



# McAlester City Council

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## NOTICE OF MEETING

### Regular Meeting Agenda

Tuesday, June 22, 2010 – 6:00 pm  
McAlester City Hall – Council Chambers  
28 E. Washington  
McAlester, Oklahoma 74501

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

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

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

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

### CALL TO ORDER

*Announce the presence of a Quorum.*

### INVOCATION & PLEDGE OF ALLEGIANCE

- Pastor, Donald E. Brown, First Baptist Rentiesville

### ROLL CALL

### CITIZENS COMMENTS ON NON-AGENDA ITEMS

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

**CONSENT AGENDA**

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

- A. Approval of the Minutes from the May 25, 2010, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of the Minutes from the May 27, 2010, Special Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- C. Approval of Claims for June 9, 2010 through June 22, 2010. *(Gayla Duke, Chief Financial Officer)*

**ITEMS REMOVED FROM CONSENT AGENDA**

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**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. 2327 which established the budget for fiscal year 2009-2010; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency.
- An Ordinance of the City of McAlester, Oklahoma Adopting the Operating Budget for fiscal year 2010-2011; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency.
- An Ordinance of the City of McAlester, Oklahoma amending Article IV, Solid Waste, Division II, Section 106.327, Charges for removal of Refuse, Sub-Paragraphs (a) and (b); Enacting Section 106.328, Recycling and Creating a Recycling fee; amending Division III, Section 106.358, Establishing a Landfill fee to comply with Federal Mandated Subtitle "D" Regulations; and amending Section 106.359, Establishing a .25 cent fee to comply with State Landfill Requirements, and Declaring an Emergency.

**SCHEDULED BUSINESS**

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1. Presentation; Accept and place on file the McAlester Economic Development Services (MEDS) annual report. *(Shari Cooper, Executive Director, MEDS)*

Executive Summary

Required annual report from MEDS.

2. Consider, and act upon, authorizing the Mayor to sign a Reimbursement Services Agreement with the American Family Life Assurance Company ("Aflac"). *(Peter J. Stasiak, City Manager)*

Executive Summary

Agreement with AFLAC for a Medical Care Expense Reimbursement ("URM") Plan and/or a Dependent Care Expense Reimbursement ("DDC") Plan for our Employees in conjunction with our Flexible Benefits Plan. Section 125, Cafeteria Plan.

3. Consider, and act upon, authorizing the Mayor to sign Equipment Maintenance Agreements between the City of McAlester and BizTel Communications for the period of 07-01-2010 through 06-30-2011. (*Peter J. Stasiak, City Manager*)

Executive Summary

Equipment Maintenance Agreements between the City of McAlester and BizTel Communications ending on June 30, 2011.

4. Consider, and act upon, authorizing the Mayor to sign an Inter-Agency Agreement between the City of McAlester and the City of Krebs for Police Dispatch services for fiscal year 2010-2011. (*Jim Lyles, Police Chief*)

Executive Summary

Annual agreement for Dispatch services with the City of Krebs with a fee of \$18,000.

5. Consider, and act upon, an Ordinance amending Ordinance No. 2327 which established the budget for fiscal year 2009-2010; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. (*Gayla Duke, Chief Financial Officer*)

Executive Summary

This amendment is necessary to cover proposed revenue and/or expenditures not included in the budget for this fiscal year; Donations and transfers from MPWA to the General Fund.

6. Consider, and act upon, an Ordinance adopting the budget for the City of McAlester, Oklahoma, for the fiscal year 2010-2011. (*Gayla Duke, Chief Financial Officer*)

Executive Summary

An Ordinance, as required by the City of McAlester Charter, to adopt the operating budget for the fiscal year 2010-2011.

7. Consider, and act upon, authorizing the Mayor to sign an Engagement letter with Hulme Rahhal Henderson, Inc. for audit services for the fiscal year ending June 30, 2010. (*Gayla Duke, Chief Financial Officer*)

Executive Summary

The Audit & Financial Advisory Committee is recommending the firm of Hulme Rahhal Henderson, Inc. to perform the Audit for the fiscal year ending June 30, 2010.

8. Consider, and act upon, authorizing the Mayor to sign a Profession Services Agreement with SCS Engineers for compliance services relating to groundwater monitoring and the continuation of the permitting and design of the City of McAlester landfill. (*John Modzelewski, PE, Director of Engineering and Public Works*)

Executive Summary

An agreement with SCS Engineers that will provide various compliance services related to the landfill.

9. Consider, and act upon, authorizing the Mayor to sign a contract between the City of McAlester and Contech, LLC to repair a portion of the Sandy Creek canal wall. *(John Modzelewski, PE, Director of Engineering and Public Works)*

Executive Summary

Engineering Division has determined that Contech, LLC was the lowest, responsible and qualified bidder for the repairs to the Sandy Creek canal wall.

10. Consider, and act upon, an Agreement for Engineering Services with Meshek & Associates, Inc. for an "Impervious Area and Utility Fee Study". *(John Modzelewski, PE, Director of Engineering and Public Works)*

Executive Summary

A study related to the Stormwater program and will provide information which will be used to formulate a Stormwater Fee.

11. **TABLED** - Consider, and act upon, the Collective Bargaining Agreement between the City of McAlester and the International Association of Fire Fighters (IAFF) Local No. 2284, effective July 1, 2009 through June 30, 2010 and to include 2009-2010 Memorandum of Understanding. *(Peter J. Stasiak, City Manager)*

Executive Summary

IAFF 2009-2010 Collective Bargaining Agreement; this includes a 2009-2010 Memorandum of Understanding.

12. Consider, and act upon, an Ordinance amending The McAlester City Code, Article IV, Solid Waste, Division II, Section 106.327, Charges for removal of Refuse, Sub-Paragraphs (a) and (b); Enacting Section 106.328, Recycling and Creating a Recycling fee; amending Division III, Section 106.358, Establishing a Landfill fee to comply with Federal Mandated Subtitle "D" Regulations; and amending Section 106.359, Establishing a .25 cent fee to comply with State Landfill Requirements, and Declaring an Emergency. *(Peter J. Stasiak, City Manager)*

Executive Summary

An Ordinance adjusting the Residential fees for trash collection, establishing a Recycling fee and establishing a Landfill fee.

**NEW BUSINESS**

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

**CITY MANAGER'S REPORT**

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**REMARKS AND INQUIRIES BY CITY COUNCIL**

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**RECESS COUNCIL MEETING**

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**CONVENE AS McALESTER AIRPORT AUTHORITY**

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*Majority of a Quorum required for approval*

- Approval of the Minutes from the June 8, 2010, Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item C, regarding claims ending June 22, 2010. *(Gayla Duke, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 2, authorizing the Mayor to sign a Reimbursement Services Agreement with the American Family Life Assurance Company ("Aflac"). *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 3, authorizing the Mayor to sign Equipment Maintenance Agreements between the City of McAlester and BizTel Communications for the period of 07-01-2010 through 06-30-2011. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 6, an Ordinance adopting the budget for the City of McAlester, Oklahoma, for the fiscal year 2010-2011. *(Gayla Duke, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 7, authorizing the Mayor to sign an Engagement letter with Hulme Rahhal Henderson, Inc. for audit services for the fiscal year ending June 30, 2011. *(Gayla Duke, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 10, an Agreement for Engineering Services with Meshek & Associates, Inc. for an "Impervious Area and Utility Fee Study". *(John Modzelewski, PE, Director of Engineering and Public Works)*
- Confirm action taken on City Council Agenda Item 11, the Collective Bargaining Agreement between the City of McAlester and the International Association of Fire Fighters (IAFF) Local No. 2284, effective July 1, 2009 through June 30, 2010 and to include 2009-2010 Memorandum of Understanding. *(Peter J. Stasiak, City Manager)*

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

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*Majority of a Quorum required for approval*

- Approval of the Minutes from the June 8, 2010, Regular Meeting of the McAlester Public Works Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item C, regarding claims ending June 22, 2010. *(Gayla Duke, Chief Financial Officer)*

- Confirm action taken on City Council Agenda Item 2, authorizing the Mayor to sign a Reimbursement Services Agreement with the American Family Life Assurance Company (“Aflac”). *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 3, authorizing the Mayor to sign Equipment Maintenance Agreements between the City of McAlester and BizTel Communications for the period of 07-01-2010 through 06-30-2011. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 5, an Ordinance amending Ordinance No. 2327 which established the budget for fiscal year 2009-2010; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Gayla Duke, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 6, an Ordinance adopting the budget for the City of McAlester, Oklahoma, for the fiscal year 2010-2011. *(Gayla Duke, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 7, authorizing the Mayor to sign an Engagement letter with Hulme Rahhal Henderson, Inc. for audit services for the fiscal year ending June 30, 2011. *(Gayla Duke, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 8, authorizing the Mayor to sign a Profession Services Agreement with SCS Engineers for compliance services relating to groundwater monitoring and the continuation of the permitting and design of the City of McAlester landfill. *(John Modzelewski, PE, Director of Engineering and Public Works)*
- Confirm action taken on City Council Agenda Item 9, authorizing the Mayor to sign a contract between the City of McAlester and Contech, LLC to repair a portion of the Sandy Creek canal wall. *(John Modzelewski, PE, Director of Engineering and Public Works)*
- Confirm action taken on City Council Agenda Item 10, an Agreement for Engineering Services with Meshek & Associates, Inc. for an “Impervious Area and Utility Fee Study”.
- Confirm action taken on City Council Agenda Item 12, an Ordinance amending The McAlester City Code, Article IV, Solid Waste, Division II, Section 106.327, Charges for removal of Refuse, Sub-Paragraphs (a) and (b); Enacting Section 106.328, Recycling and Creating a Recycling fee; amending Division III, Section 106.358, Establishing a Landfill fee to comply with Federal Mandated Subtitle “D” Regulations; and amending Section 106.359, Establishing a .25 cent fee to comply with State Landfill Requirements, and Declaring an Emergency. *(Peter J. Stasiak, City Manager)*

ADJOURN MPWA.

### **CONVENE AS McALESTER RETIREMENT TRUST AUTHORITY**

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*Majority of a Quorum required for approval*

- Approval of the Minutes from the May 25, 2010, Regular Meeting of the McAlester Retirement Trust Authority. (*Cora Middleton, City Clerk*)
- Approval of Retirement Benefit Payments for the Period of June, 2010. (*Gayla Duke, Chief Financial Officer*)

ADJOURN MRTA.

### **RECONVENE COUNCIL MEETING**

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### **ADJOURNMENT**

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### **CERTIFICATION**

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*I certify that this Notice of Meeting was posted on this \_\_\_\_\_ day of \_\_\_\_\_ 2010 at \_\_\_\_\_ a.m./ p.m. as required by law in accordance with Section 303 of the Oklahoma Statutes and that the appropriate news media was contacted. As a courtesy, this agenda is also posted on the City of McAlester website: [www.cityofmcalester.com](http://www.cityofmcalester.com).*

\_\_\_\_\_  
Cora M. Middleton, City Clerk

Council Chambers  
Municipal Building  
May 25, 2010

The McAlester City Council met in Regular session on Tuesday, May 25, 2010, at 6:00 P.M. after proper notice and agenda was posted, May 21, 2010, at 10:32 A.M.

### **CALL TO ORDER**

Mayor Priddle called the meeting to order.

Pastor Wayne Hanway, All Saints Episcopal Church gave the invocation and led the Pledge of Allegiance.

### **ROLL CALL**

Council Roll Call was as follows:

Present: Chris Fiedler, Steve Harrison, John Browne, Robert Karr, Buddy Garvin, Louis Smitherman & Kevin Priddle

Absent: None

Presiding: Kevin E. Priddle, Mayor

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

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

Steve Belcher addressed the Council to express his concerns about the possible security problems with copy machines. He also expressed his concerns about personal storm shelter registration and the City providing an area for the public to seek shelter during storms and a system to notify the public where storm shelters may be located.

### **Recognition of City of McAlester Employee of the Month**

- **Employee of the Month for April 2010 is Terri Edwards, Police Department**

Mayor Priddle presented April 2010, Employee of the Month Terri Edwards with a plaque, certificate and a savings bond.

### **Consent Agenda**

- A. Approval of the Minutes from the April 27, 2010, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*



- B. Approval of the Minutes from the May 5, Special Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- C. Approval of the Minutes from the May 11, 2010, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- D. Approval of Claims for May 12, 2010 through May 25, 2010. *(Gayla Duke, Chief Financial Officer)* In the following amounts: General Fund - \$162,247.96; Parking Authority - \$123.34; Nutrition - \$686.45; Landfill Res./Sub-Title D. - \$18,658.46; Employee Retirement - \$13,769.83; SE Expo Ctr/Tourism Fund - \$13,654.70; E-911 - \$15,541.96; Economic Development - \$12,627.89; Gifts & Contributions - \$3,593.50 and CIP Fund - \$8,397.98.
- E. Concur with Mayor's appointment of Walter Bethune to the Audit & Finance Advisory Committee for a term to expire March 31, 2012. *(Kevin E. Priddle, Mayor)*
- F. Concur with Mayor's appointment of Shaun Beggs to the Audit & Finance Advisory Committee for a term to expire March 31, 2012. *(Kevin E. Priddle, Mayor)*
- G. Authorize the Mayor to sign ratification of Lease No. 131, for two (2) 2009 Freightliner tandem axle Trucks and two (2) 25 yard Wayne Phoenix III rear loader trash compactors.
- H. Authorize the Mayor to sign ratification of Lease No. 132, for one (1) 2008 Ford E450 Type III Ambulance with Wheeled Coach Conversion.
- I. Authorize the Mayor to sign a One (1) year agreement with SimplexGrinnell for maintenance and annual testing of Fire Alarm System in City Hall.

Councilman Fiedler requested item "I" be removed for individual consideration. Councilman Harrison requested that items "A, C and D" be removed for individual consideration. Vice-Mayor Browne requested item "G" be removed for individual consideration, and Councilman Karr requested that item "F" be removed for individual consideration.

Vice-Mayor Browne for approval of Consent Agenda items "B, E and H". The motion was seconded by Councilman Harrison. There was no discussion and the vote was taken as follows:

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

Mayor Priddle declared the motion carried.

**Items Removed from the Consent Agenda:**

- A. Approval of the Minutes from the April 27, 2010, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*

Councilman Smitherman moved to approve the Minutes from the April 27, 2010, Regular Meeting of the McAlester City Council. The motion was seconded by Councilman Karr.

Before the vote, Councilman Harrison commented that on page four (4) the word “votes” needed to be changed to “comments” and on page six (6) the words “no action” needed to be changed to “the vote”. There was no other discussion and the vote was taken as follows:

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

Mayor Priddle declared the motion carried.

C. Approval of the Minutes from the May 11, 2010, Regular Meeting of the McAlester City Council. (*Cora Middleton, City Clerk*)

Councilman Harrison moved to approve the Minutes from the May 11, 2010, Regular Meeting of the McAlester City Council. The motion was seconded by Vice-Mayor Browne.

Before the vote, Councilman Harrison commented that on page five (5) the words “no action” needed to be changed to “the vote”. There was no discussion, and the vote was taken as follows:

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

Mayor Priddle declared the motion carried.

D: Approval of Claims for May 12, 2010 through May 25, 2010. (*Gayla Duke, Chief Financial Officer*) In the following amounts: General Fund - \$162,247.96; Parking Authority - \$123.34; Nutrition - \$686.45; Landfill Res./Sub-Title D. - \$18,658.46; Employee Retirement - \$13,769.83; SE Expo Ctr/Tourism Fund - \$13,654.70; E-911 - \$15,541.96; Economic Development - \$12,627.89; Gifts & Contributions - \$3,593.50 and CIP Fund - \$8,397.98.

Councilman Smitherman moved for approval of Claims for May 12, 2010 through May 25, 2010. The motion was seconded by Councilman Karr.

Before the vote, Councilman Harrison asked Mr. Stasiak about the four (4) invoices from McAfee & Taft. Manager Stasiak explained that the invoices were for more ULP charges against the City brought by the Fire Department. Councilman Karr asked if the City was rebidding the cell phone services, like the other contracts were being rebid. Manager Stasiak commented that James Stanford was looking into that option. There was no further discussion, and the vote was taken as follows:

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

Mayor Priddle declared the motion carried.

- F. Concur with Mayor's appointment of Shaun Beggs to the Audit & Finance Advisory Committee for a term to expire March 31, 2012. (*Kevin E. Priddle, Mayor*)

Councilman Smitherman moved to concur with Mayor's appointment of Shaun Beggs to the Audit & Finance Advisory Committee for a term to expire March 31, 2012. The motion was seconded by Councilman Karr.

Before the vote, Councilman Karr stated that he had received calls from citizens concerning Mr. Beggs residency. He also questioned if Mr. Beggs' position at the hospital would cause a conflict of interest when matters concerning the hospital were discussed.

Mayor Priddle commented that Mr. Beggs lived in Eufaula, but Section 2-166 of the City Code of Ordinances stated that citizen members must either be residents of the city or their place of employment must be located within the city. Councilman Harrison commented that Mr. Beggs could recuse himself from the vote when matters concerning the hospital were discussed. There was no further discussion, and the vote was taken as follows:

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

Mayor Priddle declared the motion carried.

- G. Authorize the Mayor to sign ratification of Lease No. 131, for two (2) 2009 Freightliner tandem axle Trucks and two (2) 25 yard Wayne Phoenix III rear loader trash compactors.

Councilman Smitherman moved to authorize the Mayor to sign ratification of Lease No. 131, for two (2) 2009 Freightliner tandem axle Trucks and two (2) 25 yard Wayne Phoenix III rear loader trash compactors. The motion was seconded by Vice-Mayor Browne.

Before the vote, Vice-Mayor Browne asked when the lease on the trucks started and would end, what the value of the trucks was and how long did the City plan to keep the trucks. Manager Stasiak commented that he believed the lease was for five (5) years and he thought the City had the trucks for approximately a year. He stated that the City planned on keeping the trucks for about six (6) months after Allied took over and the market value of the trucks was around \$20,000.00 each. Vice-Mayor Browne asked if the lease could be negotiated since the City was not planning on keeping the trucks another year. Manager Stasiak commented that it would be worth looking into. There was no further discussion, and the vote was taken as follows:

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

Mayor Priddle declared the motion carried.

- I. Authorize the Mayor to sign a One (1) year agreement with SimplexGrinnell for maintenance and annual testing of Fire Alarm System in City Hall.

Councilman Fiedler moved to authorize the Mayor to sign a One (1) year agreement with SimplexGrinnell for maintenance and annual testing of Fire Alarm System in City Hall. The motion was seconded by Councilman Harrison.

Before the vote, Councilman Fiedler stated he would like to amend the agreement to include all other city buildings. He commented that other city facilities had SimplexGrinnell equipment, namely the Expo.

There was a short discussion, concerning obtaining estimates for agreements for all facilities that had SimplexGrinnell equipment and the vote was taken as follows:

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

NAY: None

Mayor Priddle declared the motion carried.

Mayor Priddle asked for a motion to open the public hearing for comments on a proposed Ordinance amending Chapter 50, Article II, Fire Department and a proposed Ordinance amending the budget for fiscal year 2009-2010.

Councilman Fiedler moved to open the Public Hearing for comments on a proposed Ordinance amending Chapter 50, Article II, Fire Department and a proposed Ordinance amending the budget for fiscal year 2009-2010. The motion was seconded by Councilman Harrison. There was no discussion and the vote was taken as follows:

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

NAY: None

Mayor Priddle declared the motion carried and the Public Hearing was opened at 6:30 P.M.

### **Public Hearing**

- AN ORDINANCE OF THE CITY OF McALESTER AMENDING THE McALESTER CITY CODE, CHAPTER 50, ARTICLE II, FIRE DEPARTMENT. TO AUTHORIZE BILLING FOR FIRST RESPONSE BOTH INSIDE AND OUTSIDE THE CITY LIMITS OF THE CITY OF McALESTER AND DECLARING AN EMERGENCY.
- AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2327 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2009-2010; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

There were no comments from either the citizens or the Council and Mayor Priddle called for a motion to close the Public Hearing.

Councilman Smitherman moved to close the Public Hearing, seconded by Councilman Karr. There was no discussion and the vote was taken as follows;

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

Mayor Priddle declared the motion carried and the Public Hearing was closed at 6:31 P.M.

### **Scheduled Business**

1. Consider, and act upon, authorizing the Mayor to sign agreements with Claims Management Resources (CMR) for damage claim billing and recovery services for both the fiscal year 2009-2010 and 2010-2011. (*Harold Stewart, Fire Chief and Cora Middleton, City Clerk*)

#### **Executive Summary**

Motion to authorize the Mayor to sign agreements with Claims Management Resources (CMR) for damage claim billing and recovery services for both the fiscal year 2009-2010 and 2010-2011.

Vice-Mayor Browne moved to authorize the Mayor to sign agreements with Claims Management Resources (CMR) for damage claim billing and recovery services for both the fiscal year 2009-2010 and 2010-2011. The motion was seconded by Councilman Fiedler.

Before the vote, Fire Chief Stewart explained that CMR had acquired City Wide Subrogation, Inc. in October of 2009. He stated that the City was initially contacted in 2005 and that the information had fallen through the cracks. He commented that the City did not have the personnel or expertise to handle the billing and damage recovery. He added that HB1800 allows municipalities that enter into contracts with collection agencies to add an administrative fee not to exceed 35% to sums do the cities. Chief Stewart then introduced Mr. Todd DeSmet, Executive Director of Governmental Claims for CMR.

There was a lengthy question/answer session between the Council and Mr. DeSmet regarding how citizens would be billed, if the citizens insurance policy did not have the rider, if the City Attorney had reviewed the contracts, if all incidents would be referred to CMR, would the citizens have an opportunity to pay before the claim was submitted to CMR, is there was any liability for releasing information contained on citations, and how the City currently handled damages to City property.

Mr. Stasiak explained that currently the Police Department would make a report and send to the City Clerk who would in turn attempt to work with the individual's insurance. He added that this was an opportunity for the City and there was not the man power or the expertise to smoothly handle these claims.

Mayor Priddle moved to approve the agreements subject to the City Attorney's ratification and review. The motion was seconded by Councilman Smitherman.

Before the vote, Steve Belcher addressed the Council expressing concerns over citizens being billed by the Fire Department even if they did not do anything at the scene.

Chief Stewart stated that the Fire Department reports stipulated what the department did on each response.

Councilman Harrison asked who would be responsible for reviewing which claims were submitted to CMR. Manager Stasiak stated that the individual had not been identified and the Council could recommend someone. Mr. Ervin stated that the Safety Officer, the City Manager or the Chief Financial Officer could review the claims for submittal.

Councilman Fiedler asked where the money recouped would go. Mr. Stasiak answered it would go into the General Fund. There was no further discussion, and the vote was taken as follows:

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

Mayor Priddle declared the motion carried.

2. Consider, and act upon, an Ordinance amending Chapter 50 of the City of McAlester Code of Ordinances by adding section 50-32, authorizing the billing for First Response services both inside and outside the city limits of the City of McAlester. (*Harold Stewart, Fire Chief and Cora Middleton, City Clerk*)

Executive Summary

Motion to approve an Ordinance amending Chapter 50 of the City of McAlester Code of Ordinances by adding section 50-32, authorizing the billing for First Response services both inside and outside the city limits of the City of McAlester.

**ORDINANCE NO. 2356**

**AN ORDINANCE OF THE CITY OF McALESTER AMENDING THE McALESTER CITY CODE, CHAPTER 50, ARTICLE II, FIRE DEPARTMENT. TO AUTHORIZE BILLING FOR FIRST RESPONSE BOTH INSIDE AND OUTSIDE THE CITY LIMITS OF THE CITY OF McALESTER AND DECLARING AN EMERGENCY.**

Councilman Garvin moved to approve **ORDINANCE NO. 2356**, seconded by Councilman Smitherman.

Before the vote, Manager Stasiak stated that House Bill 1800 allowed Municipalities authority to authorize a collection fee, not to exceed 35%, to be added for debts, accounts, court penalties, costs, fines, fees and other sums due the City that are out for collection. He added that on September 8, 2009, the City of McAlester adopted an Ordinance amending Chapter 2 of the Code of Ordinances that incorporated the language from HB1800 into the City of McAlester Code of Ordinances.

There was a brief discussion concerning mutual aid agreements between entities and how that would affect billing for services. Councilman Harrison inquired about the Emergency Clause not being on the agenda item and if it could still be voted on. Mr. Ervin commented that the Emergency Clause had been included in the title of the Ordinance and the Ordinance had been

properly posted and noted in the agenda Public Hearing. There was no other discussion, and the vote was taken as follows:

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

NAY: None

Mayor Priddle declared the motion carried.

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

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

NAY: None

Mayor Priddle declared the motion carried.

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

Executive Summary

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

Mayor Priddle stated that he could not find anyone willing to perform the duties of trustee. He then recommended tabling this item and directing the City Attorney to proceed with dissolving the trust. There was no action taken on this item.

4. Consider, and act upon, a resolution approving The Benham Companies, LLC to provide engineering services to the City of McAlester for compliance with National Bridge Inspection Standards. *(John C. Modzelewski, PE, City Engineer & Public Works Director)*

Executive Summary

Motion to approve a resolution approving The Benham Companies, LLC to provide engineering services to the City of McAlester for compliance with National Bridge Inspection Standards.

Councilman Garvin moved to approve RESOLUTION NO. 10-08, approving The Benham Companies, LLC to provide engineering services to the City of McAlester for compliance with National Bridge Inspection Standards. The motion was seconded by Councilman Karr.

Before the vote, John Modzelewski explained that the City had been participating in the Oklahoma Department of Transportation (ODOT) Off System Bridge Inspection Program. He commented that this would keep the City in compliance with National Bridge Inspection Standards. He stated that every two (2) years the City had to inspect its thirty-two (32) bridges and the company the City had been using had been purchased by the Benham Company.

Councilman Garvin expressed concerns regarding the bridge on Washington Street over the railroad and its safety. Mr. Modzelewski commented that the bridge was serviceable and safe at

this time but would be in need of repairs in the future. There was no further discussion, and the vote was taken as follows:

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

Mayor Priddle declared the motion carried.

5. Financial Reports for Month ending May 31, 2010. *(Gayla Duke, Chief Financial Officer)*

Executive Summary

Financials for Month ending May 31, 2010.

Councilman Harrison moved to open the floor for a presentation of the financial reports for Month ending May 31, 2010. The motion was seconded by Councilman Karr.

Before the vote, Gayla Duke reviewed the financial situation with the Council. During her review of the General Fund Ms. Duke commented that after all reductions and transfers in and out of the Fund the City was \$639, 000.00 above budget at the end of April 2010. She then reviewed the financial situation for the McAlester Public Works Authority. During that review, Ms. Duke commented that the month of April had ended with \$2.2 million. Ms. Duke also reviewed the Treasury Report for the month of April and commented that at the end of the month the City was over pledged \$384,222.

There was a brief discussion among the Council regarding the investments that the City currently had. During the discussion Councilman Harrison suggested that the City look at longer term investments for the money that was not immediately needed. Vice-Mayor Browne inquired about the balance and investments related to the Emergency Fund. Ms. Duke commented that the Emergency Fund consisted of the Emergency Fund account and a C.D. There was no action taken on this item.

6. Consider, and act upon, an Ordinance amending Ordinance No. 2327 which established the budget for fiscal year 2009-2010; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Gayla Duke, Chief Financial Officer)*

Executive Summary

Motion to approve the budget amendment ordinance.

**ORDINANCE NO. 2357**

**AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2327 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2009-2010; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.**

Councilman Garvin moved for approval of **ORDINANCE NO. 2357**, seconded by Councilman Harrison.



Before the vote, Ms. Duke explained that there had been an error in the prior year when calculating the funding for the pension which resulted in some excess funds. She then reviewed each of the exhibits for the amendment. There was no further discussion and the vote was taken as follows:

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

NAY: None

Mayor Priddle declared the motion carried.

Councilman Smitherman moved to approve the EMERGENCY CLAUSE, seconded by Councilman Karr.

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

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

NAY: None

Mayor Priddle declared the motion carried.

7. Consider, and act upon, authorizing the allocation of funds to purchase one new, and unused, 2010 Freightliner M2-106V 52,000 pound GVW truck with a 15' dump bed.  
(*John C. Modzelewski, PE, City Engineer & Public Works Director*)

Executive Summary

Motion to approve the allocation of funds to purchase one new, and unused, 2010 Freightliner M2-106V 52,000 pound GVW truck with a 15' dump bed at a cost of approximately \$95,000.

Councilman Harrison moved to authorize allocation of funds to purchase one new, and unused, 2010 Freightliner M2-106V 52,000 pound GVW truck with a 15' dump bed. The motion was seconded by Councilman Fiedler.

Before the vote, John Modzelewski explained that the City's current fleet of dump trucks included two (2) 1987 International trucks that were in bad condition, one (1) 1996 International truck and one (1) 1997 International truck that were both in good condition. He detailed the various problems with each truck and stressed the City's need for a new truck.

There was a short discussion among the Council concerning which department the truck was for, if there would be an assigned driver and if the City had implemented a maintenance policy.

Mark Wilkett addressed the Council expressing concern about the problems the City could encounter with the engine in this proposed new truck. He explained that Triad Transport, Inc. had purchased several semi trucks with this exact engine and they continually were having mechanical problems with those trucks. He added that Peterbilt had quit producing road trucks specifically because of the problems that the new engines had because of the emission requirements.

There was a lengthy discussion among the Council, Mr. Wilkett and Mr. Modzelewski concerning an option to purchase the truck with a different engine, having a service agreement, getting an older truck refurbished, renting a dump truck, contacting other communities about their experience with this engine and the possibility of having problems with the truck purchased for the Dura Patcher because it had the motor in question.

Mayor Priddle moved to table this item until the next meeting to give staff time to investigate the problem. The motion was seconded by Vice-Mayor Browne. There was no further discussion, and the vote was taken as follows:

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

NAY: None

Mayor Priddle declared the motion carried.

### **New Business**

None

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

Manager Stasiak reported that the Italian Festival had been a great example of what can be done when people are allowed to work creatively and together.

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

Councilman Karr commented that there were only two (2) restaurants on the west side of town, Ball's Barbeque and Adelita's, he encouraged the citizens to patronize those restaurants.

Councilman Garvin remarked that he had a fantastic time at the Italian Festival. He commented that Fifth Ward was doing okay. He then commented on the problems he had seen with citizens dumping trash on their yards.

Joyce Carlson addressed the Council commenting that during the Pride In McAlester clean up they had seen several areas where citizens were dumping their trash in their yards.

Councilman Smitherman expressed his appreciation to the Abatement department.

Councilman Fiedler thanked everyone that attended the Italian Festival and thanked all of the employees involved.

Councilman Harrison reminded everyone about the budget workshop on Thursday at 5:30 P.M.

Vice-Mayor Browne stated that the money raised at the Festival was given back to the community. He informed everyone that on June 4<sup>th</sup> and 5<sup>th</sup> CASA would be having a yard sale at 1226 ½ S. Main to raise money for the coming year. He then inquired about the possibility of a plan to get the streets in Third Ward striped. He commented that he had some busy streets that had no stripes at all.

Manager Stasiak commented that Mr. Modzelewski had a plan and the City had already started on the striping but the paint that was being used had been purchased three (3) or four (4) years ago and was now not any good. He added that traffic control was waiting for the new fiscal year to purchase more paint to use in the striping.

Mayor Priddle corrected a date from the last Council meeting. He stated that the Juneteenth Celebration had been listed as Saturday, June 20, 2010 and it should have been Saturday, June 19, 2010. He commented on the lack of air conditioning in the large arena area of the Expo and felt that had there been A/C more people would have stayed longer and spent more money there. He added that he would like to see air conditioning in the future. He announced that Relay for Life and Party for the Pooches were both scheduled for sometime in June.

#### Recess Council Meeting

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

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

Mayor Priddle declared the motion carried, and the Regular Meeting was recessed at 8:13 P.M.

#### Reconvene Council Meeting

The Regular Meeting was reconvened at 8:15 P.M.

Councilman Harrison moved to recess the Regular Meeting for an Executive Session to discuss negotiations concerning employees and representatives of employee groups, in accordance with Title 25, Section 307.B.2. The motion was seconded by Councilman Karr. There was no discussion, and the vote was taken as follows:

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

Mayor Priddle declared the motion carried and the Regular Meeting was recessed at 8:16 P.M.

#### Executive Session

- Section 307 (B) (2) – Discussion of negotiations concerning employees and representatives of employee group: IAFF Local 2284.

#### Reconvene Council Meeting

The Regular Meeting was reconvened at 8:44 P.M. Mayor Priddle reported that the Council had recessed the Regular Meeting for an Executive Session to discuss negotiations concerning employees and representatives of employee groups, in accordance with Title 25, Section

307.B.2. Only that matter was discussed, no action was taken, and the Council had returned to open session at 8:44 P.M., and this constituted the Minutes of the Executive Session.

- Consider, and act upon, the IAFF, Local 2284 Collective Bargaining Agreement for FY 2009-2010.

Mayor Priddle moved to accept and extend an offer to the IAFF, Local 2284 for an agreement for FY 2009-2010. The motion was seconded by Councilman Harrison. There was no discussion, and the vote was taken as follows:

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

NAY: None

Mayor Priddle declared the motion carried.

**Adjournment**

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

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

NAY: None

Mayor Priddle declared the motion carried, and the meeting was adjourned at 8:44 P.M.

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Kevin E. Priddle, Mayor

ATTEST:

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Cora Middleton, City Clerk

Council Chambers  
Municipal Building  
May 27, 2010

The McAlester City Council met in Special session on Thursday, May 27, 2010, at 5:30 P.M. after proper notice and agenda was posted, May 25, 2010, at 3:29 P.M.

## **CALL TO ORDER**

Mayor Priddle called the meeting to order.

## **ROLL CALL**

Council Roll Call was as follows:

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

Staff Present: Pete Stasiak, City Manager; Gayla Duke, Chief Financial Officer; John Modzelewski, City Engineer/Public Works Director; Mel Priddy, Community Services Director; David Medley, Utilities Director; Darrell Miller, Assistant Police Chief; and Cora Middleton, City Clerk

## **Workshop**

### **1. Discussion on Proposed Annual Operating Budget for Fiscal Year 2010/2011.**

Councilman Harrison moved to open the Workshop to discuss the proposed Annual Budget for fiscal year 2010/2011. The motion was seconded by Councilman Smitherman.

Councilman Harrison commented on the decrease in worker's compensation. Manager Stasiak stated that hopefully the employees were working more safely. He then commented that instead of going line by line, staff was open for any questions.

Manager Stasiak explained the \$5.00 administration fee for the sanitation service billing.

There was a lengthy discussion among the Council and the Department Directors concerning the Roll Off service, the changes in the Fleet Maintenance, the price per gallon that fuel was budgeted at, the Fuelman program, the decreases in the expenses related to the Landfill, the date that Allied Waste would begin the refuse collection, training in the Engineering Department, changes in the Utilities Department, how funding for work comp had been divided between the General Fund and MPWA, replacement of the air conditioning at the FAA building, splitting tourism from the Expo, and the City's intentions of paying off the debt associated with the Expo.

Assistant Police Chief Miller reviewed the E-911 Fund commenting about the request to add two (2) more dispatchers to help with the work load and training the 911 Coordinator and dispatchers to map and enter that information into the system. Manager Stasiak reviewed the Economic Development Fund and the funding for some of the groups that the City funds. There was a brief discussion among the Council concerning a review of all of the City's bonds. Manager Stasiak reviewed the Planning and Community Development Department commenting that funding for the Strategic plan was in this department. Mr. Modzelewski reviewed Fleet Maintenance explaining that all of the revenue and expense to maintain the City's fleet was in the area of the budget and that as work was performed on the various vehicles that expense would be transferred to each department.

There was continued discussion among the Council concerning the Nutrition centers, the estimated life of the landfill, adjustments to the Employee Retirement Fund, allocating allowed expenses to the Juvenile Fund, anticipated grant to purchase police vests, the restrictions on expenditures on State Forfeiture funds, the anticipated bond payments, the Educational Fund, the Gifts and Contributions fund, updating the City's investment policy, and how payments for the BKD debt were applied through the CIP Fund.

Manager Stasiak commented on his recommendations to the proposed budget. Among those recommendations were to increase revenue for ambulance from \$380,000. to \$420,000., increase administration revenue to \$17,100., increase sales tax revenue from \$7,365,211. to \$7,405,211., decrease the contingency amount from \$120,000. to \$0 to fund employee health insurance at the fully insured rate, close the wading pools at "B" and Jefferson and Hunter Park and close the pool at Mullen Park, change the personnel budget to show privatization occurring on July 15, 2010 instead of September 1, 2010, changing the Utility Billing Clerk position back to full-time, include a Capital outlay grant match of \$5,750. for the Airport, reinstating the voluntary retirement program and decreasing each of the outside agencies funding by 16% as follows: Pride in McAlester from \$60,000. to \$50,400, McAlester Main Street from \$30,000. to 25,200., McAlester Economic Development from \$219,849. to \$184,673., Oklahomans for Independent Living from \$24,000. to 20,160. and Emergency Management from \$50,000. to \$42,000.

There was a brief discussion concerning closing the pools and the Council indicated that they wanted both of the wading pools opened and Councilman Garvin agreed that if Mullen Park pool was not used it should not be opened. They also asked that the employees at the pools monitor attendance.

Councilman Harrison commented that he felt confident about this budget seemed to be based on realistic numbers.

Mayor Priddle thanked the senior staff for the work that had been put into the proposed budget.

### **Adjournment**

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

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

NAY: None

Mayor Priddle declared the motion carried and the meeting was adjourned at 8:05 P.M.

