



McAlester City Council

NOTICE OF MEETING

Regular Meeting Agenda

Tuesday, May 8, 2012 – 6:00 pm

McAlester City Hall – Council Chambers
28 E. Washington

Steve Harrison	Mayor
Weldon Smith	Ward One
Vacant	Ward Two
Travis Read	Ward Three
Robert Karr	Ward Four
Buddy Garvin	Ward Five
Sam Mason, Vice Mayor	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

Mother Stephanie Swinnea, All-Saints Episcopal Church

ROLL CALL

CITIZENS COMMENTS ON NON-AGENDA ITEMS

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

CONSENT AGENDA

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

- A. Approval of the Minutes from the April 10, 2012 Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of the Minutes from the April 13, 2012 Special Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- C. Approval of Claims for April 18 through May 1, 2012. *(Toni Ervin, Chief Financial Officer)*
- D. Ratify a One (1) year Lease Number 131 between City of McAlester and First National Bank for a 2009 M2-106 Freightliner tandem axle Truck VIN: 1FVHCYBS59DAN2552 and a 2009 M2-106 Freightliner tandem axle Truck VIN: 1FVHCYBS39DAN2551. *(Cora Middleton, City Clerk)*
- E. Ratify a One (1) year Lease Number 134 between City of McAlester and First National Bank for a 2006 Caterpillar D7R11WDA S/N#AEC00983 and a 2000 Al-Jon Trash Compactor S/N#13652 with all accessions and accessories. *(Cora Middleton, City Clerk)*

ITEMS REMOVED FROM CONSENT AGENDA**PUBLIC HEARING**

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

- An Ordinance of the City of McAlester, Oklahoma, 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, 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, Chief Financial Officer)*

Executive Summary

Motion to approve the budget amendment ordinance.

2. Submittal of the Preliminary Annual Operating Budget for FY 2012/2013. *(Toni Ervin, Chief Financial Officer for Peter J. Stasiak, City Manager)*

Executive Summary

Set a Special Workshop Session for May 15th to discuss and review the 2012/2013 Preliminary Budget.

3. Consider, and act upon, an Agreement with Liberty Pyrotechnics, LLC in the amount of \$13,495 for the 2012 Fireworks Display scheduled for July 4th. *(Mel Priddy, Director of Community Services)*

Executive Summary

Approve motion and sign agreement for the 2012 Firework Display with Liberty Pyrotechnics, LLC in the amount of \$13,495.00. Liberty is the lowest bidder and provides nearly twice the number of shots to be fired.

4. Consider, and act upon, an Agreement for Engineering Services with Meshek & Associates, PLC for the analysis of the upper 640 acres of the Tributary C drainage basin of Sandy Creek. *(John D. Modzelewski, P.E. City Engineer and Public Works Director)*

Executive Summary

Motion to approve authorizing the Mayor to sign an Agreement for Engineering Services with Meshek & Associates, PLC for the analysis of the upper 640 acres of the Tributary C drainage basin of Sandy Creek.

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

MAYORS COMMENTS AND COMMITTEE APPOINTMENTS

RECESS COUNCIL MEETING

CONVENE AS McALESTER AIRPORT AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the April 24, 2012 Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item C, regarding claims ending May 1, 2012. *(Toni Ervin, Chief Financial Officer)*

- Confirm action taken on City Council Agenda Item 1, 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, Chief Financial Officer*)
- Confirm action taken on City Council Agenda Item 2, Submittal of the Preliminary Annual Operating Budget for FY 2012/2013. *(Toni Ervin, Chief Financial Officer for Peter J. Stasiak, City Manager)*

ADJOURN MAA

CONVENE AS McALESTER PUBLIC WORKS AUTHORITY

Majority of a Quorum required for approval

- Approval of the Minutes from the April 24, 2012 Regular Meeting of the McAlester Public Works Authority *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item C, regarding claims ending May 1, 2012. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item D, Ratify a One (1) year Lease Number 131 between City of McAlester and First National Bank for a 2009 M2-106 Freightliner tandem axle Truck VIN: 1FVHCYBS59DAN2552 and a 2009 M2-106 Freightliner tandem axle Truck VIN: 1FVHCYBS39DAN2551. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item E, Ratify a One (1) year Lease Number 134 between City of McAlester and First National Bank for a 2006 Caterpillar D7R11WDA S/N#AEC00983 and a 2000 Al-Jon Trash Compactor S/N#13652 with all accessions and accessories. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item 1, 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, Chief Financial Officer*)
- Confirm action taken on City Council Agenda Item 2, Submittal of the Preliminary Annual Operating Budget for FY 2012/2013. *(Toni Ervin, Chief Financial Officer for Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 4, an Agreement for Engineering Services with Meshek & Associates, PLC for the analysis of the upper 640 acres of the Tributary C drainage basin of Sandy Creek. *(John D. Modzelewski, P.E. City Engineer and Public Works Director)*

ADJOURN MPWA

RECONVENE COUNCIL MEETING

ADJOURNMENT

CERTIFICATION

I certify that this Notice of Meeting was posted on this _____ day of _____, 2012 at _____ a.m./p.m. as required by law in accordance with Section 303 of the Oklahoma Statutes and that the appropriate news media was contacted. As a courtesy, this agenda is also posted on the City of McAlester website: www.cityofmcalester.com.

Cora M. Middleton, City Clerk

Council Chambers
Municipal Building
April 10, 2012

The McAlester City Council met in Regular session on Tuesday, April 10, 2012, at 6:00 P.M. after proper notice and agenda was posted, April 9, 2012, at 2:37 P. M.

Call to Order

Mayor Harrison called the meeting to order.

Linda Lowber, First Baptist Church led the Pledge of Allegiance and gave the invocation.

Roll Call

Council Roll Call was as follows:

Present: Weldon Smith, Travis Read, Robert Karr, Buddy Garvin, Sam Mason & Steve Harrison
Absent: None
Presiding: Steve Harrison, Mayor

Staff Present: Peter J. Stasiak, City Manager; John C. Modzelewski, City Engineer/Public Works Director; Mel Priddy, Community Services Director; David Medley, Utilities Director; Toni Ervin, Chief Finance Officer; William J. Ervin, City Attorney and Cora Middleton, City Clerk

Citizen's Comments on Non-agenda Items

Carol Ervin addressed the Council informing them that McAlester Main Street was in the middle of conducting a logo contest for the "Culture Fest" and that the details would be in the newspaper or interested parties could contact McAlester Main Street.

Consent Agenda

- A. Approval of the Minutes from the March 13, 2012 Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for March 21 through April 3, 2012 *(Toni Ervin, Chief Financial Officer)*
In the following amounts: General Fund - \$73,441.36; Nutrition - \$688.22; Landfill Res./Sub-Title D - \$58.87; Tourism Fund - \$3,350.00; SE Expo Center - \$2,800.75; E-911 -- \$2,266.66; Economic Development - \$86,392.72; Gifts & Contributions - \$534.00; Fleet Maintenance - \$18,998.63; Worker's Compensation - \$941.68 and CIP Fund - \$235,111.34.
- C. Consider and act upon a Resolution designating the Mayor, as the appropriate Officer of the City of McAlester, to receive, authorize and execute requests for sick leave, vacation

leave, and education or professional leave submitted by the McAlester City Clerk. (*Joe Ervin, City Attorney*)

- D. Concur with Mayor's Appointment of Stephen Foster to the Audit & Finance Advisory Committee for a term to expire March 31, 2014. (*Steve Harrison, Mayor*)

Vice-Mayor Mason requested that item "C" be removed for individual consideration.

A motion was made by Councilman Smith and seconded by Vice-Mayor Mason to approve Consent Agenda items "A, B and D". There was no discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

Items Removed from Consent Agenda

- C. Consider and act upon a Resolution designating the Mayor, as the appropriate Officer of the City of McAlester, to receive, authorize and execute requests for sick leave, vacation leave, and education or professional leave submitted by the McAlester City Clerk. (*Joe Ervin, City Attorney*)

Vice-Mayor Mason moved to approve RESOLUTION NO. 12-03, designating the Mayor, as the appropriate Officer of the City of McAlester, to receive, authorize and execute requests for sick leave, vacation leave, and education or professional leave submitted by the McAlester City Clerk. The motion was seconded by Councilman Karr.

Before the vote, Vice-Mayor Mason moved that in Section 2 of the Resolution that following "communicated to the City Manager", "and all Council members" be inserted. The motion was seconded by Councilman Garvin. There was no other discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

Councilman Read moved to open a Public Hearing concerning a recently completed Community Development Block Grant 2009 Small Cities Water and Sewer Line Project utilized for the City of McAlester's Wastewater Collection Rehabilitation Project #13614-CDBG-09 and one (1) Ordinance amending fiscal year 2011-2012 Budget. The motion was seconded by Councilman Read.

There was no vote and the Public Hearing was opened at 6:07 P.M.

Public Hearing

- A Public Hearing Notice to discuss the recently completed Community Development Block Grant 2009 Small Cities Water and Sewer Line Project utilized for the City of McAlester's Wastewater Collection Rehabilitation Project #13614-CDBG-09.

David Medley passed a sign in sheet around to the Council explaining that it was one of the requirements for the closing of the CDBG Grant. There were no other comments regarding the closing of the Grant project.

- 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.

There were no comments from the Council or the citizens regarding the Ordinance amending the budget for fiscal year 2011-2012 and Vice-Mayor Mason moved to close the Public Hearing. The motion was seconded by Councilman Smith, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried and the Public Hearing was closed at 6:11 P.M.

Scheduled Business

1. **TABLED FROM A PREVIOUS MEETING.** Discussion and possible action on Agreement between the City of McAlester and McAlester Public Schools for Funding of \$15,000 in support of the 2012 Junior Sunbelt Baseball Classic scheduled for June 7-14, 2012. (*Peter J. Stasiak, City Manager*)

Executive Summary

Agreement between the City of McAlester and McAlester Public Schools for Funding of \$15,000 in support of the 2012 Junior Sunbelt Baseball Classic scheduled for June 7-14, 2012.

A motion was made by Councilman Read and seconded by Councilman Karr to open the discussion on an Agreement between the City of McAlester and McAlester Public Schools for Funding of \$15,000 in support of the 2012 Junior Sunbelt Baseball Classic scheduled for June 7-14, 2012.

Before the vote, Manager Stasiak provided the Council with figures for last years Revenue and Expenses of the Sunbelt Classic. He informed the Council that he had received a request for \$15,000.00 support for the 2012 Sunbelt Classic.

After a lengthy discussion, between the Council, Larry Barnett and Manager Stasiak concerning the use of the funds, the effect that the Sunbelt Classic had on McAlester, the condition of Mike Deak Stadium and needing a budget amendment to properly address this request, Manager

Stasiak informed the Council that a budget amendment for this item would be submitted for consideration at the next meeting.

The Council took no vote on this item.

2. Consider and act upon accepting the annual Audited Financial Statements and Independent Auditor's Report for Fiscal Year ending June 30, 2011. *(Toni Ervin, Chief Financial Officer and Mike Gibson, Cole and Reed)*

Executive Summary

Consider and act upon accepting the annual audit for Fiscal Year ending June 30, 2011 for the City of McAlester.

A motion was made by Councilman Garvin and seconded by Vice-Mayor Mason to accept the annual Audited Financial Statements and Independent Auditor's Report for Fiscal Year ending June 30, 2011.

Before the vote, Mike Gibson a partner in Cole and Reed, P.C. briefly reviewed the Audit for Fiscal Year ending June 30, 2011. During his review he stated that his firm had issued an unqualified opinion meaning that the financial statements were presented in accordance with Generally Accepted Accounting Principles and they did not find or need to report any material weaknesses. He did comment on the change of how fund balances were now required to be presented.

After a brief discussion, regarding the timeliness of the audit, the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

3. Consider and act upon a "Use Permitted After Review" for an eye care office located in the Wade Watts Corridor. *(Peter J. Stasiak, City Manager)*

Executive Summary

Motion to approve a "Use Permitted After Review" for an eye care office located in the Wade Watts Corridor and authorizing the Mayor to sign the documents.

A motion was made by Councilman Smith and seconded by Councilman Karr to approve a "Use Permitted After Review" for an eye care office located in the Wade Watts Corridor.

Before the vote, Manager Stasiak informed the Council that the all required notices had been sent out and the Planning and Zoning Commission had unanimously voted to recommend the approval of the use permit. There was no other discussion and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

4. 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, Chief Financial Officer)*

Consider, and act upon, approval of the attached Transfer of Appropriations for FY 2011-2012. *(Toni Ervin, Chief Financial Officer)*

Executive Summary

Motion to approve the budget amendment ordinance.

Motion to approve the budget transfers as attached numbered.

ORDINANCE NO. 2418

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.

A motion was made by Councilman Karr and seconded by Councilman Smith to approve **ORDINANCE NO. 2418**, amending the Budget for Fiscal Year 2011-2012.

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

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

NAY: None

Mayor Harrison declared the motion carried.

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

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

NAY: None

Mayor Harrison declared the motion carried.

A motion was made by Councilman Read and seconded by Councilman Smith to approve the budget transfer. There was no discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

5. Consider and act upon awarding bid in the amount of \$35,920.00, for new carpet at the Expo Center in room 103 to Miller Brothers Enterprises, Inc., of McAlester, Oklahoma.
(Mel Priddy, Director Community Services)

Executive Summary

Motion to approve the award of bid to Miller Brothers Enterprises, Inc., for new carpet.

A motion to award a bid in the amount of \$35,920.00, for new carpet at the Expo Center in room 103 to Miller Brothers Enterprises, Inc., of McAlester, Oklahoma was made by Councilman Karr and seconded by Councilman Smith.

Before the vote, Mel Priddy addressed the Council explaining that only two (2) bids had been received and Miller Brothers Enterprises had been the lower of the two.

After a discussion among the Council concerning what area of the Expo would be carpeted, the number of bidders and abiding with Title 61 of the Oklahoma State Statutes the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

6. Discussion and possible action on accepting the 2009 CDBG Small Cities Grant for Water and Sewer Line Improvements Project #13914-CDBG-09 as completed and authorizing the Mayor to sign the attached documents. *(Peter J. Stasiak, City Manager)*

Executive Summary

Approve Motion to closeout the 2009 CDBG Small Cities Grant for Water and Sewer Line Improvements Project #13914-CDBG-09 as completed and authorizing the Mayor to sign the attached documents.

Councilman Karr moved to accept the 2009 CDBG Small Cities Grant for Water and Sewer Line Improvements Project #13914-CDBG-09 as completed and authorizing the Mayor to sign the attached documents. The motion was seconded by Councilman Smith.

Before the vote, Manager Stasiak explained that the 2009 CDBG Small Cities Grant for Water and Sewer Line Improvements Project #13914-CDBG-09 had been completed and all of the necessary documents had been submitted. He stated that the total cost of the project had been \$181,260.00 with fifty percent of the funding coming from the Department of Commerce and the other fifty percent coming from the City of McAlester.

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

AYE: Councilman Karr, Mason, Smith, Read & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried.

7. Discussion and possible action on authorizing the Mayor to sign an Engineering Services Agreement between the City of McAlester, Oklahoma and Meshek & Associates, PLC for the Mallard and Flamingo Drainage Improvement Design. (*John C. Modzelewski, PE, City Engineer and Public Works Director*)

Executive Summary

Motion to approve authorizing the Mayor to sign an Engineering Services Agreement between the City of McAlester and Meshek & Associates, PLC for the Mallard and Flamingo Drainage Improvement Design.

A motion was made by Councilman Read and seconded by Vice-Mayor Mason to authorize the Mayor to sign an Engineering Services Agreement between the City of McAlester, Oklahoma and Meshek & Associates, PLC for the Mallard and Flamingo Drainage Improvement Design.

Before the vote, Councilman Garvin commented that a lot of the items in the contract were not clear and he would like to have this item pulled for further consideration.

Mayor Harrison stated that only the person that submitted an item could pull it. The item could be tabled.

After discussion, among the Council and City Attorney Ervin regarding the language in various areas of the contract, missing attachments and the cost of the project, Councilman Garvin moved to table the item. The motion was seconded by Vice-Mayor Mason.

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

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

NAY: None

Mayor Harrison declared the motion carried.

Manager Stasiak requested that items "8 and 9" be pulled. He stated that there was more study work that needed to be accomplished. He added that a meeting with the contractors, engineers, City Attorney and staff had been scheduled. He requested that these possibly be brought back at a Special Meeting.

8. Consider and act upon, Change Order No. 2 to the contract with Outlaw Construction for Elks Road Improvements and authorize the Mayor to sign the Change Order in the amount of \$28,155.00. This will add fifteen days to the contract time. The Change Order also includes a request for fourteen weather days due to rain. The total of twenty nine days will change the substantial completion date to May 20, 2012. (*John C. Modzelewski, PE, City Engineer and Public Works Director*)

Executive Summary

Motion to approve Change Order No. 2 to the construction contract with Outlaw Construction for construction of the Elks Road Improvements.

Pulled.

9. Consider, and act upon, Change Order No. 3 to the contract with Outlaw Construction for Elks Road Improvements and authorize the Mayor to sign the Change Order in the amount of \$33,775.00. This will add seven days to the contract time and change the substantial completion date to May 27, 2012. *(John C. Modzelewski, PE, City Engineer and Public Works Director)*

Executive Summary

Motion to approve Change Order No.3 to the construction contract with Outlaw Construction for construction of the Elks Road Improvements.

Pulled.

New Business

There was no new business.

City Manager's Report

Manager Stasiak reported that the pre-construction meeting for the 12" water line would be tomorrow at 10:00 A.M. He reported that there had been a predevelopment meeting last week with the Planning and Zoning Department for a forty-four (44) single family homes subdivision on Ninth and near the frontage road of 69 Bypass.

Remarks and Inquiries by City Council

Councilmen Smith and Garvin did not have comments for the evening.

Councilman Read inquired about what was being done to fill the vacancies on the head count summary.

Manager Stasiak commented that the City was working aggressively to fill the positions. He informed the Council that interviews for the 911 positions had been done the past week, the Police Department was in the process of filling two (2) of those positions, and the Streets Department had lost a total of three (3) employees. He added that in the Police Department had been reduced by three (3) total personnel.

Councilman Read asked about the positions in the Fire Department.

Manager Stasiak stated that the City would fill those positions, that no positions would be held open.

Councilman Karr commented about the condition of the traffic lights at the intersections of Main and Electric and Main and Choctaw and asked if they could be repaired. He stated that he would like to see the Ordinance regarding mowing be put in the paper or in the water bill. He commented that the Pride clean up had looked very busy and asked how long it would continue.

Manager Stasiak answered that it would continue for three (3) more weekends opened on Saturdays from 9:00 A.M. to 3:00 P.M. and Sundays from 12:00 until 3:00 P.M.

Vice-Mayor Mason commented on the grass in the streets and stated that when the Ordinance had been passed the City Attorney at the time opinion had been that the Police Department could legally issue citations.

There was a brief discussion among the Council regarding the grass problem and the Ordinance.

City Attorney Ervin stated that a violation of City Code could be enforced by either the Code Department or the Police Department. He also mentioned the team that had been created to address abatement issues could have this matter added to their task. He added that he could review the Ordinance to see if it needed to be reworded.

Mayor's Comments and Committee Appointments

Mayor Harrison had no comments for the evening.

Recess Council Meeting

Mayor Harrison asked for a motion to recess the Regular Meeting to convene the Authorities. Councilman Smith moved to recess the Regular Meeting and convene the Authorities. The motion was seconded by Councilman Read.

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

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

NAY: None

Mayor Harrison declared the motion carried and the meeting was recessed at 7:16 P.M.

Reconvene Council Meeting

The Regular Meeting was reconvened at 7:19 P.M.

Councilman Karr moved to recess the Regular Meeting for an Executive Session in accordance with 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: Mitchell Weeks; and in accordance with Title 25, Sec. 307 (B) (2) to discuss negotiations concerning employees and representatives of employee groups: Peter J. Stasiak, City Manager and Cora Middleton, City Clerk. The motion was seconded by Vice-Mayor Mason.

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

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

NAY: None

Mayor Harrison declared the motion carried and the Regular Meeting was recessed at 7:19 P.M.

Executive Session

- 1) 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: Mitchell Weeks
- 2) Proposed executive session pursuant to Title 25, Sec. 307 (B) (2) to discuss negotiations concerning employees and representatives of employee groups: Peter J. Stasiak, City Manager and Cora Middleton, City Clerk.

Reconvene Council Meeting

- 1) Consider, and Act Upon the Mitchell Weeks Workers Compensation Claim
- 2) Consider, and Act Upon the City Manager Contract.

The Regular Meeting was reconvened at 9:01 P.M. Mayor Harrison reported that the Council had recessed the Regular Meeting for an Executive Session in accordance with 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: Mitchell Weeks; and in accordance with Title 25, Sec. 307 (B) (2) to discuss negotiations concerning employees and representatives of employee groups: Peter J. Stasiak, City Manager and Cora Middleton, City Clerk. Only those matters had been discussed, no action was taken, and the Council returned to open session at 9:01 P.M., and this constituted the Minutes of the Executive Session.

Mayor Harrison stated that additional information was needed for the first item so no action by the Council would be taken this evening and there would be no action taken on the second item.

Adjournment

There being no further business to come before the Council, Councilman Smith 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, Read & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried, and the meeting was adjourned at 9:02 P.M.

ATTEST:

Steve Harrison, Mayor

Cora Middleton, City Clerk

Council Chambers
Municipal Building
April 13, 2012

The McAlester City Council met in Special session on Friday, April 13, 2012, at 5:00 P.M. after proper notice and agenda was posted, April 11, 2012, at 4:51 P. M.

Call to Order

Mayor Harrison called the meeting to order.

Roll Call

Council Roll Call was as follows:

Present: Weldon Smith, Travis Read, Robert Karr, Buddy Garvin, Sam Mason & Steve Harrison
Absent: None
Presiding: Steve Harrison, Mayor

Staff Present: Peter J. Stasiak, City Manager; John C. Modzelewski, City Engineer/Public Works Director; William J. Ervin, City Attorney and Jennifer Santino, Planning and Community Development Administrative Assistant.

