall be finalized at the pre-build conference.

Does bid comply with specification as written?

☒ Yes ☐ No

The attendant switch panel and environmental controls shall be built into a separate angled control panel just below cabinet "L1 & L2".

Does bid comply with specification as written?

☒ Yes ☐ No

The top of the Action Area and Telemetry Area shall provide a clean work area. The countertop shall be one piece with a one inch lip around the tray. The tray shall be manufactured from molded polyester resin to provide a seamless countertop. The tray shall be topped with a durable top coat of gray gel coat.

The Action Area tray shall allow for access to the trash and sharps containers located in compartment "E". A red flip up lid be located over the trash and sharps for drop in access.

Does bid comply with specification as written?

☒ Yes ☐ No

12.7 MISC. LOOSE EQUIPMENT

The manufacturer shall supply one (1) 5# Fire extinguisher with mounting bracket. The fire extinguisher shall be shipped loose with the vehicle.

The spare tire is to be mounted in the lower portion of compartment "D".

Does bid comply with specification as written?

☒ Yes ☐ No

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McAlester, Oklahoma 74502

PAINT DECALS AND NOMENCLATURE

The finished paint and graphics process shall be finalized at pre-build conference.

15.1 PAINT AND FINISH

The standard modular ambulance paint finish shall be produced by the application of a certified SIKKENS System paint process. All bare aluminum shall be coated with a corrosive resistant self etching primer. An auto-motive urethane sealer shall be used as well as an automotive urethane topcoat. The primer, sealer, and topcoat shall be a minimum of three point three mils thick. A small amount of body filler may be used to smooth imperfections in the aluminum. Colors and markings will be determined by this agency. The vehicle shall meet salt spray resistance and vehicle undercoating as set forth in paragraph 3.16.3 and 3.17 respectively of Federal Specification KKK - A - 1822E.

Compartment and entry doors shall be painted separately from the modular body. The doors shall then be installed on a fully painted module.

AMBULANCE TO BE PAINTED RED TO MATCH CURRENT FIRE DEPARTMENT FLEET.

Does bid comply with specification as written?

☒ Yes ☐ No

15.2 DECALS & GRAPHICS

Reflective lettering and SOL decals to be included to match current Fleet. Graphics to be finalized at the pre-build conference.

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PO Box 578
McAlester, Oklahoma 74502

16 ITEMIZED OPTIONS

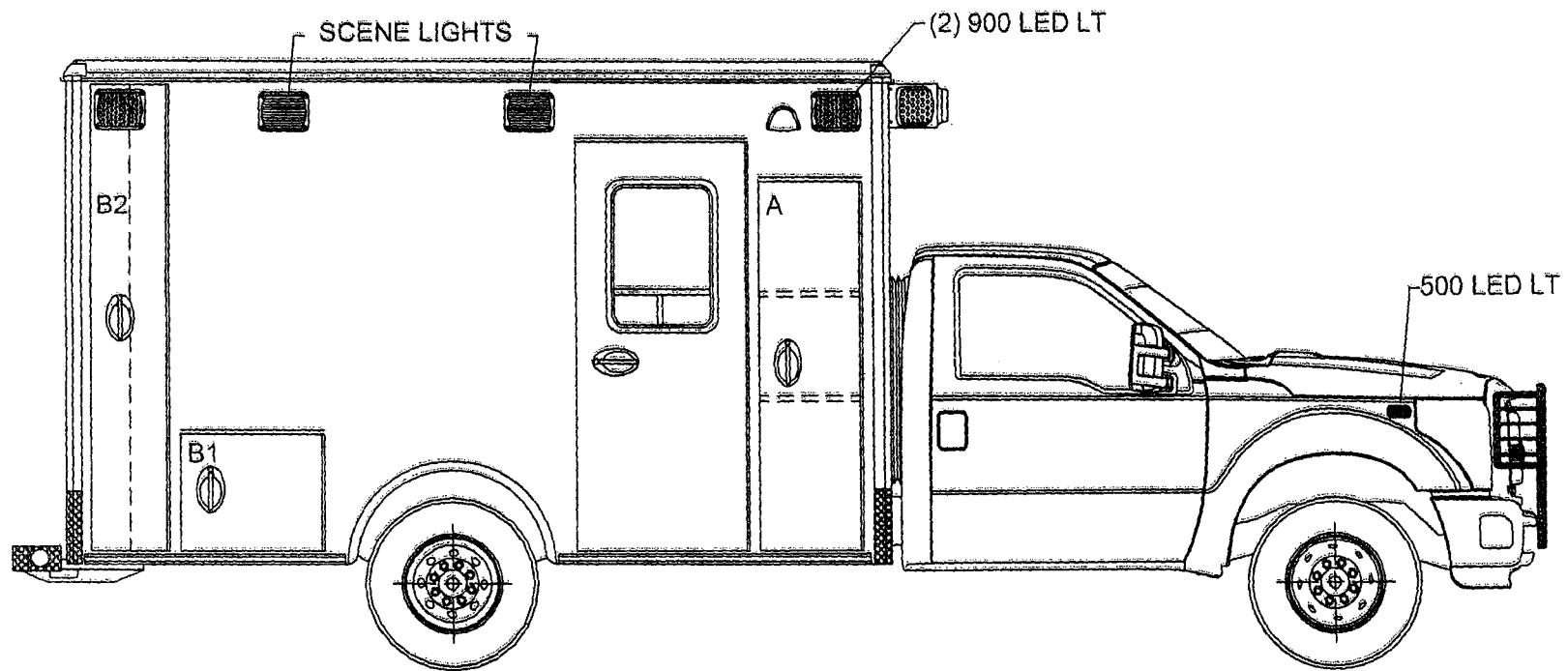
Please individually price the following items:

1.7	GRILLE GUARD	<u>\$487.00</u>
2.3	ENVIRONMENTAL SYSTEMS - 110v / 12v, HVAC w/dual condensers	<u>\$1325.00</u>

CA112180

McALESTER FIRE & EMS

153 x 95 x 72



EXTERIOR COMPARTMENT DIMENSIONS IN INCHES

INTERIOR DIMENSIONS				JAMB OPENING		INTERIOR DIMENSIONS				JAMB OPENING	
COMPT.	HEIGHT	WIDTH	DEPTH	HEIGHT	WIDTH	COMPT.	HEIGHT	WIDTH	DEPTH	HEIGHT	WIDTH
A				65.75	16.75						
B1	22.25	25.00	18.50	19.25	22.75						
B2	84.75	15.25	18.50	81.75	13.00						

TYPE I FORD 4 X 4
RIGHT EXTERIOR

BE ADVISED THAT THESE ARE PRELIMINARY LAYOUTS INTENDED
TO ILLUSTRATE DESIGN INTENT AND DIMENSIONS ARE FOR
REFERENCE ONLY PRIOR TO FINAL ENGINEERING

DATE: 08/16/11

SCALE

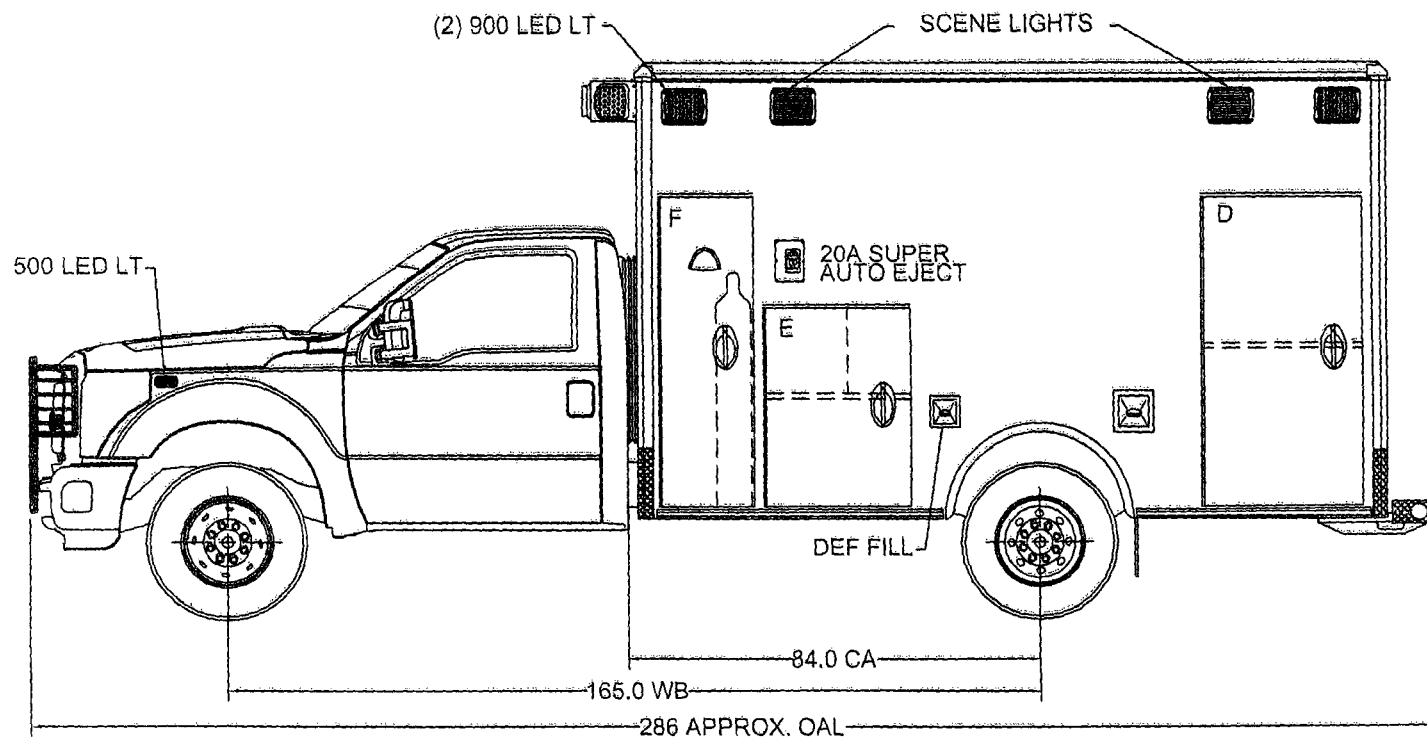
OWN BY: LJG

DRAWING NO: CA112180

CA112179

McALESTER FIRE & EMS

153 x 95 x 72



EXTERIOR COMPARTMENT DIMENSIONS IN INCHES

INTERIOR DIMENSIONS				JAMB OPENING		INTERIOR DIMENSIONS				JAMB OPENING	
COMPT.	HEIGHT	WIDTH	DEPTH	HEIGHT	WIDTH	COMPT.	HEIGHT	WIDTH	DEPTH	HEIGHT	WIDTH
D	61.50	32.75	18.25	58.50	29.25						
E	39.00	29.75	18.50	36.75	26.50						
F	59.00	20.00	18.50	58.50	16.75						

TYPE I FORD 4 X 4
LEFT EXTERIOR

DATE: 08/16/11

SCALE

DRAWN BY: LJG

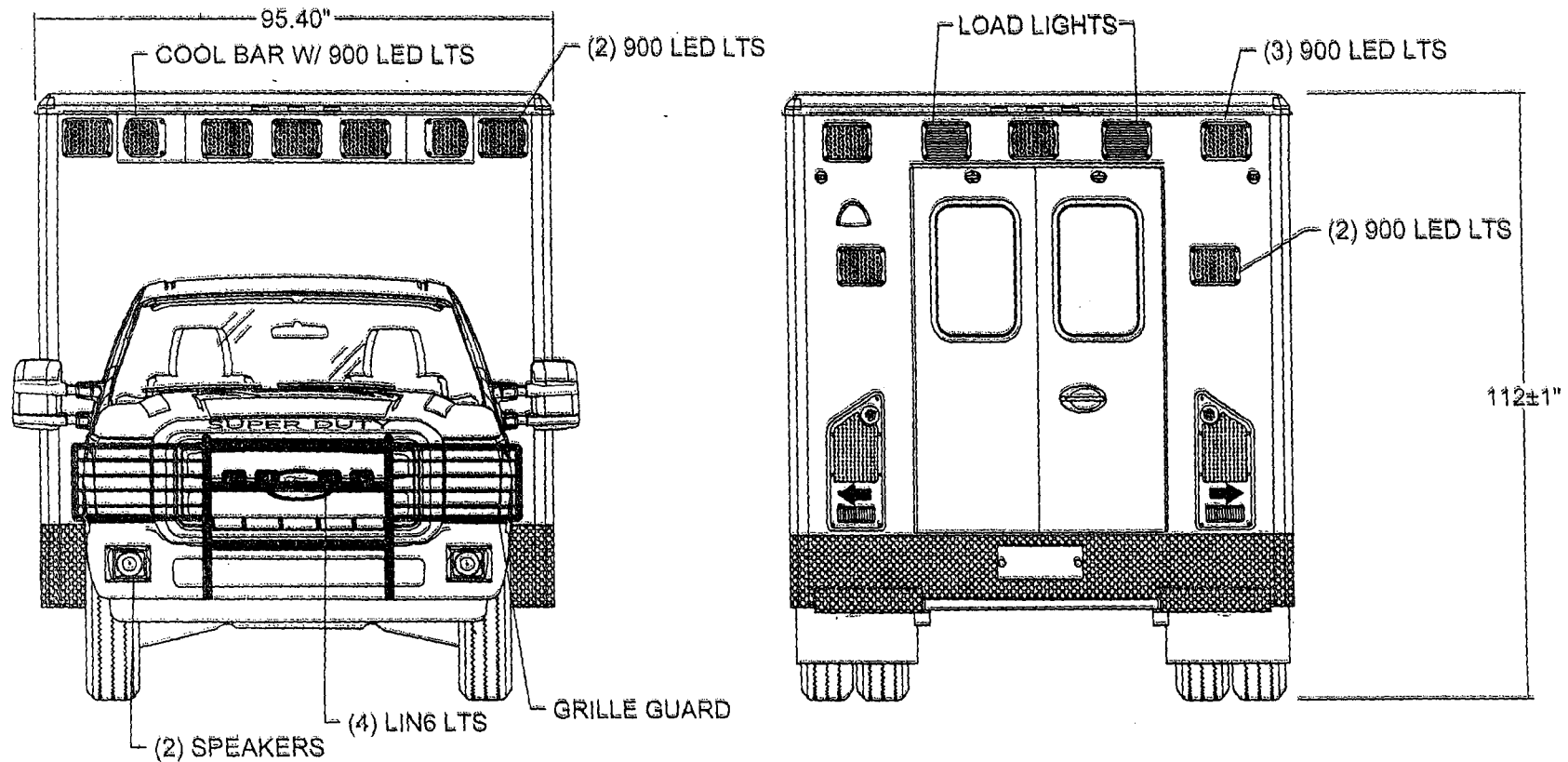
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CA112178

McALESTER FIRE & EMS

153 x 95 x 72



EXTERIOR COMPARTMENT DIMENSIONS IN INCHES

INTERIOR DIMENSIONS				JAMB OPENING		INTERIOR DIMENSIONS				JAMB OPENING	
COMPT.	HEIGHT	WIDTH	DEPTH	HEIGHT	WIDTH	COMPT.	HEIGHT	WIDTH	DEPTH	HEIGHT	WIDTH

TYPE I FORD 4 X 4
FRONT / REAR
EXTERIOR VIEWS
DURASEAM DOOR SYSTEM

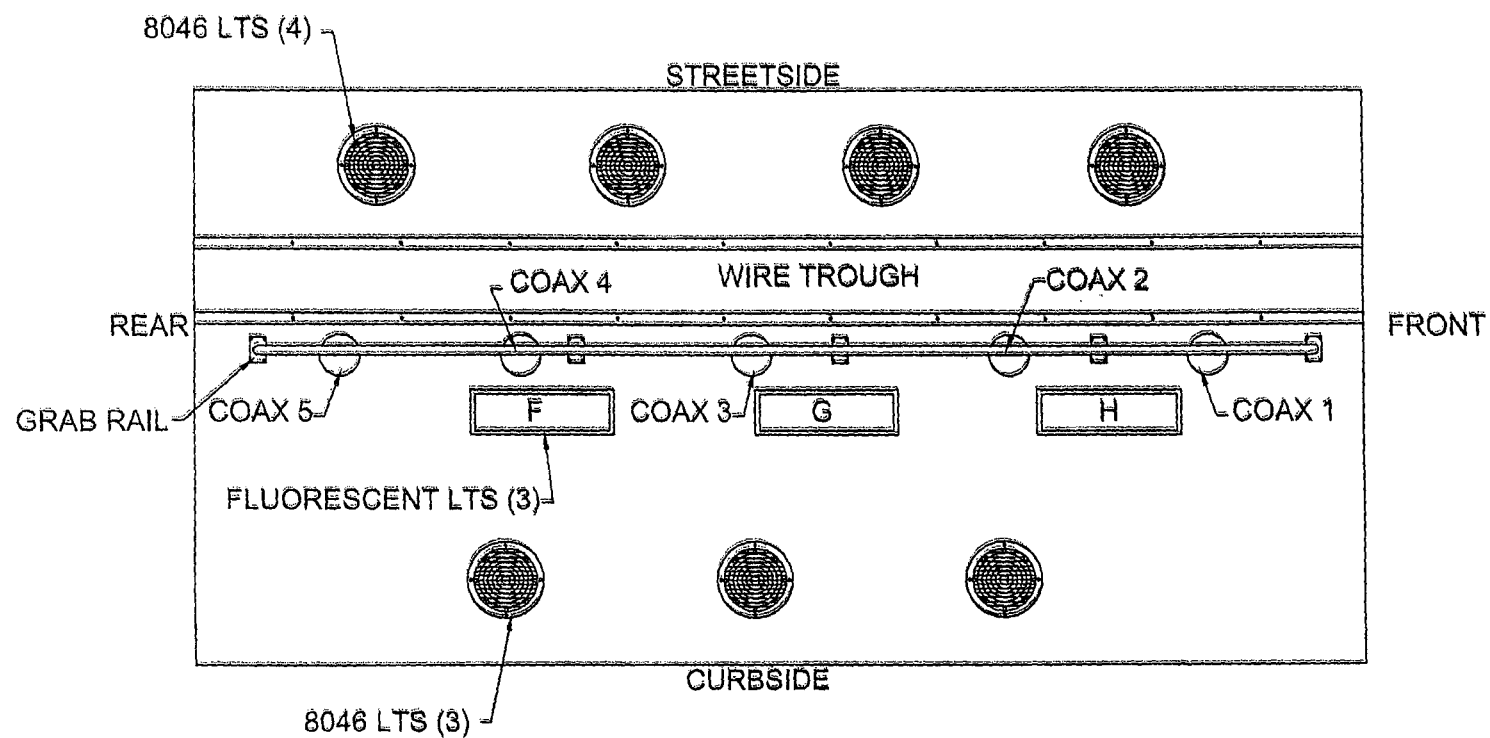
DATE 08/16/11

DRAWN BY LJG

SCALE CA112178

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153 x 95 x 72



INTERIOR CABINET DIMENSIONS IN INCHES									
COMPT.	HEIGHT	WIDTH	DEPTH		COMPT.	HEIGHT	WIDTH	DEPTH	

TYPE I FORD 4 X 4
LINER

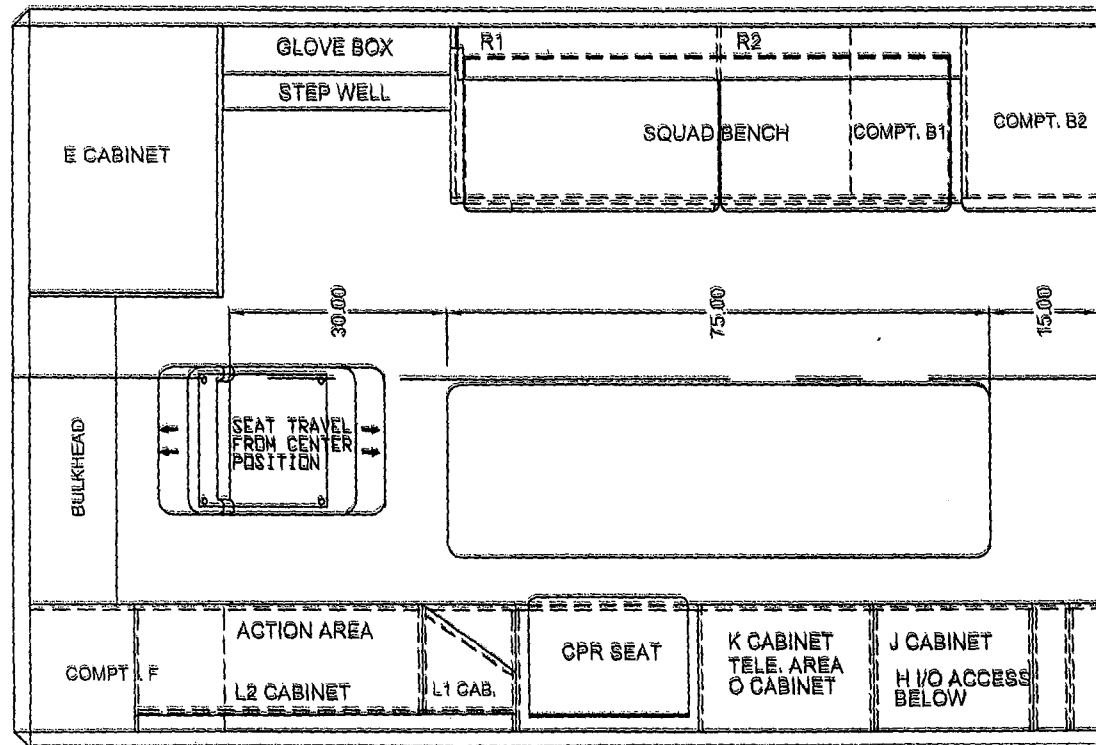
DATE: 08/16/11 SCALE:
 DRAWN BY: LJO DWG NO: CA112186