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Kevin E. Priddle, Mayor

ATTEST:

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Cora Middleton, City Clerk

**CLAIMS FROM JUNE 9, 2010  
THRU  
JUNE 22, 2010**



PACKET: 05302 CLAIMS FOR 6/22/10

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00029	"A" PLUS LAWN SERVICE					
		I-201006151480	01 -5542338	CONTRACTED SE MONTHLY MOWING CONTRACT	050869	1,250.00
01-A00170	ADA PAPER CO.					
		I-308731	01 -5548203	REPAIRS & MAI PAPER PRODUCTS	050871	617.73
		I-308811	01 -5321202	OPERATING SUP COPY PAPER	050871	635.00
01-A00200	ADAMS TRUE VALUE					
		I-175207	01 -5547206	CHEMICALS CHEMICALS- POND TREATMENT	050872	120.00
01-A00215	ADVANCE AUTO PARTS					
		I-201006071457	01 -5862203	REPAIRS & MAI TUBE COMPRESSOR A/C ROSE	050854	250.04
01-A00267	AIRGAS					
		I-106434937	01 -5432202	OPERATING SUP OXYGEN	050873	181.02
		I-106455333	01 -5543202	OPERATING SUP CO2 OPEN & MAINTAIN POOLS	050873	206.65
		I-106470026	01 -5432202	OPERATING SUP OXYGEN	050873	77.49
		I-106937944	01 -5432202	OPERATING SUP OXYGEN	050873	113.09
		I-106937946	01 -5543203	REPAIRS & MAI MONTHLY LEASE -CO2 B	050873	113.96
01-A00362	ADLEGIANCE COMMUNICATIO					
		I-201006041448	01 -5320328	INTERNET SERV 254969 - DETECTIVE DIV	050827	116.74
		I-201006111465	01 -5542328	INTERNET SERV 324097 - 1600 E COLLEGE AVE	050857	323.90
		I-201006111465	01 -5542328	INTERNET SERV 279662 - STIFF CENTER	050857	69.95
01-A00500	AMERICAN MUNICIPAL SERV					
		I-201006171498	01 -5213337	11/09 COLLECTION SE COLLECTION FEES PAYABLE	050874	935.70
		I-201006171499	01 -2105	12/09 COLLECTION AG COLLECTION FEES PAYABLE	050874	833.88
		I-201006171499	01 -5213337	12/09 COLLECTION SE COLLECTION FEES PAYABLE	050874	1,614.92
		I-201006171500	01 -2105	1/10 COLLECTION AG COLLECTION FEES PAYABLE	050874	1,467.25
		I-201006171500	01 -5213337	1/10 COLLECTION SE COLLECTION FEES PAYABLE	050874	1,688.00
		I-201006171501	01 -2105	2/10 COLLECTION AG COLLECTION FEES PAYABLE	050874	3,677.00
		I-201006171501	01 -5213337	2/10 COLLECTION SE COLLECTION FEES PAYABLE	050874	3,062.30
		I-201006171502	01 -2105	3/10 COLLECTION AG COLLECTION FEES PAYABLE	050874	3,423.00
		I-201006171502	01 -5213337	3/10 COLLECTION SE COLLECTION FEES PAYABLE	050874	1,515.90
				Collection Services For Court		
01-A00751	ATWOODS					
		C-3506294	01 -5542316	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	050876	9.99-
		I-3486010	01 -5542316	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	050876	29.52
		I-3502368	01 -5548203	REPAIRS & MAI MAINT MATERIALS	050876	37.56
		I-3502448	01 -5542316	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	050876	61.95
		I-3502455	01 -5542316	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	050876	79.97
		I-3502968	01 -5548203	REPAIRS & MAI MAINT MATERIALS	050876	30.98
		I-3504114	01 -5542316	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	050876	18.78
		I-3506662	01 -5542316	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	050876	42.15
		I-3511304	01 -5542316	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	050876	23.96
		I-3511526	01 -5542316	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	050876	7.68
		I-3511636	01 -5542316	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	050876	49.99
		I-3512780	01 -5542316	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	050876	19.95

PACKET: C5302 CLAIMS FOR 6/22/10

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-A00751	ATWOODS		continued			
		I-3515333	01 -5862203	REPAIRS & MAI SMALL PARTS	051012	497.34
01-A00770	AUTO PARTS CO					
		C-863586	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	050878	77.74-
		I-863142	01 -5431316	REPAIRS & MAI AUTO PARTS	050878	8.40
		I-863525	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	050878	8.25
		I-863541	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	050878	139.38
		I-863566	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	050878	119.05
		I-863587	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	050878	70.78
		I-863602	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	050878	168.80
		I-863622	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	050878	114.25
		I-863718	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	050878	18.58
		I-863757	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	050878	49.71
		I-863768	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	050878	11.60
		I-863880	01 -5431316	REPAIRS & MAI AUTO PARTS	050878	9.70
		I-863926	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	050878	57.81
		I-863948	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	050878	161.96
		I-863950	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	050879	61.28
		I-863978	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	050879	128.00
		I-863990	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	050879	87.29
		I-864018	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	050879	42.76
		I-864047	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	050879	40.79
		I-864357	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	050879	52.16
		I-864442	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	050879	155.78
		I-864444	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	050879	69.43
		I-864461	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	050879	197.00
		I-864465	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	050879	52.76
		I-864467	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	050879	190.04
		I-864482	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	050880	21.74
		I-864510	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	050880	165.58
		I-864672	01 -5862203	REPAIRS & MAI FUEL PUMP - UNIT 53	051013	248.34
01-A00775	AUTO ZONE					
		I-0519225590	01 -5862203	REPAIRS & MAI FRECK FOR SHOP	051014	239.85
01-B00060	B & G CHEMICALS & EQUIP					
		I-272310	01 -5542206	CHEMICALS CHEMICALS - MOSQUITO CONT	050881	1,580.00
01-B00101	BARCO PRODUCTS INC					
		I-051001296	01 -5542202	OPERATING SUP PET WASTE BAGS	050882	112.50
01-B00150	BEALES GOODYEAR TIRES					
		I-MC-171524	01 -5862203	REPAIRS & MAI REPAIR TIRES POLICE CARS	050883	179.19
		I-MC-172191	01 -5862203	REPAIRS & MAI REPAIR TIRES -POLICE CARS	050883	59.95
01-B00155	BEALLS PLBG.					
		I-790143	01 -5543316	REPAIRS & MAI PLUMBING REPAIRS	050884	624.50
		I-790144	01 -5543203	REPAIRS & MAI PLUMBING SUPPLIES	050884	718.00

PACKET: 05202 CLAIMS FOR 6/22/10

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	C/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00155	BEALLS PLBG.		continued			
		I-790145	01 -5543203	REPAIRS & MAI PLUMBING SUPPLIES	050884	194.00
01-B00241	BIG BALLER'S PRO SHOP					
		I-100	01 -5542202	OPERATING SUP TENNIS BALLS	050886	360.00
01-B00486	BRADELY RAY INMAN					
		I-201006151484	01 -5544308	CONTRACT LABO UMPIRE FEES - 12 GAMES	050889	240.00
01-B00490	BRIGGS PRINTING					
		I-36593	01 -5653213	<del>SAFETY SUPPL</del> BUSINESS CARDS WK COORDIN	050890	69.00
01-B00497	BRANDON BECK					
		I-201006151483	01 -5544308	CONTRACT LABO UMPIRE FEES - 8 GAMES	050891	160.00
01-C00100	CLEET					
		I-201006151494	01 -2100	CLEET PAYABLE CLEET FEES MAY 2010	050864	8,101.19
01-C00275	CECIL E. WADE					
		I-201006151479	01 -5542308	CONTRACTED SE CONTRACT MOWING	050892	548.00
01-C00320	CENTERPOINT ENERGY ARKL					
		I-201006041445	01 -5215314	GAS UTILITY 6722680 - LIBRARY	050829	107.20
		I-201006041445	01 -5215314	GAS UTILITY 6722367 - CEMETERY	050829	2.38
		I-201006041445	01 -5215314	GAS UTILITY 6722692 - FIRE STATION #3	050829	15.79
		I-201006041445	01 -5215314	GAS UTILITY 6722714 - CITY HALL	050829	68.57
		I-201006041445	01 -5215314	GAS UTILITY 6723530 - OAKHILL CEMETERY	050829	21.76
		I-201006041445	01 -5215314	GAS UTILITY 6723671 - MAINTENANCE SHOP	050829	56.87
		I-201006041445	01 -5215314	GAS UTILITY 68712934 - 1600 E COLLEGE AVE	050829	16.27
		I-201006111468	01 -5215314	GAS UTILITY 6723555 - STINE CENTER	050859	183.98
		I-201006151493	01 -5215314	GAS UTILITY 4432118 - FIRE STATION #2	050865	32.29
		I-201006151493	01 -5215314	GAS UTILITY 13134275 - 802 E HARRISON	050865	19.41
01-C00669	CONTINENTAL RESEARCH CO					
		I-334627-CRC-1	01 -5862203	REPAIRS & MAI ELECTRICAL LUB, SPRAY9	050894	407.99
01-C00847	CRYSTAL DATA					
		I-181591	01 -5321202	OPERATING SUP TONER CARTRIDGE	050895	98.17
01-D00143	DAVE'S FITNESS PLUS					
		I-0510-13	01 -5431330	DUES & SUBSCR MEMBERSHIP FEES	050897	1,250.00
01-D00231	DELANE ARRINGTON					
		I-2	01 -5548331	EMPLOYEE TRAV MILEAGE REIMB	050899	267.00
01-D00330	DEPT. OF PUBLIC SAFETY					
		I-04-1009181	01 -5321308	CONTRACTED SE TELETYPE RENTALS	050903	350.00
01-D00402	DIAMOND TROPHY					

PACKET: 05302 CLAIMS FOR 6/22/10

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000402	DIAMOND TROPHY		continued			
		I-751762	01 -5653215	AWARDS PROGRA EMPLOYEE OF MONTH PLAQUE	050904	14.95
01-000230	ENLOW FORD TRACTOR, INC					
		I-365207	01 -5862203	REPAIRS & MAI RUBBER REAR TRASH DEFLECT	050906	108.49
		I-365207	01 -5862203	REPAIRS & MAI FINE CUT KNIFES	050906	142.50
		I-365207	01 -5862203	REPAIRS & MAI DRIVE BELT	050906	48.64
		I-365207	01 -5862203	REPAIRS & MAI FREIGHT	050906	19.51
01-000130	GALLI'S, AN ARAMARK CO.,					
		I-510576400	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	050913	270.39
		I-510577374	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	050913	157.08
		I-510614113	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	050913	199.35
		I-510622246	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	050913	361.34
		I-510624559	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	050913	104.97
01-000140	GARRETT JORDAN MCLENDON					
		I-201006151488	01 -5544308	CONTRACT LABO UMPIRE FEES - 12 GAMES	050914	240.00
01-000260	GEORGE HALIBURTON					
		I-430920	01 -5652318	ABATEMENTS CONTRACT MOWING	050915	487.91
01-100061	IKON OFFICE SOLUTIONS,					
		I-5014183797	01 -5321308	CONTRACTED SE BASECHARGE METER READ	050921	11.59
		I-5014183797	01 -5321308	CONTRACTED SE BASECHARGE METER READ	050921	58.33
01-100110	IMPRESS OFFICE SUPPLY					
		I-030576	01 -5213202	OPERATING SUP OFFICE SUPPLIES	050922	80.34
		I-030696	01 -5213202	OPERATING SUP OFFICE SUPPLIES	050922	91.50
		I-030749	01 -5321202	OPERATING SUP MISC SUPPLIES	050922	15.79
		I-030756	01 -5213202	OPERATING SUP OFFICE SUPPLIES	050922	26.68
		I-030788	01 -5321202	OPERATING SUP MISC SUPPLIES	050922	22.18
01-100140	INDIAN NATION WHOLESALE					
		I-5155626	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	050923	512.16
		I-5155627	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	050923	182.55
		I-5156950	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	050923	1,263.88
01-000110	JACKIE BRANNON CORR. CT					
		I-9173	01 -5542308	CONTRACTED SE MONTHLY INMATE CREW FEES	050925	125.14
01-K00005	K-HAR CO CONSTRUCTION					
		I-12627	01 -5542316	REPAIRS & MAI LABOR - MOVE PARADE TRAIL	050926	210.00
01-K00081	KRATON ALEXANDER					
		I-201006151486	01 -5544308	CONTRACT LABO UMPIRE FEES - 2 GAMES	050927	40.00
01-K00190	KEYSTONE EQUIPMENT CO.					
		I-42243	01 -5862203	REPAIRS & MAI REAR WHEEL & FRONT W	051019	805.00

PACKET: 05302 CLAIMS FOR 6/22/10

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00067	LABORATORY CONSULTANT S					
		I-027342	01 -5653348	DRUG TESTING DRUG TESTING	050930	50.00
01-00230	LEDBETTER PLUMBING					
		I-458	01 -5542316	REPAIRS & MAI EMERGENCY PLUMBING REPAIR	050931	273.00
01-00275	LEONARD & RENBER, P.C.					
		I-201006041454	01 -5214302	CONSULTANTS LEGAL FEES	050932	29.72
01-00380	LOCKE SUPPLY CO.					
		I-12894326-00	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	050933	36.26
		I-12900333-00	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	050933	46.25
		I-12912784	01 -5548203	REPAIRS & MAI WATER HEATERS - MONROE	050933	5.40
		I-12945165	01 -5548203	REPAIRS & MAI WATER HEATERS - MONROE	050933	5.32
		I-12983978	01 -5548203	REPAIRS & MAI WATER HEATERS - MONROE	050933	91.57
		I-13000797-00	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	050933	22.67
01-00428	LOWE'S CREDIT SERVICES					
		C-11627	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	050934	14.22
		I-01495	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	050934	172.24
		I-01741	01 -5548203	REPAIRS & MAI MAINT MATERIALS	050934	5.84
		I-01877	01 -5548203	REPAIRS & MAI MAINT MATERIALS	050934	184.89
		I-02469	01 -5548203	REPAIRS & MAI MAINT MATERIALS	050934	143.95
		I-04391	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	050934	29.44
		I-09077	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	050934	59.74
		I-09264	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	050934	28.49
		I-09268	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	050934	47.40
		I-09631	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	050935	66.19
		I-10615	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	050935	81.50
		I-11073	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	050935	57.88
		I-1259288	01 -5321325	FIRING RANGE CONCRETE MIX:FIRING RANGE	050935	118.37
		I-13267	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	050935	97.81
01-00429	LOVE BOTTLING CO.					
		I-19307445	01 -5542202	OPERATING SUP POP FOR POOL CONCESSION	050936	172.50
01-00083	MARGARET MCMORROW - LOV					
		I-201006041452	01 -5210302	CONSULTANTS/L CONTRACT ANALYSIS	050937	990.00
		I-201006141471	01 -5210302	CONSULTANTS/L LAFF 09-10 NEGOTIATION FE	050937	5,044.29
01-00089	MARK EMMONS PHOTOGRAPHY					
		I-201006141469	01 -5101319	MISCELLANEOUS FOYER PHOTO OF CITY MGR	050938	128.65
01-00460	MITCHEAL D DISTRIBUTING					
		I-1915589	01 -5546202	OPERATING SUP ICE CREAM FOR CONCESSION	050941	48.00
01-00470	MILLER BROTHERS ENTERPR					
		I-11903-06	01 -5431203	REPAIRS & MAI REPAIR OVERHEAD DOORS	050942	105.60

PACKET: 05302 CLAIMS FOR 6/22/10

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-M00487	MILLER OFFICE EQUIPMENT					
		I-INV133942	01 -5431202	OPERATING SUP YEARLY MAINTENANCE FEE	050943	359.75
01-M00589	MOSS CONSTRUCTION					
		I-5/27/10	01 -5652318	ABATEMENTS CONTRACT MOWING	050944	50.00
		I-6/2/10	01 -5652318	ABATEMENTS CONTRACT MOWING	050944	50.00
		I-6/9/10	01 -5652318	ABATEMENTS CONTRACT MOWING	050944	275.00
01-M00715	MUSKOGEE COMMUNICATIONS					
		I-114091	01 -5863203	REPAIR & MAIN ANTENNA KIT & POWER CABLE	050947	123.00
01-M00820	MC CLAINS LUMBER CO.					
		I-001130629	01 -5665218	STREET REPAIR FORMING MATERIALS	050948	66.50
01-M00895	MCALESTER FENCE					
		I-001557	01 -5543316	REPAIRS & MAI REPAIR FENCE-JEFF LEE POO	050949	150.00
		I-001560	01 -5543316	REPAIRS & MAI REPAIR FENCE	050949	185.00
01-M00898	MCAFFEE & TAFT					
		I-321152	01 -5210302	CONSULTANTS/L POP	050950	172.00
		I-321153	01 -5210302	CONSULTANTS/L RIF	050950	1,094.50
		I-321154	01 -5210302	CONSULTANTS/L MERIT/STEP INCREASES	050950	774.00
		I-321155	01 -5210302	CONSULTANTS/L TAFT	050950	634.60
01-M00145	MCALESTER PUBLIC SCHOOL					
		I-201006171497	01 -5101354	SUNBELT CLASS 2009/2010 JR SUNBELT CLASSIC	050952	7,000.00
01-M00169	MCALESTER REGIONAL HOSP					
		I-CITYLAB 6/1/10	01 -5653348	DRUG TESTING SEASONAL NEW HIRE DRUG	050953	1,278.00
01-M00200	MCALESTER SCOTTISH RITE					
		I-700470	01 -5548311	PARKING RENTA PARKING LOT RENTAL	050954	375.00
01-M00225	NASCO					
		I-646869	01 -5322319	MISCELLANEOUS TRAPS & EQUIP (ANIMAL CON	050955	761.52
01-M00240	NEWMAN SIGN CO					
		I-TI-0221734	01 -5863203	REPAIR & MAIN STOP SIGNS	050956	1,221.50
		I-TI-0221734	01 -5863203	REPAIR & MAIN PLAYGROUND SYM SIGNS	050956	293.16
		I-TI-0221734	01 -5863203	REPAIR & MAIN MPH SIGNS	050956	311.94
		I-TI-0221734	01 -5863203	REPAIR & MAIN 4-WAY SIGNS	050956	232.00
		I-TI-0221734	01 -5863203	REPAIR & MAIN BLANK-VERTICAL RECT	050956	172.50
		I-TI-0221734	01 -5863203	REPAIR & MAIN RD CLOSED TO THRU TR	050956	386.24
		I-TI-0221734	01 -5863203	REPAIR & MAIN SHEETED BLANK	050956	574.50
		I-TI-0221734	01 -5863203	REPAIR & MAIN SHEETED BLANK	050956	666.00
		I-TI-0221734	01 -5863203	REPAIR & MAIN STOP SIGNS	050956	352.50
		I-TI-0221734	01 -5863203	REPAIR & MAIN STOP SIGNS	050956	241.32
		I-TI-0221734	01 -5863203	REPAIR & MAIN STOP AHEAD SYM	050956	154.26
		I-TI-0221734	01 -5863203	REPAIR & MAIN SLOW CHILDREN AT PLA	050956	79.50

PACKET: 05302 CLAIMS FOR 6/22/10

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000250	MCALISTER NEWS CAPITAL					
	I-01574079	01 -5212317	ADVERTISING & PUBLICATIONS	050957	18.25	
	I-01574081	01 -5212317	ADVERTISING & PUBLICATIONS	050957	20.65	
	I-02570988	01 -5212317	ADVERTISING & PUBLICATIONS	050957	17.50	
	I-02570989	01 -5212317	ADVERTISING & PUBLICATIONS	050957	18.55	
	I-MAY 2010	01 -5653317	ADVERTISING & POLICE DISPATCHER AD	050957	81.69	
01-000038	OCI MANUFACTURING					
	I-22386	01 -5213202	OPERATING SUP JACKETS FOR CITATIONS	050960	1,821.72	
01-000090	OGIELA MOWER SHOP					
	I-00114328	01 -5862203	REPAIRS & MAI TIRE/RIM FOR CEM MOWER	051020	333.18	
01-000075	O'REILLY AUTO PARTS					
	I-0230-124211	01 -5862203	REPAIRS & MAI AUTO PARTS	050961	20.92	
	I-0230-148876	01 -5862203	REPAIRS & MAI AUTO PARTS	050961	29.96	
	I-0230-174257	01 -5862203	REPAIRS & MAI AUTO PARTS	050961	32.28	
	I-0230-234564	01 -5862203	REPAIRS & MAI AUTO PARTS	050961	179.27	
	I-0230-237692	01 -5431316	REPAIRS & MAI VEHICLE PARTS	050961	19.98	
	I-0230-238549	01 -5862203	REPAIRS & MAI AUTO PARTS	050961	34.61	
	I-0230-240861	01 -5862203	REPAIRS & MAI AUTO PARTS	050961	15.76	
	I-0230-242811	01 -5862203	REPAIRS & MAI AUTO PARTS	050961	22.08	
	I-0230-245819	01 -5862203	REPAIRS & MAI AUTO PARTS	050961	31.91	
	I-0230-248656	01 -5862203	REPAIRS & MAI AC COMPRESSOR - PD-59	051021	287.29	
	I-0230-28324	01 -5862203	REPAIRS & MAI ELECT FUEL PUMP UNIT 59	051021	232.05	
01-000219	OKLA BUREAU OF NARCOTIC					
	I-201006151496	01 -2103	OBV PAYABLE ( DRUG EDUCATION FEES	050866	45.00	
01-000273	OKLA DEPT OF HEALTH					
	I-201006041453	01 -5542202	OPERATING SUP POOL LICENSE FOR 6 POOLS	050962	300.00	
	I-201006101460	01 -5543316	REPAIRS & MAI POOL LICENSE	050962	100.00	
01-000427	OKLA UNIFORM BUILDING C					
	I-201006111464	01 -5652330	DUES & SUBSCR CODES	050860	168.00	
01-000520	OIL-OK INDEPENDENT LIVI					
	I-JUNE 2010	01 -5101355	OIL-OK FOR 1M MONTHLY AGREEMENT FE	050964	1,657.16	
01-000533	OKLA STATE BOARD OF VET					
	I-201006041455	01 -5322202	OPERATING SUP RECERTIFICATION ANIMAL	050965	40.00	
01-000588	ONE SOURCE MUNICIPAL TR					
	I-201006151490	01 -5210302	CONSULTANTS/L HR CONSULTING	050966	688.36	
01-000595	OSBI					
	I-10-003243-S	01 -5321308	CONTRACTED SE QRTY SOFTWARE SUPPOR	050967	1,250.00	
	I-10-003260-S	01 -5321308	CONTRACTED SE QDIS YRLY SOFTWARE SUPPOR	050967	5,000.00	
	I-201006151495	01 -2101	AFIS PAYABLE AFIS FEES MAY 2010	050867	4,420.61	

PACKET: 05302 CLAIMS FOR 6/22/10

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000595	OSBT		continued			
		I-201006151495	01 -2102	FORENSICS PAY FORENSIC FEES MAY 2010	050867	4,316.09
01-P00042	PACIFIC TELEMANAGEMENT					
		I-201141	01 -5215315	TELEPHONE UTI PAY PHONE & STIPE CE	050968	75.00
01-P00133	PATROL TECHNOLOGY					
		I-28263	01 -5431207	CLOTHING ALLO UNIFORM ORDERS	050970	154.00
		I-28743	01 -5431207	CLOTHING ALLO UNIFORM ORDERS	050970	102.98
01-P00210	PEPSI COLA					
		I-136789	01 -5543202	OPERATING SUP INVENTORY - POOL CONCESSI	050971	225.00
		I-137123	01 -5543202	OPERATING SUP INVENTORY - POOL CONCESSI	050971	90.00
		I-137123	01 -5543202	OPERATING SUP CONCESSION SUPPLIES	050971	360.00
01-P00420	POSTMASTER					
		I-201006141470	01 -5521202	OPERATING SUP PO BOX FEE BOX 388	050972	70.00
		I-6/30/10	01 -5215312	EQUIPMENT REN PO BOX FEE - PO BOX 378	050974	110.00
01-P00510	PRO-KIL, INC					
		I-10184	01 -5548316	REPAIRS & MAI TERMITE SPRAYING	051023	450.00
		I-56819	01 -5542203	REPAIRS & MAI QTYL PEST CONTROL	050976	68.00
		I-56822	01 -5548316	REPAIRS & MAI MONTHLY SPRAYING	050976	150.00
		I-56823	01 -5542203	REPAIRS & MAI QTYL PEST CONTROL	050976	106.00
		I-56898	01 -5542203	CONTRACTED SE MONTHLY PEST CONTROL	050976	126.00
01-P00560	PUBLIC SERVICE/PEP					
		I 201006041444	01 -5215313	ELECTRIC UTIL 95205457302 - 1699 E CARL ALBER	050831	25.78
		I-201006041444	01 -5215313	ELECTRIC UTIL 95692191224 - 301 W JEFFERSON	050831	36.68
		I-201006111463	01 -5215313	ELECTRIC UTIL 95792346108 - ST LIGHTS	050861	12,004.03
		I-201006111463	01 -5215313	ELECTRIC UTIL 95237552018 - GENERAL	050861	11,203.92
		I-201006111463	01 -5215313	ELECTRIC UTIL 95235592004 - LIBRARY	050861	2,840.23
		I-201006111463	01 -5215313	ELECTRIC UTIL 95630770812 - 302 W FILLMORE	050861	422.00
		I-201006111463	01 -5215313	ELECTRIC UTIL 95481109635 - 333 E CARL ALBER	050861	36.68
01-Q00004	QTONER, US					
		I-33943	01 -5320202	OPERATING EXP TONER (DET DIVISION)	050977	215.95
01-Q00017	QUALITY JANITORIAL SUPP					
		I-003113	01 -5543203	REPAIRS & MAI SUPPLIES FOR POOLS	050978	402.47
01-R00090	RAM INC					
		I-19108	01 -5862205	PETROLEUM PRO NO LEAD	050979	1,651.84
		I-19108	01 -5862205	PETROLEUM PRO DIESEL	050979	1,307.59
01-R00405	RIVERSIDE AUTO FLEX					
		I-104913	01 -5862203	REPAIRS & MAI MOTOR RAD UNIT 46	050981	99.40
01-R00416	ROBERT CALVIN BRYANT JR					



PACKET: C5302 CLAIMS FOR 6/22/10

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-R00416	ROBERT CALVIN BRYANT JR	continued				
		1-201006151489	01 -5544308	CONTRACT LABO UMPIRE FEES - 4 GAMES	050982	80.00
01-R00469	ROIC	<i>Regional organized Crime Info. Center</i>				
		1-2144-22676	01 -5431330	DUES & SUBSCR MEMBERSHIP FEES	050983	300.00
01-R00520	RORY DAVIDSON					
		1-201006151487	01 -5544308	CONTRACT LABO UMPIRE FEES - 2 GAMES	050984	40.00
01-S00180	OKLA SECRETARY OF STATE					
		1-201006041456	01 -5321202	OPERATING SUP EXPIRED NOTARY	050986	5.00
01-S00190	SECURITY SYS. & ENG. IN					
		1-26046	01 -5321308	CONTRACTED SE 6 MO ALARM MONITORIN	050987	45.00
		1-26047	01 -5321308	CONTRACTED SE 6 MO ALARM MONITORIN	050987	45.00
		1-26048	01 -5321308	CONTRACTED SE 6 MO ALARM MONITORIN	050987	45.00
		1-26124	01 -5548316	REPAIRS & MAI ALARM MONITORING	050987	60.00
		1-26164	01 -5321316	REPAIRS & MAI REPLACE NEW SWITCH	050987	71.00
		1-26181	01 -5321325	FIRING RANGE REPLACE MOTION DETECTOR	050987	104.00
01-S00386	SMITH KEY & HARDWARE					
		1-8645	01 -5548203	REPAIRS & MAI LOCKS & MISC FOR MAINT.	050989	51.00
01-S00510	SOUTHERN SUPPLY & EQUIP					
		1-52292	01 -5544203	REPAIRS & MAI WEDEATING SUPPLIES	050990	15.90
01-S00530	SOUTHWEST CHEMICAL SERV					
		1-88991	01 -5544202	OPERATING SUP GRID MARKER	050991	320.00
01-S00726	STAPLES BUSINESS ADVANT					
		C-313091913	01 -5865202	OPERATING SUP OFFICE SUPPLIES	050992	17.91-
		1-78046	01 -5865202	OPERATING SUP OFFICE SUPPLIES	050992	75.16
		1-81082	01 -5865202	OPERATING SUP OFFICE SUPPLIES	050992	33.45
		1-85113	01 -5211202	OPERATING SUP OFFICE SUPPLIES	050992	60.98
		1-85614	01 -5865202	OPERATING SUP OFFICE SUPPLIES	050992	174.87
01-T00071	TERRY GREEN					
		1-201006151485	01 -5544308	CONTRACT LABO UMPIRE FEES - 8 GAMES	050994	160.00
01-T00177	HUNTING SHACK INC					
		1-43358	01 -5321325	FIRING RANGE AMMO: FIRING RANGE	050995	4,450.40
		1-43358	01 -5321325	FIRING RANGE AMMO: FIRING RANGE - CR	050995	1,350.00-
01-T00556	TRITECH EMERGENCY MEDIC					
		1 INV031429	01 -5432306	CONTRACTED SE EMS BILLING SERVICES	050997	285.00
01-U00020	US CELLULAR					
		1-201006041450	01 -5215315	TELEPHONE UTI CELL PHONE BILLS	050834	2,972.59

PACKET: 05302 CLAIMS FOR 6/22/10

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000025	U S FOOD SERVICE					
		I-74722293	01 -5543202	OPERATING SUP CONCESSION SUPPLIES	050999	531.81
01-000119	UNITED FUEL & ENERGY					
		I-1192006-IN	01 -5862203	REPAIRS & MAI 1 MONTH RENT-LUBE TANKS	051001	200.00
01-000130	UNITED SAFETY & CLAIMS					
		I-201006151481	01 -5215106	WORKER'S COMP MEDICAL BILLS 5/26-6/8 (1/2 of total)	051003	3,770.49
01-000040	WALMART COMMUNITY BRC					
		I-00406	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	051004	111.32
		I-01193	01 -5862202	OPERATING SUP CLEANING SUPPLIES	051004	72.57
		I-02264	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	051004	200.49
		I-02556	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	051004	75.68
		I-02581	01 -5663213	SAFETY SUPPLI FIRST AID SUPPLIES	051004	87.98
		I-02953	01 -5431202	OPERATING SUP SUPPLIES	051004	19.97
		I-03269	01 -5431202	OPERATING SUP SUPPLIES	051004	68.16
		I-05017	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	051004	15.52
		I-06142	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	051004	133.35
		I-07476	01 -5431202	OPERATING SUP SUPPLIES	051004	19.34
		I-09799	01 -5653215	<del>AWARDS PROGRAM</del> 41 CASES OF GATORADE	051004	490.36
01-000073	WARREN CLINIC					
		I-161337	01 -5431305	PHYSICALS YEARLY PHYSICALS <i>2 different</i>	051006	506.00
		I-271471	01 -5431305	PHYSICALS YEARLY PHYSICALS <i>employees</i>	051006	506.00
01-000270	WHITE ELECTRICAL SUPPLY					
		I-S1229687.001	01 -5548203	REPAIRS & MAI ELECTRICAL & MISC SUPPLIE	051008	72.15
		I-S1231436.001	01 -5548203	REPAIRS & MAI ELECTRICAL & MISC SUPPLIE	051008	41.01
		I-S1233655.001	01 -5548203	REPAIRS & MAI ELECTRICAL & MISC SUPPLIE	051008	56.06
		I-S1233823.001	01 -5548203	REPAIRS & MAI ELECTRICAL & MISC SUPPLIE	051008	174.05
		I-S1234026.001	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	051008	114.98
01-000469	WAGE WORKS					
		I-125A:0126520	01 -5653348	DRUG TESTING FSA MONTHLY ADMIN FE	051011	143.25
			FUND	01 GENERAL FUND	TOTAL:	143,095.16

PACKET: 05302 CLAIMS FOR 6/22/10

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00033	AT&T					
		1-201006111466	02 -5267315	TELEPHONE UTI 91842393004101 - MPWA	050856	2,412.16
01-A00193	ACCURATE LABS & MINING					
		1-0608073	02 -5974304	LAB TESTING TESTING-MONTHLY PLUS EXTR	050870	410.00
01-A00267	AIRGAS					
		1-106937945	02 -5973203	REPAIRS & MAI MAINT ON TANKS - MONTHLY	050873	30.64
		1-106937947	02 -5973203	REPAIRS & MAI MAINT ON TANKS - MONTHLY	050873	68.75
01-A00362	ALLEGIANCE COMMUNICATIO					
		1-201006041448	02 -5973328	INTERNET SERV 320769 - F WATER PLANT	050827	59.95
01-A00610	AMERICAN WATERWORK SUPP					
		1-124142	02 -5975211	WATER METERS METER VALVE LOCKING PLUG	050875	390.00
01-A00751	ATWOODS					
		1-3511271	02 -5975204	SMALL TOOLS 200 AMP BATTERY CHARGERS	050876	108.78
		1-863874	02 -5974203	REPAIRS & MAI MISC SUPPLIES	050877	10.16
01-A00770	AUTO PARTS CO					
		1-864046	02 -5862204	SMALL TOOLS 3.5 TON JACK FOR SHOP	050879	239.00
		1-864437	02 -5862203	REPAIRS & MAI A/C COMPRESSOR & COMPONENT	050879	298.20
		1-864696	02 -5864203	REPAIRS & MAI OIL FOR COMPACTOR &	051013	138.46
		1-864697	02 -5864203	REPAIRS & MAI OIL FOR COMPACTOR &	051013	89.28
		1-864723	02 -5864203	REPAIRS & MAI OIL FOR COMPACTOR &	051013	772.10
01-B00180	BEMAC SUPPLY					
		1-S1522609.002	02 -5973203	REPAIRS & MAI SUPPLIES FOR BOTH PL	050885	39.36
		1-S1525112.001	02 -5973401	CAPITAL PROJ SUPPLIES FOR F PLANT PROJ	050885	482.46
		1-S1526192.001	02 -5975202	OPERATING SUP SUPPLIES FOR WATER/SEWER	050885	22.32
		1-S1528710.001	02 -5975202	OPERATING SUP SUPPLIES FOR WATER/SEWER	050885	143.08
01-B00244	BIG MAC					
		1-0407257-IN	02 -5864203	REPAIRS & MAI 40 HRS PUMPING OF LEACHEA	050887	180.00
		1-0407509-IN	02 -5864203	REPAIRS & MAI 40 HRS PUMPING OF LEACHEA	050887	910.00
		1-0407600-IN	02 -5864203	REPAIRS & MAI 40 HRS PUMPING OF LEACHEA	050887	450.00
01-B00360	BLUE BOOK (USA)					
		1-159507	02 -5974203	REPAIRS & MAI MAZZEI CHEMICAL INJECTORS	050888	73.72
		1-166634	02 -5974204	SMALL TOOLS PERISTALTIC PUMP 110 VOLT	050888	416.08
01-C00271	CHSA					
		1-201006111467	02 -1511	DUE TO CHSA CHSA FEES	050858	392.43
01-C00489	UNITED FUEL & ENERGY/CL					
		1-1192303-IN	02 -5862205	PETROLEUM PRO ROTELLA 15W40	051015	2,471.04
		1-1192303-IN	02 -5862205	PETROLEUM PRO GP UTR	051015	1,388.76
		1-1192303-IN	02 -5862205	PETROLEUM PRO 50/50 ANTIFREEZE	051015	479.50

PACKET: 05302 CLAIMS FOR 6/22/10

VENDOR SFT: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00880	CULLIGAN WATER COND INC					
	I-MAY 2010		02 -5974304	LAB TESTING WATER FOR TESTING	050896	24.00
01-000322	DEPT. OF ENVIR. QUALITY					
	I-201006171503		02 -5971331	EMPLOYEE TRAV TRAINING FOR SOLID WASTE	051016	75.00
	I-0E4520784		02 -5975329	DEQ FEES LICENSES FOR EMPLOYEES	050900	62.00
	I-0E4520785		02 -5975329	DEQ FEES LICENSES FOR EMPLOYEES	050901	62.00
	I-0E4520786		02 -5975329	DEQ FEES LICENSES FOR EMPLOYEES	050902	62.00
			★ All different employees			
01-E00265	ERMI ENVIRONMENTAL LABS					
	I-1002884		02 -5973304	LAB TESTING MONTHLY TESTING	050907	54.47
	I-1002915		02 -5973304	LAB TESTING MONTHLY TESTING	050907	135.00
01-E00321	EVANS ENTERPRISES, INC.					
	I-55888		02 -5973401	CAPITAL PROJE ABB FREQUENCY DRIVES	050908	5,564.00
01-F00037	EASTENAL					
	I-0XKCA88850		02 -5973203	REPAIRS & MAI CABLE & SUPPLIES - PLANT	050910	169.54
01-F00251	FORT COBB FUEL AUTHORIT					
	I-201006041449		02 -5267314	GAS UTILITY GAS FOR HREFORD	050830	29.19
01-F00310	FRONTIER INTNL. TRUCKS,					
	I-794344		02 -5862203	REPAIRS & MAI BRAKE SHOES, DRUMS SW4	050911	1,240.64
01-G00010	G & C RENTAL CENTER, IN					
	I-2201		02 -5864316	REPAIRS & MAI REPAIR WORK ON DOZER	050912	45.00
	I-2280		02 -5864316	REPAIRS & MAI REPAIR WORK ON DOZER	050912	19,513.60
	I-2564		02 -5864316	REPAIRS & MAT REPAIR WORK ON LOZER	050912	1,611.03
01-G00280	GERALD'S TRUCK SERVICE					
	I-4348		02 -5862203	REPAIRS & MAI ENGINE SIDE COVER GASKET	051017	324.69
01-G00310	GIB'S TRANSMISSION, INC					
	I-1830		02 -5862203	REPAIRS & MAI REBUILD 4 SPD TRANS BM-1	050916	2,236.00
01-H00100	HAYNES EQUIPMENT, LLC					
	I-56067-1N		02 -5973316	REPAIRS & MAI CALIBRATE FLOW METER	050918	642.33
01-H00290	HUMPHREY PLUMBING, INC.					
	I-9446		02 -5975316	REPAIRS & MAI CLAIM SUSAN SNOW	050919	160.00
01-I00020	I B T, INC					
	I-5325119		02 -5974203	REPAIRS & MAI SHEAR PINS & MASTER CHAIN	050920	48.88
01-I00110	IMPRESS OFFICE SUPPLY					
	I-030745		02 -5972202	OPERATING SUP INK PENS, MISC ITEMS	050922	50.00
01-K00190	KEYSTONE EQUIPMENT CO.					

PACKET: 05302 CLAIMS FOR 6/22/10

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-K00190	KEYSTONE EQUIPMENT CO.	continued				
		I-42123	02 -5862203	REPAIRS & MAI WHEELS-WATER DEPT BACKHOE	050928	360.00
01-K00210	KIAMICHI ELECTRIC COOP.					
		I-JUNE 2010	02 -5267313	ELECTRIC UTIL ELECTRIC FOR HEREFOR	050929	468.18
01-L00428	LOWE'S CREDIT SERVICES					
		I-05099	02 -5975316	REPAIRS & MAI SUPPLIES FOR WATER & SEWE	050934	8.92
		I-06183	02 -5975316	REPAIRS & MAI SUPPLIES FOR WATER & SEWE	050934	101.48
		I-08014	02 -5975316	REPAIRS & MAI SUPPLIES FOR WATER & SEWE	050934	68.17
		I-09169	02 -5975316	REPAIRS & MAI SUPPLIES FOR WATER & SEWE	050934	37.34
		I-09446	02 -5864203	REPAIRS & MAI SAW BLADES -CUTTING TIRES	050934	59.91
		I-09576	02 -5975316	REPAIRS & MAI SUPPLIES FOR WATER & SEWE	050935	141.56
		I-09623	02 -5974316	REPAIRS & MAI SUPPLIES FOR REPAIRS	050935	19.79
		I-09641	02 -5975316	REPAIRS & MAI SUPPLIES FOR WATER & SEWE	050935	26.67
		I-09938	02 -5975316	REPAIRS & MAI SUPPLIES FOR WATER & SEWE	050935	304.48
		I-12110	02 -5975316	REPAIRS & MAI SUPPLIES FOR WATER & SEWE	050935	10.56
01-M00610	MOTION INDUSTRIES, INC.					
		I-OK06-107070	02 -5973203	REPAIRS & MAI COUPLING CHAIN	050945	341.35
		I-OK06-107070	02 -5973203	REPAIRS & MAI COUPLING BOLTS	050945	64.80
		I-OK06-107070	02 -5973203	REPAIRS & MAI BEARING INSERTS - FREIGHT	050945	53.67
01-M00665	MTS SAFETY PRODUCTS, IN					
		I-2846402	02 -5975209	UTILITY MAINT RUBBER BOOTS, RAIN SUITS	050946	27.00
01-N00250	MCALISTER NEWS CAPITAL					
		I-02570444	02 -5871202	OPERATING SUP AD FOR SANDY CREEK WALL	050957	107.95
01-N00340	NORTHERN TOOL EQUIPMENT					
		I-21927199	02 -5974204	SMALL TOOLS 9000 LBS 12 VOLT DC WINCH	050958	379.99
01-N00347	MEHLBURGER BRAWLEY, INC					
		I-MC-09-02-03	02 -5974401	CAPITAL OUTLA WTP FILTER: CLEARWELL IMP	050959	8,260.00
01-O00075	O'REILLY AUTO PARTS					
		I-0230-243981	02 -5973203	REPAIRS & MAI LIFT STATION SUPPLIE	050961	89.14
01-O00527	OKLA TRAFFIC ENGINEERIN					
		I-2010-8	02 -5871331	EMPLOYEE TRAV OTEA SPRING MEETING	051022	50.00
01-P00078	PAM JOSLIN					
		I-280	02 -5974207	CLOTHING ALLO WORK SHIRTS - R. CONDI	050969	147.00
01-P00420	POSTMASTER					
		I-201006141472	02 -5974317	ADVERTISING & COPIES-ANNUAL WATER QUALI	050973	3,150.00
01-P00560	PUBLIC SERVICE/AEP					
		I-201006041444	02 -5267313	ELECTRIC UTIL 95043496827 - MPWA	050831	34,543.16

PACKET: 05302 CLAIMS FOR 6/22/10

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-R00217	R.D. FLANAGAN & ASSOC					
		I-2010-6-5	02 -5871302	CONSULTANTS (H HAZ-MIT PLANNING	050980	742.80
01-RC0690	RURAL WATER DISTRICT #1					
		I-201006041451	02 -5267316	WATER UTILITY WATER @ LANDFILL	050832	391.22
01-S00205	SEQUOYAH ENGINEERING, I					
		I-S03B1209.14	02 -5973302	CONSULTANTS ( PRETREATMENT PROGRAM	050988	1,991.50
		I-S03B1209.15	02 -5973302	CONSULTANTS ( PRETREATMENT PROGRAM	050988	1,171.50
01-S00234	SHARE CORPORATION					
		I-742832	02 -5862204	SMALL TOOLS DRILL POST GRIP, SEAL TAPE	051024	182.67
01-S00530	SOUTHWEST CHEMICAL SERV					
		C-CM 89012	02 -5974206	CHEMICALS 2 LOADS ALUM	050991	997.84-
		C-CN 89012	02 -5974206	CHEMICALS 2 LOADS CAUSTIC	050991	6,693.70-
		I-88935	02 -5974206	CHEMICALS HYDROGEN PEROXIDE	050991	1,267.20
		I-88972	02 -5974206	CHEMICALS ROUND UP	050991	62.00
		I-89028	02 -5974206	CHEMICALS 2 LOADS CAUSTIC	050991	6,893.70
		I-89029	02 -5974206	CHEMICALS 2 LOADS ALUM	050991	3,441.24
		I-89066	02 -5974206	CHEMICALS 2 TOTES POLYMER	050991	2,472.00
		I-89068	02 -5974206	CHEMICALS 5 BARRELS OF CARASOL	050991	1,248.00
01-S00580	AT & T					
		I-201006151491	02 -5267315	TELEPHONE UTI 91814751133760 - DATA LINE	050868	59.00
01-SC0710	STANDARD MACHINE LLC					
		I-213720	02 -5862203	REPAIRS & MAI METAL	051025	518.52
01-T00217	ST. PAUL COMPANIES					
		I-201006101461	02 -5267323	DAMAGES CLAIM MR SHORT	050996	427.36
01-T00612	TULSA FREIGHTLINER					
		I-623031077	02 -5862203	REPAIRS & MAI FILTER FOR SANITATION TRU	050998	397.26
01-UC0053	UTILITY SUPPLY					
		I-046049	02 -5975333	WATER MAIN RE 3'6" FIRE HYDRANTS	051000	1,263.17
		I-046049	02 -5975333	WATER MAIN RE 4' FIRE HYDRANTS	051000	1,293.20
		I-046049	02 -5975333	WATER MAIN RE 6"X13" HYDRANT ADAPT	051000	613.60
		I-046049	02 -5975333	WATER MAIN RE 6" PVC STAR GRIP	051000	357.48
		I-046049	02 -5975334	SEWER MAIN RE 6" MJX MJ GATE VALVES	051000	2,310.00
		I-046049	02 -5975334	SEWER MAIN RE VALVE BOXES	051000	440.00
		I-046328	02 -5975316	REPAIRS & MAI PARTS & SUPPLIES	051000	38.00
		I-046329	02 -5975202	OPERATING SUP FULL CIRCLE CLAMPS	051000	251.50
		I-046329	02 -5975202	OPERATING SUP FULL CIRCLE CLAMPS	051000	281.70
		I-046329	02 -5975202	OPERATING SUP FULL CIRCLE CLAMPS	051000	394.00
		I-046329	02 -5975202	OPERATING SUP FULL CIRCLE CLAMPS	051000	739.15
		I-046330	02 -5975211	WATER METERS 3/4" WATER METERS	051000	1,360.00
		I-046332	02 -5975316	REPAIRS & MAI PARTS & SUPPLIES	051000	259.86

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FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-U00128	UNITED PACKAGING & SHIP					
	I-85964/85965	02 -5974304	LAB TESTING	SHIPPING WATER SAMPLES	051002	45.62
	I-86097	02 -5974304	LAB TESTING	SHIPPING WATER SAMPLES	051002	74.62
01-U00130	UNITED SAFETY & CLAIMS					
	I-201006151481	02 -5267106	WORKER'S COMP MEDICAL BILLS 5/26-6/8		051003	3,770.49
			(1/2 of total)			
01-W00040	WALMART COMMUNITY BRC					
	I-01936	02 -5866202	OPERATING SUP	CLEANING SUPPLIES	051004	63.30
	I-03150	02 -5866202	OPERATING SUP	CLEANING SUPPLIES	051004	4.96
01-W00072	WARREN CAT					
	I-W0100068797	02 -5862203	REPAIRS & MAI	LABOR TO CHECK DOZER	051005	645.00
01-W00080	WASTE RESEARCH INC.					
	I-10780	02 -5862203	REPAIRS & MAI	HYD PUMP FOR SW-11	051007	1,084.55
01-W00270	WHITE ELECTRICAL SUPPLY					
	I-S1228364.001	02 -5974316	REPAIRS & MAI	ELECT SUPPLIES FOR KFC	051008	36.56
	I-S1230294.001	02 -5973203	REPAIRS & MAI	PLANT SUPPLIES FOR REPAIR	051008	9.41
	I-S1232139.001	02 -5974316	REPAIRS & MAI	ELECT SUPPLIES FOR KFC	051008	4.24
	I-S1234243.001	02 -5974316	REPAIRS & MAI	ELECT SUPPLIES FOR KFC	051008	17.19
	I-S1234985.001	02 -5973203	REPAIRS & MAI	PLANT SUPPLIES FOR REPAIR	051008	8.40
01-W00290	WHOLESALE ELECTRIC SUPP					
	I-S2894183.001	02 -5973203	REPAIRS & MAI	SQ D BREAKER FOR PLANT	051009	429.13
01-W00299	WILKINS ENVIRONMENTAL					
	I-2037	02 -5973304	LAB TESTING	TOXICITY TESTING West Plant	051010	1,422.50
	I-2038	02 -5973304	LAB TESTING	TOXICITY TESTING North Plant	051010	1,422.50
			FUND	02	MPWA	TOTAL:
						125,680.88

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PACKET: 05302 CLAIMS FOR 6/22/10

VENDOR SET: 01

FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-POC560	PUBLIC SERVICE/AEP					
		I-201006041444	03 -5876313	ELECTRIC UTIL 95291700219 - AIRPORT	050831	659.10
				FUND 03 AIRPORT AUTHORITY	TOTAL:	659.10



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REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 05302 CLAIMS FOR 6/22/10

VENDOR SET: 01

FUND : 05 PARKING AUTHORITY

VENDOR	NAME	ITEM #	S/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-P00560	PUBLIC SERVICE/AEP					
		1-201006111463	05 -5218313	ELECTRIC UTIL 95244019006 - PARKING AUTH	050861	133.42
				FUND 05 PARKING AUTHORITY	TOTAL:	133.42