Scheduled Business

1. Consider and act upon, Change Order No. 2 to the contract with Outlaw Construction for Elks Road Improvements and authorize the Mayor to sign the Change Order in the amount of \$28,155.00. This will add fifteen days to the contract time. The Change Order also includes a request for fourteen weather days due to rain. The total of twenty nine days will change the substantial completion date to May 20, 2012. *(John C. Modzelewski, PE, City Engineer and Public Works Director)*

A motion was made by Councilman Karr and seconded by Councilman Garvin to approve Change Order No. 2 to the contract with Outlaw Construction for Elks Road Improvements and authorize the Mayor to sign the Change Order in the amount of \$28,155.00. This will add fifteen days to the contract time. The Change Order also includes a request for fourteen weather days due to rain. The total of twenty nine days will change the substantial completion date to May 20, 2012.

Before the vote, John Modzelewski addressed the Council explaining that this was the first of two (2) change orders that the City was requesting. He stated that both would help solve some problems at the Elks Road Project. He added that this change order had two (2) pieces; one was to add fourteen (14) weather days and the other was to add fifteen (15) days and add \$28,155.00 to install 1,285 linear feet of sub grade drainage along side the east side of the project. Mr.

Modzelewski informed the Council that this would change the substantial completion date to May 20, 2012.

After discussion between by Councilman Read and Robert Vaughan, Project Manager regarding the underground water, testing for the underground water, if further testing should have been done and how much of the road would have to be rebuilt, the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

2. Consider, and act upon, Change Order No. 3 to the contract with Outlaw Construction for Elks Road Improvements and authorize the Mayor to sign the Change Order in the amount of \$33,775.00. This will add seven days to the contract time and change the substantial completion date to May 27, 2012. *(John C. Modzelewski, PE, City Engineer and Public Works Director)*

A motion was made by Councilman Read and seconded by Councilman Garvin to approve Change Order No. 3 to the contract with Outlaw Construction for Elks Road Improvements and authorize the Mayor to sign the Change Order in the amount of \$33,775.00.

Before the vote, John Modzelewski addressed the Council stating that this would allow the continued work on solving the current problem with the construction project.

Councilman Read asked if Mr. Modzelewski thought this would dry the area out. Mr. Modzelewski answered that it was one (1) of two (2) methods and it should dry the area.

Mayor Harrison commented that with the with the two (2) change orders the project was still within the fifteen percent limitation on the total.

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

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

NAY: None

Mayor Harrison declared the motion carried.

Adjournment

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

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

NAY: None

Mayor Harrison declared the motion carried, and the meeting was adjourned at 5:12 P.M.

ATTEST:

Steve Harrison, Mayor

Cora Middleton, City Clerk

CLAIMS FROM

**APRIL 18, 2012
THRU
MAY 1, 2012**

VENDOR	NAME	ITEM #	G/T ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01	MISC VENDOR					
	CARY VAUGHN	I-201204193613	01 -5451331	EMPLOYEE TRAV FIRE FIGHTER ACADEMY	059639	147.11
	SHAWN SMITH	I-201204193615	01 -5653331	EMPLOYEE TRAV WORK COMP TRIAL	059640	152.74
	TONT ERVIN	I-201204193616	01 -5211331	EMPLOYEE TRAV TRAVEL EXP-INCODE TR. 4 EXP	059641	612.24
01-AC0026	AT & T LONG DISTANCE	I-201204263640	01 -5215315	TELEPHONE INTL PHONE UTIL-LONG DIST SVS	059673	237.62
01-AC0150	ACME JANITORIAL	I-593269	01 -1431232	OPERATING SUP MISC JANITORIAL SUPPLIES	059682	529.47
01-AC0259	APAC FLEX ONE	I-212237ER	01 -5653348	DRUG TESTING/ PSA & FLEX MONTHLY FEES	059684	50.00
		I-212237ER	01 -5653348	DRUG TESTING/ PSA & FLEX MONTHLY FEES	059684	50.00
01-AC0267	ATKINS	I-9995255277	01 -5432332	OPERATING SUP OXYGEN & SUPPLIES FOR EMS	059685	163.35
		I-9901610575	01 -5642723	REPAIRS & MAI MONTHLY BOTTLE LEASE	059685	48.78
		I-9901610575	01 -5143233	REPAIRS & MAI MONTHLY BOTTLE LEASE	059685	62.87
01-AC0280	ALERT-ALL CORP.	I-212040065	01 -5431329	PROMOTIONAL PROMOTIONAL SUPPLIES	059686	1,246.32
01-AC0369	ALLEGIANCE COMMUNICATIO	I-201204193608	01 -5431328	INTERNET SERV INTERNET SVS-N FIRE STATION	059692	62.95
		I-201204193606	01 -5431328	INTERNET SERV INTERNET SVS S FIRE STATION	059692	62.95
		I-201204263636	01 -5645328	INTERNET SERV INTERNET SVS-STREETS	059674	62.95
		I-201204263636	01 -5647203	REPAIRS & MAI INTERNET SVS-CEMETERY	059674	60.03
01-AC0450	AM LEONARD INC.	I-2112062305	01 -5542203	REPAIRS & MAI FERTILIZER SPREADER	059690	323.37
01-AC0500	AMERICAN MUNICIPAL SERV	I-201203013659	01 -2101	COLLECTION AG COURT COLLECTION FEES	059691	8,163.09
01-AC0751	ATWOODS	I-103579	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	059692	67.93
		I-103879	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	059692	75.96
		I-1174179	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	059692	69.95
		I-104579	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	059692	28.14
		I-104779	01 -5543203	REPAIRS & MAI MAINT SUPPLIES	059692	14.97
		I-105179	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	059692	33.98
01-AC0770	AUTO PARTS CO	I-904349	01 -5432203	REPAIR & MAIN MISC PARTS AS NEEDED	059694	19.39
		I-904366	01 -5649316	REPAIRS & MAI BATTERIES FOR SIRENS	059694	372.30
		I-904322	01 -5432203	REPAIR & MAIN MISC PARTS AS NEEDED	059694	39.73
		I-904329	01 -5432203	REPAIR & MAIN MISC PARTS AS NEEDED	059694	105.07
		I-904568	01 -5432203	REPAIR & MAIN MISC PARTS AS NEEDED	059695	129.60

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 PACKET: 00086 CLAIMS FOR 5/8/2012
 VENDOR SET: 01
 FUND : 01 GENERAL FUND

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000490	BRIGGS PRINTING	1-56292-5	01 -5215202	OPERATING SUP WINDOW ENVELOPES	059701	339.50
01-000704	CASCADE SERVICES	1-1100839	01 -5431330	DUES & SUBSCR SUBSCRIPTION FEE	059702	76.00
01-000320	CENTERPOINT ENERGY AKM	1-201204792639	01 -5215514	GAS UTILITY GAS UTIL-802 E HARRISON	059645	45.16
		1-201204263637	01 -5215514	GAS UTILITY GAS UTIL-315 E KRESS	059675	21.63
01-000435	CHIEF FIRE & SAFETY CO.	1-1706609	01 -5431203	REPAIRS & MAI MISC PARTS AS NEEDED	059704	1,192.78
01-000463	CITY MANAGERS ASSOCIATI	1-031299PM-09	01 -5210331	EMPLOYEE TRAV ADDN'L CLASS CHG-SFS CONF	059705	10.00
01-000721	COTTONWOOD INN BNS	1-11-02126	01 -5210331	EMPLOYEE TRAV TRAVEL EXP-OMEGA CONF	059707	489.60
01-000847	CRYSTAL DATA	1-18663	01 -5321202	OPERATING SUP PRINTER CARTRIDGE	059709	121.80
01-000056	BARRELL HEARON	1-201205013665	01 -5544308	CONTRACT LABO UMPIRE FEES - 8 GAMES	059711	200.90
01-000402	DIAMOND TROPHY	1-FAK3/2012	01 -5101309	MISCELLANEOUS PLAQUE FOR MAYOR PRIDDLE	059715	70.50
01-000540	DOLESE BROTHERS	1-5-38040-12	01 -5865218	STREET REPAIR GRAVEL FOR MISC REPAIRS	059716	467.66
		1-RMC2022955	01 -5865218	STREET REPAIR CONCRETE FOR MISC REPAIRS	059716	430.00
01-000165	EDMONDS COLE LAW FIRM	1-#1	01 -5214302	CONSULTANTS LEGAL FEES	059717	694.46
01-000259	ERCON ASPHALT & EMULSID	1-9400674586	01 -5865218	STREET REPAIR OIL FOR DURA PATCHER	059719	429.45
		1-9400816853	01 -5865218	STREET REPAIR OIL FOR DURA PATCHER	059719	402.95
		1-9400818205	01 -5865218	STREET REPAIR OIL FOR DURA PATCHER	059719	413.13
		1-9400818622	01 -5865218	STREET REPAIR OIL FOR DURA PATCHER	059719	419.46
01-000266	ERVIN & ERVIN ATTORNEYS	1-MAY 2012	01 -5214302	CONSULTANTS CITY ATTORNEY - LEGAL FEE	059721	3,125.06
01-000009	EASTENAL	1-CKMCA104103	01 -5542203	REPAIRS & MAI MISC REPAIR PARTS	059722	37.13
		1-CKMCA104354	01 -5542204	SMALL TOOLS DRILL FOR PARKS DEPT	059722	168.17
		1-CKMCA104995	01 -5542203	REPAIRS & MAI MISC REPAIR ITEMS	059722	14.70
		1-CKMCA105171	01 -5542203	REPAIRS & MAI MISC REPAIR ITEMS	059722	16.00

PACKET: 08086 CLAIMS FOR 5/5/2012

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00038 FSD EX					
	1-7-860-89061	01 -5321702	OPERATING SUP MISC MAILING PRES AS NEEDED	059723	13.17
01-P00140 FIRE SERVICE TRAINING					
	1-42155-PERRY	01 -5431331	EMPLOYEE TRAV FIRE ACADEMY FEB-PERRY	059724	1,115.00
	1-42155-VAUGHN	01 -5431331	EMPLOYEE TRAV FIRE ACADEMY FEB-VAUGHN	059724	1,115.00
01-P00170 FIRST NATIONAL BANK					
	1-202012-#133	01 -5321510	LEASE PAYMENT LEASE #133	059725	5,155.00
	1-201205013647	01 -5331510	LEASE PAYMENT PMT ON LEASE 132-AMBULANCE	059725	22,665.53
01-P00371 FIELDS PLUMBING					
	1-521514	01 -5544203	REPAIRS & MAINT PLUMB REPAIRS AT SBC	059726	322.16
01-G00010 G & G RENTAL CENTER, IN					
	1-11850	01 -5547203	REPAIRS & MAINT DEER PD FOR TRACHEE RENTA	059727	265.00
01-G00085 G. FARNBY & ASSOCIATES,					
	1-24136	01 -5542203	REPAIRS & MAINT PAINT & SUPPLIES - POOLS	059728	1,664.00
01-G00130 GALL'S, AN ARAMARK CO.,					
	0-511576476	01 -5431207	CLOTHING ALLO UNIFORM ALLOWANCE	059729	46.73
	0-511576480	01 -5431207	CLOTHING ALLO UNIFORM ALLOWANCE	059729	43.33
	0-512056564	01 -5431207	CLOTHING ALLO UNIFORM ALLOWANCE	059729	225.29
	0-512113538	01 -5431207	CLOTHING ALLO UNIFORM ALLOWANCE	059729	80.50
01-G00137 GARY ROE					
	1-201205013657	01 -5544109	CONTRACT LABO UMPIRE FEES - 5 GAMES	059730	200.00
01-G00263 GEORGE HALIBURTON					
	1-104 12-001	01 -5502316	ARRANGEMENTS CONTRACT MOWING	059731	594.00
01-G00490 GRISBOM IMPLEMENT INC					
	1-262069	01 -5542203	REPAIRS & MAINT WEEDEATER & MOWER PARTS	059733	64.54
	1-262070	01 -5542203	REPAIRS & MAINT WEEDEATER & MOWER PARTS	059733	24.65
	1-262610	01 -5542203	REPAIRS & MAINT WEEDEATER & MOWER PARTS	059733	193.12
01-H00075 HARRIS CONSTRUCTION SER					
	1-11013	01 -5565213	STREET REPAIR HAULING FEE FOR SCREENING	059735	224.39
01-I00061 KICOH USA, INC.					
	1-5027720675	01 -5321308	CONTRACTED SH METER READ; BASE CHARGE	059737	58.06
01-I00110 IMPRESS OFFICE SUPPLY					
	1-033854	01 -5321207	OPERATING SUP MISC OFFICE SUPPLIES	059738	16.99
	1-033867	01 -5321207	OPERATING SUP MISC OFFICE SUPPLIES	059738	16.76
	1-033868	01 -5544202	OPERATING SUP OFFICE SUPPLIES	059738	9.00
	1-033871	01 -5321202	OPERATING SUP MISC OFFICE SUPPLIES	059738	9.25
	1-033873	01 -5321202	OPERATING SUP MISC OFFICE SUPPLIES	059738	47.63

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VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-100120 TYLER TECHNOLOGIES					
	I-201205013659	01 -5213336	FEES MONTHLY SUPPORT FEES-COUNT	059739	200.00
	I-201215013659	01 -5223349	SOFTWARE MAIN MONTHLY SUPPORT FEES-NETWORK	059739	200.00
01-100259 IRRIGATION STATION ORG					
	C-000104392	01 -5542203	REPAIRS & MAI IRRIGATION SYS REPAIR PTS	059741	44.42-
	I-00136817	01 -5542203	REPAIRS & MAI IRRIGATION SYS REPAIR PTS	059741	113.84
01-100326 JIM MIZE					
	I-201205013651	01 -5544308	CONTRACT LABO UMPIRE FEES-8 GAMES	059743	200.00
01-K00059 KAREN BOATHIGHT					
	I-201204243641	01 -5213331	EMPLOYEE TRAV TRAVEL EXP-Z FMR INCODE TR.	019676	812.76
01-K00108 KEITH A LYON					
	I-0003	01 -5543316	REPAIRS & MAI PISO REPAIR & STIPE POOL	059747	660.00
01-K00175 KEVIN WASHINGTON					
	I-201205013653	01 -5544308	CONTRACT LABO UMPIRE FEES - 8 GAMES	059748	200.00
01-K00205 KIAMICHI AUTOMOTIVE					
	I-112742	01 -5431203	REPAIRS & MAI PARTS AS NEEDED	059749	159.16
01-K00254 KIMBERLY LITZIK					
	I-201205013649	01 -5212308	CONTRACTED SE CONTRACT RECEPTION SVS	059750	110.00
01-K00263 KNOWLES PUBLISHING INC					
	I-0010955	01 -5553350	DUES & SUBSCR EMPLOYEE LEGAL GUIDE #15	059751	37.00
01-100428 LOWE'S CREDIT SERVICES					
	C-02703	01 -5431202	OPERATING SUP SUPPLIES	059755	29.90-
	C-00810	01 -5431202	OPERATING SUP SUPPLIES AS NEEDED	059755	54.98-
	C-12094	01 -5565203	REPAIR & MAIN MAINT SUPPLIES	059755	170.05-
	C-909065	01 -5565203	STREET REPAIR MISC MAINT SUPPLIES	059755	119.00-
	I-01033	01 -5565203	STREET REPAIR MISC MAINT SUPPLIES	059755	471.20
	I-01146	01 -5548316	REPAIRS & MAI MISC MAINT SUPPLIES	059755	49.97
	I-01161	01 -5565203	STREET REPAIR MISC MAINT SUPPLIES	059755	113.05
	I-01516	01 -5565203	REPAIR & MAIN MAINT SUPPLIES	059755	301.87
	I-01703	01 -5548316	REPAIRS & MAI MISC MAINT SUPPLIES	059755	35.97
	I-02411	01 -5548316	REPAIRS & MAI MISC MAINT SUPPLIES	059755	213.18
	I-02729	01 -5548316	REPAIRS & MAI MISC MAINT SUPPLIES	059755	110.12
	I-03396	01 -5548316	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	059755	42.01
	I-03939	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	059756	8.49
	I-08235	01 -5431202	OPERATING SUP SUPPLIES AS NEEDED	059756	75.09
	I-09813	01 -5431202	OPERATING SUP SUPPLIES AS NEEDED	059756	59.64
	I-10672	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	059756	107.86
	I-14965	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	059756	33.23
	I-901020	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	059756	36.78
	I-901210	01 -5548316	REPAIRS & MAI MISC MAINT SUPPLIES	059756	26.42

PACKET: 08096 CLAIMS FOR 5/8/2012

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-100428 LOWE'S CREDIT SERVICES	continued				
	1-902792	01 -5431202	OPERATING SUP. SUPPLIES	059756	277.35
01-M00290 MAXWELL SUPPLY					
	1-981432	01 -5465218	STREET REPAIR COMPACTOR; W/8 PLATE 1	059758	1,492.68
01-M00325 MICHAEL T DAWKINS					
	1-201201013654	01 -5544308	CONTRACT LABO IMPIRE FEES - 4GAMES	059760	100.30
01-M00470 MILLER BROTHERS ENTERPR					
	1-12120-06	01 -5548316	REPAIRS & MAI REPAIR PARTS NEEDED	059761	265.80
01-M00598 RICK MCFADDEN					
	1-001928	01 -5885218	STREET REPAIR 9TH ST CANAL FENCE REPAIR	059765	750.10
01-M00726 MC DONALDS RESTAURANT					
	1-000001	01 -5321202	OPERATING SUP MEALS FOR PRISONERS	059767	3.29
	1-000002	01 -5321202	OPERATING SUP MEALS FOR PRISONERS	059767	3.29
	1-000003	01 -5321202	OPERATING SUP MEALS FOR PRISONERS	059767	3.29
	1-000004-1	01 -5321202	OPERATING SUP MEALS FOR PRISONERS	059767	5.36
	1-000005	01 -5321202	OPERATING SUP MEALS FOR PRISONERS	059767	3.29
	1-000006	01 -5321202	OPERATING SUP MEALS FOR PRISONERS	059767	2.68
	1-000007	01 -5321202	OPERATING SUP MEALS FOR PRISONERS	059767	8.04
	1-000008	01 -5321202	OPERATING SUP MEALS FOR PRISONERS	059767	18.52
	1-000009	01 -5321202	OPERATING SUP MEALS FOR PRISONERS	059767	6.58
	1-000010	01 -5321202	OPERATING SUP MEALS FOR PRISONERS	059767	4.88
	1-000011	01 -5321202	OPERATING SUP MEALS FOR PRISONERS	059767	4.88
	1-000012	01 -5321202	OPERATING SUP MEALS FOR PRISONERS	059767	14.61
	1-000013	01 -5321202	OPERATING SUP MEALS FOR PRISONERS	059767	8.04
	1-000014	01 -5321202	OPERATING SUP MEALS FOR PRISONERS	059767	4.88
	1-000015	01 -5321202	OPERATING SUP MEALS FOR PRISONERS	059768	8.04
	1-000016	01 -5321202	OPERATING SUP MEALS FOR PRISONERS	059768	9.28
	1-000017	01 -5321202	OPERATING SUP MEALS FOR PRISONERS	059768	7.68
	1-000018	01 -5321202	OPERATING SUP MEALS FOR PRISONERS	059768	4.88
	1-000019	01 -5321202	OPERATING SUP MEALS FOR PRISONERS	059768	4.88
	1-000020	01 -5321202	OPERATING SUP MEALS FOR PRISONERS	059768	4.76
	1-000021	01 -5321202	OPERATING SUP MEALS FOR PRISONERS	059768	2.29
	1-000022	01 -5321202	OPERATING SUP MEALS FOR PRISONERS	059768	5.17
	1-000023	01 -5321202	OPERATING SUP MEALS FOR PRISONERS	059768	2.29
	1-000024	01 -5321202	OPERATING SUP MEALS FOR PRISONERS	059768	7.24
	1-000025	01 -5321202	OPERATING SUP MEALS FOR PRISONERS	059768	4.88
	1-000026	01 -5321202	OPERATING SUP MEALS FOR PRISONERS	059768	4.58
	1-000027	01 -5321202	OPERATING SUP MEALS FOR PRISONERS	059768	10.58
01-M00252 MCALISTER NEW HOLLAND					
	1-CITYOFMCAU	01 -5542203	REPAIRS & MAI W/WEATEER W/BIKE HANDLE	059769	551.00
01-M00193 NATIONAL SAFETY COUNCIL					
	1-553164-2012	01 -5563213	SAFETY SUPPLY MEMBERSHIP RENEWAL	059770	295.00

PACKET: 08056 CLAIMS FOR 5/8/2012

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-N00250	MCALISTER NEWS CAPITAL					
		1-05600586	01 -5544203	REPAIRS & MAT ADS FOR SRC LEAGUES	059770	132.00
		1-05600587	01 -5211202	OPERATING SUP AD FOR 2012 AUDITOR	059771	44.34
		1-05600590	01 -5212317	ADVERTISING & PUBLICATIONS AS NEEDED	059771	20.20
01-N00270	NIX FORD MERCURY INC.					
		1-70141	01 -5225401	COMPUTER TECH FLOOR LINERS FOR NEW VEH	059772	261.75
01-N00343	NORTHERN SAFETY CO INC					
		1-2324485001919	01 -5863204	SMALL TOOLS RAIN COATS FOR CREWS	059774	38.53
		1-2329686101012	01 -5863213	SAFETY SUPPLI SAFETY SUPPLIES	059774	679.96
01-000070	OGIZELA MOWER SHOP					
		1-00127165	01 -5431316	REPAIRS & MAI MISC REPAIRS AS NEEDED	059776	5.70
01-000380	OKLA ST FIREFIGHTERS					
		1-2012 REG	01 -5441330	DUES & SUBSCR REGISTRATION FEE	059784	200.00
01-000420	OKLA UNIFORM BUILDING C					
		1-407	01 -5652336	FEES BLDG PERMIT FEES AS NEEDED	059785	10.64
01-000570	OKL-OK INDEPENDENT LMT					
		1-052012-2010/2011	01 -5101355	OKL-OK FOR IN CONTRACT WITH OTL	059786	1,940.00
01-000530	OKL-OK MUNICIPAL LEAGUE					
		1-030342	01 -5101330	DUES & SUBSCR MAYORS COUNCIL OF OK DUES	059787	305.00
01-000533	OKLA STATE BOARD OF VET					
		1-11-02449	01 -5532202	OPERATING SUP LICENSE RENEWAL-BASS	059789	40.50
01-000556	OMAG-OK MUNICIPAL ASSUR					
		1-26496	01 -5215321	AUTO INSURANC HAZMAT TRAILER	059789	39.17
		1-26496	01 -5215321	AUTO INSURANC FORD ESCAPE-1T	059789	227.72
		1-26496	01 -5215321	AUTO INSURANC 4400 FIRE TRUCK	059789	207.08
		1-26496	01 -5215321	AUTO INSURANC F350 AMBULANCE	059789	264.02
		1-26496	01 -5215327	LIABILITY INS VIBRATOR ROLLER	059789	51.22
01-000590	OSU-CENTER FOR EXECUTIV					
		1-2131	01 -5213331	EMPLOYEE TRAV OMCA CONF FEES-2 EMP	059790	390.00
01-P00079	PAHLI N. JOSLIN					
		1-437	01 -5324204	CLOTHING ALLO DISPATCH CLOTHING ALLO	059791	440.00
01-P00133	PATROL TECHNOLOGY					
		1-47109	01 -5321202	OPERATING SUP BADGES FOR OFFICERS	059792	88.38
01-P00148	PAVING MAINTENANCE SUP					
		1-10104157	01 -5865203	REPAIR & MAIN TRAFFIC PAINT	059793	1,950.00