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CA112185

McALESTER FIRE & EMS

153 x 95 x 72



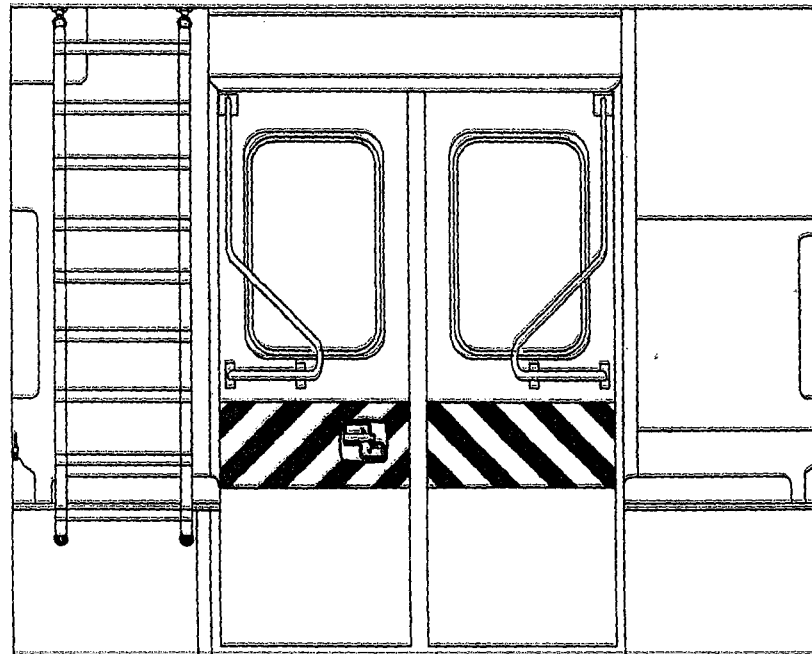
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TO ILLUSTRATE DESIGN INTENT AND DIMENSIONS ARE FOR
REFERENCE ONLY PRIOR TO FINAL ENGINEERING

INTERIOR CABINET DIMENSIONS IN INCHES								TYPE I FORD 4 X 4 FLOOR PLAN
CABINET	HEIGHT	WIDTH	DEPTH	CABINET	HEIGHT	WIDTH	DEPTH	
DATE: 08/16/11							SCALE	
OWN BY: LJC							DWG NO:	CA112185

CA112184

McALESTER FIRE & EMS

153 x 95 x 72



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REFERENCE ONLY PRIOR TO FINAL ENGINEERING

INTERIOR CABINET DIMENSIONS IN INCHES									
COMPT.	HEIGHT	WIDTH	DEPTH		COMPT.	HEIGHT	WIDTH	DEPTH	

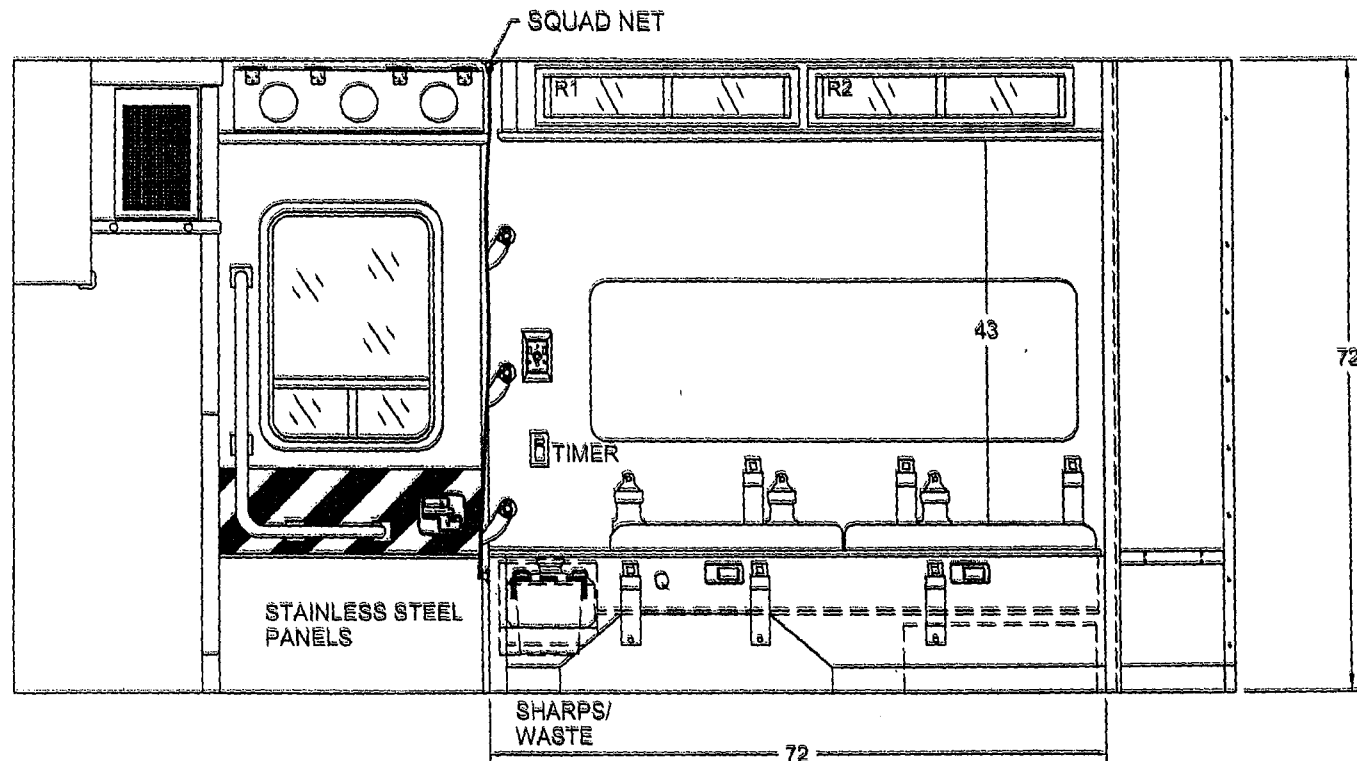
TYPE I FORD 4 X 4
REAR BULKHEAD INTERIOR

DATE:	08/16/11	SCALE:	
DWN BY:	LJG	DWG NO:	CA112184

CA112183

McALESTER FIRE & EMS

153 x 95 x 72



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TO ILLUSTRATE DESIGN INTENT AND DIMENSIONS ARE FOR
REFERENCE ONLY PRIOR TO FINAL ENGINEERING

INTERIOR CABINET DIMENSIONS IN INCHES

CABINET	HEIGHT	WIDTH	DEPTH	CABINET	HEIGHT	WIDTH	DEPTH
R1	7.00	31.25	7.00				
R2	7.00	31.25	7.00				
Q	6.00	59.75	16.75				

TYPE I FORD 4 X 4
RIGHT INTERIOR

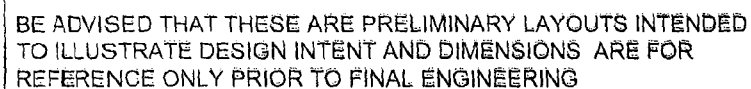
DATE
08/16/11

SCALE

DRAWN BY
LJG

DWG NO
CA112183

153 x 95 x 72



INTERIOR CABINET DIMENSIONS IN INCHES								TYPE I FORD 4 X 4 LEFT INTERIOR
CABINET	HEIGHT	WIDTH	DEPTH	CABINET	HEIGHT	WIDTH	DEPTH	
H	16.25	28.50						
J	20.25	23.00	19.50					
K	20.25	23.00	19.50					
L1	20.25	18.25	17.50					
L2	20.25	25.25	17.50					
O	15.00	22.25	19.50					

DATE

08/16/11

DWG NO

CA112182

SCALE

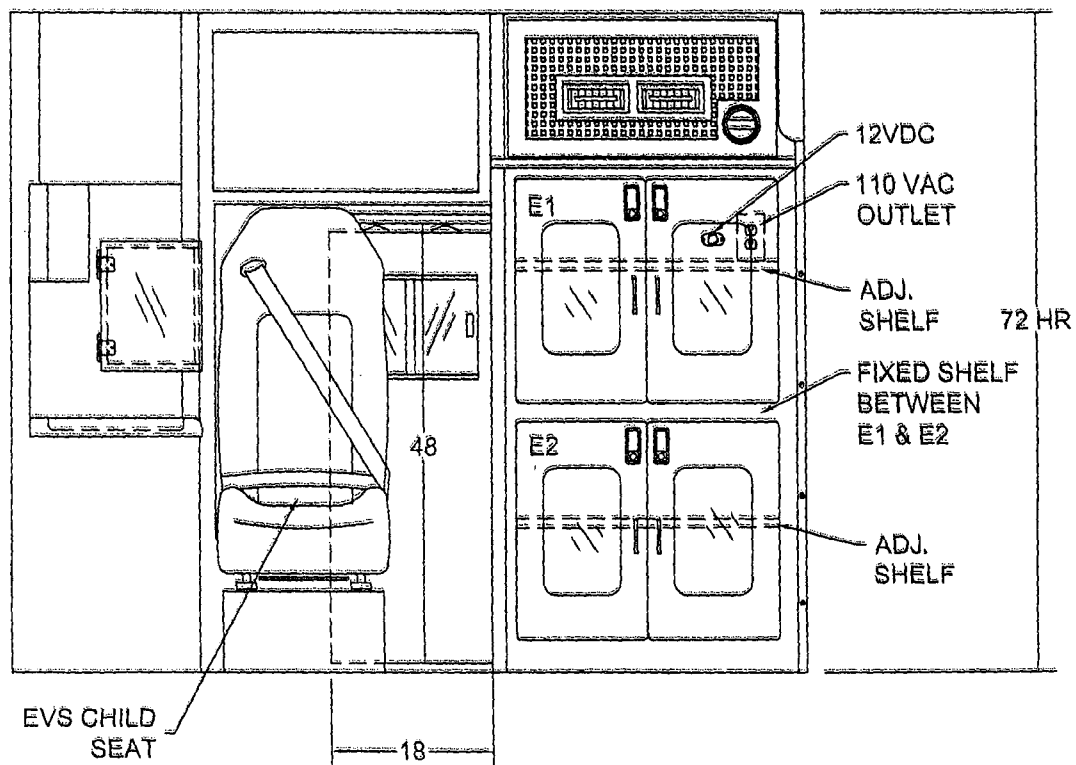
DRAWN BY

LJG

CA112181

McALESTER FIRE & EMS

153 x 95 x 72



INTERIOR CABINET DIMENSIONS IN INCHES

COMPT.	HEIGHT	WIDTH	DEPTH	COMPT.	HEIGHT	WIDTH	DEPTH
E1	24.25	33.50	22.25				
E2	24.25	33.50	22.25				

TYPE I FORD 4 X 4
BULKHEAD INTERIOR

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TO ILLUSTRATE DESIGN INTENT AND DIMENSIONS ARE FOR
REFERENCE ONLY PRIOR TO FINAL ENGINEERING

DATE: 08/16/11

DRAWN BY: LJG

SCALE:

DWG NO: CA112181

Bid Clarification / Exceptions

Page 2, Instructions to Bidders,

Item 11 – Discount - - \$1000 discount available for plant inspection and delivery. The Ford Fleet Discount is contingent on application and approval.

Item 16 – Payment - - Payment due on delivery.

Item 18 – Parts & Service - - Attached 24/7 Wheeled Coach Technician flyer

The majority of instances requiring service or parts is done on sight or locally by authorized repair technicians. Off sight service is available at the following centers within the 150 mile radius requirement.

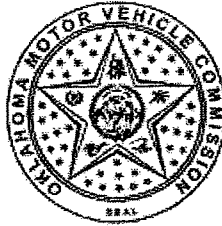
Mathews Ford - 1101 SW Expressway - Broken Arrow, Oklahoma 74012 - (918) 259-6436

Midwest Regional Service - 2825 Parklawn Drive - Midwest City, Oklahoma 73140 - (405) 610-8067

JD Apparatus Repair - 7274 S Dennis Blvd - Broken Arrow, Oklahoma 74014- (918) 357-9447

Greg's Automotive Service - 6800 Phoenix Avenue - Fort Smith, AR 72903 - (479) 478-1991

OKLAHOMA MOTOR VEHICLE COMMISSION



Certificate of License

449

THE OKLAHOMA MOTOR VEHICLE COMMISSION
has licensed

NEBKAN, LLC
1203 FREDRICH DRIVE
SALINA, KANSAS 67401

AS AN AUTHORIZED

Distributor

And is responsible for the management of its operations and
personnel as provided by the laws of the State of Oklahoma.

IN TESTIMONY WHEREOF WE SET OUR HAND AND CAUSE TO BE AFFIXED

THE SEAL OF THE

OKLAHOMA MOTOR VEHICLE COMMISSION


Chairperson


Executive Director

Issue Date: 06/09/2011

Expires: 06/30/2012



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2011

6/30/2010

PRODUCER Lockton Companies, LLC-1 St. Louis Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED 1329483 Wheeled Coach Industries, Inc. 2737 N. Forsyth Road Winter Park FL 32792	INSURER A: The Charter Oak Fire Insurance Company	25615
	INSURER B: The Phoenix Insurance Company	25623
	INSURER C: National Union Fire Ins Co Pittsburgh PA	19445
	INSURER D: Travelers Property Casualty Co of America	25674
	INSURER E:	

COVERAGES COLIN60 22563

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/>	GENERAL LIABILITY	Y-660-4052-R029-COF-10	7/1/2010	7/1/2011	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
		<input type="checkbox"/>				PERSONAL & ADV INJURY \$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2,000,000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY	Y8104052R029PHX10	7/1/2010	7/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$ XXXXXXXX
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$ XXXXXXXX
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
		<input type="checkbox"/> HIRED AUTOS				
		<input type="checkbox"/> NON-OWNED AUTOS				
		<input checked="" type="checkbox"/> \$1,000 DED COMP/COLL				
B	<input checked="" type="checkbox"/>	GARAGE LIABILITY	Y8104052R029PHX10	7/1/2010	7/1/2011	AUTO ONLY - EA ACCIDENT \$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$ XXXXXXXX
						AUTO ONLY: AGG \$ XXXXXXXX
C	<input checked="" type="checkbox"/>	EXCESS / UMBRELLA LIABILITY	BE13462192	7/1/2010	7/1/2011	EACH OCCURRENCE \$ 11,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 11,000,000
		<input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> UMBRELLA FORM				\$ XXXXXXXX
		<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$ XXXXXXXX
						\$ XXXXXXXX
D	<input checked="" type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	YJUB-2555R-798-10	7/1/2010	7/1/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
		<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT \$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
		<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N				E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
RE: FOR EVIDENCE OF INSURANCE. THE AUTOMOBILE LIABILITY POLICY # Y8101796L264-TIL-10 FOR THE STATE OF FLORIDA INCLUDES PERSONAL INJURY PROTECTION (PIP) IN THE AMOUNT OF \$10,000 AGGREGATE LIMIT PER PERSON.

CERTIFICATE HOLDER**CANCELLATION**

10909919

WHEELED COACH INDUSTRIES, INC.
2737 N. FORSYTH ROAD
WINTER PARK FL 32792

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUI

ACORD 25 (2009/01)

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For questions regarding this certificate, contact the number listed in the 'Producer' section above and specify the client code 'COLIN60'.

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EQUAL EMPLOYMENT OPPORTUNITY POLICY

41 C.F.R. Section 60-1.4; 60-2.13(a)

The employment policy of Collins Industries, Inc. and its subsidiary, **Wheeled Coach Ind. Inc.** is to provide equal opportunity to all persons. Our company, therefore, has made a commitment to equal employment opportunity through a positive and continuing Affirmative Action Program. No employee or applicant for employment will be discriminated against because of race, color, religion, sex, national origin, age, genetics, otherwise qualified disabled, or veteran status.

To implement these policies, **Wheeled Coach Ind. Inc.** will continue to:

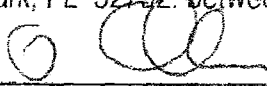
- A. Recruit, hire, train and promote persons in all job classifications without regard to race, color, religion, sex, national origin, age, genetics, otherwise qualified disabled or veteran status. **Wheeled Coach Ind. Inc.** does not discriminate on the basis of national origin or citizenship status as provided under the Immigration Reform and Control Act of 1986;
- B. Base decisions on employment so as to further the principle of equal employment opportunity;
- C. Insure that, promotion decisions are in accord with the principles of equal employment opportunity by imposing only valid requirements for promotional opportunities;
- D. Insure that all personnel actions (including but not limited to compensation, benefits, transfers, layoffs, return from layoffs, company-sponsored training, education, tuition assistance, social and recreational programs) are administered without regard to race, color, religion, sex, national origin, age, genetics, otherwise qualified disabled or veteran status.


Carolyn Jones, Human Resources Manager, is responsible for compliance with state and federal equal employment opportunity laws, and for implementing the affirmative action program, including equal employment practices, monitoring, and internal reporting. Employees believing they have not been treated in accord with this policy are encouraged to contact Carolyn Jones, Human Resources Manager.

The continued success of our Affirmative Action Program requires maximum cooperation from every employee throughout our organization. Equal employment opportunity is not only the law, but it is a principle of Collins Industries, Inc. and its subsidiary, **Wheeled Coach Ind. Inc.** Your cooperation is expected to achieve this goal and I personally stand behind this principle.

John Dreasher, Vice President Human Resources, and Randall Swift, President, and Chief Executive Officer of Collins Industries, Inc., have endorsed the forgoing statement of policy.

The Affirmative Action Program or Required EEO-1 report (whichever is applicable) is available to applicants and employees in the Human Resources Department at 2737 N. Forsyth Road, Winter Park, FL 32792 between the hours of 8:00 a.m. and 4:30 p.m.


Subsidiary President 1/01/2009


Vice President Operations 1/01/2009

**EQUAL EMPLOYMENT OPPORTUNITY POLICY
AFFIRMATIVE ACTION INVITATION**

It is the policy of Wheeled Coach Industries, Inc. (hereafter WCI) not to discriminate, and to take affirmative action to employ, and to treat in employment, all persons, regardless of race, color, sex, religion, national origin, genetics, disability, or Vietnam era veteran status.

This policy shall apply to all employment actions, including but not limited to recruitment, hiring, upgrading, promotion, transfer, layoff, recall, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

WCI invites all employees and applicants seeking employment to self-identify and maintain these records. We encourage self-identification, which is voluntary, confidential, and will not adversely effect personnel decisions for employees and applicants for employment. Self-identification assists WCI to make affirmative action decisions and allow accommodation to qualified individuals when needed.

As a federal contractor, WCI complies with Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212 (formerly 2012), and their implementing regulations at 41 CFR Chapter 60.

As President of WCI, I am committed to the principles of Equal Employment Opportunity and Affirmative action. We do not accept, condone, or tolerate any form of discrimination or harassment in the workplace. In order to ensure its dissemination and implementation throughout all levels of the company, I have elected Carolyn Jones, Human Resources Manager, as the Affirmative Action Officer for WCI.

In furtherance of our policy of Equal Employment and Affirmative Action, WCI has developed a written Affirmative Action Program which sets forth the policies, practices, and procedures which ensure that a nondiscriminatory work environment is maintained. This Affirmative Action Plan for persons with disabilities, special disabled veterans, and Vietnam era veterans is available for inspection by any employee or applicant seeking employment, during normal business hours, in the Human Resources Department. Interested persons should contact Carolyn Jones, Human Resources Manager, for assistance.



Robert L. Collins
President
Wheeled Coach Industries, Inc.

Date 01/01/2009



Ford Motor Company

is proud to recognize

Wheeled Coach Industries - Winter Park, FL

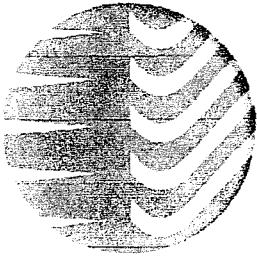
as a participant of the

Qualified Vehicle Modifier Program



Alex J. Jones

QVM Program Manager



SAI GLOBAL
CERTIFICATION

This is to certify that

Wheeled Coach Industries

2737 N. Forsyth Road, Winter Park, Florida 32792-7339 USA

operates a

Quality Management System

which complies with the requirements of

ISO 9001:2008

for the following scope of registration

The quality management system as it applies to Custom designed and manufacturing of ambulance systems.

