



# McAlester City Council

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## NOTICE OF MEETING

### Regular Meeting Agenda

Tuesday, December 27, 2011 – 6:00 pm  
McAlester City Hall – Council Chambers  
28 E. Washington

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

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

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

Robert Tate, First Indian Baptist Church

### ROLL CALL

### CITIZENS COMMENTS ON NON-AGENDA ITEMS

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

**CONSENT AGENDA**

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

- A. Approval of the Minutes from the December 13, 2011 Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for December 7 through December 20, 2011 *(Toni Ervin, Interim Chief Financial Officer)*

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

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

**AN ORDINANCE AMENDING THE GENERAL ZONING ORDINANCE AND ACCOMPANYING MAP THERETO KNOWN AS GENERAL ZONING ORDINANCE NO. 1843 (1989), BY CHANGING THE CLASSIFICATIONS OF THE ZONING DISTRICT FOR: N ½ NW ¼ (ALSO DESCRIBED AS LOTS 3 AND 4) IN SECTION 2, TOWNSHIP 5 NORTH, RANGE 14 EAST OF THE INDIAN BASE AND MERIDIAN, PITTSBURG COUNTY, STATE OF OKLAHOMA FROM A-1 (AGRICULTURAL DISTRICT) TO C-5 (HIGHWAY COMMERCIAL DISTRICT)**

**SCHEDULED BUSINESS**

- 1. Consider, and act upon, approval of the attached City of McAlester, Oklahoma, Governmental Fund Balance Policy amendment. *(Toni Ervin, Interim CFO)*

Executive Summary

Motion to approve adopting the amendment to our existing Governmental Fund Balance Policy.

- 2. Consider, and act upon, a resolution setting the election dates for Wards 1, 3, 5 and Mayor. *(Cora Middleton, City Clerk)*

Executive Summary

Motion to approve resolution setting the election dates for Wards 1, 3, 5 and Mayor.

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

**Executive Summary**

Motion to approve and act upon to accept the Allied Waste Services (AWS) of Alderson contract and authorize the Mayor to sign the document.

4. TABLED FROM PREVIOUS MEETING - TABLED FROM PREVIOUS MEETING - Consider, and act upon, award of bid to Riverside Autoplex, for the purchase of one (1) New and Unused 2012 Ford F-350 1 Ton Utility Truck. *(David Medley, PE, Director of Utilities)*

**Executive Summary**

Motion to approve a \$28,071 bid award to Riverside Autoplex of Poteau, Oklahoma for the purchase of one (1) New and Unused 2012 F-350 1 Ton Utility Truck.

5. Consider and act upon a change in zoning from A-1 (Agricultural District) to C-5 (Highway Commercial District) *(Peter J. Stasiak, City Manager)*

**Executive Summary**

Motion to approve and act upon changing the existing zoning A-1 (Agricultural District) to C-5 (Highway Commercial District) and authorizing the Mayor to sign the attached Ordinance.

6. Discussion and possible action on open records request regarding MPower financial documents. *(Mayor Kevin Priddle)*

**Executive Summary**

Discussion and possible action on a citizen open records request for financial documents regarding the Mpower Organization.

**NEW BUSINESS**

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

**CITY MANAGER'S REPORT (Peter J. Stasiak)**

- Report on activities for the past two weeks.

**REMARKS AND INQUIRIES BY CITY COUNCIL****RECESS COUNCIL MEETING****CONVENE AS McALESTER AIRPORT AUTHORITY**

*Majority of a Quorum required for approval*

- Approval of the Minutes from the December 13, 2011 Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*

- Confirm action taken on City Council Agenda Item B, regarding claims ending December 20, 2011. *(Toni Ervin, Interim Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 1, approval of the attached City of McAlester, Oklahoma, Governmental Fund Balance Policy amendment. *(Toni Ervin, Interim CFO)*
- Confirm action taken on City Council Agenda Item 2, a resolution setting the election dates for Wards 1, 3, 5 and Mayor. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item 6, on open records request regarding MPower financial documents. *(Mayor Kevin Priddle)*

#### ADJOURN MAA

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

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*Majority of a Quorum required for approval*

- Approval of the Minutes from the December 13, 2011 Regular Meeting of the McAlester Public Works Authority *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending December 20, 2011. *(Toni Ervin, Interim Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 1, approval of the attached City of McAlester, Oklahoma, Governmental Fund Balance Policy amendment. *(Toni Ervin, Interim CFO)*
- Confirm action taken on City Council Agenda Item 2, a resolution setting the election dates for Wards 1, 3, 5 and Mayor. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item 3, authorizing the Mayor to sign a contract with Allied Waste Services of Alderson for the City of McAlester's solid waste collection, removal and disposal. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 4, TABLED FROM PREVIOUS MEETING - Consider, and act upon, award of bid to Riverside Autoplex, for the purchase of one (1) New and Unused 2012 Ford F-350 1 Ton Utility Truck. *(David Medley, PE, Director of Utilities)*
- Confirm action taken on City Council Agenda Item 5, a change in zoning from A-1 (Agricultural District) to C-5 (Highway Commercial District) *(Peter J. Stasiak, City Manager)*



- Confirm action taken on City Council Agenda Item 6, on open records request regarding MPower financial documents. *(Mayor Kevin Priddle)*

#### ADJOURN MPWA

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

*Majority of a Quorum required for approval*

- Approval of the Minutes from the November 22, 2011, Regular Meeting of the McAlester Retirement Trust Authority. *(Cora Middleton, City Clerk)*
- Approval of Retirement Benefit Payments for the Period of December 2011. *(Toni Ervin, Interim Chief Financial Officer)*

#### **RECONVENE COUNCIL MEETING**

#### **ADJOURNMENT**

#### **CERTIFICATION**

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

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

Council Chambers  
Municipal Building  
December 13, 2011

The McAlester City Council met in Regular session on Tuesday, December 13, 2011, at 6:00 P.M. after proper notice and agenda was posted, December 8, 2011, at 10:59 A. M.

**Call to Order**

Mayor Priddle called the meeting to order.

City Attorney, William J. Ervin, Jr. gave the invocation and lead the Pledge of Allegiance.

**Roll Call**

Council Roll Call was as follows:

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

Staff Present: Peter J. Stasiak, City Manager; Toni Ervin, Interim Chief Financial Officer; David Medley, Utilities Director; William J. Ervin, City Attorney and Cora Middleton, City Clerk

**Award Presentation**

Representative Brian Renegar presented the City of McAlester a Citation from the State of Oklahoma Legislature for being named by Keep Oklahoma Beautiful as a finalist in the 21<sup>st</sup> Annual Environmental Excellence Competition.

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

There were no comments.

**Consent Agenda**

- A. Approval of the Minutes from the November 8, 2011 Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of the Minutes from the November 21, 2011 Special Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- C. Approval of the Minutes from the November 22, 2011 Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*

- D. Approval of Claims for November 16<sup>th</sup> through December 6, 2011 (*Toni Ervin, Interim Chief Financial Officer*) In the following amounts: General Fund - \$132,223.04; Nutrition - \$2,293.74; Police Grant Fund - \$13,500.00; Tourism Fund - \$17,207.80; SE Expo Center - \$5,212.58; E-911 - \$3,407.37; Economic Development - \$64,409.41; Gifts & Contributions - \$2,459.00; CDBG Grants Fund - \$75,459.63; Fleet Maintenance - \$26,987.96; Worker's Compensation - \$250.00 and CIP Fund - \$140,625.35
- E. To authorize the Oklahoma Turnpike Authority to put together competitive bidding plans for 2 Mainline and 2 ramp signs at an estimated cost of \$7500.00. (*Peter J. Stasiak, CM*)

Councilman Karr moved to approve the Consent Agenda, seconded by Vice-Mayor Browne.

Before the vote, Councilman Mason requested that items "A, B and C" be removed for individual consideration.

Mayor Priddle stated that the Consent Agenda consisted of items "D and E".

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

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

NAY: None

Mayor Priddle declared the motion carried.

#### **Items removed from Consent Agenda**

- A. Approval of the Minutes from the November 8, 2011 Regular Meeting of the McAlester City Council. (*Cora Middleton, City Clerk*)

Councilman Harrison moved to approve the Minutes from the November 8, 2011 Regular Meeting of the McAlester City Council, seconded by Vice-Mayor Browne.

Before the vote, Councilman Mason commented that the word "ease" on page 10 in the first and second paragraphs was misspelled and should not be used. After a brief discussion among the Council regarding the reference of East Wyandotte, it was agreed that "East" should be stricken from the minutes.

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

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

NAY: None

Mayor Priddle declared the motion carried.

- B. Approval of the Minutes from the November 21, 2011 Special Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*

A motion was made by Councilman Mason and seconded by Councilman Karr to approve the Minutes from the November 21, 2011 Special Meeting of the McAlester City Council.

Before the vote, Councilman Mason commented that on the first page the location of the meeting needed to be corrected to the Council Chambers in the Municipal Building. There was no further discussion, and the vote was taken as follows:

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

NAY: None

Mayor Priddle declared the motion carried.

- C. Approval of the Minutes from the November 22, 2011 Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*

A motion was made by Vice-Mayor Browne and seconded by Councilman Harrison to approve the Minutes from the November 22, 2011 Regular Meeting of the McAlester City Council.

Before the vote, Councilman Mason questioned the posting date of the meeting and Vice-Mayor Browne commented that on the last page the word “decisive” needed to be changed to “divisive”.

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

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

NAY: None

Mayor Priddle declared the motion carried.

Senator Richard C. Lerblance presented the City of McAlester a Citation from the State of Oklahoma Senate for being named by Keep Oklahoma Beautiful as a finalist in the 21<sup>st</sup> Annual Environmental Excellence Competition.

Vice-Mayor Browne moved to open a Public Hearing to address two (2) ordinances. The motion was seconded by Councilman Harrison.

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

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

NAY: None

Mayor Priddle declared the motion carried and the Public Hearing was opened at 6:12 P.M.

### **Public Hearing**

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

**AN ORDINANCE RESTRICTING THE LEASE OF MUNICIPAL PUBLIC PROPERTY, AND ESTABLISHING POLICIES AND PROCEDURES FOR THE AUTHORIZATION OF SUCH LEASES, IN GENERAL; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, AND DECLARING AN EMERGENCY.**

**AN ORDINANCE AMENDING THE GENERAL ZONING ORDINANCE AND ACCOMPANYING MAP THERETO KNOWN AS GENERAL ZONING ORDINANCE NO. 1843 (1989), BY CHANGING THE CLASSIFICATIONS OF THE ZONING DISTRICT FOR: LOT 1, 2, 3, & 5 IN BLOCK 372, IN THE CITY OF McALESTER, FORMERLY SOUTH McALESTER, PITTSBURG COUNTY, STATE OF OKLAHOMA FROM R-1B (SINGLE FAMILY RESIDENTIAL DISTRICT) TO C-3 (GENERAL COMMERCIAL DISTRICT)**

There were no comments from either the public or the Council and Councilman Harrison moved to close the Public Hearing. The motion was seconded by Vice-Mayor Browne, and the vote was taken as follows:

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

NAY: None

Mayor Priddle declared the motion carried and the Public Hearing was closed at 6:13 P.M.

### **Scheduled Business**

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

Executive Summary

Motion to approve the budget amendment ordinance 2392.

### **ORDINANCE NO. 2408**

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

A motion was made by Councilman Karr and seconded by Vice-Mayor Browne to approve **ORDINANCE NO. 2408.**

Before the vote, Ms. Ervin reviewed the amendment and exhibits for the Council.

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

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

NAY: None

Mayor Priddle declared the motion carried.

Councilman Harrison moved for approval of the EMERGENCY CLAUSE, seconded by Vice-Mayor Browne.

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

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

NAY: None

Mayor Priddle declared the motion carried.