PACKET: 08086 CLAIMS FOR 5/5/2012

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00242 PETER STASIAK	1-201204193614	01 -5210331	EMPLOYEE TRAV TRAVEL EXP SHALE SCHOOL	059647	161.49
01-P00250 PETTY CASH	1-201204193612	01 -5542203	REPAIRS & MAI TRAVEL EXP-FU TREES FOR PARKS	059648	9.55
	1-201204193612	01 -5542203	REPAIRS & MAI TRAVEL EXP-FU TREES FOR PARKS	059648	11.39
	1-201204193612	01 -5542203	REPAIRS & MAI SHIPPING FEES	059648	10.01
	1-201204193612	01 -5210331	EMPLOYEE TRAV TRAVEL EXP-INCODE TRAINING	059648	41.59
	1-201204193612	01 -5210331	EMPLOYEE TRAV TRAVEL EXP-INCODE TRAINING	059648	233.04
	1-201204193612	01 -5210331	EMPLOYEE TRAV TRAVEL EXP-INCODE TRAINING	059648	253.42
	1-201204193612	01 -5431212	FUEL EXPENSE FUEL EXP	059648	42.49
	1-201204193612	01 -5420202	OPERATING EXP SHIPPING FEES	059648	11.35
	1-201204193612	01 -5210331	EMPLOYEE TRAV TRAVEL EXP-INCODE TRAINING	059648	48.99
	1-201204193612	01 -5431212	FUEL EXPENSE FUEL EXP	059648	74.63
01-P00350 PA COUNTY TAG AGENCY	1-11-02491	01 -5431202	OPERATING SUP TAG FOR NEW AMBULANCE	059790	47.00
01-P00550 PUBLIC SERVICE/EEP	1-201204263638	01 -5215313	ELECTRIC UTIL ELECT UTIL-PO/NARC	059677	70.36
	1-201204263638	01 -5215313	ELECTRIC UTIL ELECT UTIL-607 VILLAGE BLVD	059677	503.59
	1-201204263638	01 -5215313	ELECTRIC UTIL ELECT UTIL-KOMAR PARK	059677	62.19
	1-201204263638	01 -5215313	ELECTRIC UTIL ELECT UTIL-KOMAR FAY	059677	40.65
01-R00050 RADIO SHACK	1-022995	01 -5565202	OPERATING SUP BATTERIES FOR RADIOS	059798	69.99
	1-035244	01 -5321325	FIRING RANGE PA SYSTEM - FIRING RANGE	059798	147.97
01-R00482 RONALD W BARNES	1-201205013650	01 -5544308	CONTRACT LABO UMPIRE FEES-4 GAMES	059799	100.00
01-R00485 PAINTER'S PRICE	1-SDMT 4-27-12	01 -5543316	REPAIRS & MAI LABOR TO POWER WASH AND	059800	2,250.00
01-S00013 SAF-T-GLOVE INC	1-109599-01	01 -5542203	REPAIRS & MAI SAFETY SUPPLIES	059802	99.54
01-S00180 SECURITY SYS. & ENG. IN	1-27777	01 -5321308	CONTRACTED SE QTRLY ALARM MONITORING FEE	059804	45.00
	1-27778	01 -5320306	CONTRACTED SE QTRLY ALARM MONITORING	059804	45.00
	1-27779	01 -5321325	FIRING RANGE QTRLY ALARM MONITORING	059804	45.00
01-S00233 SHANNON JOHNSTON	1-201205013648	01 -5212308	CONTRACTED SE CONTRACT RECEPTION SVS	059806	162.50
01-S00350 SIGNS BY JADE	1-11-02411	01 -5321202	OPERATING SUP CHANGE NUMBER ON VEHICLES	059808	35.00
01-S00366 SIMPLEXGANNETT LP					

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PACKET: 05096 CLAIMS FOR 5/8/2012

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-590260 SIMPLEXGRINELL LP		continued			
	I-75100477	01 -5548516	REPAIRS & MAI YEARLY CONTRACT FEES	059409	4,118.00
01-590726 STAPLES ADVANTAGE					
	C-02079	01 -5320202	OPERATING EXP OPEN PO FOR MISC SUPPLIES	059811	89.72-
	C-0171933416	01 -5431202	OPERATING SUP SUPPLIES AS NEEDED	059811	149.99-
	I-02078	01 -5320202	OPERATING EXP OPEN PO FOR MISC SUPPLIES	059811	10.68
	I-14959	01 -5225401	COMPUTER TECH SOFTWARE & ROUTER	059811	36.08
	I-21232	01 -5225401	COMPUTER TECH SOFTWARE & ROUTER	059811	121.47
	I-21725	01 -5225401	COMPUTER TECH SOFTWARE & ROUTER	059811	24.71
	I-23774	01 -5225401	COMPUTER TECH SOFTWARE & ROUTER	059811	119.97
	I-2171033417	01 -5431202	OPERATING SUP SUPPLIES AS NEEDED	059811	122.39
	I-3173045673	01 -5211202	OPERATING SUP OFFICE SUPPLIES AS NEEDED	059811	86.95
01-700056 TED ALEXANDER					
	I-201205013652	01 -5544308	CONTRACT LABO UMPIRE FEES-9 GAMES	059812	250.00
01-700071 TERRY GREEN					
	I-201205013656	01 -5544308	CONTRACT LABO UMPIRE FEES - 4 GAMES	059812	100.00
01-700101 THOMPSON PUBLISHING GRO					
	I-824787881	01 -5210933	DUES & SUBSCR OKLA STAT EDITIONS	059814	120.00
01-700537 TRAVIS, WOLFF & CO, LLP					
	I-9926532	01 -5603508	CONTRACTED BK & QTR PLAN ADMIN CHG	059815	640.00
01-700548 TREATS SOLUTIONS INC					
	I-059841	01 -5542203	REPAIRS & MAI JANITORIAL SUPPLIES	059816	304.50
01-700640 WALMART COMMUNITY SRC					
	I-002608	01 -5542203	REPAIRS & MAI MISC OPERATING SUPPLIES	059822	23.80
	I-002798	01 -5431202	OPERATING SUP SUPPLIES AS NEEDED	059822	115.57
	I-504499	01 -5542203	REPAIRS & MAI MISC OPERATING SUPPLIES	059822	35.65
	I-00309	01 -5548516	REPAIRS & MAI WALKING TALKIES	059822	79.74
	I-01699	01 -5431202	OPERATING SUP SUPPLIES AS NEEDED	059822	89.59
	I-04196	01 -5210202	OPERATING SUP SUPPLIES FOR MOST TRAININ	059822	37.60
	I-04469	01 -5542203	REPAIRS & MAI MISC OPERATING SUPPLIES	059822	116.52
	I-05408	01 -5659213	SAFETY SUPPLI SUPPLIES FOR SAFETY AWARD	059822	21.75
	I-06431	01 -5431202	OPERATING SUP SUPPLIES AS NEEDED	059822	278.00
	I-901697	01 -5431202	OPERATING SUP SUPPLIES AS NEEDED	059822	94.77
	I-906914	01 -5431202	OPERATING SUP SUPPLIES AS NEEDED	059822	34.84
01-700192 WEBBOAT PROD. MFG BY VT					
	I-0123499-IN	01 -5542202	OPERATING SUP PICNIC TABLE FOR PARK	059823	1,460.00
01-700195 WELDON PARTS INC.					
	I-789102-00	01 -5432293	REPAIR & MAIN MISC PARTS AS NEEDED	019824	29.30
01-700270 WHITE ELECTRICAL SUPPLY					

PACKET: 05096 CLAIMS FOR 5/5/2012

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR NAME	ITEM #	S/D ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-WB0270 WHITE ELECTRICAL SUPPLY continued					
	1-S1459689.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	059827	1.76
	1-S1454887.002	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	059827	56.23
	1-S1457216.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	059827	25.08
	1-S1457947.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	059827	378.83
	1-S1458237.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	059827	147.01
	1-S1458430.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	059827	17.05
	1-S1459700.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	059827	409.40
	1-S1460642.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	059827	22.70
	1-S1462332.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	059827	55.45
	1-S1462664.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	059827	25.25
	1-S1464277.001	01 -5548203	REPAIRS & MAI SUPPLIES FOR STIFF CIR	059827	342.85
	1-S1464277.002	01 -5548203	REPAIRS & MAI SUPPLIES FOR STIFF CIR	059827	10.43
	1-S1464941.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	059827	33.95
	1-S1464612.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	059827	26.27
	1-S1465729.001	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	059828	75.57
01-X00020 XEROX CORP-MAJOR ACCOUNT					
	1-503594299	01 -5215317	EQUIPMENT REN LEASE FEE FOR COPIERS	058829	1,946.15
FUND 01 GENERAL FUND TOTAL:					85,863.91

PACKET: 08086 CLAIMS FOR 5/8/2012

VENDOR SET: 01

FUND : 02 MWMA

VENDOR	NAME	ITEM #	S/F: ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-ACC0103	ACCURATE LABS & MINING					
		I 2510080	02 -5974304	LAB TESTING MONTHLY TESTING FEES	059681	90.00
		I 2510081	02 -5974304	LAB TESTING MONTHLY TESTING FEES	059682	115.00
		I-2510084	02 -5974304	LAB TESTING MONTHLY TESTING FEES	059681	150.00
01-ACC0272	ALDENSON REGIONAL LANDF					
		I-304107	02 -5864308	CONTRACTED LA ROLL OFF DUMP FEES	059686	2,946.50
01-ACC0362	ALLEGIANCE COMMUNICATIO					
		I-201204193608	02 -5975328	INTERNET SERV INTERNET SVS-UTX ON HEREFORD	059642	62.95
01-ACC0423	ALLIED WASTE SERVICES C					
		I-201204193611	02 -5866306	CONTRACTED RE WASTE SVS FEES - MARCH 2012	059643	145,255.38
		I-201204193611	02 -5866306	CONTRACTED RE CREDIT FOR BAD DEBTS	059643	213.54-
		I-201204193611	02 -5866306	CONTRACTED RE ADJUSTMENT FOR OVERRILLING	059643	1,484.30-
01-ACC0430	ALTIOTA					
		I-222197	02 -5974206	CHEMICALS ALUM FOR WTP	059683	3,208.12
01-ACC0582	AD&T					
		I-201204193607	02 -5267315	TELEPHONE UTX PHONE UTIL-INTERNET AT CITY HA	059644	875.20
01-ACC0751	ATWOODS					
		I 10347/9	02 -5974203	REPAIRS & MAI MISC SUPPLIES AS NEEDED	059692	71.08
		I 10347/9	02 -5974203	REPAIRS & MAI MISC SUPPLIES AS NEEDED	059652	117.94
01-ACC0760	BEMAC SUPPLY					
		I 81653566.001	02 -5974203	REPAIRS & MAI MISC SUPPLIES AS NEEDED	059699	33.12
		I-81654879.001	02 -5974203	REPAIRS & MAI MISC SUPPLIES AS NEEDED	059699	17.25
		I 81655950.001	02 -5975202	OPERATING SUP MISC REPAIR ITEMS AS NEEDED	059699	22.04
		I-81656368.001	02 -5975203	SEWER MAIN RE REPAIR & MAINT SUPPLIES	059699	101.44
		I-81656627.001	02 -5975230	SEWER MAIN RE REPAIR & MAINT SUPPLIES	059699	56.31
		I-81657377.001	02 -5975230	SEWER MAIN RE REPAIR & MAINT SUPPLIES	059699	45.06
		I-81657386.001	02 -5975202	OPERATING SUP MISC REPAIR ITEMS AS NEEDED	059699	102.79
		I-81657415.001	02 -5975202	OPERATING SUP MISC REPAIR ITEMS AS NEEDED	059699	17.53
		I-81657440.001	02 -5975202	OPERATING SUP MISC REPAIR ITEMS AS NEEDED	059699	272.62
		I-81657708.001	02 -5975202	OPERATING SUP MISC REPAIR ITEMS AS NEEDED	059699	55.66
01-ACC0790	BRIGGS PRINTING					
		I-57847 2	02 -5974317	ADVERTISING/P 7500 ENVELOPES / YRLY CKR	059701	431.00
01-ACC0820	CENTERPOINT ENERGY ARKL					
		I-201204193609	02 -5267314	GAS UTILITY GAS UTIL-301 E POLK	059645	62.10
01-ACC0868	CONTINENTAL RESEARCH CO					
		I-368288-CRC-1	02 -5973203	REPAIRS & MAI RUST PENETRANT	059706	210.00
01-ACC0840	CRAWFORD & ASSOCIATES					
		I-6490	02 -5267302	CONSULTANTS CONSULT FEES-2011 AUDIT	059708	1,825.47

PACKET: 06186 CLAIMS FOR 5/5/2012

VENDOR SET: 01

FUND : 02 MEWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000022	DEPT. OF ENVIR. QUALITY					
		1-0E4524102	02 -5975331	EMPLOYEE TRAV WATER TEST FEES-2 EMP	059713	62.00
		1-0E4524103	02 -5975331	EMPLOYEE TRAV WATER TEST FEES-2 EMP	059714	62.00
01-000040	COLLEE BROTHERS					
		1-RM12020605	02 -5975218	STREET REPAIR CONCRETE FOR REPAIRS	059716	269.00
		1-RM12022634	02 -5975218	STREET REPAIR CONCRETE FOR REPAIRS	059716	258.00
		1-RM12024079	02 -5975218	STREET REPAIR CONCRETE FOR MISC REPAIRS	059716	669.00
		1-RM12024576	02 -5975218	STREET REPAIR CONCRETE FOR MISC REPAIRS	059716	430.00
01-000265	ERMI ENVIRONMENTAL LABS					
		1-1202126	02 -5973304	LAB TESTING MONTHLY TESTING FEES	059720	155.00
		1-1202185	02 -5973304	LAB TESTING MONTHLY TESTING FEES	059720	189.47
01-000337	EASTERN					
		1-CKXCA100779	02 -5973203	REPAIRS & MAI MISC SUPPLIES AS NEEDED	059722	102.15
		1-CKXCA104994	02 -5973203	REPAIRS & MAI BOLTS & SUPPLIES	059722	44.85
		1-CKXCA88210	02 -5973203	REPAIRS & MAI MISC SUPPLIES AS NEEDED	059722	86.11
		1-CKXCA99937	02 -5973203	REPAIRS & MAI MISC SUPPLIES AS NEEDED	059722	26.17
01-000170	FIRST NATIONAL BANK					
		1-052017-#124	02 -5866510	LEASE PAYMENT CATERPILLAR & COMPACTOR	059725	8,524.37
01-000040	HACH CHEMICAL					
		1-7737666	02 -5973304	LAB TESTING LAB TESTING SUPPLIES	059734	560.18
01-000020	I B T, INC					
		1-5801208	02 -5973203	REPAIRS & MAI GEAR BOX SHAFTS	059735	92.73
01-000110	IMPRESS OFFICE SUPPLY					
		1-033656	02 -5974203	REPAIRS & MAI MISC OFFICE SUPPLIES NEED	059738	30.37
		1-033657	02 -5974203	REPAIRS & MAI MISC OFFICE SUPPLIES NEED	059738	7.99
		1-033662	02 -5971202	OPERATING SUP MISC OFFICE SUPPLIES	059738	40.17
01-000120	TYLER TECHNOLOGIES					
		1-201200015659	02 -5216336	FEES MONTHLY SUPPORT FEES-UBAC	059739	293.16
01-000140	INDIAN NATION WHOLESALF					
		1-5610218	02 -5267707	OPERATING SUP BREAK ROOM SUPPLIES	059740	84.10
01-000045	KAYAN INDUSTRIAL TECHNO					
		1-0246672	02 -5973203	REPAIRS & MAI PARTS FOR REPAIRS AT W PL	059745	151.11
		1-0441544	02 -5973203	REPAIRS & MAI PARTS FOR REPAIRS AT W PL	059745	801.45
01-000210	KIAXICHI ELECTRIC COOP.					
		1-201204193610	02 -5267313	ELECTRIC UTIL ELECT UTIL WTK ON HEREFORD	059646	450.32
01-000274	KONS CRANES					
		1-TUL00667054	02 -5973316	REPAIRS & MAI CRANE INSPECTION AT WNM	059752	260.00

PACKET: 08066 CLAIMS FOR 5/8/2012

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	CHK #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000428	LOWE'S CREDIT SERVICES					
		I 01195	02 -5975230	SEWER MAIN RE MISC REPAIR & MAINT	059755	24.32
		I 02308	02 -5973316	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	059755	19.51
		I-09911	02 -5974316	REPAIRS & MAI SUPPLIES FOR WTP	059756	67.31
		I-09537	02 -5974316	REPAIRS & MAI SUPPLIES FOR WTP	059756	44.24
		I-09924	02 -5974316	REPAIRS & MAI SUPPLIES FOR WTP	059756	287.19
		I-091007	02 -5975230	SEWER MAIN RE MISC REPAIR & MAINT	059756	81.98
01-MC0032	MISTY VALLEY WATER CO.					
		I-72145	02 -5860230	RECYCLING CEN OPEN PO FOR WATER FOR	059762	1.67
01-MC0006	MCCABE CRANE & STON					
		I-663	02 -5973316	REPAIRS & MAI CRANE SVS AT W PLANT	059763	120.60
01-MC0250	MCALISTER NEWS CAPITAL					
		I-05606729	02 -5871202	OPERATING SUP ADS FOR BIDS AS NEEDED	059771	60.00
		I-05601923	02 -5871202	OPERATING SUP ADS FOR BIDS AS NEEDED	059771	125.08
01-000975	O'REILLY AUTO PARTS					
		I-0230-416995	02 -5973203	REPAIRS & MAI OPEN PO FOR MISC PARTS	059772	5.49
		I 0230 418736	02 -5973203	REPAIRS & MAI OPEN PO FOR MISC PARTS	059773	32.35
		I-0230-419008	02 -5973203	REPAIRS & MAI OPEN PO FOR MISC PARTS	059773	10.65
01-000275	OKLA DEPT OF COMMERCE					
		I-056012-#8308	02 5267521	CDBG LOAN #89 CDBG - EDIF #8908	059783	1,145.83
01-000556	OMAG-OK MUNICIPAL ASSUR					
		I-06096	02 -5160321	AUTO INSURANC UTM #250 TRUCK	059769	583.53
01-P00250	PETTY CASH					
		I-201204193612	02 -5871331	EMPLOYEE TRAV TRAVEL EXP STM WTR CLASS	059648	25.19
01-S00205	SEGOVYAH ENGINEERING, I					
		I-80350610.67	02 -5973302	CONSULTANTS 1 MONTHLY PRETREATMENT FEES	059505	1,105.50
01-S00234	SIGAR CORPORATION					
		I-8167617797/897693	02 5975230	SEWER MAIN RE SWR CLNR & FIRE HYD PARTS	059837	1,251.32
		I-808122	02 -5973203	REPAIRS & MAI CAST WELDING RODS	059867	280.40
01-S00226	STAPLES ADVANTAGE					
		I-21724	02 -5871202	OPERATING SUP PRINTER & OFFICE SUPPLIES	059811	36.39
01-060051	UTILITY SUPPLY CO.					
		I-058682	02 -5975230	SEWER MAIN RE WTR & SWR REPAIR ITEMS	059815	182.13
		I-059280	02 -5975230	SEWER MAIN RE WTR & SWR REPAIR ITEMS	059815	1,769.32
		I-059413	02 -5975230	SEWER MAIN RE WTR & SWR REPAIR ITEMS	059818	506.19
		I 059414	02 5975230	SEWER MAIN RE WTR & SWR REPAIR ITEMS	059818	475.91
		I-059415	02 -5975211	WATER METERS MISC REPAIR ITEMS	059818	8,050.00
		I-059416	02 -5975230	SEWER MAIN RE MISC REPAIR ITEMS	059818	1,546.79

PACKET: 08046 CLAIMS FOR 5/8/2012

VENDOR SET: 01

FUND : 02 MFNA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000001	UTILITY SUPPLY CO.		continued			
		I-059542	02 -5905230	SEWER MAIN RE SUPPLIES FOR REPAIRS UTM	059818	449.60
		I-059543	02 -5975230	SEWER MAIN RE SUPPLIES FOR REPAIRS UTM	059818	80.18
		I-059544	02 -5975230	SEWER MAIN RE SUPPLIES FOR REPAIRS UTM	059818	50.63
01-000108	UNITED PACKAGING & SHIP					
		I-105018	02 -5973316	REPAIRS & MAIL SHIPPING FEES AS NEEDED	059820	29.62
01-000082	VERONICA BOATRIGHT					
		I-518	02 -5216302	CONSULTANTS CONSULTING FEE-APRIL	059821	650.00
			FUND	02 MFNA	TOTAL:	189,113.40