Certificate No: CERT-0038727
File No: 801968
Issue Date: September 1, 2009

Original Certification Date: May 3, 2004
Current Certification Date: May 2, 2007
Certificate Expiry Date: May 1, 2010

Chris Jouppi
President,
QMI-SAI Canada Limited

Alex Ezrakhovich
General Manager,
SAI Global Certification Services Pty Ltd

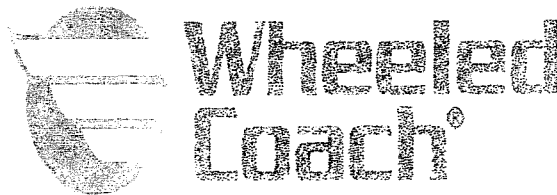


ISO 9001

Registered by:
SAI Global Certification Services Pty Ltd, 286 Sussex Street, Sydney NSW 2000 Australia with QMI-SAI Canada Limited, 20 Carlson Court, Suite 100,
Toronto, Ontario M9W 7K6 Canada (SAI GLOBAL). This registration is subject to the SAI Global Terms and Conditions for Certification. While all due care
and skill was exercised in carrying out this assessment, SAI Global accepts responsibility only for proven negligence. This certificate remains the property
of SAI Global and must be returned to them upon request.
To verify that this certificate is current, please refer to the SAI Global On-Line Certification Register: www.sai-global.com/qmi-sai



SAI GLOBAL



To Whom It May Concern:

Wheeled Coach Industries, Inc. presently operates a facility in Orlando, Florida with a production staff of four hundred directly involved with ambulance manufacturing.

The facility in Orlando, Florida has approximately 311,000 square feet and includes both ambulance production and office spaces.

Wheeled Coach Industries, Inc. has produced in excess of one thousand (1000) completed units within the previous twelve (12) months.

Wheeled Coach Industries, Inc. manufactures the aluminum ambulance body in house.

The Engineering staff includes:

Antonio Cokovski - B.S.M.E., M.S., Director of Engineering
Steve Hostettler - B.S.M.E., Rescue Engineering Manager
Jorge Jorge - B.S.M.E., M.S., Mechanical Design Engineer
Sheryl Ward - B.S.M.E., Mechanical Design Engineer
Jonathan Jones - B.S.M.E., Mechanical Design Engineer
Mike Winternitz - B.S.M.E., Mechanical Design Engineer
Michael Etzel - A.S., Mechanical Design Engineer
John McNaught - B.S.E.E., Electrical Design Engineer

Wheeled Coach Industries, Inc. is ISO 9001:2008 certified. A copy of the certification is enclosed. Larry Merchant is the full-time Quality Control Manager.

Wheeled Coach Industries, Inc. is recognized by Ford Motor Company as a Qualified Vehicle Modifier. This can be verified by visiting the Ford Motor Company website:

www.fleet.ford.com/products/specialty_vehicles/qualified_vehicle_mod_amb.asp

Wheeled Coach Industries, Inc. is also a member in good standing of the Ambulance Manufacturers' Division (AMD) of the National Truck Equipment Association (NTEA). Our membership in this industry association can be verified by visiting the NTEA website:

www.NTEA/MR/Divisions/AMD/members.asp

Wheeled Coach Industries, Inc. is a wholly owned subsidiary of Collins Industries, Inc.

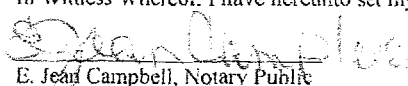
Respectfully Submitted,

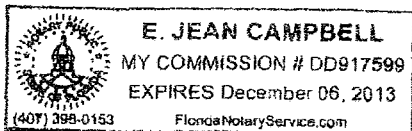

Scott Barnes

Vice President of Sales/Marketing

State of Florida
County of Orange

In Witness Whereof, I have hereunto set my hand and affixed my official seal the 11th day of August, 2010.


E. Jean Campbell, Notary Public
My Commission Expires:



Phone: 785-577-4455
Email: dlestin@cox.net

Customer: City of McAlester Fire Department **Sales Rep:** Eastin

www.wheeledcoach.com

Quotes for Ambulance Cots

THE SOURCE FOR
EMS PROFESSIONALS



Quotation

[illegible]

1-870-814-4301 Cell
1-866-416-5605 Fax
Joey.Moore@HenrySchein.com
www.henryschein.com/ems

J & M Rescue

Quote

Bill TO: **Mcalester FD**

FAX

Pages__

Part#	Description	Qty	Unit	Price
15690	Proflexx 35X Stretcher-Red	1		
822111	O2 Holder-Head End	1		
821592	Bottom-Soft Shelf	1		
821996	Soft-Net, Head End	1		

Subtotal

Tax

Frieght

Total

\$6,200.00

J & M Rescue
PO Box 27
McGehee, AR 71654

870-222-5146 Fax
870-814-4301 Cell
hurst2matrx@aol.com



Quotation

Ref #

Quote # 00006842

Date Quoted: 10/3/2011

Billing Address:

McAlester Fire Department

607 Village
McAlester, OK 74501
US

Shipping Address:

McAlester Fire Department

Ferno Customer Service:

70 Weil Way
Wilmington, OH 45177
Phone: 877-733-0911
Fax: 888-388-1349
WWW.Ferno.com
info@Ferno.com

Representative: Robert Buffington

Email: r.buffington@ferno.com

Phone:

Terms

Valid

FOB

Deposit Required

Ship Via

AccountID

Net 30

30 Days

Origin

0.00

Please Select

Qty	SKU	Item	Preferred Cust. Price	Extended Price
1	0015693	35-X PROFlexx™ "Electric Blue". With Mattress and Restraints.	4,671.00	4,671.00
1	0822111	KIT, O2 BACKREST MOUNT	206.00	206.00
1	0821952	PROFlexx™ 35-P SofShelf Lower Frame Storage – Black	135.00	135.00
1	0821996	PROFlexx™ 93-P and 35-P SofNet Drop Frame Storage – Black	83.00	83.00

Approval:

Printed Name

Signature

Subtotal

5,095.00

Sales Tax

.00

Credit Card: _____ Secure Code: _____ Exp: _____

Ship Quote: est

150.00

Comments:

Total

5,245.00

Order subject to approval by Ferno. Taxes will be invoiced as a separate item when applicable. Credit cannot be allowed on returns of special or modified items. Prices and specifications are subject to change without notice.



McAlester City Council

AGENDA REPORT

Meeting Date:	October 11, 2011	Item Number:	8
Department:	Police		
Prepared By:	Darrell Miller	Account Code:	42-5321401 29-5324202
Date Prepared:	July 18, 2011	Budgeted Amount:	\$40,617.93 \$1,865.42
		Exhibits:	1

Subject

Consider, and act upon, a bid award to Total Radio Inc., for the purchase of thirty-eight (38) hand held radios and forty-three (43) mobile radios.

Recommendation

Motion to approve a \$52,483.35 bid from Total Radio, Inc. for the purchase of new radios.

Discussion

The Police Department needs thirty-eight hand held radios and forty-three mobile radios to outfit the entire department with new radios. Several radios need replaced to meet narrow band requirements and to be compatible for digital mode.

The police department currently has enough funds in Federal Forfeiture and 911 to purchase thirty-eight hand held radios and nineteen mobile radios. This will outfit all police officers, animal control officers, and 911 with new hand held radios and will outfit all but twenty-four cars with mobile radios. The other twenty-four radios have been applied for on a District Attorney's Council Grant. If approved, this \$10,000 grant will purchase the remaining mobile radios for the cars.

Each hand held radio cost \$515.18

Each mobile radio cost \$417.53

Approved By

	Initial	Date
Department Head	JL	07-18-2011
City Manager	<i>PJS</i>	

Budgeting:

The Police Department needs thirty-eight hand held radios and forty-three mobile radios.

The police department currently has enough funds in Federal Forfeiture and 911 to purchase thirty-eight hand held radios and nineteen mobile radios. This will outfit all police officers, animal control officers, and 911 with new hand held radios and will outfit all but twenty-four cars with mobile radios. The other twenty-four radios will be applied for on a District Attorney's Council Grant. If approved, this \$10,000 grant will purchase the remaining mobile radios for the cars.

Each hand held radio cost \$515.18

Each mobile radio cost \$417.53

.....

E-911 (Radio's)	\$ 1,865.42
Federal Forfeiture (Radios)	\$25,685.93
District Attorneys Grant (Radios)	\$10,000.00
Re-Program all radios, 911 center and install GPS software (Federal Forfeiture)	\$ 6,886.00
Program and link repeaters together (Federal forfeiture)	\$ 6,246.00
Computer and monitor for GPS (Federal Forfeiture)	\$ 1,800.00
	<hr/>
	\$52,483.35

Muskogee Communications

No Bid



5225 SW TOPEKA BLVD
TOPEKA, KS 66609

SALES: 1-800-530-5550

LOCAL: 1-785-862-7450

FAX: 1-785-862-7647

e-mail: tbs@tbselectronics.com

Equipment Proposal

TO: McAlester Police Dept.
Darrell Miller - Chief
P.O. Box 388
McAlester, OK 74501

Date: June 16, 2011

Qty.	Item	Description	Unit Price	Extended
45	XPR4550V45	Motorola Mototrbo VHF, 45w, 160ch Mobile, Alphanumeric Display, Mounting Hardware, Palm Microphone, Analog and/or Digital Operation, Set-Up, Three Year Warranty	\$ 416.00	\$ 18,720.00
36	XPR6550V	Motorola Mototrbo VHF, 5w, 160ch Portable, Alphanumeric Display, IMPRES 2150mAh Li-ion Battery, IMPRES Rapid Charger, Analog and/or Digital Operation, Set-Up, Three Year Warranty	\$ 520.00	\$ 18,720.00
TOTAL				\$ 37,440.00

Above Pricing is F.O.B. To McAlester
Trade-In Discount Is Reflected In Pricing

Prices are valid for a period of 30 days from the date of this quotation. After 30 days, please, call to confirm pricing.

If you have any questions, please feel free to contact me directly.

Sincerely,

Hank Miller
Sales Representative

email: hmill@tbselectronics.com



TOTAL RADIO, INC.

3158 S. 108TH E. Ave., Ste 276
Tulsa, OK 74146
(918-663-0172 fax (918)664-6229

Quote No.

WWW.TOTALRADIOINC.COM

EQUIPMENT / SERVICES QUOTE

Employee

Name Matt Baine Emp # 0002
Position Sales Manager Region Tulsa
Department Sales Email mbaine@totalradioinc.com

Dates

First Contact 1/7/2011
Quote Issued _____
Accept/Reject _____

Product/Service Name	Quantity	Price	TOTAL
AAH55JDH9LA1-N XPR6550 PORTABLE VHF WITH CHARGER	36	\$515.18	\$18,546.48
AAM27QPH9LA1-N XPR4550 45 WATT MOBILE WITH GPS / TEXT MESSAGE ABILITY	45	\$417.53	\$18,788.85

Customer

Customer DARRELL MILLER Company MCALESTER P.D.
Address _____
City MCALESTER State OK
ZIP 74501 Email RPARKER6060@YAHOO.COM
Phone 918-423-9300 ext 4943 Fax DARRELL.MILLER@CITYOFMCALESTER.COM

Sub Total \$37,335.33

Discount _____
Taxes Tulsa
Shipping S & H
TOTAL \$37,435.33

Status

☒ Established Customer ☐ New Customer ☐ Prospective Customer

Notes

Office Use Only

Spoke to matt on 06-14-11.
this quote is still good.
GPS @ \$200



TOTAL RADIO, INC.

3158 S. 108TH E. Ave., Ste 276
Tulsa, OK 74146
(918-663-0172 fax (918)664-6229

WWW.TOTALRADIOINC.COM

Quote No.

EQUIPMENT / SERVICES QUOTE

Employee

Name Matt Baine Emp # 0002
Position Sales Manager Region Tulsa
Department Sales Email mbaine@totalradioinc.com

Dates

First Contact 6/25/2011
Quote Issued _____
Accept/Reject _____

Product/Service Name	Quantity	Price	TOTAL
STREET TREK GPS SOFTWARE 100 UNITS INSTALLED	1	\$5,300.00	\$5,300.00
REPRGRAMMING OF RADIOS	100	\$15.00	\$1,500.00
INSTALLATION OF GPS SERVER AND SOFTWARE	0	\$560.00	\$56.00
Sub Total			\$6,856.00
Discount			
Taxes			Tulsa
Shipping			S & H \$30.00
TOTAL			\$6,886.00

Customer

Customer DARRELL MILLER Company MCALESTER P.D.
Address _____
City MCALESTER State OK
ZIP 74501 Email _____
Phone 918-423-9300 ext 4943 Fax 426-6225

Notes

TO ADD ANOTHER 25 UNITS TO THE SOFTWARE FOR
TOTAL OF 125 UNITS \$600

Status

☒ Established Customer ☐ New Customer ☐ Prospective Customer

Office Use Only



TOTAL RADIO, INC.

3158 S. 108TH E. Ave., Ste 276
Tulsa, OK 74146
(918-663-0172 fax (918)664-6229

Quote No. 060711ADE

WWW.TOTALRADIOINC.COM

EQUIPMENT / SERVICES QUOTE

Employee

Name MATT BAINE Emp # 2201
Position SALES Region Tulsa
Department Corporate Email mbaine@totalradioinc.com

Dates

First Contact 7/5/2011
Quote Issued _____
Accept/Reject _____

Product/Service Name	MCALESTER PTP100 IP-SITE CONNECT OF REPEATE	Quantity	Price	TOTAL
5400BHRFDD PTP100 WITH REFLECTOR 10MBS		2	\$1,245.00	\$2,490.00
600SSD SURGE ARRESTOR		2	\$30.00	\$60.00
ACPSSW-13B POWER SUPPLY		2	\$12.00	\$24.00
CA-0367S SHIELDED UV RATED OUTDOOR CAT5		300	\$0.52	\$156.00
MC-0723 SHIELDED CAT5 CONNECTORS W/STAIN RELIEF		4	\$4.40	\$17.60
ACATHS-01A ALINGMENT HEADSET		2	\$30.00	\$60.00
MISC SUPPLIES		1	\$200.00	\$200.00
371590 3-1/2" OD x 60" LONG MOUNTING PIPE		1	\$90.00	\$90.00
55676 db365-os clamp set		1	\$65.00	\$65.00
PROGRAMMING		2	\$125.00	\$250.00
LABOR FOR BOTH END INSTALLATION		10	\$125.00	\$1,250.00
TOWER CREW	1 day, 2 men,	1	\$1,584.00	\$1,584.00
			Sub Total	\$6,246.60

Customer

Customer DARRELL MILLER Company MCALESTER PD
Address _____
City MCALESTER State OK
ZIP _____ Email _____
Phone 423-9300 EXT 4943 Fax 918-426-6225

Discount _____

Taxes Tulsa

Shipping S & H

TOTAL **\$6,246.00**

Notes

Status

☒ Established Customer ☐ New Customer ☐ Prospective Customer

Office Use Only



McAlester City Council

AGENDA REPORT

Meeting Date: October 11, 2011
Department: Police / 911
Prepared By: Jim Lyles
Date Prepared: September 19, 2011

Item Number: 9
Account Code: _____
Budgeted Amount: _____
Exhibits: 2

Subject

Consider and act upon, authorizing the Chief of Police to add two additional E-911 Dispatchers.


Recommendation

Motion to approve the addition of two E-911 Dispatchers.

Discussion

The E-911 Center currently has six budgeted positions for E-911 Dispatchers. This is excluding the E-911 Coordinator. Staff and the E-911 Board are recommending adding two additional E-911 Dispatchers. This will bring the total to eight E-911 dispatchers. This will allow a minimum of three dispatchers to be scheduled on a daily basis except on four shifts per week. These four shifts are on Sundays and night shift. Staff, the E-911 Board and the Pittsburg County Commissioners recommends hiring the two additional E-911 dispatchers. Funds are available through E-911.

Approved By

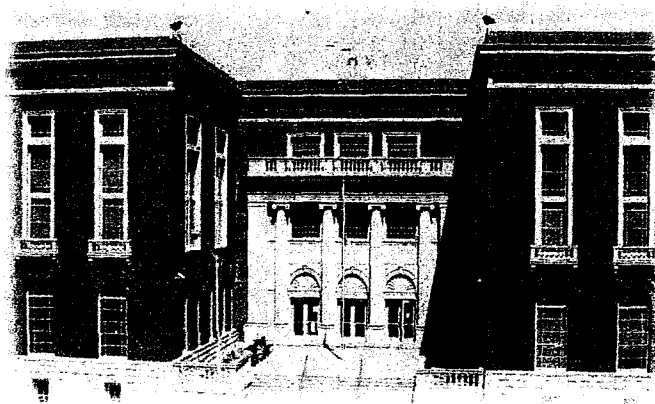
	<i>Initial</i>	<i>Date</i>
Department Head	JL	09-19-2011
City Manager	P. Stasiak 	10/03/11

Pittsburg County Board of County Commissioners

***Gene Rogers
District #1***

***Kevin Smith
District #2***

***Ronnie Young
District #3***



***Janice Young
Secretary***

***Sandra Crenshaw
Secretary***

***115 E. Carl Albert Pkwy, Room 100
McAlester, OK 74501
918-423-1338***

September 19, 2011

Jim Lyles, Police Chief
City of McAlester
P O Box 578
McAlester, OK 74502

RE: Recommendation to hire two additional 911 dispatchers

Dear Chief Lyles,

The Pittsburg County Board of County Commissioners met in regular session this morning and addressed letters of recommendation from the 911/E911 Advisory and Oversight Board. After further discussion in this morning's meeting the Board of County Commissioners recommend the hiring of two additional 911 dispatchers to help insure that the 911 center has sufficient personnel to dispatch all emergencies.

Thank you for your time.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kevin Smith'.

**Kevin Smith
Chairman**

911/E911 Advisory & Oversight Board

September 19, 2011

Board of County Commissioners
Pittsburg County
115 E. Carl Albert Pkwy. Room 100
McAlester, OK 74501

RE: Letter of Recommendation to hire additional dispatchers to 911 center

Dear Honorable Commissioners,

The 911/E911 Advisory and Oversight Board of Pittsburg County met in a special meeting on Monday, September 12, 2011.

It is this Board's recommendation that the Board of County Commissioners recommend that the City of McAlester hire two additional dispatchers to the 911 center. This decision was made after careful consideration and will help to ensure that the 911 center has sufficient personnel to dispatch all emergencies.

Thank you for your time.

Sincerely,

A handwritten signature in black ink, appearing to read "Danny Choat". The signature is stylized with a large, looped "D" and a cursive "Choat".

Danny Choat
Chairman



McAlester City Council

AGENDA REPORT

Meeting Date: October 11, 2011
Department: Police / 911
Prepared By: Jim Lyles
Date Prepared: September 22, 2011

Item Number: 10
Account Code: _____
Budgeted Amount: _____
Exhibits: 1

Subject

Consider and act upon, authorizing the Chief of Police to add an additional employee to assist the E-911 Coordinator with her daily duties.


Recommendation

Motion to approve the addition of one E-911 employee.

Discussion

The E-911 Center currently has an E-911 Coordinator. The Coordinator is extremely busy and having a hard time keeping up with the addressing and mapping for Pittsburg County. Staff, the E-911 Board and the Pittsburg County Commissioners recommend hiring an additional employee to assist the E-911 Coordinator with her daily duties. Funds are available through E-911.

Approved By

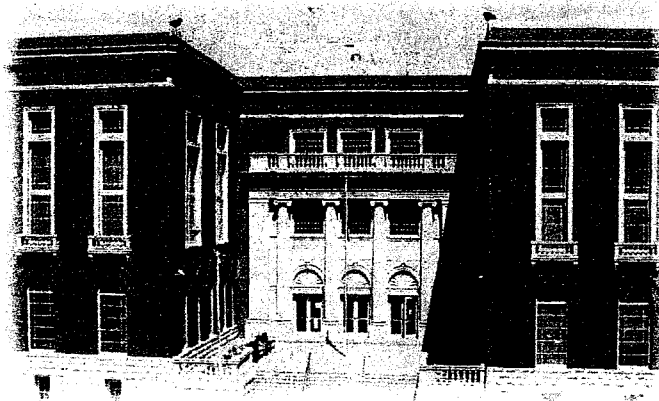
	<i>Initial</i>	<i>Date</i>
Department Head	JL	09-22-2011
City Manager	P. Stasiak 	10/03/11

Pittsburg County Board of County Commissioners

***Gene Rogers
District #1***

***Kevin Smith
District #2***

***Ronnie Young
District #3***



***Janice Young
Secretary***

***Sandra Crenshaw
Secretary***

***115 E. Carl Albert Pkwy, Room 100
McAlester, OK 74501
918-423-1338***

September 12, 2011

Jim Lyles
Police Chief, City of McAlester
P O Box 578
McAlester, OK 74502

RE: Additional Employees for 911 Coordinator

Dear Jim,

Trent Myers, Vice Chairman of the E911/911 Advisory & Oversight Board, addressed the Board of County Commissioners, requesting that they send a letter of recommendation regarding the hiring of two additional employees at the discretion of the 911 Coordinator, Lisa Sutterfield.

With all the aspects of her job, Lisa is not able to spend enough time out in the county researching all the problems with the 911 addressing. Furthermore, Lisa does not have the manpower needed to complete the 911 addressing in a timely manner.

Therefore, the Board of County Commissioners, recommend that the City of McAlester hire two additional employees for the 911 Coordinator and free up more of her time to spend in the field

If you have any questions, please contact our office at your convenience.