2. Consider and act upon, on a Resolution of the City of McAlester against the United States Postal Service closing of the McAlester processing facility. *(Councilman John Browne)*

Executive Summary

Motion to approve Resolution of the City of McAlester against the United States Postal Service closing of the McAlester processing facility.

A motion was made by Vice-Mayor Browne and seconded Councilman Karr to approve a resolution of the City of McAlester against the United States Postal Service closing of the McAlester processing facility.

Before the vote, Vice-Mayor Browne explained why he thought it was important that the City Council adopt this Resolution.

Ms. Marsha Coil addressed the Council concerning the possible closing of the mail processing facility and asked the Council to write letters to the Postal Service. She then explained the possible scenario of what would happen if the facility were closed and all mail was sorted at the Oklahoma City facility.

After a brief discussion, by the Council, of the possible closing the vote was taken as follows:

AYE: Councilman Browne, Karr & Mayor Priddle

NAY: None

ABSTAIN: (Counted as a no vote) Councilman Smith, Harrison & Mason

Mayor Priddle declared the motion failed for lack of a majority vote.

3. **TABLED FROM PREVIOUS MEETING.** Consider, and act upon, an Ordinance restricting the lease of Municipal Public Property, and establishing policies and procedures for the authorization of such leases. *(Sam Mason, Ward 6 Councilman)*

Executive Summary

Motion to approve an Ordinance restricting the lease of Municipal Public Property, and establishing policies and procedures for the authorization of such leases in general. Providing for repeal of conflicting ordinances, and declaring an emergency.

A motion was made by Councilman Harrison and seconded by Councilman Karr to approve an Ordinance restricting the lease of Municipal Public Property, and establishing policies and procedures for the authorization of such leases

Before the vote, Councilman Mason explained why he thought the Council should adopt this Ordinance.

There was a lengthy discussion among the Council concerning some of the possible problems that could arise from the Ordinance, the possible liability that the City might face, requiring adequate insurance for individuals or groups, if the exercise classes were part of the City's wellness program, the right of the citizens to use the public facilities, directing the City Manager to insure that all agreements were in writing and requiring agreements for such leases. During the discussion Councilman Harrison asked that the minutes reflect a consensus among the Council that all agreements should be in writing.

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

AYE: Councilman Mason

NAY: Councilman Harrison, Browne, Karr, Smith & Mayor Priddle

Mayor Priddle declared the motion failed.

Mayor Priddle moved to instruct the City Manager that all agreements should be in writing and submitted with proper insurance. The motion was seconded by Councilman Harrison.

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

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

NAY: None

Mayor Priddle declared the motion carried.

4. Consider, and act upon, approval to purchase seven (7) new Automated External Defibrillator Units and two (2) Surface-Mount AED Wall Cabinets with alarm feature. The new AED Units will replace the obsolete AED Units currently installed at various City of McAlester facilities. *(Peter J. Stasiak, CM)*

Executive Summary

Motion to approve the purchase of seven (7) new Automated External Defibrillator Units and two (2) Surface-Mount AED Wall Cabinets for the amount of \$7650.00 dollars.

A motion was made by Councilman Harrison and seconded by Vice-Mayor Browne to approve the purchase seven (7) new Automated External Defibrillator Units and two (2) Surface-Mount AED Wall Cabinets with alarm feature. The new AED Units will replace the obsolete AED Units currently installed at various City of McAlester facilities.

Before the vote, Manager Stasiak explained that the warranty on the existing AED units had expired in January of 2007 and they were now obsolete and not in compliance with the American Heart Association. He added that the City of McAlester currently had nine (9) AED units; the McAlester Fire Department was updating their existing AED units and would provide four (4) AED units to the City. He stated that the purchase of seven (7) AED units would allow the installation of one (1) AED unit to be installed at the Softball Complex and one (1) AED unit to be installed at the West Hereford Utility Maintenance Facility.

Councilman Smith asked for verification of the locations of the current AED units. There was no further discussion, and the vote was taken as follows:

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

NAY: None

Mayor Priddle declared the motion carried.

5. Consider, and act upon, award of bid to Bobcat Company, for the purchase of one (1) New and Unused 2012 S150 Bobcat Skid-Steer Loader. (*David Medley, PE, Director Utilities*)

Executive Summary

Motion to approve a \$26,385.58 bid award to Bobcat Company of West Fargo, North Dakota for the purchase of one (1) New and Unused Model S150 Skid-Steer Loader.

A motion was made by Councilman Harrison and seconded by Vice-Mayor Browne to award a bid to Bobcat Company, for the purchase of one (1) New and Unused 2012 S150 Bobcat Skid-Steer Loader.

Before the vote, David Medley explained that with the addition of the 4-man crew, to the Utility Maintenance Department, additional equipment would be needed to allow that crew to perform the street repairs they had been created to do. He stated that the Bobcat Skid-Steer Loader had been quoted through the State Central Purchasing Contract. There was no other discussion, and the vote was taken as follows:

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

NAY: None

Mayor Priddle declared the motion carried.

Mayor Priddle stated that the Manager Stasiak had requested that items “6, 7 and 8” be tabled until the next meeting for more information. Councilman Karr moved that items “6, 7 and 8” be



tabled until the next meeting for more information. The motion was seconded by Vice-Mayor Browne.

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

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

NAY: None

Mayor Priddle declared the motion carried and items “6, 7 and 8” were tabled until the next meeting.

6. Consider, and act upon, award of bid to Riverside Autoplex, for the purchase of one (1) New and Unused 2012 Ford F-350 1 Ton Utility Truck. *(David Medley, PE, Director Utilities)*

Executive Summary

Motion to approve a \$28,071 bid award to Riverside Autoplex of Poteau, Oklahoma for the purchase of one (1) New and Unused 2012 F-350 1 Ton Utility Truck.

7. Consider, and act upon, Change Order No. 2 for the Water Treatment Plant Filter & Clearwell Improvements with J. S. Haren Company of Athens, Tennessee. *(David Medley, PE, Director Utilities)*

Executive Summary

Motion to approve Change Order No. 2 to the Water Treatment Plant Filter & Clearwell Improvements to add \$3,300.00 to the current Contract Price of \$429,340.71 resulting in a Contract Price of \$432,640.71. This Change Order also adds an additional 30 days to the Contract time to allow time for the additional work. Substantial Completion with this Change Order is March 1, 2012.

8. Consider, and act upon, award of bid to Hudiburg Auto Group, for the purchase of one (1) New and Unused 2012 Chevy Silverado 1 Ton Utility Truck. *(David Medley, PE, Director Utilities)*

Executive Summary

Motion to approve a \$33,383 bid award to Hudiburg Auto Group of Midwest City, Oklahoma for the purchase of one (1) New and Unused 2012 Chevy Silverado 3500 Crew Cab 1 Ton Utility Truck.

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

Executive Summary

Motion to declare certain vehicles and equipment surplus property and authorizing the sale of them.

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

Before the vote, Manager Stasiak explained that various departments had vehicles and pieces of equipment that were either no longer in service or not repairable and they were requesting that these items be declared surplus and disposed of. Those items are listed below:

<u>Vehicle Number</u>	<u>Make and Model</u>	<u>Serial and VIN Numbers</u>
UTM-40	1991 International dump truck	11HTSCNKN5NH428437
Landfill	John Deere 210C Loader	T021OCC793925
Parks - 6	John Deere F710	MOF'10x030255
Animal Control	2002 Chevy S-10	1GCCS19W228202623
Utility Office – 2	2001 Chevy S-10	1GCCS14W628161503
Cemetery	1997 Crown Vic	2FALP71W1VX217768
One ton truck- S6	1996 Dodge	1B7MF36C3TS629070
Dump truck- WW4	1996 Dodge	1B6ME36COMS350216
PK3O	2000 Crown Vic	2FAFP71W1YX206786

1518 Batwing Brush hog  
Three (3) Flatbed Trailer  
Power curber

<u>Year</u>	<u>Model</u>	<u>VIN Numbers</u>
1998	Crown Victoria	2FAFP71W1WX192207
1993	Caprice	1G1BL5371PR137890
2000	Crown Victoria	2FAFP71W5YX206774
2000	Crown Victoria	2FAFP71W6YX20678
2000	Crown Victoria	2FAFP71W7YX111522
2000	Crown Victoria	2FAFP71W2YX206778
2003	Crown Victoria	2FAFP71W6YX107275
2000	Crown Victoria	2FAFP71W7YX206789
1997	Taurus	1FALP52U6VG3 16917

After a brief discussion among the Council concerning how these items would be disposed of and having any bids received itemized.

Manager Stasiak informed the Council that the 2003 Crown Victoria, serial number ending in 107275, still had approximately \$3,778.00 of value left on the books which would be removed when that unit was disposed of. The other items were fully depreciated. There was no further discussion and the vote was taken as follows:

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

Mayor Priddle declared the motion carried.

10. Consider and act upon a change in zoning from R1-B (Single Family Residential District) to C-3 (General Commercial District) (*Peter J. Stasiak, City Manager*)

Executive Summary

Motion to approve and act upon changing the existing zoning R1-B (Single Family Residential District) to C-3 (General Commercial District) and authorizing the Mayor to sign the attached Ordinance.

### **ORDINANCE NO. 2409**

**AN ORDINANCE AMENDING THE GENERAL ZONING ORDINANCE AND ACCOMPANYING MAP THERETO KNOWN AS GENERAL ZONING ORDINANCE NO. 1843 (1989), BY CHANGING THE CLASSIFICATIONS OF THE ZONING DISTRICT FOR: LOT 1, 2, 3, & 5 IN BLOCK 372, IN THE CITY OF MCALESTER, FORMERLY SOUTH MCALESTER, PITTSBURG COUNTY, STATE OF OKLAHOMA FROM R-1B (SINGLE FAMILY RESIDENTIAL DISTRICT) TO C-3 (GENERAL COMMERCIAL DISTRICT)**

A motion was made by Vice-Mayor Browne and seconded by Councilman Harrison to approve **ORDINANCE NO. 2409.**

Before the vote, Manager Stasiak explained that this item had been addressed by the Planning and Zoning Commission on November 15, 2011 and they had unanimously voted to recommend the approval of the rezone. He added that no letters in favor or opposition had been received. There was no other discussion and the vote was taken as follows:

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

NAY: None

Mayor Priddle declared the motion carried.

### **New Business**

There was no new business.

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

Manager Stasiak reported that the City had started the kickoff with the CivicPlus Website design and they had requested that one (1) of the Council be on the steering committee. He commented that the "Safety Crew" for the month of November was the Street Department. He stated the Auditors had completed their in house work and they were now preparing the preliminary audit. He informed the Council that Wal-Mart had donated a 52" television for the dispatch area and the repair work on Electric Avenue was almost complete.

### **Remarks and Inquiries by City Council**

Councilman Karr wished Councilman Garvin a speedy recovery and he thanked the Street and Utility departments for their work on Electric Avenue.

Councilman Mason inquired about the update on the Allied Waste Contract, the solid waste Ordinance and the status of the Codification contract. He also suggested that the steering committee for the Website not be limited to one (1) Councilman.

Manager Stasiak informed the Council that he and the City Attorney had met with Allied again last week. He expected to hear from them anytime and he would like to have it before the Council on December 27<sup>th</sup>. He added that the Ordinance should be ready when the contract was ready.

Mr. Ervin explained that he had made and emailed some recommended changes to Municipal Code and they had made some changes and sent those to the clerk. He stated that the Clerk had forwarded that information to him and would be ready within the next week or two (2) for final signatures.

Councilman Smith asked that the codification contain an index that could be used to find items in the Code. He commended the City and employees for the lighting display. He then wished everyone a safe and Merry Christmas.

Councilman Harrison also wished Councilman Garvin a speedy recovery. He commented that the grand opening and ribbon cutting for Great Balls of Fire had been yesterday and there had been an excellent turnout for that. He congratulated the McAlester Buffaloes for their fantastic season and the OSU Cowboys for winning the Big 12 Championship.