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PACKET: 06986 CLAIMS FOR 5/8/2012

VENDOR SET: 01

FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00170	FIRST NATIONAL BANK					
		1-052072-#119817	03 45876511	FNB LOAN #119 LOAN #119817 - AIRPORT AUTH	059725	2,510.00
				FUND 03 AIRPORT AUTHORITY	TOTAL:	2,510.00

PACKET: 02066 CLAIMS FOR 5/6/2012

VENDOR SET: 01

FUND : 08 NUTRITION

VENDOR NAME	ITEM #	S/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000276 A LEROY DICK	1-201205013664	08 -5549308	CONTRACT SERV MILEAGE REIMB FOR MEAL DEL	055687	54.39
01-000213 DEBBIE COMPTON	1-201205013660	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	059712	165.00
	1-201205013661	08 -5549308	CONTRACT SERV MILEAGE REIMB FOR MEAL DEL	059712	139.86
01-000207 EMMA E. BEHOLD	1-201205013662	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	059716	165.00
	1-201205013663	08 -5549308	CONTRACT SERV MILEAGE REIMB FOR MEAL DEL	059716	122.10
01-500549 AT & T	1-201204265839	08 -5549315	TELEPHONE UTI PHONE EXP-NUTRITION	059676	149.17
		FUND 08 NUTRITION	TOTAL:		795.52

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PACKET: 06086 CLAIMS FOR 5/8/2012

VENDOR SET: 01

FUND : 09 LANDFILL RES./SUB-TITLE D

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

01-900097 BANK OF OKLAHOMA					
	1-4 - 2011/12	09 -5864363	ALFA ESCROW 1. LANDFILL ESCROW PAYMENTS	059697	3,261.00
01-900132 STRAPNE, CONRAD & SCHMIDT					
	1-0189240	09 -5864227	SUB TITLE D E GRD WTR & GAS MONITORING	059603	2,360.00
		FUND 09	LANDFILL RES./SUB-TITLE D TOTAL:		5,621.00

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PACKET: 08156 CLAIMS FOR 5/8/2012

VENDOR SET: 01

FUND : 24 AIRPORT GRANT

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

DL-000729	LBR, INC.					
		I-4461	24 -5876431	CAPITAL OUTLA ENVIR ASSEST FEE-AP GRANT	059754	3,300.00
		I-4463	24 -5876431	CAPITAL OUTLA AIRPORT CONSULTING FEES	059754	20,347.00
			FUND	24 AIRPORT GRANT	TOTAL:	23,647.00

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PACKET: 09086 CLAIMS FOR 5/8/2012

VENDOR SET: 01

FUND : 20 TOURISM FUND

VENDOR NAME	FORM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-MCU134 MCALESTER MAIN STREET	1-002012-2010/2011	27 -5655353	MAIN STREET P CONTRACT WITH MCALESTER MAIN S	049766	1,050.00
01-090137 OKLA TOURISM/RECREATION	1-9410	27 -5655214	TOURISM EXPEN MCALESTER AREA BROCHURES	059781	266.75
01 PC0450 PRIDE IN MCALESTER	1-052012-2010-2011	27 -5655352	MISC PRIDE IN CONTRACT WITH PRIDE IN MCALEST	059796	2,300.00
FUND 20 TOURISM FUND			TOTAL:		3,616.75

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PACKET: 09086 CLAIMS FOR 5/6/2012

VENDOR SET: 01

FUND : 28 SE EXPO CENTER

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-800710 AUTO PARTS CO	1-903524	28 -5654316	REPAIRS & MAI DOOR REPAIR PARTS	059643	12.01
01-800192 BEN E. KEITH	0-01664134	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	059700	24.98-
	1-01730772	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	059700	462.96
01-000006 D & D ELEVATOR INC	1-12041	28 -5654316	REPAIRS & MAI MONTHLY MAINT. FEE	059710	210.00
01-000490 BRISSON IMPLEMENT INC	1-264715	28 -5654316	REPAIRS & MAI MOWER PARTS	059733	305.98
01-800210 PEPSI COLA	1-94368	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	059794	244.09
	1-94592	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	059794	160.15
01-000100 UNIFIRST HOLDINGS, L.P.	1-924-0974076	28 -5654316	REPAIRS & MAI MOP SERVICE AS NEEDED	059819	50.00
01-800046 WALMART COMMUNITY BIC	1-002166	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	059822	82.24
	1 02196	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	059822	123.31
01-800197 WEBSTAUNDT STORE	1-0626073	28 -5654401	CAPITAL OUTLA REPLNT TABLES FOR EXPO	059825	0,773.40
FUND	28	SE EXPO CENTER	TOTAL:		7,355.09

PACKET: 00086 CLAIMS FOR 5/6/2012

VENDOR SET: 01

FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHCK#	AMOUNT
01-1	MISC VENDOR					
	SHELIA TRAMMELL	I-201204263642	29 -5324207	CLOTHING ALLO SHELIA TRAMMELL: CLOTH. ALLOW	059672	144.00
01-999078	PAULI M. JOSLIN	I-451	29 -5324207	CLOTHING ALLO DISPATCH CLOTHING ALLOW	059791	601.50
01-F60250	PRIFY CASH	I-201204193612	29 -5324202	OPERATING SUP TRAVEL EXP-TOLL FEES	059649	4.00
01-800726	STAPLES ADVANTAGE	I-22957	29 -5324202	OPERATING SUP MISC OFFICE SUPPLIES	059811	33.95
			FUND 29 E-911	TOTAL:		823.45

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REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 06086 CLAIMS FOR 5/8/2012

VENDOR EXT: 91

FUND : 30 ECONOMIC DEVELOPMENT

VENDOR NAME	ITEM #	S/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-103079 LANDPLAN CONSULTANTS, I	1-INV #7	30 -0652302	CONSULTANTS CITYWIDE TRAIL-MSTR PLAN	019753	3,285.00
01-M00270 MPOWER ECONOMIC DEVELOP	1-052012-2010-2011	30 -5211360	ECONOMIC DEVE MPOWER ECONOMIC DEV	019759	15,359.41
01-M00134 MCALESTER MAIN STREET	1-052012-2010/2011	30 -5211353	MAIN STREET P CONTRACT WITH MCALESTER MAIN S	019766	1,510.00
01-N00335 NORTHERN ESCROW, INC.	1-FMT #5	30 -5052401	CAPITAL OUTLA BLKS ROAD IMPROVEMENTS	019773	68,636.57
01-N00367 KENEDYBURGER SPANLEY, INC	1-MC-11-01-10	30 -5652550	BUSINESS DEVE ENG FEES-BLKS PD PROJECT	019775	2,700.00
01-000295 OKLA DEPT OF COMMERCE	1-052012-#12248	30 -5211510	CDBG / EDIF D CDBG - EDIF CONT #12248	019782	262.50
01-P00450 PRIDE IN MCALESTER	1-052012-2010-2011	30 -5211352	MISC PRIDE IN CONTRACT WITH PRIDE IN MCALEST	019796	2,300.00
FUND	30	ECONOMIC DEVELOPMENT	TOTAL:		95,143.48

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REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 08086 CLAIMS FOR 5/8/2012

VENDOR SET: 01

FUND : 33 CDBG GRANTS FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-K00102	KEDDO	1-01	33 -5871405	CAPITAL OUTLA ADMIN FEE-2109 CDBG PROJ	059746	4,200.00
01-N00347	MEHLERGER BRANLEY, INC	1-XC 10-01-08	33 -5871405	CAPITAL OUTLA OPEN PO FOR ENGINEERING	059775	6,909.31
			FUND 33	CDBG GRANTS FUND	TOTAL:	11,109.31

PACKET: 00086 CLAIMS FOR 4/6/2012

VENDOR SET: 01

FUND : 35 FLEET MAINTENANCE

VENDOR NAME	ITEM #	S/F: ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00229 ADVANTAGE TRUCK ACCESSO	I-39524	35 -5862203	REPAIRS & MAI WINDOW TINT FOR PK-45	059683	100.00
01-A00770 AUTO PARTS CO					
I-903911	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059693	78.99	
I-902075	35 -5862203	REPAIRS & MAI OIL FILTERS FOR PARKS	059693	20.40	
I-902652	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059693	76.70	
I-902953	35 -5862203	REPAIRS & MAI OIL FILTERS FOR PARKS	059693	23.93	
I-902977	35 -5862203	REPAIRS & MAI OIL FILTERS FOR PARKS	059693	24.06	
I-903220	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059693	10.25	
I-903404	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059693	17.12	
I-903529	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059693	42.91	
I-903633	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059693	14.85	
I-903720	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059693	16.50	
I-903729	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059693	31.06	
I-903780	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059693	20.12	
I-903781	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059693	2.26	
I-903813	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059694	98.11	
I-903903	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059694	111.99	
I-903967	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059694	7.44	
I-904023	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059694	66.15	
I-904028	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059694	61.15	
I-904081	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059694	1.74	
I-904128	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059694	39.95	
I-904129	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059694	201.54	
I-904135	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059694	96.27	
01-B00043 B & S SUPPLY, INC.	I-61872	35 -5862203	REPAIRS & MAI MISC SHOP SUPPLIES	059694	223.64
01-B00150 BEALEE GOODYEAR TIRES					
I-MC-193714	35 -5862203	REPAIRS & MAI TIRES FOR WO-9 BACKHOE	059698	2,216.00	
I-MC-193715	35 -5862203	REPAIRS & MAI TIRES FOR SKID LOADER	059698	525.00	
I-MC-193718	35 -5862203	REPAIRS & MAI TIRES FOR CEM TRAILER	059698	301.60	
I-MC-193828	35 -5862203	REPAIRS & MAI TIRES & REPAIRS AS NEEDED	059698	110.95	
I-MC-193855	35 -5862203	REPAIRS & MAI TIRES & REPAIRS AS NEEDED	059698	84.00	
I-MC-193882	35 -5862203	REPAIRS & MAI TIRES & REPAIRS AS NEEDED	059698	102.40	
I-MC-194006	35 -5862203	REPAIRS & MAI TIRES & REPAIRS AS NEEDED	059698	147.45	
I-MC-194017	35 -5862203	REPAIRS & MAI TIRES FOR I-5 CODES VEH.	059698	104.35	
I-MC-194114	35 -5862203	REPAIRS & MAI STOCK TRUCK TIRES FOR WWM	059698	1,019.00	
I-MC-194228	35 -5862203	REPAIRS & MAI 4 TIRES FOR MED-2	059698	449.52	
01-B00540 BUCK WILSON BODY SHOP I	I-4482	35 -5862203	REPAIRS & MAI REPAIRS TO UTM 2 TRUCK	059702	3,586.30
01-F00037 FASTENAL	I-0000102471	35 -5862203	REPAIRS & MAI REPAIR ITEMS AS NEEDED	059722	14.47
01-G00310 GIB'S TRANSMISSION, INC					

PACKET: 08086 CLAIMS FOR 5/8/2012

VENDOR SET: 41

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	S/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00010	GIB'S TRANSMISSION, INC	continued				
		T-2737	35 -5862203	REPAIRS & MAI REPAIR TRANS ON NED-3	059732	2,216.56
01-00049	GRASSOM IMPLEMENT INC					
		I-251213	35 -5862203	REPAIRS & MAI OIL PUMP FOR WIF TRACTOR	059733	689.13
		I-254713	35 -5862203	REPAIRS & MAI PARTS FOR WWM MOWERS	059733	436.61
01-00000	J & R EQUIPMENT					
		I-18342	35 -5862203	REPAIRS & MAI PARTS FOR PK-8 REPAIRS	059742	264.96
01-00000	K-BAR CO CONSTRUCTION					
		I-13047	35 -5862203	REPAIRS & MAI HAULING FEE-CAT LOADER	059744	360.00
01-00049	MARTY'S MUFFLER & BRAKE					
		I-1282	35 -5862203	REPAIRS & MAI MUFFLER REPAIRS AS NEEDED	059757	193.00
01-00045	MC GRAYS WELDING					
		I-5550	35 -5862203	REPAIRS & MAI BRAKE SYS FOR TRAILERS	059764	33.69
		I-5543	35 -5862203	REPAIRS & MAI BRAKE SYS FOR TRAILERS	059764	358.64
		I-5544	35 -5862203	REPAIRS & MAI BRAKE SYS FOR TRAILERS	059764	42.50
		I-5547	35 -5862203	REPAIRS & MAI BRAKE SYS FOR TRAILERS	059764	42.45
		I-5552	35 -5862203	REPAIRS & MAI BRAKE SYS FOR TRAILERS	059764	232.72
		I-5556	35 -5862203	REPAIRS & MAI BRAKE SYS FOR TRAILERS	059764	60.65
		I-5558	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059764	232.72
		I-5570	35 -5862203	REPAIRS & MAI BRAKE SYS FOR TRAILERS	059764	159.33
01-00077	NIX FORD MERCURY INC.					
		I-226127	35 -5862203	REPAIRS & MAI PARTS FOR PD-16 REPAIRS	059777	452.50
01-00075	O'REILLY AUTO PARTS					
		I-0230-416972	35 -5862203	REPAIRS & MAI REPAIR PARTS FOR PK-11	059777	9.29
		I-0230-416990	35 -5862203	REPAIRS & MAI PARTS TO REPAIR UTM-5	059777	219.48
		I-0230-416019	35 -5862203	REPAIRS & MAI REPAIR PARTS FOR PK-11	059777	203.45
		I-0230-415120	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059777	149.99
		I-0230-415144	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059777	27.25
		I-0230-415238	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059777	44.99
		I-0230-415250	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059777	9.93
		I-0230-416354	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059777	21.99
		I-0230-416437	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059777	11.15
		I-0230-416449	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059777	87.96
		I-0230-416623	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059777	64.97
		I-0230-416625	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059777	31.38
		I-0230-416646	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059777	22.36
		I-0230-416729	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059777	82.54
		I-0230-416978	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059777	91.24
		I-0230-416947	35 -5862203	REPAIRS & MAI PARTS TO REPAIR UTM-5	059778	49.46
		I-0230-416971	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059778	13.94
		I-0230-417023	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059778	94.91
		I-0230-417337	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059778	16.99

PACKET: 08066 CLAIMS FOR 5/8/2012

VENDOR SET: 01

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-09075 G'REILLY AUTO PARTS continued						
		I-0230-417124	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059778	6.33
		I-0230-417193	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059778	29.09
		I-0230-417271	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059778	117.91
		I-0230-417416	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059778	16.91
		I-0230-417496	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059778	44.24
		I-0230-418001	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059778	8.39
		I-0230-418020	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059779	135.55
		I-0230-418063	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059779	12.99
		I-0230-418129	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059779	5.62
		I-0230-418396	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059779	59.66
		I-0230-418460	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059779	11.93
		I-0230-418492	35 -5862203	REPAIRS & MAI REPAIR PARTS FOR FK-11	059779	314.34
		I-0230-418513	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059779	31.78
		I-0230-418764	35 -5862203	REPAIRS & MAI REPAIR PARTS FOR FK-11	059779	59.92
		I-0230-418861	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059779	47.98
		I-0230-419141	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	059779	86.11
		I-0230-420719	35 -5862203	REPAIRS & MAI A/C MACH FOR FL X SHOP	059779	3,439.00
01-090122 OK TIRE						
		I-2574	35 -5862203	REPAIRS & MAI FRT END REPAIR AS NEEDED	059780	49.95
01-000021 KEITH COFFEE DRA QUALITY						
		I-1147	35 -5862203	REPAIRS & MAI REPAIRS FOR FIM-1	059797	1,393.50
01-SC0009 SADLER PAPER CO						
		I-11338	35 -5862203	REPAIRS & MAI JANITORIAL SUPPLIES	059801	265.02
		I-11366	35 -5862203	REPAIRS & MAI JANITORIAL SUPPLIES	059801	322.20
01-S00234 SHARE CORPORATION						
		I-606200	35 -5862203	REPAIRS & MAI SHOP SUPPLIES	059807	277.89
01-S00710 STANDARD MACHINE LLC						
		I-225450	35 -5862203	REPAIRS & MAI REPAIRS TO FK 16	059810	410.00
01-700612 DULSA FREIGHTLINER						
		I-623041064	35 -5862203	REPAIRS & MAI FILTER FOR S-54	059817	98.10
01-W00269 WHITES TRACTORS						
		I-663956	35 -5862203	REPAIRS & MAI PARTS FOR PARKS MOWER	059824	122.50
					FUND	35 FLEET MAINTENANCE
					TOTAL:	24,196.02

PACKET: 06086 CLAIMS FOR 5/5/2012

VENDOR SET: 01

FUND : 41 GLE FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000179	FIRST NATIONAL BANK					
		1 052612 0137	41 -0860010	LEASE PAYMENT LEASE PAYMENT ON DURAPATCHER	019745	3,348.64
01-090347	MENLUBERGER BRANLEY, INC					
		1-MC-10-010-01	41 -5215402	HWY 69 UTILITY ENGINEERING FEES-69 HWY	059775	11,285.00
		1-MC-10-010-02	41 -5215402	HWY 69 UTILITY ENGINEERING FEES-69 HWY	059775	3,213.00
		1-MC-11-014-05	41 -5975405	12 INCH WATER 12" WATER MAIN PROJECT	059775	813.30
			FUND 41 GLE FUND	TOTAL:		18,661.94
				REPORT GRAND TOTAL:		466,977.11

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2011-2012	01 - 5100	COLLECTION AGENCY 25% ICDD	8,161.00				
	01 - 5101319	MISCELLANEOUS	75.90	5,000	2,131.22		
	01 - 5101320	DUES & SUBSCRIPTIONS	305.00	24,500	3,796.84		
	01 - 5101355	OIL OK FOR INDEPENDENT LIV	1,840.00	22,000	3,560.00		
	01 - 5210330	DUES & SUBSCRIPTIONS	320.00	2,300	98.50		
	01 - 5210331	EMPLOYEE TRAVEL & TRAININ	176.43	5,000	211.06- Y		
	01 - 5211202	OPERATING SUPPLIES	120.18	6,200	1,181.11		
	01 - 5211331	EMPLOYEE TRAVEL & TRAININ	1,254.07	6,000	94.42		
	01 - 5212202	OPERATING SUPPLIES	37.60	3,650	1,303.38		
	01 - 5212302	CONTRACTED SERVICES	292.50	3,000	2,164.96		
	01 - 5212317	ADVERTISING & PRINTING	20.70	3,700	1,575.41		
	01 - 5213331	EMPLOYEE TRAVEL & TRAINING	1,682.76	4,435	1,352.24		
	01 - 5213336	FEES	200.00	3,000	1,600.00		
	01 - 5214302	CONSULTANTS	3,819.40	155,200	31,424.63		
	01 - 5215202	OPERATING SUPPLIES	359.50	6,000	1,990.23		
	01 - 5215312	EQUIPMENT RENTALS	1,946.15	36,600	4,059.44		
	01 - 5215313	ELECTRIC UTILITY	776.98	360,000	99,635.82		
	01 - 5215314	GAS UTILITY	67.15	15,000	8,311.60		
	01 - 5215315	TELEPHONE UTILITY	237.62	55,000	42,007.17		
	01 - 5215371	AUTO INSURANCE	712.99	85,000	3,743.80		
	01 - 5215322	LIABILITY INSURANCE/BONDS	51.22	137,000	33,201.14		
	01 - 5225349	SOFTWARE MAINTENANCE	200.00	34,355	876.30		
	01 - 5225401	COMPUTER TECHNOLOGY	563.98	44,700	9,899.18		
	01 - 5320202	OPERATING EXPENSE	7.69-	3,000	1,285.47		
	01 - 5320302	CONTRACTED SERVICES	45.00	1,500	920.53		
	01 - 5321202	OPERATING SUPPLIES	481.45	15,900	3,309.92		
	01 - 5321302	CONTRACTED SERVICES	133.96	13,000	2,142.45		
	01 - 5321375	FIRING RANGE	168.97	10,000	795.73		
	01 - 5321510	LEASE PAYMENTS	5,165.00	62,220	4,384.00		
	01 - 5322202	OPERATING SUPPLIES	40.00	3,300	840.65		
	01 - 5324207	CLOTHING ALLOWANCE	440.50	1,000	466.50		
	01 - 5431202	OPERATING SUPPLIES	1,319.54	15,300	2,661.16		
	01 - 5431203	REPAIRS & MAINT SUPPLIES	1,307.88	15,000	687.94		
	01 - 5431207	CLOTHING ALLOWANCE	213.78	19,500	562.50		
	01 - 5431212	FUEL EXPENSE	117.03	19,639	3,607.17		
	01 - 5431316	REPAIRS & MAINTENANCE	3.20	7,500	2,650.60		
	01 - 5431378	INTERNET SERVICE	125.90	2,000	974.45		
	01 - 5431329	PROMOTIONAL	1,246.72	2,000	27.92		
	01 - 5431330	DUES & SUBSCRIPTIONS	296.06	13,000	2,100.05		
	01 - 5431331	EMPLOYEE TRAVEL & TRAININ	2,577.11	10,500	1,365.41		
	01 - 5431510	LEASE PAYMENTS	22,663.55	0	22,663.53- Y		
	01 - 5432202	OPERATING SUPPLIES	180.35	19,500	1,330.84- Y		
	01 - 5432203	REPAIR & MAINT SUPPLIES	362.75	7,500	2,646.19		
	01 - 5542202	OPERATING SUPPLIES	1,468.00	5,000	344.05- Y		
	01 - 5542203	REPAIRS & MAINT SUPPLIES	3,162.65	57,600	1,269.42		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE BUDG	OVER	ANNUAL BUDGET	BUDGET AVAILABLE BUDG	OVER
01	-5542204	SMALL TOOLS	168.17	2,500	53.47				
01	-5543203	REPAIRS & MAINT SUPPLIES	1,776.97	13,000	4,448.24				
01	-5543216	REPAIRS & MAINTENANCE	2,910.00	7,000	1,250.00				
01	-5544212	OPERATING SUPPLIES	9.00	20,300	8,139.28				
01	-5544203	REPAIRS & MAINTENANCE SUPP	454.18	4,500	550.22				
01	-5544308	CONTRACT LABOR	1,330.00	20,600	17,938.00				
01	-5547203	REPAIRS & MAINT SUPPLIES	325.03	12,000	3,493.27				
01	-5548203	REPAIRS & MAINTENANCE SUPP	1,322.52	50,000	213.52				
01	-5548216	REPAIRS & MAINTENANCE	5,270.71	21,600	3,579.55				
01	-5652310	ABATEMENTS	594.00	17,000	6,506.50				
01	-5652326	FEES	10.64	2,500	1,176.00				
01	-5653213	SAFETY SUPPLIES	996.71	14,650	311.46				
01	-5653308	CONTRACTED SERVICES	840.00	4,400	1,250.00				
01	-5653350	DUES & SUBSCRIPTIONS	83.00	1,600	124.85				
01	-5603331	EMPLOYEE TRAVEL & TRAININ	152.74	2,000	344.66				
01	-5653348	DRUG TESTING/PHYSICALS	100.00	15,600	33.15				
01	-5655202	OPERATING SUPPLIES	60.99	4,000	1,460.03				
01	-5655203	REPAIR & MAINT-TRAFFIC CON	2,081.82	75,000	4,362.68				
01	-5655204	SMALL TOOLS	36.52	2,500	932.45-	Y			
01	-5655210	STREET REPAIRS & MAINTENAN	0,754.00	264,000	27,145.65				
01	-5655328	INTERNET SERVICE	87.90	1,810	151.65-	Y			
02	-5216302	CONSULTANTS	450.00	5,400	0.00				
02	-5216336	FEES	293.16	4,500	1,508.40				
02	-5267202	OPERATING SUPPLIES	64.31	6,000	3,851.05				
02	-5267302	CONSULTANTS	1,805.47	25,200	953.02				
02	-5267313	ELECTRIC UTILITY	450.52	505,200	132,564.75				
02	-5267314	GAS UTILITY	62.10	7,000	2,314.63				
02	-5267315	TELEPHONE UTILITY	875.70	50,000	7,633.16				
02	-5267321	AUTO INSURANCE - FLEET	589.53	10,000	6,825.70				
02	-5267321	TRUCK LOAN #8908	1,145.83	13,750	1,145.87				
02	-5664308	CONTRACTED LANDFILL SERVICE	2,946.06	90,000	2,843.56				
02	-5664310	LEASE PAYMENTS	8,524.37	102,293	8,524.93				
02	-5666230	RECYCLING CENTER EXPENSE	1.67	7,000	5,200.00				
02	-5666306	CONTRACTED RESIDUAL SERVICES	143,559.54	1,772,612	464,441.67				
02	-5671202	OPERATING SUPPLIES	202.24	3,000	286.22				
02	-5671331	EMPLOYEE TRAVEL & TRAININ	25.10	2,200	309.65				
02	-5973203	REPAIRS & MAINT SUPPLIES	2,514.29	80,000	7,099.06				
02	-5973302	CONSULTANTS (INC. PRETREAT	1,105.50	55,300	12,218.22				
02	-5973304	LAB TESTING	324.47	30,100	10,769.75				
02	-5973316	REPAIRS & MAINTENANCE	429.50	45,000	15,613.17				
02	-5974203	REPAIRS & MAINT SUPPLIES	277.75	63,000	112.52				
02	-5974206	CHEMICALS	3,200.12	401,200	59,133.78				
02	-5974304	LAB TESTING	1,175.18	35,000	5,648.41				
02	-5974318	REPAIRS & MAINTENANCE	353.80	60,000	59.56				
02	-5974317	ADVERTISING/PRINTING/POSTA	431.00	3,000	2,531.62-	Y			