Sincerely,



Kevin Smith, Chairman



McAlester City Council

AGENDA REPORT

Meeting Date: October 11, 2011
Department: Police / 911
Prepared By: Jim Lyles
Date Prepared: September 09, 2011

Item Number: 11
Account Code: _____
Budgeted Amount: _____
Exhibits: 3

Subject

Consider and act upon, authorizing the Chief of Police to promote an E-911 Supervisor.

Recommendation

Motion to approve the promotion of an E-911 Supervisor.

Discussion

Staff, the E-911 Board, and the Pittsburg County Commissioners recommend promoting a current dispatcher to an E-911 Supervisor. This will allow the E-911 Coordinator more time to perform the needed duties outside the office. The E-911 Supervisor will have several duties. (Job description attached). Funds are available through E-911.

Approved By

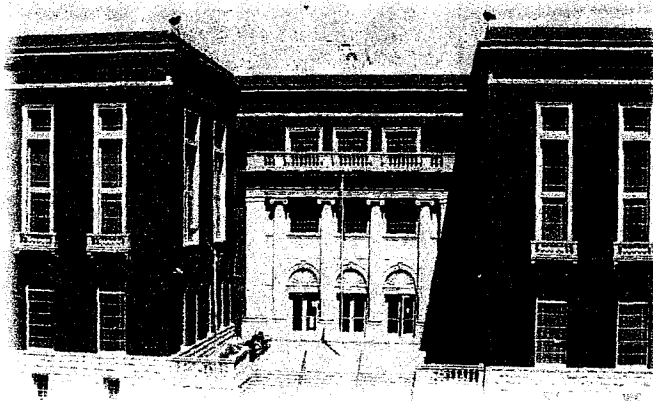
		<i>Initial</i>	<i>Date</i>
Department Head		JL	09-19-2011
City Manager	P. Stasiak		10/03/11

Pittsburg County Board of County Commissioners

***Gene Rogers
District #1***

***Kevin Smith
District #2***

***Ronnie Young
District #3***



***Janice Young
Secretary***

***Sandra Crenshaw
Secretary***

***115 E. Carl Albert Pkwy, Room 100
McAlester, OK 74501
918-423-1338***

September 19, 2011

Jim Lyles
Chief of Police, City of McAlester
P O Box 578
McAlester, OK 74502

RE: Letter of Recommendation to promote 911 supervisor

Dear Chief Lyles,

The Pittsburg County Board of County Commissioners met in regular session this morning and addressed letters of recommendation from the 911/E911 Advisory & Oversight Board. After further discussion in this morning's meeting the Board of County Commissioners recommend the promotion of a 911 center employee to the position of 911 supervisor.

This promotion will help to insure that the 911 center is ran more smoothly and will help free up time for Lisa Sutterfield, 911 Coordinator, to continue her work throughout the county with addressing concerns and other issues.

Thank you for your time.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kevin Smith'.

Kevin Smith
Chairman

911/E911 Advisory & Oversight Board

September 19, 2011

Board of County Commissioners
Pittsburg County
115 E. Carl Albert Pkwy. Room 100
McAlester, OK 74501

RE: Letter of Recommendation to promote 911 supervisor

Dear Honorable Commissioners,

The 911/E911 Advisory and Oversight Board of Pittsburg County met in a special meeting on Monday, September 12, 2011.

It is this Board's recommendation that the Board of County Commissioners recommend that the City of McAlester promote a 911 center employee to the position of 911 supervisor. This promotion will help to insure that the 911 center is ran more smoothly and will help to free up time for Lisa Sutterfield, 911 Coordinator, to continue her work throughout the county with addressing concerns and other issues.

Thank you for your time.

Sincerely,

A handwritten signature in black ink, appearing to read "Danny Choat". The signature is fluid and cursive, with the first name "Danny" being more prominent than the last name "Choat".

Danny Choat
Chairman

DISPATCHER SUPERVISOR**DEFINITION**

Under general supervision, supervises and assures the efficient operation of the City Dispatch Center; responds to emergency and non-emergency calls for law enforcement, fire and Emergency Management Services; identifies and dispatches appropriate public safety units, gathers and relays critical information to officers and other agencies, and enters data into the computer system.

ESSENTIAL FUNCTIONS

(Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge, skills and other characteristics. This list of tasks is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by positions in this class). Incumbents in this class may not be required to perform all duties listed and may be required to perform additional, position-specific duties.

TASKS

Supervises, trains, assists schedules and evaluates dispatch staff; prioritizes and assigns tasks; provides direction and guidance in technical and procedural issues; answers incoming emergency and non-emergency calls; interviews callers and gathers details on complaints; provides information and assistance to the public; relays information to officers and emergency services personnel; dispatches calls for service to available officers and emergency services personnel; maintains status and awareness of Police patrol units; tracks the location and activities of all officers on duty; provides detailed call information to officers and emergency services personnel as needed; monitors message traffic and relays important information to officers.

Performs inquiries and criminal history checks for officers through National Crime Information Center (NCIC), and Oklahoma Law Enforcement Telecommunications Service (OLETS); types all emergency assistance calls into the computer aided dispatch (CAD) incident logs; inputs and updates information into the OLETS/NCIC computer system; updates OLETS operating system as needed; enters and clears warrants; receives and records bond money; provides information to the public; responds to inquiries and requests from citizens.

Other duties as directed by the Chief of Police.

KNOWLEDGE, SKILLS AND OTHER CHARACTERISTICS

Knowledge of City and Department policies and procedures.

Knowledge of personal computers, law enforcement communications equipment, and related hardware.

Knowledge of law enforcement patrol and emergency services procedures.

Knowledge of County geographical area, road systems, and the locations of important buildings.

Knowledge of customer service techniques and concepts.

Skill in supervising, delegating and evaluating work of subordinate staff.

Skill in prioritizing and scheduling work activities.

Skill in handling multiple tasks simultaneously, under pressure, in emergency and stressful situations.

Skill in obtaining information from hostile or emotional citizens.

Skill in working within deadlines to complete projects and assignments.

Skill in establishing and maintaining effective working relationships.

WORK ENVIRONMENT AND PHYSICAL REQUIREMENTS

Work is performed in an office environment. Work may require frequent standing, walking, bending and lifting up to 25 pounds. May be exposed to repetitive motion and vision to monitor.

QUALIFICATIONS

A high school diploma or equivalent, **AND** two (2) years of law enforcement dispatch experience; **OR** an equivalent combination of education and experience. Depending on the needs of the City, incumbents in this classification may be required to obtain and maintain additional classes, licenses or certifications.



McAlester City Council

AGENDA REPORT

Meeting Date: October 11, 2011
Department: Utilities
Prepared By: David Medley
Date Prepared: September 27, 2011

Item Number: 12
Account Code: _____
Budgeted Amount: Budget Transfer Pending
Exhibits: 3

Subject

Consider, and act upon a Work Order for Mehlburger Brawley Corporation for engineering services required for the design of construction of the 2010 Community Development Block Grant (CDBG) Water and Sewer Improvements.

Recommendation

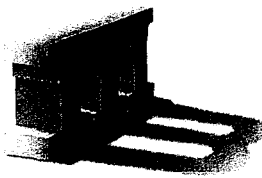
Motion to approve and authorize the Mayor to sign the work order for Mehlburger Brawley to complete engineering services required for 2010 CDBG Water and Sewer Improvements for an estimated fee of \$23,000 upon review and approval of by the City Attorney's Office.

Discussion

Per the attached copy of Mehlburger Brawley's Work Order for professional services for the 2010 CDBG Water and Sewer Improvements, the fee for engineering services is to be based on a lump sum basis for the engineering and inspection at a total cost of \$23,000. This project will provide for new water and sewer lines in Ward 5 as shown on the attached Project Location Map. Total estimated project cost of the utility construction is \$148,000 as shown on the attached Engineer's Cost Estimate. The Oklahoma Department of Commerce will reimburse \$73,874.00 through the Community Development Block Grant program

Approved By

		<i>Initial</i>	<i>Date</i>
Department Head		DRM	09/28/11
City Manager	P. Stasiak	<i>PJS</i>	10/03/11



MEHLBURGER BRAWLEY

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

WORK ORDER FOR PROFESSIONAL SERVICES

CITY OF MCALESTER / MCALESTER PUBLIC WORKS AUTHORITY

Project Number MC-11-03

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

Project Name: 2010 CDBG Water and Sewer Improvements

Project Description:

Sewer Main Improvements in the following areas:

- Pine St. from Ansley St. to Ridge Ave.

Water Main Improvements in the following areas:

- Spruce St. from Stonewall Ave. to Springer Ave.
- Springer Ave. from "A" St. to Birch St.
- Pine St. from Walker Ave. to Ridge Ave.

- Prepare Engineering Plans and Specifications, for the referenced project.
- Prepare Application for "Permit to Construct" and Coordinate Submittal of P&S to the Oklahoma Department of Environmental Quality for approval.
- Prepare bid packages, and assist owner in obtaining bids from contractors for the construction of the improvements.
- Prepare contract documents, coordinate contract execution and perform preconstruction conference.
- Provide construction management services including review and approve material submittals, shop drawings, contractors pay estimates, change order requests, and work performed by the contractor.
- Provide Resident Project Representative Services during Construction.
- Perform all work in accordance with STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES as prepared by ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE (EJCDC).

For performing the services described, the Engineer is to be paid based on a lump sum basis. The engineering fee for the project is \$16,000.00 and the resident project representative fee is \$7,000.00.

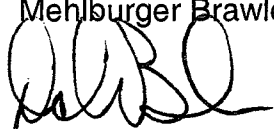
APPROVED:
City of McAlester

By: _____
Kevin Priddle
Mayor

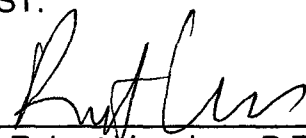
ATTEST:

DATE: _____

ACCEPTED:
Mehlburger Brawley, Inc.

By: _____
Dale Burke, P.E.
Vice President

ATTEST:

_____
Robert Vaughan, P.E.
Project Manager

Project Cost Estimate

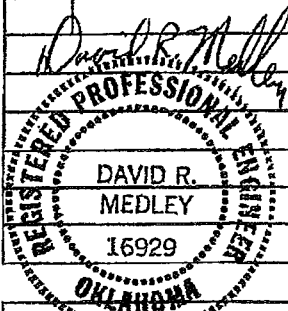
City of McAlester

McAlester Utilities Department

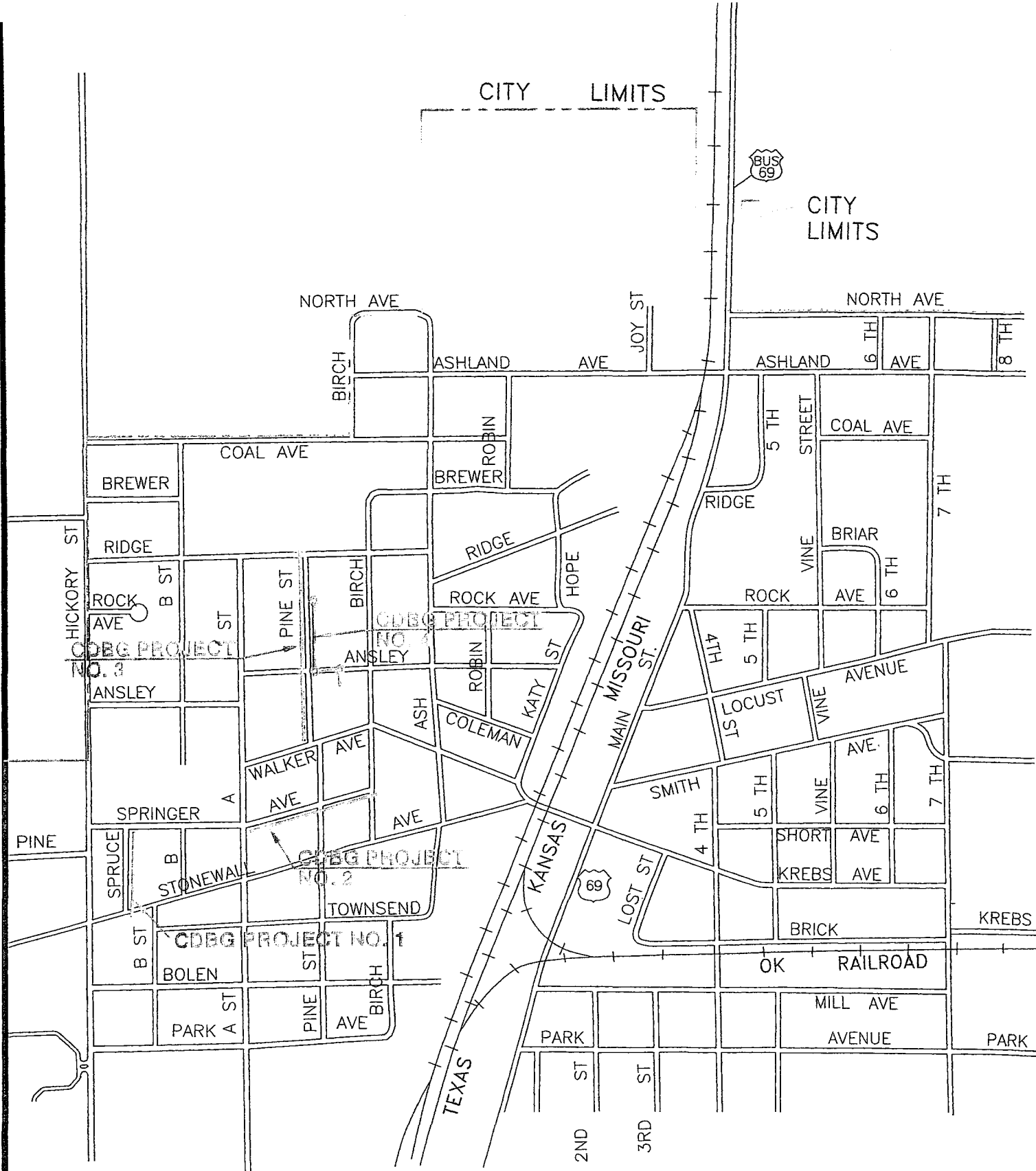
July-10

2010 CDBG WATER AND SEWER IMPROVEMENTS

Description of Item	QTY	Unit	Unit Cost	Cost
1 Spruce Street from Stonewall Street to Springer Avenue				
1.1 6" C900 Class 200 PVC Water line	560	LF	\$20.00	\$ 11,200.00
1.2 6" Connection to Existing 6" Water Line	1	LS @	\$2,500.00	\$ 2,500.00
1.3 Fire Hydrant Assembly	1	EA @	\$2,500.00	\$ 2,500.00
1.4 Surface Repair	25	LF @	\$75.00	\$ 1,875.00
Subtotal				\$ 18,075.00
2 Springer Avenue from "A" Street to Birch Street				
2.1 6" C900 Class 200 PVC Water line	770	LF	\$20.00	\$ 15,400.00
2.2 6" Connection to Existing 12" Water Line	1	LS @	\$3,000.00	\$ 3,000.00
2.3 Fire Hydrant Assembly	2	LS @	\$2,500.00	\$ 5,000.00
Subtotal				\$ 23,400.00
3 Pine Street from Walker Street to Ridge Avenue				
3.1 6" C900 Class 200 PVC Water line	1,200	LF	\$20.00	\$ 24,000.00
3.2 Fire Hydrant Assembly	1	LS @	\$2,500.00	\$ 2,500.00
3.3 6" Connection to Existing 6" Water Line	1	LS @	\$2,500.00	\$ 2,500.00
3.4 Surface Repair	25	LF @	\$75.00	\$ 1,875.00
Subtotal				\$ 30,875.00
4 Pine Street from Ansley Street to Ridge Avenue				
4.1 8" SDR 26 PVC Sewer Line	650	LF	\$45.00	\$ 29,250.00
4.2 4' Diameter Concrete Manhole 0' - 6' Depth	3	LS @	\$2,500.00	\$ 7,500.00
4.3 Surface Repair	150	LF @	\$75.00	\$ 11,250.00
Subtotal				\$ 48,000.00
Subtotal				\$ 120,350.00
Engineering				\$ 16,000.00
Resident Project Representative				\$ 7,000.00
ODEQ Permit				\$ 450.00
CDBG Administration				\$ 4,200.00
TOTAL ESTIMATED PROJECT COST				\$148,000.00
CDBG Funds				\$73,874.00
City of McAlester Funds Required				\$74,126.00

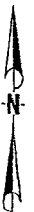


7-15-10



CDBG PROJECT LOCATION MAP

SCALE: 1" = 800'





McAlester City Council

AGENDA REPORT

Meeting Date:	<u>October 11, 2010</u>	Item Number:	<u>13</u>
Department:	<u>Utilities</u>		
Prepared By:	<u>David Medley, P.E.</u>	Account Code:	<u>02-5974206</u>
Date Prepared:	<u>September 21, 2010</u>	Budgeted Amount:	<u>\$381,200 (All Chemicals)</u>
		Exhibits:	<u>2</u>

Subject

Consider, and act upon, award of bid to Altivia Chemical Solutions for the supply of the chemicals for the McAlester Water Treatment Plant on a unit price basis the following chemicals: aluminum sulfate, 40% polymer, copper sulfate, and poly-aluminum ferric halide.

Recommendation

Motion to award of bid for Items 1, 6, 8, and 9 of the September, 2011 to February, 2011 Water Treatment Plant Chemical Chemicals, after review and approval by the City Attorney's Office, with Altivia Chemical Solutions of Houston, Texas at the unit prices per the attached bid tabulation and agreement.

Discussion


On September 13th 2011, the Utilities Department opened bids for the project in the Conference Room at City Hall. Four (4) bids were received and the attached bid tabulation sheet has been prepared by the City Utilities Director.

Altivia has been supplying chemicals to the City for many years and the City Staff is confident that Altivaia can supply the chemicals as specified in the bid documents. This contract is for a 6 month period as the price of these chemicals varies in a short period of time. The chemicals will be rebid at the end of the 6 month period.

Funds are available in the Water Treatment Plants chemical account budget for the chemicals

Exhibits: 1) Bid Tabulation 2) Agreement

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	DRM	9/23/11
City Manager	P. Stasiak 	10/03/11



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

McAlester Public Works Authority
City of McAlester
P.O. Box 578
McAlester, Ok. 74502

Re: September, 2011 to February, 2011
Water Treatment Plant Chemical Bid

Dear Sirs:

Attached for your review you will find the bid tabulation sheet for the Water Treatment Chemical bid that was opened at City Hall on the 13th day of September 2011.

CERTIFIED AS TRUE AND CORRECT
City of McAlester

David R. Medley, P.E.
Utilities Director



Altivia Chemical Solutions 1100 Louisiana, Suite 316 Houston, TX. 77002	Advance Chemical Solution P.O. Box 702188 Tulsa, Okla. 74170-2188	Brenntag Southwest Rt. 2 Box 352-200 Nowata, Okla. 74048	Southwest Chemical Service 1227 E. Washington McAlester, Okla. 74501	Hawkins, Inc. 6614 Old Harrison Ln. Ft. Smith, AR. 72916
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BASE BID							
1	Aluminum Sulfate	Bulk/ lbs	0.0715	No Bid	No Bid	0.085	No Bid
6	Polymer (40%)	Totes/ lbs	\$1.15	\$1.28	\$1.28	\$1.17	No Bid
8	Copper Sulfate	Totes/ lbs	\$0.65	\$1.00	No Bid	\$2.40	No Bid
9	Poly-Aluminum Ferric Halide Brennfloc CC 2358	Bulk/ lbs	0.339	0.398	0.405	\$0.42	No Bid

Brenntag Southwest Rt. 2 Box 352-200 Nowata, Okla. 74048	Altivia Chemical Solutions 1100 Louisiani, Suite 316 Houston, TX. 77002	Advance Chemical Solution P.O. Box 702188 Tulsa, Okla. 74170-2188	Hawkins, Inc. 6614 Old Harrison Ln. Ft. Smith, AR. 72916	Southwest Chemical Service 1227 E. Washington McAlester, Okla. 74501
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BASE BID							
2	Chlorine	Ton	\$551.40	\$628.00	No Bid	\$660.00	No Bid
5	Powder Activated Carbon	Bagged / Lbs	0.667	No Bid	\$1.20	No Bid	\$1.10

Southwest Chemical Service 1227 E. Washington McAlester, Okla. 74501	Altivia Chemical Solutions 1100 Louisiani, Suite 316 Houston, TX. 77002	Advance Chemical Solution P.O. Box 702188 Tulsa, Okla. 74170-2188	Hawkins, Inc. 6614 Old Harrison Ln. Ft. Smith, AR. 72916	Brenntag Southwest Rt. 2 Box 352-200 Nowata, Okla. 74048
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BASE BID							
3	Caustic 30%	Bulk/ Lbs	0.124	0.1266	\$0.15	No Bid	\$0.32
4	Polyphosphate	Totes / Lbs	\$0.90	No Bid	\$0.90	No Bid	\$1.20

Hawkins, Inc. 6614 Old Harrison Ln. Ft. Smith, AR. 72916	Altivia Chemical Solutions 1100 Louisiani, Suite 316 Houston, TX. 77002	Advance Chemical Solution P.O. Box 702188 Tulsa, Okla. 74170-2188	Southwest Chemical Service 1227 E. Washington McAlester, Okla. 74501	Brenntag Southwest Rt. 2 Box 352-200 Nowata, Okla. 74048
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BASE BID							
7	Sodium Permanganate	Totes/ Lbs	0.995	1.131	\$1.54	\$1.10	\$1.08

AGREEMENT

THIS AGREEMENT, made this _____ the day of _____, 2011 by and between THE McALESTER PUBLIC WORKS AUTHORITY, hereinafter called "OWNER" and Altivia Chemical Solutions doing business as (an individual)(a partnership) (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and supply the following chemicals as specified in the Contract Documents, September, 2011 to February, 2012 Water Treatment Chemicals: Aluminum Sulfate, Polymer (40%), Copper Sulfate & Poly Aluminum Ferric Halide (Brennfloc CC 2358).
2. The CONTRACTOR will furnish all material, supplies, tools, equipment, labor and other services necessary for the construction and completion of providing the chemicals described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within Ten (10) calendar days after the date of the NOTICE TO PROCEED and will complete the same within 6 calendar months unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the **unit prices**, as shown in the BID schedule for Bid Items #1, #6, #8 and # 9.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (a) ADVERTISEMENT FOR BIDS.
 - (b) INSTRUCTION TO BIDDERS
 - (c) BID.
 - (d) AGREEMENT.
 - (f) NOTICE OF AWARD.
 - (g) NOTICE TO PROCEED.
 - (h) SPECIFICATIONS prepared or issued by the City of McAlester, dated August, 2011

6. The OWNER will pay to the CONTRACTOR in the manner and at such times and at such amounts as set forth in these CONTRACT DOCUMENTS.
7. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in three (3) copies each of which shall be deemed an original on the date first above written.