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FUND : 08 NUTRITION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-D00213	DEBBIE COMPTON					
		I-201006141474	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	050898	150.00
		I-201006141475	08 -5549308	CONTRACT SERV REIMB OF MILEAGE FOR DELIVERY	050898	113.00
01-E00207	EMMA E. BELLIS					
		I-201006141476	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	050905	165.00
		I-201006141477	08 -5549308	CONTRACT SERV REIMB OF MILEAGE FOR DELIVERY	050905	110.00
01-M00339	MIKE CARR					
		I-201006141473	08 -5549308	CONTRACT SERV REIMB OF MILEAGE FOR DELIVERY	050940	112.50
			FUND	08	NUTRITION	
					TOTAL:	650.50

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FUND : 09 LANDFILL RES./SCB-TITLE D

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-G00462	GREEN COUNTRY TESTING,					
	I-T 38219	09 -5864327	SUB TITLE D E AQUEOUS TESTING AT LANDFILL	050917	540.00	
01-K00005	K-BAR CO CONSTRUCTION					
	I-12636	09 -5864327	SUB TITLE D E 80 LOADS COVER DIRT	050926	6,000.00	
	I-12660	09 -5864327	SUB TITLE D E 80 LOADS OF DIRT FOR LF	051018	6,000.00	
			FUND 09 LANDFILL RES./SUB-TITLE DTOTAL:		12,540.00	

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FUND : 28 SE EXPO CTR/TOURISM FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00751	ATWOODS	I-3507920	28 -5654203	REPAIR & MAIN MISC SUPPLIES	050876	42.96
01-C00320	CENTERPOINT ENERGY ARKL	I-201006151493	28 -5654314	GAS UTILITY 11728490 - EXPO	050865	81.45
01-E00417	EXTREME PYRS & RAINBOW	I-U013006	28 -5654348	FESTIVAL FIREWORKS FOR JULY 4TH	050909	13,905.00
01-I00110	IMPRESS OFFICE SUPPLY	I-030613	28 -5654202	OPERATING SUP DRY ERASE MARKERS	050922	5.01
01-J00110	JACKIE BRANNON CORR. CT	I-F184	28 -5654308	CONTRACT SERV INMATE LABOR	050925	193.16
01-MC0134	MCALESTER MAIN STREET	I-JUNE 2010	28 -5654353	MAIN STREET P AS PER CONTRACT	050951	2,500.00
01-O00345	OKLA DEPT OF LABOR	I-2012331437	28 -5654316	REPAIRS & MAI ELEVATOR INSPECTION	050963	100.00
		I-70857	28 -5654316	REPAIRS & MAI ANNUAL BOILER INSPECTION	050963	25.00
		I-W1E31437	28 -5654316	REPAIRS & MAI ELEVATOR INSPECTION	050963	75.00
01-P00450	PRIDE IN MCALESTER INC.	I-JUNE 2010	28 -5654352	MISC PRIDE IN AS PER CONTRACT	050975	4,142.86
01-PC0510	PRO-KIL, INC	I-56824	28 -5654316	REPAIRS & MAI PEST CONTROL 4TH QTR	050976	365.00
01-P00560	PUBLIC SERVICE/AEP	I-201006041444	28 -5654313	ELECTRIC UTIL 95297190423 - EXPO	050831	4,429.76
01-S00510	SOUTHERN SUPPLY & EQUIP	I-52300	28 -5654203	REPAIR & MAIN WEED EATER LINE	050990	99.90
		I-52303	28 -5654203	REPAIR & MAIN WEED EATER LINE	050990	30.60
01-S00443	SOUTHEAST EXPO CENTER	I-201006151482	28 -5654349	COUNCIL PARTN PARTNERSHIP W/MCALESTER	050993	2,125.00
01-W00040	WALMART COMMUNITY BRC	I-004848	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	051004	17.59
01-W00270	WHITE ELECTRICAL SUPPLY	I-S1219668.002	28 -5654203	REPAIR & MAIN LIGHT BULBS	051008	55.60
				FUND 28 SE EXPO CTR/TOURISM FUND TOTAL:		28,193.89

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PACKET: 05302 CLAIMS FOR 6/22/10

VENDOR SET: 01

FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-A00033	AT&T					
		I-201006111466	29 -5324315	TELEPHONE UTI 40510300487857 - 911 WIRELESS	050856	476.52
		I-201006151492	29 -5324401	CAPITAL OUTLA 91814700086600 - EQUIP LEASE	050863	2,403.33
01-A00581	AT&T					
		I-201006041446	29 -5324315	TELEPHONE UTI 4100721865788 - HOST CIRCUIT	050928	781.25
01-I00204	INTERACT PUBLIC SAFETY					
		I-0XMCALSMAP	29 -5324308	CONTRACTED SE OK MCALESTER - MAP	050924	12,289.40
01-S00580	AT & T					
		I-201006041447	29 -5324315	TELEPHONE UTI 91868300256872 - E911	050833	2,088.43
			FUND	29 E-911	TOTAL:	18,038.93

6/17/2010 9:24 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 22

PACKET: 05302 CLAIMS FOR 6/22/10

VENDOR SET: 01

FUND : 30 ECONOMIC DEVELOPMENT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-M00270	MEDS					
		1-JUNE 2010	30 -5211360	MC ECONOMIC D MONTHLY EXPENSE ~ JAN 10	050939	12,627.89
				FUND 30 ECONOMIC DEVELOPMENT	TOTAL:	12,627.89

PAGE: 23

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-S00100	SCORPION CONST CO					
		1-6627	32 -5215405	CAPITAL OUTLA SIDEWALK CROSSWALK RAMPS	050985	4,672.00
		1-6628	32 -5215405	CAPITAL OUTLA LAB/MATERIALS CROSSWALK	050985	1,554.00
				FUND 32 GIFTS & CONTRIBUTIONS	TOTAL:	6,226.00

6/17/2010 9:24 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 24

PACKET: 05302 CLAIMS FOR 6/22/10

VENDOR SET: 03

FUND : 41 CIP FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-C00667	CONTRACTORS SUPPLY CO					
		1-1000490	41 -5865403	CAPITAL PROJE RENT ON 1000 CAM LOCKS	050893	270.00
			FUND	41 CIP FUND	TOTAL:	270.00
				REPORT GRAND TOTAL:		348,115.77



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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2009-2010	01 -2100	CLEET PAYABLE (COURT)	8,101.19				
	01 -2101	AFIS PAYABLE - COURT	4,420.61				
	01 -2102	FORENSICS PAYABLE (COURT)	4,316.09				
	01 -2103	OBV PAYABLE (COURT)	45.00				
	01 -2105	COLLECTION AGENCY 25% (COU	9,401.13				
	01 -5101319	MISCELLANEOUS	128.65	3,600	134.44		
	01 -5101354	SUNBELT CLASSIC TOURNAMENT	7,000.00	7,000	0.00		
	01 -5101355	OIL-OK FOR INDEPENDENT LIV	1,657.16	21,600	0.00		
	01 -5210302	CONSULTANTS/LABOR RELATION	10,088.35	44,000	9,430.23		
	01 -5211202	OPERATING SUPPLIES	60.98	5,200	21.85-	Y	
	01 -5212317	ADVERTISING & PRINTING	74.95	5,000	1,950.96		
	01 -5213202	OPERATING SUPPLIES	2,020.24	6,000	767.76-	Y	
	01 -5213337	COLLECTION SERVICES	8,816.82	9,000	2,035.45-	Y	
	01 -5214302	CONSULTANTS	29.72	110,000	45,941.02		
	01 -5215106	WORKER'S COMPENSATION	3,770.49	325,000	104,309.82		
	01 -5215312	EQUIPMENT RENTALS	110.00	40,000	2,409.40		
	01 -5215313	ELECTRIC UTILITY	26,569.32	359,660	88,513.82		
	01 -5215314	GAS UTILITY	524.52	17,500	1,184.17		
	01 -5215315	TELEPHONE UTILITY	3,047.59	64,935	8,067.54		
	01 -5320202	OPERATING EXPENSE	215.95	4,500	2,100.37		
	01 -5320328	INTERNET SERVICE	116.74	0	1,418.88-	Y	
	01 -5321202	OPERATING SUPPLIES	846.14	15,500	695.89		
	01 -5321308	CONTRACTED SERVICES	6,804.92	22,150	4,368.67		
	01 -5321316	REPAIRS & MAINTENANCE	71.00	4,140	870.34		
	01 -5321325	FIRING RANGE	3,322.77	13,992	3,278.33		
	01 -5322202	OPERATING SUPPLIES	40.00	3,500	2,773.29		
	01 -5322319	MISCELLANEOUS	761.32	1,500	518.10		
	01 -5431202	OPERATING SUPPLIES	467.22	12,100	1,304.32		
	01 -5431203	REPAIRS & MAINT SUPPLIES	105.00	12,150	3,249.82		
	01 -5431207	CLOTHING ALLOWANCE	1,259.71	22,200	0.44		
	01 -5431305	PHYSICALS	1,012.00	10,000	417.00		
	01 -5431316	REPAIRS & MAINTENANCE	38.08	10,400	1,289.02		
	01 -5431330	DUES & SUBSCRIPTIONS	1,550.00	10,420	1,593.12		
	01 -5432202	OPERATING SUPPLIES	371.60	15,400	1,925.41		
	01 -5432308	CONTRACTED SERVICES	285.00	21,380	801.73-	Y	
	01 -5541202	OPERATING SUPPLIES	1,481.37	30,600	452.09		
	01 -5542203	REPAIRS & MAINT SUPPLIES	1,019.63	26,000	474.54		
	01 -5542206	CHEMICALS	1,580.00	22,100	4,267.30		
	01 -5542308	CONTRACTED SERVICES	2,049.14	13,500	133.54		
	01 -5542316	REPAIRS & MAINTENANCE	806.96	18,000	188.16		
	01 -5542328	INTERNET SERVICE	393.85	0	684.51-	Y	
	01 -5543202	OPERATING SUPPLIES	2,677.34	10,500	646.22		
	01 -5543203	REPAIRS & MAINT SUPPLIES	1,427.43	5,000	379.95		
	01 -5543316	REPAIRS & MAINTENANCE	1,059.50	6,000	300.50		
	01 -5544202	OPERATING SUPPLIES	1,062.71	11,000	737.80		

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
01	-5544203	REPAIRS & MAINTENANCE SUPP	15.90	3,400	161.69		
01	-5544309	CONTRACT LABOR	960.00	14,048	1,136.00		
01	-5547206	CHEMICALS	120.00	2,500	137.00		
01	-5548203	REPAIRS & MAINTENANCE SUPP	1,517.51	49,000	569.44		
01	-5548311	PARKING RENTAL	375.00	4,500	1,500.00		
01	-5548316	REPAIRS & MAINTENANCE	660.00	25,148	3,823.13		
01	-5548331	EMPLOYEE TRAVEL & TRAINING	267.00	322	3.35		
01	-5652318	ABATEMENTS	862.91	11,200	0.65		
01	-5652330	DUES & SUBSCRIPTIONS	168.00	1,200	298.63		
01	-5657213	SAFETY SUPPLIES	156.98	8,500	37.11		
01	-5653215	AWARDS PROGRAM	505.31	5,500	4.45		
01	-5653317	ADVERTISING & PRINTING	81.69	4,000	3,346.16		
01	-5653348	DRUG TESTING & MISC. FEES	1,471.25	8,000	1,280.20		
01	-5862203	REPAIRS & MAINT SUPPLIES	6,752.79	215,000	56,508.38		
01	-5862205	PETROLEUM PRODUCTS	2,959.43	254,300	40,355.80		
01	-5863203	REPAIR & MAINT SUPPLIES	4,808.42	52,235	29,884.87		
01	-5865202	OPERATING SUPPLIES	338.08	3,225	161.95		
01	-5865218	STREET REPAIRS & MAINTENAN	66.50	220,416	16,156.82		
02	-1511	DUE TO CBSA	392.43				
02	-5267106	WORKER'S COMPENSATION	3,770.49	221,000	46,874.16		
02	-5267313	ELECTRIC UTILITY	35,011.34	564,430	198,323.52		
02	-5267314	GAS UTILITY	29.19	7,660	27.81-	Y	
02	-5267315	TELEPHONE UTILITY	2,471.16	46,000	1,536.25		
02	-5267316	WATER UTILITY	391.22	3,800	128.10		
02	-5267323	DAMAGES	427.36	76,957	426.38-	Y	
02	-5862203	REPAIRS & MAINT SUPPLIES	7,144.86	205,897	1,143.45		
02	-5862204	SMALL TOOLS	421.67	2,250	1,828.33		
02	-5867205	PETROLEUM PRODUCTS	4,338.30	246,525	60,891.89		
02	-5864203	REPAIRS & MAINT SUPPLIES	2,499.75	26,948	657.08		
02	-5864316	REPAIRS & MAINTENANCE	21,169.63	21,125	0.37		
02	-5866202	OPERATING SUPPLIES	68.26	2,500	247.01		
02	-5871202	OPERATING SUPPLIES	107.95	6,000	2,102.13		
02	-5871302	CONSULTANTS (HMP & SW PHASE	742.80	134,728	60,515.32		
02	-5871331	EMPLOYEE TRAVEL & TRAININ	125.00	3,217	840.15		
02	-5972202	OPERATING SUPPLIES	50.00	2,500	233.10		
02	-5973203	REPAIRS & MAINT SUPPLIES	1,304.19	56,080	654.77		
02	-5973302	CONSULTANTS (IND. PRETREAT	3,163.00	27,500	21,648.00		
02	-5973304	LAB TESTING	3,034.47	27,300	5,542.52		
02	-5973316	REPAIRS & MAINTENANCE	642.93	47,920	378.47		
02	-5973328	INTERNET SERVICE	59.95				
02	-5973401	CAPITAL PROJECT	6,346.46	28,500	7,784.54		
02	-5974203	REPAIRS & MAINT SUPPLIES	132.76	47,500	299.59		
02	-5974204	SMALL TOOLS	796.07	1,500	289.78		
02	-5974206	CHEMICALS	7,492.60	358,413	24,697.76		
02	-5974207	CLOTHING ALLOWANCE	147.00	2,000	9.13		

## \*\* 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 -5974304	LAB TESTING	554.24	44,050	26.53		
	02 -5974316	REPAIRS & MAINTENANCE	97.78	53,650	69.11		
	02 -5974317	ADVERTISING & PRINTING	3,150.00	5,150	25.97		
	02 -5974401	CAPITAL OUTLAY	8,260.00	444,808	369,306.80		
	02 -5975202	OPERATING SUPPLIES	1,831.75	31,968	925.86		
	02 -5975204	SMALL TOOLS	108.78	1,500	12.25		
	02 -5975209	UTILITY MAINTENANCE SUPP.	27.00	32,754	1,330.34		
	02 -5975211	WATER METERS	1,750.00	14,000	3.52		
	02 -5975316	REPAIRS & MAINTENANCE	1,157.04	11,668	32.72		
	02 -5975329	DEQ FEES	186.00	2,500	704.00		
	02 -5975333	WATER MAIN REPAIR	3,527.45	19,708	0.79		
	02 -5975334	SEWER MAIN REPAIR	2,750.00	15,258	10.75		
	03 -5876313	ELECTRIC UTILITY	659.10	12,600	3,847.73		
	05 -5218313	ELECTRIC UTILITY	133.42	2,900	1,532.38		
	08 -5549308	CONTRACT SERVICES	680.50	15,700	98.00		
	09 -5864327	SUB TITLE D EXPENSE	12,540.00	152,928	22,034.48		
	28 -5654202	OPERATING SUPPLIES	5.01	4,500	2,757.50		
	28 -5654203	REPAIR & MAINT SUPPLIES	229.06	15,000	643.74		
	28 -5654210	CONCESSION SUPPLIES	17.59	25,000	302.64		
	28 -5654308	CONTRACT SERVICES	193.16	2,000	14.97		
	28 -5654313	ELECTRIC UTILITY	4,429.76	70,000	17,907.98		
	28 -5654314	GAS UTILITY	81.45	12,500	8,519.26-	Y	
	28 -5654316	REPAIRS & MAINTENANCE	565.00	22,900	1,578.76		
	28 -5654348	FESTIVAL	13,905.00	24,000	7,544.96		
	28 -5654349	COUNCIL PARTNERSHIP	2,125.00	5,000	2,875.00		
	28 -5654352	MISC PRIDE IN MCALESTER	4,142.86	27,000	0.02-	Y	
	28 -5654353	MAIN STREET PROGRAM	2,500.00	15,000	0.00		
	29 -5324308	CONTRACTED SERVICES	12,289.40	281,200	137,707.96		
	29 -5324315	TELEPHONE UTILITY	3,346.20	34,000	992.71-	Y	
	29 -5324401	CAPITAL OUTLAY	2,403.33	408,400	86,438.00		
	30 -5211360	MC ECONOMIC DEVELOPMENT	12,627.89	180,458	459.02		
	32 -5215405	CAPITAL OUTLAY ADA COMPLIA	6,226.00	32,957	6,451.30		
	41 -5865403	CAPITAL PROJECTS	270.00	8,027	3,533.49		
** 2009-2010 YEAR TOTALS **			348,115.77				

NO ERRORS

\*\* END OF REPORT \*\*

PACKET: 05302 CLAIMS FOR 6/22/10

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	6/2010	143,095.16CR
02	6/2010	125,680.88CR
03	6/2010	659.10CR
05	6/2010	133.42CR
08	6/2010	650.50CR
09	6/2010	12,540.00CR
28	6/2010	28,193.89CR
29	6/2010	18,038.93CR
30	6/2010	12,627.89CR
32	6/2010	6,226.00CR
41	6/2010	270.00CR

=====

ALL		348,115.77CR
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# McAlester City Council

## AGENDA REPORT

Meeting Date: June 22, 2010  
Department: City Manager  
Prepared By: Peter Stasiak  
Date Prepared: June 15, 2010

Item Number: 1  
Account Code: \_\_\_\_\_  
Budgeted Amount: \_\_\_\_\_  
Exhibits: (1) Annual Report

### Subject

Presentation; Accept and place on file the McAlester Economic Development Services (MEDS) annual report.

### Recommendation

Motion to accept MEDS annual report and place on file.

### Discussion

Shari Cooper, MEDS Executive Director has given the City of McAlester the annual report of projects. These projects address Economic Development services for the City of McAlester.

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head		
City Manager	P. Stasiak <u>PJS</u>	<u>June 15, 2010</u>

**McAlester Economic Development Service, Inc.**

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## 2009-2010 Annual Report

**Submitted by:** The McAlester Economic Development Service, Inc.

**Submitted to** The City of McAlester

**Date:** June 1, 2010

**Prepared by:** Shari Cooper, Executive Director

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## Executive Summary

Over the past six months, The McAlester Economic Development Service (MEDS) has experienced significant change. Since the resignation of former Executive Director Jim Mills in September 2009, the MEDS was without a Director for almost three months. During this time, The City of McAlester enacted several budget cuts, decreasing the MEDS fiscal year 2008-2009 budget approximately 18%.

Since taking over as Executive Director in December 2009, I utilized the first few months to get to know McAlester - including the lay of the land, the people, the businesses, the organizations, and the current climate for economic development in McAlester. In addition, I have focused on managing and improving the day-to-day business and efficiency of the MEDS, including:

1. Analyzing and improving the legal structure of the organization,
2. Relocating the office to the downtown business district to increase visibility and accessibility,
3. Cutting out unnecessary costs and expenditures in the MEDS budget,
4. Building strong external relationships and communication with other organizations and government entities,
5. Identifying the need for and creating a comprehensive economic development marketing plan for McAlester,
6. Creating an "Existing Business Retention & Expansion" database and outreach plan,
7. Tracking new business recruitment efforts and identifying necessary tools for successful business recruitment in McAlester,
8. Examining and addressing the internal productivity and efficiency of the organization's staff.

In summary, the past six months have allowed me to assess and address a multitude of basic but critical factors that affect economic development in McAlester. McAlester still has a lot of basic work to complete and barriers it must overcome before being truly competitive in the aggressive world of economic development.

**McAlester's state of readiness is all.**

Over the next few months, many changes and improvements are anticipated. However, change, even a change for the better, is always accompanied by drawbacks and discomfort. It is my hope we can change McAlester for the better, despite the difficulties we may face.

The following report serves to fulfill our reporting commitment to the City as well as preview some planning efforts for economic development for McAlester.

Sincerely,



Shari Cooper  
Executive Director



## Introduction: The MEDS Organization

The McAlester Economic Development Service, Inc. (MEDS) is a private, non-profit 501(c)(6) and was incorporated as such in 1977. However, unlike many other "business leagues," the MEDS does not charge membership dues, or charge for its services. Additionally, the organization receives very little of its overall budget from private donations.

Instead, the MEDS receives the majority of its funding from the City of McAlester. The City is able to fund the MEDS through a 1/4% sales tax, which voters approved during a special election in March 2003. "Proposition 2" clearly reads that voters approved this sales tax increase to be spent "solely for economic development." However, unlike most other Oklahoma communities who have an Economic Development organization funded by a special economic development tax, the City of McAlester administers this economic development tax fund. Consequently, the City management decides if and how much funding the MEDS will receive to carry out economic development activities.

Because of this unique situation, the MEDS must look for other sources of funding for its sustainability. In order to be more successful as a private non-profit corporation, the MEDS must strive to be less dependent on the City and secure other sources of funding including grants and private donations.

Typically, publicly funded grants are only eligible to organizations who are designated by the IRS as a 501(c)(3), or charitable organization. Since all of the work that the MEDS conducts is community based and serves to benefit the community, the organization is in the process of determining whether or not it can legally amend its articles of incorporation from a 501(c)(6) status to a 501(c)(3) status, or whether it can legally form an additional organization and incorporate it as a 501(c)(3) to be housed under the 501(c)(6) corporation.

In addition to possible changes in the organization's articles of incorporation, the MEDS has also streamlined board membership by amending its bylaws. The organization, which previously had sixteen members, now has a more manageable membership of eleven.

And finally, the organization's new office location on Carl Albert Parkway is a more visible and convenient location in which to do business with our community partners, present and future customers, as well as our patrons and perspective clients. To publicize and celebrate this accomplishment, the MEDS hosted an "open house" in March 2010 and welcomed neighboring partner organizations, elected officials, and donors to stop by and see the new office space. The move has proven to be a success for all involved. Not only is our office more accessible, but the City has been able to rent out the space that our nonprofit was utilizing at the Southeast Expo Center. Consequently, our organization is no longer costing the city (or the tax payers of McAlester) the "in kind" expense of **\$1250.00 a month** for rent and utilities.

## Marketing

Traditionally, "marketing" is the primary tool by which Economic Developers can sell their product and services. In order to recruit companies or businesses that pay quality wages, several basic components must be in place. One of those components consists of having a strong, desirable, and attractive community.

Communities who are successful at economic development are communities who form strong, supportive partnerships and are able to promote their best qualities. When the MEDS makes contact with a company who is planning on making a significant investment in a community, that company needs to know that McAlester is the right choice for their investment. Consequently, McAlester must project a strong, unified image to convince them to relocate to this area.

Currently, the City of McAlester has a small tri-fold, visitor's guide, and map, and the Chamber of Commerce also has a map. This material is not geared towards business recruitment and is not adequate for economic development purposes, especially in comparison to other communities who have invested in the production of professional marketing packets inclusive of demographic information, labor and wage statistics, and information on available properties.

Since December, the MEDS has identified the need for a professionally produced website and marketing materials for McAlester. Currently, the MEDS has a website. However, this website is not on par with our competition and does not sufficiently promote either the MEDS services nor the McAlester area.

Further, the organization's acronym, "MEDS," does not communicate an appropriate, relevant, or powerful message. It also connotes a medical image, which is confusing, awkward, and irrelevant to the mission of the organization. In March of this year, the MEDS contracted with a marketing firm out of Oklahoma City to complete the following:

- 1) Create a new business identity, logo, and business identity templates (i.e. stationery, business cards, newsletter),
- 2) Create new marketing brochures for McAlester,
- 3) Create a new MEDS website, from which to market and promote McAlester, including demographic data, real estate information, and quality of life on the rural southeast region of Pittsburg County.

The marketing firm, "Staplegun," is a top level firm out of Oklahoma City and regularly contracts with the Oklahoma Department of Commerce (ODOC), as well as other well known non-profits to provide such services. As MEDS engaged the firm only a few months, the development of the above services are currently in progress.

## CONTENT DEVELOPMENT

1. The content of the MEDS website and marketing materials is not only necessary, but extremely valuable in recruiting new business to the community. A demographic and GIS (Geographic Information Systems) consultant is providing statistical and demographic data - which shall be simplified into valuable information that can be shared and promoted to potential new businesses around the globe. Since the City of McAlester does not have GIS mapping capabilities, the MEDS is trying to work with other sources to develop maps, which are critical in communicating information to potential developers and businesses looking for available property in McAlester.

- The Workforce Investment Board's (WIB) has obtained a \$250,000 "Regional Innovation Grant"(RIG) grant to develop a strategic plan for the southeast workforce region of Oklahoma. The MEDS is represented on the project's "Core Leadership Council," and will work in concert with the Department of Labor's WIB, McAAP, McAlester Defense Support Association (MDSA), Kiamichi Technical Service (KTC), Eastern Oklahoma State College (EOSC), and the Oklahoma Manufacturing Alliance (OMA) to do strategic planning for a seven county region.

This grant will be used to map regional data and assets and formulate a strategic work plan around the McAlester Army Ammunitions Plant, the region's largest employer. The MEDS is also supporting the McAlester Defense Support Association's efforts to hire a consultant whose mission it will be to: 1) develop a strategic plan for McAAP's long term economic sustainability, and 2) directly contact defense contractors and convince them to consider McAlester as a potential site for doing business.

Our organization strongly supports MDSA's objectives and search for grant funding to help them hire this consultant. We also hope to have information on our website that allows MDSA to promote themselves as part of the McAlester team.

## **Business Retention and Expansion**

The MEDS is charged with providing technical assistance to new and existing businesses and industry on behalf of the City to promote expansion and maintenance of the economic base of Pittsburg County.

In an unprecedented recession companies everywhere are being forced to re-think every aspect of their operations. Many of our most important companies are facing issues that directly impact their ability to survive rapidly changing market conditions. Others are searching for opportunities to grow and capitalize on emerging markets. More than ever before, a sound business retention program will give the MEDS a head start in helping companies to stay, grow and thrive in McAlester and Pittsburg County. We are working to pro-actively build strong relationships with our business owners and growth-oriented companies that want to enhance their workforce, adopt new technologies, increase profitability and compete globally.

Some of the MEDS "retention and expansion" activities this year have included:

- **Highway 69 Construction Proposal (between Wyandotte Ave. and Peaceable Road):** The MEDS responded to the notice that the Oklahoma Department of Transportation was going to host a Public Presentation on the Highway 69 & Comanche Intersection Design. The MEDS staff reached out to local businesses along the design area to inform them of this meeting. Many businesses voiced their concerns to staff and we reported back to the McAlester City Council that the design of this highway will be critical - as it will provide *the primary access* to existing businesses - as well as to new potential retail considering locating in McAlester. This design is critical to ensure the best balance between moving traffic through as safely as possible, as well as and serving the community's existing and potential retail needs.

- The MEDS attended the ribbon cutting of the "True Value Hardware" store in North McAlester and also introduced the store owner to the Chamber of Commerce. The business is now a member of the Chamber and will receive all the benefits associated with being part of the business community.
- Recently, the MEDS worked with an existing manufacturer here in McAlester who is hoping to expand their product line to serve a new energy market - Wind Energy. The manager of A-D Technologies and I attended a Wind Energy Workshop together. We also informed him of the Public Service Company of Oklahoma's tax incentive which will offer a three-year, 30-percent discounted rate to qualified commercial and industrial customers who contribute to the supply of wind and solar energy equipment. Under the proposal, new commercial or industrial customers with a maximum billing demand greater than 100 kilowatts will be eligible for the discount. The credit will also apply to existing customers who add at least 100 kilowatts of maximum demand for wind or solar equipment production.
- The MEDS also shared information on a new tax credit to employers around McAlester. The tax credit entitled "Hiring Incentives to Restore Employment (HIRE) Act (PL 111-147)," which creates a payroll tax credit for employers. This credit allows an employer, who hires workers who've been unemployed for at least 60 days, to 1) claim a credit equal to the employer's share of Social Security taxes on wages paid in 2010, and 2) The bill also provides a credit of up to \$1,000 for at least one year. The W-11 form can be obtained through the company's CPA or at the IRS website.
- The MEDS is in the process of establishing an "Existing Business Database." This database will enable our organization to have a systematic outreach to existing businesses. The database is a valuable tool to our business and the community in terms of helping our organization manage and track all interactions with key employers. The MEDS will be able to map, market, and develop supply-chain management sectors. The database will also allow us to communicate and collaborate with partner organizations. Though this tool has been around for several years, our organization has never fully utilized it. In time, I expect we will be taking full advantage of this tool and start populating the database so we will have a basic inventory of businesses and manufacturers in McAlester.
- The MEDS sponsored a "Hotel Task Force Meeting," on June 10, 2010 at the Kiamichi Technical Center. The outreach was made to all area hotels upon learning that some of them have been experiencing difficulties with the local labor force. One of the primary difficulties has been the expense of training employees. KTC has a hotel and hospitality program, which some of the area hotels were not aware of and so this meeting allowed KTC to share information about their program. The meeting will also allow the MEDS to meet with, listen to, and document, the hoteliers concerns, questions, and suggestions about how our organization can work to improve the business climate for the hotel industry in McAlester.

## **Business Recruitment**

One of our organization's top responsibilities is to bring new jobs and industry to McAlester. Over the past few months, the MEDS has responded to proposals from several different companies. As many of the proposal are managed through the Oklahoma Department of Commerce, the companies searching for new sites typically wish to remain anonymous. Consequently, many project names are used below.

### **BUSINESS PROPOSALS**

#### **Sabre Defence**

Upon my arrival in McAlester, the MEDS and City leadership had engaged in discussions with Sabre Defence, a gun manufacturer who sells some of its weapons to the U.S. Government. The City applied for a CDBG grant through the OK Department of Commerce and received approval for a \$1 Million grant to help fund the construction of a building for Sabre Defence.

Since that time, Sabre Defence has not settled on a site for their expansion project. Consequently, their decision to expand to Oklahoma is currently on hold.

#### **Project Southard**

This company is a gun and ammunitions manufacturer. However, only part of the product that this company manufactures is produced for and sold to the military. There is value to this company because they have a diversified customer base and are looking to expand their facilities from the state in which they currently reside. This company is planning to make a site visit in the near future.

#### **Project Occam**

The MEDS responded to an RFP from an energy technology company, looking to establish a new commercial chemical production facility. The company will produce and ship high-value, specialty products. The company did not specify the need for an available building, but did require a large energy demand and as such, asked whether or not either of our industrial parks were located within the New Markets Tax Credit area, an incentive zone that can give a 39% tax credit back to the company. Unfortunately, neither city industrial park is within this important boundary, which also happens to be the only incentive zone that McAlester has in place. This incentive zone is a federally administered zone and the MEDS is working to see how we can broaden the service boundary or amend the application process.

#### **Project Keystone**

Project Keystone is a wind turbine component manufacturer who is looking for a location for their initial US production facility. They are looking for an available 50,000sf building -which McAlester does not have in place.

When a company such as this is in expansion mode, they usually do not have time nor want to go to the expense of constructing a new building. Therefore, McAlester is at a serious disadvantage especially when our community competitors have available buildings on top of the access to the same state incentives that are available to McAlester.

#### **Project Montag**

This company, is a primary defense contractor. They are part of the supply chain to this region and we have partnered with the in developing a potential incentive package, as part of the proposal to relocate this manufacturer's entire operations here. They are considering McAlester because of their relationship with an existing company as well as the Army Ammunitions Plant.

## **Entrepreneurial Support**

Currently, The MEDS is not set up to assist local entrepreneurs or start up businesses. However, funding assistance (low interest rate loans) are available through our economic development partner in Durant, the "Rural Enterprises of Oklahoma, Inc. (REI)."

The MEDS is also planning to work with either or both KTC and EOSC to help create a business incubation program. However, a multitude of factors will influence whether or not we can accomplish this in the near future.

Our organization has been working with a local businessman who is a "licensee" for a patented building product (Thurablock) that has a high insulation rating and is LEED Certified. The MEDS organized a venture capital forum and invited local business leaders to attend. The businessman was not successful at raising the needed capital that evening (approximately \$6 million). However, if he can secure the necessary funding The McAlester Economic Development Service will then arrange a meeting with the appropriate Oklahoma Department of Commerce representative for possible grant opportunities and work with the Workforce Investment Board to get the skilled labor he will need.

## **Commercial Retail Development**

Although not a priority in years past, it is evident that McAlester needs and has a market to support more commercial retail development.

### **RESTAURANT DEVELOPMENT**

In March 2010, we gave the franchisee of a popular restaurant chain a tour of McAlester. This developer has many restaurants across the state and would like to build a family-style/sports bar restaurant in McAlester. After giving him a tour, I discovered that he would only consider locating along the commercial area along Highway 69. His major concerns are opening a restaurant in the midst of a major highway construction project. He also expressed reservations about the state highway department design and felt uncomfortable with the design plans for limited access. He is holding off until there is more certainty about the design and construction schedule and suggested we look at Muskogee and how they handled their highway design.

In May, another real estate broker from Tulsa visited with me about bringing a restaurant to McAlester. He has a client out of Dallas who is considering our community. Again, the locations with the most appeal to these restaurants, consist of the frontage property along Highway 69 and Comanche.

### **GROCERY STORE AND JUNIOR ANCHOR DEVELOPMENT**

In May, the MEDS gave a tour to two Oklahoma developers. One developer - from Tulsa, was interested in the possibility of bringing a new grocery store to McAlester. The other developer from Oklahoma City, expressed interest in developing a Junior Anchor development, which would be a development that included a multitude of stores and possibly restaurants upon a 250,000 to 300,000 square foot development.

Both developers requested demographic information and an inventory of available properties around the Wal-Mart and Lowe's area. Both developers had concerns about the existing access and how that existing access could be compromised by a limited access design plan by the

Oklahoma Department of Transportation. The MEDS will stay in touch with both and continue to promote McAlester for their developments.

## **Partnerships and Planning**

The MEDS President, Dr. Kenneth R. Miller and Treasurer Noble Miller volunteered their time and effort in PRIDE's April Clean-up. Both board members really enjoyed helping the City paint fire hydrants around town.

Another board member, Darryl Wright, worked extremely hard to organize several Oil & Gas Industry Representatives to volunteer and bring their heavy equipment to assist PRIDE in the clean up. Several eyesores around the city were cleaned up by Mr. Wright's crew. This work eliminated many code violations across the City and saved the city an estimated figure of \$17,000 in tax payer dollars through this involvement.

Our sincere thanks goes out to the following oil and gas industry companies for partnering with The McAlester Economic Development Service on this effort:

- Newfield Exploration
- National Oilwell
- Wilson Supply
- Dutton Construction
- Impact Services
- Barnett Construction

As Executive Director for The McAlester Economic Development Service, I also volunteered with PRIDE in helping to register and log participants. The MEDS actively supports PRIDE in McAlester as what they do affects economic development in McAlester.

Additionally, I have also joined the McAlester Main Street Program, with whom I am a member of their Economic Restructuring Committee. This committee is actively working on developing an inventory database of all buildings and available properties to showcase, promote, and market to potential business.

The MEDS has also been partnering with:

- McAAP
- MDSA
- Southeast Realtor's Association
- Eastern Oklahoma State College (EOSC) and Universities across Oklahoma
- Kiamichi Technical Center (KTC)

- Oklahoma Manufacturing Alliance (OMA)
- Kiamichi Economic Development District of Oklahoma (KEDDO)
- McAlester Public Schools
- Local Financial Institutions
- Southeast Expo Center
- The First National Bank Foundation
- The McAlester Foundation
- McAlester Chamber of Commerce

Other critical partnerships with governmental agencies include:

- Oklahoma Department of Commerce
- Oklahoma Southeast Organization
- Southeast Workforce Investment Board (Department of Labor)
- Federal and State Elected Officials



## **Issues Ahead**

### **Sales Tax Leakage**

McAlester is losing sales tax revenue to Tulsa and Muskogee. Because of limited shopping and entertainment establishments, McAlester area residents often leave McAlester and drive to other cities (i.e. Muskogee and Tulsa) to shop. This is a major issue for the City of McAlester since its funding is primarily dependent on sales tax revenue.

As we move forward with restaurant recruitment, one item frequently mentioned is our county liquor laws. Pittsburg County has a "Blue Law" which does not allow the sale of any alcohol beverage on Sunday (and most holidays) that is more than 3.2% by weight, or more than 4% by volume.

However, some counties – like neighboring McIntosh County – allow businesses to sell alcohol on Sundays above these limits. A competitive county, LeFlore County, repealed their "Blue Law" last year.

To a restaurant/bar, whose profits heavily rely or are attached to alcohol sales, one day out of the week can make or break the business' bottom line. This can weigh heavily on the decision making process on whether (or not) to locate their restaurant in a given location. Consequently, having a "Blue Law" can have a tremendous economic impact on a town. Other states have introduced legislation that allows businesses to retain the OPTION of selling above 3.2% weight/+4% by volume on Sundays and holidays.

### **Incentives**

McAlester must have all the basics in place before it can effectively compete and be successful in economic development.

Without pre-packaged incentives, such as Enterprise Zones, Opportunity Zones, better boundaries for the New Market Tax Credit, or other incentive opportunities, McAlester cannot economically compete with other cities and towns across Oklahoma and the nation. Helping the City to organize and create some of these incentives is a main goal of our organization.

### **Planning**

In order to be ready for growth, McAlester must lay the foundation for development. Investment in technology tools such as a geographic information system (GIS) will help a great deal in establishing a much needed basic for the community. To assist in creating this foundation, the MEDS is working on obtaining data and GIS maps through other sources such as private consultants and Pittsburg County.

Additionally, road and streetscape repair, code enforcement, housing improvements, cultural/arts & entertainment, recreational opportunities, as well as other comprehensive infrastructure and capital improvement project investments will help McAlester overcome some of its barriers to economic development. The MEDS is ready to assist in any way possible and leverage multiple public-private partnerships to help The City wherever possible.

### **Education**

Although KTC and EOSC's McAlester Campus offers educational opportunities and long distance learning, McAlester needs a 4 year college to produce an educated workforce which can attract higher paying jobs. Until the educational level of the area increases, it will be very difficult to convince a white collar company that we have the dedicated workforce to support their needs.

Other goals for the MEDS include:

- Working with the City to develop a speculative building, in which to locate potential businesses, with whom the organization makes contact,
- Studying the possibility of redevelopment or expansion for the McAlester Regional Airport and the existing 10,000 SF city owned building,
- Working to create more incentive economic development zones for McAlester,
- Working to create a "Business Incubation Partnership" with KTC and EOSC,
- Updating demographics and zoning where needed,
- Working in partnership to get McAlester a better "online" presence,
- Working in partnership to promote events that support tourism,
- Supporting and/or developing "green" projects around the City,
- Creating an inventory of developable land to provide to potential developers,
- Providing support to establish or develop a "Cultural Center" in McAlester,
- Attending and exhibiting at a few key trade shows in the next year including: The Shot Show, National Business Aircraft Association (with the OK Department of Commerce),
- Forming a "Defense Delegation Fly-in" to Washington DC to promote the McAAP.

## Financial Report

### Fiscal Year 2008-2009

*Original Contract Amount with City:* \$219,849

**Amended Contract Amount with City:** \$176,790

### **Financials for end of May 31, 2010**

City Contributions: \$ 167,371

Private Donations received: \$ 14,744

Interest Income: \$ 1,200

**Totals Revenues:** \$ 183,316

Current Bank Balance\*: \$ 38,280

*\* The current bank balance does not reflect outstanding payroll, payments or other expenses which are allotted and planned for through the month of June 2010.*

**Peter Stasiak**

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**From:** Shari Cooper [mcalestereconomicdevelopment@gmail.com]  
**Sent:** Monday, June 14, 2010 9:03 AM  
**To:** Kevin Priddle; Kevin Priddle; Peter Stasiak; Chris B. Fiedler; Steve or Patty Harrison; john browne; rkarr1981@yahoo.com; Buddy Garvin; louis.smitherman@yahoo.com  
**Cc:** drkennethrmiller@yahoo.com; Darryl Wright; Lee Anderson; noble.a.miller@gmail.com; jinman5338@allegiance.tv; g.r.fugitt@hotmail.com; johnt@triadtransport.com; Lott, Brian D CIV USA AMC; Lanham, Terry D; AmericInn of McAlester, OK; Tom Bledsoe  
**Subject:** Annual Report  
**Attachments:** McAlester Economic Development Service Annual Report 2009-10.pdf

Dear Mayor Priddle, McAlester City Council, and City Manager, Peter Stasiak:

It is my pleasure to submit to you the McAlester Economic Development Service, Inc. Annual Report for FY 2009-2010.

Thank you for affording our organization the opportunity to serve the City of McAlester. We hope you enjoy the attached report and look forward to working with you in the future.

Sincerely,

Shari Cooper  
Executive Director

6/14/2010



# McAlester City Council

## AGENDA REPORT

Meeting Date: June 22, 2010  
Department: City Manager  
Prepared By: Peter J. Stasiak  
Date Prepared: June 11, 2010

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

### Subject

Consider, and act upon, authorizing the Mayor to sign a Reimbursement Services Agreement with the American Family Life Assurance Company ("Aflac").

### Recommendation

Motion to approve the Mayor signing agreement with AFLAC for a Medical Care Expense Reimbursement ("URM") Plan and/or a Dependent Care Expense Reimbursement ("DDC") Plan for our Employees in conjunction with our Flexible Benefits Plan.

### Discussion

See attached agreement for details.

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	PJS	06/14/10
City Manager	PJS	06/15/10

**REIMBURSEMENT SERVICES AGREEMENT**

This Agreement, effective upon execution for the Plan Year as set forth herein, by and between CITY OF MCALESTER (the "Employer") and American Family Life Assurance Company ("Aflac")

**WITNESSETH:**

WHEREAS, the Employer has adopted a Medical Care Expense Reimbursement ("URM") Plan and/or a Dependent Care Expense Reimbursement ("DDC") Plan for its Employees in conjunction with its Flexible Benefits Plan (collectively referred to as the "Plan" and attached hereto) to be adopted and administered in accordance with Sections 105, 125, and 129 of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the Employer will serve as the Plan Administrator; and

WHEREAS, the Employer desires that Aflac, as its agent, furnish reimbursement services within a framework of policies, interpretations, rules, practices and procedures (the "reimbursement practices and procedures") made and established by the Employer in: (i) receiving and processing requests for benefits under the Plan ("Requests") and (ii) disbursing benefit payments from Employer funds (as provided for in Section II.A.) for eligible expenses under the flexible spending account provisions of the Plan; and

WHEREAS, the Employer is to pay all plan benefits owed or established under the Plan to its Participants, and Aflac is to provide the agreed upon services to the Plan without assuming any such liability;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed as follows:

**Section I. Enrollment and Determination of Eligibility****A. The Employer shall:**

- (1) be responsible for interpreting the Plan and its provisions, its terms, conditions and operation; and
- (2) notify Plan Participants of their ability to apply for reimbursement benefits and supply them with Request forms (to be provided by Aflac) and Request filing instructions; and
- (3) provide Aflac with the names, addresses, Social Security Numbers, and elected amounts of all Participants in the Plan (for annual enrollment, provide such information at least twenty (20) days prior to the effective date of Plan participation, unless the Plan participation effective date falls within the month of January and then at least thirty (30) days prior to such effective date; and
- (4) upon the occurrence of events that would change a Participant's status under the Plan (e.g. termination, Change in Status, Change in Cost or Coverage for DDC, etc.) immediately provide Aflac with updates (via telefax or other means of written communication acceptable to Aflac) which identify eligible Participants in each of the respective reimbursement Plans and/or the amount of reimbursement benefits for which they are eligible; and
- (5) immediately inform Aflac (via telefax or other means of written communication acceptable to Aflac) as to any new Participants in either of the reimbursement Plans, any Change in Status affecting a Participant's election, or any Qualified Beneficiary electing coverage under COBRA and the amount of such election (if COBRA applies to the Employer), or of any other change which will affect Aflac's responsibilities hereunder.