** 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 -5975202	OPERATING SUPPLIES	470.95	4,000	400.59		
	02 -5975211	WATER METERS	8,000.00	35,000	425.37		
	02 -5975216	STREET REPAIRS & MAINTENAN	1,645.00	219,850	66,661.32		
	02 -5975230	SEWER MAIN REPAIR	7,535.10	36,750	1,503.49		
	02 -5975329	INTERNET SERVICE	62.95	1,500	409.55		
	02 -5975331	EMPLOYEE TRAVEL & TRAINING	124.00	2,000	542.99		
	03 -5816511	FNB LOAN #119617 PAYMENTS	7,510.00	20,300	4,150.24		
	04 -5549408	CONTRACT SERVICES	446.35	17,000	4,817.47		
	05 -5549315	TELEPHONE UTILITY	149.17	2,400	221.65		
	09 -5664307	SUB TITLE D EXPENSE	2,360.00	87,709	54,762.00		
	09 -5664365	ALFA ESCROW LIABILITY PAYM	3,281.69	100,909	96,719.90		
	24 -5676401	CAPITAL OUTLAY	23,647.00	2,109,186	1,937,994.97		
	27 -5655214	TOURISM EXPENSE	266.76	39,243	7,902.11		
	27 -5655352	MISC PRIDE IN MCLESTER	2,390.00	27,600	4,600.00		
	27 -5655303	MAIN STREET PROGRAM	1,050.00	12,600	2,100.00		
	28 -5654010	CONCESSION SUPPLIES	1,013.68	35,000	11,663.90		
	28 -5654316	REPAIRS & MAINTENANCE	568.01	22,000	5,963.78		
	28 -5654401	CAPITAL OUTLAY	5,773.40	65,000	358.60		
	29 -5324202	OPERATING SUPPLIES	37.97	5,000	550.79		
	29 -5324207	CLOTHING ALLOWANCE	765.50	1,750	617.50		
	30 -5211352	MISC PRIDE IN MCLESTER	2,300.00	27,600	4,600.00		
	30 -5211353	MAIN STREET PROGRAM	1,050.00	12,600	2,100.00		
	30 -5211360	ECONOMIC DEVELOP. SERVICES	15,389.41	201,952	39,632.30		
	30 -5211510	CDSG / EDIF DUALINE LOAN	282.50	3,390	282.50		
	30 -5652302	CONSULTANTS	3,285.00	135,000	66,366.14		
	30 -5652351	BUSINESS DEVELOPMENT EXPON	2,290.00	67,000	29,960.00		
	30 -5652401	CAPITAL OUTLAY	68,636.57	602,000	102,719.00		
	33 -5371605	CAPITAL OUTLAY	11,009.31	236,764	22,087.19		
	35 -5562203	REPAIRS & MAINTENANCE SUPP	24,196.03	378,972	35,669.14		
	41 -5215412	HWY 69 UTILITY RELOCATE	16,470.00	748,715	44,892.50- Y		
	41 -5365510	LEASE PAYMENTS	3,378.84	40,547	3,379.76		
	41 -5375405	12 INCH WATER MAIN- TAYLOR	813.00	309,570	93,369.00		
** 2011-2012 YEAR TOTALS **			468,977.11				

NO ERRORS

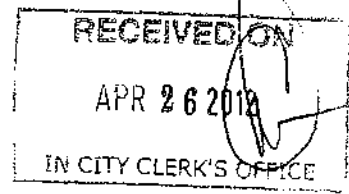
** END OF REPORT **

PACKET: 09096 CLAIMS FOR 5/8/2012
 VENDOR SET: 01
 BANK : FNB FIRST NATIONAL BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO	CHECK AMOUNT
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
01	4/2012	4,043.18CR
01	5/2012	84,820.73CR
02	4/2012	145,035.61CR
02	5/2012	42,678.39CR
03	5/2012	2,510.00CR
08	4/2012	149.17CR
08	5/2012	646.35CR
09	5/2012	5,641.00CR
24	5/2012	23,647.00CR
27	5/2012	3,616.76CR
28	5/2012	7,355.09CR
29	4/2012	145.00CR
29	5/2012	675.47CR
30	5/2012	93,143.48CR
33	5/2012	11,009.31CR
35	5/2012	24,196.03CR
41	5/2012	18,661.84CR
=====		
ALL		488,977.11CR



April 25, 2012

Ms. Cora Middleton
City Clerk
City of McAlester
P. O. Box 578
McAlester, Oklahoma 74502

RE: Ratification of Lease 131 and 134

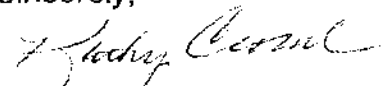
Dear Ms. Middleton:

Enclosed you will please find the original Ratifications for Lease numbers 131 and 134 for Mayor Harrison's signature.

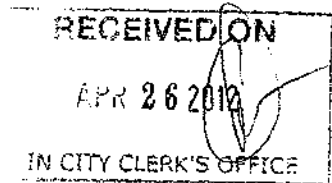
Once I receive the signed originals I will obtain Mr. Nelson's signature and return you a signed copy.

I appreciate your assistance in this matter and if you have any questions, please do not hesitate to contact me.

Sincerely,


Kathy Crowl
Compliance/CRA/BSA Officer

Encs.



RATIFICATION OF LEASE

On March 2, 2009, a Lease Purchase was entered into by and between First National Bank & Trust Co., McAlester, Oklahoma, as Lessor and the City of McAlester, Oklahoma, a Municipal Corporation, as Lessee, in connection with the rent and lease of the following described equipment:

2009 M2-106 Freightliner tandem axle Truck VIN: 1FVHCYBS59DAN2552
2009 M2-106 Freightliner tandem axle Truck VIN: 1FVHCYBS39DAN2551

Lessor and Lessee hereby desire and adopt, ratify and confirm the above referenced Lease and all of its terms and provisions.

CITY OF MCALESTER

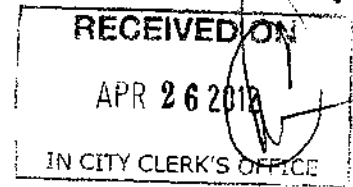
FIRST NATIONAL BANK & TR CO.

By: _____
Steve Harrison, Mayor

By: _____
Roi Nelson, President & CEO

Date: _____

Date: _____



April 25, 2012

Ms. Cora Middleton
City Clerk
City of McAlester
P. O. Box 578
McAlester, Oklahoma 74502

RE: Ratification of Lease 131 and 134

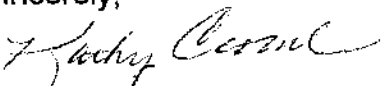
Dear Ms. Middleton:

Enclosed you will please find the original Ratifications for Lease numbers 131 and 134 for Mayor Harrison's signature.

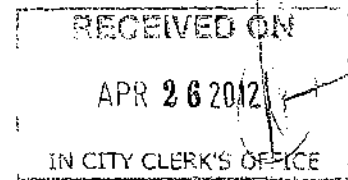
Once I receive the signed originals I will obtain Mr. Nelson's signature and return you a signed copy.

I appreciate your assistance in this matter and if you have any questions, please do not hesitate to contact me.

Sincerely,


Kathy Crowl
Compliance/CRA/BSA Officer

Encs.



RATIFICATION OF LEASE

On December 14, 2009, a Lease Purchase was entered into by and between First National Bank & Trust Co., McAlester, Oklahoma, as Lessor and the City of McAlester, Oklahoma, a Municipal Corporation, as Lessee, in connection with the rent and lease of the following described equipment:

2006 Caterpillar D7RII WDA S/N#AEC00983 and 2000 Al-Jon Trash Compactor S/N#13652, with all accessions and accessories.

Lessor and Lessee hereby desire and adopt, ratify and confirm the above referenced Lease and all of its terms and provisions.

CITY OF MCALESTER

FIRST NATIONAL BANK & TR CO.

By: _____
Steve Harrison, Mayor

By: _____
Roi Nelson, President & CEO

Date: _____

Date: _____



McAlester City Council

AGENDA REPORT

Meeting Date: May 8, 2012
Department: Finance
Prepared By: Toni Ervin
Date Prepared: May 1, 2012

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

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.

Recommendation

Motion to approve the budget amendment ordinance.

Discussion

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

Attachments:

- 1) Exhibit A-1
- 2) Budget Amendments Listed by Funds
- 3) Ordinance

Approved By

		Initial	Date
Department Head		T. Ervin	5/1/2012
City Manager	P. Stasiak	<i>PJS</i>	5/1/2012

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
01	40106		Sales Tax	7,989,993	24,000	8,013,993
			Total		24,000	

[illegible]

Original Budget - Revenues ***	\$ 14,582,512	*** Does not include appropriated fund balance.
Amendments - YTD	<u>395,527</u>	
Current Budget - Revenues	\$ 14,978,039	
Original Budget - Expenditures	\$ 14,582,512	
Amendments -YTD	<u>501,544</u>	
Current Budget - Expenditures	\$ 15,084,056	

Explanation of Budget Amendment:
Appropriate funds for improvements to Animal Control Facility.

City Clerk:

FY 11-12 Budget Amendments listed by Fund

					Revenue	Expense	Totals	
011	9/13/11	01	General Fund	Approp. Funds for Highway Safety Grant	33,127.00	33,127.00		
020	11/8/11	01	General Fund	Approp Funds for Website Design	-	24,965.00		
023	11/8/11	01	General Fund	Approp Fund for Pay adjustment	-	2,789.00		
024	11/8/11	01	General Fund	Approp Fund for Pay adjustment	-	14,613.00		
035	12/13/11	01	General Fund	Approp Funds for 7 AED's	-	7,650.00		
037	1/10/12	01	General Fund	Approp. Funds for 2 Parks Trucks	-	56,000.00		
042	1/24/12	01	General Fund	Approp. Funds for Mid-Year Review	212,500.00	212,500.00		
054	3/13/12	01	General Fund	Approp. Funds for Street Light & FEMA Fire Grant	198,750.00	198,750.00		
066	4/24/12	01	General Fund	Approp. Funds for additional Worker's Comp	134,800.00	134,800.00		
069	5/8/12	01	General Fund	Approp. Funds for improvements on A.C. facility	24,000.00	24,000.00	570,050	676,067
014	10/11/11	02	MPWA	Approp. Fund bal for 2010 CDBG and CIP	-	246,777.00		
021	11/8/11	02	MPWA	Approp. Funds for capital project-Traffic Light	-	20,000.00		
025	11/8/11	02	MPWA	Approp Fund for Pay adjustment	-	17,754.00		
030	11/22/11	02	MPWA	Approp. Funds for capital projects	-	14,441.00		
032	11/22/11	02	MPWA	Approp Fund for equipment and new employees	168,927.00	168,927.00		
033	12/13/11	02	MPWA	Approp. Funds for capital projects	-	31,371.00		
039	1/10/12	02	MPWA	Approp. Funds for Allied Rate Adjustment	59,542.00	59,542.00		
040	1/10/12	02	MPWA	Approp. Funds for capital projects	-	36,883.00		
043	1/24/12	02	MPWA	Approp. Funds for Mid-Year Review	153,000.00	153,000.00		
045	1/24/12	02	MPWA	Approp. Funds for capital projects	5,300.00	5,300.00		
048	2/14/12	02	MPWA	Approp. Funds for Change order	-	(3,300.00)		
050	2/28/12	02	MPWA	Approp. Funds for capital projects	157,500.00	157,500.00	544,269	908,195
026	11/8/11	03	Airport	Approp Fund for Pay adjustment	(7,275.00)	(7,275.00)	(7,275)	(7,275)
027	11/8/11	08	Nutrition	Approp Fund for Pay adjustment	(6,458.00)	(6,458.00)	(6,458)	(6,458)
019	10/25/11	14	Police Grant Fund	Approp Funds for grant for radios	10,000.00	10,000.00	10,000	10,000
056	3/13/12	19	Fire Improvement Grant	Approp. Funds for FEMA Fire Grant	75,000.00	75,000.00	75,000	75,000
006	8/23/11	21	Economic Development	Approp. Fund Bal for ED Proj.	-	669,000.00	-	669,000
010	8/23/11	24	Airport Grant	Approp. Fund Bal for Airport Grant	50,000.00	55,750.00		
012	9/13/11	24	FAA Runway Grant	Approp. Funds for FAA Runway 02/20 drainage imp	77,212.00	77,212.00		
036	1/10/12	24	Airport Grant	Approp. Fund Bal for Airport Grant	1,976,224.00	1,976,224.00	2,103,436	2,109,186
047	2/14/12	26	Educational Fund	Approp. Funds for Schools -Capital projects	-	700,000.00	-	700,000
017	11/8/11	27	Tourism Fund	Approp. Fund for partnership	-	10,290.00		
052	2/28/12	27	Tourism Fund	Approp. Funds for capital projects	10,000.00	10,000.00		
057	3/13/12	27	Tourism Fund	Approp. Funds for Promotional Advertisement	9,900.00	9,900.00		
059	4/10/12	27	Tourism Fund	Approp. Funds for Promotional Advertisement	(9,900.00)	(9,900.00)		
061	4/10/12	27	Tourism Fund	Approp. Funds for tourism brochure reimb.	5,618.00	5,618.00		
063	4/10/12	27	Tourism Fund	Approp. Funds for McAlester Stampede Trip	2,500.00	2,500.00		
065	4/24/12	27	Tourism Fund	Approp. Funds for McAlester Sunbelt Classic	8,000.00	8,000.00	26,118	736,408
018	10/25/11	29	E-911 Fund	Approp Fund for new personnel positions	-	118,160.00		
029	11/8/11	29	E911 Fund	Approp Fund for Pay adjustment	-	5,418.00		
044	1/24/12	29	E911 Fund	Approp. Funds for Mid-Year Review	88,714.00	88,714.00		
064	4/24/12	29	E-911 Fund	Approp. Funds for E911 Grant	72,000.00	144,000.00	160,714	356,292
005	8/23/11	30	Economic Development	Approp. Fund Bal for ED Proj.	669,000.00	669,000.00		
013	10/11/11	30	Economic Development	Approp. Fund balance for 8 inch Water Main at Tayl	-	135,150.00		
058	3/13/12	30	Economic Development	Approp. Funds for Promotional Advertisement	9,900.00	9,900.00		
060	4/10/12	30	Economic Development	Approp. Funds for Promotional Advertisement	(9,900.00)	(9,900.00)		
062	4/10/12	30	Economic Development	Approp. Funds for McAlester Stampede Trip	2,500.00	2,500.00	671,500	806,650
003	7/12/11	32	Gifts & Contributions	Appropriate Fund Balances, etc.	-	12,383.60		
053	3/13/12	32	Gifts & Contributions	Approp. Funds for Donations	4,375.00	4,375.00	4,375	16,759
007	8/23/11	33	CDBG Grant Fund	Appropriate Fund Balances, etc.	142,634.00	233,264.00		
016	10/11/11	33	CDBG Grant Fund	Appropriate Fund Balances, etc.	148,000.00	148,000.00	290,634	381,264
028	11/8/11	35	Fleet Maintenance	Approp Fund for Pay adjustment	6,458.00	6,458.00		
067	4/24/12	35	Fleet Maintenance	Approp. Funds for additional Worker's Comp	66,100.00	66,100.00	72,558	72,558
068	4/24/12	36	Worker's Compensation	Approp. Funds for Worker's Comp premium	2,502.00	2,502.00	2,502	2,502
001	7/12/11	41	Capital Improvement	Appropriate Fund Balances, etc.	38,286.00	1,496,933.00		
004	8/23/11	41	Capital Improvement	Appropriate Fund Balances, etc.	-	278,879.00		
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		
015	10/11/11	41	Capital Improvement	Approp. Funds for capital projects	172,651.00	172,651.00		
022	11/8/11	41	Capital Improvement	Approp. Funds for capital project-Traffic Light	15,000.00	15,000.00		
031	11/22/11	41	Capital Improvement	Approp. Funds for capital projects	14,441.00	14,441.00		
034	12/13/11	41	Capital Improvement	Approp. Funds for capital projects	31,371.00	31,371.00		
038	1/10/12	41	Capital Improvement	Approp. Funds for 2 Parks Trucks	56,000.00	56,000.00		

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 Exhibit A-1, 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 8th day of May, 2012.

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

By _____
Steve Harrison, Mayor

ATTEST:

Cora Middleton, City Clerk

Approved as to form and legality this 8th day of May, 2012.

William J. Ervin, City Attorney



McAlester City Council

AGENDA REPORT

Meeting Date: May 8, 2012
Department: City Manager
Prepared By: Peter J. Stasiak
Date Prepared: April 30, 2012

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

Subject

Submittal of the Preliminary Annual Operating Budget for FY 2012/2013. *(Toni Ervin, Chief Financial Officer for Peter J. Stasiak, City Manager)*

Recommendation

Set a Special Workshop Session for May 15th to discuss and review the 2012/2013 Preliminary Budget.

Discussion

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head		
City Manager	P. Stasiak <u>PS</u>	<u>04/30/12</u>



McAlester City Council

AGENDA REPORT

Meeting Date:	May 8, 2012	Item Number:	3
Department:	Tourism/Expo		
Prepared By:	Jerry Lynn Wilson	Account Code:	
Date Prepared:	April 13, 2012	Budgeted Amount:	\$14,000.00
		Exhibits:	4

Subject

Consider, and act upon, an Agreement with Liberty Pyrotechnics, LLC in the amount of \$13,495 for the 2012 Fireworks Display scheduled for July 4th.

Recommendation

Approve and sign agreement for the 2012 Firework Display with **Liberty Pyrotechnics, LLC** in the amount of **\$13,495.00**. Liberty is the lowest bidder and provides nearly twice the number of shots to be fired.

Discussion

We received three bids for the July 4th Firework Show, all companies provide liability insurance and provide good references.