Vice-Mayor Browne wished the City employees and all of the citizens of McAlester a Merry Christmas. He reminded everyone about how great a town McAlester was to live in, there was so many things going on to help people. He stated how disappointed he was with less than a majority vote of the Council a message was sent that they did not want to fight for middle class jobs in the City.

Mayor Priddle thanked the City employees, specifically the City Manager for the hard work that they do and he wished everyone Safe and Merry Christmas.

#### Recess Council Meeting

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

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

NAY: None

Mayor Priddle declared the motion carried and the meeting was recessed at 7:41 P.M.

#### Reconvene Council Meeting

The Regular Meeting was reconvened at 7:44 P.M.

Councilman Mason moved to recess the Regular meeting for an Executive Session for confidential communications between a public body and its attorney concerning a pending investigations, claims, or actions, more particularly: City of McAlester v. Randy Green, Case No. C-06-844, in accordance with Title 25, Sec. 307.B.4. The motion was seconded by Vice-Mayor Browne and the vote was taken as follows:

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

Mayor Priddle declared the motion carried and the Regular Meeting was recessed at 7:45 P.M.

### **Executive Session**

- Proposed executive session pursuant to Title 25, Sec. 307 (B) (4) for Confidential communications between a public body and its attorney concerning a pending investigations, claims, or actions, more particularly: City of McAlester v. Randy Green, Case No. C-06-844.

### **Reconvene into Open Session**

The Regular Meeting was reconvened at 8:17 P.M. Mayor Priddle reported that the Council had recessed the Regular Meeting for an Executive Session for Confidential communications between a public body and its attorney concerning a pending investigations, claims, or actions, more particularly: City of McAlester v. Randy Green, Case No. C-06-844. Only that matter was discussed, no action was taken, and the Council returned to open session at 8:17 P.M., and this constituted the Minutes of the Executive Session.

### **Adjournment**

There being no further business to come before the Council, Vice-Mayor Browne moved for the meeting to be adjourned, seconded by Councilman Harrison.

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

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

Mayor Priddle declared the motion carried, and the meeting was adjourned at 8:18 P.M.

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Kevin E. Priddle, Mayor

ATTEST:

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Cora Middleton, City Clerk

**CLAIMS FROM**  
**DECEMBER 7, 2011**  
**THRU**  
**DECEMBER 20, 2011**

PACKET: 07558 CLAIMS FOR 12/27/2011

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
	TRAVEL EXP	I-201112193201	01 -5212331	EMPLOYEE TRAV TRAVEL EXP: WORK COMP HEARING	057935	121.16
	TRAVEL EXP	I-201112193202	01 -5211331	EMPLOYEE TRAV TRAVEL EXP: CONF IN OKC	057936	147.78
01-A00170	ADA PAPER CO.					
		I-336255	01 -5548203	REPAIRS & MAI MISC JANITORIAL SUPPLIES	057938	550.77
		I-336551	01 -5548203	REPAIRS & MAI MISC JANITORIAL SUPPLIES	057938	206.01
01-A00362	ALLEGIANCE COMMUNICATIO					
		I-201112073181	01 -5542328	INTERNET SERV INTERNET SVS-STIPE CENTER	057887	72.95
		I-201112073181	01 -5320328	INTERNET SERV INTERNET SVS-DET DIV	057887	116.75
		I-201112073181	01 -5431328	INTERNET SERV INTERNET SVS-EMER RESP CTR	057887	62.95
		I-201112143193	01 -5865328	INTERNET SERV INTERNET SVSSTREETS 324097	057921	75.65
		I-201112143193	01 -5548328	INTERNET SERV INTERNET SVS - FAC MAIN 324097	057921	75.65
		I-201112143193	01 -5542328	INTERNET SERV INTERNET SVS - PKS SHOP 324097	057921	75.65
01-A00500	AMERICAN MUNICIPAL SERV					
		I-201112193200	01 -2105	COLLECTION AG COLLECTION FEES-COURT	057942	3,727.00
01-A00751	ATWOODS					
		I-805/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	057944	49.73
		I-810/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	057944	81.93
		I-811/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	057944	40.73
		I-817/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	057944	49.91
		I-818/9	01 -5548202	OPERATING SUP MISC OPERATING SUPPLIES	057944	54.40
		I-819/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	057944	45.48
01-B00079	BAKEWELL CHEMICAL CO.,					
		I-77286	01 -5548203	REPAIRS & MAI BOOSTER FOR DISHWASHER	057946	1,844.72
01-B00116	BAYSINGER POLICE SUPPLY					
		I-56697	01 -5431207	CLOTHING ALLO UNIFORM ALLOWANCE	057948	179.15
		I-56698	01 -5431207	CLOTHING ALLO UNIFORM ALLOWANCE	057948	91.97
01-B00200	BEN MEADOWS CO.					
		I-1018220322	01 -5542203	REPAIRS & MAI SAFETY SUPPLIES FOR	057953	248.00
01-B00422	BOXER FENCE					
		I-11-01143-A	01 -5215250	CONTINGENCY - RECYCLE & FARMERS MKT	057895	10,480.00
01-C00148	CAR BONZ SALVAGE					
		I-235935	01 -5432203	REPAIR & MAIN MISC PARTS AS NEEDED	057956	140.00
01-C00320	CENTERPOINT ENERGY ARKL					
		I-201112073184	01 -5215314	GAS UTILITY GAS UTIL-1300 E COLLEGE AVE	057889	109.99
01-C00463	CITY MANAGERS ASSOCIATI					
		I-11-01444	01 -5210331	EMPLOYEE TRAV CONF FEES-CMAO	057958	275.00

PACKET: 07558 CLAIMS FOR 12/27/2011

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-D00330	DEPT. OF PUBLIC SAFETY					
	I-04-1205773	01 -5321308	CONTRACTED SE TELETYPE RENTAL		057964	350.00
01-E00219	ENGLISH JANITORIAL					
	I-19688	01 -5542203	REPAIRS & MAI JANITORIAL SUPPLIES		057968	338.68
01-E00266	ERVIN & ERVIN ATTORNEYS					
	I-11-01541	01 -5214302	CONSULTANTS LEGAL FEES		057970	2,325.00
01-F00015	FLEETCOR TECHNOLOGIES					
	I-201112193208	01 -5547212	FUEL EXPENSE FUEL EXP - NOV - CEMETERY		057972	114.26
	I-201112193208	01 -5542212	FUEL EXPENSE FUEL EXP - NOV - PARKS		057972	94.71
	I-201112193208	01 -5321212	FUEL EXPENSE FUEL EXP - NOV - POLICE		057972	94.48
	I-201112193209	01 -5322212	FUEL EXPENSE FUEL EXP - NOV - ANIMAL CONTRO		057973	572.22
	I-201112193209	01 -5321212	FUEL EXPENSE FUEL EXP - NOV - POLICE		057973	9,391.94
	I-201112193209	01 -5431212	FUEL EXPENSE FUEL EXP - NOV - FIRE		057973	1,652.78
	I-201112193209	01 -5542212	FUEL EXPENSE FUEL EXP - NOV - PARKS		057973	2,101.78
	I-201112193209	01 -5548212	FUEL EXPENSE FUEL EXP - NOV - FAC MAINT		057973	514.29
	I-201112193209	01 -5865212	FUEL EXPENSE FUEL EXP - NOV - STREETS		057973	3,371.94
	I-201112193209	01 -5544212	FUEL EXPENSE FUEL EXP - NOV - RECREATION		057973	79.61
	I-201112193209	01 -5652212	FUEL EXPENSE FUEL EXP - NOV - COM DEV/CODES		057973	292.32
	I-201112193209	01 -5225212	FUEL EXPENSE FUEL EXP - NOV - IT		057973	118.36
	I-201112193209	01 -5653212	FUEL EXPENSE FUEL EXP - NOV - HR SAFETY		057973	64.66
	I-201112193209	01 -5547212	FUEL EXPENSE FUEL EXP - NOV - CEMETERY		057973	474.63
	I-201112193209	01 -5432212	FUEL EXPENSE FUEL EXP - NOV - EMS		057973	2,031.62
01-G00375	GRAINGER, INC.					
	I-97006850030	01 -5548203	REPAIRS & MAI HEATER FOR TC SHOP		057975	48.29
	I-9707008281	01 -5548203	REPAIRS & MAI HEATER FOR TC SHOP		057975	445.73
01-G00490	GRISSOM IMPLEMENT INC					
	I-243726	01 -5543202	OPERATING SUP LEAF VAC FOR SWIM POOLS		057976	269.40
	I-244938	01 -5542204	SMALL TOOLS CHAINSAW FOR CLEARING		057976	314.98
01-H00075	HARRIS CONSTRUCTION SER					
	I-849317	01 -5865218	STREET REPAIR FREIGHT TO HAUL ROCK		057978	4,734.00
01-H00146	HENRY SCHEIN, INC.					
	I-1831758.01	01 -5432204	SMALL TOOLS SHELVES FOR COTS		057979	166.00
	I-1896234-01	01 -5432204	SMALL TOOLS MISC MEDICAL EQUIPMENT		057979	325.00
01-H00250	HR DIRECT					
	I-0112300	01 -5653202	OPERATING SUP 2012 ATTENDANCE CONTROLLER		057980	161.62
01-I00110	IMPRESS OFFICE SUPPLY					
	I-033322	01 -5213202	OPERATING SUP OFFICE SUPPLIES AS NEEDED		057981	198.76
	I-033324	01 -5321202	OPERATING SUP OPEN PO FOR MISC SUPPLIES		057981	43.89
	I-033366	01 -5321202	OPERATING SUP MISC OFFICE SUPPLIES		057981	17.16
	I-03348	01 -5321202	OPERATING SUP MISC OFFICE SUPPLIES		057981	85.82



PACKET: 07558 CLAIMS FOR 12/27/2011

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-I00120	TYLER TECHNOLOGIES					
	I-201112193199	01 -5213336	FEES	MONTHLY COURT SUPPORT FEES	057982	200.00
	I-201112193199	01 -5225349	SOFTWARE MAIN	MONTHLY NETWORK SUPPORT FEES	057982	200.00
	I-201112193199	01 -5225349	SOFTWARE MAIN	YRLY CONTRACT ONLINE TRAINING	057982	500.00
01-J00110	JACKIE BRANNON CORR. CT					
	I-P191	01 -5542308	CONTRACTED SE	MONTHLY INMATE FEES	057984	106.21
01-K00220	KIAMICHI TECHNOLOGY CNT					
	I-11-00191	01 -5542331	EMPLOYEE TRAV	COMPUTER TRAINING FOR	057986	200.00
01-L00067	LABORATORY CONSULTANT S					
	I-032451	01 -5653348	DRUG TESTING/	MONTHLY RANDOM DRUG	057987	50.00
	I-032518	01 -5653348	DRUG TESTING/	MONTHLY RANDOM DRUG	057987	50.00
	I-032535	01 -5653348	DRUG TESTING/	MONTHLY RANDOM DRUG	057987	50.00
01-L00380	LOCKE SUPPLY CO.					
	I-16738087-00	01 -5548203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	057989	13.59
	I-16777380-00	01 -5542203	REPAIRS & MAI	SUPPLIES FOR REPAIRS	057989	254.19
	I-16812231-00	01 -5548203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	057989	2.56
	I-16818587-00	01 -5548203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	057989	20.31
01-L00428	LOWE'S CREDIT SERVICES					
	C-912167	01 -5548203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	057990	1.67-
	I-01004	01 -5548203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	057990	31.83
	I-01254	01 -5542203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	057990	10.96
	I-01300	01 -5548203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	057990	124.86
	I-08176	01 -5542203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	057990	59.99
	I-08520	01 -5542203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	057990	54.90
	I-09174	01 -5548203	REPAIRS & MAI	MISC SUPPLIES AS NEEDED	057990	9.48
	I-09782	01 -5542203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	057991	134.83
	I-09785	01 -5548203	REPAIRS & MAI	MISC SUPPLIES AS NEEDED	057991	28.48
	I-09885	01 -5548203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	057991	58.12
	I-10947	01 -5548203	REPAIRS & MAI	MISC SUPPLIES AS NEEDED	057991	13.46
	I-908194	01 -5542203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	057991	41.88
	I-909102	01 -5548203	REPAIRS & MAI	MISC SUPPLIES AS NEEDED	057991	99.99
	I-909623A	01 -5548203	REPAIRS & MAI	MISC SUPPLIES AS NEEDED	057992	4.17
	I-910248	01 -5548204	SMALL TOOLS	REPLACEMENT DRILLS	057992	953.91
01-M00570	MOORE MEDICAL CORP.					
	I-9704445	01 -5432202	OPERATING SUP	MEDICAL SUPPLIES	057993	795.95
01-MC0098	MCAFFEE & TAFT					
	I-353903A	01 -5210302	CONSULTANTS/L	LEGAL FEES AS NEEDED	057997	90.67
	I-357267	01 -5214302	CONSULTANTS	LEGAL FEES AS NEEDED	057997	924.00
	I-357268	01 -5210302	CONSULTANTS/L	LEGAL FEES AS NEEDED	057997	2,869.66
	I-357269	01 -5210302	CONSULTANTS/L	LEGAL FEES AS NEEDED	057997	330.00
	I-357270	01 -5210302	CONSULTANTS/L	LEGAL FEES AS NEEDED	057997	7,862.50
	I-357271	01 -5210302	CONSULTANTS/L	LEGAL FEES AS NEEDED	057997	132.00