OWNER: McAlester Public Works Authority

(SEAL)

By: _____

Name: Kevin E. Priddle

Title: Chairman

ATTEST:

Name: Cora Middleton

Title: City Clerk

CONTRACTOR:

By:

Name

(Please Type)

(SEAL)

Address:

ATTEST:

Name _____
(Please Type)



McAlester City Council

AGENDA REPORT

Meeting Date: October 11, 2010
Department: Utilities
Prepared By: David Medley, P.E.
Date Prepared: September 21, 2010

Item Number: 14
Account Code: 02-5974206
Budgeted Amount: \$381,200 (All Chemicals)
Exhibits: 2

Subject

Consider, and act upon, award of bid to Southwest Chemical Service for the supply of the chemicals for the McAlester Water Treatment Plant on a unit price basis the following chemicals: 30% caustic and polyphosphate.

Recommendation

Motion to award of bid for Items 3, and 4 of the September, 2011 to February, 2011 Water Treatment Plant Chemical Chemicals, after review and approval by the City Attorney's Office, with Southwest Chemical Service of McAlester, Oklahoma at the unit prices per the attached bid tabulation and agreement.

Discussion

On September 13th 2011, the Utilities Department opened bids for the project in the Conference Room at City Hall. Four (4) bids were received and the attached bid tabulation sheet has been prepared by the City Utilities Director.

Southwest Chemical Service has been supplying chemicals to the City for many years and the City Staff is confident that they can supply the chemicals as specified in the bid documents. This contract is for a 6 month period as the price of these chemicals vary in a short period of time. The chemicals will be rebid at the end of the 6 month period.

Funds are available in the Water Treatment Plants chemical account budget for the chemicals

Exhibits: 1) Bid Tabulation 2) Agreement

Approved By

	Initial	Date
Department Head	DRM	09/23/11
City Manager	P. Stasiak <i>PJS</i>	10/03/11

McAlester Public Works Authority
City of McAlester
P.O. Box 578
McAlester, Ok. 74502

Re: September, 2011 to February, 2011
Water Treatment Plant Chemical Bid

Dear Sirs:

Attached for your review you will find the bid tabulation sheet for the Water Treatment Chemical bid that was opened at City Hall on the 13th day of September 2011.

CERTIFIED AS TRUE AND CORRECT
City of McAlester

David R. Medley

David R. Medley, P.E.
Utilities Director



Altivia Chemical Solutions 1100 Louisiana, Suite 316 Houston, TX. 77002	Advance Chemical Solution P.O. Box 702188 Tulsa, Okla. 74170-2188	Brenntag Southwest Rt. 2 Box 352-200 Nowata, Okla. 74048	Southwest Chemical Service 1227 E. Washington McAlester, Okla. 74501	Hawkins, Inc. 6614 Old Harrison Ln. Ft. Smith, AR. 72916
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BASE BID

1	Aluminum Sulfate	Bulk/ lbs	0.0715	No Bid	No Bid	0.085	No Bid
6	Polymer (40%)	Totes/ lbs	\$1.15	\$1.28	\$1.28	\$1.17	No Bid
8	Copper Sulfate	Totes/ lbs	\$0.65	\$1.00	No Bid	\$2.40	No Bid
9	Poly-Aluminum Ferric Halide Brennfloc CC 2358	Bulk/ lbs	0.339	0.398	0.405	\$0.42	No Bid

Brenntag Southwest Rt. 2 Box 352-200 Nowata, Okla. 74048	Altivia Chemical Solutions 1100 Louisiani, Suite 316 Houston, TX. 77002	Advance Chemical Solution P.O. Box 702188 Tulsa, Okla. 74170-2188	Hawkins, Inc. 6614 Old Harrison Ln. Ft. Smith, AR. 72916	Southwest Chemical Service 1227 E. Washington McAlester, Okla. 74501
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BASE BID

2	Chlorine	Ton	\$551.40	\$628.00	No Bid	\$660.00	No Bid
5	Powder Activated Carbon	Bagged / Lbs	0.667	No Bid	\$1.20	No Bid	\$1.10

Southwest Chemical Service 1227 E. Washington McAlester, Okla. 74501	Altivia Chemical Solutions 1100 Louisiani, Suite 316 Houston, TX. 77002	Advance Chemical Solution P.O. Box 702188 Tulsa, Okla. 74170-2188	Hawkins, Inc. 6614 Old Harrison Ln. Ft. Smith, AR. 72916	Brenntag Southwest Rt. 2 Box 352-200 Nowata, Okla. 74048
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BASE BID

3	Caustic 30%	Bulk/ Lbs	0.124	0.1266	\$0.15	No Bid	\$0.32
4	Polyphosphate	Totes / Lbs	\$0.90	No Bid	\$0.90	No Bid	\$1.20

Hawkins, Inc. 6614 Old Harrison Ln. Ft. Smith, AR. 72916	Altivia Chemical Solutions 1100 Louisiani, Suite 316 Houston, TX. 77002	Advance Chemical Solution P.O. Box 702188 Tulsa, Okla. 74170-2188	Southwest Chemical Service 1227 E. Washington McAlester, Okla. 74501	Brenntag Southwest Rt. 2 Box 352-200 Nowata, Okla. 74048
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BASE BID

7	Sodium Permanganate	Totes/ Lbs	0.995	1.131	\$1.54	\$1.10	\$1.08
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AGREEMENT

THIS AGREEMENT, made this _____ the day of _____, 2011 by and between THE McALESTER PUBLIC WORKS AUTHORITY, hereinafter called "OWNER" and Southwest Chemical Service doing business as (an individual)(a partnership) (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and supply the following chemicals as specified in the Contract Documents, September, 2011 to February, 2012 Water Treatment Chemicals: Caustic 30% and Polyphosphate.
2. The CONTRACTOR will furnish all material, supplies, tools, equipment, labor and other services necessary for the construction and completion of providing the chemicals described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within Ten (10) calendar days after the date of the NOTICE TO PROCEED and will complete the same within 6 calendar months unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the **unit prices**, as shown in the BID schedule for Bid Items #3 and # 4.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (a) ADVERTISEMENT FOR BIDS.
 - (b) INSTRUCTION TO BIDDERS
 - (c) BID.
 - (d) AGREEMENT.
 - (f) NOTICE OF AWARD.
 - (g) NOTICE TO PROCEED.
 - (h) SPECIFICATIONS prepared or issued by the City of McAlester, dated August, 2011

6. The OWNER will pay to the CONTRACTOR in the manner and at such times and at such amounts as set forth in these CONTRACT DOCUMENTS.
7. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in three **(3) copies** each of which shall be deemed an original on the date first above written.

OWNER: McAlester Public Works Authority

(SEAL)

By: _____

Name: Kevin E. Priddle

Title: Chairman

ATTEST:

Name: Cora Middleton

Title: City Clerk

CONTRACTOR:

By:

Name

(Please Type)

(SEAL)

Address:

ATTEST:

Name _____
(Please Type)



McAlester City Council

AGENDA REPORT

Meeting Date:	October 11, 2010	Item Number:	15
Department:	Utilities		
Prepared By:	David Medley, P.E.	Account Code:	02-5974206
Date Prepared:	September 21, 2010	Budgeted Amount:	\$381,200 (All Chemicals)
		Exhibits:	2

Subject

Consider, and act upon, award of bid to Brentag Southwest for the supply of the chemicals for the McAlester Water Treatment Plant on a unit price basis the following chemicals: chlorine and activated carbon.

Recommendation

Motion to award of bid for Items 2, and 5 of the September, 2011 to February, 2011 Water Treatment Plant Chemical Chemicals, after review and approval by the City Attorney's Office, with Brentag Southwest of Nowata, Oklahoma at the unit prices per the attached bid tabulation and agreement.

Discussion

On September 13th 2011, the Utilities Department opened bids for the project in the Conference Room at City Hall. Four (4) bids were received and the attached bid tabulation sheet has been prepared by the City Utilities Director.

Brentag Southwest has been supplying chemicals to the City for many years and the City Staff is confident that they can supply the chemicals as specified in the bid documents. This contract is for a 6 month period as the price of these chemicals varies in a short period of time. The chemicals will be rebid at the end of the 6 month period.

Funds are available in the Water Treatment Plants chemical account budget for the chemicals

Exhibits: 1) Bid Tabulation 2) Agreement

Approved By

		Initial	Date
Department Head		DRM	09/23/11
City Manager	P. Stasiak	<i>PJS</i>	10/03/11



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McAlester Public Works Authority
City of McAlester
P.O. Box 578
McAlester, Ok. 74502

Re: September, 2011 to February, 2011
Water Treatment Plant Chemical Bid

Dear Sirs:

Attached for your review you will find the bid tabulation sheet for the Water Treatment Chemical bid that was opened at City Hall on the 13th day of September 2011.

CERTIFIED AS TRUE AND CORRECT
City of McAlester

David R. Medley, P.E.
Utilities Director



		Altivia Chemical Solutions 1100 Louisiana, Suite 316 Houston, TX. 77002		Advance Chemical Solution P.O. Box 702188 Tulsa, Okla. 74170-2188		Brenntag Southwest Rt. 2 Box 352-200 Nowata, Okla. 74048		Southwest Chemical Service 1227 E. Washington McAlester, Okla. 74501		Hawkins, Inc. 6614 Old Harrison Ln. Ft. Smith, AR. 72916	
ITEM	DESCRIPTION	UNIT	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
BASE BID											
1	Aluminum Sulfate	Bulk/ lbs	0.0715	No Bid	No Bid	No Bid	0.085	No Bid	No Bid	No Bid	No Bid
6	Polymer (40%)	Totes/ lbs	\$1.15	\$1.28	\$1.28	\$1.28	\$1.17	No Bid	No Bid	No Bid	No Bid
8	Copper Sulfate	Totes/ lbs	\$0.65	\$1.00	No Bid	No Bid	\$2.40	No Bid	No Bid	No Bid	No Bid
9	Poly-Aluminum Ferric Halide Brennfloc CC 2358	Bulk/ lbs	0.339	0.398	0.405	0.405	\$0.42	No Bid	No Bid	No Bid	No Bid

		Brenntag Southwest Rt. 2 Box 352-200 Nowata, Okla. 74048		Altivia Chemical Solutions 1100 Louisiani, Suite 316 Houston, TX. 77002		Advance Chemical Solution P.O. Box 702188 Tulsa, Okla. 74170-2188		Hawkins, Inc. 6614 Old Harrison Ln. Ft. Smith, AR. 72916		Southwest Chemical Service 1227 E. Washington McAlester, Okla. 74501	
ITEM	DESCRIPTION	UNIT	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
BASE BID											
2	Chlorine	Ton	\$551.40	\$628.00	No Bid	No Bid	\$660.00	No Bid	No Bid	No Bid	No Bid
5	Powder Activated Carbon	Bagged / Lbs	0.667	No Bid	\$1.20	\$1.20	No Bid	No Bid	No Bid	No Bid	\$1.10

		Southwest Chemical Service 1227 E. Washington McAlester, Okla. 74501		Altivia Chemical Solutions 1100 Louisiani, Suite 316 Houston, TX. 77002		Advance Chemical Solution P.O. Box 702188 Tulsa, Okla. 74170-2188		Hawkins, Inc. 6614 Old Harrison Ln. Ft. Smith, AR. 72916		Brenntag Southwest Rt. 2 Box 352-200 Nowata, Okla. 74048	
ITEM	DESCRIPTION	UNIT	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
BASE BID											
3	Caustic 30%	Bulk/ Lbs	0.124	0.1266	\$0.15	\$0.15	No Bid	No Bid	No Bid	No Bid	\$0.32
4	Polyphosphate	Totes / Lbs	\$0.90	No Bid	\$0.90	\$0.90	No Bid	No Bid	No Bid	No Bid	\$1.20

		Hawkins, Inc. 6614 Old Harrison Ln. Ft. Smith, AR. 72916		Altivia Chemical Solutions 1100 Louisiani, Suite 316 Houston, TX. 77002		Advance Chemical Solution P.O. Box 702188 Tulsa, Okla. 74170-2188		Southwest Chemical Service 1227 E. Washington McAlester, Okla. 74501		Brenntag Southwest Rt. 2 Box 352-200 Nowata, Okla. 74048	
ITEM	DESCRIPTION	UNIT	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
BASE BID											
7	Sodium Permanganate	Totes/ Lbs	0.995	1.131	\$1.54	\$1.54	\$1.10	\$1.10	\$1.10	\$1.08	\$1.08

AGREEMENT

THIS AGREEMENT, made this ____ the day of _____, 2011 by and between THE McALESTER PUBLIC WORKS AUTHORITY, hereinafter called "OWNER" and Brenntag Southwest doing business as (an individual)(a partnership) (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and supply the following chemicals as specified in the Contract Documents, September, 2011 to February, 2012 Water Treatment Chemicals: Chlorine & Powder Activated Carbon
2. The CONTRACTOR will furnish all material, supplies, tools, equipment, labor and other services necessary for the construction and completion of providing the chemicals described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within Ten (10) calendar days after the date of the NOTICE TO PROCEED and will complete the same within 6 calendar months unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the **unit prices**, as shown in the BID schedule for Bid Items #2 and #5.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (a) ADVERTISEMENT FOR BIDS.
 - (b) INSTRUCTION TO BIDDERS
 - (c) BID.
 - (d) AGREEMENT.
 - (f) NOTICE OF AWARD.
 - (g) NOTICE TO PROCEED.
 - (h) SPECIFICATIONS prepared or issued by the City of McAlester, dated August, 2011

6. The OWNER will pay to the CONTRACTOR in the manner and at such times and at such amounts as set forth in these CONTRACT DOCUMENTS.
7. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in three **(3) copies** each of which shall be deemed an original on the date first above written.

OWNER: McAlester Public Works Authority

(SEAL)

By: _____

Name: Kevin E. Priddle

Title: Chairman

ATTEST:

Name: Cora Middleton

Title: City Clerk

CONTRACTOR:

By:

Name

(Please Type)

(SEAL)

Address:

ATTEST:

Name _____
(Please Type)



McAlester City Council

AGENDA REPORT

Meeting Date:	October 11, 2010	Item Number:	16
Department:	Utilities		
Prepared By:	David Medley, P.E.	Account Code:	02-5974206
Date Prepared:	September 21, 2010	Budgeted Amount:	\$381,200 (All Chemicals)
		Exhibits:	2

Subject

Consider, and act upon, award of bid to Hawkins, Inc. for the supply of the chemicals for the McAlester Water Treatment Plant on a unit price basis the following chemical: sodium permanganate.

Recommendation

Motion to award of bid for Item 7 of the September, 2011 to February, 2011 Water Treatment Plant Chemical Chemicals, after review and approval by the City Attorney's Office, with Hawkins, Inc. of Fort Smith, Arkansas at the unit prices per the attached bid tabulation and agreement.

Discussion

On September 13th 2011, the Utilities Department opened bids for the project in the Conference Room at City Hall. Four (4) bids were received and the attached bid tabulation sheet has been prepared by the City Utilities Director.

Hawkins, Inc. has been conducting business with the City for several years and the City Staff is confident that they can supply the chemicals as specified in the bid documents. This contract is for a 6 month period as the price of these chemicals varies in a short period of time. The chemicals will be rebid at the end of the 6 month period.

Funds are available in the Water Treatment Plants chemical account budget for the chemicals

Exhibits: 1) Bid Tabulation 2) Agreement

Approved By

	Initial	Date
Department Head	DRM	09/23/11
City Manager	P. Stasiak	10/03/11



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

McAlester Public Works Authority
City of McAlester
P.O. Box 578
McAlester, Ok. 74502

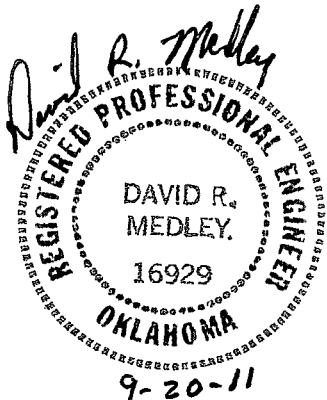
Re: September, 2011 to February, 2011
Water Treatment Plant Chemical Bid

Dear Sirs:

Attached for your review you will find the bid tabulation sheet for the Water Treatment Chemical bid that was opened at City Hall on the 13th day of September 2011.

CERTIFIED AS TRUE AND CORRECT
City of McAlester

David R. Medley, P.E.
Utilities Director



Altivia Chemical Solutions 1100 Louisiana, Suite 316 Houston, TX. 77002	Advance Chemical Solution P.O. Box 702188 Tulsa, Okla. 74170-2188	Brenntag Southwest Rt. 2 Box 352-200 Nowata, Okla. 74048	Southwest Chemical Service 1227 E. Washington McAlester, Okla. 74501	Hawkins, Inc. 6614 Old Harrison Ln. Ft. Smith, AR. 72916
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BASE BID

1	Aluminum Sulfate	Bulk/ lbs	0.0715	No Bid	No Bid	0.085	No Bid
6	Polymer (40%)	Totes/ lbs	\$1.15	\$1.28	\$1.28	\$1.17	No Bid
8	Copper Sulfate	Totes/ lbs	\$0.65	\$1.00	No Bid	\$2.40	No Bid
9	Poly-Aluminum Ferric Halide Brennfloc CC 2358	Bulk/ lbs	0.339	0.398	0.405	\$0.42	No Bid

Brenntag Southwest Rt. 2 Box 352-200 Nowata, Okla. 74048	Altivia Chemical Solutions 1100 Louisiani, Suite 316 Houston, TX. 77002	Advance Chemical Solution P.O. Box 702188 Tulsa, Okla. 74170-2188	Hawkins, Inc. 6614 Old Harrison Ln. Ft. Smith, AR. 72916	Southwest Chemical Service 1227 E. Washington McAlester, Okla. 74501
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BASE BID

2	Chlorine	Ton	\$551.40	\$628.00	No Bid	\$660.00	No Bid
5	Powder Activated Carbon	Bagged / Lbs	0.667	No Bid	\$1.20	No Bid	\$1.10

Southwest Chemical Service 1227 E. Washington McAlester, Okla. 74501	Altivia Chemical Solutions 1100 Louisiani, Suite 316 Houston, TX. 77002	Advance Chemical Solution P.O. Box 702188 Tulsa, Okla. 74170-2188	Hawkins, Inc. 6614 Old Harrison Ln. Ft. Smith, AR. 72916	Brenntag Southwest Rt. 2 Box 352-200 Nowata, Okla. 74048
--	---	---	--	--

BASE BID

3	Caustic 30%	Bulk/ Lbs	0.124	0.1266	\$0.15	No Bid	\$0.32
4	Polyphosphate	Totes / Lbs	\$0.90	No Bid	\$0.90	No Bid	\$1.20

Hawkins, Inc. 6614 Old Harrison Ln. Ft. Smith, AR. 72916	Altivia Chemical Solutions 1100 Louisiani, Suite 316 Houston, TX. 77002	Advance Chemical Solution P.O. Box 702188 Tulsa, Okla. 74170-2188	Southwest Chemical Service 1227 E. Washington McAlester, Okla. 74501	Brenntag Southwest Rt. 2 Box 352-200 Nowata, Okla. 74048
--	---	---	--	--

BASE BID

7	Sodium Permanganate	Totes/ Lbs	0.995	1.131	\$1.54	\$1.10	\$1.08
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AGREEMENT

THIS AGREEMENT, made this _____ the day of _____, 2011 by and between THE McALESTER PUBLIC WORKS AUTHORITY, hereinafter called "OWNER" and **Hawkins, Inc.** doing business as (an individual)(a partnership) (**a corporation**) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and supply the following chemicals as specified in the Contract Documents, **September, 2011 to February, 2012 Water Treatment Chemicals: Sodium Permanganate**.
2. The CONTRACTOR will furnish all material, supplies, tools, equipment, labor and other services necessary for the construction and completion of providing the chemicals described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within Ten (10) calendar days after the date of the NOTICE TO PROCEED and will complete the same within 6 calendar months unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the **unit prices**, as shown in the BID schedule for Bid Items **#7**.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (a) ADVERTISEMENT FOR BIDS.
 - (b) INSTRUCTION TO BIDDERS
 - (c) BID.
 - (d) AGREEMENT.
 - (f) NOTICE OF AWARD.
 - (g) NOTICE TO PROCEED.
 - (h) SPECIFICATIONS prepared or issued by the City of McAlester, dated August, 2011

6. The OWNER will pay to the CONTRACTOR in the manner and at such times and at such amounts as set forth in these CONTRACT DOCUMENTS.
7. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in three **(3) copies** each of which shall be deemed an original on the date first above written.