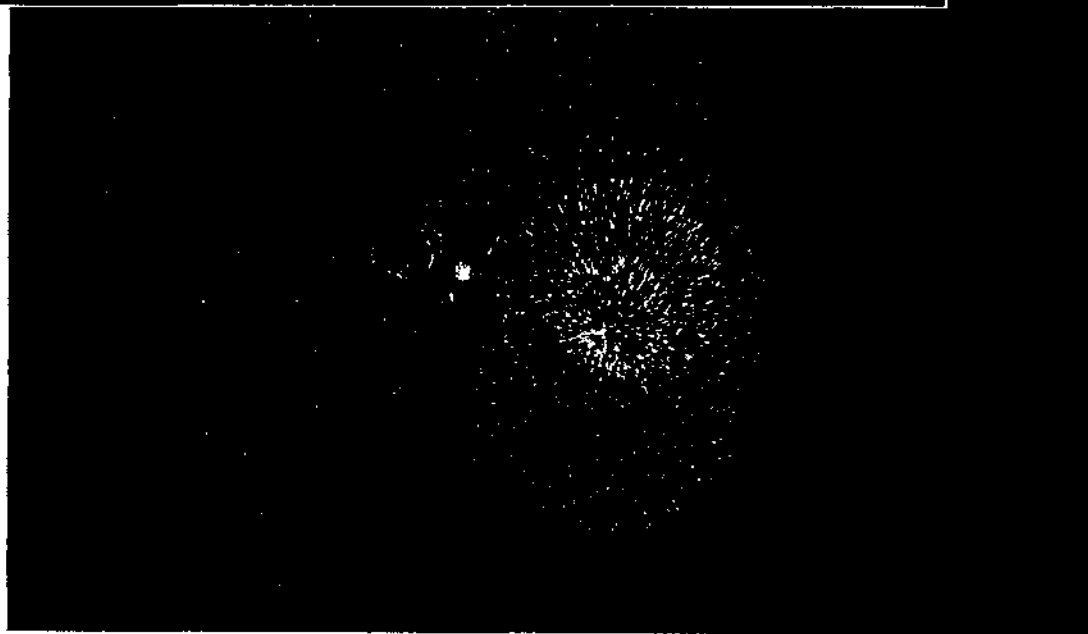
- 1) Liberty Pyrotechnics, LLC bid is for **\$13,495.00** providing **1945** total shots to be fired.
- 2) Hance Pyrotechnics bid is for **\$13,500.00** providing a total of **1058** shots to be fired.
- 3) Rainbow Fireworks bid is for **\$13,995.00** providing a total of **1058** shots to be fired.
- 4) Certificate of Insurance.

Approved By

		Initial	Date
Department Head		JLW	04/30/12
City Manager	P. Stasiak	<i>PJS</i>	05/01/12

2012

FIREWORKS DISPLAY FOR McAlester OK



SCOTT WHEELER

LIBERTY PYROTECHNICS, LLC

4/17/2012

PROPOSAL: \$13,495.00 PYROTECHNIC DISPLAY

OPENING SEQUENCE:

3) 3" CRACKLING PALM	JINSHENG, CHINA 1.3G
3) 3" GOLDEN WILLOW W/TAIL	JINSHENG, CHINA 1.3G
3) 3" RED TO GREEN PEONY	JINSHENG, CHINA 1.3G
3) 3" RED PEONY	FLOWER KING, CHINA 1.3G
3) 3" WHITE PEONY	FLOWER KING, CHINA 1.3G
3) 3" BLUE PEONY	FLOWER KING, CHINA 1.3G
3) 4" SILVER CROWN W/RED STARS	FLOWER KING, CHINA 1.3G
3) 4" RED RING W/SILVER CROSSETTE W/TAIL	FLOWER KING, CHINA 1.3G
3) 4" TITANIUM SILVER WAVE TO BLUE W/RED PISTIL	FLOWER KING, CHINA 1.3G
3) 4" BLUE CHRYS GLITERING PISTIL KALEIDOSCOPE	FLOWER KING, CHINA 1.3G
3) 4" GOLDEN TO SILVER PEONY W/TAIL	FLOWER KING, CHINA 1.3G
3) 4" GOLD BUTTERFLY	JINSHENG, CHINA 1.3G
3) 4" PURPLE BUTTERFLY	JINSHENG, CHINA 1.3G
3) 4" RED SINGLE HEART	JINSHENG, CHINA 1.3G
3) 5" FLOWER WAVE BOWTIE W/BLUE RING	FLOWER KING, CHINA 1.3G
3) 5" BLUE CROSSETTE OCTOPUS CHRYS	FLOWER KING, CHINA 1.3G
3) 5" CRACKLING SPIDER BROCADE BLUE RING	FLOWER KING, CHINA 1.3G
3) 5" GOLDEN WAVE RED MUSHROOM	FLOWER KING, CHINA 1.3G
3) 5" DOUBLE HEARTS	JINSHENG, CHINA 1.3G
3) 5" FIVE POINTED STAR IN RING	JINSHENG, CHINA 1.3G
3) 6" RING TO STROBE PISTIL STAINED GLASS	FLOWER KING, CHINA 1.3G
3) 6" THREE CROSS RING W/PISTIL	FLOWER KING, CHINA 1.3G

3) 6" THREE STAGE CRACKLING CASCADE	FLOWER KING, CHINA 1.3G
4) 3" 25 SHOT RAPID FIRE RED/WHITE/BLUE	FLOWER KING, CHINA 1.3G
4) 4" 16 SHOT RAPID FIRE COLOR PEONY W/CRACKLING	FLOWER KING, CHINA 1.3G
4) 8" GOLDEN KAMURO TO BLUE	DANCING, CHINA 1.3G

TOTAL SHELLS IN OPENING SEQUENCES: 237

LENGTH OF OPENING SEQUENCE: 6 MINUTES

BODY OF SHOW:

3" ASSORTED SHELLS:

WHITE PEONY, RED PEONY, BLUE PEONY, GREEN PEONY, GOLDEN PEONY, PURPLE PEONY, CHARCOAL CHRYS, RED TO BLUE PEONY, HUGE CRACKLING FLOWER, PINK RED TO GRASS GREEN PEONY, COLOR TO CRACKLING, COLOR CHRYS, WHITE TWINKLING CHRYS, YELLOW TO BLUE CHRYS, GOLDEN & SILVER CHRYS, BLUE WAVE PISTIL RED CHRYS, COLOR DIADEM, CRACKLING DIADEM, RED/GREEN GLITTERING, GOLDEN/SILVER GLITTERING, FLOWER GOLDEN GLITTERING, FLOWER WAVE GLITTERING, RED PISTIL GLITTERING TO CRACKLING, YELLOW/BLUE TO WHITE GLITTERING W/RED PISTIL, SATURN RING, RED CIRCLES W/WAVE, GREEN CIRCLES W/WAVE, SILVER CIRCLES W/WAVE, GOLDEN CIRCLES W/WAVE, RED TO BROCADE CROWN, BROCADE CROWN, SILVER COCONUT RED TO WHITE GLITTERING PISTIL, COLOR DAHLIA W/STROBE PISTIL, CRACKLING WILLOW, WILLOW TO RED PEONY, GREEN PEONY DARK CRACKLING W/RED PISTIL, COLOR SWIMMING STARS, CHRYS, RINGS, COLORED SUPER CRACKLING, PALM TREE, RAIN, BUTTERFLY, MOVING STAR, GAMBOGE CHRYS, WILLOW, FALLING LEAVES, GOLDEN KAMURO, BROCADE TO COLOR, SALUTE, GOLDEN KAMURO TO COLOR.

MANUFACTURER: FLOWER KING, JINSHENG CHINA

EXPLOSIVE CLASSIFICATION: 1.3G

TOTAL 3" SHELLS: 432

4" ASSORTED SHELLS:

BIG CRACKLING FLOWERS, GREEN TO PURPLE PEONY, GOLDEN TO SILVER PEONY W/TAIL, GOLDEN CHRYS, COLOR CHRYS, WHITE TWINKLING CHRYS, GOLDEN DIADEM W/TAIL, RED/SILVER GLITTERING, CRACKLING PISTIL GLITTERING CHRYS WAVE, RED RING W/SILVER CROSSETTE W/TAIL, CRACKLING WILLOW CROSSETTE, GLITTERING RING W/RED & GREEN CROSSETTE SCATTER, BROCADE CROWN W/STROBE PISTIL, SILVER CROWN W/RED STARS, DIADEM CHRYS TO STROBING W/TAIL, COLOR DAHLIA W/STROBE PISTIL, GREEN WAVE RED WAVE TIME RAIN DOUBLE WHEEL, FLOWER WAVE TO WHITE

GLITTERING RED PISTIL, COLOR EIGHT FLOWERS CHRYS, GREEN GLITTERING CRACKLING FLOWER COCONUT PISTIL, RED PISTIL GLITTERING TO CRACKLING, TITANIUM SILVER WAVE TO BLUE W/RED PISTIL, GOLDEN KAMURO W/TAIL, CRACKLING WILLOW W/TAIL, FLOWER WAVE BOWTIE W/BUE RING, COLOR SWIMMING STARS, OCTOPUS W/BLUE PISTIL, PEACOCK GRASS, IRON TREE, RED GOLD WHEEL, SILVER PALM TREE TO RED SWIMMING STAR, BLUE CHRYS GLITTERING PISTIL KALEIDOSCOPE, SPRING FLOWER, GOLD WAVE TO RED MUSHROOM, RED GREEN FLYING DRAGON, COLOR CHANGING, WAVE CHRYS, WAVE TO PEONY, BROCADE CROWN, DRAGON EGGS TO CROSSETTE, STROBING, MOVING STARS, FALLING LEAVES, CROWN W/CRACKLING STARS, PEONY W/PALM CORE, FLOATING SNOW, CROWN W/SMALL FLOWERS, WHIRLING FLOWERS, COLOR SCATTERING, THOUSANDS OF GOLDEN STROBE, THOUSANDS OF STROBING, PEONY W/WHISTLING.

MANUFACTURER: FLOWER KING, JINSHENG, DANCING CHINA EXPLOSIVE CLASSIFICATION: 1.3G

TOTAL 4" SHELLS: 288

5" ASSORTED SHELLS:

GREEN STROBE CRACKLE FLOWER COCO PISTIL, TITANIUM SALUTE, GLITTER RING W/RED & GREEN CROSSETTE SCATTER, PINK LEMON GRASS GREEN MIXED DAHLIA, FLOWER WAVE BOWTIE W/BLUE RING, BROCADE CROWN EIGHT CHRYS WITH STROBE PISTIL, WATER LILY RED BUTTERFLIES, RED/GREEN STAR SWIMMING IN SILVER GLITTERING PEONY, COLOR PINWHEEL, BLUE CROSSETTE OCTOPUS CHRYS, SILVER STROBE RED FISH, PEACOCK SPREAD WINGS, WHITE WAVE CROSSETTE, SILVER WHIRL W/PURPLE CRACKLING CROSSETTE, SATURN RING TO CRACKLING TIME RAIN CROWN TO GREEN, RAINBOW, CRACKLING SPIDER BROCADE BLUE RING, RED GOLD WHEEL, SPRING FLOWER, GOLDEN WAVE RED MUSHROOM, RED/GREEN BIG WASP, CHERRY PISTIL RED SWIMMING DRAGON, SPECIAL GOLDEN PALM TREE, BLUE CHRYS GLITTERING PISTIL KALEIDOSCOPE, EIGHT FLOWER CHRYS, RED WAVE TO GLITTERING BUTTERFLY, CRACKLING TRACER W/REPORT, WHITE STROBE TO REPORT, PINK RED/GREEN GRASS CROSSETTE, BLUE PEONY CRACKLING WILLOW RED CROSSETTE, IRON TREE RING RED SCATTERING, GOLD FLASHING CORN, OCTOPUS W/BLUE PISTIL, SATURN CHERRY OUTSIDE CHRYS RING, RED FEATHER SHELL, RED GLITTERING PISTIL WAVE COCONUT RING, THOUSANDS OF CRACKLING, THOUSANDS OF COLORS, FIVE TIME DELIGHT, PEONY W/PISTIL, THOUSANDS OF RINGS, SPIDER W/PISTIL, COLOR CHANGING CHRYS W/COLOR PISTIL, CRACKLING WILLOW, SPINNING RINGS, BOWTIE RINGS, COLOR CHANGING BROCADE, WHIRLING FLOWERS, GLITTERING STARS.

MANUFACTURER: FLOWER KING, JINSHENG, DANCING CHINA EXPLOSIVE CLASSIFICATION: 1.3G

TOTAL 5" SHELLS: 192

6" ASSORTED SHELLS:

SILVER COCONUT TO THOUSANDS OF BROCADE CROWN, SATURN RING TO CRACKLE TIME RAIN CROWN TO GREEN, STAINED GLASS COLOR CHANGING PISTIL, RING TO STROBE PISTIL STAINED GLASS, DIADEM CHRYS TO PURPLE COVER DIADEM CHRYS TO GREEN RING, PURPLE TAIL COLOR FALLING LEAVES, SPRING FLOWER, STAINED GLASS BROCADE CROWN BLUE CROSSETTE, GLITTERING CHRYS BLUE KALEIDOSCOPE TO REPORT, THREE CROSS RING W/PISTIL, GREEN CHRYS/WILLOW TO SILVER CROWN RING, BROCADE CROWN WATERFALL, SILVER CROWN EIGHT ANGLE RED FALLING LEAVES, SATURN RING DARK PEONY, COLOR SWIMMING STARS W/CHERRY FLOWER PISTIL, SILVER COCONUT TO GLITTERING PISTIL ORANGE DAHLIA, BLUE PEONY SIX ANGLE CHRYS, COLOR SPIRAL TO STROBE WILLOW, RED WAVE TO GLITTERING BUTTERFLY W/TAIL, PINK LEMON SEA BLUE GREEN GRASS DAHLIA, THREE STAGE CRACKLING CASCADE, THOUSANDS OF TWO TIME SILVER COCONUT, COLOR PINWHEEL PATTERN SHELL, OCTOPUS WITH BLUE PISTILS, GREEN STROBE RING W/RED GREEN TO GLITTERING CROSSETTE SCATTER, PURPLE TAIL TO TITANIUM SALUTE, TIME RAIN PISTIL RED COCONUT TO CROSSETTE, COLOR BEES, THOUSANDS OF RED/GREEN WAVE, CRACKLE TO 1000 CRACKLING, SEA BLUE TAIL TO THOUSANDS OF BROCADE CROWN, ROSY FLOWER TO RED SILVER TWO TIME SCATTERING, SPECIAL GOLD PALM TREE, BLUE CHRYS TO BRIGHT WILLOW RING, HAPPY VOICE THUNDER RAIN, RED OCTOPUS TO CHRYS TO CHERRY, RED TO BLUE WAVE, SATURN RINGS, BLUE AND GOLDEN W/BROCADE RING, RED/BLUE/WHITE CHRYS, BROCADE CROWN OCTOPUS CHRYS, FALLING LEAVES, GOLDEN SPIDER, GLITTERING SILVER WILLOW, DOUBLE SERIES OF STARS, RED GAMB CROWN TO CRACKLING FLOWERS.

MANUFACTURER: FLOWER KING, DANCING CHINA

EXPLOSIVE CLASSIFICATION: 1.3G

TOTAL 6" SHELLS: 100

8" ASSORTED SHELLS:

8 FLOWER CHRYS, BROCADE CROWN, FINE WILLOW, GREEN PEONY WITH RED CROSSETTE PISTIL, LIGHT COLOR CROSSETTE, TWO TIME 1000'S SILVER COCONUT, WILLOW TO SILVER CROWN, BROCADE WATERFALL, BROCADE CROWN TO BLUE PEONY, GOLD SPIDER, BLUE TO RED TO WHITE, RED WAVE TO BLUE, GREEN PEONY TO GLITTERING BIG WILLOW, WEEPING WILLOW, THOUSANDS OF TITANIUM SALUTES, WATERFALL W/RED STROBE PISTIL, FALLING LEAVES, COLORFUL SCATTERING.

MANUFACTURER: FLOWER KING, DANCING CHINA

EXPLOSIVE CLASSIFICATION: 1.3G

TOTAL 8" SHELLS: 24

LENGTH OF BODY OF SHOW: 10 MINUTES

TOTAL SHELLS IN BODY OF SHOW: 1036

GRAND FINALE:

6) 3" 10 SHOT FINALE CHAIN R/W/B/SALUTE	FLOWER KING, CHINA 1.3G
6) 3" 10 SHOT FINALE CHAIN COLOR PEONY	FLOWER KING, CHINA 1.3G
6) 3" 10 SHOT FINALE CHAIN SALUTE	FLOWER KING, CHINA 1.3G
6) 3" 25 SHOT RED/WHITE/BLUE PEONY	FLOWER KING, CHINA 1.3G
6) 3" 25 SHOT SALUTE'S	FLOWER KING, CHINA 1.3G
6) 4" 10 SHOT FINALE CHAIN SALUTES	FLOWER KING, CHINA 1.3G
4) 4" 16 SHOT MIXED PEONY	FLOWER KING, CHINA 1.3G
4) 4" 16 SHOT RED/WHITE/BLUE PEONY	FLOWER KING, CHINA 1.3G
4) 8" WEEPING WILLOWS	DANCING, CHINA 1.3G

TOTAL NUMBER OF SHELLS IN GRAND FINALE: 672 SHOTS

LENGTH OF GRAND FINALE: 8 MINUTES

GRAND TOTAL NUMBER OF SHELLS (INCLUDING OPENING AND GRAND FINALE)

1945 TOTAL SHOTS

TOTAL LENGTH OF SHOW (INCLUDING OPENING AND GRAND FINALE)

24 MINUTES TOTAL SHOW LENGTH NO GAPS LONGER THAN 4 SECONDS

LIBERTY PYROTECHNICS LLC WILL GUARANTEE ALL PRODUCTS IS THE HIGHEST QUALITY AND IF FOR ANY REASON THAT AFTER THE SHOW IS OVER THERE IS ANY PRODUCT THAT DID NOT SHOOT DURING THE SHOW WE WILL OFFER A FULL CREDIT PRICE FOR THAT ITEM.

LIBERTY PYROTECHNICS SHELLS ARE MEASURED BY DIAMETER



Liberty Pyrotechnics propose to provide a display fireworks show for the City of McAlester on Wednesday, July 4th 2012. This display will contain all shells and cakes as listed on the attached bid proposals.

Liberty Pyrotechnics will provide a complete turnkey display with a minimum show length of 24 minutes for the total price of Thirteen Thousand Four Hundred Ninety Five Dollars (\$13,495.00). This price includes all fireworks materials, transportation, personnel, insurance, permits/licenses, and taxes and clean up fees for an elaborate fireworks display.

If you agree to let our firm provide this show, we will offer you the following guarantee. Upon completion of the display show, if we have failed to meet your expectations, we will credit you 10% (\$1349.50). This guarantee of satisfaction has never been offered in our local area by any display company.

Thank you for considering us for your fireworks display in 2012.

A handwritten signature in black ink, appearing to read "Scott Wheeler".

Scott Wheeler

President of operations

1916 Crane Drive • Joplin, MO 64804
Ph: 417-825-3171 • Fx: 417-621-0002 • scott@libertypyro.com



McAlester City Council

AGENDA REPORT

Meeting Date: _____
Department: Tourism/Expo
Prepared By: Jerry Lynn Wilson
Date Prepared: April 13, 2012

Item Number: _____
Account Code: _____
Budgeted Amount: \$14,000.00
Exhibits: _____

Subject

Consider, and act upon, an Agreement for the 2012 Fireworks Display scheduled for July 4th.

Recommendation

Approve and sign agreement for the 2012 Firework Display with **Liberty Pyrotechnics, LLC** in the amount of **\$13,495.00**. Liberty is the lowest bidder and provides nearly twice the number of shots to be fired.

Discussion

We received three bids for the July 4th Firework Show, all companies provide liability insurance and provide good references.

- 1) Liberty Pyrotechnics, LLC bid is for **\$13,495.00** providing **1945** total shots to be fired.
- 2) Hance Pyrotechnics bid is for **\$13,500.00** providing a total of **1058** shots to be fired.
- 3) Rainbow Fireworks bid is for **\$13,995.00** providing a total of **1058** shots to be fired.

Approved By

Initial

Date

Department Head

City Manager



Contract for Service

This contract is entered into this 17th day of April 2012 by Liberty Pyrotechnics, 1916 Crane Drive, Newton County, Joplin MO 64804, telephone 417-825-3171, Designated herein as the "Seller", and the City of McAlester designated as "Buyer"

Seller will deliver to Buyer fireworks on July 4th, 2012 and/or will make necessary substitutions Of equal or greater value. Seller agrees to perform the fireworks display safely and in accordance With such Federal, State, and local laws that might be applicable.

Seller agrees that they are to check the display area after the presentation of the fireworks display for any "duds" or other material that might not have ignited. Any such material Found shall be disposed of as required by all Federal, State and Local rules and regulations or As is the standard practice of Seller

Buyer will furnish the minimum safety distance required per NFPA 1123. In no case shall Spectators be allowed closer than 70 feet per shells diameter. Buyer will provide adequate monitoring to maintain these distance factors. Buyer also agrees to have adequate fire protection available on location of the display.

It is agreed and understood that Buyer will pay the purchase price of \$13,495.00 per display, plus sales tax if applicable, with the option to increase the amount of the fireworks display. The buyer will pay 50% of the total price on the date this contract is signed. The remainder is to be paid within ten days following the presentation of the display. In the event of a delay, buyer agrees to pay an additional cost no more than \$200.00 per day for security. Seller will arrange for security. In case of cancellation deposit is non-refundable.

Buyer acknowledges and agrees that any balance past due is subject to a finance charge of 1.5% per month, which is an annual percentage of 18%, applied to the balance due after specified payment due dates above. The parties acknowledge and agree that any legal action commenced regarding this contract or collection shall be brought in the Circuit Court of Jasper County, Missouri, and that Missouri law shall govern the determination of rights, responsibilities and remedies. Buyer shall further be entirely responsible for any attorney fees and court cost incurred by Seller in enforcing its rights under this contract and to collect any unpaid balance.