PACKET: 07558 CLAIMS FOR 12/27/2011

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-MC0098	MCAFFEE & TAFT		continued			
		I-357272	01 -5210302	CONSULTANTS/L LEGAL FEES AS NEEDED	057997	374.00
		I-357273	01 -5210302	CONSULTANTS/L LEGAL FEES AS NEEDED	057997	704.00
01-MC0169	MCALESTER REGIONAL HOSP					
		I-CITYLAB 12-1-11	01 -5653348	DRUG TESTING/ NEW HIRE DRUG TESTING	057998	33.00
		I-CITYOFMC 12-1-11	01 -5653348	DRUG TESTING/ PHY CAP. PROFILE TESTING	057998	196.00
01-N00061	NATIONAL FIRE PROTECTIO					
		I-2827474	01 -5431330	DUES & SUBSCR YRLY MEMBERSHIP DUES	057999	165.00
01-N00231	NEOGOV					
		I-07-6433	01 -5653317	ADVERTISING & CFO JOB ADVERTISMENT	058000	175.00
01-N00250	MCALESTER NEWS CAPITAL					
		I-05603813	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	058001	15.30
		I-05604107	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	058001	28.48
		I-OCT 2011-CITY	01 -5653317	ADVERTISING & EMPLOYMENT ADS AS NEEDED	058001	30.60
01-O00070	OGIELA MOWER SHOP					
		I-00124768	01 -5431316	REPAIRS & MAI MISC REPAIRS AS NEEDED	058004	16.75
01-O00160	OKLA ASSOC. CHIEF/POLIC					
		I-11-01493	01 -5321202	OPERATING SUP MEMBERSHIP DUES-LYLES	058006	75.00
01-O00427	OKLA UNIFORM BUILDING C					
		I-NOV 2011	01 -5652336	FEES MONTHLY BLDG PERMIT FEES	058008	28.00
01-O00530	OML-OK MUNICIPAL LEAGUE					
		I-043729	01 -5101331	EMPLOYEE TRAV WORKSHOP FEES-HARRISON	058009	85.00
01-P00350	PB COUNTY TAG AGENCY					
		I-11-01482	01 -5321202	OPERATING SUP TITLE & TAG-3 POLICE CARS	058012	112.50
01-P00390	PITTS.CO.FIREFIGHTER AS					
		I-2012 DUES	01 -5431330	DUES & SUBSCR YEARLY DUES	058013	25.00
01-P00510	PRO-KIL, INC					
		I-64599	01 -5542308	CONTRACTED SE QTRLY PEST CONTROL	058014	68.00
		I-64600	01 -5431316	REPAIRS & MAI PEST CONTROL AT FIRE	058014	96.00
		I-64601	01 -5431316	REPAIRS & MAI PEST CONTROL AT FIRE	058014	96.00
		I-64602	01 -5431316	REPAIRS & MAI PEST CONTROL AT FIRE	058014	96.00
		I-64604	01 -5544308	CONTRACT LABO QTRLY PEST CONTROL	058014	106.00
		I-64674	01 -5542308	CONTRACTED SE MONTHLY PEST CONTROL	058014	126.00
01-P00560	PUBLIC SERVICE/AEP					
		I-201112073177	01 -5215313	ELECTRIC UTIL ELECT UTIL-301 W JEFFERSON	057891	38.42
		I-201112073177	01 -5215313	ELECTRIC UTIL ELECT UTIL-333 E CARL ALBERT	057891	50.39
		I-201112073177	01 -5215313	ELECTRIC UTIL ELECT UTIL-GENERAL	057891	12,439.89

PACKET: 07558 CLAIMS FOR 12/27/2011

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-P00560	PUBLIC SERVICE/AEP	continued				
	I-201112073177	01	-5215313	ELECTRIC UTIL ELECT UTIL-ST LIGHTS	057891	11,898.88
	I-201112143195	01	-5215313	ELECTRIC UTIL ELEC UTIL-302 E FILMORE	057923	38.42
	I-201112143195	01	-5215313	ELECTRIC UTIL ELEC UTIL-401 N 2ND	057923	1,884.66
01-S00150	SEARS COMMERCIAL ONE					
	I-034679024165	01	-5544203	REPAIRS & MAI METRIC TOOLS NEEDED	058018	44.98
01-S00726	STAPLES ADVANTAGE					
	C-95455	01	-5653202	OPERATING SUP OPER SUPPLIES AS NEEDED	058022	11.13-
	I-20986	01	-5542203	REPAIRS & MAI OFFICE SUPPLIES AS NEEDED	058022	131.50
	I-3164791344	01	-5865202	OPERATING SUP OFFICE SUPPLIES AS NEEDED	058022	105.73
	I-3164791345	01	-5211202	OPERATING SUP OFFICE SUPPLIES	058022	336.76
	I-95454	01	-5653202	OPERATING SUP OPER SUPPLIES AS NEEDED	058022	158.04
	I-95456	01	-5653202	OPERATING SUP OPER SUPPLIES AS NEEDED	058022	129.99
	I-95939	01	-5652202	OPERATING SUP OFFICE SUPPLIES NEEDED	058022	24.95
	I-95992	01	-5431202	OPERATING SUP OFFICE SUPPLIES AS NEEDED	058022	105.54
	I-97386	01	-5210202	OPERATING SUP MISC SUPPLIES AS NEEDED	058022	140.39
	I-97588	01	-5431202	OPERATING SUP MISC OFFICE SUPPLIES	058022	121.97
01-T00303	THOMPSON WEST					
	I-824070215	01	-5210330	DUES & SUBSCR OK ST OFFICIALS EDITIONS	058024	596.00
01-T00499	TRACTOR SUPPLY COMPANY					
	C-87901	01	-5652207	CLOTHING ALLO CLOTHING ALLOWANCE	058025	119.96-
	I-31944	01	-5542207	CLOTHING ALLO CLOTHING ALLOWANCE	058025	149.93
	I-33919	01	-5548207	CLOTHING ALLO CLOTHING ALLOWANCE	058025	39.98
	I-34053	01	-5547207	CLOTHING ALLO CLOTHING ALLOWANCE	058025	74.00
	I-34154	01	-5865207	CLOTHING ALLO CLOTHING ALLOWANCE	058025	24.00
	I-34252	01	-5652207	CLOTHING ALLO CLOTHING ALLOWANCE	058025	78.00
	I-34629	01	-5547207	CLOTHING ALLO CLOTHING ALLOWANCE	058026	73.00
	I-34775	01	-5865207	CLOTHING ALLO CLOTHING ALLOWANCE	058026	19.99
	I-84668	01	-5652207	CLOTHING ALLO CLOTHING ALLOWANCE	058026	128.00
	I-84773	01	-5548207	CLOTHING ALLO CLOTHING ALLOWANCE	058026	75.00
	I-84788	01	-5548207	CLOTHING ALLO CLOTHING ALLOWANCE	058026	67.96
	I-84852	01	-5865207	CLOTHING ALLO CLOTHING ALLOWANCE	058027	75.00
	I-84853	01	-5865207	CLOTHING ALLO CLOTHING ALLOWANCE	058027	144.95
	I-84855	01	-5865207	CLOTHING ALLO CLOTHING ALLOWANCE	058027	48.00
	I-84860	01	-5865207	CLOTHING ALLO CLOTHING ALLOWANCE	058027	24.00
	I-84884	01	-5865207	CLOTHING ALLO CLOTHING ALLOWANCE	058027	59.97
	I-84888	01	-5865207	CLOTHING ALLO CLOTHING ALLOWANCE	058027	157.94
	I-84991	01	-5865207	CLOTHING ALLO CLOTHING ALLOWANCE	058027	24.00
	I-85024	01	-5547207	CLOTHING ALLO CLOTHING ALLOWANCE	058028	65.97
	I-85245	01	-5542207	CLOTHING ALLO CLOTHING ALLOWANCE	058028	79.96
	I-85271	01	-5542207	CLOTHING ALLO CLOTHING ALLOWANCE	058028	150.00
	I-85373	01	-5652207	CLOTHING ALLO CLOTHING ALLOWANCE	058029	56.97
	I-85399	01	-5542207	CLOTHING ALLO CLOTHING ALLOWANCE	058029	74.99
	I-85470	01	-5542207	CLOTHING ALLO CLOTHING ALLOWANCE	058029	150.00
	I-85813	01	-5865207	CLOTHING ALLO CLOTHING ALLOWANCE	058029	126.00

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-T00499	TRACTOR SUPPLY COMPANY	continued				
	I-86494	01	-5542207	CLOTHING ALLO CLOTHING ALLOWANCE	058030	24.99
	I-86949	01	-5542207	CLOTHING ALLO CLOTHING ALLOWANCE	058030	150.00
	I-87570	01	-5547207	CLOTHING ALLO CLOTHING ALLOWANCE	058030	39.98
	I-87577	01	-5547207	CLOTHING ALLO CLOTHING ALLOWANCE	058030	78.97
	I-87603	01	-5652207	CLOTHING ALLO CLOTHING ALLOWANCE	058030	119.96
	I-87764	01	-5653207	CLOTHING ALLO CLOTHING ALLOWANCE	058030	78.00
	I-87801	01	-5865207	CLOTHING ALLO CLOTHING ALLOWANCE	058031	150.00
	I-90584	01	-5542207	CLOTHING ALLO CLOTHING ALLOWANCE	058031	20.00
	I-90700	01	-5542207	CLOTHING ALLO CLOTHING ALLOWANCE	058031	88.00
01-V00150	VULCAN SIGN					
	I-210872	01	-5865203	REPAIR & MAIN MISC SIGN SUPPLIES	058034	4,914.02
01-W00040	WALMART COMMUNITY BRC					
	I-00344-1	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	058036	122.33
	I-006490	01	-5431202	OPERATING SUP MISC OPER SUPPLIES	058036	105.84
	I-016593	01	-5431202	OPERATING SUP MISC OPER SUPPLIES	058036	183.88
	I-05288	01	-5321202	OPERATING SUP MISC SUPPLIES AS NEEDED	058036	97.64
	I-05709	01	-5320202	OPERATING EXP OPEN PO FOR MISC SUPPLIES	058036	58.21
	I-07241	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	058036	167.58
	I-399	01	-5101202	OPERATING SUP I-TUNE CARDS FOR IPADS	058036	210.00
	I-400	01	-5101202	OPERATING SUP I-TUNE CARDS FOR IPADS	058036	250.00
01-W00195	WELDON PARTS INC.					
	I-721762	01	-5542203	REPAIRS & MAI SAFETY LITES FOR PARKS	058037	200.00
01-W00270	WHITE ELECTRICAL SUPPLY					
	I-S1414473.001	01	-5432203	REPAIR & MAIN MISC PARTS AS NEEDED	058038	43.35
	I-S1415558.002	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	058038	120.00
	I-S1417512.001	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	058038	70.39
	I-S1421805.001	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	058038	19.10
				FUND 01 GENERAL FUND	TOTAL:	106,040.99