- B. In determining any person's right to benefits under the Plan, Aflac shall rely on the eligibility information furnished by the Employer, and any signed statements by Participants regarding the eligibility of their Requests under the respective Plan. It is mutually understood that the effective performance of this Agreement by Aflac will require that it be advised on a timely basis by the Employer during the continuance of this Agreement of the identity of individuals eligible for benefits under each of the respective reimbursement Plans. Information regarding a Participant's enrollment under either reimbursement Plan shall identify the effective date of enrollment and shall be provided to Aflac (via telefax or other means of written communication acceptable to Aflac) in accordance with the applicable timeframes set forth in Sections I.A.(3) through I.A.(5) above. Any delay shall result in a corresponding delay in Aflac's ability to make benefit determinations. Aflac shall not be responsible for delays in paying Requests where the Employer has failed to inform Aflac (in a form and with such information as may reasonably be required by Aflac) of a Participant's enrollment information in a timely manner. Similarly, information modifying a Participant's eligibility or status/election under either reimbursement Plan shall identify the effective date of eligibility and the termination date of eligibility and shall be provided to Aflac (via telefax or other means of written communication acceptable to Aflac) prior to the effective date of such modification in order to be considered by Aflac in making benefit determinations hereunder. Aflac shall not be responsible for Requests paid in error where the Employer has failed to inform Aflac (in a form and with such information as may reasonably be required by Aflac) of a Participant's eligibility or status change prior to the release of the benefit payment.

**Section II. Funding and Payment of Requests for the Plan Benefits****A. Funding of Requests.**

- (1) Daily Local Zero Balance Account [Tier 1 (Premier)]

Benefits under the employer's Plan will be paid from an Employer-owned and named account (the "Account") in a financial institution selected by the Employer and agreed upon by Aflac. The Account will include a zero balance feature



and benefits will be remitted from the Account without prior funds confirmation. Aflac shall not be responsible for any delay in remitting such funds for benefits to the extent that such delay is the result of Employer's delay in making sufficient funds available in the Account.

(2) Employer Obligations. The Employer shall:

- (i) make sufficient funds available from its general assets for amounts allocable to eligible reimbursement benefits under its Plan by depositing a "Maintenance Deposit" (in amounts specified by Aflac from time to time) in the Account. [Note: the Account should not be opened in the Plan's name]; and
- (ii) grant Aflac withdrawal authority over the Account sufficient to enable it to pay benefits under the Employer's Plans; and
- (iii) deposit additional funds (at the request of Aflac) in order to reestablish the Maintenance Deposit at the end of each request processing cycle (or such earlier time specified by Aflac); and
- (iv) upon request by Aflac, telefax copies of all deposit verification receipts, Account statements, and other correspondence from the financial institution; and
- (v) bear sole responsibility for any fees imposed with respect to the Account by the financial institution, including but not limited to: Account maintenance fees, insufficient funds fees, fees with respect to voided and stopped checks, etc.; and
- (vi) authorize Aflac to access the Account by authorizing Aflac to:
  - a) draw benefit checks directly on the Account; b) electronically transfer benefit payments from the Account; c) electronically access Account information, and d) execute the financial institution's standard Deposit/Account Agreement on the Employer's behalf (subject to the terms and conditions set forth herein and as Aflac may otherwise establish). Employer shall provide Aflac with the name, address and contact person at the financial institution associated with the Account, and provide timely notice to Aflac if such information changes.

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(vii) ensure that any filters, debit blocks, or similar financial restrictions on the Account are removed or modified in such a way as to ensure the successful remittance of eligible reimbursement benefits under the Employer's Plan to Plan Participants whether by check draft or electronic transfer (such as direct deposit or transfers related to the use of a health benefit card).

- (3) If, at any time, the amount of reimbursement benefits payable under the applicable Plan provisions exceeds the amount deposited by the Employer in the Account, the Employer shall transfer an amount necessary to the Account to fulfill its reimbursement obligations under the applicable Plan before any further reimbursement benefit payment is made. Aflac is under no obligation to advance funds on behalf of the Employer.
  - (4) Aflac will not be responsible for paying claims to the extent sufficient funds are not provided to Aflac within fourteen (14) days of the receipt of the request for such funds from Aflac. Furthermore, Aflac will immediately cease to provide services outlined within this Agreement until such time as an amount equal to the aggregate of all Requests payable under the Employer's Plan are received by Aflac from the Employer. The Employer agrees to indemnify Aflac for all amounts and expenses resulting from the Employer's failure to provide sufficient funds and shall hold Aflac, its officers and directors, harmless for any liability for which the Employer or the Plan may become liable.
- B. Aflac, as agent for the Employer, shall provide those services described in Appendix A and the Card Services Appendix (attached hereto).

Upon written request submitted to Aflac's Benefit Services/Flex One Department, Aflac may provide limited assistance with certain of the nondiscrimination tests. The terms and conditions (including applicable fees) under which such services are provided are set forth in Appendix B "Nondiscrimination Testing Services". In providing services, Aflac shall assume that ERISA and COBRA apply to the Employer's Plan unless the Employer gives Aflac written direction otherwise.

- C. Aflac shall not be obligated or responsible for any duty with regard to the administration of the Plan (imposed by the Plan or otherwise) except as specifically provided above or in the attached appendices. Without limiting Employer's responsibilities described therein, it shall be the Employer's sole responsibility (as Plan Administrator) and duty to: ensure compliance with COBRA; perform required nondiscrimination testing; amend the Plan as necessary to ensure ongoing compliance with applicable law; file any required tax or governmental returns (including Form 5500 returns to meet ERISA requirements) relating to the Plan; determine if and when a valid election change has occurred; handle Participant claim appeals; allow Aflac, by and through independent associates, a reasonable opportunity to discuss Aflac, URM, and DDC benefits; execute and retain required Plan and claims documentation; and take all other steps necessary to maintain and operate the Plan in compliance with applicable provisions of the Plan, ERISA, the Code and other applicable federal and state laws.
- D. In the event that Aflac overpays any person entitled to benefits under the Plan or pays benefits to any person who is not entitled to them, Aflac shall take all reasonable steps to recover the overpayment, except that Aflac shall not be required to initiate court proceedings to recover an overpayment. Aflac shall promptly notify the Employer if it is unsuccessful in

recovering any overpayment. Additionally, any overpayment occurring as a result of an ineligible Card Transaction will be handled in accordance with the provisions set forth in the Card Services Appendix (attached hereto).

- E. Aflac will optically scan and maintain electronic copies of manually processed URM Plan and/or DDC Plan reimbursement Requests and supporting documentation for a period of seven (7) years after the claim is processed. Copies of such URM and DDC claim documents can be reproduced upon written request at Aflac's currently prevailing rate. Any record attributable to Card Transactions will be made available by Aflac only to the extent made available to Aflac by any Card Processor or other Card service provider.

### **Section III. Liability and Indemnity**

- A. In performing its obligations under this Agreement, Aflac neither assumes nor underwrites any liability of the Employer under the Plan, but with respect to the Employer, acts only as provider of those services specifically described in Section II.B. of this Agreement and with respect to Plan Participants, acts only as the agent of the Employer. The services to be performed by Aflac shall be ministerial in nature and shall be performed within the framework of policies, interpretations, rules, practices, and procedures made or established by the Employer. Aflac shall have no discretionary authority or discretionary control over any assets of the Employer, the Plan, or Plan Participants.
- B. Aflac shall have no duty or obligation to defend any legal action or proceeding brought to recover a Request for Plan benefits. Aflac shall, however, make available to the Employer and its counsel, such evidence relevant to such action or proceeding as Aflac may have as a result of its processing of the contested benefit determination.
- C. Except as otherwise explicitly provided in this Agreement, the Employer shall retain the liability for all Plan benefit Requests and all expenses incident to the Plan and for any and all violations of the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), if applicable, and agrees to indemnify Aflac and hold it, its directors, officers, and employees, harmless from all amounts and expenses (including reasonable attorneys' fees and court costs) for which Aflac may become liable. This indemnity shall survive the termination of this Agreement.
- D. Aflac shall use ordinary and reasonable care in the performance of its duties, but shall not be liable to the Employer for mistakes of judgment or other actions taken in good faith unless such error results directly from an intentionally wrongful or grossly negligent act of Aflac, its officers or employees.
- E. Aflac shall have no duty or obligation with respect to Requests incurred prior to the Effective Date of this Agreement or pertaining to a plan year prior to the Initial Plan Year (hereafter "Prior Reimbursement Requests") and/or Plan Administrator (or other) services arising prior to the Effective Date of this Agreement or pertaining to a plan year prior to the Initial Plan Year (hereafter "Prior Administration"). The Employer specifically acknowledge(s) and agree(s) that: (i) Aflac has no responsibility or obligation with respect to Prior Reimbursement Requests and/or Prior Administration; (ii) the Employer will be responsible for processing Prior Reimbursement Requests (including any Run-Off Requests or grace period Requests submitted after the Effective Date of this Agreement) and maintaining legally required records of all Prior Reimbursement Requests and Prior Administration sufficient to comply with applicable legal (e.g., IRS substantiation) requirements and (iii) the Employer agrees to indemnify and hold Aflac harmless for any liability relating to Prior Reimbursement Requests and/or Prior Administration.
- F. Except as otherwise provided in the HIPAA Business Associate Agreement (Exhibit A), the Employer agrees that Aflac may communicate confidential, protected, privileged or otherwise sensitive information to Employer through the Named Contact (as designated on the applicable plan document request form or as subsequently updated by the Employer and maintained on file by Aflac) and specifically agrees to indemnify Aflac and hold it harmless: i) for any such communications directed to the Employer through the Named Contact attempted via telefax, mail, telephone, e-mail or any other media, acknowledging the possibility that such communications may be inadvertently misrouted or intercepted; and ii) from any claim for the improper use or disclosure of any health information by Aflac where such information is used or disclosed in a manner consistent with its duties and responsibilities under this Agreement.

### **Section IV. Reimbursement Request Processing Service Fee**

- A. The Employer shall pay Aflac a fee for services performed under this Agreement (the "Service Fee") and a one time fee to initiate the reimbursement arrangement under the URM and/or DDC (the "Set-Up Fee"). Service fees are based on a number of factors and are set forth on the Fee Schedule, attached hereto as Appendix C, which shall be part of and incorporated into this Agreement. The Set-Up Fee is set forth in Appendix C. The Service Fee amount shall be due by the tenth (10th) of each month (or portion thereof) for which this Agreement is in effect. The Service Fee and Set-Up Fee are in addition to and separate from the Employer's obligation to make available sufficient funds to satisfy its obligations under the Plan and to make benefit disbursement in accordance with Section II.A. above. The Employer is responsible for paying the Service Fee to Aflac. Except as otherwise agreed to by the parties, Aflac is not authorized to withdraw the Service Fee from the Account. Failure to pay any applicable monthly Service Fee by the next monthly Request processing cycle shall result in a cessation of Request processing services until such fees are received by Aflac. If Request processing services are pending for an entire monthly processing cycle, Aflac may terminate this Agreement in accordance with Section VI.
- B. Aflac may revise the Service Fee for services performed under this Agreement effective on each Anniversary Date (as defined in Section V) of this Agreement by giving the Employer written notice of the revised rate at least thirty (30) days prior to the applicable Anniversary Date.
- C. Notwithstanding any other agreement between the parties (and/or their agents), Aflac may revise the Service Fee set forth above at any time if revision is deemed necessary by Aflac by reason of: (i) modification or amendment of the Plan by the Employer; or (ii) a significant suspension, limitation, modification or revocation of benefits made available to Participants





under the reimbursement Plan or Flexible Benefit Plan. Aflac shall advise the Employer of the revised Service Fee at least thirty (30) days prior to its implementation. If the Employer does not terminate this Agreement (by written notification pursuant to Section VI.A.(3)) within thirty (30) days after the receipt of a notice of such revision, the Employer shall be deemed to have agreed to such revision for the remainder of the Term of the Agreement. Thereafter, the Service Fee on and after the implementation date shall be made on the basis of such revised Service Fee.

- D. Aflac may revise the Service Fee set forth above at any time if any change in law or regulations imposes on Aflac greater duties or obligations than contemplated by the Agreement in force at the time of such change.

#### Section V. Term of Agreement

The initial term of this Agreement shall commence on the later of the (i) Effective Date or (ii) the first day of the Plan Year and shall end on the last day of the Initial Plan Year (the "Initial Term"); thereafter, this Agreement will automatically renew for successive periods of twelve (12) months each a "Term" from the first day of the Initial Plan Year (the "Anniversary Date") unless, at least thirty (30) days prior to the end of the then current Term (the "Renewal Date"), the Employer or Aflac gives written notice to the other of its intention not to renew the Agreement. In the event of a short Plan Year (other than the first Initial Plan Year) this Agreement shall automatically renew for an additional twelve (12) months unless the Employer or Aflac gives written notice to the other of its intention not to renew the Agreement within thirty (30) days after the Employer notifies Aflac of the short Plan Year.

#### Section VI. Termination of Agreement

- A. This Agreement shall terminate upon the earliest of the following dates.

- (1) The end of a Term (including the Initial Term) of the Agreement following the delivery of written notice of termination pursuant to Section V.
- (2) At the option of Aflac, the date upon which the Employer fails to transfer sufficient funds to Aflac (upon request by Aflac): (i) to pay all valid Requests pending under the Plan (as provided in Section II.A.); or (ii) to pay the Service Fee (as provided in Section IV.A. and Appendix C). Aflac shall promptly communicate its election of this option to the Employer.
- (3) Upon the implementation date for a proposed Service Fee increase deemed to be unacceptable by the Employer (after delivery of written notice of termination by the Employer) pursuant to Section IV.C.
- (4) At the option of Aflac, upon suspension, limitation, modification or revocation of the benefits made available to Participants under the reimbursement Plan or the Flexible Benefit Plan (as determined by Aflac in its sole discretion), Aflac shall immediately communicate its election of this option to the Employer.
- (5) Any other date mutually agreeable to the Employer and Aflac.

- B. Upon termination of this Agreement, Aflac shall cease the processing of all Requests then in its possession, return any undistributed funds to the Employer, and make all records relating to Requests in process reasonably available to the Employer. If the termination occurs pursuant to VI.A.(1) (above), Aflac shall process all Run-Off Requests provided any Service Fee(s) is current. Thereafter, the Employer and/or Plan Administrator shall be responsible for all aspects of reimbursement Request processing and Plan administration.

#### Section VII. Miscellaneous

- (1) Notices. Any notice required to be given hereunder to Aflac shall be sufficient if in writing and delivered personally, or by telefax to a number specified by Aflac upon the Employer's request, or by prepaid first class mail to Aflac Benefit Services/Flex One (Attn: Service Contracts), 1932 Wynnton Road, Columbus, GA 31999-9950, or if to the Employer, at the address of the Employer denoted on the signature page attached hereto or as subsequently updated by Employer and maintained on file by Aflac.
- (2) Applicable Law. This Agreement shall be governed by, and shall be construed in accordance with the laws of the State of Nebraska, to the extent they are not preempted by ERISA, the Code, or any other federal law.
- (3) Legal and Tax Status. The Employer acknowledges that neither Aflac nor its agents is providing legal or tax advice, and that neither Aflac nor its agents serves as the Plan Administrator or a fiduciary under the Plan. The Employer shall be the sole party responsible for determining the legal and tax status of the Plan under applicable law. Aflac shall have no power or authority to waive, alter, breach, or modify any terms or conditions of the Plan.
- (4) Assignment. This Agreement may be assigned by Aflac to any other party, including any successor to the business of Aflac by merger, consolidation, purchase of assets, or otherwise, without the prior consent of the Employer. This Agreement shall be binding upon any corporation into which the Employer may be merged or with which it may be consolidated, or any corporation succeeding to all or substantially all of the business of the Employer.
- (5) Entire Contract. This Agreement constitutes the entire contract between the parties and no modification or amendment hereto shall be valid unless in writing and signed by an officer of the Employer and an Officer or duly authorized representative of Aflac.

- (6) Tax Reporting and Withholdings. The Employer has ultimate control over the payment of Plan benefits and shall be the sole party responsible for income and employment tax reporting and withholding obligations imposed as a result of the includability of such payments in the gross income of recipients. Aflac is a mere agent of the Employer for the processing of benefit Requests.
- (7) Confidential Information. The term "Confidential Information" as used in this Agreement means confidential or proprietary information of any party that is not generally known to the public, including, but not limited to compilations, lists of actual or potential customers or suppliers, hardware systems, software, or other documentation of any type, whether in printed or machine readable form, computer databases, forms and form letters, contracts, information regarding specific transactions, and marketing and business plans. For the purposes of this subsection, Confidential Information shall not include the personally identifiable information relating to any of Employer's employees.

The term "Trade Secrets" as used in this Agreement shall mean Confidential Information that: (1) derives economic value actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The terms "Confidential Information" and "Trade Secrets" do not include information that: (a) is known to the receiving party prior to its disclosure by the disclosing party, evidenced by the receiving party's written records; (b) is developed by the receiving party independently of any of the Confidential Information or Trade Secrets received in confidence from disclosing party, evidenced by the receiving party's written records; (c) is rightfully received by the receiving party from a third party without restriction and without breach of any obligation of confidentiality running to the disclosing party.

Each party agrees that it shall not disclose to others or use for any purpose other than performance of the Agreement any of the other party's Confidential Information or Trade Secrets any time during or after the term of this Agreement. Each party further agrees that it will disclose Confidential Information or Trade Secrets to its employees only as necessary for the performance of the Agreement, and only to employees with a need to know. Each party to this Agreement agrees that all Confidential Information and Trade Secrets are the property of the party disclosing it, and each agrees to promptly return to the disclosing party, upon demand, any Confidential Information or Trade Secrets furnished under this Agreement which is either received in or reduced to material form, and all copies thereof. The Employer agrees that Aflac may make lawful references to Employer in its marketing activities.

- (8) Individual Information. Each party acknowledges that performance of the Agreement may involve the use and disclosure of personal information relating to the Employer's employees (including but not limited to names, addresses, benefit elections, claims and health information). Aflac agrees that it will not use any such information disclosed to it by Employer except as authorized by the individual to whom the information relates or as otherwise permitted by applicable state or federal law or regulation. Employer agrees that it will not use any such information disclosed to it by Aflac except for the purpose for which it received the information and will not further disclose such information without the written authorization of the individual to whom the information relates. This provision is not intended to create any third party beneficiary rights (in favor of Employer's employees or any other party).
- (9) Capitalized Terms shall have the same meaning as in the Plan documents unless otherwise defined herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by an Officer of the Employer and an Officer or duly authorized Worldwide Headquarters Employee of Aflac to do so, effective as of the \_\_\_\_ day of \_\_\_\_\_, ("Effective Date") for the Plan Year beginning the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ (the "Initial Plan Year").

Dated at Aflac this \_\_\_\_ day of \_\_\_\_\_

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

Jason A. Goodroe  
Second Vice President  
Aflac Benefit Services/Flex One

Dated at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_

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

Street Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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**Appendix A**  
**Schedule of Services to Be Provided By Aflac**

In accordance with attached Reimbursement Services Agreement Aflac shall provide the following services for the Employer:

**General Plan Services:**

- provide the Employer with a sample cafeteria plan document, including a medical care expense reimbursement ("URM") Plan and a dependent care expense reimbursement ("DDC") Plan to be reviewed by the Employer and its legal counsel; and
- provide the Employer with a sample flexible benefits summary plan description for distribution to each Plan Participant and employees and where may be required by a Change in Status; and
- upon receiving instructions from the Employer on a Change in Status, Aflac will make the change requested by the Employer.

**Additional Services if DDC or URM Benefits Are Offered:**

- assist the Employer in explaining the URM and/or DDC features of the cafeteria plan to employees; and
- process the Employee-executed Salary Redirection Agreements as they relate to the URM and DDC components of the Employer's flexible spending account; and
- prepare an enrollment confirmation letter and send it to the Employer to verify URM and DDC elections; and
- provide each URM and/or DDC Participant with an Explanation of Benefits and account balance statement with each reimbursement Request, and, unless the annual election is exhausted, at the end of each quarter (based on Plan Year) if no reimbursement Requests are received; and
- provide the Employer with monthly written reports summarizing the previous period's URM and/or DDC and Account activities, and
- receive Requests for URM and/or DDC benefits, and expeditiously review such Requests in a non-discretionary manner under reimbursement guidelines established under the requirements of Section 125 of the Internal Revenue Code ("Code"), to determine what amount, if any, is due and payable with respect thereto; and
- disburse the benefit payments it determines to be due (provided the Employer transfers sufficient funds to Aflac or has sufficient funds in the Account), notify the Employer of the benefit determination in accordance with the provisions of the Plan and the following procedures:
  - valid reimbursement for URM and/or DDC benefits shall be paid by Aflac on the date funds are received from the Employer (with respect to such Requests) by mailing a check to the Participants at their addresses (unless otherwise requested by the Employer as allowed by the terms of the Plan) or by initiating a direct deposit transfer directly to the Participants in their respective bank accounts in the appropriate amount(s); and
  - if the amount of the (otherwise) reimbursable DDC Request exceeds the amount the Participant had withheld for DDC benefits, the excess shall be carried forward (within the same Plan Year) and treated as an Eligible Employment-Related Expense for that month; and
  - if the amount of URM Requests exceeds the amount the Participant has had withheld from URM benefits, the entire amount shall be processed to the extent of the Participant's annual election reduced by previous reimbursements made for expenses during the Plan Year (provided the Employer makes available sufficient funds for Aflac to satisfy the Request); and
  - Requests of less than \$15.00 may be carried forward and aggregated with future Requests until the reimbursable amount is greater than \$15.00, provided however, that the entire amount of the reimbursable Requests shall be paid after the close of the Plan Year (and any applicable grace period) without regard to the \$15.00 threshold; and
  - unless otherwise specified in writing by the Employer, Requests for URM benefits following a Change in Status impacting the URM election shall be processed using a "blended approach" (i.e., the maximum URM benefit for a period of coverage following a Change in Status will be limited to the lesser of: (a) the annual URM maximum set forth in the Plan document less any benefit payments made prior to the Change in Status; and (b) the sum of the Participant's URM account balance immediately before the Change in Status and any additional contributions made during the remaining period of coverage); and
  - notify claimants as to any Requests which are denied because of inadequate Request substantiation or improper Request



form submission, and give affected claimants the opportunity to resubmit their Requests; and

- provide to the claimant within thirty (30) days following receipt of a Request, written notification: (a) as to the disposition of the Request, or (b) of an anticipated delay beyond thirty (30) days, not to exceed 15 days from the end of the 30-day period, with respect to the disposition of the Request together with an explanation of the delay; and
- Claim Appeals. Although Aflac will process Requests in a non-discretionary manner under reimbursement guidelines established under the requirements of Section 125 of the Code, and will further conduct Request review and appeal procedures in a non-discretionary manner, the Employer shall have the ultimate right and responsibility to review contested Request appeals. Any departure specifically requested by the Employer in writing will be implemented by Aflac, but if Aflac objects to the departure as inconsistent with the requirements of the Code and Aflac standard guidelines, implementation will be at the expense and risk of the Employer.
- Except as otherwise provided in Section III.E, Aflac will perform grace period administrative services with regards to Requests for URM and/or DDC benefits in accordance with the following terms. The grace period has been extended for:
  - ☒ [ X ] Medical Care Reimbursement Plan (URM) and/or
  - ☒ [ X ] Dependent Care Reimbursement Plan (DDC)
- The grace period applies to the URM and/or DDC Plan (as noted above)
- The grace period will begin on the first day of the Plan Year following the Plan Year to which it relates and will end exactly two (2) months from the Plan Year end date (to the day) and fifteen (15) days later. For example, if the Plan Year ends December 31st, the grace period begins January 1st and ends March 15th; similarly, if the Plan Year ends June 30th, the grace period begins July 1st, and ends September 14th
- Requests for URM and/or DDC benefits related to expenses incurred during the grace period (as noted above) and approved for reimbursement will be paid first from available amounts that were remaining at the end of the Plan Year to which the grace period relates and then from any amounts that are available to reimburse expenses incurred during the current Plan Year
- Eligible Requests will be paid in the order in which they are received. Previous Requests will not be reprocessed or recharacterized so as to change the order in which they were received.
- Requests for URM and/or DDC benefits related to expenses incurred during the grace period (as noted above) must be submitted before the end of the Run-off Period. This is the same Run-off Period for expenses incurred during the Plan Year to which the grace period relates.
- The Employer will not amend/change the Plan's Run-off Period without first notifying Aflac at least one (1) month prior to the end of the existing Run-off Period. In accordance with Section IV.C., an amendment to the Plan's existing Run-off Period may result in additional service fees. Aflac will continue to assume that the Plan's current Run-off Period still applies unless notified otherwise prior to the end of the Run-off Period. If the Plan's current Run-off Period does not extend past the grace period, Aflac will assume that there is no Run-off Period for grace period expenses. Failure to timely notify Aflac of any changes in the Run-off Period may result in an increase in the service fees as set forth in Section IV and Appendix C of this Agreement.
- Any amounts that are not used to reimburse eligible expenses incurred either during the Plan Year to which the grace period (as noted above) relates or during the grace period will be forfeited by the Participant to the Plan if not submitted for reimbursement before the end of the applicable Plan Year's Run-off Period.

**Appendix B**  
**Nondiscrimination Testing Services**  
**[Provided Upon Annual Request]**

**Nondiscrimination Testing:**

The Employer, upon submission of an annual Employee Census Data Sheet, authorizes Aflac to compile nondiscrimination testing percentages based upon the employee census data provided. As consideration for this service, the Plan Sponsor/Administrator agrees to release and hold Aflac, its subsidiaries, affiliates, officers, directors, owners, shareholders, attorneys, successors and assigns harmless from any liability arising as a result of the provision of, or reliance upon such testing percentages. In addition, the Employer understands and agrees that:

- Aflac is not in the business of providing legal or tax advice, and the Employer, as the plan sponsor/administrator, will not construe the testing percentages provided by Aflac to be legal or tax advice. Accordingly, the Employer will seek the advice of its own tax or legal advisor to interpret and verify the testing percentages provided, and ensure compliance with applicable nondiscrimination requirements.
- The Employer bears sole responsibility for nondiscrimination testing and the continued qualified status of its cafeteria plan under all applicable provisions of the Internal Revenue Code.
- The testing percentages provided by Aflac are merely an indicator of compliance with three of the applicable nondiscrimination tests - the Cafeteria Plan 25% Key Employee Concentration Test, the Dependent Care 5% Shareholder Test, and the Dependent Care 55% Average Benefits Test. The Employer must also ensure compliance with the Eligibility Test and Contributions and Benefits Test applicable to the Cafeteria Plan, the URM, and the DDC Plan, as well as other tests that may apply to the benefits offered through the Cafeteria Plan. To ensure compliance with applicable provisions of the Internal Revenue Code, additional nondiscrimination testing and result verification must be undertaken by the Employer with the assistance of its tax or legal counsel.
- Discrimination testing should be conducted at least 180 days prior to the end of the Plan Year to which the data relates to ensure adequate time to make any required corrections. Testing should also be performed as of the last day of the Plan Year. Aflac will assist with discrimination testing no less frequently than once per year and no more frequently than once every thirty (30) days.



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### Appendix C Fee Schedule

In accordance with the attached Reimbursement Services Agreement, the services provided pursuant to this Agreement are subject to the Service Fee and Set-Up Fee described in the Fee Schedule. To the extent this Appendix conflicts with the Agreement, the Agreement shall control.

#### 1. Service Fee.

##### A. The Service Fee shall be based on:

- (1) The Employee Count (defined below) and
- (2) The number of Participants per Plan benefit (DDC or URM) per month for the reimbursement Plans (URM and/or DDC) for which services are rendered (subject to a per Participant maximum).

##### B. Employee Count.

- (1) The number of eligible employees (the "Employee Count") is the factor that determines the Employer's monthly fee rate per Participant in the Plan (the "Fee Rate") under this Agreement. For purposes of this Appendix C, the term "eligible employees" includes all the Employer's employees who may participate in the benefits offered under the Employer's Flexible Benefit Plan (including URM or DDC Plan benefits).
- (2) The Employee Count on record for the Employer for the Initial Term of this Agreement is 225. By executing this Agreement, the Employer certifies that the Employee Count listed above either (i) reflects the actual number of Employer's eligible employees, or (ii) falls within the same Employee Count range (see the Rate Table in Section 2 for the ranges) in which the actual number of Employer's eligible employees falls. If no Employee Count is on record for the Employer, Aflac will assume the Employer's Employee Count falls within the range of 1-50. Upon each Renewal Date of this Agreement, the Employer agrees to verify and update the Employee Count accordingly. Failure to do so will result in Aflac assuming the Employee Count range of 1-50 applies and will use the applicable Fee Rate to calculate the monthly Service Fee for the renewal Plan year. Aflac will adjust the assessed Fee Rate for changes in the Employee Count only upon each subsequent Plan year for which this Agreement is renewed, unless otherwise mutually agreed upon by both Aflac and the Employer.

##### C. The calculation of the Service Fee will be subject to a per Participant maximum as well as a total monthly minimum.

##### D. The Service Fee is calculated as follows: Using the Rate Table below, multiply the Employer's applicable monthly Fee Rate per Participant by the number of Participants for a given month. The calculation above shall be the Service Fee for the month unless the Minimum Monthly Fee applicable to the Employer's Employee Count is greater, in which case the Minimum Monthly Fee amount shall apply.

##### E. Set-Up Fee. The Set-Up Fee shall be as set forth in the Rate Table below that corresponds to the Employer's Employee Count.

#### 2. Rate Table

Tier 1 - Aflac Now Card® with Daily Local Zero Balance Funding Option Fee Schedule			
Employee Count	Account Establishment/ Set-Up Fee	Monthly Fee Rate Per Participant	Minimum Monthly Fee
1 to 50	\$300	\$7.00/\$7.00 max.	\$50
51 to 200	\$350	\$6.00/\$6.00 max.	\$50
201 to 300	\$400	\$5.00/\$5.00 max.	\$50
301 or more	\$450	\$4.00/\$4.00 max.	\$50



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**Aflac Reimbursement Services Agreement  
Card Services Appendix**

CITY OF MCALESTER (the "Employer") has established a Medical Care Reimbursement Plan (the "URM Plan") to allow participants to be reimbursed for eligible URM medical expenses. Aflac has the capability, in conjunction with its card provider, to provide a prepaid debit card service that is designed to process certain transactions electronically in the Employer's URM Plan by allowing participating employees to use an electronic payment card (the "Card") to purchase certain health care services and products from hospitals, physicians, health care professionals, and other eligible health care providers and merchants, as designated under the Employer's URM Plan.

Employer has asked Aflac to assist it with its administrative obligations related to processing claims via electronic payment card under the URM Plan. Assistance will only be provided with respect to a URM Plan for which Aflac has provided the sample plan documentation or, if Aflac's sample plan documentation is not utilized, then only such URM plan identified by the Employer and agreed to by Aflac pursuant to separate written notice.

This Aflac Reimbursement Services Agreement Card Services Appendix (the "Card Services Appendix") is incorporated into and made a part of the Aflac Reimbursement Services Agreement (the "Agreement"). The effective date of this Card Services Appendix is the effective date of the Agreement or if later, the date indicated in this Card Services Appendix. The responsibilities of the parties set forth in this Card Services Appendix are in addition to any responsibilities set forth in the Agreement. If there is a conflict between this Card Services Appendix and the Agreement, the Agreement controls.

In consideration for the mutual promises set forth below, the Employer and Aflac agree as follows:

**I. Standard Services**

Aflac will provide services as outlined below in Sections 1, 2, 3 and 4.

**Standard Fee**

The Employer shall pay Aflac the Service Fee set forth in the Fee Schedule (attached hereto as Appendix C).

**Card Services Effective Date**

As stated above, the effective date of this Card Services Appendix is the effective date of the Agreement or if later, the date indicated directly below.

Card Services Effective Date: \_\_\_\_ / \_\_\_\_ / 20\_\_\_\_

In consideration for the services provided by Aflac in accordance with this Card Services Appendix, Employer agrees to pay to Aflac the applicable fees set forth above. The Employer will make sufficient funds available to pay the fees in accordance with the method set forth in the Agreement.

**Section 1. Definitions**

- A. Card Transaction means when the Card is presented for payment of Eligible Medical Expenses.
- B. Eligible Medical Expenses shall be defined in the URM Plan.
- C. Benefit Plan Participants or Participants means employees and their dependents that are participating in the URM Plan.
- D. Health Flexible Spending Account (or "Health FSA") means a health flexible spending account, as provided through the URM Plan.
- E. Employee means those employees eligible to participate in the URM Plan.
- F. Account is the Employer-owned bank account from which reimbursements are made.
- G. Card or Cards means the electronic payment card provided by Aflac or by the card processor.

**Section 2. Aflac Responsibilities**

- A. Unless otherwise specified above, Aflac does not currently charge additional service fees to Participant Health FSAs for its card-related services. Notwithstanding any provision in the Agreement or this Card Services Appendix, Aflac reserves the right to begin charging fees to Participant Health FSAs upon ninety (90) days notice.
- B. Aflac shall provide administrative services to Employer on behalf of Participants, including updating Participants' records, maintaining accurate Participant Health FSA balances, and Health FSA contribution information, activating and deactivating Participant Cards, responding to Participant inquiries and providing appropriate notices regarding Participant Health FSAs and actions taken in relation thereto.
- C. Aflac shall provide administrative services to Employer, including maintaining accurate Health FSA balance information, providing reports of URM Plan related Account activities and initiating draws (either directly or through its authorized agent)



against the Account designated by the Employer to fund reimbursement transactions and maintain Account balances at the agreed-upon levels.

- D. Aflac will provide call center support, subject to its standard hours of operation, for Participants to report lost or stolen Cards, and resolve all servicing issues related to the Card, except transaction or merchant disputes.
- E. Aflac will make available to the Employer, for distribution to the Participants, information concerning proper use of the Card.
- F. Aflac will use its best efforts to operate the Electronic Payment Card Program (the "Card Program") in accordance with IRS guidance applicable to debit card processing of Eligible Medical Expenses as set forth in Revenue Ruling 2003-43, IRS Notice 2006-69, and IRS Notice 2007-02, and any applicable IRS regulations or additional guidance published by the IRS (collectively "IRS Card Guidance"). Aflac will follow Employer direction with regard to administration of the Card Program, but Aflac shall not be responsible for any adverse consequences attributable to the direction of the Employer or that may arise as a result of the card processor's standard procedures. If either Employer or Aflac has concerns that the card processor is not operating in accordance with IRS Card Guidance, either party may terminate this Card Services Appendix without penalty upon thirty (30) days written notice.

### **Section 3. Employer Responsibilities**

- A. Employer acknowledges that Card services are not generally available to certain persons, including, but not limited to, those ineligible to participate in Employer's URM Plan, non-employees, terminated employees, persons participating through COBRA, and certain employees on leave from employment and on disability (collectively, "Ineligible Persons"). Employer agrees to notify Aflac (as specified in the Agreement) if a Participant becomes an Ineligible Person.
- B. Employer agrees to sufficiently fund the Account, in advance, in an amount to be specified by Aflac from time to time) in a checking account in the Employer's name at a financial institution mutually agreeable to Employer and Aflac (the "Maintenance Deposit") to ensure adequate funding for the payment of Card Transactions as they occur. The Maintenance Deposit may be increased depending on the timing and level of Card Transactions.
- C. The Employer shall deposit additional funds in the Account (at the request of Aflac) in order to reestablish the Maintenance Deposit at the end of each claim processing cycle.
- D. Each day that Card Transactions are paid from the Account, Employer authorizes Aflac to initiate a draw (either directly or through its authorized agent) from a designated Employer account to restore the Account to the Maintenance Deposit level.
- E. Employer will provide a mechanism to deduct any ineligible Card Transactions through payroll deduction that have not been offset against other valid Eligible Medical Expenses or repaid to the Account by the Participant through check or money order, or if this is prohibited by law, to alternatively agree to accept the loss as part of the risk of the URM Plan.
- F. Employer agrees to notify Aflac of Employee termination in a timely manner.
- G. Employer agrees that the cost of all Card Transaction and claims arising under the URM Plan shall be paid by the Employer's contributions to the Account. The liability for payment of claims falls on the Employer or the Plan Participant, and not on Aflac. Any additional costs, including administrative costs and banking costs, shall be paid by the Employer or Plan Participant. In no event shall Aflac be responsible for any such costs or charges. If, at any time, the amount of reimbursement benefits payable under the applicable Benefit Plan provisions exceeds the amount deposited by the Employer in the Account, the Employer shall transfer an amount necessary to the Account to fulfill its reimbursement obligations under the applicable Plan before any further reimbursement benefit payment is made. Aflac is under no obligation to advance funds on behalf of the Employer.
- H. Employer agrees to notify Aflac immediately upon suspicion of inappropriate or fraudulent Card use. Plan Participants must comply with the terms outlined within their Cardholder Agreement relating to inappropriate or fraudulent Card use.
- I. Employer acknowledges that Card usage for the URM Plan is subject to the IRS Card Guidance, which may include, without limitation, restrictions on the amount a Participant may charge, which merchants may accept the Card, and the type of expense that may be charged and other legal requirements. Employer acknowledges that, despite such usage restrictions imposed by the IRS, the Card may cause payments to be issued for expenses that do not represent eligible URM Plan expenses. Employer agrees Aflac may not be held responsible for Employer losses or any tax consequences due to payments for ineligible expenses. Employer acknowledges that state or other laws may govern whether and to what extent it may recoup ineligible payments by withholding such amounts from Employee pay.
- J. Employer acknowledges that Card Transactions will only be applied to the URM Plan's current plan year, unless otherwise formally communicated to the Employer, in writing by an officer of Aflac. In the absence of such an election, Employer agrees to communicate to Participants that Card Transactions will only apply to the URM Plan's current plan year and the Card should not be utilized by Participants to exhaust any remaining Health FSA benefits for the previous plan year during any applicable grace period. Employer will instruct Participants that grace period expenses must be submitted for consideration under the Plan utilizing the Request for Reimbursement form.
- K. Employer agrees that it may be liable for disputed Card payments if such disputes are subsequently resolved by VISA or MasterCard in favor of the merchant that provided the goods or services.

- L. Employer agrees to administer the URM Plan in accordance with the rules and regulations of the URM Plan and IRS Card Guidance.
- M. Employer agrees to provide to Aflac in a timely fashion all information for any reports or other documents required by law, including but not limited to the rules and regulations promulgated by the U.S. Department of Labor and the Internal Revenue Service. It is Employer's responsibility to ensure that it complies with all applicable tax and other laws.

#### **Section 4. Administration**

Aflac will administer the Card as follows:

- A. Aflac or the Card service provider chosen by Aflac will provide a Card to each Participant in the URM Plan.
- B. Aflac will provide each participant with reimbursement forms and instructions for filing requests for benefits under the URM Plan ("URM Requests"); and
- C. Aflac will provide each Participant with written monthly reports summarizing the previous period's URM Plan Card activities; and receive electronic and/or paper URM Requests, and expeditiously review such URM Requests to determine what amount, if any, is due and payable with respect thereto; and
- D. Aflac will disburse the benefit payments it determines to be due (provided the Employer has sufficient funds in the Account) in accordance with the provisions of the URM and the following procedure(s):
  - (1) Valid reimbursement for Health FSA benefits shall be paid by authorizing a valid Card Transaction at point of sale, or by mailing a check to the Participants at their address (unless requested by the Employer as allowed by the terms of the Plan) or by initiating a direct deposit transfer directly to the Participants in their respective bank accounts in the appropriate amount(s); and
  - (2) Card Transactions that have been authorized, but subsequently found to be ineligible shall be offset with valid paper URM Requests; or
  - (3) Card Transactions deemed ineligible shall be reimbursed by the Employee or deducted by the Employer via payroll system, or included in the Employee's tax income by the Employer; and
  - (4) Card Transactions will only be applied to the URM Plan's current plan year, unless elected by Aflac and formally communicated to the Employer, in writing by an officer of Aflac. Aflac reserves the right to apply Card Transactions to the grace period of a previous plan year of the URM Plan.
- E. Aflac agrees to reasonably ensure compliance with proper use of the Card and take whatever action is necessary to investigate and resolve errors in Card Transactions.
- F. The Card will be deactivated upon notice from the Employer that the Participant is no longer employed by the Employer or has ceased to satisfy the eligibility requirements of the URM Plan. Where Employer instructs Aflac to terminate eligibility, Aflac agrees to deactivate, as soon as practicable, but in no event more than three (3) business days of its actual receipt of a complete notice thereof, the Card of any Ineligible Person. If Aflac has deactivated the Card pursuant to the preceding sentence, Employer agrees that Aflac or the Card Service Provider may not be held responsible for all such ineligible expenses. Employer will use its best efforts to retrieve the Card from any Ineligible Person. Aflac may deactivate at its option and without prior notice to Employer or Participant, any Card for fraudulent activity or as outlined in the Cardholder Agreement. Aflac reserves the right to deactivate the Card any other time that it deems appropriate.
- G. Participants must agree to use the Card in accordance with the terms of the Cardholder Agreement that accompanies the Card. Aflac or the Card services provider will deactivate the portion of the Card that corresponds with the applicable URM Plan if the Participant fails to use the Card in accordance with the Cardholder Agreement.
- H. The Card may be used by Participants to pay for Eligible Medical Expenses with merchants who have a category code associated with medical services (to the extent applicable) or at merchants who have implemented an inventory information approval system (IIAS) as described in IRS Card Guidance. Aflac reserves the right to allow the Card to be used at merchants who do not have an appropriate category code provided such transactions are permissible under the IRS Card Guidance. Aflac will use its best efforts to ensure that the Card complies with IRS requirements; however, Aflac shall not be responsible for Card systems procedures established by the Card processor or directed by the Employer.
- I. Aflac will require substantiation of expenses paid with the Card in accordance with IRS Card Guidance. Aflac will notify claimants in writing as to any electronic or paper URM Requests that are denied or deemed ineligible for reimbursement because of inadequate claim substantiation, improper claim form submission, or medical expense not meeting URM Plan requirements. The Card will be deactivated if the Participant fails to provide the requested substantiation. Aflac will make reasonable attempts to collect repayment of benefits paid through the Card for ineligible expenses or offset the ineligible payment against any URM Requests for future eligible expenses (made during the plan year where required). No more than two (2) requests for repayment will be made. If repayment or offset is not made, Employer will be informed and will be responsible for taking any necessary action required by law. Employer agrees to recover the funds from the Participant (as required by IRS Card Guidance and permissible under state or other laws) and send notice of the recovered funds to Aflac for credit to the Participant's Account.