OWNER: McAlester Public Works Authority

(SEAL)

By: _____

Name: Kevin E. Priddle

Title: Chairman

ATTEST:

Name: Cora Middleton

Title: City Clerk

CONTRACTOR:

By:

Name

(Please Type)

(SEAL)

Address:

ATTEST:

Name _____
(Please Type)



McAlester City Council

AGENDA REPORT

Meeting Date:	October 11, 2011	Item Number:	17
Department:	Utilities		
Prepared By:	David Medley	Account Code:	N/A
Date Prepared:	September 23, 2011	Budgeted Amount:	N/A
		Exhibits:	2

Subject

Consider and act upon assigning a 30 foot wide utility easement in Lot C-7 of Steven Taylor Industrial Park for the purpose of allowing the Oklahoma Turnpike Authority to construct an 8" diameter sanitary sewer to service their new Service Plaza to be located on the Indian Nation Turnpike approximately ¼ mile south of the Industrial Park.

Recommendation

Motion to assign the easement and authorize the Mayor to sign after review and approval by the City Attorney's Office.

Discussion

This easement provides for 30 foot wide area on Lot C-7 of Taylor Industrial Park. The Oklahoma Turnpike Authority will install the 8" diameter sanitary sewer and install a master meter and 10" diameter water line in the existing right of way of Taylor Blvd. for water service. The water service area is in District No. 5 and they will supply the individual water meters at the plaza. The following exhibits are attached for your review:

1. Easement Site Plan (Exhibit "A")
2. Grant of Utility Easement

Approved By

	Initial	Date
Department Head	DRM	09/23/11
City Manager	P. Stasiak	10/03/11

(ORDER BY NUMBER)

FOR AND IN CONSIDERATION OF One and No/100 DOLLARS (\$ 1.00)

on, over, through or along the North side of the following described lands, to-wit:

EXHIBIT 'A'
30' UTILITY EASEMENT

STEVEN W. TAYLOR
INDUSTRIAL PARK

LOT # C-6

LOT LINE

1255.28'
N 66° 58' 13" E

30' UTILITY
EASEMENT

SECTION LINE

N 00° 37' 11" W

TAYLOR BLVD.

LOT # C-7

SECTION 9

SECTION 10

INDIAN NATION TURNPIKE

100' CITY R/W
OTA R/W

N 23° 02' 35" W

OTA R/W



McAlester City Council

AGENDA REPORT

Meeting Date: October 11, 2011
Department: Utilities
Prepared By: David Medley
Date Prepared: September 27, 2011

Item Number: 18
Account Code: _____
Budgeted Amount: Budget Transfer Pending
Exhibits: 2

Subject

Consider, and act upon a Work Order for Mehlburger Brawley Corporation for engineering services required for the design of construction of the Water Treatment Plant Residuals Handling Improvements.

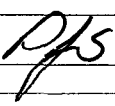
Recommendation

Motion to approve and authorize the Mayor to sign the work order for Mehlburger Brawley to complete engineering services required for Water Treatment Plant Residuals Handling Improvements for an estimated fee of \$87,300 upon review and approval of by the City Attorney's Office.

Discussion

Per the attached copy of Mehlburger Brawley's Work Order for professional services for the Water Treatment Plant Residuals Handling Improvements, the fee for engineering services is to be based on a percentage of actual construction cost. The total estimated construction cost will be \$786,600 as shown on the attached Engineering Cost Estimate and the engineering and inspection cost is estimated at \$87,300. This project will provide for the two existing lagoons to be cleaned and upgraded, new sludge pumping station handling equipment, and four (4) sludge dewatering boxes. The City of McAlester is currently under a Consent Order and according to the order we are to submit plans by January 1, 2012, begin construction by October 1, 2012, and complete construction by January 1, 2014. To meet this schedule we will have to begin engineering design in this fiscal year.

Approved By

	Initial	Date
Department Head	DRM	09/28/11
City Manager	P. Stasiak 	10/03/11



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

Preliminary Cost Estimate

McAlester Public Works Authority

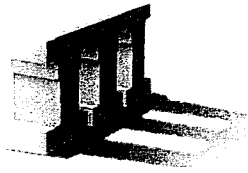
August 26, 2010

Project MC-09-06

Water Treatment Plant Residuals Handling Improvements

Alternative No. 1 - Sludge Dewatering Boxes

Item	Description	Unit	Qty	Unit Price	Total Price
1	Residuals (solids) removal from existing holding ponds, to existing earthen drying beds.	Lump Sum	1	\$ 50,000.00	\$ 50,000.00
2	Clarifier Residuals Pump Station with two self-priming above grade pumps	Lump Sum	1	\$ 110,000.00	\$ 110,000.00
3	Sludge Dewatering Boxes	Each	4	\$ 45,000.00	\$ 180,000.00
4	Polymer Feed Equipment for Aiding in dewatering of Residuals	Lump Sum	1	\$ 50,000.00	\$ 50,000.00
5	Concrete Pad and drainage system	Lump Sum	1	\$ 90,000.00	\$ 90,000.00
6	Site Piping	Lump Sum	1	\$ 10,000.00	\$ 10,000.00
7	Electrical Improvements	Lump Sum	1	\$ 20,000.00	\$ 20,000.00
8	Site Grading and Gravel	Lump Sum	1	\$ 30,000.00	\$ 30,000.00
9	Rehabilitation of Existing Lagoon Dikes	Lump Sum	1	\$ 50,000.00	\$ 50,000.00
10	Earthwork for Diverting Stormwater away from Backwash Lagoons	Lump Sum	1	\$ 50,000.00	\$ 50,000.00
11	24" CGMP for stormwater conveyance	Linear Feet	800	\$ 60.00	\$ 48,000.00
12	Drainage Inlets and Junction Boxes	Each	5	\$ 4,000.00	\$ 20,000.00
Contingencies					\$ 78,600.00
Construction Total					\$ 786,600.00
Engineering Fee					\$66,300.00
Resident Project Representative Fee					\$21,000.00
DEQ Permit Fee					\$1,500.00
Total Project Cost					\$ 875,400.00



MEHLBURGER BRAWLEY

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

WORK ORDER FOR PROFESSIONAL SERVICES
City of McAlester / McAlester Public Works Authority
Project Number MC-11-02

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

Project Name: WTP Residuals Handling Improvements

Project Description: Improvements at the Water Treatment Plant for Residuals Handling including removal of residuals from existing lagoons; pump station; dewatering boxes with polymer feed system; drainage improvements to divert stormwater runoff; and other miscellaneous improvements as required by DEQ and referenced in Engineering Report approved August 2010.

- Prepare Plans and Specifications for the referenced project.
- Prepare Application for "Permit to Construct" and Coordinate Submittal of P&S to the Oklahoma Department of Environmental Quality for authorization.
- Prepare bidding documents, including incorporating bid documents prepared by others, and assist owner in obtaining bids from contractor(s) for the construction of the improvements. Review bids received and make recommendations to Owner.
- Prepare contract documents and coordinate pre-construction meeting for contract execution.
- Provide construction management services including review of material submittals, contractors work, approving contractors pay estimates, review change order requests, and be the final judge of acceptance of the work performed by the contractor.
- Provide Resident Project Representative during Construction.
- Perform all work in accordance with STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES as prepared by ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE (EJCDC).

For performing the services described, the Engineer is to be paid on the standard fee scale outlined in the EJCDC Contract. The fee is based on a percentage of actual construction cost. Based on an estimated construction cost of \$786,600.00 the engineering fee will be \$66,300.00 and the Resident Project Representative fee will be \$21,000.00. The fee is further broken down as follows:

Design, 70% of Engineering Fee	\$46,410.00
Bidding, 10% of Engineering Fee	\$ 6,630.00
Construction Phase, 20% of Engineering Fee	\$13,260.00
Resident Project Representative during construction	<u>\$21,000.00</u>
Total Estimated Fee:	\$87,300.00

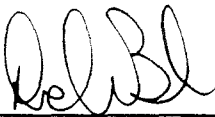
APPROVED:

City of McAlester
McAlester Public Works Authority

By: _____
Kevin Priddle
Mayor / Chairman

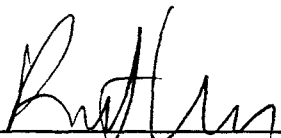
ACCEPTED:

Mehlburger Brawley, Inc

By: 
Dale Burke, P.E.
Vice President

ATTEST:

ATTEST:


Robert Vaughan, P.E.
Branch Manager

DATE: _____



McAlester City Council

AGENDA REPORT

Meeting Date:	October 11, 2010	Item Number:	19
Department:	Utilities		
Prepared By:	David Medley, P.E.	Account Code:	41-5215402
Date Prepared:	September 21, 2010	Budgeted Amount:	\$889,433 (Water & Sewer)
		Exhibits:	3

Subject

Consider, and act upon, award of bid to Pittard Construction Company for the construction of Highway 69 ODOT Utility Relocation Sewer Project and authorize the Mayor to enter into a construction contract, in an amount of \$199,865.00.

Recommendation

Motion to award of bid for Highway 69 ODOT Utility Relocation Sewer Project and authorizing the Mayor to enter into a construction contract, after review and approval by the City Attorney's Office, with Pittard Construction Company of Allen, Texas in an amount of \$199,865.00.

Discussion


Earlier this year the City Council approved the construction of this project which would relocate the City's sewer utilities out of the proposed Oklahoma Department of Transportation's proposed Highway 69 reconstruction from Wade Watts Avenue to Peaceable Road. On August 30, 2011, the Utilities Department opened bids for the project in the Conference Room at City Hall. Four (4) bids were received and the attached bid tabulation sheet has been prepared by the City's Consultant Engineers, Melburger Brawley.

The references of the contractor have been checked and the Engineers and Utilities Director feel confident that Pittard Construction Company can complete the project in a professional manner.

Funds are available in the Economic Development account for the project. The Utilities Department recommends the award of the bid in the amount of \$199,865.00 to Pittard Construction Company of Allen, Texas.

Exhibits: 1) Bid Tabulation 2) Engineer's Recommendation of Award 3) ODOT's Recommendation of Award

Approved By

	Initial	Date
Department Head	DRM	09/22/11
City Manager	P. Stasiak 	10/03/11

CITY OF MCALESTER / MCALESTER PUBLIC WORKS AUTHORITY

HIGHWAY 69 ODOT UTILITY RELOCATION SEWER PROJECT

TUESDAY, AUGUST 30, 2011 @ 3:00 P.M.

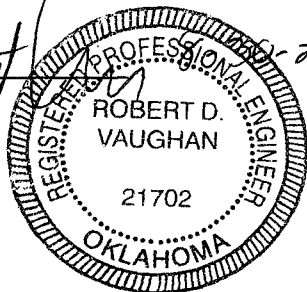
BID TABULATION

				Pittard Construction Co 190 E. Stacy Rd, #306-306 Allen, TX 75002		Tribal Construction Company 33071 S. 597th Grove, OK 74344		Harold Gatzman dba Outlaw Construction 4611 S. 30th E Muskogee, OK 74403		McKee Utility Contractors, Inc. 2319 W. Main Prague, OK 74864	
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID											
1	10-Inch PVC SDR 26 Sewer Main	872	LF	\$70.00	\$61,040.00	\$39.00	\$34,008.00	\$85.00	\$74,120.00	\$186.50	\$162,628.00
2	10-Inch Ductile Iron Pipe Sewer Main	290	LF	\$95.00	\$27,550.00	\$88.00	\$25,520.00	\$95.00	\$27,550.00	\$200.00	\$58,000.00
3	8-Inch PVC SDR 26 Sewer Main	305	LF	\$65.00	\$19,825.00	\$37.00	\$11,285.00	\$55.00	\$16,775.00	\$100.00	\$30,500.00
4	8-Inch Ductile Iron Pipe Sewer Main	35	LF	\$85.00	\$2,975.00	\$78.00	\$2,730.00	\$65.00	\$2,275.00	\$200.00	\$7,000.00
5	4-Foot Diameter Standard Manhole	13	EA	\$2,500.00	\$32,500.00	\$5,392.91	\$70,107.83	\$2,500.00	\$32,500.00	\$3,000.00	\$39,000.00
6	Additional Manhole Depth	80	VF	\$125.00	\$10,000.00	\$539.29	\$43,143.20	\$200.00	\$16,000.00	\$150.00	\$12,000.00
7	Sewer Service Connection	8	EA	\$2,500.00	\$20,000.00	\$594.76	\$4,758.08	\$550.00	\$4,400.00	\$2,500.00	\$20,000.00
8	Asphalt Surface Repair	465	LF	\$30.00	\$13,950.00	\$59.78	\$27,797.70	\$40.00	\$18,600.00	\$50.00	\$23,250.00
9	Concrete Surface Repair	115	LF	\$35.00	\$4,025.00	\$82.21	\$9,454.15	\$50.00	\$5,750.00	\$60.00	\$6,900.00
10	Concrete Flume	1	LS	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$18,000.00	\$18,000.00	\$25,000.00	\$25,000.00
11	16-Inch Steel Casing	40	LF	\$75.00	\$3,000.00	\$256.12	\$10,244.80	\$55.00	\$2,200.00	\$80.00	\$3,200.00
TOTAL AMOUNT OF BASE BID					\$199,865.00		\$242,048.76		\$218,170.00		\$387,478.00

CERTIFIED AS TRUE AND CORRECT:

Mehlburger Brawley, Inc.

Robert Vaughan, P.E.
Project Manager
RV/mj - # MC-10-01B





MEHLBURGER BRAWLEY

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

September 20, 2011

David Medley, Utilities Director
City of McAlester / McAlester Public Works Authority
P. O. Box 578
McAlester, OK 74502

Re: Highway 69 ODOT Utility Relocation Sewer Project
City of McAlester / McAlester Public Works Authority
Letter of Recommendation; Notice of Award

Dear Mr. Medley:

The above referenced project was bid at 3:00 p.m., on August 30, 2011 at the McAlester City Hall. Nine (9) contractors had received plans and specifications for this project and four (4) elected to submit a bid. A copy of the Bid Tabulation was previously forwarded to your office. Pittard Construction Company of Allen, Texas was the apparent low bidder with a bid of \$199,865.00.

We recommend that the City of McAlester / McAlester Public Works Authority award the contract to Pittard Construction Company in the amount of \$199,865.00. The Oklahoma Department of Transportation concurs with our recommendation.

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

Thank you and if you have any questions concerning any of the above, please do not hesitate to call us at (918) 420-5500.

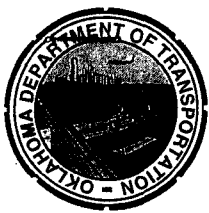
Sincerely,

Mehlburger Brawley, Inc.

Robert Vaughan, P.E.
Project Manager

RV/mj - Enclosures
Project No. MC-10-01B

cc w/enclosure: Larry Plymate, ODOT, McAlester Residency



OKLAHOMA DEPARTMENT OF TRANSPORTATION

200 N. E. 21st Street

Oklahoma City, OK 73105-3204

September 15, 2011

Mr. David Medley, Utilities Director
City of McAlester, (Sanitary Sewer Line)
P.O. Box 578
McAlester, OK. 74502

Dear Mr. Medley:

Subject: J/P 14999(04) Construction, NHY-013N(017)SS
J/P 14999(06) Utilities, NHY-013N(019)UT
Pittsburg County, US-69
Low Bid Concurrence

We have reviewed your bid tabulation, four copies of the successful bid, and one copy of each other bid solicited for the relocation of your facilities within this highway project. The project is on US-69 to construct the interchange at Comanche in McAlester.

Based on the information furnished, we concur with your recommendation to award the contract to the low bidder, Pittard Construction Company. Please award the contract to them.

Please notify our Resident Manager, Mr. Larry Plymate, P.O. Box 3269, McAlester, OK 74502, 918-423-5443, when you propose to begin the relocations.

Your interest in this highway project is appreciated. If we may be of any assistance, please contact Jack Claxton at 405-522-8521.

Sincerely,

A handwritten signature in black ink that reads "Marvin L. Bright II". The signature is written in a cursive style.

Marvin L. Bright, II
Manager, Utilities Branch

MB:jc

cc: Calvin Carney, Acting Division II Manager
Larry Plymate, Resident Manager
Mehlbürger Brawley, Consultant
Utility File



McAlester City Council

AGENDA REPORT

Meeting Date:	October 11, 2010	Item Number:	20
Department:	Utilities		
Prepared By:	David Medley, P.E.	Account Code:	41-5215402
Date Prepared:	September 21, 2010	Budgeted Amount:	\$889,433 (Water & Sewer)
		Exhibits:	3

Subject

Consider, and act upon, award of bid to Pittard Construction Company for the construction of Highway 69 ODOT Utility Relocation Water Project and authorize the Mayor to enter into a construction contract, in an amount of \$498,850.00.

Recommendation

Motion to award of bid for Highway 69 ODOT Utility Relocation Water Project and authorizing the Mayor to enter into a construction contract, after review and approval by the City Attorney's Office, with Pittard Construction Company of Allen, Texas in an amount of \$498,850.00.

Discussion


Earlier this year the City Council approved the construction of this project which would relocate the City's water utilities out of the proposed Oklahoma Department of Transportation's proposed Highway 69 reconstruction from Wade Watts Avenue to Peaceable Road. On August 30, 2011, the Utilities Department opened bids for the project in the Conference Room at City Hall. Four (4) bids were received and the attached bid tabulation sheet has been prepared by the City's Consultant Engineers, Melburger Brawley.

The references of the contractor have been checked and the Engineers and Utilities Director feel confident that Pittard Construction Company can complete the project in a professional manner.

Funds are available in the Economic Development account for the project. The Utilities Department recommends the award of the bid in the amount of \$498,850.00 to Pittard Construction Company of Allen, Texas.

Exhibits: 1) Bid Tabulation 2) Engineer's Recommendation of Award 3) ODOT's Recommendation of Award

Approved By

	Initial	Date
Department Head	DRM	09/22/11
City Manager	P. Stasiak 	10/03/11

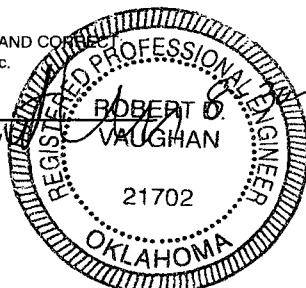
CITY OF MCALESTER / MCALESTER PUBLIC WORKS AUTHORITY

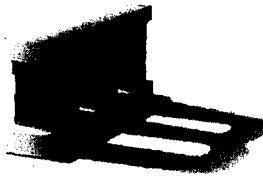
HIGHWAY 69 ODOT UTILITY RELOCATION WATER PROJECT

TUESDAY, AUGUST 30, 2011 @ 3:00 P.M.