PACKET: 07558 CLAIMS FOR 12/27/2011

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00103	ACCURATE LABS & MINING					
		I-S9053	02 -5974331	EMPLOYEE TRAV CLASS "D" WATER CLASS FEE	057937	205.00
01-A00272	ALDERSON REGIONAL LANDF					
		I-003932	02 -5864308	CONTRACTED LA ROLL-OFF FEES AS NEEDED	057939	4,263.08
01-A00362	ALLEGIANCE COMMUNICATIO					
		I-201112143193	02 -5975328	INTERNET SERV INTERNET SVS-UTM OFF 295821	057921	62.95
01-A00430	ALTIVIA					
		I-214568	02 -5974206	CHEMICALS ALUM FOR WTP	057941	3,383.38
01-A00751	ATWOODS					
		I-1680/9	02 -5975207	CLOTHING ALLO CLOTHING ALLOW-FRAMPTON	057944	72.00
		I-791/9	02 -5975207	CLOTHING ALLO BOOT ALLOWANCE-IVES	057944	100.00
		I-812/9	02 -5973203	REPAIRS & MAI MISC OPERATING SUPPLIES	057944	403.49
01-A00770	AUTO PARTS CO					
		I-896211	02 -5974203	REPAIRS & MAI MISC PARTS AS NEEDED	057945	61.47
01-B00178	BELZONA TEXOMA, INC.					
		I-DEC 2011	02 -5973203	REPAIRS & MAI REPAIR SHAFTS @ W PLANT	057950	798.00
01-B00180	BEMAC SUPPLY					
		I-S1633669.001	02 -5975230	SEWER MAIN RE REPAIR & MAINT SUPPLIES	057951	30.21
01-C00046	C D W GOVERNMENT, INC					
		I-B788952	02 -5871202	OPERATING SUP COMPUTER VIDEO CARD	057955	45.91
01-C00880	CULLIGAN WATER COND INC					
		I-DEC 2011	02 -5974304	LAB TESTING WATER FOR SAMPLING & TEST	057960	24.00
01-D00323	DEPT. OF ENVIR. QUALITY					
		I-TOC4503393	02 -5974329	DEQ FEES TEMP LICENSE FOR J BOATNE	057963	62.00
01-D00540	DOLESE BROTHERS					
		I-5-02904-11	02 -5975218	STREET REPAIR CONCRETE FOR REPAIRS	057965	1,616.58
		I-5-03414-11	02 -5975218	STREET REPAIR GRAVEL NEEDED FOR REPAIRS	057965	303.66
		I-5-03415-11	02 -5975218	STREET REPAIR CONCRETE FOR REPAIRS	057965	1,815.28
		I-5-03920-11	02 -5975218	STREET REPAIR GRAVEL NEEDED FOR REPAIRS	057965	915.58
		I-5-03921-11	02 -5975218	STREET REPAIR CONCRETE FOR REPAIRS	057965	788.57
		I-5-04472-11	02 -5975218	STREET REPAIR CONCRETE FOR REPAIRS	057965	613.68
		I-5-04949-11	02 -5975218	STREET REPAIR CONCRETE FOR REPAIRS	057965	457.63
		I-5-05332-11	02 -5975218	STREET REPAIR GRAVEL NEEDED FOR REPAIRS	057965	461.35
01-E00024	STANLEY RAY OWENS DBA E					
		I-1044	02 -5866230	RECYCLING CEN PORT-A-POT RENTAL	057966	100.00
01-E00265	ERMI ENVIRONMENTAL LABS					

PACKET: 07558 CLAIMS FOR 12/27/2011

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-E00265	ERMI ENVIRONMENTAL LABS	continued				
		I-1106287	02 -5973304	LAB TESTING MONTHLY TESTING FEES	057969	54.47
01-E00320	EVERBRITE					
		I-65434	02 -5973316	REPAIRS & MAI REBUILD MOTOR AT WWM	057971	785.15
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201112193208	02 -5216212	FUEL EXPENSE FUEL EXP - NOV - UB&C	057972	305.50
		I-201112193208	02 -5864212	FUEL EXPENSE FUEL EXP - NOV - LANDFILL	057972	79.64
		I-201112193208	02 -5866212	FUEL EXPENSE FUEL EXP - NOV - REFUSE COLL	057972	1,960.71
		I-201112193208	02 -5871212	FUEL EXPENSE FUEL EXP - NOV - ENGINEERING	057972	62.25
		I-201112193208	02 -5974212	FUEL EXPENSE FUEL EXP - NOV - WTP	057972	499.62
		I-201112193208	02 -5973212	FUEL EXPENSE FUEL EXP - NOV - WWM	057972	854.72
		I-201112193208	02 -5975212	FUEL EXPENSE FUEL EXP - NOV - UTM	057972	3,680.62
		I-201112193208	02 -5972212	FUEL EXPENSE FUEL EXP - NOV - UTIL DIR	057972	158.33
		I-201112193209	02 -5216212	FUEL EXPENSE FUEL EXP - NOV - UB&C	057973	47.66
01-F00251	FORT COBB FUEL AUTHORIT					
		I-201112073182	02 -5267314	GAS UTILITY GAS UTIL-HEREFORD LANE	057890	166.36
01-H00001	H & E ENGINEERED EQUIP.					
		I-P-76318-0	02 -5974203	REPAIRS & MAI REPAIR KITS	057977	620.00
01-I00110	IMPRESS OFFICE SUPPLY					
		I-033289	02 -5974203	REPAIRS & MAI MISC OFFICE SUPPLIES NEED	057981	26.13
		I-033330	02 -5216202	OPERATING SUP MISC OFFICE SUPPLIES	057981	25.50
		I-033338	02 -5216202	OPERATING SUP TONER FOR PRINTER	057981	522.00
01-I00120	TYLER TECHNOLOGIES					
		I-201112193199	02 -5216336	FEES MONTHLY UB&C SUPPORT FEES	057982	293.16
01-J00162	JD THOMAS dba J.D. THOM					
		I-207872	02 -5975218	STREET REPAIR REPAIR UTILITY PATCHES	057985	10,990.00
		I-207873	02 -5975218	STREET REPAIR REPAIR UTILITY PATCHES	057985	8,720.00
01-K00210	KIAMICHI ELECTRIC COOP.					
		I-201112143194	02 -5267313	ELECTRIC UTIL ELECT FOR HEREFORD LN	057922	392.79
01-L00428	LOWE'S CREDIT SERVICES					
		I-01188	02 -5974203	REPAIRS & MAI MISC MAINT. SUPPLIES	057990	56.00
		I-01234	02 -5974203	REPAIRS & MAI MISC MAINT. SUPPLIES	057990	58.47
		I-01367	02 -5974203	REPAIRS & MAI MISC MAINT. SUPPLIES	057990	115.76
		I-02681	02 -5975230	SEWER MAIN RE MISC REPAIR & MAINT	057990	177.26
		I-09255	02 -5974203	REPAIRS & MAI MISC MAINT. SUPPLIES	057990	180.87
		I-09324	02 -5974203	REPAIRS & MAI MISC SUPPLIES FOR WTP	057990	126.02
		I-09325	02 -5974203	REPAIRS & MAI MISC MAINT. SUPPLIES	057990	104.33
		I-09440	02 -5974203	REPAIRS & MAI MISC SUPPLIES FOR WTP	057991	59.99
		I-09776	02 -5974203	REPAIRS & MAI MISC SUPPLIES FOR WTP	057991	61.96
		I-84328	02 -5974203	REPAIRS & MAI MISC SUPPLIES FOR WTP	057991	23.88

PACKET: 07558 CLAIMS FOR 12/27/2011

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-L00428	LOWE'S CREDIT SERVICES		continued			
		I-901250-1	02 -5973316	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	057991	324.70
		I-901505-1	02 -5974203	REPAIRS & MAI MISC MAINT. SUPPLIES	057991	49.10
01-MC0095	RICK MCFADDEN					
		I-001852	02 -5973316	REPAIRS & MAI NEW FENCE AT LIFT STATION	057996	1,475.00
01-N00250	MCALESTER NEWS CAPITAL					
		I-05603888	02 -5974317	ADVERTISING/P OPEN PO-WTP PUBLICATIONS	058001	97.15
		I-05604163	02 -5871202	OPERATING SUP ADS FOR BIDS AS NEEDED	058001	26.85
		I-05604164	02 -5871202	OPERATING SUP ADS FOR BIDS AS NEEDED	058001	28.10
01-000075	O'REILLY AUTO PARTS					
		I-0230-383733	02 -5973203	REPAIRS & MAI OPEN PO FOR MISC PARTS	058005	270.26
		I-0230-385701	02 -5973203	REPAIRS & MAI OPEN PO FOR MISC PARTS	058005	33.71
		I-0230-386064	02 -5973203	REPAIRS & MAI OPEN PO FOR MISC PARTS	058005	28.30
01-000320	OKLA ONE-CALL SYSTEM					
		I-AMU00379	02 -5871302	CONSULTANTS ANNUAL MEMBERSHIP DUES	058007	262.00
		I-AMU00379	02 -5975202	OPERATING SUP ANNUAL MEMBERSHIP DUES	058007	271.49
01-P00148	PAVING MAINTTENANCE SUP					
		I-I0102857	02 -5975218	STREET REPAIR 50-BARCADE BARRELS	058010	3,930.50
01-P00560	PUBLIC SERVICE/AEP					
		I-201112073177	02 -5267313	ELECTRIC UTIL ELECT UTIL-RECYCLE CTR	057891	43.69
		I-201112073177	02 -5267313	ELECTRIC UTIL ELECT UTIL-MPWA	057891	32,749.03
		I-201112143195	02 -5267313	ELECTRIC UTIL ELEC UTIL-309 E POLK	057923	465.36
		I-201112143195	02 -5267313	ELECTRIC UTIL ELEC UTIL-1100 N 3RD	057923	165.06
01-R00600	RURAL WATER DISTRICT #1					
		I-201112073183	02 -5267316	WATER UTILITY WATER UTIL-LANDFILL	057892	43.34
01-S00010	SADLER REFRIGERATION					
		I-2409	02 -5973203	REPAIRS & MAI SVS CALL TO CK ICE MACH	058017	85.00
01-S00205	SEQUOYAH ENGINEERING, I					
		I-S0350610.60	02 -5973302	CONSULTANTS ( PRETREATMENT PROGRAM	058019	5,413.70
01-S00330	SIEMENS INDUSTRY, INC.					
		I-900484393	02 -5973203	REPAIRS & MAI DISK & HDWE FOR SHAFT	058020	4,420.00
		I-900484394	02 -5973203	REPAIRS & MAI DISK & HDWE FOR SHAFT	058020	160.00
01-S00580	AT & T					
		I-201112143191	02 -5267315	TELEPHONE UTI PHONE UTIL-DATA LINE	057924	64.80
		I-201112143191	02 -5267315	TELEPHONE UTI PHONE UTIL-MPWA	057924	2,346.56
01-T00499	TRACTOR SUPPLY COMPANY					
		C-84990	02 -5216207	CLOTHING ALLO CLOTHING ALLOWANCE	058025	14.99-