- J. Aflac or the Card service provider will incur no liability for ineligible Card payments. It is the Employer's responsibility to ensure that it complies with all applicable tax and other laws.
- K. All Cards will be deactivated on the date this Agreement is terminated. Aflac has the right to deactivate all Cards in the event the Employer fails to fund the Account as provided in Section 3 above. Aflac may also elect to terminate the Agreement as of such date
- L. If a Card has been deactivated (other than for failure to properly fund), neither Aflac nor the Card service provider will reactivate the Card, until Aflac has reasonably determined that the reason for the deactivation has been resolved or promoted by written instructions from the Employer.

#### **Section 5. Transfer of Data**

Aflac will establish a standard procedure for exchanging information. Employer will furnish the information determined to be necessary to satisfy its responsibilities under this Card Service Appendix in a format, method, and time mutually agreed upon by the parties. Aflac may exchange eligibility and adjudication data with the pharmacy benefits manager. Also, Aflac may interface with the Card processor on all Card activity and post data to system file.

#### **Section 6. Optional Services**

<p style="text-align: center;"><b><u>II. Optional Services</u></b></p> <p>These are provided only upon written request of the Employer.</p>	<p style="text-align: center;"><b><u>Optional Fees</u></b></p>
[Reserved]	[Reserved]

**Exhibit A****HIPAA  
BUSINESS ASSOCIATE AGREEMENT**

**THIS APPENDIX**, effective upon the execution of the Reimbursement Services Agreement attached hereto, by and between American Family Life Assurance Company of Columbus (Aflac) and the CITY OF MCALESTER MEDICAL CARE REIMBURSEMENT PLAN (the "URM Plan") is adopted by the CITY OF MCALESTER (the "Employer") on behalf of the URM Plan and is incorporated into and made a part of the Reimbursement Services Agreement ("Agreement") between Aflac and the Employer. This Exhibit A is intended to comply with the business associate agreement provisions set forth in 45 CFR §§ 164.314 and 164.504(e), and any other applicable provisions of 45 CFR parts 160 and 164, issued pursuant to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 as amended, including by the Health Information Technology for Economic & Clinical Health Act of the American Recovery and Reinvestment Act of 2009 ("ARRA"), (collectively "HIPAA").

Aflac recognizes that in the performance of services for the URM Plan under the Agreement it will have access to, create, and/or receive from the URM Plan or on its behalf Protected Health Information ("PHI"). For purposes herein, PHI shall have the meaning given to such term in 45 CFR § 164.103, limited to the information created or received from the URM Plan or on its behalf by Aflac. Whenever used in this Exhibit A other capitalized terms shall have the respective meaning set forth below, unless a different meaning shall be clearly required by the context. In addition, other capitalized terms used in this Exhibit A but not defined herein, shall have the same meaning as those terms are defined under HIPAA.

**SECTION 1. AFLAC RESPONSIBILITIES**

- 1.1 Aflac may use or disclose PHI, provided that such use or disclosure of PHI would not violate HIPAA, as follows: (a) as permitted or required in this Exhibit A and in the Agreement; (b) as Required by Law in accordance with 45 CFR § 164.512; (c) for the proper management and administration of Aflac; (d) to fulfill any present or future legal responsibilities; (e) for Data Aggregation services to the URM Plan (as defined in 45 CFR § 164.501); or (f) any use and disclosure of PHI that has been de-identified within the meaning of 45 CFR § 164.514.
- 1.2 Aflac agrees to implement commercially reasonable and appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Exhibit A.
- 1.3 Aflac agrees to implement commercially reasonable administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the URM Plan.
- 1.4 Aflac agrees to report to the URM Plan any successful Security Incident that is material or any use or disclosure of PHI of which it becomes aware that is not provided for by this Exhibit A or in the Agreement.
- 1.5 Aflac agrees to ensure that any agent, including a subcontractor, to whom it provides PHI agrees to similar restrictions and conditions that apply through this Exhibit A to Aflac with respect to such information.
- 1.6 At the request of the URM Plan, and in a mutually agreeable time and manner, Aflac agrees to provide access to PHI it holds in a Designated Record Set (as defined in 45 CFR § 164.501), to the URM Plan, or as directed by the URM Plan, to an individual in order to meet the requirements under 45 CFR § 164.524. Aflac shall have the right to charge the individual a reasonable cost-based fee, as permitted by 45 CFR § 164.524. Aflac assumes no obligation to coordinate the provision of PHI maintained by other business associates of the URM Plan.
- 1.7 At the request of the URM Plan, and in a mutually agreeable time and manner, Aflac agrees to make any amendment(s) to PHI it holds in a Designated Record Set that the URM Plan directs or agrees to pursuant to 45 CFR § 164.526 at the request of the URM Plan or an individual.
- 1.8 At the request of the URM Plan, and in a mutually agreeable time and manner, Aflac agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Aflac on behalf of the URM Plan available to the Secretary (as defined in 45 CFR § 160.103), for purposes of the Secretary determining the URM Plan's compliance with the Privacy and Security Rules.
- 1.9 Aflac agrees to document such disclosures of PHI and information related to such disclosures as would be required for the URM Plan to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.
- 1.10 Aflac agrees to provide to URM Plan or an individual, in the time and manner designated by URM Plan, information collected in accordance with 1.09 to permit the URM Plan to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.
- 1.11 Except as provided for herein, or as required by law, upon termination of the Agreement, Aflac agrees to return to the URM Plan or destroy PHI and retain no copies in any form, if feasible. In the event that Aflac determines that returning or destroying the PHI is infeasible, Aflac agrees to extend the protections, limitations and restrictions of this Exhibit A to



such PHI and to limit any further uses and/or disclosures of such PHI retained to the purposes that make the return or destruction of the PHI infeasible, for as long as Aflac maintains such PHI. Both parties agree that this Section 1.11 shall survive the expiration or termination of the Agreement and remain in full force and effect thereafter for so long as Aflac or any of Aflac's employees, subcontractors, or agents remain in possession of any PHI, and shall expire thereafter.

## SECTION 2. PLAN AND EMPLOYER RESPONSIBILITIES

- 2.1 Employer acting as the Plan Sponsor agrees to comply with the administrative requirements set forth in 45 CFR §§ 164.530 and 164.504(f), including but not limited to amending the URM Plan to restrict uses and disclosures of PHI.
- 2.2 The Employer acknowledges and agrees that Aflac shall only disclose PHI in its possession to the Named Contact as designated (and through the modes specified) in Section III.F of the Agreement. The employees who are identified on the applicable plan document request form (and in the Plan documents) shall be the Designated Persons in accordance with 45 CFR § 164.504(f), and disclosures to such persons by Aflac are solely for purposes of carrying out plan administration functions that the Employer performs for the URM Plan.
- 2.3 Employer shall timely notify Aflac in writing of any changes to the names or positions of employees listed in subsection 2.2 as Designated Persons. Aflac shall have no duty to inquire whether the list of Designated Persons is accurate.
- 2.4 Employer acknowledges and agrees that under the HIPAA Privacy Rules Designated Persons may only request the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure. Aflac shall have no duty to ensure that the amount of PHI requested by the Designated Persons is the minimum amount necessary.
- 2.5 Aflac shall have no liability for uses or disclosures contemplated in the Agreement. Employer shall indemnify and hold harmless Aflac (and its employees) for any and all liability Aflac may incur as a result of any improper use or disclosure of PHI by the URM Plan, Employer or a Designated Person(s).
- 2.6 URM Plan shall not request Aflac to use or disclose PHI in any manner that would not be permissible under the Privacy and Security Rules if done by the URM Plan, except that Aflac may use or disclose PHI as provided in Section 1.1.
- 2.7 URM Plan shall provide URM Plan participants and beneficiaries with adequate notice of the uses and disclosures of PHI that may be made by the URM Plan, and of the individual's rights and the URM Plan's responsibilities with respect to PHI as required in 45 CFR § 164.520. The URM Plan further agrees to forward a copy of such notice to Aflac, as well as any changes to such notices.
- 2.8 URM Plan shall provide Aflac with any changes to, or revocation of, permission by a Participant or Beneficiary to use or disclose PHI, if such changes affect Aflac's permitted or required uses or disclosures.
- 2.9 URM Plan shall not agree to any special privacy restrictions requested by an Individual without Aflac's written approval, including those provided for 45 CFR § 164.522.
- 2.10 Notwithstanding any other provision of this Agreement, Aflac recognizes that the URM Plan may have other business associates and its sharing of PHI with such other business associates of the URM Plan will be reasonable and necessary to facilitate URM Plan administration. Aflac agrees to disclose PHI in its possession to such other entities as directed by the URM Plan, provided that such other business associates agree to comply with the Privacy and Security Rules with respect to the use and disclosure of such PHI. URM Plan shall be solely responsible for ensuring that it has entered into appropriate business associate agreements with its other business associates in accordance with 45 C.F.R. § 164.504(e).

## SECTION 3. MISCELLANEOUS

- 3.1 Both parties agree that nothing express or implied in this Exhibit A is intended to confer, nor shall anything herein confer, upon any person other than Aflac, the URM Plan, the Employer, and their respective successors, or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 3.2 This Exhibit A shall be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy and Security Rules, and any ambiguity in this Exhibit A shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy and Security Rules. Both parties agree that the provisions of this Exhibit A shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions of this Exhibit A.
- 3.3 Both parties acknowledge that future changes to the requirements of HIPAA, the Privacy and Security Rules, and other applicable laws relating to the security or confidentiality of PHI may require amendment of this Exhibit A. Upon the written request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Exhibit A. If either party disagrees with any such amendment, it shall so notify the other party in

writing within 30 days of notice. If the parties are unable to agree on an amendment within 30 days thereafter, then any of the parties may terminate the Agreement in accordance with the termination section of the Agreement.

- 3.4 Notwithstanding Section 3.3 above and without limiting the rights of the parties under the Agreement, upon written notice of the existence of an alleged material breach of the terms of this Exhibit A, the URM Plan shall afford Aflac an opportunity to cure said breach upon mutually agreeable terms. Failure to cure within 30 days shall be immediate grounds for termination of the Agreement.
- 3.5 Section 1.11 shall survive the termination or expiration of the Agreement for the reasons stated therein. The other provisions of this Exhibit A shall survive the termination of the Agreement and remain in full force and effect thereafter for so long as Aflac or any of its employees, agents or subcontractors remains in possession of PHI in accordance with Section 1.11 of this Exhibit A and shall expire thereafter.







# McAlester City Council

## AGENDA REPORT

Meeting Date: June 22, 2010  
Department: City Manager  
Prepared By: Peter J. Stasiak  
Date Prepared: June 11, 2010

Item Number: 3  
Account Code:  
Budgeted Amount:  
Exhibits: 4

### Subject

Consider, and act upon, authorizing the Mayor to sign Equipment Maintenance Agreements between the City of McAlester and BizTel Communications for the period of 07-01-2010 through 06-30-2011.

### Recommendation

Motion to approve the Mayor signing Equipment Maintenance Agreements between the City of McAlester and BizTel Communications ending on June 30, 2011.

### Discussion

See attached agreements for details.

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	PJS	06/14//10
City Manager	PJS	06/14/10



**BUSINESS TELEPHONE SYSTEMS**

**TELESys COMMUNICATIONS**

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New Systems • Repairs, Moves, and Additions to Existing Systems  
Call Accounting, Voice Mail, Automated Attendant, Message On Hold, Cabling

## **Additional Benefits Included in the Maintenance Agreement**

**Contract Dates - 7/1/2010 through 6/30/2011**

- BizTel maintains and repairs all inside wiring
- BizTel troubleshoots and repairs all phone related problems
- BizTel troubleshoots and maintains communications on all City Lift Stations
- BizTel acts as an Agent for City of McAlester with AT&T
  - 1) Placing repair orders
  - 2) Ordering new service
  - 3) Ordering disconnects
- BizTel provides consulting on all communications issues



## BUSINESS TELEPHONE SYSTEMS

### TELESYS COMMUNICATIONS

New Systems • Repairs, Moves, and Additions to Existing Systems  
Call Accounting, Voice Mail, Automated Attendant, Message On Hold, Cabling

### EQUIPMENT MAINTENANCE AGREEMENT

#### BizTel Communications

906 E Wyandotte  
McAlester, Ok. 74501  
918-429-0000

#### Customer

City of McAlester  
28 E. Washington  
McAlester, Ok. 74501

#### AGREEMENT SCHEDULE

##### **Non-System Service Contract Coverage**

City Hall – Main Fire Dept – Police Dept - 28 E. Washington  
Central Garage – 1212 N West St  
Stipe Center– 801 N 9<sup>th</sup> and 8 City Pools  
Softball Complex – 2500 Hwy 270  
Filter Plant and West Plant – 5200 Waterworks Rd  
Lake House – 3800 Waterworks Rd  
Bailing Building – North Main  
Cemetery Office and Shop – 1311 E. Washington  
Wastewater Plant – 1910 W. Hwy 31  
East Plant – 1315 E. Krebs  
Landfill – 2410 Mitchell Rd  
Police Garage and Sewer Maintenance – 2600 N Hereford Lane  
Street and Parks Shop – 1600 E. College  
South Fire Station – 1313 S. Strong  
North Fire Station – 2717 N Main  
Butch Mellor – 104 Airport Rd  
Firing Range – 4211 N Business 69

#### **Equipment Covered**

**Equipment outlined in attachment "A" and associated wiring.**

*Note – Items not covered include headsets, answering machines, fax machines, credit card machines, modems, battery backups, paging equipment, programming, software, or any device not connected directly to the telephone network.*

**Effective Date 7/1/2010 through 6/30/2011**

**Fixed Yearly Rate - \$ 3060.00**

#### BizTel Communications

By \_\_\_\_\_

Date \_\_\_\_\_

#### CUSTOMER

By \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Name and Title

# **Equipment Maintenance Agreement**

## **A. Coverage**

BizTel Communications, hereinafter known as BizTel, agrees to service and maintain the equipment specified in the agreement schedule in accordance with the following terms and conditions:

1. BizTel will furnish all necessary service, including parts, materials and labor, to maintain the equipment in good working condition and service will be performed in a workmanship like manner with replacement parts of good quality. Normal maintenance work will be performed during BizTel's normal working hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, except Holidays. Service response will normally be provided for malfunctions, which originate within the equipment within one (1) working day of the Customer's notification. Emergency service involving a total or substantial equipment outage (i.e., where the Customer's equipment is unable to place or receive calls) will normally be provided within three (3) hours of Customer's notifications.
2. This agreement covers failure of the equipment caused by normal wear and tear and does not cover other failures including but not limited to, Acts of God, alterations by any one other than BizTel including improper wiring installation or repair, theft, accident, misuse, abuse, fire, wind, flood or lightning. Further, maintenance does not include labor and material cost of additions to, relocation, rearrangements, or removal of equipment. All repair or services requested by the Customer that are outside the scope of this agreement will be furnished at BizTel's applicable rates for time and materials then in effect. Maintenance service will be rendered as provided above unless prevented by causes beyond BizTel's reasonable control. BizTel shall have, and Customer hereby grants, full and unrestricted access to the premises on which the equipment is located. BizTel is not responsible for any rigid conduit or raceway. Customer agrees to supply electrical facilities. Customer facilities shall be dry and free of dust and necessary elevator service, heat, light and sanitary facilities shall be provided by Customer.

## **B. Payment and Renewal**

The Customer agrees to pay BizTel the charge set forth on the Agreement Schedule, plus applicable taxes or finance charges. Payment will be due upon acceptance of this agreement and prior to the effective date for subsequent renewals. The term of this agreement is for one (1) year unless renewed. This Equipment Maintenance Agreement shall be automatically renewed from year to year thereafter, unless Customer shall advise BizTel in writing of its intention to cancel this Agreement prior to thirty (30) days before expiration of an annual term. When so renewed, any rate increase for maintenance service will be based on BizTel's prevailing rate for similar services to other Customers in the same city. If equipment is added to the system subsequent to that which is listed on the Equipment Schedule, a new charge will be computed to take into account the increased cost of servicing and maintaining the equipment added and such charge will be billed to the Customer as soon as such charges are applicable. BizTel may, at its option terminate this agreement by giving the Customer ten (10) days written notice if customer defaults in its payment to BizTel. Charges which are not paid when due shall be subject to a service charge of 1.5% per month or at the maximum rate permitted by law, whichever is lesser.

## **C. Miscellaneous**

1. In the performance of this agreement, BizTel shall be liable only for the expense of providing normal repair and maintenance service, but in no event be liable for special or consequential damages, for loss, damage directly or indirectly arising from Customer's inability to use the equipment whether separately or in combination with any other equipment, personal injury, or commercial loss. Further no liability will arise if performance of such service is prevented by declared government emergencies, civil disturbances, strikes or other causes beyond BizTel's control.
2. BizTel shall have the right to subcontract in whole or in part the maintenance work called for by this agreement. However, BizTel shall not be relieved of any liability under this agreement on account of a subcontract.
3. If other than BizTel's authorized representatives perform any repair, maintenance service, or supplemental installation while the equipment is under fixed rate provision of this agreement which in the opinion of BizTel increases the maintenance cost thereof, BizTel shall so notify customer and an equitable adjustment shall be made. If no agreement can be reached on the increased cost, BizTel at its option may terminate this agreement.
4. The provisions contained in the Equipment Maintenance Agreement constitute the entire agreement between BizTel and the Customer and any alteration or modifications hereto must be in writing, reference this agreement and be executed by both parties. This Agreement shall bind and benefit both parties hereto including their successors, designees and assigns.

**BizTel Communications**  
**Attachment "A"**  
**Non-System Service Contract Coverage**  
**City of McAlester      7-1-2010 through 6-30-2011**

**LOCATION**

City Hall – Main Fire Dept. – Police Dept  
10      Non-System Single Line Devices      Ports Covered – 10

**LOCATION**

Central Garage – 1212 N West St      Ports Covered – 8  
4      One-Line Unity Sets  
1      Two-Line Unity Set  
1      One-Line Desk Set  
1      One-Line After Market Telephone

**LOCATION**

Stipe Center – 801 N 9<sup>th</sup>      Ports Covered – 7  
1      One-Line Unity Set  
1      Two-Line M5312 Set  
1      Two-Line 8417 Set  
1      Two-Line Cordless Set

**LOCATION**

Pools (8 Total)      Ports Covered – 8  
8      One-Line After Market Telephones

**LOCATION**

Softball Complex – 2500 Hwy 270      Ports Covered - 2  
1      One-Line Cordless Set  
1      One-Line After Market Set

**LOCATION**

Filter Plant – West Plant – 5200 Waterworks Rd      Ports Covered – 6  
Lake House – 3800 Waterworks Rd      Ports Covered – 1  
2      Two-Line After Market Telephones  
3      One-Line After Market Telephones

**LOCATION**

Bailing Building – North Main      Ports Covered – 1  
1      One-Line After Market Telephone

**LOCATION**

Cemetery Office & Shop – 1311 E Washington      Ports Covered – 3  
3      One-Line Cordless Telephones

**BizTel Communications**  
**Attachment "A"**  
**Non-System Service Contract Coverage**  
**City of McAlester      7-1-2010 through 6-30-2011**

**LOCATION**

Wastewater Plant – 1910 W Hwy 31	Ports Covered – 3
East Plant – 1315 E Krebs	Ports Covered – 2
4      One-Line After Market Telephones	
1      One-Line cordless Set	

**LOCATION**

Landfill – 2410 Mitchell Rd	Ports Covered – 3
3      One-Line Unity Sets	

**LOCATION**

Police Garage – Sewer Maintenance – 2600 Hereford Ln	Ports Covered – 6
3      One-Line Unity Sets	
2      One-Line After Market Telephones	
1      One-Line Cordless Set	

**LOCATION**

Street and Parks Shop – 1600 E College	Ports Covered – 10
3      Two-Line After Market Telephones	
4      One-Line After Market Telephones	

**LOCATION**

South Fire Station – 1313 S. Strong	Ports Covered – 6
6      Two-Line Unity Sets	

**LOCATION**

North Fire Station – 2717 N Main	Ports Covered – 4
2      Two-Line 8417 Sets	

**LOCATION**

Butch Mellor – 104 Airport Rd	Ports Covered – 1
1      One-Line After Market Telephone	

**LOCATION**

Firing Range – 4211 N Business 69	Ports Covered – 1
1      One-Line After Market Telephone	

**LOCATION**

Fire Department – Loud Bells	Ports Covered – 3
3      Loud Bells	



## BUSINESS TELEPHONE SYSTEMS

### TELESYS COMMUNICATIONS

New Systems • Repairs, Moves, and Additions to Existing Systems  
Call Accounting, Voice Mail, Automated Attendant, Message On Hold, Cabling

### EQUIPMENT MAINTENANCE AGREEMENT

#### BizTel Communications

906 E Wyandotte  
McAlester, Ok. 74501  
918-429-0000

#### Customer

City of McAlester  
28 E. Washington  
McAlester, Ok. 74501

### AGREEMENT SCHEDULE

#### Equipment Location

Police Dept. – Detectives  
114 Airport Road  
McAlester, Ok. 74501

#### Equipment Covered

1 – Norstar MICS KSU, 1 – Norstar M7324 Keyset, 15 – Norstar T7316E Keysets

*Note – Items not covered include headsets, cordless phones, answering machines, fax machines, credit card machines, modems, battery backups, paging equipment, programming, software, or any device not connected directly to the telephone system.*

**Effective Date 7/1/2010 through 6/30/2011**

**Fixed Yearly Rate - \$ 936.00**

#### BizTel Communications

By \_\_\_\_\_

Date \_\_\_\_\_

#### CUSTOMER

By \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Name and Title

# **Equipment Maintenance Agreement**

## **A. Coverage**

BizTel Communications, hereinafter known as BizTel, agrees to service and maintain the equipment specified in the agreement schedule in accordance with the following terms and conditions:

1. BizTel will furnish all necessary service, including parts, materials and labor, to maintain the equipment in good working condition and service will be performed in a workmanship like manner with replacement parts of good quality. Normal maintenance work will be performed during BizTel's normal working hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, except Holidays. Service response will normally be provided for malfunctions, which originate within the equipment within one (1) working day of the Customer's notification. Emergency service involving a total or substantial equipment outage (i.e., where the Customer's equipment is unable to place or receive calls) will normally be provided within three (3) hours of Customer's notifications.
2. This agreement covers failure of the equipment caused by normal wear and tear and does not cover other failures including but not limited to, Acts of God, alterations by any one other than BizTel including improper wiring installation or repair, theft, accident, misuse, abuse, fire, wind, flood or lightning. Further, maintenance does not include labor and material cost of additions to, relocation, rearrangements, or removal of equipment. All repair or services requested by the Customer that are outside the scope of this agreement will be furnished at BizTel's applicable rates for time and materials then in effect. Maintenance service will be rendered as provided above unless prevented by causes beyond BizTel's reasonable control. BizTel shall have, and Customer hereby grants, full and unrestricted access to the premises on which the equipment is located. BizTel is not responsible for any rigid conduit or raceway. Customer agrees to supply electrical facilities. Customer facilities shall be dry and free of dust and necessary elevator service, heat, light and sanitary facilities shall be provided by Customer.

## **B. Payment and Renewal**

The Customer agrees to pay BizTel the charge set forth on the Agreement Schedule, plus applicable taxes or finance charges. Payment will be due upon acceptance of this agreement and prior to the effective date for subsequent renewals. The term of this agreement is for one (1) year unless renewed. This Equipment Maintenance Agreement shall be automatically renewed from year to year thereafter, unless Customer shall advise BizTel in writing of its intention to cancel this Agreement prior to thirty (30) days before expiration of an annual term. When so renewed, any rate increase for maintenance service will be based on BizTel's prevailing rate for similar services to other Customers in the same city. If equipment is added to the system subsequent to that which is listed on the Equipment Schedule, a new charge will be computed to take into account the increased cost of servicing and maintaining the equipment added and such charge will be billed to the Customer as soon as such charges are applicable. BizTel may, at its option terminate this agreement by giving the Customer ten (10) days written notice if customer defaults in its payment to BizTel. Charges which are not paid when due shall be subject to a service charge of 1.5% per month or at the maximum rate permitted by law, whichever is lesser.

## **C. Miscellaneous**

1. In the performance of this agreement, BizTel shall be liable only for the expense of providing normal repair and maintenance service, but in no event be liable for special or consequential damages, for loss, damage directly or indirectly arising from Customer's inability to use the equipment whether separately or in combination with any other equipment, personal injury, or commercial loss. Further no liability will arise if performance of such service is prevented by declared government emergencies, civil disturbances, strikes or other causes beyond BizTel's control.
2. BizTel shall have the right to subcontract in whole or in part the maintenance work called for by this agreement. However, BizTel shall not be relieved of any liability under this agreement on account of a subcontract.
3. If other than BizTel's authorized representatives perform any repair, maintenance service, or supplemental installation while the equipment is under fixed rate provision of this agreement which in the opinion of BizTel increases the maintenance cost thereof, BizTel shall so notify customer and an equitable adjustment shall be made. If no agreement can be reached on the increased cost, BizTel at its option may terminate this agreement.
4. The provisions contained in the Equipment Maintenance Agreement constitute the entire agreement between BizTel and the Customer and any alteration or modifications hereto must be in writing, reference this agreement and be executed by both parties. This Agreement shall bind and benefit both parties hereto including their successors, designees and assigns.





## BUSINESS TELEPHONE SYSTEMS

### TELESys COMMUNICATIONS

New Systems • Repairs, Moves, and Additions to Existing Systems  
Call Accounting, Voice Mail, Automated Attendant, Message On Hold, Cabling

### EQUIPMENT MAINTENANCE AGREEMENT

#### BizTel Communications

906 E Wyandotte  
McAlester, Ok. 74501  
918-429-0000

#### Customer

City of McAlester  
28 E. Washington  
McAlester, Ok. 74501

### AGREEMENT SCHEDULE

#### Equipment Location

McAlester EXPO Center  
4500 W Hwy 270  
McAlester, Ok. 74501

#### Equipment Covered

1 – Samsung Compact Telephone System and telephone sets equipped for 6 CO ports, 12 digital ports, 2 analog ports and 2 voice mail ports.

*Note – Items not covered include headsets, cordless phones, answering machines, fax machines, credit card machines, modems, battery backups, paging equipment, programming, software, or any device not connected directly to the telephone system.*

**Effective Date 7/1/2010 through 6/30/2011**

**Fixed Yearly Rate - \$ 1320.00**

#### BizTel Communications

By \_\_\_\_\_

Date \_\_\_\_\_

#### CUSTOMER

By \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Name and Title

## **Equipment Maintenance Agreement**

### **A. Coverage**

BizTel Communications, hereinafter known as BizTel, agrees to service and maintain the equipment specified in the agreement schedule in accordance with the following terms and conditions:

1. BizTel will furnish all necessary service, including parts, materials and labor, to maintain the equipment in good working condition and service will be performed in a workmanship like manner with replacement parts of good quality. Normal maintenance work will be performed during BizTel's normal working hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, except Holidays. Service response will normally be provided for malfunctions, which originate within the equipment within one (1) working day of the Customer's notification. Emergency service involving a total or substantial equipment outage (i.e., where the Customer's equipment is unable to place or receive calls) will normally be provided within three (3) hours of Customer's notifications.
2. This agreement covers failure of the equipment caused by normal wear and tear and does not cover other failures including but not limited to, Acts of God, alterations by any one other than BizTel including improper wiring installation or repair, theft, accident, misuse, abuse, fire, wind, flood or lightning. Further, maintenance does not include labor and material cost of additions to, relocation, rearrangements, or removal of equipment. All repair or services requested by the Customer that are outside the scope of this agreement will be furnished at BizTel's applicable rates for time and materials then in effect. Maintenance service will be rendered as provided above unless prevented by causes beyond BizTel's reasonable control. BizTel shall have, and Customer hereby grants, full and unrestricted access to the premises on which the equipment is located. BizTel is not responsible for any rigid conduit or raceway. Customer agrees to supply electrical facilities. Customer facilities shall be dry and free of dust and necessary elevator service, heat, light and sanitary facilities shall be provided by Customer.

### **B. Payment and Renewal**

The Customer agrees to pay BizTel the charge set forth on the Agreement Schedule, plus applicable taxes or finance charges. Payment will be due upon acceptance of this agreement and prior to the effective date for subsequent renewals. The term of this agreement is for one (1) year unless renewed. This Equipment Maintenance Agreement shall be automatically renewed from year to year thereafter, unless Customer shall advise BizTel in writing of its intention to cancel this Agreement prior to thirty (30) days before expiration of an annual term. When so renewed, any rate increase for maintenance service will be based on BizTel's prevailing rate for similar services to other Customers in the same city. If equipment is added to the system subsequent to that which is listed on the Equipment Schedule, a new charge will be computed to take into account the increased cost of servicing and maintaining the equipment added and such charge will be billed to the Customer as soon as such charges are applicable. BizTel may, at its option terminate this agreement by giving the Customer ten (10) days written notice if customer defaults in its payment to BizTel. Charges which are not paid when due shall be subject to a service charge of 1.5% per month or at the maximum rate permitted by law, whichever is lesser.

### **C. Miscellaneous**

1. In the performance of this agreement, BizTel shall be liable only for the expense of providing normal repair and maintenance service, but in no event be liable for special or consequential damages, for loss, damage directly or indirectly arising from Customer's inability to use the equipment whether separately or in combination with any other equipment, personal injury, or commercial loss. Further no liability will arise if performance of such service is prevented by declared government emergencies, civil disturbances, strikes or other causes beyond BizTel's control.
2. BizTel shall have the right to subcontract in whole or in part the maintenance work called for by this agreement. However, BizTel shall not be relieved of any liability under this agreement on account of a subcontract.
3. If other than BizTel's authorized representatives perform any repair, maintenance service, or supplemental installation while the equipment is under fixed rate provision of this agreement which in the opinion of BizTel increases the maintenance cost thereof, BizTel shall so notify customer and an equitable adjustment shall be made. If no agreement can be reached on the increased cost, BizTel at its option may terminate this agreement.
4. The provisions contained in the Equipment Maintenance Agreement constitute the entire agreement between BizTel and the Customer and any alteration or modifications hereto must be in writing, reference this agreement and be executed by both parties. This Agreement shall bind and benefit both parties hereto including their successors, designees and assigns.





BUSINESS TELEPHONE SYSTEMS

TELESys COMMUNICATIONS

(918) 429-0000

906 E. Wyandotte • McAlester, OK 74501

# Invoice

5/18/2010

3930

## Bill To

City of McAlester  
28 E. Washington  
McAlester, OK 74501

## Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due on receipt		5/18/2010			
Quantity	Item Code	Description			Price Each	Amount
1	Service Contract	Telephone / Communications Service Agreement - 7/1/2010 through 6/30/2011  McAlester EXPO Center			1,320.00	1,320.00
Thank You! We appreciate your business.					<b>Total</b>	\$1,320.00



BUSINESS TELEPHONE SYSTEMS

TELESys COMMUNICATIONS

(918) 429-0000

906 E. Wyandotte • McAlester, OK 74501

# Invoice

5/18/2010

3931

**Bill To**

City of McAlester  
28 E. Washington  
McAlester, OK 74501

**Ship To**

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due on receipt		5/18/2010			

Quantity	Item Code	Description	Price Each	Amount
1	Service Contract	Telephone / Communications Service Agreement - 7/1/2010 through 6/30/2011  Police Department - Detective Division	936.00	936.00

Thank You! We appreciate your business.

**Total**

\$936.00



# McAlester City Council

## AGENDA REPORT

Meeting Date: June 22, 2010  
Department: Police  
Prepared By: Jim Lyles  
Date Prepared: June 07, 2010

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

### Subject

Consider and act upon, an Inter-Agency Agreement between the City of McAlester and the City of Krebs for Police Dispatch services for fiscal year 2010-2011.

### Recommendation

Motion to approve the Inter-Agency Agreement to provide dispatch services to the City of Krebs for fiscal year 2010-2011.

### Discussion

The City of McAlester Police Department and the City of Krebs Police Department have a close working relationship. The City of Krebs has been paying the City of McAlester \$18,000 annually to provide dispatch services for the Krebs Police Department. Staff of the McAlester Police Department feel it is in the best interest of the citizens of McAlester and Krebs that the McAlester Police Department continue to dispatch calls for Krebs for an annual fee of \$18,000. This Inter-Agency Agreement is reviewed on a yearly basis.

### Approved By

	Initial	Date
Department Head	JL	June 07, 2010
City Manager	PJS <i>PJS</i>	06/15/10

## INTER-AGENCY AGREEMENT

This agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between The City of McAlester, first party, and The City of Krebs, second party.

Witnesseth:

1. Beginning July 1, 2010, the first party will perform police dispatch services for the Krebs Police Department through the McAlester Police Department for the second party for the sum of \$18,000.00 annually. The first party will provide police radio communications on McAlester police frequency for the second party on a 24 hour, 7 day week basis. The first party will also provide dispatch service to the second party via telephone from the citizens of Krebs requesting police service, and dispatch via radio to the second party police units. The first party will document all pertinent radio traffic regarding the second party on the McAlester Police Radio Log, and will document all Calls for Service Logs for the second party on Logs provided by the second party.
2. The second party will pay the first party for said services on a quarterly basis, due at the beginning of each quarter, or make one yearly payment during the first quarter of the budget year. Both the first and second party retains the right to discontinue this agreement by giving a 60 day written notice to the other party.
3. This agreement will be reviewed on a yearly basis by both parties and shall lapse as of June 30, 2011, unless mutually ratified prior to that date and in the event of ratification, it shall continue for the ensuing fiscal year on the same terms unless amended by mutual agreement.

City of Krebs,  
A Municipal Corporation

By: \_\_\_\_\_  
Bobby Watkins, Mayor

Attest:

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

City of McAlester,  
A Municipal Corporation

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

Attest:

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



# McAlester City Council

## AGENDA REPORT

Meeting Date: June 22, 2010  
Department: Finance  
Prepared By: Gayla Duke  
Date Prepared: June 15, 2010

Item Number: 5  
Account Code: \_\_\_\_\_  
Budgeted Amount: \_\_\_\_\_  
Exhibits: 2

### Subject

Consider, and act upon, an Ordinance amending Ordinance No. 2327 which established the budget for fiscal year 2009-2010; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency.

### Recommendation

Motion to approve the budget amendment ordinance.

### Discussion

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

(See attached List)

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	GDD	06/15/10
City Manager	PJS <i>PJS</i>	06/15/10



**ORDINANCE NO. \_\_**

**AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2327 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2009-2010; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.**

**WHEREAS**, the City Council heretofore adopted Ordinance No. 2327 setting forth the Budget for Fiscal Year 2009-2010 beginning July 1, 2009 and ending June 30, 2010; 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 2009-2010 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 2009-2010 Budget of the City of McAlester, Oklahoma, as heretofore adopted by Ordinance, as summarized in Exhibits A1 through A3, which are 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 2009-2010 Budget.

SECTION 2: All portions of the existing FY 2009-2010 Budget, Ordinance No. 2327 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 22<sup>nd</sup> day of June, 2010.**

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

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

**ATTEST:**

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

**Approved as to form and legality this 22<sup>nd</sup> day of June, 2010.**

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

**CITY OF MCALESTER**  
**FY 09-10 Budget Amendments**

BA#					Revenue	Expense
001	7/28/09	01	Gen. Fund	Various, court fees to CIP	4,500.00	4,500.00
004	8/11/09	01	Gen. Fund	Parks Donations	20,000.00	90,000.00
009	9/8/09	01	Gen. Fund	Elevator Contract	-	4,800.00
010	9/8/09	01	Gen. Fund	Fair Donations	5,000.00	5,000.00
015	9/22/09	01	Gen. Fund	Replace AC unit	-	36,851.00
016	10/13/09	01	Gen. Fund	Transfer funds for Fire Grant	-	- *
020	10/13/09	01	Gen. Fund	Street repairs - "A" Street	28,000.00	28,000.00
021	10/13/09	01	Gen. Fund	Street repairs - "D" Street	13,500.00	13,500.00
025	11/10/09	01	Gen. Fund	Tft to new fund - gifts/contributions	(20,000.00)	(127,957.00)
026	11/24/09	01	Gen. Fund	Tfr to Fund 32, Airport, from #30	21,826.00	55,283.00
034	12/21/09	01	Gen. Fund	Budget Reductions	-	(105,616.00)
035	12/21/09	01	Gen. Fund	Budget Reductions	-	(105,493.00)
036	12/21/09	01	Gen. Fund	Budget Reductions	-	(63,064.00)
037	12/21/09	01	Gen. Fund	Budget Reductions & Tfr Gifts/Con	(150.00)	(67,952.00)
042	1/12/10	01	Gen. Fund	Water Treatment Plant Improve.	640,892.00	540,892.00
045	1/26/10	01	Gen. Fund	Corr. Tfr. To Nutrition & firefighter	-	(20,038.00)
051	2/9/10	01	Gen. Fund	Carolyn Hearod Settlement	70,000.00	70,000.00
052	3/9/10	01	Gen. Fund	Move funds to Repayment Fund	-	- *
059	4/27/10	01	Gen. Fund	Reimbursements & corrections	41,390.00	41,390.00
062	5/25/10	01	General Fund	Reimbursement & Tfr. Funds	6,530.00	6,530.00
069	6/22/10	01	General Fund	Transfer from MPWA	437,000.00	-
					<b>1,268,488.00</b>	<b>406,626.00</b>
008	9/8/09	02	MPWA	Moving Expense	-	3,000.00
019	10/13/09	02	MPWA	Emergency street repairs - gen	-	41,500.00
029	12/21/09	02	MPWA	Civil Em Mgmt & Tfr to G & C	4,828.50	5,426.50
038	12/21/09	02	MPWA	Budget Reductions	-	(69,790.00)
039	12/21/09	02	MPWA	Budget Reductions	-	(81,881.00)
041	1/12/10	02	MPWA	Water Treatment Plant Improve.	-	541,792.00
044	1/12/10	02	MPWA	Water Treatment Plant Improve.	431,908.00	431,908.00
053	3/9/10	02	MPWA	Damages appropriation	-	42,500.00
061	4/27/10	02	MPWA	Damages - Lawsuit Settlement	-	22,000.00
063	5/25/10	02	MPWA	Damages appropriation	-	12,456.00
068	6/22/10	02	MPWA	Transfer to General Fund	-	437,000.00
					<b>436,736.50</b>	<b>1,385,911.50</b>
011	9/8/09	03	Airport Authority	Fuel Tanks	-	10,000.00
028	11/24/09	03	Airport Authority	Fuel Lines	-	4,000.00
					-	<b>14,000.00</b>
040	12/21/09	08	Nutrition	Budget Reductions	(24,788.00)	(24,788.00)
055	3/9/10	08	Nutrition	Transfer funds for grant match	-	- *
					<b>(24,788.00)</b>	<b>(24,788.00)</b>
066	5/25/10	11	Retirement Fund	Expenditures for Retirees, etc.	51,384.00	51,384.00
049	2/9/10	13	Juvenile Fund	Skate Park Expansion	-	50,000.00
014	9/22/09	14	Police Grants	Grant split with county	40,595.00	40,595.00
005	8/11/09	16	State Forfeiture	Appropriate supplies from forfeit.	-	50,000.00
002	7/28/09	19	Fire Imp. Grant	Truck from grant	22,000.00	22,000.00
017	10/13/09	19	Fire Imp. Grant	Add'l needed for truck	172.00	172.00

**CITY OF MCALESTER**  
**FY 09-10 Budget Amendments**

BA#					<u>Revenue</u>	<u>Expense</u>
					<b>22,172.00</b>	<b>22,172.00</b>
057	4/12/10	20	Cemetery Care Fund	Purchase Truck	-	22,000.00
012	9/8/09	28	Expo	Elevator Contract	-	2,400.00
013	9/22/09	28	Expo	Insurance	-	6,470.00
032	12/21/09	28	Expo	Budget Reductions	-	(34,937.00)
					-	<b>(26,067.00)</b>
065	5/25/10	29	E-911 Fund	Grant for workstation	47,500.00	95,000.00
003	7/28/09	30	Econ Dev.	Sewer project & Econ Dev.	230,747.00	280,096.00
007	8/11/09	30	Econ Dev.	Sewer Change Order	20,630.00	20,630.00
018	10/13/09	30	Econ Dev.	Reimbursement Revenue rec'd	9,630.00	9,630.00
027	11/24/09	30	Econ Dev.	Transfer funds to General Fund	-	21,826.00
033	12/21/09	30	Econ Dev.	Budget Reductions	-	(42,391.00)
					<b>261,007.00</b>	<b>289,791.00</b>
024	11/10/09	32	Gifts & Contributions	New Fund	127,957.00	127,957.00
030	12/21/09	32	Gifts & Contributions	Transfer from Gen Fund & MPWA	(2,440.85)	(2,440.85)
050	2/9/10	32	Gifts & Contributions	Skate Park Expansion	10,000.00	10,000.00
058	4/12/10	32	Gifts & Contributions	Tree donations & water bills	1,016.10	1,016.10
067	6/22/10	32	Gifts & Contributions	Appropriate Donations	1,513.81	1,513.81
					<b>138,046.06</b>	<b>138,046.06</b>
023	11/10/09	33	CDBG Grant	Appropriate grant & match	181,260.00	181,260.00
031	12/21/09	38	Dedicated Sales Tax	Correct Budget - not appr by vote	-	(2,208,000.00)
047	2/9/10	38	Dedicated Sales Tax	Bond Payments	-	85,440.00
					-	<b>(2,122,560.00)</b>
022	11/10/09	41	CIP Fund	Tfr grant match	-	90,630.00
043	1/12/10	41	CIP Fund	Water Treatment Plant Improve.	640,892.00	640,892.00
046	1/26/10	41	CIP Fund	Filters for water treatment	-	24,879.00
048	2/9/10	41	Repayment (CIP)	Hwy 69 Utility Relocate	41,578.00	50,000.00
054	3/9/10	41	Repayment (CIP)	Capital Outlay Projects	174,920.00	295,253.00
056	4/12/10	41	Repayment (CIP)	Tft for Wtr. Trmt. Plant Impr.	-	90,700.00
060	4/27/10	41	Repayment (CIP)	Traffic Control equipment	23,155.00	83,155.00
064	5/25/10	41	Repayment (CIP)	Purchase Truck	95,000.00	95,000.00
					<b>975,545.00</b>	<b>1,370,509.00</b>
006	8/11/09	42	Federal Forfeiture	Appropriate supplies from forfeit.	-	8,000.00

\* = Wash, in-fund transfer

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Increase (Decrease)	Balance After Amendment
32	4-0-603		Donations - Parks (For Trees)	850.00	730.00	1,580.00
32	4-0-604		Donations - Parks (Other)	50,000.00	735.00	50,735.00
32	4-0-610		Donations for Water Bills	166.10	48.81	214.91
			Total		1,513.81	

[illegible]

\*\*\* Does not include a beginning budgetary fund balance.

**Explanation of Budget Amendment:**

Adjust budget for donations received to date.

Mayor

Posted By	Date	BA#	Pkg #
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City Clerk:

Fund Number	Account Number	Department	Description	Estimated Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
01	3001		Fund Balance		(437,000.00)	
						-
						-
			Total		(437,000.00)	

[illegible]

\*\*\* Does not include a beginning budgetary fund balance.