BID TABULATION

				Pittard Construction Co 190 E. Stacy Rd, #306-306 Allen, TX 75002		Tribal Construction Company 33071 S. 597th Grove, OK 74344		Harold Gatzman dba Outlaw Construction 4611 S. 30th E Muskogee, OK 74403		McKee Utility Contractors, Inc. 2319 W. Main Prague, OK 74864	
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID											
1	16-Inch PVC AWWA C-900 DR 14 Water Line	1,205	LF	\$75.00	\$90,375.00	\$73.00	\$87,965.00	\$85.00	\$102,425.00	\$90.00	\$108,450.00
2	12-Inch PVC AWWA C-900 DR14 Water Line	1,670	LF	\$45.00	\$75,150.00	\$62.00	\$103,540.00	\$70.00	\$116,900.00	\$80.00	\$133,600.00
3	8-Inch PVC AWWA C-900 DR14 Water Line	380	LF	\$40.00	\$15,200.00	\$47.00	\$17,860.00	\$40.00	\$15,200.00	\$50.00	\$19,000.00
4	16-Inch Gate Valve	2	EA	\$7,000.00	\$14,000.00	\$11,250.00	\$22,500.00	\$6,500.00	\$13,000.00	\$10,000.00	\$20,000.00
5	12-Inch Gate Valve	5	EA	\$2,500.00	\$12,500.00	\$3,750.00	\$18,750.00	\$2,800.00	\$14,000.00	\$5,000.00	\$25,000.00
6	8-Inch Gate Valve	3	EA	\$1,250.00	\$3,750.00	\$3,750.00	\$11,250.00	\$1,800.00	\$5,400.00	\$2,500.00	\$7,500.00
7	16" X 16" Tapping Tee and Valve	1	EA	\$12,500.00	\$12,500.00	\$7,500.00	\$7,500.00	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00
8	16" to 16" Connection	7	EA	\$5,000.00	\$35,000.00	\$2,500.00	\$17,500.00	\$9,000.00	\$63,000.00	\$8,000.00	\$56,000.00
9	16" X 14" Tapping Tee and Valve	1	EA	\$12,000.00	\$12,000.00	\$2,250.00	\$2,250.00	\$18,000.00	\$18,000.00	\$15,000.00	\$15,000.00
10	16" X 12" Tapping Tee and Valve	1	EA	\$10,000.00	\$10,000.00	\$750.00	\$750.00	\$4,500.00	\$4,500.00	\$6,000.00	\$6,000.00
11	12" X 12" Tapping Tee and Valve	1	EA	\$6,500.00	\$6,500.00	\$5,625.00	\$5,625.00	\$4,000.00	\$4,000.00	\$6,000.00	\$6,000.00
12	8" to 8" connection	2	EA	\$2,500.00	\$5,000.00	\$2,500.00	\$5,000.00	\$4,800.00	\$9,600.00	\$3,500.00	\$7,000.00
13	20" Bore, 20" Steel Casing and 14" HDPE Water Main	720	LF	\$195.00	\$140,400.00	\$257.00	\$185,040.00	\$200.00	\$144,000.00	\$345.00	\$248,400.00
14	PRV Valve and Vault	1	LS	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00	\$14,000.00	\$14,000.00	\$20,000.00	\$20,000.00
15	Water Service Reconnection	4	EA	\$1,500.00	\$6,000.00	\$450.00	\$1,800.00	\$1,500.00	\$6,000.00	\$5,000.00	\$20,000.00
16	Asphalt Surface Repair	355	LF	\$25.00	\$8,875.00	\$50.00	\$17,750.00	\$56.00	\$19,880.00	\$50.00	\$17,750.00
17	Concrete Surface Repair	720	LF	\$30.00	\$21,600.00	\$70.00	\$50,400.00	\$50.00	\$36,000.00	\$60.00	\$43,200.00
18	Landscaping Repairs and Sodding	1	LS	\$10,000.00	\$10,000.00	\$6,500.00	\$6,500.00	\$25,000.00	\$25,000.00	\$10,000.00	\$10,000.00
TOTAL AMOUNT OF BASE BID					\$498,850.00		\$576,980.00		\$620,905.00		\$777,900.00

CERTIFIED AS TRUE AND CORRECT
Mehlburger Brawley, Inc.Robert Vaughan, P.E.
Project Manager
RV/mj - # MC-10-01A



MEHLBURGER BRAWLEY

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

September 20, 2011

David Medley, Utilities Director
City of McAlester / McAlester Public Works Authority
P. O. Box 578
McAlester, OK 74502

Re: Highway 69 ODOT Utility Relocation Water Project
City of McAlester / McAlester Public Works Authority
Letter of Recommendation; Notice of Award

Dear Mr. Medley:

The above referenced project was bid at 3:00 p.m., on August 30, 2011 at the McAlester City Hall. Nine (9) contractors had received plans and specifications for this project and four (4) elected to submit a bid. A copy of the Bid Tabulation was previously forwarded to your office. Pittard Construction Company of Allen, Texas was the apparent low bidder with a bid of \$498,850.00.

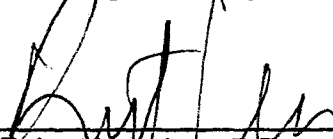
We recommend that the City of McAlester / McAlester Public Works Authority award the contract to Pittard Construction Company in the amount of \$498,850.00. The Oklahoma Department of Transportation concurs with our recommendation.

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

Thank you and if you have any questions concerning any of the above, please do not hesitate to call us at (918) 420-5500.

Sincerely,

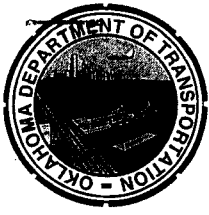
Mehlburger Brawley, Inc.



Robert Vaughan, P.E.
Project Manager

RV/mj - Enclosures
Project No. MC-10-01A

cc w/enclosure: Larry Plymate, ODOT, McAlester Residency



OKLAHOMA DEPARTMENT OF TRANSPORTATION

200 N. E. 21st Street

Oklahoma City, OK 73105-3204

September 15, 2011

Mr. David Medley, Utilities Director
City of McAlester, (Water Line)
P.O. Box 578
McAlester, OK. 74502

Dear Mr. Medley:

Subject: J/P 14999(04) Construction, NHY-013N(017)SS
J/P 14999(06) Utilities, NHY-013N(019)UT
Pittsburg County, US-69
Low Bid Concurrence

We have reviewed your bid tabulation, four copies of the successful bid, and one copy of each other bid solicited for the relocation of your facilities within this highway project. The project is on US-69 to construct the interchange at Comanche in McAlester.

Based on the information furnished, we concur with your recommendation to award the contract to the low bidder, Pittard Construction Company. Please award the contract to them.

Please notify our Resident Manager, Mr. Larry Plymate, P.O. Box 3269, McAlester, OK 74502, 918-423-5443, when you propose to begin the relocations.

Your interest in this highway project is appreciated. If we may be of any assistance, please contact Jack Claxton at 405-522-8521.

Sincerely,

A handwritten signature in black ink that reads "Marvin L. Bright, II".

Marvin L. Bright, II
Manager, Utilities Branch


MB:jc

cc: Calvin Carney, Acting Division II Manager
Larry Plymate, Resident Manager
Mehlburger Brawley, Consultant
Utility File

"The mission of the Oklahoma Department of Transportation is to provide a safe, economical, and effective transportation network for the people, commerce and communities of Oklahoma."

AN EQUAL OPPORTUNITY EMPLOYER

A small, stylized logo in the bottom right corner, possibly representing a bird or a wing.

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

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

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



McAlester City Council

AGENDA REPORT

Meeting Date:	October 11, 2011	Item Number:	21
Department:	Utilities		
Prepared By:	David Medley	Account Code:	
Date Prepared:	September 27, 2011	Budgeted Amount:	Budget Transfer Pending
		Exhibits:	Two

Subject

Consider, and act upon a Work Order for Mehlburger Brawley Corporation for engineering services required for the design of construction of 12 inch Water Main Project at Taylor Industrial Park.

Recommendation

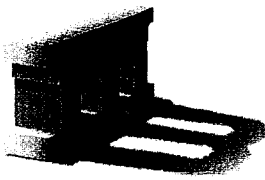
Motion to approve and authorize the Mayor to sign the work order for Mehlburger Brawley to complete engineering services required for Taylor Industrial Park Water Main Improvements for an estimated fee of \$38,900 upon review and approval of by the City Attorney's Office.

Discussion

Per the attached copy of Mehlburger Brawley's Work Order for professional services for the Taylor Industrial Park Water Main Improvements, the fee for engineering services is to be based on a percentage of actual construction cost. The total estimated construction cost will be \$270,000 as shown on the attached Engineering Cost Estimate and the engineering and inspection cost is estimated at \$38,900. This project will provide for replacing the existing 12 inch main from Highway 31 along Taylor Blvd. to Simonton Windows where it will be connected to the existing main. A schedule is included in the cover letter from Mehlburger Brawley outlining the milestones for the project and a complete construction time by July 1, 2012.

Approved By

	Initial	Date
Department Head	DRM	09/30/11
City Manager	P. Stasiak <i>PJS</i>	10/03/11



MEHLBURGER BRAWLEY

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

September 30, 2011

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

Re: Taylor Industrial Park Water Main Improvements
Work Order MC-11-04

Dear Mr. Medley:

Enclosed please find six (6) copies of the Work Order for Professional Service for the Taylor Industrial Park 12-inch Water Main Improvements project.

The estimated schedule is as follows:

1. Engineering Design, Plans and Specifications ready for DEQ submittal: Approximately 30 days from Approval. Complete by November 15, 2011
2. DEQ Review and issuance of Permit to Construct: Estimated 30 days, complete by December 15, 2011.
3. Bidding: 30 days, Receive Bids Mid January.
4. Start Construction: Typically 30-45 days after Bid Opening. Estimated start date of March 1, 2012.
5. Construction Time: 60-90 days, Complete by July 1, 2012

Please keep in mind that this is a preliminary schedule based on similar projects and unexpected delays could occur, specifically in areas outside of our control such as DEQ review schedule and weather delays during construction.

If this Work Order is agreeable, please ask the Mayor to sign and have his signature attested on all six (6) copies. Please return five (5) copies to our office located at 719 S. George Nigh Expressway, McAlester, OK 74501 and retain the other copy for your records.

Thank you and we look forward to working with you on this project. If you have any questions, please feel free to call me at (918) 420-5500.

Sincerely,

Mehlburger Brawley, Inc.

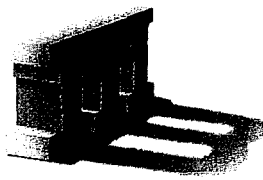


Robert Vaughan, P.E.
Project Manager

RV/mj
Enclosures

Project No. McAlester General

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



MEHLBURGER BRAWLEY

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

WORK ORDER FOR PROFESSIONAL SERVICES

CITY OF MCALESTER / MCALESTER PUBLIC WORKS AUTHORITY

Project Number MC-11-04

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

Project Name: Taylor Industrial Park 12-inch Water Main Improvements

Project Description:

Approximately 3,700 Linear Feet of 12-inch Water Main and associated appurtenances. Location is along Steven Taylor Blvd. from Capitol Drive to Simonton Drive.

- Prepare Engineering Plans and Specifications, for the referenced project.
- Prepare Application for "Permit to Construct" and Coordinate Submittal of P&S to the Oklahoma Department of Environmental Quality for approval.
- Prepare bid packages, and assist owner in obtaining bids from contractors for the construction of the improvements.
- Prepare contract documents, coordinate contract execution and perform preconstruction conference.
- Provide construction management services including review and approve material submittals, shop drawings, contractors pay estimates, change order requests, and work performed by the contractor.
- Provide Resident Project Representative Services during Construction.
- Perform all work in accordance with STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES as prepared by ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE (EJCDC).

For performing the services described, the Engineer is to be paid on the standard fee scale outlined in the EJCDC Contract. The fee is based on a percentage of actual construction cost. Based on an estimated construction cost of \$270,000.00 the engineering fee will be \$28,300.00 and the Resident Project Representative fee will be \$10,600.00


APPROVED:
City of McAlester

By: _____
Kevin Priddle
Mayor

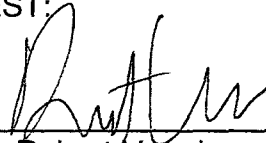
ATTEST:

DATE: _____

ACCEPTED:
Mehlburger Brawley, Inc.

By:  _____
Dale Burke, P.E.
Vice President

ATTEST:

 _____
Robert Vaughan, P.E.
Project Manager



MEHLBURGER BRAWLEY

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

Opinion of Probable Construction Cost

McAlester Public Works Authority

September 30, 2011

Page 1 of 1

Taylor Industrial Park 12-inch Water Main Improvements

12-inch Water Main Along Steven Taylor Blvd. from Capitol Drive to Simonton Drive

Item	Description	Unit	Qty	Unit Price	Total Price
1	12-inch C-900 PVC Water Main	Linear Foot	3,700	\$ 45.00	\$ 166,500.00
2	12-inch Gate Valve and Box	Each	4	\$ 3,500.00	\$ 14,000.00
3	20-inch Road Bore, Steel Casing and 14-inch HDPE Carrier Pipe	Linear Foot	100	\$ 200.00	\$ 20,000.00
4	12"X12" Stainless Steel Tapping Tee and Valve	Each	1	\$ 10,000.00	\$ 10,000.00
5	12" to 12" Connection	Each	2	\$ 5,000.00	\$ 10,000.00
6	12" to 8" Connection	Each	4	\$ 4,000.00	\$ 16,000.00
7	Water Service Reconnections	Each	3	\$ 1,000.00	\$ 3,000.00
8	Concrete Surface Repair	Linear Foot	150	\$ 40.00	\$ 6,000.00
	10% Contingency				\$ 24,500.00
Construction Total					\$ 270,000.00
Engineering					\$ 28,300.00
Resident Project Representative					\$ 10,600.00
ODEQ Permit					\$ 1,070.00
Total Project Cost					\$ 309,970.00



McAlester City Council

AGENDA REPORT

Meeting Date:	October 11, 2011	Item Number:	22
Department:	Utilities		
Prepared By:	David Medley	Account Code:	
Date Prepared:	September 27, 2011	Budgeted Amount:	Budget Transfer Pending
		Exhibits:	Two

Subject

Consider, and act upon a Work Order for Mehlburger Brawley Corporation for engineering services required for the design of construction of an 8 inch Water Main Project to Lot B-2 at Taylor Industrial Park.


Recommendation

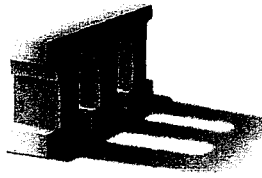
Motion to approve and authorize the Mayor to sign the work order for Mehlburger Brawley to complete engineering services required for Taylor Industrial Park 8 Inch Water Main to Lot B-2 for an estimated fee of \$19,500 upon review and approval of by the City Attorney's Office.

Discussion

Per the attached copy of Mehlburger Brawley's Work Order for professional services for the Taylor Industrial Park 8 inch Water Main Improvements, the fee for engineering services is to be based on a percentage of actual construction cost. The total estimated construction cost will be \$115,000 as shown on the attached Engineering Cost Estimate and the engineering and inspection cost is estimated at \$19,500. This project will provide for replacing installing an 8 inch main from Highway 31 along the Railroad Tracks to Lot B-2. Hampel Oil is planning on placing a bulk plant at this location. Bob Hampel has verbally agreed to pay for the material cost of this project which is estimated at \$45,050.

Approved By

	Initial	Date
Department Head	DRM	09/30/11
City Manager	P. Stasiak 	10/03/11



MEHLBURGER BRAWLEY

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

WORK ORDER FOR PROFESSIONAL SERVICES

CITY OF MCALESTER / MCALESTER PUBLIC WORKS AUTHORITY

Project Number MC-11-05

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

Project Name: Taylor Industrial Park 8-inch Water Main to Lot B-2

Project Description:

Approximately 2,200 Linear Feet of 8-inch Water Main and associated appurtenances to serve Lot B-2.

- Prepare Engineering Plans and Specifications, for the referenced project.
- Prepare Application for "Permit to Construct" and Coordinate Submittal of P&S to the Oklahoma Department of Environmental Quality for approval.
- Prepare bid packages, and assist owner in obtaining bids from contractors for the construction of the improvements.
- Prepare contract documents, coordinate contract execution and perform preconstruction conference.
- Provide construction management services including review and approve material submittals, shop drawings, contractors pay estimates, change order requests, and work performed by the contractor.
- Provide Resident Project Representative Services during Construction.
- Perform all work in accordance with STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES as prepared by ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE (EJCDC).

For performing the services described, the Engineer is to be paid on the standard fee scale outlined in the EJCDC Contract. The fee is based on a percentage of actual construction cost. Based on an estimated construction cost of \$115,000.00 the engineering fee will be \$13,800.00 and the Resident Project Representative fee will be \$5,700.00


APPROVED:
City of McAlester

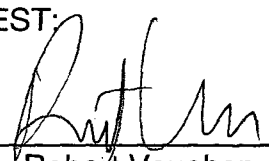
By: _____
Kevin Priddle
Mayor

ATTEST:

DATE: _____

ACCEPTED:
Mehlburger Brawley, Inc.

By:  _____
Dale Burke, P.E.
Vice President

ATTEST:  _____
Robert Vaughan, P.E.
Project Manager



MEHLBURGER BRAWLEY

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

Opinion of Probable Construction Cost

McAlester Public Works Authority

September 30, 2011

Page 1 of 1

Taylor Industrial Park, 8-inch Water Main to Lot B-2

Item	Description	Unit	Qty	Unit Price	Total Price
1	8-inch C-900 PVC Water Main, Materials	Linear Foot	2,200	\$ 15.00	\$ 33,000.00
2	8-inch Gate Valve and Box, Materials	Each	2	\$ 650.00	\$ 1,300.00
3	16-inch Railroad Bore, Steel Casing and 10-inch HDPE Carrier Pipe, Materials	Linear Foot	50	\$ 50.00	\$ 2,500.00
4	Fire Hydrant Assembly, Materials	Each	1	\$ 1,500.00	\$ 1,500.00
5	12"X8" Stainless Steel Tapping Tee and Valve, Materials	Each	1	\$ 4,500.00	\$ 4,500.00
6	Gravel Surface Repair, Materials	Linear Foot	150	\$ 5.00	\$ 750.00
7	8" to 8" Connection, Materials	Each	1	\$ 1,500.00	\$ 1,500.00
Materials Sub-Total					\$ 45,050.00
8	8-inch C-900 PVC Water Main Labor, Equipment, Disinfection, and Testing	Linear Foot	2,200	\$ 20.00	\$ 44,000.00
9	8-inch Gate Valve, Labor, Equipment, and Testing	Each	2	\$ 850.00	\$ 1,700.00
10	16-inch Railroad Bore, Steel Casing and 10-inch HDPE Carrier Pipe, Labor, Equipment, Disinfection, and Testing	Linear Foot	50	\$ 125.00	\$ 6,250.00
11	Fire Hydrant Assembly, Labor, Equipment and Testing	Each	1	\$ 1,000.00	\$ 1,000.00
12	12"X8" Stainless Steel Tapping Tee and Valve,, Labor, Equipment and Testing	Each	1	\$ 4,000.00	\$ 4,000.00
13	8" to 8" Connection, Labor, Equipment and Testing	Each	1	\$ 2,000.00	\$ 2,000.00
14	Gravel Surface Repair, Labor and Equipment	Linear Foot	150	\$ 5.00	\$ 750.00
Labor Sub-Total					\$ 59,700.00
	10% Contingency				\$ 10,250.00
Construction Total					\$ 115,000.00
Engineering					\$ 13,800.00
Resident Project Representative					\$ 5,700.00
ODEQ Permit					\$ 650.00
Total Project Cost					\$ 135,150.00



McAlester City Council

AGENDA REPORT

Meeting Date:	October 11, 2011	Item Number:	23
Department:	CM	Account Code:	
Prepared By:	Peter J. Stasiak, CM	Budgeted Amount:	
Date Prepared:	October 3, 2011	Exhibits:	1

Subject

Consider and act upon, authorizing the Mayor to sign a Right of Way and Easement between the City of McAlester and Public Service Company of Oklahoma, a unit of American Electric Power, 1 Riverside Plaza Columbus, OH 43215.


Recommendation

Motion to authorize Mayor to sign Right of Way and Easement to relocate a PSO transmission line.

Discussion

Public Service Company of Oklahoma will be relocating one of its existing transmission lines to an area extending northeasterly from its North McAlester Substation. The surveyed plat reflects those segments of the easement which would impact the City's property along the south and east end of the property. One of the more critical issues would be PSO's need to clear the right of way of trees within the proposed easement area; and of course intermittent ingress/egress during construction and thereafter for any maintenance issues which might rise.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head		
City Manager	P. Stasiak 	10/03/11

Line Name: 81-834A Tap to McAlester Sub
Line No. TLN114:00834A **Easement No.** 19

RIGHT OF WAY AND EASEMENT

THIS RIGHT OF WAY AND EASEMENT, made this _____ day of _____, 2011, by and between the City of McAlester, a municipal corporation, whose address is _____, McAlester, OK 74502, herein called "Grantor", whether one or more persons, and **Public Service Company of Oklahoma**, an Oklahoma corporation, a unit of American Electric Power, whose principal business address is 1 Riverside Plaza, Columbus, Ohio 43215, herein called "Grantee".

WITNESSETH:

That in consideration of Ten and NO/100 Dollars (\$10.00), and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the covenants hereinafter set forth, Grantor hereby grants, conveys, and warrants to the Grantee, its successors, assigns, lessees, tenants and licensees, a permanent right of way and easement, herein called "Easement", for electric transmission, distribution, and communication lines, being variable width, in, on, over, under, through and across the following described lands of the Grantor situated in:

Lot 47 and the 21.24 ac "condemned" tract of Townsite Addition No. 6, a part of the NE/4 of Section 32, Township 6N, Range 15E of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

The right of way and Easement shall be more fully described and depicted on Exhibit "A", a copy of which is attached hereto and made a part hereof.

GRANTOR ALSO GRANTS TO GRANTEE THE FOLLOWING RIGHTS:

Grantee has the right, now or in the future, to construct, reconstruct, operate, maintain, alter, inspect, patrol, protect, repair, replace, renew, upgrade, relocate within or along the centerline of the Easement, remove and replace poles, towers, and structures, made of wood, metal, concrete or other materials, including cross-arms, guys, anchors, anchoring systems, grounding systems, counterpoises, and all other appurtenant equipment and fixtures, and to string conductors, wires and cables, together with the right to add to said facilities from time to time, and the right to do anything necessary, useful or convenient for the enjoyment of the Easement herein granted, together with the privilege of removing at any time any or all of said facilities erected on the Easement.