PACKET: 07558 CLAIMS FOR 12/27/2011

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-T00499	TRACTOR SUPPLY COMPANY	continued				
	I-34111	02	-5974207	CLOTHING ALLO CLOTHING ALLOWANCE	058025	106.97
	I-34145	02	-5974207	CLOTHING ALLO CLOTHING ALLOWANCE	058025	104.99
	I-34349	02	-5973207	CLOTHING ALLO CLOTHING ALLOWANCE	058025	84.00
	I-34381	02	-5973207	CLOTHING ALLO CLOTHING ALLOWANCE	058025	86.93
	I-34425	02	-5864207	CLOTHING ALLO CLOTHING ALLOWANCE	058025	64.00
	I-34463	02	-5974207	CLOTHING ALLO CLOTHING ALLOWANCE	058025	150.00
	I-34676	02	-5974207	CLOTHING ALLO CLOTHING ALLOWANCE	058026	150.00
	I-34815	02	-5864207	CLOTHING ALLO CLOTHING ALLOWANCE	058026	62.00
	I-35004	02	-5975207	CLOTHING ALLO CLOTHING ALLOWANCE	058026	149.94
	I-84705	02	-5866207	CLOTHING ALLO CLOTHING ALLOWANCE	058026	39.99
	I-84721	02	-5973207	CLOTHING ALLO CLOTHING ALLOWANCE	058026	84.98
	I-84739	02	-5973207	CLOTHING ALLO CLOTHING ALLOWANCE	058026	34.99
	I-84751	02	-5975207	CLOTHING ALLO CLOTHING ALLOWANCE	058026	73.97
	I-84809	02	-5216207	CLOTHING ALLO CLOTHING ALLOWANCE	058027	69.98
	I-84842	02	-5871207	CLOTHING ALLO CLOTHING ALLOWANCE	058027	47.00
	I-84894	02	-5973207	CLOTHING ALLO CLOTHING ALLOWANCE	058027	59.97
	I-84895	02	-5973207	CLOTHING ALLO CLOTHING ALLOWANCE	058027	15.97
	I-84946	02	-5216207	CLOTHING ALLO CLOTHING ALLOWANCE	058027	139.95
	I-84997	02	-5974207	CLOTHING ALLO CLOTHING ALLOWANCE	058028	150.00
	I-84998	02	-5974207	CLOTHING ALLO CLOTHING ALLOWANCE	058028	98.00
	I-85099	02	-5973207	CLOTHING ALLO CLOTHING ALLOWANCE	058028	112.97
	I-85171	02	-5974207	CLOTHING ALLO CLOTHING ALLOWANCE	058028	134.96
	I-85264	02	-5975207	CLOTHING ALLO CLOTHING ALLOWANCE	058028	89.99
	I-85329	02	-5975207	CLOTHING ALLO CLOTHING ALLOWANCE	058028	146.94
	I-85364	02	-5216207	CLOTHING ALLO CLOTHING ALLOWANCE	058028	136.00
	I-85605	02	-5973207	CLOTHING ALLO CLOTHING ALLOWANCE	058029	36.00
	I-85691	02	-5973207	CLOTHING ALLO CLOTHING ALLOWANCE	058029	143.95
	I-85809	02	-5975207	CLOTHING ALLO CLOTHING ALLOWANCE	058029	19.99
	I-85977	02	-5974207	CLOTHING ALLO CLOTHING ALLOWANCE	058029	102.00
	I-85980	02	-5975207	CLOTHING ALLO CLOTHING ALLOWANCE	058029	80.00
	I-86516	02	-5973207	CLOTHING ALLO CLOTHING ALLOWANCE	058030	34.99
	I-86627	02	-5216207	CLOTHING ALLO CLOTHING ALLOWANCE	058030	94.97
	I-86756	02	-5973207	CLOTHING ALLO CLOTHING ALLOWANCE	058030	57.98
	I-87786	02	-5975207	CLOTHING ALLO CLOTHING ALLOWANCE	058030	19.99
	I-87787	02	-5975207	CLOTHING ALLO CLOTHING ALLOWANCE	058030	72.00
	I-88811	02	-5973207	CLOTHING ALLO CLOTHING ALLOWANCE	058031	17.99
	I-90406	02	-5975207	CLOTHING ALLO CLOTHING ALLOWANCE	058031	39.99
01-U00128	UNITED PACKAGING & SHIP					
	I-103324	02	-5973316	REPAIRS & MAI OPEN PO FOR SHIPPING	058033	127.29
	I-103403	02	-5973316	REPAIRS & MAI OPEN PO FOR SHIPPING	058033	33.73
	I-103405	02	-5973316	REPAIRS & MAI OPEN PO FOR SHIPPING	058033	32.53
01-W00270	WHITE ELECTRICAL SUPPLY					
	I-S1412164.001	02	-5974203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	058038	97.68
	I-S1420075.001	02	-5973203	REPAIRS & MAI MISC SUPPLIES FOR WWM	058038	9.24
	I-S1420225.001	02	-5973203	REPAIRS & MAI MISC SUPPLIES FOR WWM	058038	48.00
	I-S1421375.001	02	-5974203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	058038	141.87
FUND	02	MPWA	TOTAL:		104,136.36	



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FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00015	FLEETCOR TECHNOLOGIES					
	I-201112193208	03 -5876212	FUEL EXPENSE	FUEL EXP - NOV - AIRPORT	057972	42.52
01-T00499	TRACTOR SUPPLY COMPANY					
	I-84877	03 -5876207	CLOTHING ALLO	CLOTHING ALLOWANCE	058027	81.97
	I-85222	03 -5876207	CLOTHING ALLO	CLOTHING ALLOWANCE	058028	149.95
	I-85445	03 -5876207	CLOTHING ALLO	CLOTHING ALLOWANCE	058029	21.99
			FUND	03 AIRPORT AUTHORITY	TOTAL:	296.43

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PACKET: 07558 CLAIMS FOR 12/27/2011

VENDOR SET: 01

FUND : 05 PARKING AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-P00560	PUBLIC SERVICE/AEP					
		I-201112073177	05 -5218313	ELECTRIC UTIL ELECT UTIL-PARKING AUTH	057891	122.83
				FUND 05 PARKING AUTHORITY	TOTAL:	122.83

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FUND : 08 NUTRITION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00276	A LEROY DICK					
		I-201112193207	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	057940	98.79
01-D00213	DEBBIE COMPTON					
		I-201112193205	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	057962	165.00
		I-201112193206	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	057962	127.10
01-E00207	EMMA E. BELLIS					
		I-201112193203	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	057967	165.00
		I-201112193204	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	057967	122.10
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201112193209	08 -5549212	FUEL EXPENSE FUEL EXP - NOV - NUTRITION	057973	673.34
01-T00499	TRACTOR SUPPLY COMPANY					
		I-85913	08 -5549207	CLOTHING ALLO CLOTHING ALLOWANCE	058029	49.98
		I-86099	08 -5549207	CLOTHING ALLO CLOTHING ALLOWANCE	058029	114.00
				FUND 08 NUTRITION	TOTAL:	1,515.31

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## REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 07558 CLAIMS FOR 12/27/2011

VENDOR SET: 01

FUND : 27 TOURISM FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-MC0050	MCALESTER CHAMBER OF					
	I-12082011	27 -5655355	CHAMBER OF CO AGMT TO PRODUCE TOURISM	057995	10,290.00	
01-T00059	TEMPLE DISPLAY, LTD.					
	I-9442	27 -5655401	CAPITAL OUTLA CHRISTMAS DECORATIONS	058023	2,014.87	
01-W00270	WHITE ELECTRICAL SUPPLY					
	I-S1384811.001 ADD	27 -5655214	TOURISM EXPEN ELECT SUPPLIES-HOG RALLY	058038	220.00	
			FUND 27 TOURISM FUND	TOTAL:	12,524.87	

PACKET: 07558 CLAIMS FOR 12/27/2011

VENDOR SET: 01

FUND : 28 SE EXPO CENTER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-B00192	BEN E. KEITH					
		I-01610408	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	057952	1,569.75
		I-01620540	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	057952	912.10
01-C00202	CARTRIDGE WORLD					
		I-105941	28 -5654202	OPERATING SUP PRINT CARTRIDGES	057957	31.94
		I-106027	28 -5654202	OPERATING SUP PRINT CARTRIDGES	057957	151.92
01-C00823	COUNTRY MART					
		C-42901011119	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	057959	2.82-
		I-42901172105	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	057959	82.11
		I-42906137107	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	057959	47.52
01-D00006	D & D ELEVATOR INC					
		I-11920	28 -5654316	REPAIRS & MAI ELEV MAINT SVS OCT-DEC	057961	200.00
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201112193209	28 -5654212	FUEL EXPENSE FUEL EXP - NOV - EXPO	057973	246.42
01-L00075	LAKE EUFAULA ASSOC INC					
		I-2012 GUIDE	28 -5654317	ADVERTISING & 2012 LAKE GUIDE AD	057988	1,000.00
01-L00428	LOWE'S CREDIT SERVICES					
		I-11511	28 -5654203	REPAIR & MAIN MISC REPAIR ITEMS	057991	147.16
		I-909608	28 -5654203	REPAIR & MAIN MISC REPAIR & MAINT ITEMS	057991	20.91
01-P00210	PEPSI COLA					
		I-189620	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	058011	455.00
01-P00560	PUBLIC SERVICE/AEP					
		I-201112073177	28 -5654313	ELECTRIC UTIL ELECT UTIL-EXPO	057891	4,293.07
01-T00499	TRACTOR SUPPLY COMPANY					
		I-85309	28 -5654207	CLOTHING ALL CLOTHING ALLOWANCE	058028	56.00
		I-85486	28 -5654207	CLOTHING ALL CLOTHING ALLOWANCE	058029	19.99
01-U00100	UNIFIRST HOLDINGS, L.P.					
		I-8240835908	28 -5654316	REPAIRS & MAI OPEN PO FOR MOP SERVICE	058032	50.00
01-W00040	WALMART COMMUNITY BRC					
		I-05480A	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	058036	100.59
01-W00270	WHITE ELECTRICAL SUPPLY					
		I-S1422404.001	28 -5654203	REPAIR & MAIN LIGHT BALLIST FOR REPAIRS	058038	139.84
FUND	28	SE EXPO CENTER	TOTAL:	9,521.50		

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## REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 16

PACKET: 07558 CLAIMS FOR 12/27/2011

VENDOR SET: 01

FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-A00033	AT&T					
		I-201112073180	29 -5324315	TELEPHONE UTI PHONE UTIL-E911 WIRELESS	057886	228.36
		I-201112143192	29 -5324401	CAPITAL OUTLA 911 EQUIP LEASE	057920	2,403.33
01-A00581	AT&T					
		I-201112073179	29 -5324315	TELEPHONE UTI PHONE UTIL-911 HOST CIRCUIT	057888	781.25
01-A00662	APCO INTERNATIONAL, INC					
		I-00071212	29 -5324331	EMPLOYEE TRAV 911 TRAINING-EMD	057943	858.00
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201112193209	29 -5324212	FUEL EXPENSE FUEL EXP - NOV - 911	057973	264.45
01-S00580	AT & T					
		I-201112073178	29 -5324315	TELEPHONE UTI PHONE UTIL-E 911	057893	1,897.99
			FUND	29 E-911	TOTAL:	6,433.38

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## REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 17

PACKET: 07558 CLAIMS FOR 12/27/2011

VENDOR SET: 01

FUND : 30 ECONOMIC DEVELOPMENT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-N00338	NORTHERN ESCROW, INC.					
	I-01	30 -5652401	CAPITAL OUTLA ELKS ROAD IMPROVEMENTS	058002	87,885.00	
01-R00464	ROBISON INTERNATIONAL,					
	I-20112295 NOV	30 -5211361	LOBBYING SERV CONTRACT FOR LOBBYING SVS	058016	2,000.00	
			FUND 30 ECONOMIC DEVELOPMENT	TOTAL:	89,885.00	

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## REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 18