A0910-068

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
01	4-0-721		Transfer from MPWA	2,404,158.00	437,000.00	2,841,158.00
			Total		437,000.00	

[illegible]

Original Budget - Revenues ***	\$ 14,324,388
Amendments	<u>1,268,488</u>
Current Budget - Revenues	\$ 15,592,876
Original Budget - Expenditures	\$ 14,486,432
Amendments	<u>406,626</u>
Current Budget - Expenditures	\$ 14,893,058

A0910-069



# McAlester City Council

## AGENDA REPORT

Meeting Date:	June 22, 2010	Item Number:	6
Department:	Finance	Account Code:	
Prepared By:	Gayla Duke	Budgeted Amount:	
Date Prepared:	June 15, 2010	Exhibits:	1

### Subject

Consider, and act upon, an Ordinance adopting the budget of the City of McAlester, Oklahoma, for the fiscal year 2010-2011; providing for severability clause; and declaring an emergency.

### Recommendation

Motion to approve an Ordinance adopting the budget for fiscal year 2010-2011.

### Discussion

On June 8<sup>th</sup>, 2010, the City Council held a public hearing to allow citizens the opportunity to express their opinion on the proposed annual operating budget for next fiscal year. The attached ordinance formally adopts the FY 2010-2011 Annual Operating Budget.

### Approved By

	Initial	Date
Department Head	GDD	06/15/10
City Manager	PJS <i>PJS</i>	06/15/10



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

**AN ORDINANCE ADOPTING THE BUDGET OF THE CITY OF  
McALESTER, OKLAHOMA FOR THE FISCAL YEAR 2010-2011.**

**WHEREAS**, the City of McAlester, Oklahoma completed and placed on file with the City Clerk a proposed budget and estimate of the amount of moneys required to meet the public expenses, bond retirement and interest, reserve funds and expenses of the City for the fiscal year 2010-2011; and

**WHEREAS**, a notice was published that the City Council for the City would meet on June 8, 2010, at the hour of 6:00 p.m., in City Council Chambers at City Hall of the City of McAlester for the purpose of giving citizens within the limits of said city an opportunity to be heard in a public hearing upon said budget; and

**WHEREAS**, Article 5, Section 5.06 (1) of the City Charter requires that the budget to be adopted by ordinance; and

**WHEREAS**, this Ordinance is meant to adopt the budget for fiscal year 2010-2011 in ordinance form in accordance with the City Charter.

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

Section 1. The budget of the City of McAlester, Oklahoma for the fiscal year 2010-2011 is hereby adopted at the departmental level, which budget shows total resources available in the amount of \$ 38,589,353 with \$ 919,358 of that being in appropriated fund balance and \$ 37,669,995 as current year revenues along with fund/departmental budgeted appropriations of \$ 37,093,831 with \$8,233,833 of that being transfers to other funds leaving a total in the amount of \$ 28,859,948.

Section 2. Budgeted resources, including any appropriated fund balance for each separate fund of the City of McAlester, for the fiscal year 2010-2011 are set forth in summary in the attached exhibit, and are hereby appropriated for expenditure at the departmental level during the fiscal year 2010-2011.

Section 3. The City Council does hereby authorize the City Manager to transfer any unexpended and unencumbered appropriations, at any time throughout FY 2010-2011, within a fund, subject to a dollar limitation of \$25,000.00 and notification to the City Council and the Audit and Finance Advisory Committee, in writing.

Section 4. The City Clerk is directed to transmit a copy of this budget ordinance hereby adopted to the State Auditor and Inspector's Office.

Section 5. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City of McAlester hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact of any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

Section 6. That an emergency is hereby declared to exist, and for the preservation of the public peace, health and safety, by reason whereof it is necessary that all acts take effect immediately and be in full force and effect from, and after the passage and approval.

**PASSED and the EMERGENCY CLAUSE ruled on separately this 22<sup>nd</sup> day of June, 2010.**

CITY OF McALESTER, OKLAHOMA,  
A Municipal Corporation

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

ATTEST:

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

Approved as to form and legality this 22<sup>nd</sup> day of June, 2010.

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

Fund: Department:	Appropriation Amount
General Fund:	
Council / Mayor	\$118,155
Manager	229,200
Finance	300,743
City Clerk	79,658
Court	172,450
Legal	127,774
Information Services	128,353
Criminal Investigation	541,163
Patrol	2,714,263
Animal Shelter	89,545
Communications	178,866
Fire	2,847,719
EMS	67,500
Parks	802,901
Swimming Pool	129,271
Recreation	212,957
Cemetery	310,969
Facility Maintenance	258,729
Planning & Community Development	329,902
Human Resources	205,813
Fleet Maintenance	268,700
Streets	924,164
Interdepartmental	1,082,158
Transfers Out	750,532
MPWA:	
Utility Office	\$385,856
Fleet Maintenance	231,700
Landfill	323,778
Sanitation	1,715,332
Engineering	394,603
Utilities Administration	145,575
Wastewater Treatment	743,757
Water Treatment	974,281
Utility Maintenance	748,192
Interdepartmental	1,130,900
Transfers Out	2,007,713
Airport Authority Fund:	
Airport	\$268,170
Transfers Out	5,750
Parking Authority Fund:	
Parking Lot Operations	\$3,000
Nutrition Fund:	
Nutrition	\$259,910
Sub-Title D Fund:	
Landfill	\$351,500
Employee Retirement:	
Interdepartmental	\$600,875
Juvenile Fine / Reserve Fund:	
City Attorney	\$17,374
Narcotics	4,306
Police Grant Fund:	
Police	\$13,500
State Forfeiture Fund:	
Narcotics	\$38,700
Cemetery Care Fund:	
Cemetery	\$30,500
Bond Trustee Fund:	
Finance	\$4,825,439
Airport Grant Fund:	
Airport	\$5,750
Educational Fund:	
Finance	\$3,500
Transfers Out	700,088
Tourism Fund:	
Tourism	\$166,160
Transfers Out	500,971
SE Expo Center Fund:	
S.E. Expo	\$661,551
E-911 Fund:	
E-911	\$651,512
Economic Development Fund:	
Economic Development	\$225,863
Planning & Community Development	200,167
Transfers Out	938,172
Gifts & Contributions Fund:	
Interdepartmental	\$32,500
CDBG Grants Fund:	
Engineering	\$181,260
Fleet Maintenance Fund:	
Fleet Maintenance	\$847,325
Workers Compensation Fund:	
Interdepartmental	\$475,000
Dedicated Sales Tax - MPWA	
Interdepartmental	\$15,000
Transfers Out	3,330,657
Repayment (CIP) Fund:	
Interdepartmental	\$40,560
Federal Forfeiture Fund:	
Narcotics	\$5,900



# McAlester City Council

## AGENDA REPORT

Meeting Date:	<u>June 22, 2010</u>	Item Number:	<u>7</u>
Department:	<u>Finance</u>	Account Code:	<u></u>
Prepared By:	<u>Gayla Duke</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>June 15, 2010</u>	Exhibits:	<u>2</u>

### Subject

Consider, and act upon, authorizing the mayor to sign an Engagement letter with Hulme Rahhal Henderson, Inc., for audit services for the fiscal year ending June 30, 2010.

### Recommendation

Motion to authorize the Mayor to sign an Engagement Letter.

### Discussion

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	GDD	06/15/10
City Manager	PJS <i>PJS</i>	06/15/10



June 9, 2010

**TO:** McAlester City Council

**FROM:** Audit & Finance Advisory Committee

**SUBJECT:** Selection of Independent Auditor

---

Mayor and Members of the Council:

The Audit & Finance Advisory Committee received seven (7) bid proposals for the 2010/2011 City of McAlester Financial Independent Audit Services. The Committee has evaluated the proposals submitted by the seven accounting firms. In evaluating these proposals, Committee ranked each firm according to a set of predefined criteria including: 1) Hours to complete a thorough audit in a timely manner; 2) Total Bid Price; 3) City/Governmental Accounting Experience/References; and 4) Personnel/Staffing. Please see attached minutes of the June 2, 2010, Audit and Finance Advisory Committee Meeting for each firm's evaluation.

Firms that submitted bids were:

- Anne Marie Elfrink, MS, CPA
- Finley & Cook, CPAs
- HBC CPAs & Advisors
- Hinkle & Company, PLLC
- Hulme, Rahhal & Henderson, Inc., CPAs
- Kershaw CPA & Associates
- Stanfield & O'Dell, Consultants & CPAs

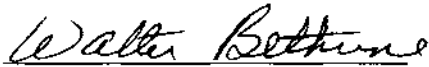
Based on these criteria, Committee ranked Hulme, Rahhal & Henderson, Inc., CPAs with the highest overall score, but due to Stanfield & O'Dell pricing their bid at 2/3<sup>rd</sup> their normal price, the Committee ask Ms. Gayla Duke, CFO to check their references. After checking their references, currently they are not auditing any cities and haven't in a long time. Also, the committee felt the hours estimated by Stanfield & O'Dell was too low to perform a thorough audit. Hulme, Rahhal & Henderson has conducted the last three Audits and the Committee has been pleased with their services and reports.

**Page 2**

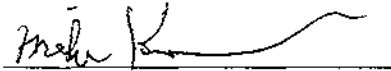
**Selection of Independent Auditor**

The Committee recommends that the Council award the 2010/2011 City of McAlester Financial Independent Audit Services Contract to Hume Rahhal Henderson, Inc., CPAs.

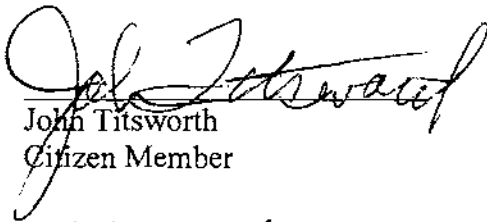
The Committee looks forward to working with all parties in this matter.



Walter Bethune  
Citizen Member



Mike Kern  
Citizen Member



John Titsworth  
Citizen Member



Gail Watkins  
Citizen Member



Shaun Beggs  
Citizen Member



100 E Street S.W., Suite 200  
(580) 223-6454

Ardmore, OK 73401  
FAX (580) 226-0439

June 15, 2010

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

We are pleased to confirm our understanding of the services we are to provide City of McAlester for the year ended June 30, 2010. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of City of McAlester as of and for the year ended June 30, 2010. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to accompany City of McAlester's basic financial statements. As part of our engagement, we will apply certain limited procedures to City of McAlester's RSI. These limited procedures will consist principally of inquiries of management regarding the methods of measurement and presentation, which management is responsible for affirming to us in its representation letter. Unless we encounter problems with the presentation of the RSI or with procedures relating to it, we will disclaim an opinion on it. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budget and Actual Comparison Schedules for the General Fund and all Major Governmental Funds.
- 3) State Auditor and Inspector Form 2643 for the year ended June 30, 2010.

Supplementary information other than RSI also accompanies City of McAlester's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and will provide an opinion on it in relation to the basic financial statements:

- 1) Combining and Individual Fund Financial Statements – nonmajor funds

#### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the basic financial statements taken as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of City of McAlester and other procedures we consider necessary to enable us to express such opinions. If our opinions on the financial statements are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and compliance will include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity, and specific legislative or regulatory bodies and is not intended to be and should not be used by anyone other than these specified parties. If during our audit we become aware that City of McAlester is

subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

### **Management Responsibilities**

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of McAlester and the respective changes in financial position and cash flows, where applicable, in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for ensuring that management and financial information is reliable and properly recorded. Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain



other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

#### **Audit Procedures—Internal Controls**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of McAlester's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

#### **Engagement Administration, Fees, and Other**

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to City council; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Hulme Rahhal Henderson, Inc., and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to State Auditor and Inspector or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Hulme Rahhal Henderson, Inc., personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the State Auditor and Inspector. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Rheba Henderson is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

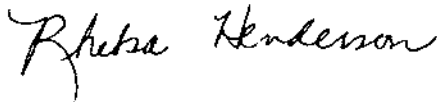
Our fee for these services will be \$35,250 plus out-of-pocket costs for travel at the IRS reimbursement rate, meals, lodging, and State Auditor and Inspector Form 2643 filing fees. If expenditures of federal awards exceed \$500,000 a Single Audit of Federal Awards is required. The fee for the Single Audit, if necessary, will be an additional \$2,000 to \$3,000. The above fee is based upon our understanding that Crawford and Associates will prepare all cash and other confirmations we request, as well as prepare a draft of the financial statements and notes to the financial statements. The above fee is based on your employees locating any documents selected by us for testing, as well as anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. We would expect to begin our audit approximately October 11, 2010 and to issue our report no later than December 15, 2010. This expectation is based on receiving the trial balances and other financial workpapers from Crawford and Associates no later than September 27, 2010. We would then provide a list of information needed to City staff by October 4, 2010, so that we can begin our field work on October 11, 2010.

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2008 peer review report accompanies this letter.

We appreciate the opportunity to be of service to City of McAlester and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

HULME RAHHAL HENDERSON, INC.



RESPONSE:

This letter correctly sets forth the understanding of City of McAlester.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# McAlester City Council

## AGENDA REPORT

Meeting Date: June 22, 2010  
Department: Public Works- Engineering  
Prepared By: John C. Modzelewski, PE  
Date Prepared: June 15, 2010

Item Number: 8  
Account Code: \_\_\_\_\_  
Budgeted Amount: \_\_\_\_\_  
Exhibits: 1

### Subject

Consider, and act upon, authorizing the Mayor to sign a Profession Services Agreement with SCS Engineers for compliance services relating to groundwater monitoring and the continuation of the permitting and design of the City of McAlester landfill.

### Recommendation

Motion to approve and act upon the Professional Services Agreement with SCS Engineers.

### Discussion

SCE Engineers has been providing engineering services to the City of McAlester since August 2009 in accordance with the Professional Services Agreement that was approved by the City Council on July 28, 2009. The Scope of Services included: operational improvements; developing a plan to optimize the currently available airspace; revising the Oklahoma Department of Environmental Quality (ODEQ) Permit to improve the phasing plan; and updating the ODEQ permit to reduce the cost of constructing the next lined area at the landfill. The proposed Scope of Services for the Professional Services Agreement being considered includes: Task 1 – Groundwater Monitoring Compliance Services and Task 2 – Continuation of Landfill Permitting and Design. These are shown in detail in the attached documents.

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	JCM	06/15/10
City Manager	PJS <i>PJS</i>	06/15/10

## SCS ENGINEERS

June 8, 2010  
SCS Proposal No. 160027210

Mr. John Modzelewski, Director of Public Works  
City Hall  
28 W. Washington  
McAlester, OK 74501-4441

Subject: Proposal for Groundwater Monitoring Compliance Services and  
Continuation of Landfill Permitting and Design  
City of McAlester Landfill  
McAlester, Oklahoma

Dear John:

As discussed, SCS Engineers (SCS) is pleased to present this proposal to the City of McAlester (City) for compliance services relating to groundwater monitoring and the continuation of the permitting and design of the City of McAlester Landfill (Landfill). We appreciate the opportunity to work with you in addressing the Landfill's permitting and compliance challenges. Our detailed approach to addressing these challenges and working with the City to resolve them is as follows:

### PROPOSED SCOPE OF SERVICES

#### TASK 1: GROUNDWATER MONITORING COMPLIANCE SERVICES

**BACKGROUND.** Per your request, we have reviewed two ODEQ letters, dated February 4, 2010 and April 13, 2010. These ODEQ letters address various groundwater issues, which require resolution and are therefore within the scope of services in this proposal. Groundwater issues and SCS' proposed resolution are described in the Subtasks which follow.

On a related matter, SCS understands the City is also requesting statistical analysis and reporting services; these services are also described below. As you know, performing the statistical analysis and reporting requires significant expertise as well as a substantial time commitment. By utilizing the expertise of SCS' groundwater professionals, our clients have saved significant expense by avoiding repeat sampling events and inappropriate assessment monitoring. In a similar manner, in carrying out these services, SCS will be in a position to assist the City in minimizing costs associated with "false positives" and related groundwater issues.

##### Subtask 1.1: Respond to ODEQ Letters

SCS will prepare draft responses to the ODEQ letters dated February 4, 2010 and April 13, 2010. The significant groundwater issues (besides reports being late) generally involve carbon disulfide detections, and the ODEQ's related requests for re-sampling, proper notification, and assessment monitoring. Carbon disulfide issues are addressed in detail under Subtask 1.2 below.

Draft responses to the ODEQ letters will be transmitted to the City for review. Comments will be incorporated into a final draft for transmittal to the City and ODEQ.

#### **Subtask 1.2: Prepare Alternate Source Demonstration for Carbon Disulfide**

The ODEQ letters address the carbon disulfide detections with requests for resampling, notification, and assessment monitoring. SCS recommends that an Alternate Source Demonstration (ASD) be submitted which documents that the carbon disulfide detections are not caused by a release from the Landfill. SCS has submitted ASDs for carbon disulfide for other landfills and obtained regulatory approval/agreement that the landfill is not the cause, preventing unnecessary assessment monitoring. While there is no guarantee that an ASD will be approved by ODEQ, it is still an appropriate first step in responding to these detections.

#### **Subtask 1.3: Statistical Analysis and Reporting Services—Semiannual Event #1**

Statistical analysis and reporting will be conducted in accordance with the approved Statistical Analysis Plan (as modified in 2007). Our scope assumes that the City will continue to arrange for the services required for the sampling event prior to statistical analysis and reporting. These City-arranged services include field sampling, laboratory analysis and bottle ordering, and data reporting.

Further, our scope assumes that the City will arrange for the laboratory to transmit a copy of the lab results for SCS use. SCS will input the data into an electronic database used for data archiving and management, and also for use in the Sanitas statistical analysis program.

We will advise the City regarding any significant results that are observed in the course of the statistical analysis. A draft letter summarizing the statistical analysis results will be submitted for City review and comment. The final report will be submitted to the City and ODEQ within 30 days of SCS receipt of sampling results.

#### **Subtask 1.4: Statistical Analysis and Reporting Services—Semiannual Event #2**

The scope for Subtask 1.4 is the same for Subtask 1.3, but for a subsequent monitoring event.

### **TASK 2: CONTINUATION OF LANDFILL PERMITTING AND DESIGN**

**BACKGROUND.** In the course of preparing the permit application, as discussed with the City, SCS also performed various out-of-scope services, which were required in order to complete the Airspace Analysis and Tier 1 Permit Modification for the City of McAlester Landfill. These out-of-scope services included the following:

1. **Files:** The files made available to SCS were not adequate to perform these services. SCS' Additional Service to obtain ODEQ files included SCS staff time and charges by the vendor in Oklahoma City to reproduce the files necessary to perform these services.
2. **Incomplete AutoCAD file of Final Grades:** We were provided an electronic file of the vertical expansion of Area 1 and 2 from the 2004 permit modification. However, this file did not contain a 3D surface, nor were the grades complete. Therefore, we had to generate a 3D surface and complete the grades for evaluating the remaining capacity of the landfill.
3. **Unachievable Final Grades:** Due to the geometric configuration of the landfill cells, the final grades that were permitted were not achievable. Therefore, we had to develop concepts for achievable interim grades that could be constructed based on constructed cells and existing topography.
4. **Lack of Electronic Files for Area 3:** We did not have electronic files of the Area 3 base grades or final grades. Therefore, we had to digitize these surfaces from scanned images of historical drawings (i.e., master plan, etc.).
5. **Lack of Horizontal Control:** The electronic files and scanned images of the permit and construction plan drawings lacked horizontal control. Therefore, these drawings could not be tied to state plane coordinates. Therefore, to solve this issue, we spent significant time getting all drawings into state plane coordinates to properly overlay and reference them to the existing topography.
6. **Lack of Electronic Files of Area 1 and Area 2 Base Grades:** Since electronic drawings were not available, we had to digitize the base grades for Areas 1 and 2 from scanned images of historical drawings. Based on the assumption that the master plan represented the permitted conditions, we used the base grades from the master plan. However, following review of the ODEQ files, we found that Area 2 (specifically Phases 2 and 3) were designed and constructed with different grades and geometric configurations. As such, the initial base grades generated from the master plan for Area 2, Phases 2 and 3, were not unusable and a second iteration was required. This second iteration was developed using digitized base grades for Area 2, Phases 2 and 3, from the construction plans for these cells.
7. **Unknown Permitted Capacity:** At the outset of this project, we assumed that the permitted capacity of the site was a known quantity. However, during our review of the ODEQ files, it became apparent, that the exact permitted capacity of the landfill had been significantly under estimated. Since the permitted capacity of the landfill is a key aspect of the site for developing the Tier 1 permit modification, as discussed, it was essential that the landfill capacity be accurately determined in a manner that would be defensible to the ODEQ. The landfill permit and ODEQ annual reports provided limited information on waste intake and permitted capacity that allowed us to back-calculate the annual waste intake. Therefore, we digitized the base grades from the appropriate documents (see also Item 6 above) to calculate the in-situ waste and the permitted capacity. In this manner, we determined the permitted capacity that will enable the submittal of the proposed permit modification as a Tier 1 modification, thereby saving the City a significant expense and enabling a more expeditious approval by the ODEQ.

As you know, per the City's authorization, we have been performing this project on a time and materials basis. As previously discussed, in view of the above, this budget was not sufficient to complete the project. Our fees through the end of May in completing the draft permit modification

for the City's review have totaled \$49,939. In view of the current project budget of \$42,700, and estimated additional fees of \$2,500 to address the City's and the ODEQ's comments on the permit modification, we recommend an increase in the budget of \$10,000. While this represents our best estimate at this time, this assumes, based on our experience, that the ODEQ's comments on the permit modification will be minor.

## ADDITIONAL SERVICES

The following additional services are not a part of the project scope, and are listed for the City's consideration. None of these services will be invoiced prior to receiving further written authorization from the City:

- Responses to additional ODEQ correspondence other than those referenced above.
- Statistical analysis and report preparation for more than two events.
- Services including laboratory management, water sample analysis fees, field sampling, and data reporting are additional services.
- Services associated with Volatile Organic Constituent detections

## FEE

TASK NUMBER	SUBTASK NUMBER	TASK DESCRIPTION	FEE ESTIMATE
1	1.1	Respond to Two ODEQ Letters	\$1,800
	1.2	Prepare Alternate Source Demonstration	\$2,900
	1.3	Statistical Analysis and Reporting Semiannual Event #1	\$2,200
	1.4	Statistical Analysis and Reporting Semiannual Event #2	\$2,200
	Total Task 1		\$9,100
2		Continuation of Landfill Permitting and Design	\$10,000
<b>Total</b>			\$19,100

Fees will continue to be invoiced on a time and materials basis using SCS' current fee schedule.

Mr. John Modvelewski

Page 5 of 8

June 8, 2010

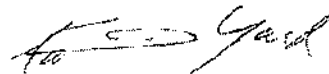
## SCHEDULE

As you know, the ODEQ is currently awaiting the City's response to their Notices of Violation. As such, we believe that it would be in the City's best interests to initiate the proposed groundwater services as soon as possible. Given our experience in similar situations, SCS is prepared to assist the City in resolving these groundwater and other compliance issues at the landfill. To that end, SCS is prepared to initiate these groundwater services upon receiving Notice to Proceed. Also, we are prepared to continue with the permitting services upon receipt of the City's comments on our draft permit modification application.

A copy of our short form agreement, including the changes recommended by the City's attorney, is attached for your consideration.

SCS appreciates this opportunity to continue providing engineering and technical services for the City's landfill. If you have any questions on this proposed scope of services, please call Kevin Yard at (817) 358-6105.

Sincerely,



James Lawrence, P.G.  
Project Manager  
**SCS ENGINEERS**

Kevin D. Yard, P.E., BCEE  
Vice President  
**SCS ENGINEERS**

Attachment: agreement



## SCS ENGINEERS

### AGREEMENT BETWEEN SCS ENGINEERS AND CLIENT FOR PROFESSIONAL SERVICES

This Agreement is made by and between the City of McAlester, Oklahoma (hereafter "Client"), and SCS Engineers (hereafter "SCS").

#### WITNESSETH

That for the considerations set forth below, the parties agree as follows:

1. **Scope of Services:** SCS shall provide professional services (hereafter "Services") for Groundwater Monitoring Compliance Services and Continuation of Landfill Permitting and Design (hereafter "Project") as set forth in the attached letter of June 8, 2010 in accordance with the terms and conditions of this Agreement.

2. **Basis of Compensation:** see attached letter of June 8, 2010

3. **Method of Invoicing:** see attached letter of June 8, 2010

4. **Professional Retainer:** not applicable

5. **Other Terms:**

6. **General Conditions:**

a. Payments for invoices prepared by SCS are due and payable upon receipt. Payments due SCS under this Agreement shall be subject to a service charge of one and one-half (1-1/2) percent per month for invoices not paid within thirty (30) days after the date of receipt of invoice.

b. Client agrees to pay all costs and expenses of SCS, including reasonable attorney fees, arising out of or in connection with collecting amounts for which Client is responsible pursuant to this Agreement

c. This Agreement may be terminated by either party upon 15 days' written notice to the other party. Upon termination, SCS shall be paid for all Services rendered to the date of termination together with any termination expenses incurred.

d. Any work in addition to that described in Article 1 above performed at the request of the Client shall be compensated on a time-and-materials basis at the rates contained in SCS' Standard Fee Schedule in effect at the time of performance of the Services. Unless expressly stated therein, the scope of work does not include testimony or responding to subpoenas or other

legal orders requiring production of records or testimony. In the event SCS receives a subpoena or other legal order for the production of project records or testimony, SCS will be compensated by client at current Fee Schedule rates.

e. The parties hereto shall each maintain in full force and effect Commercial General Liability insurance with coverage limits which are reasonable in light of the Services to be undertaken, and Workers' Compensation Insurance as required by law.

f. Any drawings, specifications, reports, data and notes developed pursuant to this Agreement are instruments of service, and as such the original documents, tracings, and field notes are and remain the property of SCS.

g. Neither party shall delegate its duties under this Agreement without the written consent of the other party. Each party binds itself to the successors, administrators and assigns of the other party in respect of all covenants of this Agreement.

h. The parties agree that the total liability of SCS under this Agreement and for the Project shall be limited to Fifty Thousand Dollars (\$50,000) or the amount of SCS' total fees hereunder (whichever is greater), unless Client pays for the assumption of additional liability by SCS as a separate line item in Article 2 above.

i. Unless otherwise expressly stated in the Scope of Services, SCS shall have no responsibility for site health and safety, except with respect to the activities of SCS and its subcontractors. In no event shall SCS be responsible for the means, methods or manner of performance of any persons other than SCS and SCS' subcontractors.

j. Client agrees that SCS will not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the sole negligence of SCS or its subcontractors. At no time shall title to hazardous substances, solid wastes, petroleum contaminated soil or other regulated substances pass to SCS, nor shall any provision of this Agreement be interpreted to permit or obligate SCS to assume the status of a "generator," "owner," "operator," "transporter," "arranger" or "treatment, storage or disposal facility" under state or federal law. The provisions of this Article 6j shall survive any termination of this Agreement.


k. SCS shall be entitled to rely on information provided by Client. SCS shall be entitled to an equitable adjustment in the price and schedule if conditions differ materially from information provided by Client, or differ from what could reasonably be anticipated given the nature of the Services.

7. For the purposes of this Agreement, the term "SCS Engineers" shall mean Stearns, Conrad and Schmidt Consulting Engineers, Inc.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the last date written below.

SCS ENGINEERS:

CLIENT:

BY: 

BY: \_\_\_\_\_

NAME: Kevin D. Yard, P.E., BCEE

NAME: \_\_\_\_\_

TITLE: Vice President

TITLE: \_\_\_\_\_

DATE: June 8, 2010

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



# McAlester City Council

## AGENDA REPORT

Meeting Date: June 22, 2010  
Department: Public Works  
Prepared By: John C. Modzelewski, PE  
Date Prepared: June 14, 2010

Item Number: 9  
Account Code: \_\_\_\_\_  
Budgeted Amount: \_\_\_\_\_  
Exhibits: 1

### Subject

Consider, and act upon, authorizing the Mayor to sign a contract between the City of McAlester and Contech, LLC to repair a portion of the Sandy Creek canal wall.

### Recommendation

After reviewing the Bid Documents submitted by Contech, LLC, the Engineering Division has determined that Contech, LLC is the lowest, responsible and qualified bidder. The recommendation is to enter into an agreement with Contech, LLC to repair a portion of the Sandy Creek canal wall.

### Discussion

A recent flash flood event severely damaged a section of the Sandy Creek canal wall at Puterbaugh Park. The damage includes the collapse of 126.5 linear feet of concrete canal wall. This project will include the repair of 126.5 linear feet of vertical wall and footing. The site is currently fenced to provide safety in the vicinity of the collapse.

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	JCM	06/14/10
City Manager	PJS <i>PJS</i>	06/15/10

# BID TABULATION SHEET

## Repair of Sandy Creek Canal Wall 2010

Bid Opening  
June 1, 2010 10:00 a.m.

Bidder

Amount

K-Bar - Terry Kenyon

Const.  
Rick Morris - 2608 Konnie Lane OKC

St. Louis  
Diverse Const. Mark Lucido 314-445-1663

E-plan - Columbia Missouri Mark Lucido

Bridges Arrow  
Contec - Bobby Thompson 114 S. Elm Pl.  
14012

55,297.00

Bennish, Ballwin, MO

68,742.50



# McAlester City Council

## AGENDA REPORT

Meeting Date: June 22, 2010  
Department: Public Works - Engineering  
Prepared By: John C. Modzelewski, PE  
Date Prepared: June 14, 2010

Item Number: 10  
Account Code: \_\_\_\_\_  
Budgeted Amount: \_\_\_\_\_  
Exhibits: 1

### Subject

Consider, and act upon, an Agreement for Engineering Services with Meshek & Associates, Inc. for an "Impervious Area and Utility Fee Study".

### Recommendation

Motion to approve an Agreement for Engineering Services with Meshek & Associates, Inc. for an "Impervious Area and Utility Fee Study" for a fee not to exceed \$46,990.

### Discussion

This "Impervious Area and Utility Fee Study" will result in impervious atlas maps, data tables, and updated parcel data for non-residential properties that will be used to formulate a Stormwater Fee. The study will also provide information which will result in a stormwater program that will be funded by the revenue generated from residential and non-residential properties.

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	JCM	06/14/10
City Manager	PJS <i>PJS</i>	06/15/10

February 1, 2010

Mr. Cliff Pitner  
Stormwater Program Manager  
City of McAlester  
PO Box 578  
McAlester, Oklahoma 74502

Reference: Letter of Proposal  
Impervious Area and Utility Fee Study

Dear Mr. Pitner:

Per our discussion, Meshek & Associates, PLC, is pleased to submit this letter of proposal for GIS Services for your review and consideration. Per your request, we have developed estimates for the performance of services related to Stormwater Impervious and Utility Fee Study. A brief summary of the proposed tasks is presented below:

- Match billing account addresses to parcel addresses for maximum of 1000 accounts (current records showed 980 non-residential accounts),
- Update parcel data from MIMS database (move parcel geometry if necessary),
- Develop impervious polygons boundaries from 2008 NAIP,
- Prepare impervious atlas maps and data tables,
- Coordinate with Utility Billing to incorporate new fees; and
- Assist reconcile billing process with City.

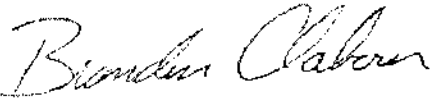
Per the attached Schedule of Tasks/Fees, the proposed project may be completed for a fee of \$46,990 within 120 calendars days following the notice to proceed. The proposed work assumes the use of existing parcel data from the City of McAlester or Pittsburg County, as well as all preliminary impervious data prepared by Meshek as part of our preliminary impervious fee investigations in 2008. It is recommended that due to the age of exiting planimetric information, impervious boundaries be developed from the most current aerial photography for City of McAlester (2008 National Agriculture Imagery Program (NAIP) imagery for Pittsburg County). Designation of non-residential properties will be achieved from City billing records and/or current zoning information. Property boundaries will be approximated by shifting Pittsburg County's parcel data to approximate physical property boundaries shown on aerial photography.

We may accelerate project completion – if necessary – to facilitate the billing of impervious fees by the City by August 1, 2010, and work may begin immediately following receipt of your approval.

We are very excited about the opportunity to continue to serve the City of McAlester in this capacity. Please feel free to contact me directly at 918.392.5620 or via email at [bclaborn@meshekengr.com](mailto:bclaborn@meshekengr.com) should you wish to discuss further. We look forward to working with you in the completion of this project.

Sincerely,

MESHEK & ASSOCIATES, PLC

A handwritten signature in black ink, reading "Brandon Claborn". The signature is fluid and cursive, with the first name "Brandon" and last name "Claborn" clearly legible.

Brandon Claborn, PE, CFM  
Associate Principal

Enclosure



SCHEDULE OF TASKS/ FEES - EXHIBIT A-1  
 PROJECT: GIS STORMWATER UTILITY FEE SERVICES  
 CLIENT: CITY OF MCALESTER, OKLAHOMA



Task Description		Project Principal	GIS Project Manager	GIS Specialist I	GIS Technician	Administrative	PROJECT COSTS
		\$150	\$115	\$80	\$50	\$50	
<b>Impervious Areas Study</b>							
<b>B.1.3 Data Preparation</b>							
a.	Update Parcel Data from MIMS database (move parcel geometry)	-	2	32	16	-	\$ 3,590
b.	Match billing account addresses to parcel addresses	-	10	140	16	-	\$ 13,150
c.	Convert planimetric linework to impervious polygons	-	8	100	-	-	\$ 8,920
d.	Reconcile Billing database with Parcel Data	-	10	140	-	-	\$ 12,350
e.	Prepare Impervious Atlas Maps, Number Tables, QA/QC	-	20	40	-	-	\$ 5,500
f.	Project Administration	-	16	8	-	4	\$ 2,680
g.	Direct Expenses - Printing, Mileage	-	-	-	-	-	\$ 800
<b>Total</b>		-	66	460	32	4	\$ 46,990



# McAlester City Council

## AGENDA REPORT

Meeting Date:	<u>June 22, 2010</u>	Item Number:	<u>11</u>
Department:	<u>City Manager</u>		
Prepared By:	<u>Peter J. Stasiak</u>	Account Code:	<u>N/A</u>
Date Prepared:	<u>June 14, 2010</u>	Budgeted Amount:	<u>N/A</u>
		Exhibits:	<u>(2) Contract, MOU</u>

Consider, and act upon, the Collective Bargaining Agreement between the City of McAlester and the International Association of Fire Fighters (IAFF) Local No. 2284, effective July 1, 2009 through June 30, 2010 and to include 2009-2010 Memorandum of Understanding.

### Recommendation

Motion to accept the IAFF 2009-2010 Collective Bargaining Agreement; this includes a 2009-2010 Memorandum of Understanding.

### Discussion

To approve IAFF 2009-2010 Collective Bargaining Agreement; this includes a 2009-2010 MOU.

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	PJS	06/01/10
City Manager	PJS <i>PJS</i>	06/14/10

**AGREEMENT**

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

**LOCAL 2284**

**and**

**CITY OF McALESTER**

**McAlester, Oklahoma**

**July 1, 2009 - June 30, 2010**

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**McALESTER IAFF COLLECTIVE BARGAINING AGREEMENT 2009-2010**

**ARTICLE 1**

**PURPOSE OF AGREEMENT**

It is the intent and purpose of this Agreement, entered into by and between the City of McAlester, Oklahoma, a municipal corporation, hereinafter referred to as Employer and Local 2284, International Association of Firefighters, AFL-CIO/CLC, hereinafter referred to as Union, to protect the public health, safety and welfare of the citizens of McAlester, Oklahoma, from strikes, work stoppages, or slow-downs by the Union; to insure that the employees in the Bargaining Unit not be denied other well-recognized rights of labor, including the right to be represented by the Bargaining Agent of their choice and the right to bargain collectively with Employer concerning wages, hours and other terms and conditions of employment; and to provide for the equitable and orderly settlement of grievances which may arise during the term of this Agreement. The parties to this Agreement agree that uninterrupted and prompt fire service to the public is the basis for the existence of the fire service.

**McALESTER IAFF COLLECTIVE BARGAINING AGREEMENT 2009-2010**

**ARTICLE 2**

**RECOGNITION**

The Union proposes that of the sworn personnel, only the Chief and one designated representative may be excluded from the bargaining unit. The City and Union agree that the following personnel shall be excluded from the bargaining unit:

- A. Fire Chief
- B. Assistant Fire Chief or One (1) Designated  
Administrative Assistant
- C. Probationary Firefighters
- D. Civilian Employees

**ARTICLE 3**

**AUTHORITY AND TERM**

**SECTION 1.** The articles in this Agreement constitute an agreement by and between the Employer and the Union.

**SECTION 2.** This Agreement shall be effective as of the 1st day of July 2009 and shall remain in full force and effect until the 30th day of June 2010.

**McALESTER IAFF COLLECTIVE BARGAINING AGREEMENT 2009-2010**

**SECTION 3.** The terms of this Agreement shall not exceed one (1) year, provided this Agreement shall continue from year-to-year and be automatically extended for one-year terms unless written notice of request for negotiations is given by either party at least thirty (30) days before the anniversary date of this Agreement. Should a new agreement be in stages of current negotiations, the existing agreement shall be automatically in effect.

**SECTION 4.** It shall be the obligation of the Employer to meet at reasonable times and confer in good faith within ten (10) days after receipt by the Employer of written notice from the Union requesting a meeting for collective bargaining purposes.

**SECTION 5.** Whenever wages, rates of pay, or any other matters requiring the appropriation of monies by the Employer are included as matters of collective bargaining under the provisions of this Agreement, it is the obligation of the Union to serve notice of request for collective bargaining at least one-hundred twenty (120) days before the last day on which monies can be appropriated by the Employer to cover the contract period, which is the subject of the collective bargaining procedure.



**McALESTER IAFF COLLECTIVE BARGAINING AGREEMENT 2009-2010**

**SECTION 6.** In the event the Union and the Employer are unable within thirty (30) days from and including the date of the first meeting to reach an agreement, any and all unresolved arbitratve issues may be submitted to arbitration at the request of either party, in accordance with the provisions of Title 11, O.S.A. (1978), Section 51-106 through 51-110.

**ARTICLE 4**

**MANAGEMENT RIGHTS SECTION**

**SECTION 1.** Union recognizes the prerogative of Employer to operate and manage its affairs in all respects and in accordance with its responsibilities, and the power of authority which the Employer has not officially abridged, delegated, granted or modified by this Agreement are retained by the Employer; and all rights, powers and authority the Employer had prior to the signing of this Agreement are retained by the Employer, and remain exclusively without limitation within the rights of the Employer.

**SECTION 2.** Except as may be limited herein, the Employer retains the right in accordance with the Constitution and Laws of the State of Oklahoma and the responsibilities and duties

**McALESTER IAFF COLLECTIVE BARGAINING AGREEMENT 2009-2010**

contained in the Charter of the City of McAlester, Oklahoma, and the ordinances and regulations promulgated thereunder;

- A. To determine Fire Department policy, including the right to manage the affairs of the Fire Department in all respects, except as above stated;
- B. To assign working hours, including overtime;
- C. To direct the members of the Fire Department, including the right to hire, terminate, suspend, discipline, promote or transfer any Firefighter;
- D. To determine the table of organization of the Fire Department, including the right to organize and reorganize the Fire Department and the determination of job classifications and ranks based upon duties assigned;
- E. To determine the safety, health and property protection measures for the Fire Department;
- F. To allocate and assign work to Firefighters within the Fire Department;
- G. To be the sole judge of the qualification of applicants and training of new employees;
- H. To schedule the operations and to determine the number and duration of hours assigned duty per week;

**McALESTER IAFF COLLECTIVE BARGAINING AGREEMENT 2009-2010**

- I. To establish and enforce Fire Department rules, regulations and orders;
- J. To introduce new, improved or different methods and techniques of operation of the Fire Department or change existing methods and techniques;
- K. To determine the amount of supervision necessary;
- L. To control the departmental budget, and;
- M. To take whatever action may be necessary to carry out the mission of the Employer in situations of emergency.

**ARTICLE 5**

**UNION RIGHTS**

**SECTION 1.** The Union President and his two (2) designees shall be granted time off with pay to conduct bona fide and necessary business, up to an aggregate maximum of ninety-six (96) hours during the term of this Agreement, provided, approval is obtained from the Fire Chief or his designee. Records of time off for Union business will be maintained by the Fire Department Administration. A copy of this record will be provided to the Union President and/or his two (2) designees upon request.

**McALESTER IAFF COLLECTIVE BARGAINING AGREEMENT 2009-2010**

**SECTION 2.** It is agreed by the City that up to three (3) members of the bargaining unit may serve as members of the Union negotiation team for the purpose of negotiating annual agreements and shall be excused from duty without loss of pay, if prior approval is obtained from the Fire Chief. The parties expressly understand that no Union member shall receive additional compensation from the City due to the Union member's status as a member of the negotiation committee for the Union.

**SECTION 3.** The Union may have a bulletin board within the Fire Station, its size and location subject to the approval of the Fire Chief. It is for notices concerning Union; education, recreation and social affairs, and other matters the Union and the Employer may agree upon. It is understood that material of a political, controversial or inflammatory nature shall not be posted. For the purposes of this section, political shall be defined to include matters dealing with the administration of public affairs or pertaining to political activities at the local, state or national level. For the purposes of this Article, inflammatory shall be defined as those comments tending to excite passion, tumult or of a personal derogatory nature, especially those comments directed toward the administration of

**McALESTER IAFF COLLECTIVE BARGAINING AGREEMENT 2009-2010**

the fire service, local government or toward elected officials of the City of McAlester. The Fire Chief or his designee shall be authorized to remove any material from the bulletin board that does not conform to the intent of this Article. It shall be the responsibility of the Union to maintain the material they post, to insure prompt removal of out-dated material, and further insure that the posting of such material is limited only to the bulletin board.

**ARTICLE 6**

**DEFINITIONS**

**SECTION 1.** Grievance - Grievance shall mean any alleged unilateral violation of this Agreement by either party or any dispute or controversy concerning the meaning, interpretation or application of this Agreement or any terms or provisions thereof.

**SECTION 2.** Management - Management shall mean the City Manager, his designated representative or such other persons carrying out his directions or policies or acting in his behalf.

**SECTION 3.** Employee - Employee shall mean any full-time employee engaged in the occupation of fire fighting for the City, excluding the Chief and one Assistant Fire Chief or one

**McALESTER IAFF COLLECTIVE BARGAINING AGREEMENT 2009-2010**

Administrative Assistant, probationary employees and civilian employees.

**SECTION 4. Immediate Family** - Immediate family shall mean spouse, children, brothers, sisters, parents, guardians or other relatives of the employee who reside in employee's household and brothers, sisters and parents of employee's spouse.

**SECTION 5. Probationary Period** - Probationary period shall apply to any employee who has served the City Fire Department less than twelve (12) months. Probationary period for employees advancing into a higher rank shall not be less than six (6) months, or more than twelve (12) months, at the discretion of the Chief, substantiated by written evaluation.

**SECTION 6. Twenty (20) Year Anniversary Date** - The anniversary date is twenty (20) years from the date of the employee date of hire in the McAlester Fire Department. Any interruption or break in service shall be added to the employee anniversary date to insure that the employee has a full twenty (20) years of service with the McAlester Fire Department.