GRANTOR FURTHER GRANTS TO GRANTEE the right in Grantee's discretion to cut down, trim, and otherwise control, using herbicides or tree growth regulators, or other means, and at the Grantee's option, to remove from the Easement any and all trees, overhanging branches, vegetation, brush, or other obstructions. Grantee shall also have the right to cut down, trim, remove, and otherwise control trees situated on lands of the Grantor which adjoin the Easement, when in the opinion of the Grantee those trees may endanger the safety of, or interfere with the construction, operation or maintenance of Grantee's facilities or ingress or egress to, from or along the Easement.

GRANTOR FURTHER GRANTS TO GRANTEE the right in Grantee's discretion to remove buildings, structures, or other obstructions in the Easement when in the opinion of the Grantee those improvements may endanger the safety of, or interfere with the construction, operation or maintenance of Grantee's facilities or ingress or egress to, from or along the Easement.

GRANTOR FURTHER GRANTS TO GRANTEE the right of unobstructed access, at any and all times, over, across and along the Easement, and the right of ingress and egress to and from the Easement from any existing access roads and lanes outside the Easement.

THIS GRANT IS FURTHER SUBJECT TO THE FOLLOWING CONDITIONS:

The Grantor reserves the right to cultivate, pasture or otherwise use the lands encumbered by this Easement in any way not inconsistent with the rights herein granted. However, Grantor shall not place, construct, install, erect or permit any temporary or permanent building, structure, advertising device, sign, dumpster, light pole, swimming pool, well, storage tank, obstruction, or use or store any hazardous/flammable material within the Easement. No shed, road, driveway, mounding, fill, excavation, water impoundment or tree plantings shall be permitted within the Easement without the written permission of the Grantee.

Grantee agrees to repair or pay the Grantor for damage to growing crops, fences, gates, field tile, drainage ways, drives, lawns, or structures caused by the Grantee in the exercise of the rights herein granted. Grantee further agrees to pay the prevailing market price for standing timber for any marketable trees cut down outside the Easement during construction or maintenance of Grantee's electric transmission, distribution, and communication lines.

This instrument contains the complete agreement, expressed or implied between the parties herein and shall inure to the benefit of and be binding on their respective successors, assigns, heirs, executors, administrators, lessees, tenants, and licensees.

City of McAlester

This Instrument was acknowledged before me on the _____ day of _____, 2011, by _____ as _____ of the City of McAlester, a municipal corporation.

Notary Public

Commission expires:

Exhibit "A"

PLAT SHOWING

AN ELECTRIC TRANSMISSION LINE CROSSING THE PROPERTY OF THE CITY OF MCALESTER, LOCATED IN LOT 47 AND THE 21.24 AC. "CONDEMNED" TRACT OF TOWNSITE ADDITION NO. 6, A PART OF THE NE/4 OF SECTION 32, TOWNSHIP 6 NORTH, RANGE 15 EAST OF THE INDIAN MERIDIAN, PITTSBURG COUNTY, OKLAHOMA

A variable width right of way comprised of three segments, being a part of Lot 47 and the 21.24 ac. tract "Condemned by the City of McAlester for Sewage Disposal Plant" as shown on the plat of Pittsburg County, Oklahoma, Townsite Addition No. 6, a part of the NE/4 of Section 32, Township 6 North, Range 15 East of the Indian Meridian, Pittsburg County, Oklahoma, Segment 1 being more particularly described as follows: Commencing at an Oklahoma Department of Transportation brass cap found for the NE corner of Section 32, thence with the North line of same, S88°33'13"W, a distance of 1,337.89 feet to the point of beginning of Segment 1, same being the Northeast corner of the above mentioned Lot 47; thence with the East line of Lot 47, S00°50'47"E, a distance of 330.02 feet to a point for the Southeast corner of same, said point also being in the North line of the above mentioned 21.24 acre tract; thence with said North line, N88°33'13"E, a distance of 37.20 feet to a point for the Northeast corner of said 21.24 acres; thence S01°26'47"E, a distance of 500.00 feet to a point for the most Northerly Southeast corner of said 21.24 acres; thence with the most Northerly South line of same, S88°33'13"W, a distance of 56.96 feet to "Point A"; thence N00°46'57"W, a distance of 790.30 feet; thence N04°28'37"E, a distance of 39.96 feet to a point on the North line of said Section 32; thence with said North line, N88°33'13"E, a distance of 9.93 feet to the point of beginning, containing 31,507 square feet or 0.723 acres of land.

Segment 2 - Commencing at the above mentioned "Point A" in the most Northerly South line of said 21.24 acres, thence with said most Northerly South line, S88°33'13"W, a distance of 692.75 feet to the point of beginning of this Segment 2 description; thence continue Westerly along said line, a distance of 409.76 feet to "Point B"; thence N46°40'40"E, a distance of 72.70 feet; thence S83°40'35"E, a distance of 358.93 feet to the point of beginning, containing 9,943 square feet or 0.228 acres of land.

Segment 3 - Commencing at the above mentioned "Point B" in the most Northerly South line of said 21.24 acres, thence with said most Northerly South line, S88°33'13"W, a distance of 160.53 feet to a point for a reentrant corner of said 21.24 acres; thence with the most Westerly East line of same, S01°26'31"E, a distance of 143.92 feet to the point of beginning of this Segment 3 description; thence continue S01°26'31"E along said line, a distance of 134.31 feet; thence S46°40'40"W, a distance of 34.25 feet; thence S87°40'26"W, a distance of 152.44 feet, said point bears N87°40'26"E, a distance of 152.06 feet from a point for the Southwest corner of said 21.24 acres; thence N46°40'40"E, a distance of 238.97 feet to the point of beginning, containing 13,661 square feet or 0.314 acres of land.

Total area of the three segments: 55,111 square feet or 1.265 acres.



BEARINGS SHOWN HEREON ARE GRID, BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NAD 83 (1996), SOUTH ZONE.

PUBLIC SERVICE COMPANY OF OKLAHOMA
TULSA, OKLAHOMA

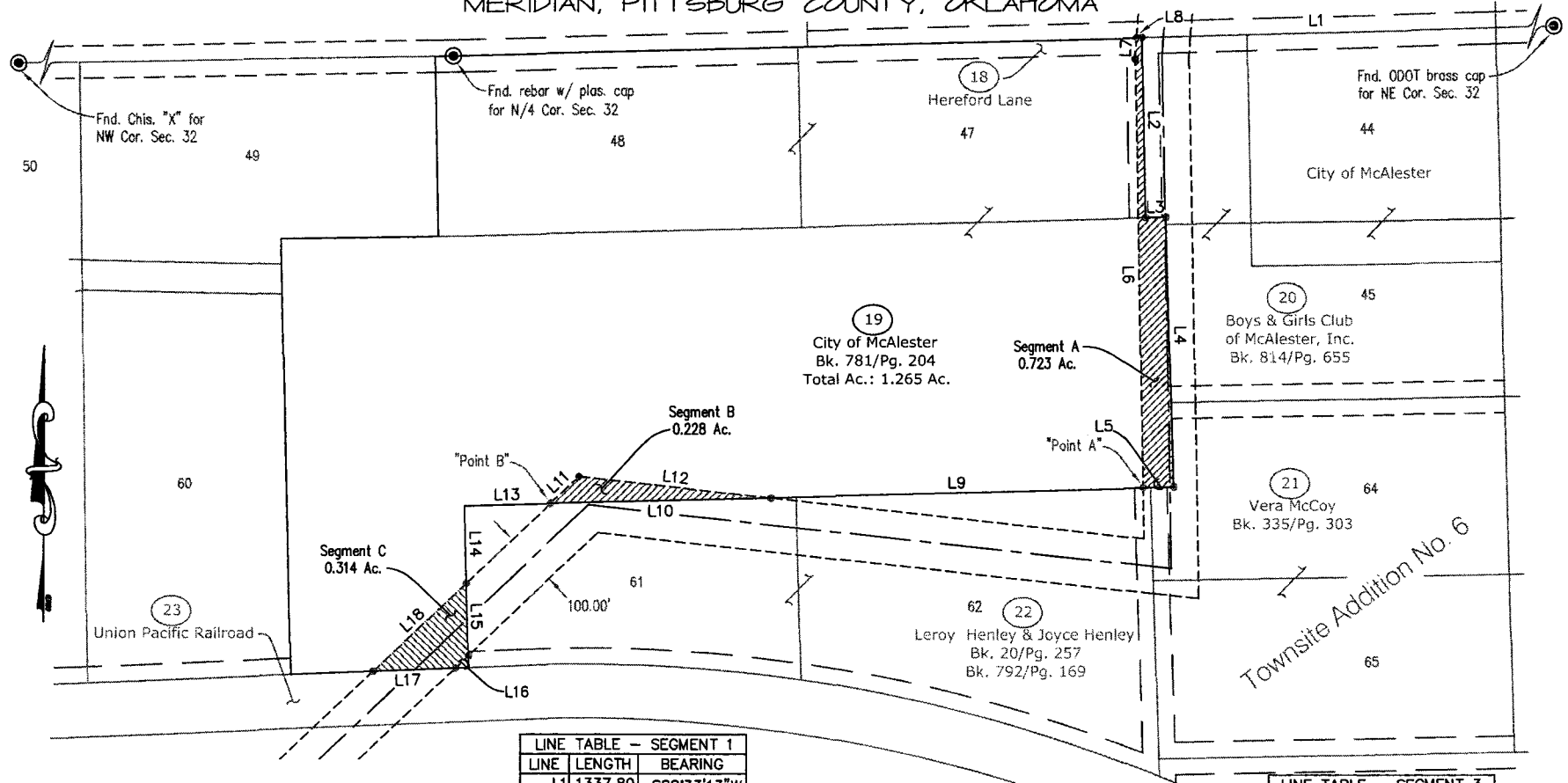
SURVEY AND MAPPING BY
JOHN M. WEBB AND ASSOCIATES, INC.
P. O. BOX 1146, BRANSON, MISSOURI, 65615

SCALE:	1"=300'
DATE:	4/25/2011
TRACT NO.:	19
W. O. NO.:	41612883.01
SHEET:	2 OF 2

Exhibit "A"

PLAT SHOWING

AN ELECTRIC TRANSMISSION LINE CROSSING THE PROPERTY OF THE CITY OF McALESTER, LOCATED IN LOT 47 AND THE 21.24 AC. "CONDEMNED" TRACT OF TOWNSITE ADDITION NO. 6, A PART OF THE NE/4 OF SECTION 32, TOWNSHIP 6 NORTH, RANGE 15 EAST OF THE INDIAN MERIDIAN, PITTSBURG COUNTY, OKLAHOMA



LINE TABLE - SEGMENT 1		
LINE	LENGTH	BEARING
L1	1337.89	S88°33'13"W
L2	330.02	S00°50'47"E
L3	37.20	N88°33'13"E
L4	500.00	S01°26'47"E
L5	56.96	S88°33'13"W
L6	790.30	N00°46'57"W
L7	39.96	N04°28'37"E
L8	9.93	N88°33'13"E

LINE TABLE - SEGMENT 2		
LINE	LENGTH	BEARING
L9	692.75	S88°33'13"W
L10	409.76	S88°33'13"W
L11	72.70	N46°40'40"E
L12	358.93	S83°40'35"E

LINE TABLE - SEGMENT 3		
LINE	LENGTH	BEARING
L13	160.53	S88°33'13"W
L14	143.92	S01°26'31"E
L15	134.31	S01°26'31"E
L16	34.25	S46°40'40"W
L17	152.44	S87°40'26"W
L18	238.97	N46°40'40"E



LEGEND

- 1 TRACT NO.
- PROPOSED PSO EASEMENT LIMITS

PUBLIC SERVICE COMPANY OF OKLAHOMA
TULSA, OKLAHOMA

SURVEY AND MAPPING BY
JOHN M. WEBB AND ASSOCIATES, INC.

P. O. BOX 1146, BRANSON, MISSOURI, 65615

SCALE: 1"=300'

DATE: 4/25/2011

TRACT NO.: 19

W. O. NO.: 41612883.01

SHEET: 1 OF 2

BEARINGS SHOWN HEREON ARE GRID, BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NAD 83 (1996), SOUTH ZONE.



McAlester City Council

AGENDA REPORT

Meeting Date: October 11, 2011
Department: City Manager
Peter Stasiak for
Prepared By: Councilman Harrison
Date Prepared: October 4, 2011

Item Number: 24
Account Code: N/A
Budgeted Amount: N/A
Exhibits: (2) Resolution, Definitions

Subject

Consider and act upon a Resolution of the City of McAlester supporting the development of a regional retail commercial shopping center to be located along the U.S. Highway 69 bypass corridor within the City of McAlester and declaring such development to be for the benefit of the City of McAlester and the southeast Oklahoma region.

Recommendation

Motion to approve and act upon a Resolution of the City of McAlester supporting the development of a regional retail commercial shopping center to be located along the U.S. Highway 69 bypass corridor within the City of McAlester and declaring such development to be for the benefit of the City of McAlester and the southeast Oklahoma region.

Discussion

Support of a regional retail commercial shopping center and expressing a willingness to consider various project incentives for the development of infrastructure and other purposes.

Approved By

Department Head
City Manager

P. Stasiak

Initial

PJS

Date

October 4, 2011

RESOLUTION NO. ____

A RESOLUTION OF SUPPORT FOR THE DEVELOPMENT OF A REGIONAL RETAIL COMMERCIAL SHOPPING CENTER TO BE LOCATED ALONG THE U.S. HIGHWAY 69 BYPASS CORRIDOR WITHIN THE CITY OF MCALESTER; AND DECLARING SUCH DEVELOPMENT TO BE FOR THE BENEFIT OF THE CITY OF MCALESTER AND THE SOUTHEAST OKLAHOMA REGION.

WHEREAS, the City of McAlester is the largest city within Southeast Oklahoma; and the McAlester Market Area comprises a population of nearly 50,000 residents; and

WHEREAS, the City of McAlester's geographic location and major highway access make it ideally suited to become the regional shopping hub for all of Southeast Oklahoma; and

WHEREAS, a gap analysis for the McAlester Market Area identified significant leakages in a number of retail categories wherein consumers' demand is outstripping the local economy's ability to supply that demand; and

WHEREAS, the U.S. Highway 69 bypass is zoned for high intensity commercial development and has daily traffic counts in excess of 20,000 vehicles; and

WHEREAS, the Comprehensive Plan for McAlester, Oklahoma established a policy to support the location of a regional shopping mall within the corporate limits of McAlester; and

WHEREAS, the City of McAlester recognizes that revenue from city sales tax receipts represents the largest single component of the city's operating budget; and

WHEREAS, the establishment of a regional retail commercial shopping center would increase sales tax revenue, increase net assessed valuation for property taxes, and provide additional local employment;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA:

SECTION 1: That the City of McAlester supports the development of a Regional, Super Regional or Power commercial shopping center along the U.S. Highway 69 bypass within the corporate limits of McAlester.

SECTION 2: That the City of McAlester supports the issuance of a Request For Proposal seeking qualified developers to submit proposals for a master planned development consistent with the goals of this resolution.

SECTION 3: That the City of McAlester expresses its willingness to consider various project incentives for the development of infrastructure and other purposes in connection with this project consistent with the public purpose and the city's financial abilities.

PASSED and APPROVED at the regular meeting of the City Council of the City of McAlester, Oklahoma, and duly signed by the Mayor this ____ Day of _____, 2011.

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

By _____
Kevin E. Priddle, Mayor

ATTEST:

Cora Middleton, City Clerk

Approved as to form and legality on this ____ day of _____, 2011.

William J. Ervin, City Attorney

International Council of Shopping Centers definitions:

Regional Center

Concept: General merchandise; Fashion (Mall, typically enclosed)

Square footage (incl. Anchors): 400,000 - 800,000

Acreage: 40 - 100

Anchors: 2 or more

Anchor Type: Full-line dept. store; jr. dept. store; mass merchant; disc. dept. store; fashion apparel

Anchor Ratio*: 50 - 70%

Primary Trade Area**: 5 -15 miles

Super Regional Center

Concept: Similar to Regional Center but has more variety and assortment

Square footage (incl. Anchors): 800,000+

Acreage: 60 - 120

Anchors: 3 or more

Anchor Type: Full-line dept. store; jr. dept. store; mass merchant; fashion apparel

Anchor Ratio*: 50 - 70%

Primary Trade Area**: 5 - 25 miles

Power Center

Concept: Category-dominant anchors; few small tenants

Square footage (incl. Anchors): 250,000 – 600,000

Acreage: 25 - 80

Anchors: 3 or more

Anchor Type: Category killer; home improvement; disc. dept. store; warehouse club; off-price

Anchor Ratio*: 75 - 90%

Primary Trade Area**: 5 - 10 miles

* The share of a center's total square footage that is attributable to its anchors

** The area from which 60 – 80% of the center's sales originate

Council Chambers
Municipal Building
Sept. 27, 2011

The McAlester Airport Authority met in a Regular session on Tuesday, Sept. 27, 2011, at 6:00 P.M. after proper notice and agenda was posted Sept. 23, 2011.

Present: Robert Karr, Buddy Garvin, Weldon Smith, Sam Mason, Steve Harrison,
John Browne & Kevin E. Priddle
Absent: None
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 September 13, 2011 Regular Meeting of the McAlester Airport Authority. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item B, regarding claims ending September 20, 2011. (*Toni Ervin, Interim Chief Financial Officer*) in the amount of \$499.32
- Confirm action taken on City Council Agenda Item D, to ratify the City of McAlester Code of Conduct and Ethics Governance Information Booklet. No changes proposed. (*Peter J. Stasiak, City Manager*)
- Confirm action taken on City Council Agenda Item 4, to adopt an ordinance of the City of McAlester, Oklahoma, amending the code of ordinances, Chapter 2, Article VII, amending Section 2-273 related to competitive bidding; providing for a severability clause; and declaring an emergency. (*Joe Ervin, City Attorney*)
- Confirm action taken on City Council Agenda Item 5, to adopt an ordinance of the City of McAlester, Oklahoma, amending the code of ordinances, Chapter 2, Article VII, amending Section 2-275 related to purchases by the Office of Central Purchasing; providing for a severability clause; and declaring an emergency. (*Joe Ervin, City Attorney*)

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

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

NAY: None

Chairman Priddle declared the motion carried.

ATTEST:

Kevin Priddle, Chairman

Cora Middleton, Secretary

Council Chambers
Municipal Building
Sept. 27, 2011

The McAlester Public Works Authority met in a Regular session on Tuesday, Sept. 27, 2011, at 6:00 P.M. after proper notice and agenda was posted Sept. 23, 2011.

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

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

- Approval of the Minutes from the September 13, 2011 Regular Meeting of the McAlester Public Works Authority (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item B, regarding claims ending September 6, 2011. (*Toni Ervin, Interim Chief Financial Officer*) in the amount of \$126, 639.09.
- Confirm action taken on City Council Agenda Item D, to ratify the City of McAlester Code of Conduct and Ethics Governance Information Booklet. No changes proposed. (*Peter J. Stasiak, City Manager*)
- Confirm action taken on City Council Agenda Item G, to authorize Mayor to sign a Ratification of Lease on July 28, 2010, between First National Bank & Trust Co., McAlester, Oklahoma and City of McAlester for described equipment: (*Peter J. Stasiak, City Manager*)
 - 2011 Freightliner M210633000#GVW Truck chassis VIN: 1FVACYBS1BDAY3398 with any and all equipment, accessories and attachments to said vehicle;
 - One new DuraPatcher Truck Mounted Style Spray Injection Road Repair Machine; and
 - One new DuraPatcher 6,000 gal. Gravity Feed Vertical Emulsion Storage Tank.
- Confirm action taken on City Council Agenda Item 2, an Appeal by Mr. Alan W. Martin for the rezoning of Lot 29 in the City of McAlester from R-1B (Single Family Residential District) to R-3 (Multi-Family Dwelling District) for the construction of an apartment complex. (*Peter J. Stasiak, City Manager*)
- Confirm action taken on City Council Agenda Item 3, an Appeal by Mr. Alan Martin for the closing of the west 30' of Eleventh Street, South of Illinois Avenue

abutting Lot 29, in Townsite Addition No. 4, Pittsburg County, State of Oklahoma. *(Peter J. Stasiak, City Manager)*

- Confirm action taken on City Council Agenda Item 4, to adopt an ordinance of the City of McAlester, Oklahoma, amending the code of ordinances, Chapter 2, Article VII, amending Section 2-273 related to competitive bidding; providing for a severability clause; and declaring an emergency. *(Joe Ervin, City Attorney)*
- Confirm action taken on City Council Agenda Item 5, to adopt an ordinance of the City of McAlester, Oklahoma, amending the code of ordinances, Chapter 2, Article VII, amending Section 2-275 related to purchases by the Office of Central Purchasing; providing for a severability clause; and declaring an emergency. *(Joe Ervin, City Attorney)*

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

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

NAY: None

Chairman Priddle declared the motion carried.

There being no further business to come before the Authority, Mr. Harrison moved for the meeting to be adjourned, seconded by Mr. Karr.

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

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

NAY: None

Chairman Priddle declared the motion carried.

Kevin Priddle, Chairman

ATTEST:

Cora Middleton, Secretary