PACKET: 07558 CLAIMS FOR 12/27/2011

VENDOR SET: 01

FUND : 33 CDBG GRANTS FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-N00347	MEHLBURGER BRAWLEY, INC					
		I-MC-11-03-01	33 -5871513	2010 CDBG PRO 2010CDBG WTR & SWR IMP.	058003	1,600.00
01-W00006	W. BROWN ENTERPRISES, I					
		I-PMT #3	33 -5871405	CAPITAL OUTLA 2009 WATER & SEWER IMP.	058035	68,937.50
			FUND 33	CDBG GRANTS FUND	TOTAL:	70,537.50



PACKET: 07558 CLAIMS FOR 12/27/2011

VENDOR SET: 01

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-A00751	ATWOODS					
		I-78319	35 -5862203	REPAIRS & MAI OPEN PO FOR SMALL PARTS	057944	5.99
		I-79419	35 -5862203	REPAIRS & MAI OPEN PO FOR SMALL PARTS	057944	54.58
01-A00770	AUTO PARTS CO					
		I-895270	35 -5862204	SMALL TOOLS IMPACT WRENCH-SHOP USE	057945	519.00
01-B00110	BARRETT'S AUTO PRODUCTS					
		I-40796	35 -5862203	REPAIRS & MAI TIRE REPAIR MATERIALS	057947	350.00
01-B00150	BEALES GOODYEAR TIRES					
		I-MC-190146	35 -5862203	REPAIRS & MAI 4 TIRES FOR G-2	057949	271.20
		I-MC-190147	35 -5862203	REPAIRS & MAI 4 TIRES FOR G-2	057949	224.76
		I-MC-190148	35 -5862203	REPAIRS & MAI 4 TIRES FOR PK-11	057949	585.64
		I-MC-190273	35 -5862203	REPAIRS & MAI POLICE VEHICLE TIRES	057949	1,313.04
01-F00015	FLEETCOR TECHNOLOGIES					
		I-201112193209	35 -5862212	FUEL EXPENSE FUEL EXP - NOV - FLEET MAINT	057973	476.01
01-G00310	GIB'S TRANSMISSION, INC					
		I-2526	35 -5862203	REPAIRS & MAI REBUILD TRANS ON PD-68	057974	1,840.81
		I-2541	35 -5862203	REPAIRS & MAI REBUILD TRANS-PD25 UNIT	057974	2,024.94
01-Q00022	QUALITY TRANSMISSION WO					
		I-1039	35 -5862203	REPAIRS & MAI TRANS REPAIR ON TC-6	058015	428.14
01-T00499	TRACTOR SUPPLY COMPANY					
		C-90602	35 -5862207	CLOTHING ALLO CLOTHING ALLOWANCE	058025	21.99-
		I-84720	35 -5862207	CLOTHING ALLO CLOTHING ALLOWANCE	058026	87.96
		I-85068	35 -5862207	CLOTHING ALLO CLOTHING ALLOWANCE	058028	56.00
		I-86584	35 -5862207	CLOTHING ALLO CLOTHING ALLOWANCE	058030	25.00
		I-87368	35 -5862207	CLOTHING ALLO CLOTHING ALLOWANCE	058030	69.98
		I-90600	35 -5862207	CLOTHING ALLO CLOTHING ALLOWANCE	058031	21.99
		I-90603	35 -5862207	CLOTHING ALLO CLOTHING ALLOWANCE	058031	20.00
				FUND 35 FLEET MAINTENANCE	TOTAL:	8,353.05

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-M00629	MUTUAL ASSURANCE ADIMIN					
		I-7272	36 -5215315	THIRD PARTY A YEARLY FEE FOR WC MGMT	057994	941.68
			FUND	36 WORKER'S COMPENSATION	TOTAL:	941.68

PACKET: 07558 CLAIMS FOR 12/27/2011

VENDOR SET: 01

FUND : 41 CIP FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00419	BOB HURLEY FORD					
		I-109206	41 -5321401	CAPITAL OUTLA 3 NEW POLICE CARS	057954	86,395.20
01-J00069	J.S. HAREN COMPANY					
		I-PMT #5	41 -5975402	WATER TREATME WTP FILTER & CLEARWELL	057983	43,913.07
01-S00350	SIGNS BY JADE					
		I-11-00564	41 -5321401	CAPITAL OUTLA DECALS FOR 3 NEW VEHICLES	058021	1,179.00
		I-11-01507	41 -5321401	CAPITAL OUTLA FEE TO CHG UNIT NUMBERS	058021	210.00
			FUND	41 CIP FUND	TOTAL:	131,697.27

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 22

PACKET: 07558 CLAIMS FOR 12/27/2011

VENDOR SET: 01

FUND : 42 FEDERAL FORFEITURE FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-W00040	WALMART COMMUNITY BRC					
		I-03626	42 -5321401	CAPITAL OUTLA TV FOR DISPATCH	058036	199.00
				FUND 42	FEDERAL FORFEITURE FUND TOTAL:	199.00
					REPORT GRAND TOTAL:	542,205.17

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2011-2012	01 -2105	COLLECTION AGENCY 25% (COU	3,727.00				
	01 -5101202	OPERATING SUPPLIES	460.00	10,580	1,015.37		
	01 -5101331	EMPLOYEE TRAVEL & TRAININ	85.00	1,000	740.00		
	01 -5210202	OPERATING SUPPLIES	140.39	3,200	1,698.84		
	01 -5210302	CONSULTANTS/LABOR RELATION	12,362.83	65,000	6,029.17-	Y	
	01 -5210330	DUES & SUBSCRIPTIONS	596.00	2,300	198.50		
	01 -5210331	EMPLOYEE TRAVEL & TRAININ	275.00	5,000	2,076.49		
	01 -5211202	OPERATING SUPPLIES	336.76	6,200	4,175.79		
	01 -5211331	EMPLOYEE TRAVEL & TRAININ	147.78	6,000	4,904.44		
	01 -5212317	ADVERTISING & PRINTING	43.78	2,000	831.29		
	01 -5212331	EMPLOYEE TRAVEL & TRAININ	121.16	2,500	1,623.31		
	01 -5213202	OPERATING SUPPLIES	198.76	6,600	4,884.94		
	01 -5213336	FEES	200.00	3,000	1,800.00		
	01 -5214302	CONSULTANTS	3,249.00	90,200	3,486.51-	Y	
	01 -5215250	CONTINGENCY - (CTY MGR)	10,480.00	21,000	1,538.00		
	01 -5215313	ELECTRIC UTILITY	26,350.66	360,000	204,843.95		
	01 -5215314	GAS UTILITY	109.99	15,000	14,666.19		
	01 -5225212	FUEL EXPENSE	118.36	1,646	985.24		
	01 -5225349	SOFTWARE MAINTENANCE	700.00	36,355	1,476.90		
	01 -5320202	OPERATING EXPENSE	58.21	4,500	3,425.44		
	01 -5320328	INTERNET SERVICE	116.75	1,500	799.50		
	01 -5321202	OPERATING SUPPLIES	432.01	13,500	8,970.66		
	01 -5321212	FUEL EXPENSE	9,486.42	112,700	57,483.52		
	01 -5321308	CONTRACTED SERVICES	350.00	15,000	4,620.00		
	01 -5322212	FUEL EXPENSE	572.22	7,291	3,868.95		
	01 -5431202	OPERATING SUPPLIES	517.23	15,000	7,954.21		
	01 -5431207	CLOTHING ALLOWANCE	271.12	18,500	4,676.28		
	01 -5431212	FUEL EXPENSE	1,652.78	19,639	10,030.64		
	01 -5431316	REPAIRS & MAINTENANCE	304.75	7,500	4,520.33		
	01 -5431328	INTERNET SERVICE	62.95	2,800	1,855.75		
	01 -5431330	DUES & SUBSCRIPTIONS	190.00	10,000	6,261.00		
	01 -5432202	OPERATING SUPPLIES	795.95	15,000	3,697.69		
	01 -5432203	REPAIR & MAINT SUPPLIES	183.35	7,500	3,818.26		
	01 -5432204	SMALL TOOLS	491.00	18,200	7,548.00		
	01 -5432212	FUEL EXPENSE	2,031.62	18,463	9,321.99		
	01 -5542203	REPAIRS & MAINT SUPPLIES	2,242.11	53,600	16,852.19		
	01 -5542204	SMALL TOOLS	314.98	2,000	682.60		
	01 -5542207	CLOTHING ALLOWANCE	887.87	2,750	1,131.13		
	01 -5542212	FUEL EXPENSE	2,196.49	42,140	24,262.76		
	01 -5542308	CONTRACTED SERVICES	300.21	14,000	3,717.23		
	01 -5542328	INTERNET SERVICE	148.60	2,000	1,184.05		
	01 -5542331	EMPLOYEE TRAVEL & TRAININ	200.00	1,900	116.33		
	01 -5543202	OPERATING SUPPLIES	269.40	11,500	6,985.01		
	01 -5544203	REPAIRS & MAINTENANCE SUPP	44.98	4,500	2,870.97		
	01 -5544212	FUEL EXPENSE	79.61	1,764	170.18		

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

				=====LINE ITEM=====			=====GROUP BUDGET=====		
YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
01	-5544308	CONTRACT LABOR	106.00	29,600	23,169.00				
01	-5547207	CLOTHING ALLOWANCE	331.92	1,250	535.08				
01	-5547212	FUEL EXPENSE	588.89	8,330	2,839.82				
01	-5548202	OPERATING SUPPLIES	54.40	1,500	1,000.00				
01	-5548203	REPAIRS & MAINTENANCE SUPP	3,500.70	50,000	12,284.83				
01	-5548204	SMALL TOOLS	953.91	1,000	46.09				
01	-5548207	CLOTHING ALLOWANCE	182.94	1,000	420.06				
01	-5548212	FUEL EXPENSE	514.29	6,703	3,817.78				
01	-5548328	INTERNET SERVICE	75.65	1,000	546.10				
01	-5652202	OPERATING SUPPLIES	24.95	2,760	265.74				
01	-5652207	CLOTHING ALLOWANCE	262.97	1,000	430.03				
01	-5652212	FUEL EXPENSE	292.32	5,645	3,572.47				
01	-5652336	FEES	28.00	2,500	2,000.00				
01	-5653202	OPERATING SUPPLIES	438.52	2,800	895.13				
01	-5653207	CLOTHING ALLOWANCE	78.00	250	100.00				
01	-5653212	FUEL EXPENSE	64.66	941	638.25				
01	-5653317	ADVERTISING & PRINTING	205.60	1,400	324.30				
01	-5653348	DRUG TESTING/PHYSICALS	379.00	8,000	1,344.85				
01	-5865202	OPERATING SUPPLIES	105.73	4,000	1,842.67				
01	-5865203	REPAIR & MAINT SUPPLIES	4,914.02	75,000	36,506.96				
01	-5865207	CLOTHING ALLOWANCE	853.85	3,438	1,647.09				
01	-5865212	FUEL EXPENSE	3,371.94	27,400	9,355.56				
01	-5865218	STREET REPAIRS & MAINTENAN	4,734.00	240,000	97,622.45				
01	-5865328	INTERNET SERVICE	75.65	1,510	565.70				
02	-5216202	OPERATING SUPPLIES	547.50	18,300	12,893.33				
02	-5216207	CLOTHING ALLOWANCE	425.91	1,000	436.09				
02	-5216212	FUEL EXPENSE	353.16	11,760	8,694.48				
02	-5216336	FEES	293.16	4,500	2,741.04				
02	-5267313	ELECTRIC UTILITY	33,815.93	505,000	286,064.05				
02	-5267314	GAS UTILITY	166.36	7,000	6,799.47				
02	-5267315	TELEPHONE UTILITY	2,411.36	50,000	25,069.57				
02	-5267316	WATER UTILITY	43.34	8,300	5,639.91				
02	-5864207	CLOTHING ALLOWANCE	126.00	1,063	633.00				
02	-5864212	FUEL EXPENSE	79.64	44,100	37,856.94				
02	-5864308	CONTRACTED LANDFILL SERVIC	4,263.08	60,000	3,644.09				
02	-5866207	CLOTHING ALLOWANCE	39.99	250	100.01				
02	-5866212	FUEL EXPENSE	1,960.71	23,520	13,822.23				
02	-5866230	RECYCLING CENTER EXPENSE	100.00	7,000	5,200.00				
02	-5871202	OPERATING SUPPLIES	100.86	3,000	919.40				
02	-5871207	CLOTHING ALLOWANCE	47.00	500	203.00				
02	-5871212	FUEL EXPENSE	62.25	3,528	2,519.46				
02	-5871302	CONSULTANTS	262.00	88,000	26,235.25				
02	-5972212	FUEL EXPENSE	158.33	2,352	1,608.86				
02	-5973203	REPAIRS & MAINT SUPPLIES	6,256.00	65,000	9,224.38				
02	-5973207	CLOTHING ALLOWANCE	770.72	3,000	1,466.28				