**SECTION 7. Anniversary Date**-Anniversary date for all merit evaluations will occur on an employee's initial hire date and will remain with the employee during his/her entire tenure with

**McALESTER IAFF COLLECTIVE BARGAINING AGREEMENT 2009-2010**

the City of McAlester Fire Department, irregardless of promotions. For all employees who have an anniversary date based on their last promotion and were not topped out as of 7/1/2006, they will continue to have merit evaluations based on their last promotion. This date will remain with the employee for future merit evaluations irregardless of future promotions until the employee tops out and reverts to date of hire for anniversary date. (This definition will change language in a number of locations in the agreement and if the parties miss a particular location this definition is controlling.)

**ARTICLE 7**

**PREVAILING RIGHTS**

**SECTION 1.** All rules, regulations, fiscal procedures, working conditions, departmental practices and manner of conducting the operation and administration of the Fire Department currently in effect on the effective date of this Agreement shall be deemed a part of this Agreement, unless and except as modified or changed by the specific terms of this Agreement.

**McALESTER IAFF COLLECTIVE BARGAINING AGREEMENT 2009-2010**

**SECTION 2.** It is mutually recognized by the parties that this statutory requirement applies equally to each of the parties.

**ARTICLE 8**

**PROHIBITION OF STRIKES**

**SECTION 1.** During the term of this Agreement, the Union agrees to prohibition of any job action, i.e. strikes, work slow-downs, mass absenteeism, or being party to such activities. In addition, the Union agrees not to petition its affiliate, AFL-CIO, for legal sanction to strike during the term of this Agreement. The Union shall not be in breach of agreement where the acts and actions heretofore enumerated are not caused or authorized by the Union. Union shall not aid or assist any person or parties engaging in the above prohibited conduct, by giving direction or guidance to such activities and conduct, or by providing funds, financial and other assistance for the conduct or direction of such activities or for the payment of strike, unemployment or other benefit to those persons or parties participating in such prohibited conduct and activities; provided, however, that Union may provide legal representation.



**MCALISTER IAFF COLLECTIVE BARGAINING AGREEMENT 2009-2010**

**SECTION 2.** Upon notification, confirmed in writing by the City to Union, that certain of its members are engaging in wildcat strike. Union shall immediately in writing, order such members to return to work at once and provide City with a copy of such an order, and a responsible official of Union shall publicly order them to return to work. Such characterization of the strike is in-progress or has taken place or that any particular member is or has engaged in a wildcat strike. The notification shall be made solely on the representation of Employer. In the event that a wildcat strike occurs, Union agrees to take all reasonable, effective, and affirmative action to secure the members return to work as promptly as possible.

**ARTICLE 9**

**MUTUAL RESPONSIBILITY TO AVOID DISCRIMINATION**

Nothing in this Agreement shall be interpreted as diminishing the obligation of both parties to undertake affirmative action to insure that applicants or employees are treated without regard to race, color, religion, sex, size, national origin, status or union membership, political affiliation or mental or physical handicap. Specifically,

**McALESTER IAFF COLLECTIVE BARGAINING AGREEMENT 2009-2010**  
pursuant to Equal Employment Opportunity Commission Guidelines,  
each party is obligated to take positive action in affording  
equal employment, training and promotional opportunities to all  
members, as required by Title VII of the Civil Rights Act of  
1964, as amended.

## **ARTICLE 10**

### **UNFAIR LABOR PRACTICE**

**SECTION 1.** The Employer and the Union agree that unfair labor practices, as defined in Title 11 O.S.A. (1978), Section 51-102 (6), (6a), and (6b), shall constitute unfair labor practices for the purpose of this Agreement, and shall be subject to review by the P.E.R.B. of the State of Oklahoma.

## **ARTICLE 11**

### **PERSONNEL REDUCTION**

**SECTION 1.** In the event of a personnel reduction, the employee with the least seniority shall be laid off first. Seniority shall be determined by the last date of hire within the Fire Department.

**McALESTER IAFF COLLECTIVE BARGAINING AGREEMENT 2009-2010**

**SECTION 2.** No new employees shall be hired until the employee or employees laid off have been notified that an opening exists by certified or registered mail. Within fifteen (15) days after receipt of such notification, employee or employees on layoff will notify the City Personnel Office of their intention. Any employee's failure to respond within fifteen (15) days shall be considered as indication that the employee does not intend to continue his employment with the McAlester Fire Department.

**SECTION 3.** Employees who have been laid off shall retain the recall preference for a period of twelve (12) months from the date of their individual lay off from duty.

**ARTICLE 12**

**GRIEVANCE PROCEDURE**

**SECTION 1.** The City, Union or any employee covered under this Agreement may file a grievance within thirty (30) days of alleged occurrence, as hereinafter defined, and shall be afforded the full protection of this Agreement. For the purposes of this Article, "City" shall mean the Fire Chief or his designated representative.

**McALESTER IAFF COLLECTIVE BARGAINING AGREEMENT 2009-2010**

**SECTION 2.** The Union President, or his authorized representative, may report an impending grievance to the Fire Chief in an effort to forestall its occurrence; similarly, the Union may be so informed by the City.

**SECTION 3.** Any controversy between the City and the Union or any employee concerning the interpretation, enforcement or application of any provision of this Agreement shall be adjusted in the following manner:

A. The grievance shall be discussed by the employee involved with the City. The answer shall be orally submitted by the City within ten (10) calendar days to the employee involved and to the Union President.

B. If the grievance is not settled by the provision of Section 3A, it shall be submitted, in writing, to the Union Grievance Committee. Within ten (10) calendar days, the Union Grievance Committee shall determine, in its sole discretion and judgment, whether or not a grievance exists within the terms and conditions of this Agreement.

1. If the Union Grievance Committee finds a grievance does exist, the Committee shall submit,

**MCALISTER IAFF COLLECTIVE BARGAINING AGREEMENT 2009-2010**

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in writing, the grievance and written report of their fact-finding investigation to the Fire Chief for adjustment.

2. If the Union Grievance Committee finds a grievance does not exist, no further proceedings shall be necessary.

C. The Fire Chief shall submit his answer, in writing, to the employee involved and to the Union Grievance Committee within five (5) business days. If the grievance has not been settled within that time, it then shall be sent to the City Manager for adjustment.

D. The City Manager shall submit his answer, in writing, to the Grievance Committee within ten (10) business days. If the Fire Chief, the employee involved, the City Manager, and the Union Grievance Committee have not settled the grievance within that time, it shall be submitted to arbitration for adjustment as follows:

1. The bargaining agent and the City shall each select and name one (1) arbitrator and shall immediately thereafter notify each other, in

**McALESTER IAFF COLLECTIVE BARGAINING AGREEMENT 2009-2010**

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writing, of the name and address of the person so selected.

2. The two (2) arbitrators so selected and named shall, within ten (10) days, agree upon and select a third arbitrator.

3. If, on expiration of the period as above stated, the arbitrators are unable to agree upon the selection of a third arbitrator, the bargaining agent and the City shall request the Federal Mediation and Conciliation Service to provide a list of five (5) arbitrators.

4. Within seven (7) calendar days from the receipt of such panel, the two (2) arbitrators already selected shall meet and alternately strike names until one (1) arbitrator remains who shall be chairman of the Arbitration Board. The City shall strike the first name.

5. The Arbitration Board (acting through its Chairman) shall call a hearing to be held within thirty (30) calendar days after the date of the appointment of the Chairman.

**McALESTER IAFF COLLECTIVE BARGAINING AGREEMENT 2009-2010**

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6. Within twenty (20) days after the conclusion of the hearing, the arbitrators shall issue a written opinion containing findings and recommendations with respect to the issue presented. A copy of the opinion shall be mailed or delivered to the Union and the Employer.

7. With respect to the interpretation, enforcement, or application of the provisions of this Agreement, the decision, findings and recommendations of the arbitrator shall be final and binding on the parties to this Agreement.

8. The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement hereto. The arbitrator shall have no jurisdiction to establish provisions of a new Agreement or variation of the present Agreement or to arbitrate away, in whole or part, any provisions or amendments thereof. This shall not preclude individual wage grievance.

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9. The cost of the impartial arbitrator shall be shared equally between the Union and the City. If a transcript of the proceedings is requested, then the party so requesting shall pay for it.

**SECTION 4.** All time limits set forth in this Article may be extended by mutual consent but if not so extended, they must be strictly observed. If a party fails to pursue any grievance within the time limits provided, he shall have no further right to continue the grievance.

**SECTION 5.** It is specifically and expressly understood that filing a grievance under this Article, which has as its last step final and binding arbitration, constitutes an election of remedies and a waiver of any and all rights by both parties, the Union, or other representatives of the party, to litigate or otherwise contest the last answer rendered through the Grievance Procedure in any Court or other appeal forum.

**ARTICLE 13**

**MAINTENANCE OF PHYSICAL CONDITION AND FITNESS FOR DUTY**

**SECTION 1.** The City and Union mutually recognize that the health and physical fitness of its Firefighters are of paramount



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importance. It is recognized that it is each employee's responsibility to maintain a physical condition sufficient to perform the position he/she holds. In order to maintain said condition, City may develop, and each employee shall undertake, a program of progressive physical condition and exercise on a regular basis.

**SECTION 2.** The City agrees that positions shall be filled with due regard to the physical capabilities of applicants and in that regard, the City may, at any time, order an employee to undergo fitness-for-duty medical examinations at the City's expense. The City will advise the employee, in writing, of the basis for the examination and shall furnish a copy of said examination to the affected employee. If it is determined by the established medical evaluation procedure that the employee in question is not physically fit for duty, a written explanation will be forwarded to the employee at that time. The employee will be placed on probation as required by the appropriate medical authority. If the medical authority determines that a life-threatening condition exists, suspension may be ordered.

**SECTION 3.** An employee who is suspended or terminated from active duty for failure to meet physical requirements shall not

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have any of his accrued legal rights penalized by action of this Article.

**SECTION 4.** It is understood and agreed that the City shall seek and receive from Union input as to review and conditioning programs. It is agreed that the City and Union have, by this Article, made a mutual commitment to improve the physical health and safety of the members of the bargaining unit. The physical conditioning program shall not be employed in a disciplinary or correctional manner. Prior to participation in the program, each employee shall receive medical evaluation to establish participation parameter.

**ARTICLE 14**

**MERIT INCREASES**

**SECTION 1.** The parties hereto recognize that increases and steps of pay are to be granted on the basis of merit, knowledge and performance, and that employees are not automatically entitled to step increases. In order to insure proficiency in advancement, the City may administer proficiency examinations. It is agreed that no merit increases will be granted for the term of the contract for FY 2009-2010 as a cost saving measure.

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**SECTION 2.** The City will prepare proficiency examinations with respect to training and materials actually made available at least sixty (60) days prior to the testing date.

**SECTION 3.** All employee merit evaluations will occur on his/her current anniversary date and that date thereafter unless the employee is promoted or demoted. Anniversary date is as defined in Article 6 above.

**SECTION 4.** Employees promoted to a higher rank shall move one step back from the step they were in at a lower rank in the new higher pay class while the employee is on probation. Once released from probation, the employees will advance to the same pay step they had previously held, but in the new classification. If the increase in pay while on probation is less than 3 percent of the previous base pay the employee will be placed in the same step of the new classification and will not receive an increase when released from probation.

**ARTICLE 15**

**HOURS OF DUTY**

**SECTION 1.** Employees shall work a schedule of twenty-four (24) hours on-duty and forty-eight (48) hours off-duty.

**SECTION 2.** Employees work period shall be twenty-seven (27) days averaging two hundred and four (204) hours per work period on an annual period.

**SECTION 3.** Shift change shall be executed at 0700. In the event an employee is moved from one station to another station during the normal shift the employee will receive normal city mileage for the distance they travel from one station to another to compensate him/her for use of their personal vehicle. The travel expense will be calculated and submitted quarterly.

**SECTION 4.** It is agreed that members of the bargaining unit who are injured as a result of their personal pursuits while on the Employer's premises shall have no basis for claim against the Employer under Title 85 of the Oklahoma Statutes, entitled "Workmen's Compensation".

**ARTICLE 16**

**CALL BACK AND OVERTIME**

**SECTION 1.** Employees who are called back to duty from an off-duty status shall be credited with a minimum of one (1) hour of duty at a time and one-half computation. A callback list shall be established beginning with the most senior fire department member to the least senior member. When situations arise that require one or more employees to be employed for 12 hours or more at time and one-half (1 ½) their regular rate of pay, due to occurrences relating to manning the employee at the top of the list, will be given the opportunity to work the overtime. Regardless of whether the employee is unable to work or works the callback, his name will go to the bottom of the list. The next employee rotates into the top spot until all employees have been given the opportunity to work the callback.

**SECTION 2.** Overtime shall consist of authorized duty in excess of the number of hours in any scheduled work week. Checking in and checking out time shall not be counted when computing overtime. The Fire Chief or City Manager shall have the authority to schedule departmental meetings six (6) times annually. These meetings will be mandatory for attendance.

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**SECTION 3.** No member of the bargaining unit shall be awarded overtime compensation without the prior approval of the Fire Chief or his designee.

**SECTION 4.** Each employee shall furnish the Manager's Office with a letter from his "outside" employer stating the employee acknowledges that the McAlester Fire Department is his primary responsibility. All "outside" employment shall be approved by the Fire Chief or City Manager each year.

**ARTICLE 17**

**HOLIDAY BANK TIME**

**SECTION 1.** Each employee shall be granted thirteen (13) days of holiday bank time on the first day of January.

**SECTION 2.** Employees may take holiday bank time at any time subject to the following:

- A. It must be approved and scheduled in advance with the Fire Chief or his designee;
- B. It must be taken in amounts not less than twenty-four (24) hours at one occurrence.

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C. Earned time may be taken in twelve (12) hour increments with approval of Captain. Captains shall request approval from the Fire Chief.

**SECTION 3. Holidays observed by the City are:**

- A. New Year's Day
- B. Martin Luther King Day
- C. Good Friday
- D. Memorial Day
- E. Independence Day
- F. Labor Day
- G. Presidents Day
- H. Veteran's Day
- I. Thanksgiving Day and the Friday following Thanksgiving Day
- J. Christmas Day and the day before or the day after, that day being the same as observed by other city employees;
- K. Birthday

**SECTION 4.** In the event other City employees receive an extra holiday during the year, the members of the Fire Department will receive an extra holiday also.

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SECTION 5. All holidays are to be scheduled and used in the calendar year in which the hours are accrued. The only exception will be where an individual cannot take certain hours of leave due to the demands of work as determined by the Fire Chief or his designee. All hours not used at the end of the calendar year must be used within the next three months and, if they cannot be used due to work demands as determined by the Fire Chief, the hours will be paid out of the next regular pay period following March 30<sup>th</sup> of the applicable year. Subject to this exception, holiday leave hours cannot be carried over from year to year.

SECTION 6. Firefighters working holidays shall accrue twelve (12) hours of comp time for working that holiday. This comp time accrual is restricted to fire department employees working the majority of the holiday.

SECTION 7. Firefighters will receive comp time for time spent in class off-duty when the city determines that they are not going to pay for the expenses related to the class or registration fees. These training classes include any class instructed by OSU Fire Service Training or National Fire academy except those incentives taught at the McAlester Fire Department



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by McAlester Fire Department instructors with comp time earned on an hour for hour actually spent in class.

**ARTICLE 18**

**SICK LEAVE**

**SECTION 1.** Each member of the bargaining unit shall accumulate accrued sick leave at the rate of one (1) day per month.

**SECTION 2.** All sick leave accrual shall be subject to a maximum accrual of ninety (90) days as of January 1<sup>st</sup> of each year.

A. Employees hired prior to July 1, 1997, shall sell back one and one-half (1.5) days of accumulate sick leave per month beginning when the employee reaches seventeen and one-half (17.5) years of employment with the McAlester Fire Department. The hourly rate shall be recalculated in January and July of each year and any increase in pay in the last six (6) months shall be used to calculate buyback rate. After the employee's twenty (20) year anniversary date the City shall have

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no further obligation to buy the employee's accumulated leave. However, the employee following his twenty (20) year anniversary date shall be able to accumulate up to forty-five (45) shifts of sick leave. This additional accumulation, plus any sick leave that may have been accumulated prior to the twenty (20) year anniversary date that was not subject to buyback, at retirement, these employees will not be compensated for accrued but unused sick leave.

B. Employees hired after July 1, 1997 will not be entitled to sell back or be compensated for accrued but unused sick leave prior to retirement as stated in Sub-section A. At retirement, employees will be entitled to be compensated for a maximum of 720 hours of accrued but unused sick leave, depending on the amount of accrued leave.

C. Employees hired after July 1, 2007, will not be entitled to sell back or be compensated for accrued but unused sick leave prior to retirement as stated in Sub-section A. At retirement, employees will be entitled to be compensated for

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a maximum of 260 hours of accrued but unused sick leave, depending on the amount of accrued leave.

D. Upon separation, prior to an employee becoming eligible to receive their regular service pension, the employee shall be paid for unused sick leave on a one to three basis i.e. pay for one (1) shift for each three (3) shifts of accumulated leave. However, no employee may receive payment for more than the number of hours set forth in Subparagraph A, B or C above, respectively based on hire date. The parties acknowledge that Administrative Policy No. 27 and Section 3.02 entitled Compensation for Unused Sick Leave contained in the City's Personnel Manual shall not apply to those employees covered by subsection A, B and C above.

**SECTION 3.** Computation of sick leave shall be accomplished and recorded as of December 31<sup>st</sup> of each year by crediting each employee with one (1) day of sick leave for each month of employment during that year, and then deducting one (1) day for each shift period used as sick leave.

**SECTION 4.** Sick leave shall be used when sickness or injury incapacitates employees, which is not job-related.

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**SECTION 5.** Sick leave with pay shall be granted to employees in accordance with the following provisions:

- A. Sick leave used shall not exceed the total amount accrued to the employee at the time of his absence;
- B. Leave without pay may be granted by the Chief or his appointed designee for sickness or injury extending beyond the amount of accrued sick leave;
- C. Non-scheduled work days shall not be included in computing sick leave expenditures; employees shall be granted up to two (2) work days of sick leave as emergency leave with pay in the event of a death or serious illness of the employees or employees' spouses, immediate family and/or grandparents, grandchildren, aunts and uncles.

**SECTION 6.** Employees who are absent from duty for reasons which entitle them to sick leave shall notify the Chief, or his designee, within a reasonable time after their usual reporting time, if physically able to do so. Reasonable time is generally considered to be one (1) hour after the usual reporting time.

**SECTION 7.** Sick leave with pay in excess of two (2) work days for reasons of personal illness or injury shall be allowed

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only after presentation of a written statement by physician certifying that the employee's condition or his immediate family's condition prevented him from appearing for work or presenting himself for duty. Employee calling in for sick leave shall leave telephone number and address where he/she can be reached. Employee will be checked. Failure to answer telephone check will result in loss of pay for that shift. A written reprimand will accompany the loss of pay.

**SECTION 8.** All costs for medical care required by employee because of an injury in the line of duty shall be the responsibility of the City through the Workmen's Compensation system. However, an employee may not receive both paid benefits in the form of sick leave and/or injury leave, and concurrently receive benefits in the form of temporary disability payments through the State-required Workmen's Compensation System.

**SECTION 9.**

A. Employees who accrue sick leave in excess of their maximum accumulation days during any year shall be permitted to exchange such excess for annual leave time on a three to one (3 to 1) basis (three (3) sick days of such leave for one (1) day of annual leave) or to be paid for such excess on the same basis

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(payment for one (1) annual leave day for each three (3) sick days). Excess sick leave will be exchanged for annual leave at the rate of three (3) for one (1) in January following the year in which it is earned.

B. A one-day bonus shall be given to any member of the Fire Department who has not used a sick day during the year. Accumulation of ninety (90) sick days is not necessary to receive the bonus day. The City reserves the right to determine whether any buy back of sick leave shall occur. For buy back purposes, refer to Administrative Policy No. 27. Buy back of sick leave under Section 2A shall have no effect on receiving the one (1) day bonus. Bonus day is to be taken and not bought back.

**SECTION 10.** As a matter of definition, one sick day will be equal to one twenty-four hour shift. This sick day accrual will be at the rate of one day per month.

**SECTION 11.** Upon depletion of sick leave for any reason, the City will grant an employee one-shift advancement of sick leave for every year of service up to a maximum of twenty (20) shifts. The employee will pay back any advancement within a thirty (30) month period.

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Employees will be eligible for the employee donation program if they have exhausted all sick leave, including any advanced leave by the Employer. Any advance not paid back when an employee terminates for any reason may be deducted from employees' last check.

**ARTICLE 19**

**INJURY LEAVE**

**SECTION 1.** Injury leave shall be granted to any member of the bargaining unit who is injured on the job or who contracts an occupational illness on the job.

A. Injury leave will not exceed sixty (60) consecutive scheduled shifts for each injury or occupational illness.

B. Injury leave will be granted only on the written recommendation and evaluation of a medical doctor. In the event an employee is granted injury leave, such employee shall submit a physician's written evaluation for each thirty (30) days so granted for injury leave, or any portion thereof, until said employee returns to work.

C. Injury leave granted under this provision will not be applied against accumulated sick leave. Employees will not

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accumulate sick leave during the time they are on injury leave.

D. Should an employee die as a result of an occupational illness or injury sustained on the job, the City agrees to pay funeral expenses of the deceased employee up to a maximum of \$5,000.

**ARTICLE 20**

**SENIORITY**

**SECTION 1.** Seniority shall mean the status attained by length of continuous service for the Employer. It shall commence from the date on which the employee becomes a regular employee upon satisfactory completion of, not to exceed one (1) year, probationary period.

**SECTION 2.** Upon completion of the probationary period, the employee shall be credited toward seniority with the time served during the probationary period.

**SECTION 3.** Where two or more employees in the same classification were appointed on the same date, their relative seniority standing shall be determined in the order of their employment application.



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**SECTION 4.** Seniority shall be lost upon the occurrence of any of the following:

- A. Discharge, if not reversed;
- B. Resignation;
- C. Unexcused failure to return to work upon the expiration of a formal leave of absence, and
- D. Retirement.

**ARTICLE 21**

**UNIFORM ALLOWANCE AND PROTECTIVE EQUIPMENT**

**SECTION 1.** Such uniforms and/or equipment will be repaired or replaced by the City, when, in the opinion of the Chief, or his designee, such repairs or replacements are deemed necessary.

**SECTION 2.** Each employee shall be responsible for the proper care and maintenance of his assigned protective equipment, and if such equipment is lost or damaged through over-sight or inattention by the individual employee, then said employee shall be financially responsible for the repair or replacement of such equipment.

**SECTION 3.** Each employee shall receive a clothing allowance in the amount of four hundred fifty (\$450.00) dollars per

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year, to be used only for the purchase and replacement of items of uniformed clothing as prescribed by the Fire Department Rules and Regulations. Employee may submit requests for uniform purchase, said purchase to be charged against his/her uniform allowance. Footwear shall be limited to a maximum of one hundred fifty dollars (\$150.00) to be deducted from the four hundred fifty (\$450.00) dollars clothing allowance. Scuba or repelling equipment should be limited to a maximum of two hundred seventy-five (\$275.00), which will be deducted from the four hundred fifty dollar (\$450.00) annual clothing allowance.

**SECTION 4.** The City shall make every good faith effort to schedule a uniform vendor on the premises, on not less than a quarterly basis.

**ARTICLE 22**

**ANNUAL LEAVE**

**SECTION 1.** Employees with zero (0) to five (5) years of service shall earn twelve (12) hours per month of annual leave with pay each calendar year, or a total of six (6) days per year.

**SECTION 2.** Employees with five (5) to ten (10) years of service shall earn twenty (20) hours per month of annual leave with pay each calendar year or a total of ten (10) days per year.

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**SECTION 3.** Employees with excess of ten (10) years of service shall earn thirty (30) hours per month of annual leave with pay each calendar year or a total of fifteen (15) days per year.

**SECTION 4.** The vacation schedule shall be posted no later than the 1st day of February, and employees may sign and bid for vacation scheduling through the 1st day of March. Seniority shall be a factor in granting annual leave. The Fire Chief or his designee shall schedule annual leave.

**SECTION 5.** Employees may accumulate annual leave up to a maximum of forty-five (45) calendar days. The City may buy back any excess annual leave over the forty-five (45) day maximum but not to exceed the (10) days over forty-five (45) days. The City reserves the right to determine whether any buy back shall be affected.

**SECTION 6.** One (1) day equals twenty-four (24) hours (1 = 24 hours).

**SECTION 7.** An employee's annual leave accumulation shall be reduced by at least one and one-half (1.5) days per month beginning when the employee reaches seventeen and one-half (17.5) years of employment with the McAlester Fire Department. As the

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accumulation is reduced, the City shall pay the employee for the excess over accumulation. The City shall be required to purchase no more than two and one-half (2.5) days per month of excess annual leave at the employee's normal rate of pay on an hour per hour basis. The hourly rate shall be recalculated in January and July of each year and any increase in pay in the last six (6) months shall be used to calculate buyback rate.

**SECTION 8.** However, the employee following his twenty-year anniversary date shall be able to accumulate up to twenty-two and one half (22.5) shifts of annual leave, plus any annual leave that was accumulated but not purchased under Section 7. The City shall have no further obligation to buy the employee's accumulated leave nor will any additional accumulated leave be subject to buy back.

**ARTICLE 23**

**DUES AND SUBSCRIPTIONS**

**SECTION 1.** The employer agrees to pay all dues, certification fees, recertification fees, and subscription fees for all employees qualified for membership or certification in the following organizations:

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- A. Oklahoma State Firefighters Association;
- B. National Registry of Emergency Medical Technicians;
- C. Oklahoma State Emergency Medical Technicians Association.
- D. Pittsburg County Fire Fighters Association

**ARTICLE 24**

**INSURANCE**

**SECTION 1.** The City shall have no responsibility to offer or provide any insurance to members of the bargaining unit. For FY 2009-2010, the City shall pay to the designated representative of the members of the bargaining unit \$627.91 per covered employee which is the current actual cost to the City of providing each City employee with medical, dental and life insurance. The parties agree that this provision is designed to resolve this matter for FY 2009-2010 only and that both parties will present proposals governing health insurance for future contacts, including the Local's right to reassert language for this Section as it existed in agreements prior to FY 2008-2009.

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**SECTION 2.** Should the bargaining agent provide the City thirty days' notice prior to the beginning of a new contract year that they wish to join the City's medical insurance plan, the City agrees to accept all employees subject to acceptance by the City's insurance carrier.

**SECTION 3.** The Employer agrees to payroll deduct dependent coverage for members of the bargaining unit who have authorized and approved such payroll deduction.

**ARTICLE 25**

**UNIFORM MAINTENANCE ALLOWANCE**

**SECTION 1.** Each employee shall be responsible for cleaning and laundering of uniforms and maintenance of footwear.

**ARTICLE 26**

**LONGEVITY SERVICE PAY**

**SECTION 1.** In addition to the base rate for each position, City agrees to provide a longevity service pay benefit for each member of the bargaining unit, which shall be calculated on a basis of five-dollars (\$5.00) per month for each year of

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continuous service with the City. The longevity benefit shall commence with the fifth anniversary date of employment. Said longevity shall be paid semi-annually in the months of June and December of each calendar year with a maximum benefit of thirty (30) years.

**ARTICLE 27**

**DUES DEDUCTIONS**

**SECTION 1.** City agrees to deduct regular monthly Union dues from earned wages of those members of the bargaining unit. The deduction shall be made from one (1) paycheck each month. The check for the total payment of dues withheld by the City shall be made monthly to the Secretary-Treasurer of the Union.

**SECTION 2.** Employees authorizing deductions shall present an executed authorization card to the City more than thirty (30) days prior to the beginning date of the deduction.

**SECTION 3.** City shall deduct dues only from employee's paycheck, and will not deduct initiation fees, special assessments, fines or other deductions. Deductions shall be at a stated rate throughout the term of the collective bargaining agreement executed

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herein. No deductions shall be made when the salary to be paid an employee is not sufficient to cover the amount to be deducted.

**SECTION 4.** All deductions will be for the month in which they are taken. All deductions refundable at the time of termination or resignation shall be refunded by the Union. The City shall not be responsible for errors or omissions. In the case of an error or improper deduction made by the City, a proper adjustment of same shall be made by the Union with the employee affected.

**SECTION 5.** The Union shall indemnify, defend, and hold the City harmless against any and all claims made, and against any suit instituted against the City on account of payroll deduction of Union dues. The cost for the payroll deduction service charged by the City shall be in accordance with the following:

A. All extra work or expense incurred by the City because of requests or delays in furnishing information, materials, or supplies by the Union, or due to the furnishing of indefinite, erroneous or conflicting data shall be paid for or borne by the Union. The charges are to be based upon the City's actual cost and will be due and owing to the City upon delivery of an itemized invoice to the Union;



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B. For normal services contemplated by this section, the Union shall be charged \$200.00 per year.

C. City shall not be liable either at law or equity for any damages incurred by the Union which occurs from the City's non-performance or delay of the duties and obligations of this covenant, where such non-performance or delay is due to fire, electrical or machine failure, strike, lock-out, governmental order or regulation, or any other failure similar or dissimilar beyond the City's reasonable control.

D. Any member of the Union wishing to stop Union dues deductions shall notify the personnel/payroll office by the first day of each month.

E. Employees in the bargaining unit who are not members of the Union may voluntarily elect to have an amount deducted from their paycheck, which reflects 85% of the monthly Union dues amount. In order to provide for such a voluntary, monthly deduction from a paycheck, an employee must present an executed authorization card to the City more than thirty (30) days prior to the beginning date of the deduction. Further, any such employee may revoke such authorization and such voluntary deduction at any time, upon presenting written notice of

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revocation to the City more than thirty days prior to the next deduction.

**SECTION 6.** The Employer agrees to make payroll deductions of an IAFF payroll assessment fee in addition to those provided in Section 1 from the paychecks of dues-paying members of the Union. The assessment shall be applicable to members who have signed and have on file with the Employer a voluntary, effective, authorized and approved payroll deduction card. The special assessment shall be revocable by the Employee notifying Employer in writing. The Union shall be notified of any revocation.

**ARTICLE 28**

**WAGES**

**SECTION 1.** For FY 2009-2010, members will not receive an across the board increase effective as of July 1, 2009.

**FIREFIGHTERS PAY RANGE**

Captains C-19

Lieutenants C-17

Operators C-15

Firefighter II C-13

Firefighter I C-11

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**Probationary Firefighter C-9**

**SECTION 2.**

A. All members of the Fire Department shall obtain State EMT Certification within the first two (2) years of employment with the McAlester Fire Department unless circumstances warrant extending the time period by the Fire Chief. After the first registry obligation there will be no further requirements to maintain National EMT Certification status. Each firefighter/officer shall receive an additional \$20.00 per month per training sticker, not to exceed \$470 per month for all stickers and units inclusive and those identified by separate article in Article 36. Only five (5) refresher stickers will be counted toward training sticker incentive pay. The second five (5) training stickers may include one (1) refresher sticker per course only. Each party reserves the right to request reopening this contract if requirements of EMTs change during the course of this contract period.

B. Each firefighter obtaining an Associate's Degree shall receive \$25.00 per month over base salary. Each firefighter obtaining a Bachelor's Degree shall receive \$50.00 per month over base salary. Each firefighter obtaining a Master's Degree shall

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receive \$75.00 per month over base salary. These educational incentives are not cumulative, and satisfactory proof of qualification must be provided by the firefighter.

C. Each firefighter shall receive an additional \$10.00 a month for obtaining the first instructor certification and \$5.00 a month for the next three (3), with a maximum of \$25.00 a month. Instructor certifications are limited to Instructor Level I, Instructor Level II, Fire Cause Determination and Investigation (FCDI), Level I, FCDI, Level II and CPR Instructor.

D. Each firefighter/officer shall receive an additional \$50.00 per month over base salary for obtaining the qualifications required to be a Fire Department Inspector/Investigator.

E. Each firefighter/officer shall receive an additional \$5.00 per month per Hazardous Material Training course not to exceed \$25.00 per month. Each firefighter/officer shall receive an additional \$5.00 per month per Hazardous Material Train-the-Trainer course or Hazardous Material Response Team Instructor (as identified in Article 36, Section 4) not to exceed \$25.00 per month. This incentive is no long obtainable after 07-01-05.

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Incentives earned under this sub-section prior to 07-01-05 shall continue.

F. Certified EMT instructors shall receive one hundred fifty dollars (\$150.00) a month incentive pay. No more than two EMT instructors will be eligible to receive this pay and the Fire Chief shall be responsible for making the assignments.

G. No more than three employees will be assigned to perform mechanic duties. These employees will receive an additional \$150.00 per month incentive pay. Duties are outlined in the Rules and Regulations. Designation of the mechanics and any additional duties and responsibilities shall be solely designated by the Fire Chief.

H. Each firefighter will be paid twenty (\$20) dollars per month for completion of any OSU rescue series and vehicle extrication. This is subject to the incentive limitation as identified in Article 28, Section 2a. All members of the McAlester Fire Department shall obtain and maintain Hazardous Materials Operations Level Certification. Any employee wanting to receive incentive pay and serve on Hazardous Materials Response Team (HMRT) at Technician certification level will be paid an additional seventy-five (\$75.00) per month. Not subject to

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limitation as identified in Article 28, Sec.2-A. Employees may sign up for this incentive upon completion of the course or each year in July. Employees may remove this incentive after two (2) years of signing up. (This would allow for the choice to be on the HMRT.) Should the number of Techs fall below the required minimum, the Employer may request negotiations and re-open this section of the agreement with ten (10) days notice to the Bargaining Agent.

I. The Fire Marshal shall receive an additional one hundred fifty dollars (\$150) per month for successfully completing and maintaining CLEET Certification and Bonding.

**SECTION 3.**

A Firefighter shall obtain the rank of Firefighter II after:

- A. The successful completion of Oklahoma State Fire Service Training Recruit School.
- B. The successful completion of EMT basic training and issuance of the Oklahoma State EMT registration.
- C. The successful completion of five (5) Oklahoma State Fire Service training stickers.
- D. Anniversary date shall be date of obtaining rank of Firefighter II.

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**SECTION 4.** A new recruit has to have completed OSU training courses A and B, Recognizing and Identifying Hazardous Materials, and Wild Land Fire. Rodney Ragan and Larry Glover shall be grandfathered in as having completed these courses even though OSU Fire Service Training does not recognize that they have completed the course.

**ARTICLE 29**

**SAVINGS CLAUSE**

**SECTION 1.** If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the invalidity shall not effect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are severable.

**SECTION 2.** It is understood that the foregoing is a complete understanding of all the terms and conditions of employment to be governed by this Agreement during the contract period, and it cannot be altered in any manner save by the complete written concurrence of the parties subscribing hereto.

**SECTION 3.** Any Appendices to this Agreement shall be numbered, dated and signed by the Employer and the Union, and

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shall be subject to the provisions of this Agreement unless the terms of said Appendices specifically delete or change a provision of this Agreement; and all Appendices shall become part of this Agreement as is specifically set forth herein.

**SECTION 4.** It is understood that all time limits found within this Agreement may be extended by mutual concurrence.

**ARTICLE 30**

**REIMBURSEMENT FOR PERSONAL PROPERTY**

**SECTION 1.** Personal articles necessary to enable Firefighters to better perform their duties that are damaged or broken in the line of duty shall be repaired or replaced at the option of the City; however, with regard to watches, the City's responsibility to repair or replace may not exceed \$75.00.

**SECTION 2.** Personal articles, as contained in this Article, shall include, but are not limited to: 1. Prescription eyeglasses and/or contact lens; 2. Dentures; 3. Hearing aides; 4. Watches; 5. Medical ID jewelry.

**SECTION 3.** A written report of the damage or breakage shall be made to the on-duty Shift Commander when such damage or breakage occurs.



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**SECTION 4.** When repair or replacement is necessary, the Firefighter's report stating how, when, and where such damage or breakage occurred shall be forwarded to the Fire Chief.

**ARTICLE 31**

**WORKING OUT OF CLASSIFICATION**

**SECTION 1.** When an authorized budgeted position is temporarily and/or permanently vacant and the Fire Chief has authority to fill said vacancy, the Fire Chief shall appoint an employee to fill said vacancy on a temporary basis.

**SECTION 2.** After forty-five (45) calendar days from the date of actual vacancy, an employee appointed to fill that position on a temporary basis shall be entitled to receive the base salary pay of that position. Once the position is permanently filled, this working out of classification pay shall cease on the date of the permanent appointment.

**ARTICLE 32**

**GARNISHMENTS AND LEVY ON WAGES**

**SECTION 1.** Employees shall be expected to pay their bona fide debts so as not to bring discredit to the department and the City.

**SECTION 2.** Failure to comply with this Article by means of the City being served with a Garnishment and/or Levy on Wages on an employee may be cause for dismissal, providing such employee has had more than two (2) Garnishments and/or Levy on Wages served on the City for process within one (1) calendar year, excluding continuous orders.

**ARTICLE 33**

**UTILITY SUBSIDY**

**SECTION 1.** Each employee residing within the McAlester City limits will be required to pay 100% of his/her municipal utility bill.

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**ARTICLE 34**

**SHORT TIME LEAVE**

**SECTION 1.** Fire personnel may take leave off in twelve (12) hour increments, provided such absence does not create manning problems. Such short-time leave shall be deducted from accrued, unused holiday, sick or annual leave, as appropriate under existing criteria for leave usage in Article 17, 18 or 22, subject to Management or Management's designee's discretion as listed in each specific article.

**ARTICLE 35**

**PROMOTION PLANS FOR McALESTER FIRE DEPARTMENT**

**SECTION 1.** The Promotion Board shall consist of five members: City Manager or his designee, Fire Chief, Local 2284 Union President, and two (2) at-large firefighters elected by the Bargaining Unit. The City Manager, Fire Chief, and Union President shall serve as long as they occupy the office described above. The at-large representatives shall serve a period of two (2) years. Each member shall have one (1) vote and the majority

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of the votes shall be the final decision on Promotion Board matters. The Fire Chief shall serve as Board Chairman.

**SECTION 2.** Eligibility questions and Promotional Issues not contained specifically herein shall be posed to the Promotion Board for a ruling. If such an issue should arise any member will call the Board Chairman and it shall be his purpose to set notice, call meetings, and notify each member when a Promotion Board meeting is required.

**SECTION 3.** All testing for promotion shall contain at least three (3) applicants. In the event there are not three (3) applicants eligible as identified in Section 4, the Promotion Board shall recess back one day at a time, utilizing time in service, until at least three (3) applicants are obtained. If more than one applicant falls eligible in the same day that the third applicant has become eligible, then these applicants will likewise be eligible.

**SECTION 4.** Eligibility requirements for promotion shall be:

A. Driver/Operator - Must have been a firefighter for three (3) years without any interrupted service with the McAlester Fire Department.

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B. Lieutenant - Must have six (6) years of uninterrupted service with the McAlester Fire Department and three (3) years of the six (6) years must have been as a Driver/Operator.

C. Captain - Must have nine (9) years of uninterrupted service with the McAlester Fire Department and three (3) years of the nine (9) years must have been as Lieutenant.

D. Training Captain/Fire Marshal - Must have nine (9) years of uninterrupted service with the McAlester Fire Department and three (3) years of the nine (9) must have been as a Lieutenant. Must have satisfactorily completed the following O.S.U. Fire Service Training Courses:

Fire/Arson Detection (12 hours),

Fire Cause Determination and Investigation Level II (72 hours), Fire Instructor Level II

Inspection Practices (60 hours),

Three (3) college hours relating to Fire Inspection Practices or a Fire Service Training Inspection Certificate from O.S.U., and eight (8) weeks of Basic Police Academy Training by C.L.E.E.T.

Should any employee applying not have the required C.L.E.E.T. training or the three (3) college hours relating to

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Fire Inspection Practices but meet all other criteria, then these requirements shall be waived. The Fire Marshal appointed will have up to one (1) year to successfully complete these requirements unless Management determines that additional time is necessary to complete these requirements.

**SECTION 5.** All tests shall be administered by O.S.U. Fire Service Training and shall consist of 100 multiple choice, true/false, or matching questions; the combination to be determined by O.S.U. Each question shall be worth one (1) point each. For Captain the test questions shall come from the most current edition of the following books: Company Officer, 40 questions; Fire Instructor, 30 questions; Essentials, 30 questions. For Lieutenant the test questions shall come from the most current edition of the following books: Company Officer, 35 questions; Fire Instructor, 30 questions; Essentials, 35 questions. For Driver/Operator the test questions shall come from the most current edition of the following books: Apparatus, 60 questions; Essentials, 40 questions. Passing score shall be a minimum of 60 points. If an applicant achieves the minimum passing score, they shall add one (1) point for each year of service over the minimum eligibility requirement for the

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position; they shall add one (1) point for each year of in grade-service over the minimum eligibility requirements; they shall add one (1) point for each Certified Fire Instructor class (I or II) and one (1) point for each Fire/Arson class (I or II). A practical examination on streets, driving and operation of tools and apparatus utilizing a checklist shall be prepared and agreed upon by both parties on the Driver/Operator exam and a copy of the last street exam be provided to all applicants two weeks prior to the exam. This checklist and street test will be prepared within the Department, with the street test being prepared and the streets chosen on the day of the exam. For Fire Marshal/Training Captain the test questions shall come from the most current edition of the following books: Company Officer, 30 questions; Fire Instructor, 30 questions; Essentials, 10 questions and Inspection Practices, 30 questions.

**SECTION 6.** The Fire Chief shall make the promotional appointment from either of the top two (2) applicants with the highest total score. If the highest scoring applicant is not chosen the Chief shall give a reasonable explanation of why the highest scoring applicant was not chosen. Scores shall remain valid and eligible for one (1) year. If another vacancy occurs

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within this one (1) year, the Chief shall then make his appointment from the top two (2) applicants on the eligibility list.

**SECTION 7.** Any employee who has been reduced in rank by administrative action or on his/her own accord will not be eligible to test for that position for a period of one year.

**SECTION 8.** The Chief or his designee shall post an opening for promotion testing within thirty days from the date the position has become vacant.

**SECTION 9.** Any applicant who is eligible to test for any promotion shall notify the Chief in writing within the allotted deadline.

**SECTION 10.** Upon the Fire Chief's promotional appointment the successful appointee will have a performance evaluation in six (6) months to sustain the appointment.

**ARTICLE 36**

**DEPARTMENTAL FIRE SERVICE TRAINING**

**SECTION 1.** Basic Continuing Education - Basic fire fighting continuing education shall consist of the following O.S.U. Fire



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Service courses and the minimum training required for completion of each course.

Unit 1-U1, Forcible Entry, Rope and Portable Fire Extinguisher-18 hours

Unit 2-U2, Ladder Practices-30 hours

Unit 3-U3, Hose Practices-30 hours

Unit 4-U4, Salvage and Overhaul Practices-24 hours

Unit 5-U5, Fire Stream Practices-48 hours

Unit 6-U6, Fire Apparatus Practices-60 hours

Unit 7-U7, Ventilation Practices-20 hours

Unit 8-U8, Rescue Practices-48 hours

Unit 9-U9, First Aid Practices-40 hours

Unit 10-U10, Inspection Practices-60 hours

**SECTION 2.** Change over to New System - Both parties agree that the Fire Department shall change over to the new O.S.U. Fire Service record-keeping system on July 1, 1993.