LIBERTY PYROTECHNICS, LLC

City of McAlester

SELLER

BUYER

BY: 

BY: _____



Office 620-663-7714
 1-888-886-1008
 Fax 1-800-884-1218
 Email: info@fireworks-display.com
 Website: www.fireworks-display.com
 Steve & Peggy Showalter
 76 Plum Avenue Inman, KS 67546

ATF # 5-KS-113-51-2J-00621

April 5, 2012

City of McAlester
 Attn: Jerry Lynn Wilson
 P.O. Box 578
 McAlester, OK 74502

RE: 2012 Fireworks Bid

Here is our proposal for the City of McAlester July 4, 2012 Fireworks Celebration:

<u>Item Description</u>		<u>No. of Shells</u>
<u>Aerial Shells</u>		
<u>3" Shells</u>		
3" 3A	Specialty Color Shells w/6 salutes	72
3" 3D	Premium Color Shells w/no salutes	72
3" 3H	Deluxe Color Shells w/no salutes	72
3" 3K	Assorted Color Shells w/no salutes	72
3" TC4	Assorted Color Chained Shells (12 Ch.)	<u>120</u>
		408 total 3" shells
<u>4" Shells</u>		
4" 4B	Assorted Color Shells w/1 salute	36
4" 4C	Premium Color Shells w/no salutes	36
4" 4E	Deluxe Color Shells w/1 salute	36
4" 4F	Assorted Color Shells w/1 salute	36
4" 4G	Specialty Color Shells w/no salutes	36
4" 4H	Premium Color Shells w/1 salute	36
4" CH-5	Assorted Color Chained Shells (12 Ch.)	<u>60</u>
		276 total 4" shells
<u>5" Shells</u>		
5" DAN#3	Deluxe Color Shells w/no salutes	24
5" 5A	Premium Color Shells w/no salutes	24
5" 5B	Specialty Color Shells w/no salutes	24
5" 5C	Deluxe Color Shells w/no salutes	24
5" 5D	Assorted Color Shells w/no salutes	24
5" CH-5	Assorted Color Chained Shells (12 Ch.)	<u>60</u>
		180 total 5" shells
<u>6" Shells</u>		
6" 6A	Deluxe Color Shells w/no salutes	30
6" 6B	Premium Color Shells w/no salutes	30
6" 6D	Deluxe Color Shells w/no salutes	36
6" 6E	Specialty Color Shells w/no salutes	30
6" 6F	Specialty Color Shells w/no salutes	<u>30</u>
		156 total 6" shells

<u>8" Shells</u>		
8" 8A	Specialty Color Shells	6
8" DAN#1	Specialty Color Shells	6
8" DAN#2	Premium Color Shells	6
8" DAN#3	Deluxe Color Shells	6
8" DAN#4	Assorted Color Shells	<u>2</u>
		26 total 8" shells

<u>10" Shells</u>		
10"	Brocade Crown	1
10"	Brocade Crown w/Thousands of Crackling Flowers	1
10"	Color Changing Peony w/Thousands of Salutes	1
10"	Color Changing Chrys to Brocade Ring	1
10"	Crossette w/Thousands of Strobe	1
10"	Golden Willow w/Crackling Flowers	1
10"	Golden Spider w/Reports	1
10"	Golden Kamuro to Blue	1
10"	Red Chrysanthemum w/Scattering	1
10"	Silver Strobe Willow	1
10"	Three Layer Chrysanthemum	1
10"	Variegated Octopus Chrysanthemum	<u>1</u>
		12 total Long Duration 10" shells

Total Break Count: 1,058

The total cost will be \$13,995.00. This includes a certified trained operator, all equipment, transportation to the site, debris cleanup, 2,000,000.00 General Liability Insurance to cover spectators from any accident or injury as a result of a firework, as well as a Workman's Comp Insurance Policy for all shooters from any accident or injury sustained as a result from the shooting of the fireworks. This will allow a rain date or cancellation by the Authority Having Jurisdiction (AHJ) per NFP 1123.

Please call me at 620-921-0513, if you have any questions.

Sincerely,

Steve Showalter
President
Rainbow Fireworks, Inc.



INC.

Office

620-663-7714

Fax

1-888-886-1008

Email

1-800-884-1218

Website

info@fireworks-display.com

www.fireworks-display.com

ATF # 5-KS-113-51-2J-00621

Steve & Peggy Showalter
76 Plum Avenue Inman, KS 67546

FIREWORKS PRODUCTION CONTRACT

This contract is entered into this ____ day of April, 2012 by and between **Rainbow Fireworks, Inc.** and **Stephen A. Showalter, President**, designated herein as the "SELLER" and **CITY OF McALESTER**, designated herein as the "PURCHASER" for One Class "B" Fireworks Production to be held on the 4th day of July, 2012.

- YES ☒ **SELLER** will secure, prepare, and deliver said fireworks as outlined, or will make necessary substitutions of equal or greater value.
- YES ☒ **SELLER** will include the services of a Pyrotechnic Operator (shooter) to take charge of, set up, and fire the display, along with such help as he deems necessary to perform the fireworks display safely, and in accordance with such Federal, State or Local laws that might be applied.
- YES ☒ **SELLER** agrees that the Operator and Assistant(s) are to check the display area after the presentation of the fireworks display for any "duds" or other material which might not have ignited. Any such material, found by any other person other than the Operator, should be left untouched, mark the location, and call the operator for proper disposal.
- YES ☒ **SELLER** will include a CERTIFICATE OF LIABILITY INSURANCE POLICY of \$2,000,000 aggregate coverage.
- YES ☒ **PURCHASER** will furnish the secured minimum safety distances established by the **SELLER** after an on-site inspection of the proposed firing location.
- YES ☒ **PURCHASER** will provide adequate police protection and/or other adequate security to maintain these distances.
- YES ☒ **PURCHASER** also agrees to have a fire truck available on location during the display.

ONE (1) CLASS "B" FIREWORKS PRODUCTION has been agreed upon by **PURCHASER AND SELLER** in the sum of Thirteen Thousand Nine Hundred Ninety-Five Dollars and no/100 cents (\$ 13,995.00). It is agreed and understood that the **PURCHASER** will pay to the **SELLER** twenty-five percent (25%) of the show cost deposit in the sum of Three Thousand Four Hundred Ninety-Eight Dollars and Seventy-Five cents (\$ 3,498.75) to be paid with the submitting of the signed contract. It is also agreed and understood that the **PURCHASER** will pay to the **SELLER** the balance of Ten Thousand Four Hundred Ninety-Six Dollars and Twenty-Five cents (\$ 10,496.25) within ten (10) days after the date of the display.

In the event of inclement weather or other adverse condition, so as to cause postponement of the display, it is agreed and understood that the **PURCHASER** will notify the **SELLER** regarding the postponement date, normally the following night. If **PURCHASER** will not re-schedule the display and completely cancels the display, the **PURCHASER** agrees to pay the **SELLER** twenty-five percent (25%) of the cost of the display, Three Thousand Four Hundred Ninety-Eight Dollars and Seventy-Five cents (\$ 3,498.75).

Witness whereof, we have caused our signatures to be affixed to this document, on this ____ day of _____, 2012.

SELLER:

PURCHASER:

RAINBOW FIREWORKS, Inc.

CITY OF McALESTER

By: _____
Authorized Agent

By: _____
Authorized Agent

July 4th Fireworks Display

Date:

13 February 2012

FROM

Hance Pyrotechnics

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

TO

Name **City of McAlester**

Add **P O Box 578**

City **McAlester, OK 74502**

Phone **918-423-9300 City Hall**

Contact **Jerry Lynn 918-420-3976**

Loc: **SE Expo**

July 4th 20 Min show

Show Budget

\$ 13,500.00

Item Description

<u>Units/</u>	<u>Units</u>	<u>Total</u>	<u>Price</u>	<u>Shot Cou</u>	<u>Extended</u>		
<u>case</u>	<u>Ordered</u>	<u>Weight</u>		<u>Each</u>	<u>Amount</u>		
72	432	259.20	\$	4.25	432	\$	1,836.00
6\10\60	120	72.00	\$	4.75	120	\$	570.00
	552						
36	144	158.40	\$	7.25	144	\$	1,044.00
6\5\30	60	66.00	\$	7.94	60	\$	476.40
	204						
24	96	211.20	\$	12.95	96	\$	1,243.20
4\5\20	60	132.00	\$	13.95	60	\$	837.00
	156						
9	126	461.16	\$	21.95	126	\$	2,765.70
	126						
4	16	101.12	\$	51.19	16	\$	819.04
	16						
4	4	132.00	\$	135.00	4	\$	540.00
	4						

1058

Total Shot Count **1058**

Shot Count

	Total Weight	
<u>Net Items</u>		
Supplies, E match, Wire, Quick match	900	
Insurance Fee \$1,000,000.00		
Shipping and Handling		
Shooters Fees		

2,651.08

<u>Product Total</u>	\$	10,131.34
	\$	475.00
10%	\$	1,350.00
	\$	193.66
10%	\$	1,350.00
<i>Net Order</i>	\$	13,500.00

Total of

1058 shots in Display

Electronic fired Show

X

X

Authorized Signature

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

AGREEMENT FOR FIREWORKS DISPLAY

THIS AGREEMENT made and entered into this 13th day of February 2012, by and between Hance Pyrotechnics, whose principal place of business is Tahlequah, Oklahoma, sometimes hereinafter referred to as Seller, and City of McAlester, of PO Box 578 McAlester, OK 74502 sometimes hereinafter referred to as Purchaser,

WITNESSETH:

WHEREAS, Hance Pyrotechnics, was the successful bidder for a pyrotechnic display (hereafter "fireworks display") to be performed and displayed on July 4th, 2012 with a rain date of July 5th, for Client, and

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

WHEREAS, in exchange for signing this contract, Hance Pyrotechnics shall be entitled to a payment of the successfully bid amount of \$13,500.00, inclusive of tax, payable as hereafter provided.

NOW THEREFORE, the parties hereto agree as follow:

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

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

3. Compensation to Seller: Purchaser shall pay to Seller the amount of \$13,500.00. The sum shall be paid to Seller with 50% down as a non refundable deposit upon signing the contract, and remaining amount due on or before the contracted date of the display.

4. Weather, election to postpone: The parties understand that weather may prevent the ability to perform the fireworks display. In the event inclement weather is present on the day the display is scheduled to occur, the event may be postponed by mutual agreement by the parties. The fireworks display shall not be performed in the event any government body or agency with authority in regard to the

Fireworks display shall direct, in writing or otherwise, that the display should not occur. The event will

then be rescheduled by mutual agreement by the parties to the rain date within the calendar year and The Purchaser agrees to pay an additional cost of not more than \$200.00 per day, but is limited to not more than 3 days, for security Seller will arrange for said security.

Should the event be moved to another date or a new location within the calendar year Purchaser agrees to pay Seller an additional fee equal to: 10% for a postponement notice of 6-10 days before contract date, 15% for a postponement notice of 1-5 days before contract date, and 20% of the contracted amount to cover the cost of display equipment, crews, and the dismantling of the fireworks display but only if postponed on the contracted date. Purchaser also agrees to pay all permit and insurance fees that have and will occur with the postponement.

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

6. Liability:

a. Performance: Seller shall not be liable for any faulty performance of equipment or products that could not reasonably have been discovered prior to the commencement of the fireworks display. Should conditions arise that the fireworks display is recommended by the Seller to be rescheduled due to the above conditions, a reschedule date will be within the calendar year acceptable to both parties for the balance of the fireworks display. Seller shall use its best efforts to ensure that the display will proceed as planned and Seller will secure, prepare and deliver said fireworks and/or will make necessary substitutions of equal or greater value.

b. Harm to third parties or property: Seller shall not be liable for harm to any Spectators, third parties, or improvements to property within the vicinity of the fireworks display area and that Purchaser will do everything possible to keep the fireworks display area clear of all Spectators, third parties, and improvements to property. Seller covenants that it will use its best efforts to avoid any such harm pursuant to the foregoing section.

7. Past due accounts: Purchaser shall be responsible for any balance that is not paid at the time it becomes due and shall bear interest at a rate of 1 3/4% per month compounded daily and for any and all collection cost, court cost, attorneys fees and all cost pertaining to the collection of payments, filings, processing, correspondence and fees for personnel and collection companies in the collection of payment.

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

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

IN WITNESS WHEREOF, this Agreement has been executed this ____ day of _____, 2012.

Hance Pyrotechnics
Neil Hance

By _____
Title _____

Seller

Purchaser

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

Certificate of Insurance

111114

Issue Date: 5/1/2012

PRODUCER
Deborah Merlino
Combined Specialties International, Inc.
205 San Marin Drive, Suite 5
Novato, California 94945

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 LAYER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
Liberty Pyrotechnics, LLC
1916 Crane Drive
Joplin, MO 64804

INSURER A: Underwriters, Lloyd's London

INSURER B:

INSURER C:

INSURER D:

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE NAMED INSURED ABOVE FOR THE 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 INCLUDING, BUT NOT LIMITED TO THOSE FOLLOWING: LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS, ADDITIONAL CONDITIONS AND EXCLUSIONS: 1) THE INSURANCE EVIDENCED BY THIS CERTIFICATE IS LIABILITY INSURANCE ONLY, IT IS NOT A BOND OR ANY FORM OF SURETY AGAINST WHICH SOMEONE OTHER THAN "INSURED" MAY ASSERT A CLAIM OR BRING ANY ACTION. SUBJECT TO POLICY TERMS, CONDITIONS, DEFINITIONS AND EXCLUSIONS THE INSURANCE ONLY INDEMNIFIES AN INSURED AGAINST CERTAIN LEGAL LIABILITY. 2) THE INSURANCE DOES NOT COVER CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE OF THE NAMED INSURED'S SHOOTER(S) ASSISTANT(S) OR ANY OTHER PERSON(S) INCLUDING ANY VOLUNTEER(S) PARTICIPATING IN ANY WAY IN ANY DISPLAY OR SPECIAL EFFECT PERFORMED OR EXECUTED BY THE NAMED INSURED. 3) COVERAGE DOES NOT APPLY TO CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE INSURED'S FAILURE TO FOLLOW NFPA OR OTHER APPLICABLE REQUIREMENTS, LAWS OR RECOMMENDATIONS, INCLUDING THOSE RELATING TO POST DISPLAY OR SPECIAL EFFECT SEARCHES OR CLEAN UP.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (DD/MM/YY)	POLICY EXPIRATION DATE (DD/MM/YY)	LIMITS	
A	GENERAL LIABILITY CLAIMS MADE	CSI-998530-11	10/21/2011	10/21/2012	EACH ACCIDENT	\$1,000,000
					MEDICAL EXP (any one person)	\$5,000
					FIRE LEGAL LIABILITY	\$50,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS-COMP/OPS AGG	\$1,000,000
	AUTOMOBILE LIABILITY ANY AUTO ANY OWNED AUTO SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Each accident)	
					BODILY INJURY (Per Person)	
					BODILY INJURY (Per Accident)	
					PROPERTY DAMAGE (Per person)	
	EXCESS LIABILITY FOLLOWING FORM				EACH ACCIDENT	
					AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY OTHER LIMITS	
					E.L. EACH ACCIDENT	
					E.L. DISEASE-EA EMPLOYER	
					E.L. DISEASE-POLICY LIMIT	
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

City of McAlester is Additional Insured as respects the July 4, 2012 (RD: July 5, 2012) 1.3G Fireworks Display at Expo Center

CERTIFICATE HOLDER

City of McAlester
P.O.Box 578
McAlester, OK 74502

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

Deborah M. Merlino

AUTHORIZED REPRESENTATIVE



References

LIBERTY PYROTECHNICS, LLC. PROUDLY PRESENTS.....

SOME OF OUR SATISFIED CUSTOMERS

UNIVERSITY OF NORTH TEXAS

HANK DICKERSON 940-565-3339

KIWANIS CLUB OF DENTON, TEXAS

VIRGINIA HAMMERLE 940-387-6323

CITY OF JOPLIN, MO

DALE BROOKS 417-624-0820 EXT.307

CITY OF TEXARKANA, TEXAS

CHRIS BLACK 903-798-3994

CITY OF GROVE, OKLAHOMA

DEBBIE BOTTOROFF 918-786-8798 EXT.120

SAINT SIMONS ISLAND GLYNN COUNTY, GEORGIA

KAY YOUNG

912-554-7135

CITY OF BRECKENRIDGE, TEXAS CHAMBER OF COMMERCE

SHARON MENDOZA

254-559-2301

CITY OF PEACHTREE CITY, GEORGIA

DAVE WILLIAMSON

770-631-2091

THIS IS A PARTIAL LIST OF OUR SATISFIED CUSTOMERS IF YOU FEEL YOU NEED MORE PLEASE LET US KNOW AND WE WILL GIVE YOU A COMPLETE LIST OF ALL OUR SHOWS FROM THE YEARS PAST.



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>May 8, 2012</u>	Item Number:	<u>4</u>
Department:	<u>Public Works-Engineering</u>		
Prepared By:	<u>John C. Modzelewski, PE</u>	Account Code:	<u>02-5973302</u>
Date Prepared:	<u>April 30, 2012</u>	Budgeted Amount:	<u>\$24,800</u>
		Exhibits:	<u>8</u>

Subject

Consider, and act upon, an Agreement for Engineering Services with Meshek & Associates, PLC for the analysis of the upper 640 acres of the Tributary C drainage basin of Sandy Creek.

Recommendation

Motion to approve authorizing the Mayor to sign an Agreement for Engineering Services with Meshek & Associates, PLC for the analysis of the upper 640 acres of the Tributary C drainage basin of Sandy Creek.

Discussion

This agreement will allow Meshek & Associates PLC to provide engineering services for the drainage study of the Sandy Creek Tributary C (Basin Wide) Drainage Study. This is commonly known as the 9th & Illinois study area. This Master Drainage Plan Study area includes approximately 640 acres upstream of South Avenue. This project will develop a hydrology model, detailed channel hydraulics with floodplain analysis and storm sewer analysis. The Professional Services Fee for this study will not exceed \$24,800. This Agreement has been reviewed by the City Attorney.

Attachments:

- 1) Agreement for Engineering Services – Sandy Creek Upper TRIB C Drainage Study
- 2) Attachment A – Project Description
- 3) Master Drainage Plan Study Areas Map
- 4) Attachment B – Studyscope of Services
- 5) Attachment C – Responsibilities of the City
- 6) Attachment D – Study Compensation
- 7) Attachment E – 2012 Billing Rate Sheet
- 8) Attachment F – Schedule

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	JCM	04/30/12
City Manager	P. Stasiak <i>PJS</i>	04/30/12

**AGREEMENT
FOR
ENGINEERING SERVICES
SANDY CREEK UPPER TRIB C DRAINAGE STUDY**

THIS AGREEMENT, made and entered into this ____ day of _____, 2012 between the City of McAlester, Oklahoma, a Municipal Corporation of Oklahoma, hereinafter referred to as CITY, and Meshek & Associates, PLC hereinafter referred to as ENGINEER;

WITNESSETH:

WHEREAS, CITY intends acquire professional engineering services necessary for the analysis of the upper 640 acres of the Tributary C drainage basin of Sandy Creek, hereinafter referred to as the PROJECT; and,

WHEREAS, CITY requires certain professional services in connection with the PROJECT, including the development of an updated hydrology model, detailed open channel hydraulics with floodplain analysis, and storm sewer analysis, hereinafter referred to as the SERVICES; and,

WHEREAS, ENGINEER, is prepared to provide such SERVICES;

WHEREAS, funding is available for the PROJECT through _____.

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

1. PROJECT DESCRIPTION. The scope of the PROJECT is described in Attachment A, PROJECT DESCRIPTION, which is attached hereto and incorporated by reference as part of this AGREEMENT.
2. SERVICES TO BE PERFORMED BY ENGINEER. ENGINEER shall perform the SERVICES described in Attachment B, SCOPE OF SERVICES, which is attached hereto and incorporated by reference as part of this AGREEMENT.
3. CITY'S RESPONSIBILITIES. CITY shall be responsible for all matters described in Attachment C, RESPONSIBILITIES OF THE CITY, which is attached hereto and incorporated by reference as part of this AGREEMENT.
4. COMPENSATION. CITY shall pay ENGINEER in accordance with Attachment D, COMPENSATION, and further described in Attachment E, BILLING RATE SHEET, which are attached hereto and incorporated by reference as part of this AGREEMENT.
5. SCHEDULE. ENGINEER shall perform the SERVICES described in Attachment B, SCOPE OF SERVICES, in accordance with the schedule set forth in Attachment F, SCHEDULE, attached hereto and incorporated by reference as part of this AGREEMENT.
6. STANDARD OF PERFORMANCE. ENGINEER shall perform the SERVICES undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity and with the applicable laws and regulations published and in effect at the time of performance of

the SERVICES. The PROJECT shall be designed and engineered in a good and workmanlike manner and in strict accordance with this AGREEMENT. All engineering work shall be performed by or under the supervision of Professional Engineers licensed in the State of Oklahoma, and properly qualified to perform such engineering services, which qualification shall be subject to review by CITY. Other than the obligation of the ENGINEER to perform in accordance with the foregoing standards, no warranty, either express or implied, shall apply to the SERVICES to be performed by the ENGINEER pursuant to this AGREEMENT or the suitability of ENGINEER'S work product.

7. LIMITATION OF RESPONSIBILITY.

- 7.1. ENGINEER shall not be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the PROJECT.
- 7.2. The presence of ENGINEER's personnel at a construction site is for the purpose of providing to the CITY a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s).
- 7.3. In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of ENGINEER.
- 7.4. Record drawings will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. ENGINEER is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.
- 7.5. ENGINEER's deliverables, including record drawings, are limited to the sealed and signed hard copies. Computer-generated drawing files furnished by ENGINEER are for CITY or others' convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.

8. OPINIONS OF COST AND SCHEDULE.

- 8.1. Since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors', subcontractors', or vendors' methods of determining prices, or over competitive bidding or market conditions, ENGINEER's cost estimates shall be made on the basis of qualifications and experience as a Professional Engineer.

- 8.2. Since ENGINEER has no control over the resources provided by others to meet construction contract schedules, ENGINEER's forecast schedules shall be made on the basis of qualifications and experience as a Professional Engineer.

9. LIABILITY AND INDEMNIFICATION.

- 9.1. ENGINEER shall defend and indemnify CITY from and against legal liability for damages arising out of the performance of the SERVICES for CITY, including but not limited to any claims, costs, attorney fees, or other expenses of whatever nature where such liability is caused by the negligent act, error, or omission of ENGINEER, or any person or organization for whom ENGINEER is legally liable. Nothing in this paragraph shall make the ENGINEER liable for any damages caused by the CITY or any other contractor or consultant of the CITY.
- 9.2. ENGINEER shall not be liable to CITY for any special, indirect or consequential damages, such as, but not limited to, loss of revenue, or loss of anticipated profits.