**SECTION 3.** Additional Continuing Education Courses  
Additional fire-fighting continuing education shall consist of the following O.S.U. Fire Service courses, under the new record-keeping system, and the minimum training required for completion of each course.

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Unit 11-U11, Basic Strategy and Tactics-30 hours

Unit 12-U12, Firefighter Safety and Protective Equipment-24 hours

Unit 13-U13, Fire Behavior and Chemistry of Fire-24 hours

Unit 14-U14, Self-Contained Breathing Apparatus and Cascade-12 hours

Unit 15-U15, Company Officer-30 hours

Unit 16-U16, Public Fire Education-18 hours

Unit 17-U17, Wild Land Firefighting Fundamentals-16 hours

Unit 18-U18, Leadership for Company Officer-30 hours

Unit 19-U19, Industrial Fire Protection-20 hours

Unit 20-U20, Fire Fighter Health and Safety-36 hours

**SECTION 4. Hazardous Material Training** -- Hazardous material training courses shall consist of the following O.S.U. Fire Service, N.F.A. Fire Service Training courses and/or Train-the-Trainer hand-off courses and the minimum training required for completion of each course.

Hazardous Materials Incident Analysis-12 hours

Hazardous Materials the Pesticide Challenge-12 hours

Recognizing and Identifying Hazardous Materials-8 hours

Incident Command System-12 hours

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Hazardous Materials Response Team Training-36 hours

Hazardous Materials Operations-48 hours

Hazardous Materials Technician-80 hours

LPG Class- 12hours

Emergency Vehicle Driver Training- 8 hours

Confined Space Operations- 24 hours

Confined Space Rescue- 40 hours

Emergency Response to Terrorism- 16 hours

Should any of the "Hazardous Material Train the Trainer" courses be discontinued by the O.S.U. or N.F.A., employees having had the course either within the Fire Department or outside the department and being certified as a Level I or II instructor shall then meet the qualifications required to instruct these courses within the McAlester Fire Department and receive the incentive pay attached to these courses.

Each firefighter who attends Officer and Leadership courses that are only offered through OSU Fire Service Training or National Fire Academy and taught by their instructors will qualify as additional continuing education courses as if listed in Section 3.

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**ARTICLE 37**

**PENSION/RETIREMENT**

**SECTION 1.** In accordance with 11 O.S. 49-122, the City shall contribute the statutorily required percentage of the employees' total actual paid gross salaries to the Oklahoma Firefighters Pension and Retirement System.

**SECTION 2.** In accordance with 11 O.S. 49-122, the employee shall contribute eight percent (8%) to the Oklahoma Firefighters Pension and Retirement System. The new conversion calculation shall begin on December 1, 2006.

**SECTION 3.** All other terms of pension and retirement shall be governed by the Oklahoma Firefighters Pension and Retirement System as provided in 11 O.S. 49-100.1 to 11 O.S. 49-143, et al.

**ARTICLE 38**

**TRANSFERS**

**SECTION 1.** Any Full-time employee working for the City of McAlester excluded as an employee under the terms and conditions of this agreement may transfer into the Fire Department and the Bargaining Unit subject to approval by the Fire Chief and City

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Manager and pursuant to the terms of the agreement and the following sections.

A. Any full-time employee who is approved for transfer into the Fire Department shall be allowed to transfer annual leave and sick leave accumulation into the Fire Department at a rate of eight (8) hours per day of accumulated leave. Annual leave accrual rates shall be based on time in service as an employee as defined in Article 6 of the Agreement.

B. Any full-time employee who is approved for transfer into the Fire Department shall have longevity figured on continuous time in service with the City of McAlester rather than service with the Fire Department.

C. Any full-time employee who is approved for transfer into the Fire Department shall begin his/her salary at the beginning pay classification, Step One (1) for a Fire Recruit. However, if the employee has prior documented fire service experience or is at least a Certified EMT he/she may begin his/her salary at Steps Two (2) or Three (3) but still at the same pay grade of a Fire Recruit.

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D. Any successful applicant who is not a City employee shall likewise start at the Fire Recruit pay classification, Step One (1) unless he/she has prior documented fire service or is at least a Certified EMT. He/she too, must start at the Fire Recruit pay classification but start at a higher step grade as described in Section Four.

**SECTION 2.** Fire Department Employees (as defined under Article 6) transferring within the Department from a Line position to a Staff position or from a Staff position to a Line position shall make the conversion pursuant to the terms of the agreement and the following sections or sub-sections.

A. Any employee transferring from a Line position to a Staff position shall be allowed to maintain all annual leave and sick leave accumulations based on the total hours allowed under Article 22 and Article 18. Example: A) 45 days X 24 hrs = 1080 hours of annual leave accumulation. B) 90 days X 24 hrs = 2160 hours of sick leave accumulation. The employee may exercise an option to have all hours of accumulation reduced to eight hour days and to be compensated for all excess

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leave over and above the maximum accumulations on an hour for hour basis at the employee's regular hourly rate of pay. Example: 1200 hours of annual leave accumulation reduced to maximum of 360 hours leaving 840 hours to be bought back by the City at the employee's hourly rate; or 2400 hours of sick leave accumulation reduced to maximum of 720 hours leaving 1680 hours to be bought back by the City at the employee's hourly rate.

B. Any Employee transferring from a Line position to a Staff position shall accrue or earn annual leave and sick leave in the following manner.

1. Employees with less than nine (9) years of service shall not be allowed to transfer from a Line position to a Staff position.

2. Employees with nine years of service shall earn fourteen (14) hours per month of annual leave with pay each calendar year or a total of twenty-one (21) days per year and shall take annual leave based on eight (8) hours = one (1) day of leave.

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3. Staff employees will earn sick leave at a rate of eight (8) hours per month and shall take sick leave based on eight (8) hours = one (1) day of leave.

4. Staff employees will receive thirteen (13) holidays based on eight (8) hours = one (1) holiday.

5. Staff Employees shall begin to earn their leave and Holidays based on an eight (8) hour day (forty (40) hour work-week) on the first (1st) day of the month following the transfer from line to staff. All leave and holidays earned prior to this date will be at the 24-hour day. (Fifty-three (53) hour week)

6. Staff Employees shall work a schedule of eight (8) hours per day five (5) days per week or forty (40) hours per week. The daily and weekly work schedule is flexible and may be scheduled with the approval of the Chief as long as forty (40) hours per week are scheduled and worked.



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C. Fire Department Employees (as defined under Article 6) transferring within the department from a Staff position to a Line position shall earn and accumulate all leave as listed in the specific article of the agreement for such leave beginning on the first (1st) day of the month the transfer takes place. All leave and holidays earned while employed as a Staff Employee will be at eight (8) hours = one (1) day rate.

**SECTION 3.** Transfers within the same pay grade from Staff to Line position or from Line to Staff position may be allowed only if the employee has tested for and is still eligible to fill a position that is created or has become vacant, or the employee is transferring to a position, either Staff or Line, that the employee formerly held.

**ARTICLE 39**

**ALCOHOL AND DRUG TESTING POLICY**

**SECTION 1. Alcohol and Drug Testing Policy and Purpose**

The purpose of this article is to maintain a work environment that is safe and conducive to high work standards. The policy is a joint effort of the City of McAlester and the

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IAFF Local 2284 for the elimination of substance abuse and the improvement of related job performance. Having a substance abuse problem may render an employee unfit for duty. Such behavior shall not be tolerated and the City will administer a program to educate employees regarding the hazards of substance abuse and to eliminate such abuse. The City's program shall include efforts to rehabilitate employees suffering from substance abuse problems. This policy shall be in accordance with and administered pursuant to OKLA. STAT. title 40, 551, et, seq.: The Oklahoma Standards for Workplace Drug and Alcohol Testing Act, 49 U.S.C. sections 2717 and 1434 of the Federal statutes and the Department of Transportation (D.O.T.) Rules and Regulations found at 40 CFR Part 121 and 40 CFR Parts 382, 391, and 392 and any amendments thereto. Drug or alcohol testing required by and conducted pursuant to federal law or regulation shall be exempt from the provisions of the Standards for Workplace Drug and Alcohol Testing Act and the rules promulgated pursuant thereto.

**SECTION 2. Effective Date**

This policy will be effective thirty (30) days after official posting and following distribution of the policy to all members of the bargaining unit.

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**SECTION 3. Application and Violation**

This policy shall apply to all employees of the McAlester Fire Department. Employees who violate any aspect of this policy (including receiving a confirmed positive test or refusing to submit to testing) may be subject to disciplinary action, up to and including termination.

**SECTION 4. Pre-Placement Testing**

All applicants for position with the McAlester Fire Department shall undergo drug and alcohol testing as part of their physical prior to assignment.

Job applicants shall be tested only after conditional offer of employment. Refusal to undergo a test, or a confirmed positive test, shall be the basis for withdrawing offer of employment.

**SECTION 5. Random Testing**

- A. The City may request or require unit members to undergo drug testing on a random selection basis.
- B. "Random selection basis" means a mechanism for selecting employees for drug testing that:

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1. Results in an equal probability that any employee from the group of employees subject to the selection mechanism will be selected; and
  2. Does not give the employer discretion to waive the selection of any employee selected under the mechanism.
- C. Unit employees shall be randomly tested at the following test rates:
1. The maximum yearly percentage rate for random-controlled substances testing shall be twenty-five (25%) percent of all Fire Department members.
- D. The City shall strive to ensure that random-controlled substance tests, conducted pursuant to this article, are unannounced. Following the testing of the pool of Fire Department members, the City will provide the Union President a listing of all members scheduled for testing and those tested.
- E. Every unit member who is selected for random drug testing shall proceed to the test site immediately upon notification, unless the unit member is actively performing a safety-sensitive function at the time of notification, which will not reasonably allow his/her replacement. In

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such cases, the unit member's supervisor shall ensure that the unit member proceeds to the testing site as soon as possible.

F. Unit members will be informed that they have been selected to submit samples after they have arrived at work on the day of collection. Specimen collections shall occur as soon as possible after the beginning of the work shift. Unit members shall be tested only during working hours.

G. Fire Department employees shall be considered a separate pool of employees for purposes of random testing.

**SECTION 6. Reasonable Suspicion**

Drug and alcohol testing may be required of any employee if there is "reasonable suspicion" that the employee is using or has used drugs or alcohol in violation of this policy. Reasonable suspicion is, among other things:

5.1 Observable and articulable phenomena, such as physical symptoms or manifestation of being under the influence of drugs or alcohol while at work or on duty:

5.2 The direct observation of such use while at work or on duty.

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5.3 A report of drug or alcohol use while at work or on duty provided by reliable and credible sources and which have been independently corroborated;

5.4 Evidence that an employee is involved in the use, possession, sale, solicitation, or transfer of drugs while on duty or while on the employer's premises or operating the employer's vehicle, machinery, or equipment.

No testing under "reasonable suspicion" shall be initiated unless the circumstances are properly reviewed and agreed upon by a least two (2) supervisory-level personnel within the Fire Department. A written record of the observations leading to any drug or alcohol tests shall be created by the supervisor(s) who made such observations within 8 hours of the observed behavior.

**SECTION 7. Post-Accident Testing**

Post-accident drug and alcohol testing may be conducted on any employee where there has been damage to City property which the City reasonably believes at the time exceeds \$500.00 or where there has been injury to any employee or third party, or where there exists "reasonable suspicion" that the accident, injury, or damage was a result of the use of drugs or alcohol by the employee.

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**SECTION 8. Post-Rehabilitation Testing**

The City of McAlester may require an employee to undergo drug or alcohol testing without notice for a period of two (2) years after returning to work after a confirmed positive test and/or following participation in a drug or alcohol dependency treatment program. (Post-rehabilitation testing shall be in addition to any other testing the rehabilitation program requires.)

**SECTION 9. Substance for Which Test May be Given (Includes Related Metabolites)**

- 9.1 Ethyl Alcohol or Ethanol (beer, liquor, etc.)
- 9.2 Cannabinoids or Marijuana (pot, weed, grass)
- 9.3 Cocaine (including crack)
- 9.4 Amphetamines (including speed)
- 9.5 Opiates (including morphine, codeine, dilaudid, percodan)
- 8.6 Phencyclidine (including angel dust, PCP)

Threshold reporting levels shall be those established and maintained by the Federal Department of Transportation and as utilized by the National Institute for Drug Abuse.

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**SECTION 10. Testing Methods and Collection Procedures**

10.1 All collection and testing shall be done in accordance with the rules promulgated by the Oklahoma State Board of Health.

10.2 All sample collection and testing for drugs and alcohol pursuant to the provisions of this article shall be conducted in accordance with the following:

- a. Samples shall be collected and tested by labs deemed qualified by the State Board of Health.
- b. The collection of samples shall be performed under reasonable and sanitary conditions.
- c. A sample shall be collected in sufficient quantity for splitting into separate specimens pursuant to rules of the State Board of Health to provide for any subsequent independent analysis in the event of challenge of the test results on the main specimen.
- d. Samples shall be collected and tested with due regard to the privacy of the individual being tested. In the instance of urinalysis, no



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employer shall observe an applicant or employee in the process of producing a urine sample.

e. Sample collections shall be documented, and the documentation shall include:

1. Labeling of samples so as reasonably to preclude the probability of erroneous identification of test results, and
2. An opportunity for the applicant or employee to provide notification of any information which the applicant or employee considers relevant to the test, including identification of currently or recently used prescription or non-prescription drugs, or other relevant information.

**SECTION 11. Cost**

The City shall pay all costs of testing for drugs or alcohol required by this policy including confirmation tests required by this policy. If an employee requests a retest of a sample in order to challenge the results of a positive test result, the employee shall pay all costs of the retest. If the retest

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reverses the findings of the challenged positive test, the City shall reimburse the individual for the cost of the retest.

**SECTION 12. Refusal to Undergo Testing; Tampering with Samples**

Employees refusing to undergo testing according to the terms of this policy shall be subject to disciplinary action up to and including termination. Employees found supplying or attempting to supply an altered sample or a substituted sample, not their own, by whatever means, shall be subject to disciplinary action up to and including termination.

**SECTION 13. Confidentiality**

The City shall treat all tests and all information related to such test, including interviews, memoranda, reports, and statements as confidential.

**SECTION 14. Disciplinary Action**

The City shall not take disciplinary action against any employee who tests positive for drugs or alcohol unless the test is confirmed by a second test performed on the same sample using the methods prescribed by the Oklahoma Standards for Workplace Drug and Alcohol Testing Act. However, this shall not preclude the use of paid leave in cases involving reasonable suspicion.

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Non-probationary employees with a previously satisfactory work record will be given an opportunity to continue employment after an initial occurrence of a positive drug or alcohol test. Some period of leave with pay may be granted dependent on the employee's leave accrual for the employee to be enrolled in an approved rehabilitation program.

Continued employment, if offered, shall be contingent upon the employee agreeing in writing to undergo random or periodic drug and/or alcohol post-rehabilitation testing for two (2) years.

If an employee tests positive for drugs and alcohol, said employee may be suspended, demoted, or terminated following a pre-termination hearing. Employees refusing to enroll in an approved rehabilitation program shall be terminated.

**SECTION 15.** Upon demand that the employee submit a sample for testing, the employee shall receive a written description of his/her rights, obligations and options, as set forth in subsection 1 below. Thereafter, the employee shall be escorted to the designated medical or collection facility where samples will be given for the purpose of analysis.

**A. RIGHTS OF EMPLOYEES UNDER THE SUBSTANCE ABUSE POLICY FOR THE CITY OF McALESTER**

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You, as an employee of the City of McAlester, have been asked to give the City a breath sample for alcohol testing and/or a urine sample for drug testing under the substance abuse policy. You, as an employee, have the following rights:

1.               You may refuse to provide the City with the appropriate sample. However, if you refuse, it may result in termination of your employment.
2.               If you agree to give a breath and/or urine sample for testing, you will be asked to sign a consent form which authorizes the taking and sending of the sample to the laboratory used by the City to conduct the analysis and to release said results of the analysis to the medical review officer and to the designated Substance Abuse Policy Administrator for the City of McAlester, which is the Personnel Director for the City of McAlester.
3.               If you agree to be tested, you will be escorted to a medical facility by the applicable supervisor. If you are tested for alcohol and not drugs, you will be returned to work upon a negative finding subject to special instruction for safety-sensitive employees. If positive, you will be unable to return to work for at least twenty-four (24) hours

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and will be subject to possible disciplinary action. Upon being tested for drugs under reasonable suspicion, post accident, or post vehicular accident testing, you will be suspended with pay. Suspension will be effective immediately after the testing and shall be for the period of time required to process, screen and confirm test results. If your test results are negative, you will be reinstated and all reference to the suspension shall be removed from your personnel file. Random testing and return to duty follow-up testing for drugs does not require immediate suspension.

4. If your test results are positive for drugs or alcohol, you will be given the opportunity to participate in the Employee Assistance Program. Participation in the Employee Assistance Program will not avoid any discipline, including termination, which may be imposed.
5. You may, within seventy-two (72) hours on receipt of the drug test results, request the split specimen be analyzed by a different certified laboratory site.

If you request the split specimen test, you will be responsible for its cost unless the test results are negative.

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On this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, I \_\_\_\_\_

Have read the foregoing rights and fully understand them.

\_\_\_\_\_  
Employee Signature

Prior to testing, the employee shall sign a consent form authorizing: (1) the medical facility to take the specimen; and (2) authorizing the testing laboratory to release the test results to the medical review officer and the designated substance abuse policy administrator. The consent form shall provide space for the employee to acknowledge that he or she has been notified of the substance abuse policy. An employee's refusal to sign the consent form shall constitute a refusal to be tested.

**MEDICAL CONSENT AND RELEASE OF INFORMATION**

The undersigned voluntarily consents and agrees, as a condition of employment, to submit to a drug and/or alcohol test, which may include a urine test for controlled substances and/or evidential breath or blood alcohol test by doctors or other qualified persons.

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The results of any such examination and tests may be released to the Personnel Director of the City of McAlester, Oklahoma.

I hereby release the physicians, medical facilities, clinics, and their employees, agents and representatives from any and all liability, except for inaccurate test results arising from the release and use of the information discovered in such test including the results of any test and any decision regarding my employment or prospective employment with the City of McAlester, Oklahoma.

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(Employee Signature)

**CONFIDENTIALITY OF TESTING RESULTS AND RECORDS**

- A. The City shall maintain all drug and alcohol test results and related information including, but not limited to, interviews, reports, statements and memoranda, as confidential records separate from other personnel records.
- B. Such records, including the records of the testing facility, shall not be used in a criminal proceeding or a civil or administrative proceeding, except in administrative actions taken by the employer.

**McALESTER IAFF COLLECTIVE BARGAINING AGREEMENT 2009-2010**

- C. The records maintained by the City shall be the property of the employer and, upon request of the unit member, shall be made available for inspection and copying to the unit member.
- D. The City shall not release records to any person other than the unit member or the City's medical review officer except the list of those scheduled for testing and those who have been tested to the Union President, unless the unit member, in writing following receipt of the test results, has expressly granted permission for the City to release such records or pursuant to valid court order.
- E. A testing facility, or any agent, representative or designee of the facility, or any review officer shall not disclose to any employer, based on the analysis of a sample collected from a unit member for the purpose of testing for the presence of drugs or alcohol, any information relating to:
1. The general health, pregnancy or other physical or mental condition of the unit member;
  2. The presence of any drug other than the drug or its metabolites that the City requested to be identified and for



**McALESTER IAFF COLLECTIVE BARGAINING AGREEMENT 2009-2010**

which a medically acceptable explanation of the positive result, other than the use of drugs, has not been forthcoming from the unit member, provided however, a testing facility shall release the records of the drug or alcohol test, and any analysis and information related thereto, to the individual tested upon his request.

- F. If the test result is negative, the MRO shall only inform the City that the test was negative without disclosing any other information.

**EMPLOYEE ASSISTANCE PROGRAM (E.A.P.)**

The City shall maintain either an in-house or contract an "Employee Assistance Program", which at a minimum provides for drug and alcohol dependency evaluation and referral services for substance abuse counseling, treatment or rehabilitation.

**APPEAL PROCEDURES AND REMEDIES**

- A. Unit members may appeal any discipline imposed as a result of drug or alcohol testing via the grievance procedure.
- B. The Oklahoma Standards for Workplace Drug and Alcohol Testing Act provides that any person aggrieved by a willful violation of the Act may institute a civil action for declaratory or injunctive relief and damages, and provide for

**McALESTER IAFF COLLECTIVE BARGAINING AGREEMENT 2009-2010**

misdemeanor penalties for knowing and willful violations of the Act.

- C. The party's agreement to random drug testing in no way diminishes, acquiesces, or removes a unit member's civil rights under the U.S. Constitution.

**ARTICLE 40**

**HEALTH AND SAFETY COMMITTEE**

There is hereby established a Health and Safety Committee and responsibilities are as follows:

**SECTION 1.** Committee shall consist of five (5) members, which include one firefighter, one driver, one lieutenant, one captain, and the Fire Chief or his designee.

**SECTION 2.** Any and all recommendations shall be presented to the Fire Chief for action or non-action. If this committee disagrees with the Chief's action or non-action, the matter shall automatically go to the Safety Officer.

**SECTION 3.** The Safety Officer will review all details and submit a final report in writing to the Chief and Safety Committee.

**McALESTER IAFF COLLECTIVE BARGAINING AGREEMENT 2009-2010**

**SECTION 4.** The Committee of Rank will be selected to serve as follows:

- A) Firefighters will designate their representative
- B) Drivers will designate their representative
- C) Lieutenants will designate their representative
- D) Captains will designate their representative

**SECTION 5.** It is understood this committee will act solely as an advisory and non-authoritative committee.

**ARTICLE 41**  
**AFFILIATION LEAVE**

**SECTION 1.** Any employee who becomes an officer or maintains an appointment on a fire service related board or committee such as Fire Chiefs Association, International Association of Arson Investigators, Oklahoma State Firefighter Pension Board, Oklahoma State Firefighters Association, International Association of Fire Fighters, Professional Fire Fighters of Oklahoma, State Fire Marshals Office at either the state or national level shall be given time off of up to one day per month to attend committee meetings, board meetings, or conventions. This leave will not be accumulated from month to month.

**McALESTER IAFF COLLECTIVE BARGAINING AGREEMENT 2009-2010**

IN WITNESS WHEREOF, the parties hereto have set their hands

this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

CITY OF McALESTER, OKLAHOMA  
A Municipal Corporation

By \_\_\_\_\_  
Mayor of McAlester

INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS  
Local 2284  
Bargaining Agent

By \_\_\_\_\_  
President of Bargaining Agent

ATTEST:

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

\_\_\_\_\_  
Secretary of Bargaining Agent

# FIRE FIGHTERS/FIRE UNION CONTRACT

Pay Plan for FY 2009-2010

## BASE PAY SCHEDULE

Incentives not part of base pay.

	1YR	1YR	1YR	1YR	2YR	2YR	2YR	2YR	2YR	2YR		ANNUAL SALARY	
STEP	1	2	3	4	5	6	7	8	9	10		STEP 1	STEP 10
F9 - RECRUIT													
MONTHLY												31,836	41,544
SEMI-MO													
HOURLY	10.90	11.23	11.57	11.92	12.28	12.64	13.02	13.37	13.81	14.23			
ANNUAL													
F11 - FIREFIGHTER I													
MONTHLY												33,756	44,040
SEMI-MO													
HOURLY	11.56	11.91	12.26	12.63	13.01	13.40	13.80	14.22	14.64	15.08			
ANNUAL													
F13 - FIREFIGHTER II													
MONTHLY												35,784	46,692
SEMI-MO													
HOURLY	12.25	12.62	13.00	13.38	13.79	14.20	14.63	15.07	15.52	15.99			
ANNUAL													
F15 - DRIVER/OPERATOR													
MONTHLY												37,932	49,488
SEMI-MO													
HOURLY	12.99	13.38	13.78	14.19	14.62	15.06	15.51	15.98	16.45	16.95			
ANNUAL													
F17 - LIEUTENANT													
MONTHLY												40,200	52,452
SEMI-MO													
HOURLY	13.77	14.18	14.61	15.05	15.49	15.96	16.44	16.93	17.44	17.96			
ANNUAL													
F19 - CAPTAIN													
MONTHLY												42,612	55,596
SEMI-MO													
HOURLY	14.59	15.03	15.48	15.95	16.43	16.92	17.42	17.95	18.49	19.04			
ANNUAL													

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is entered into this \_\_\_\_\_ day of May, 2010, by and between the City of McAlester and the International Association of Firefighters, Local No. 2284, individually and on behalf of Aaron Boatright and Dustin Jenson. This MOU is designed to reflect the agreement reached between the parties as part of ongoing discussions in connection with the resolution of outstanding issues involving a Collective Bargaining Agreement for FY 2009-2010; an unfair labor practice charge filed by Local 2284 with the Oklahoma Public Employees Relations Board, PERB # 2010-ULPC-485; an unfair labor practice charge filed by Local 2284, PERB Case # 2010-ULPC-483 regarding the issue of step increases and a grievance filed by Local 2284 regarding the decision of the City to layoff Aaron Boatright and Dustin Jenson on January 5, 2010.

Based on the discussions between the City and Local 2284, it is agreed and understood as follows:

1. The City of McAlester agrees that it will fill three slots for the position of fire fighter in the Suppression Division of the McAlester Fire Department.
2. Pursuant to Article 11, Section 2, the City will notify Aaron Boatright and Dustin Jenson, in writing and by certified mail, of openings for the position of fire fighter and their right of first refusal to accept re-employment with the McAlester Fire Department. Aaron Boatright and Dustin Jenson will have fifteen (15) days from receipt of the notification to accept re-employment. In the event that either person does not respond and accept re-employment by the end of the fifteen day period, the City will have no further obligation to extend employment to that person and will proceed to fill the position(s) with an eligible candidate(s).
3. It is specifically understood and agreed that the offer extended to Aaron Boatright and Dustin Jenson is for re-employment and is not considered reinstatement. Consequently, it is understood and agreed that they will not be eligible for back pay or back benefits from January 5, 2010, until the date of re-employment.
4. For and in consideration of the representations of the City regarding its agreement to extend an offer of re-employment to Aaron Boatright and Dustin Jenson, Local 2284 agrees to dismiss with prejudice its unfair labor practice filed with PERB, Case No. 2010-ULPC-485 and to dismiss its grievance filed with reference to the City's decision to layoff Aaron Boatright and Dustin Jenson.
5. Local 2284 further agrees to dismiss with prejudice its unfair labor practice charged filed with PERB, Case No. 2010-ULPC-483 filed with reference to the issue of step increases for bargaining unit members in light of the agreement of the parties that no merit increases will be paid to bargaining unit members under the Collective Bargaining Agreement for FY 2009-2010 as a cost saving measure.

6. Local 2284 agrees that it has the authority to enter into this MOU on its on behalf, on behalf of its members and on behalf of Aaron Boatright and Dustin Jenson and that there terms of this MOU will be binding upon its members and Mr. Boatright and Mr. Jenson.
7. The City and Local 2284 acknowledge and agree that the terms of this MOU are designed to amicably settle outstanding disputes between the parties as addressed in the unfair labor practice and the grievance filed on behalf of Aaron Boatright and Dustin Jenson based on a specific set of facts. As such, it shall have not precedential value and may not be used by either the City or Local 2284 in any subsequent proceeding or grievance between the parties except for any alleged breach of the terms and conditions specifically set forth herein.

CITY OF MCALESTER

IAFF, LOCAL 2284

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Peter Stasiak  
City Manager

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Mark Parker  
President



# McAlester City Council

## AGENDA REPORT

Meeting Date: June 22, 2010  
Department: City Manager  
Prepared By: Peter J. Stasiak  
Date Prepared: June 15, 2010

Item Number: 12  
Account Code: \_\_\_\_\_  
Budgeted Amount: \_\_\_\_\_  
Exhibits: 2

### Subject

Consider, and act upon, an Ordinance amending The McAlester City Code, Article IV, Solid Waste, Division II, Section 106.327, Charges for removal of Refuse, Sub-Paragraphs (a) and (b); Enacting Section 106.328, Recycling and Creating a Recycling fee; amending Division III, Section 106.358, Establishing a Landfill fee to comply with Federal Mandated Subtitle "D" Regulations; and amending Section 106.359, Establishing a .25 cent fee to comply with State Landfill Requirements, and Declaring an Emergency.

### Recommendation

Motion to approve an Ordinance amending The McAlester City Code, Article IV, Solid Waste, Division II, Section 106.327, Charges for removal of Refuse, Sub-Paragraphs (a) and (b); Enacting Section 106.328, Recycling and Creating a Recycling fee; amending Division III, Section 106.358, Establishing a Landfill fee to comply with Federal Mandated Subtitle "D" Regulations; and amending Section 106.359, Establishing a .25 cent fee to comply with State Landfill Requirements, and Declaring an Emergency.

### Discussion

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	PJS	06/15/10
City Manager	PJS <i>[Signature]</i>	06/15/10



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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA AMENDING THE MCALESTER CITY CODE, ARTICLE IV, SOLID WASTE, DIVISION II, SECTION 106.327, CHARGES FOR REMOVAL OF REFUSE, SUB-PARAGRAPHS (a) and (b); ENACTING SECTION 106.328, RECYCLING AND CREATING A RECYCLING FEE; AMENDING DIVISION III, SECTION 106.358, ESTABLISHING A LANDFILL FEE TO COMPLY WITH FEDERAL MANDATED SUBTITLE "D" REGULATIONS; AND AMENDING SECTION 106.359, ESTABLISHING A TWENTY-FIVE-CENT FEE TO COMPLY WITH STATE LANDFILL REQUIREMENTS, AND DECLARING AN EMERGENCY.

\* \* \* \* \*

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA AS FOLLOWS:

SECTION 1: That the McAlester City Code, Article IV, Solid Waste Division II, Section 106.327, Charges for Removal of Refuse, Sub-paragraphs (a) and (b) are hereby amended as follows:

~~Sec. 106.327 Charges for removal of refuse:~~

~~(a) — The owner or occupant of each of the following premises shall pay to the City for removal of refuse the sum of Twenty Two Dollars Fifty One Cents (\$16.55) per month:~~

- ~~1) — Single family dwelling~~
- ~~2) — Duplex and/or apartment~~
- ~~3) — Church~~

~~(b) — Business establishments, industrial concerns and schools shall be charged on the basis of the following schedule of minimum fees:~~

<del>1 yard dumpster, 2 pickups/week</del>	<del>\$ 23.00/month</del>
<del>1 yard dumpster, 3 pickups/week</del>	<del>34.50/month</del>
<del>1 yard dumpster, 4 pickups/week</del>	<del>46.00/month</del>
<del>1 yard dumpster, 5 pickups/week</del>	<del>57.50/month</del>
<del>1 yard dumpster, 6 pickups/week</del>	<del>69.00/month</del>
<del>2 yard dumpster, 2 pickups/week</del>	<del>46.00/month</del>
<del>2 yard dumpster, 3 pickups/week</del>	<del>69.00/month</del>
<del>2 yard dumpster, 4 pickups/week</del>	<del>92.00/month</del>
<del>2 yard dumpster, 5 pickups/week</del>	<del>115.00/month</del>
<del>2 yard dumpster, 6 pickups/week</del>	<del>138.00/month</del>
<del>3 yard dumpster, 2 pickups/week</del>	<del>69.00/month</del>

<del>3-yard dumpster, 3 pickups/week</del>	<del>103.50/month</del>
<del>3-yard dumpster, 4 pickups/week</del>	<del>138.00/month</del>
<del>3-yard dumpster, 5 pickups/week</del>	<del>172.50/month</del>
<del>3-yard dumpster, 6 pickups/week</del>	<del>207.00/month</del>

~~In any event, the minimum monthly charge shall be \$23.00/month per one-yard dumpster, \$46.00/month per two-yard dumpster, and \$69.00/month per three-yard dumpster, and \$18.06/month for containers of less than one-yard dumpster capacity.~~

Sec. 106.327 Charges for removal of refuse:

(a) The owner or occupant of each of the following premises shall pay to the City for removal of refuse the sum of Twenty Two Dollars Fifty-One Cents (\$22.51) per month.

- 1) Single family dwelling
- 2) Duplex and/or apartment
- 3) Church

(b) Business establishments, industrial concerns and schools shall be charged on the basis of the schedule of minimum fees attached hereto:

SECTION 2: Section 106.328 of the McAlester City Code is hereby enacted to read as follows:

Sec. 106.328. Recycling.

(a) The City hereby establishes a forty-cent (.40¢) recycling fee per month for each and every customer of the City of McAlester to be charged on their monthly utility bill. The basic fee covers costs of recycling drop-off site(s), public education, and administration. These fees are intended to increase the diversion of recyclable materials from landfill disposal, conserve the capacity and extend the useful life of the McAlester Landfill, reduce greenhouse gas emissions, and avoid the potential financial and other consequences to the City of failing to meet State of Oklahoma environmental requirements.

SECTION 3: That Section 106.358 of the McAlester City Code be amended as follows:

~~Beginning March 1, 2007, each and every solid waste customer of the City of McAlester shall be charged a monthly "Landfill Fee" of \$3.89 to meet the added financial requirements of the Federal Subtitle "D" regulations.~~

~~On January 1, 2008, and each January 1 thereafter, the above "Landfill Fee" shall be adjusted after a review of the analysis of the Consumer Price Index (CPI).~~

Beginning July 1, 2010 there will be established a landfill fee of \$4.16 for each and every utility customer of the City of McAlester.

On January 1, 2011 and each January 1 thereafter, the above "Landfill Fee" shall be adjusted after a review of the analysis of the Consumer Price Index (CPI)

SECTION 4: That Section 106.359 of the McAlester City Code be amended as follows:

~~Sec. 106.359 Establishing a twenty five cent fee to comply with state landfill requirements:~~

~~In lieu of adopting the new state scale "fee," the City will continue the old state fee of twenty five cents (\$.25¢) per month for each and every customer of the City of McAlester~~

SECTION 5: EMERGENCY CLAUSE

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

**PASSED and the EMERGENCY CLAUSE ruled on separately this \_\_\_\_\_ day of June, 2010.**

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

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

**ATTEST:**

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

Approved as to form and legality this \_\_\_\_\_ day of June, 2010.

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

**CITY OF MCALESTER**  
**SOLID WASTE PRICING STRUCTURE**  
**COMMERCIAL CUSTOMERS**  
**EFFECTIVE 7/1/2010**

<b>Polycart</b>	<b>AWS</b>	<b>MONTHLY</b>	<b>MONTHLY</b>	<b>CU. YD.</b>	<b>TOTAL</b>	<b>LANDFILL</b>	<b>RECYCLE</b>	<b>TOTAL</b>
<b>Commercial Customers:</b>	<b>MONTHLY</b>	<b>MONTHLY</b>	<b>ADMN FEE</b>	<b>FEE</b>	<b>BASE</b>	<b>FEE</b>	<b>FEE</b>	<b>RATE</b>
	<b>RATE</b>				<b>RATE</b>			
Polycart 1 pickup/wk.	\$ 15.00	\$ 5.00	\$ 4.00	\$ 24.00	\$ 4.16	\$ 0.40	\$ 28.56	

<b>Dumpsters</b>	<b>AWS</b>	<b>MONTHLY</b>	<b>MONTHLY</b>	<b>CU. YD.</b>	<b>TOTAL</b>	<b>LANDFILL</b>	<b>RECYCLE</b>	<b>TOTAL</b>
<b>Commercial Customers:</b>	<b>MONTHLY</b>	<b>MONTHLY</b>	<b>ADMN FEE</b>	<b>FEE</b>	<b>BASE</b>	<b>FEE</b>	<b>FEE</b>	<b>RATE</b>
	<b>RATE</b>				<b>RATE</b>			
2 yd. dumpster 1 pickup/wk.	\$ 30.33	\$ 5.00	\$ 4.33	\$ 39.67	\$ 4.16	\$ 0.40	\$ 44.23	
2 yd. dumpster 2 pickup/wk.	60.67	5.00	8.67	74.33	4.16	0.40	78.89	
2 yd. dumpster 3 pickup/wk.	91.00	5.00	13.00	109.00	4.16	0.40	113.56	
2 yd. dumpster 4 pickup/wk.	121.33	5.00	17.33	143.67	4.16	0.40	148.23	
2 yd. dumpster 5 pickup/wk.	151.67	5.00	21.67	178.33	4.16	0.40	182.89	
2 yd. dumpster 6 pickup/wk.	182.00	5.00	26.00	213.00	4.16	0.40	217.56	
2 yd. dumpster 7 pickup/wk.	212.33	5.00	30.33	247.67	4.16	0.40	252.23	
4 yd. dumpster 1 pickup/wk.	\$ 60.67	\$ 5.00	\$ 8.67	\$ 74.33	\$ 4.16	\$ 0.40	\$ 78.89	
4 yd. dumpster 2 pickup/wk.	121.33	5.00	17.33	143.67	4.16	0.40	148.23	
4 yd. dumpster 3 pickup/wk.	182.00	5.00	26.00	213.00	4.16	0.40	217.56	
4 yd. dumpster 4 pickup/wk.	242.66	5.00	34.67	282.33	4.16	0.40	286.89	
4 yd. dumpster 5 pickup/wk.	303.33	5.00	43.33	351.66	4.16	0.40	356.22	
4 yd. dumpster 6 pickup/wk.	364.00	5.00	52.00	421.00	4.16	0.40	425.56	
4 yd. dumpster 7 pickup/wk.	424.66	5.00	60.67	490.33	4.16	0.40	494.89	
6 yd. dumpster 1 pickup/wk.	\$ 91.00	\$ 5.00	\$ 13.00	\$ 109.00	\$ 4.16	\$ 0.40	\$ 113.56	
6 yd. dumpster 2 pickup/wk.	182.00	5.00	26.00	213.00	4.16	0.40	217.56	
6 yd. dumpster 3 pickup/wk.	273.00	5.00	39.00	317.00	4.16	0.40	321.56	
6 yd. dumpster 4 pickup/wk.	364.00	5.00	52.00	421.00	4.16	0.40	425.56	
6 yd. dumpster 5 pickup/wk.	455.00	5.00	65.00	525.00	4.16	0.40	529.56	
6 yd. dumpster 6 pickup/wk.	546.00	5.00	78.00	629.00	4.16	0.40	633.56	
6 yd. dumpster 7 pickup/wk.	637.00	5.00	91.00	732.99	4.16	0.40	737.55	
8 yd. dumpster 1 pickup/wk.	\$ 121.33	\$ 5.00	\$ 17.33	\$ 143.67	\$ 4.16	\$ 0.40	\$ 148.23	
8 yd. dumpster 2 pickup/wk.	242.66	5.00	34.67	282.33	4.16	0.40	286.89	
8 yd. dumpster 3 pickup/wk.	364.00	5.00	52.00	421.00	4.16	0.40	425.56	
8 yd. dumpster 4 pickup/wk.	485.33	5.00	69.33	559.66	4.16	0.40	564.22	
8 yd. dumpster 5 pickup/wk.	606.66	5.00	86.67	698.33	4.16	0.40	702.89	
8 yd. dumpster 6 pickup/wk.	727.99	5.00	104.00	836.99	4.16	0.40	841.55	
8 yd. dumpster 7 pickup/wk.	849.33	5.00	121.33	975.66	4.16	0.40	980.22	

**Notes:**

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

Council Chambers  
Municipal Building  
June 8, 2010

The McAlester Airport Authority met in a Regular session on Tuesday, June 8, 2010, at 6:00 P.M. after proper notice and agenda was posted June 4, 2010.

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

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

- Approval of the Minutes from the May 25, 2010, Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item C, regarding claims ending June 8, 2010. *(Gayla Duke, Chief Financial Officer)* In the amount of \$2,564.37.
- Confirm action taken on City Council Agenda Item 3, authorizing the Mayor to sign agreements with Oklahoma Municipal Assurance Group (OMAG) for General Liability, Property, Auto Fleet and Equipment Insurance coverage. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item 6, authorizing the Mayor to sign a Renewal Letter with Unitedhealthcare, in the amount of \$572.45/per full time regular employee for the period July 1, 2010 to June 30, 2011, and execute the Letter of Agency authorizing the agent for the City of McAlester health insurance. *(Gayla Duke, CFO)*
- Confirm action taken on City Council Agenda Item 7, taking action to place workers compensation judgments on the property tax rolls of the County. *(Gayla Duke, CFO)*

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

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

Chairman Priddle declared the motion carried.

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

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

Chairman Priddle declared the motion carried.

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Kevin Priddle, Chairman

ATTEST:

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Cora Middleton, Secretary

Council Chambers  
Municipal Building  
June 8, 2010

The McAlester Public Works Authority met in a Regular session on Tuesday, June 8, 2010, at 6:00 P.M. after proper notice and agenda was posted June 4, 2010.

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

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

- Approval of the Minutes from the May 25, 2010, Regular Meeting of the McAlester Public Works Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item C, regarding claims ending June 8, 2010. *(Gayla Duke, Chief Financial Officer)* In the amount of \$72,971.96.
- Confirm action taken on City Council Agenda Item 3, authorizing the Mayor to sign agreements with Oklahoma Municipal Assurance Group (OMAG) for General Liability, Property, Auto Fleet and Equipment Insurance coverage. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item 4, for a repair and maintenance agreement on City of McAlester water storage tanks. *(Mayor Priddle and Vice Mayor Browne)*
- Confirm action taken on City Council Agenda Item 5, a Change Order request for the 14<sup>th</sup> St. & Village Blvd. Utility Extensions Project with Bravo Construction Inc. of Wilburton, Oklahoma. *(David Medley, P.E. & Director of Utilities)*
- Confirm action taken on City Council Agenda Item 6, authorizing the Mayor to sign a Renewal Letter with Unitedhealthcare, in the amount of \$572.45/per full time regular employee for the period July 1, 2010 to June 30, 2011, and execute the Letter of Agency authorizing the agent for the City of McAlester health insurance. *(Gayla Duke, CFO)*
- Confirm action taken on City Council Agenda Item 7, taking action to place workers compensation judgments on the property tax rolls of the County. *(Gayla Duke, CFO)*

- Confirm action taken on City Council Agenda Item 9, an Ordinance authorizing the City of McAlester to proceed with the annexation of additional lands adjacent to the City. (Dahlgren Annexation) *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 10, to consider, and act upon, an Ordinance authorizing the City of McAlester to proceed with the annexation of additional lands adjacent to the City. (Stipe Annexation) *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 11, to consider, and act upon, a Planned Unit Development (PUD) for Hickory Ridge, Phase II. *(Peter J. Stasiak, City Manager)*

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

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

NAY: None

Chairman Priddle declared the motion carried.

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

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

NAY: None

Chairman Priddle declared the motion carried.

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Kevin Priddle, Chairman

ATTEST:

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Cora Middleton, Secretary



Council Chambers  
Municipal Building  
May 25, 2010

The McAlester Retirement Trust Authority met in Regular session on Tuesday, May 25, 2010 at 6:00 P.M. after proper notice and agenda was posted May 21, 2010.

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

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

- Approval of the Minutes from the April 27, 2010, Regular Meeting of the McAlester Retirement Trust Authority. (*Cora Middleton, City Clerk*)
- Approval of Retirement Benefit Payments for the Period of May, 2010. (*Gayla Duke, Chief Financial Officer*) In the amount of \$44,906.21.

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

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

Chairman Priddle declared the motion carried.

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

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

Chairman Priddle declared the motion carried.

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Kevin E. Priddle, Chairman

ATTEST:

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Cora Middleton, Secretary