10. CONTRACTOR INDEMNIFICATION AND CLAIMS.

- 10.1. CITY agrees to include in all construction contracts the provisions of Articles 7.1, and 7.2, and provisions providing contractor indemnification of CITY and ENGINEER for contractor's negligence.
- 10.2. CITY shall require construction contractor(s) to name CITY and ENGINEER as additional insureds on the contractor's general liability insurance policy.

11. COMPLIANCE WITH LAWS. In performance of the SERVICES, ENGINEER shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria and standards. ENGINEER shall procure the permits, certificates, and licenses necessary to allow ENGINEER to perform the SERVICES. ENGINEER shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to ENGINEER in Attachment B, SCOPE OF SERVICES.

12. INSURANCE.

- 12.1. During the performance of the SERVICES under this AGREEMENT, ENGINEER shall maintain the following insurance:
- 12.1.1. General Liability Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence and not less than \$1,000,000 in the aggregate, and with property damage limits of not less than \$100,000 for each occurrence and not less than \$100,000 in the aggregate.
- 12.1.2. Automobile Liability Insurance with bodily injury limits of not less than \$1,000,000 for each person and not less than \$1,000,000 for each accident and with property damage limits of not less than \$100,000 for each accident.

12.1.3. Worker's Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance with limits of not less than \$100,000 for each occurrence.

12.1.4. Errors and Omissions Insurance to remain in effect during the PROJECT and the term of any legal liability. Errors and Omissions coverage to be for a minimum of \$1,000,000, deductibles subject to approval.

12.2. ENGINEER shall furnish CITY certificates of insurance which shall include a provision that such insurance shall not be canceled without at least 30 days written notice to the CITY.

13. OWNERSHIP AND REUSE OF DOCUMENTS.

13.1. All documents, including original drawings, estimates, specifications, field notes and data shall become and remain the property of the CITY.

13.2. CITY'S reuse of such documents without written verification or adaptation by ENGINEER for the specific purpose intended shall be at CITY's risk.

14. TERMINATION OF AGREEMENT.

14.1. The obligation to continue SERVICES under this AGREEMENT may be terminated by either party upon fifteen days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

14.2. CITY shall have the right to terminate this AGREEMENT, or suspend performance thereof, for CITY's convenience upon written notice to ENGINEER; and ENGINEER shall terminate or suspend performance of SERVICES on a schedule acceptable to CITY. In the event of termination or suspension for CITY'S convenience, CITY shall pay ENGINEER for all SERVICES performed to the date of termination in accordance with provisions of Attachment D, COMPENSATION. Upon restart of a suspended project, ENGINEER's contract price and schedule shall be equitably adjusted.

15. NOTICE.

Any notice, demand, or request required by or made pursuant to this AGREEMENT shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

To ENGINEER: MESHEK & ASSOCIATES, PLC
1437 S. Boulder Ave.
Suite 1080
Tulsa, OK 74119
Attention: W. Brandon Claborn, PE, CFM

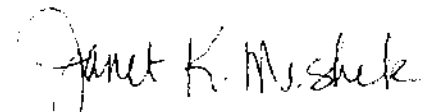
To CITY: CITY OF McALESTER, OKLAHOMA
P.O. Box 578
McAlester, OK 74502
Attention: Cliff Pitner, CFM

- 15.1. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of ENGINEER and CITY.
16. UNCONTROLLABLE FORCES. Neither CITY nor ENGINEER shall be considered to be in default of this AGREEMENT if delays in or failure of performance shall be due to forces which are beyond the control of the parties; including, but not limited to: fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage; inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either CITY or ENGINEER under this AGREEMENT; strikes, work slowdowns or other labor disturbances, and judicial restraint.
17. SEVERABILITY. If any portion of this AGREEMENT shall be construed by a court of competent jurisdiction as unenforceable, such portion shall be severed herefrom, and the balance of this AGREEMENT shall remain in full force and effect.
18. INTEGRATION AND MODIFICATION. This AGREEMENT includes Attachments A, B, C, D, E and F, and represents the entire and integrated AGREEMENT between the parties; and supersedes all prior negotiations, representations, or agreements pertaining to the SCOPE OF SERVICES herein, either written or oral. CITY may make or approve changes within the general SCOPE OF SERVICES in this AGREEMENT. If such changes affect ENGINEER's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT. This AGREEMENT may be amended only by written instrument signed by each of the Parties.
19. DISPUTE RESOLUTION PROCEDURE. In the event of a dispute between the ENGINEER and the CITY over the interpretation or application of the terms of this AGREEMENT, the matter shall be referred to the City's Director of Public Works for resolution. If the Director of Public Works is unable to resolve the dispute, the matter shall be referred to the City Manager for resolution. Regardless of these procedures, neither party shall be precluded from exercising any rights, privileges or opportunities permitted by law to resolve any dispute.
20. ASSIGNMENT. ENGINEER shall not assign its obligations undertaken pursuant to this AGREEMENT, provided that nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates, and subcontractors as ENGINEER may deem appropriate to assist ENGINEER in the performance of the SERVICES hereunder.
21. APPROVAL. It is understood and agreed that all work performed under this AGREEMENT shall be subject to inspection and approval by the Public Works Department of the City of McAlester, and any plans or specifications not meeting the terms set forth in this AGREEMENT will be replaced or corrected at the sole expense of the ENGINEER. The ENGINEER will meet with the City staff initially and monthly thereafter and will be available for public meetings and/or City of McAlester presentations.

22. KEY PERSONNEL. In performance of the SERVICES hereunder, ENGINEER has designated Brandon Claborn as Project Manager for the PROJECT. ENGINEER agrees that no change will be made in the assignment of this position without prior approval of CITY.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT in multiple copies on the respective dates herein below reflected to be effective on the date executed by the Mayor of the City of McAlester.

Meshek & Associates, PLC



Janet K. Meshek, PE, CFM

Principal Engineer

Date: 04/25/2012

APPROVED:

CITY OF McALESTER, OKLAHOMA

City Clerk

Mayor

Date _____

APPROVED AS TO FORM:

City Attorney

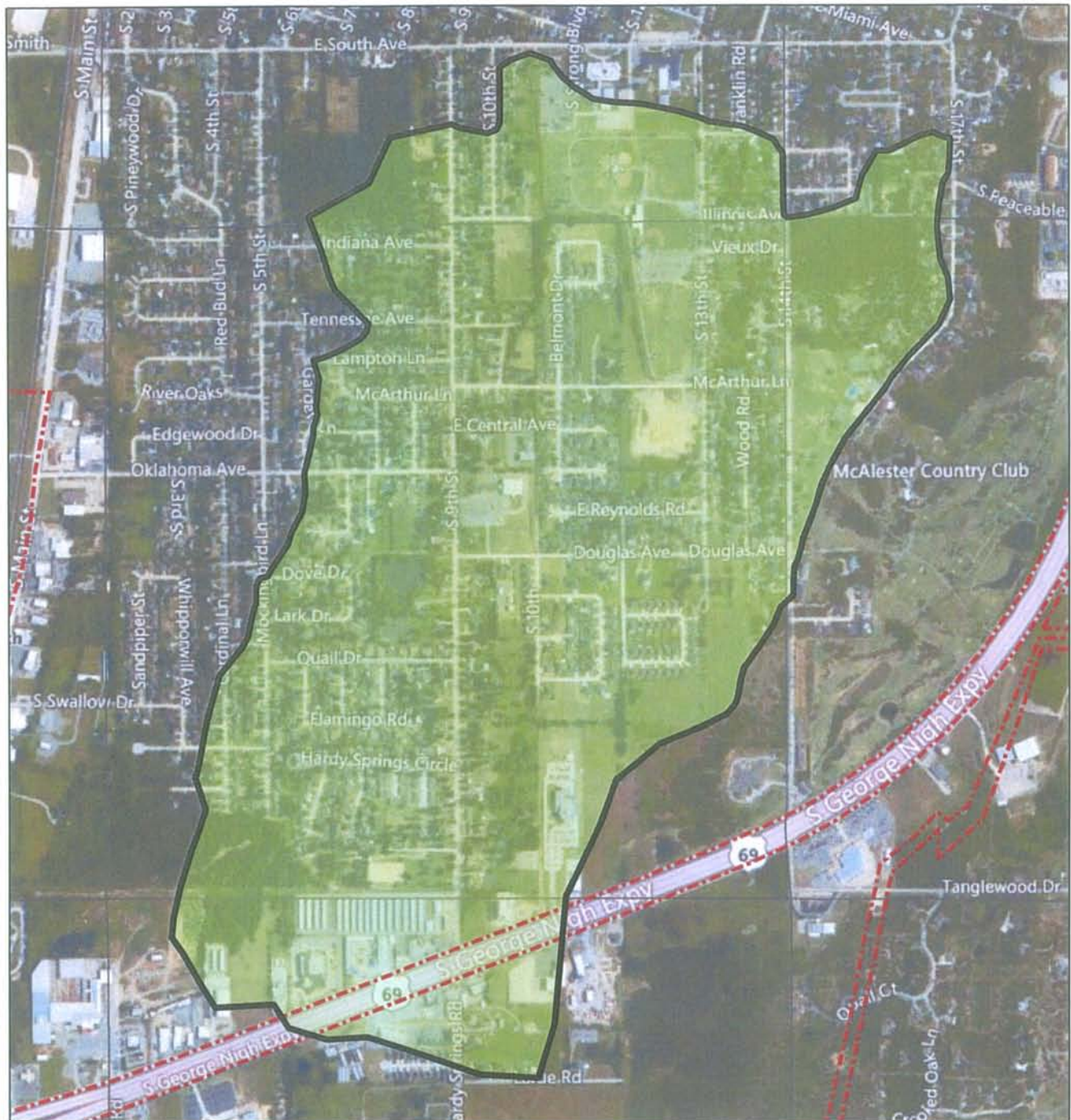
**AGREEMENT
FOR
ENGINEERING SERVICES
SANDY CREEK UPPER TRIB C DRAINAGE STUDY**

**Project Description
Attachment A**

SCOPE OF PROJECT. The PROJECT shall consist of the analysis of the upper 640 acres of the Tributary C drainage basin of Sandy Creek as shown in Exhibit 1. This includes the development of an updated hydrology model, detailed open channel hydraulics with floodplain analysis and storm sewer analysis.

Exhibit 1 - Master Drainage Plan Study Areas

Miles
0 0.1 0.2



City of McAlester

Legend

- Sections
- City Limits
- MDP Study Basin



**AGREEMENT
FOR
ENGINEERING SERVICES
SANDY CREEK UPPER TRIB C DRAINAGE STUDYSCOPE OF SERVICES
ATTACHMENT B**

The services to be performed by the ENGINEER, Meshek & Associates, PLC, under this AGREEMENT will consist of assistance to the City of McAlester with the improvement of certain drainage structures to mitigate drainage problems in the study area. Further, it is understood and agreed that the date of beginning, rate of progress, and the time of completion of the work to be done hereunder are essential provisions of this AGREEMENT; and it is further understood and agreed that the work embraced in this AGREEMENT shall commence upon execution of this AGREEMENT and receipt of Notice to Proceed. All work must be complete within 90 days of acceptance of the Notice to Proceed.

B.1. Basic Services of ENGINEER. The basic services of the ENGINEER shall include, but are not limited to the following tasks:

- B.1.1. Basin Wide Drainage Study for Tributary C of Sandy Creek Upstream of South Avenue (approximately 640 acres)**
 - a. Obtain Base Data from the City (contours, survey data, storm sewer and utility data)**
 - b. Combine Known Data and Establish Base Files**
 - c. Develop Existing Hydrology HEC-HMS Model for the Basin**
 - d. Develop Existing Hydraulic HEC-RAS Model for the Basin**
 - e. Develop Existing Storm Sewer Model in Known Problem Areas**
 - f. Define Problem Areas With Input from City Staff**
 - g. Analyze Alternatives for Each Problem Area (minimum of two, maximum of three)**
 - h. Prepare a Report with Recommendations Including Conceptual Plans and Cost Estimates**

**AGREEMENT
FOR
ENGINEERING SERVICES
SANDY CREEK UPPER TRIB C DRAINAGE STUDY**

**Responsibilities of the City
Attachment C**

RESPONSIBILITIES OF THE CITY. The CITY agrees:

- C.1** **Reports, Records, etc.** To furnish, as required by the work, and not at expense to the ENGINEER:
- C.1.1 Records, reports, studies, plans, drawings, and other data available in the files of the CITY that may be useful in the work involved under this AGREEMENT.
- C.1.2 ENGINEER will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CITY.
- C.2** **Access.** To provide access to public and private property when required in performance of ENGINEER's services.
- C.3** **Staff Assistance.** Designate in writing a person to act as its representative in respect to the work to be performed under this AGREEMENT, and such person shall have complete authority to transmit instructions, receive information, interpret and define CITY's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this AGREEMENT.
- C.3.1 Furnish staff assistance in locating, both horizontally and vertically, existing CITY owned utilities and in expediting their relocation as described in Attachment B. Further, CITY will furnish assistance as required in obtaining locations of other utilities, including "potholing".
- C.3.2 Provide access to CITY property and staff as needed to develop the Conceptual Design Report.
- C.4** **Review.** Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by ENGINEER and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

**AGREEMENT
FOR
ENGINEERING SERVICES
SANDY CREEK UPPER TRIB C DRAINAGE STUDY Compensation
Attachment D**

COMPENSATION. The CITY agrees to pay, as compensation for services set forth in Attachment B, the following fees, payable monthly as each Phase of the work progresses; and within 30 calendar days of receipt of invoice. ENGINEER shall submit monthly invoices based upon actual hours or work, invoiced according the Rate Schedule provided in Attachment E, completed at the time of billing. Invoices shall be accompanied by such documentation as the CITY may require in substantiation of the amount billed.

D.1 **Total Compensation.**

D.1.1 For the work under this project, Attachment B, the total maximum billing including direct costs and subconsultant services is Twenty-four Thousand Eight Hundred Dollars and No Cents (\$24,800.00), which total amount shall not be exceeded without further written authorization by the CITY. The hourly rate schedule is included in Attachment E of this Agreement. Compensation will be paid for actual hours worked. A detailed breakdown of hours and tasks is included in Attachment D-1.

D.2 **Subconsultants and Other Professional Associates.** Services of subcontractors and other professionals shall be compensated for at actual cost if required.

D.3 **Other Direct Costs.**

D.3.1 Travel and subsistence shall be compensated for at actual cost. Local travel by personal or firm automobile shall be compensated for at \$0.51 per mile or current governmental rate.

D.3.2 Printing expenses shall be reimbursed as shown in Attachment E.

D.3.3 Any other direct costs shall be compensated for at actual cost.

D.4 **Additional Services.** Unless otherwise provided for in any accepted and authorized proposal for additional services, such services shall be compensated for on the same basis as provided for in D.2 and D3.

- D.5 Terminated Services. If this AGREEMENT is terminated, ENGINEER shall be paid for services performed to the effective date of termination as follows:
- D.5.1 For hourly services as presented in Attachment E.
- D.6 Conditions of Payment.
- D.6.1 Progress payments shall be made in proportion to services rendered and expenses incurred as indicated within this AGREEMENT and shall be due and owing within thirty days of ENGINEER's submittal of his progress payment invoices.
- D.6.2 If CITY fails to make payments due ENGINEER within sixty days of the submittal of any progress payment invoice, ENGINEER may, after giving fifteen days written notice to CITY, suspend services under this AGREEMENT.
- D.6.3 If the PROJECT is delayed, or if ENGINEER's services for the PROJECT are delayed or suspended for more than ninety days for reasons beyond ENGINEER's control, ENGINEER may, after giving fifteen days written notice to CITY, request renegotiation of compensation.

**AGREEMENT
FOR
ENGINEERING SERVICES
SANDY CREEK UPPER TRIB C DRAINAGE STUDY
2012 Billing Rate Sheet
Attachment E**

Hourly Rates For: Meshek & Associates, PLC:

E.1 The billing rates will be as follows:

Project Principal II	\$ 165/hour
Project Principal	\$ 160/hour
Project Manager	\$ 150/hour
Senior Project Engineer	\$ 135/hour
Junior Project Engineer	\$ 105/hour
Engineer Intern	\$ 90/hour
Engineering Technician	\$ 80/hour
Engineering Designer	\$ 90/hour
CAD Technician	\$ 80/hour
Construction Manager	\$ 80/hour
Construction Inspector	\$ 60/hour
Planning and ROW Specialist	\$ 105/hour
Survey Crew Chief	\$ 90/hour
Survey Technician	\$ 45/hour
GIS Project Manager	\$ 125/hour
GIS Specialist III	\$ 115/hour
GIS Specialist II	\$ 90/hour
GIS Specialist I	\$ 85/hour
GIS Analyst	\$ 55/hour
Clerical	\$ 60/hour

E.2 Travel Expense:

Total mileage traveled for field and office visits x \$0.51/mile or current government rate.

E.3 Reproduction costs:

E.3.1 In-house reproduction:

8-1/2"x11" black/white	\$ 0.08/each
8-1/2"x11" color	\$ 0.15/each
11"x17" black/white	\$ 0.20/each
11"x17" color	\$ 0.35/each
22" x 34" black/white	\$ 3.00/each
22" x 34" color	\$ 10.00/each
Black and White Plots	\$ 18.00/each
Color Plot	\$ 28.00/each

E.3.2 Outside reproduction - At Cost plus 15%

E.4 Miscellaneous expenses and sub-consultant fees: At Cost plus 5%

**AGREEMENT
FOR
ENGINEERING SERVICES
SANDY CREEK UPPER TRIB C DRAINAGE STUDY
Attachment F
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- F.1 Upon acceptance of a notice to proceed, a final report and electronic copies of data will be submitted to the City within 90 days.

Council Chambers
Municipal Building
April 24, 2012

The McAlester Airport Authority met in a Regular session on Thursday, April 24, 2012, at 6:00 P.M. after proper notice and agenda was posted April 20, 2012.

Present: Robert Karr, Buddy Garvin, Weldon Smith, Travis Read & Steve Harrison
Absent: Sam Mason
Presiding: Steve Harrison, Chairman

A motion was made by Mr. Read and seconded by Mr. Smith to approve the following:

- Approval of the Minutes from the April 10, 2012 Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item C, regarding claims ending April 17, 2012. *(Toni Ervin, Chief Financial Officer)* in the amount of \$1,113.94.
- Confirm action taken on City Council Agenda Item O, to ratify an indefinite remote deposit service agreement between the First National Bank and City of McAlester to provide certain electronic capture services, specifically remote deposit capture. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item Q, to ratify a two (2) year letter of engagement for actuarial services between the City of McAlester and Apex Global Partners. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item T, to ratify a ninety-nine (99) year Lease of Real Property between the City of McAlester and DLI McAlester LLC for a DEA Field Office on Airport Road. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item W, ratify an indefinite period for a Facilities Space Agreement between the City of McAlester and Oklahoma Department of Environmental Quality for the Air Quality Monitoring Site located at the Manager's Airport Control Tower 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, Chief Financial Officer)*

- Confirm action taken on City Council Agenda Item 10, a Resolution to adopt the Capital Improvement Program 2012/2013-2016/2017. *(Peter J. Stasiak, City Manager)*

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

AYE: Trustees Karr, Garvin, Smith, Read, & Chairman Harrison

NAY: None

Chairman Harrison declared the motion carried.

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

AYE: Trustees Karr, Garvin, Smith, Read, & Chairman Harrison

NAY: None

Chairman Harrison declared the motion carried.

ATTEST:

Steve Harrison, Chairman

Cora Middleton, Secretary

Council Chambers
Municipal Building
April 24, 2012

The McAlester Public Works Authority met in a Regular session on Thursday, April 24, 2012, at 6:00 P.M. after proper notice and agenda was posted April 20, 2012.

Present: Weldon Smith, Travis Read, Robert Karr, Buddy Garvin & Steve Harrison
Absent: Sam Mason
Presiding: Steve Harrison, Chairman

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

- Approval of the Minutes from the April 10 , 2012 Regular Meeting of the McAlester Public Works Authority *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item C, regarding claims ending April 17, 2012. *(Toni Ervin, Chief Financial Officer)* in the amount of \$108,536.07.
- Confirm action taken on City Council Agenda Item D, Authorize the Mayor to sign a Resolution directing filing and notification for the publication of biennial supplements to the McAlester City Code of 1972. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item E, Ratify a One (1) year State Contract SW403 between City of McAlester and SimplexGrinnell in the amount of \$4,118 for maintenance and annual testing of Fire Alarm System in City Hall. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item F, Ratify a one (1) year Contract between the City of McAlester and Z-Bird Vending for Full Service Vending. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item K, to ratify a five (5) year lease-purchase agreement between the City of McAlester and Welch State Bank for a John Deere 410J Backhoe. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item O, Ratify an indefinite remote deposit service agreement between the First National Bank and City of McAlester to provide certain electronic capture services, specifically remote deposit capture. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item Q, to ratify a two (2) year letter of engagement for actuarial services between the City of McAlester and Apex Global Partners. *(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, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 7, a quote from AT&T for the upgrade of existing data and equipment in the E-911 Dispatch Center, utilizing the current E-911 Grant. *(Jim Lyles, Police Chief)*
- Confirm action taken on City Council Agenda Item 9, an Agreement for Engineering Services with Meshek & Associates, PLC for the design of drainage improvements design at the intersection of Mallard Lane and Flamingo Road. *(John C. Modzelewski, PE, City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item 10, a Resolution to adopt the Capital Improvement Program 2012/2013-2016/2017. *(Peter J. Stasiak, City Manager)*

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

AYE: Trustees Smith, Read, Karr, Garvin & Chairman Harrison

NAY: None

Chairman Harrison declared the motion carried.

There being no further business to come before the Authority, Mr. Garvin moved for the meeting to be adjourned, seconded by Mr. Smith.

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

AYE: Trustees Smith, Read, Karr, Garvin & Chairman Harrison

NAY: None

Chairman Harrison declared the motion carried.

Steve Harrison, Chairman

ATTEST:

Cora Middleton, Secretary