## \*\* 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	-5973212	FUEL EXPENSE	854.72	13,171	8,458.40		
02	-5973302	CONSULTANTS (IND. PRETREAT	5,413.70	85,000	21,976.50		
02	-5973304	LAB TESTING	54.47	38,100	12,337.07		
02	-5973316	REPAIRS & MAINTENANCE	2,778.40	45,000	20,898.65		
02	-5974203	REPAIRS & MAINT SUPPLIES	1,783.53	63,000	9,315.16		
02	-5974206	CHEMICALS	3,383.38	381,200	66,943.39		
02	-5974207	CLOTHING ALLOWANCE	996.92	2,000	867.08		
02	-5974212	FUEL EXPENSE	499.62	22,344	17,322.92		
02	-5974304	LAB TESTING	24.00	35,000	12,792.05		
02	-5974317	ADVERTISING/PRINTING/POSTA	97.15	2,000	179.38		
02	-5974329	DEQ FEES	62.00	7,000	6,212.00		
02	-5974331	EMPLOYEE TRAVEL & TRAININ	205.00	1,000	555.67		
02	-5975202	OPERATING SUPPLIES	271.49	2,000	588.39		
02	-5975207	CLOTHING ALLOWANCE	864.81	2,500	932.19		
02	-5975212	FUEL EXPENSE	3,680.62	47,040	28,131.48		
02	-5975218	STREET REPAIRS & MAINTENAN	30,612.83	109,850	756.48		
02	-5975230	SEWER MAIN REPAIR	207.47	36,750	17,013.09		
02	-5975328	INTERNET SERVICE	62.95	1,500	866.80		
03	-5876207	CLOTHING ALLOWANCE	253.91	750	303.09		
03	-5876212	FUEL EXPENSE	42.52	2,520	1,595.08		
05	-5218313	ELECTRIC UTILITY	122.83	1,400	753.15		
08	-5549207	CLOTHING ALLOWANCE	163.98	1,000	465.02		
08	-5549212	FUEL EXPENSE	673.34	9,948	5,268.91		
08	-5549308	CONTRACT SERVICES	677.99	17,000	10,291.29		
27	-5655214	TOURISM EXPENSE	220.00	31,125	1,331.42		
27	-5655355	CHAMBER OF COMMERCE TOURIS	10,290.00	10,290	0.00		
27	-5655401	CAPITAL OUTLAY	2,014.87	21,655	180.31		
28	-5654202	OPERATING SUPPLIES	183.86	5,000	3,725.33		
28	-5654203	REPAIR & MAINT SUPPLIES	307.91	20,000	8,181.77		
28	-5654207	CLOTHING ALLOWANCE	75.99	750	450.01		
28	-5654210	CONCESSION SUPPLIES	3,164.25	35,000	20,151.39		
28	-5654212	FUEL EXPENSE	246.42	1,500	437.52		
28	-5654313	ELECTRIC UTILITY	4,293.07	65,000	34,375.40		
28	-5654316	REPAIRS & MAINTENANCE	250.00	22,000	12,634.66		
28	-5654317	ADVERTISING & PRINTING	1,000.00	5,000	775.13		
29	-5324212	FUEL EXPENSE	264.45	1,470	308.73		
29	-5324315	TELEPHONE UTILITY	2,907.60	0	15,693.13-	Y	
29	-5324331	EMPLOYEE TRAVEL & TRAININ	858.00	5,000	113.82		
29	-5324401	CAPITAL OUTLAY	2,403.33	0	16,285.40-	Y	
30	-5211361	LOBBYING SERVICES	2,000.00	24,000	2,000.00		
30	-5652401	CAPITAL OUTLAY	87,885.00	602,000	102,719.00		
33	-5871405	CAPITAL OUTLAY	68,937.50	233,264	0.00		
33	-5871513	2010 CDBG PROJECT	1,600.00	148,000	146,400.00		
35	-5862203	REPAIRS & MAINTENANCE SUPP	7,099.10	378,972	176,829.29		
35	-5862204	SMALL TOOLS	519.00	5,000	192.00		

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	35 -5862207	CLOTHING ALLOWANCE	258.94	1,500		613.06			
	35 -5862212	FUEL EXPENSE	476.01	19,081		17,252.09			
	36 -5215315	THIRD PARTY ADM FEES	941.68	12,000		600.00			
	41 -5321401	CAPITAL OUTLAY	87,784.20	99,000		1,248.34			
	41 -5975402	WATER TREATMENT PLANT IMPR	43,913.07	429,341		14,422.00			
	42 -5321401	CAPITAL OUTLAY	199.00	41,200		383.07			
	** 2011-2012 YEAR TOTALS **		542,205.17						

NO ERRORS

\*\* END OF REPORT \*\*



PACKET: 07558 CLAIMS FOR 12/27/2011

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	12/2011	106,040.99CR
02	12/2011	104,136.36CR
03	12/2011	296.43CR
05	12/2011	122.83CR
08	12/2011	1,515.31CR
27	12/2011	12,524.87CR
28	12/2011	9,521.50CR
29	12/2011	6,433.38CR
30	12/2011	89,885.00CR
33	12/2011	70,537.50CR
35	12/2011	8,353.05CR
36	12/2011	941.68CR
41	12/2011	131,697.27CR
42	12/2011	199.00CR
=====		
ALL		542,205.17CR



# McAlester City Council

## AGENDA REPORT

Meeting Date: December 27, 2011  
Department: Finance  
Prepared By: Toni Ervin  
Date Prepared: December 19, 2011

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

### Subject

Consider, and act upon, approval of the attached City of McAlester, Oklahoma, Governmental Fund Balance Policy amendment.

### Recommendation

Motion to approve adopting the amendment to our existing Governmental Fund Balance Policy.

### Discussion

See attached Governmental Fund Balance Policy, to be included with the other City of McAlester Administrative Policies.

### Approved By

		Initial	Date
Department Head		T. Ervin	12/19/2011
City Manager	P. Stasiak	<i>PJS</i>	12/19/2011

# City of McAlester, Oklahoma

## Governmental Fund Balance Policy

### ***Background:***

In February 2009, the Governmental Accounting Standards Board (GASB) issued Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions, which requires the City Council to make certain decisions regarding the use of resources and classifications of ending fund balance in order for the annual financial reports (audits) to be in compliance with generally accepted account principles (GAAP).

The intent of GASB 54 is to improve the usefulness of the amounts reported in ending fund balances on the year-end financial reports by providing clearer fund balance classifications that can be more consistently applied and by clarifying the existing governmental fund type definitions.

For purposes of GASB 54, only governmental funds will be required to be classified under the new fund balance classifications. The classification of proprietary funds and fiduciary funds will not be affected by the implementation of GASB 54.

### ***Purpose:***

The purpose of City of McAlester, Oklahoma, Governmental Fund Balance Policy ("Policy") is to set forth the policy direction for the implementation of GASB Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions which establishes a hierarchy of fund balance classifications which are based primarily on the extent to which the City is bound by constraints placed on resources. Fiscal year 2010-2011 is the first year the City must implement this new statement.

### ***Policy:***

Fund Balance is defined as the excess of total assets as compared to total liabilities in a governmental fund.

As defined by GASB 54, the financial statement reporting for governmental funds will classify fund balances into five categories as follows, based primarily on the extent to which the government is bound to honor constraints on the specific purpose for which those funds can be spent.

- 1) **Nonspendable fund balance** – includes amounts that are not in a spendable form or are required to be maintained intact. Examples are inventory, prepaid expenses, long-term receivables (unless the proceeds are restricted, committed, or assigned), or corpus of a permanent fund.

- 2) **Restricted fund Balance** – includes amounts that can be spent only for the specific purposes stipulated by external providers either constitutionally or through enabling legislation as defined in GASB Statement No. 46. Examples include grants, donations from external parties, State constitutionally mandated gas excise tax, or enabling legislation whereby the government restricts itself, (i.e. of enabling is creating something new, such as a new revenue source,) and must have the weight of law (ordinance not a resolution).
- 3) **Committed fund balance** – includes amounts that can be used only for the specific purposes determined by a formal action of the government's highest level of decision-making authority which is the Council, and the highest form of legislation which is an ordinance. Commitments may be changed or lifted only by the government taking the same formal action that imposed the constraint originally. Action to constrain resources should occur within the fiscal reporting period while though the exact amount committed may be subsequently determined. This is where you would classify appropriation of existing fund balance when a budget is approved by ordinance.
- 4) **Assigned fund balance** – Amounts *intended* to be used by the government for specific purposes. Intent can be expressed by the governing body or by an official or body to which the governing body delegates the authority. In governmental funds other than the general fund, assigned fund balance represents the amount that is not restricted or committed. This indicates that resources in other governmental funds are, at a minimum, intended to be used for the purpose of that fund. Assignments for transfers and interest for governmental funds are made through the budgetary process. This is where you would classify appropriation of existing fund balance when a budget is approved by resolution.
- 5) **Unassigned fund balance** – is the residual classification of the general fund and includes all amounts not contained in other classifications. Unassigned amounts are technically available for any purpose. This is to be reported only in the general fund, except in cases of negative fund balance, these negative balances in other governmental funds are reported as unassigned.

***Governmental fund type definitions:***

GASB 54 provides further clarification on the use of various governmental fund types. For the City of McAlester, GASB 54 impacts the City's: General Fund, Special Revenue Funds, Capital Projects Funds and Debt Service Funds.

**General Fund:** Account for and report all financial resources not accounted for and reported in another fund.

**Special Revenue Funds:** Account for and report the proceeds of specific revenue sources that are:

1. Restricted or committed to expenditure for specified purposes other than debt service or capital projects.
2. Proceeds of specific revenue sources establish that one or more specific restricted or committed revenues should be the foundation for a Special Revenue Fund. The specific restricted or committed revenues may be initially received in another fund and subsequently distributed to a special revenue fund.
3. The restricted or committed proceeds of specific revenue sources should be expected to continue to comprise a substantial portion of the inflows reported in the fund.
4. Other resources (investment earnings and transfers from other funds, for example) also may be reported in the Special Revenue Fund if those resources are restricted, committed, or assigned to the specified purpose of the fund.

**Capital Projects Funds:** Account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital assets.

**Debt Service Funds:** Account for and report financial resources that are restricted, committed, or assigned to expenditure for principal and interest. Debt service funds should be used to report resources if legally mandated. Financial resources that are being accumulated for principal and interest maturing in future years should be reported in Debt Service Funds.

***Order of Expenditure of Funds:***

It is the City's policy to first use ***restricted*** fund balance prior to the use of ***unrestricted*** fund balance when an expense is incurred for purposes for which both ***restricted*** and ***unrestricted*** fund balance are available. The City's policy for the use of ***unrestricted*** fund balance amounts require that after ***restricted*** funds are used first, then ***committed*** amounts be reduced, followed by ***assigned*** amounts and then ***unassigned*** amounts when expenditures are incurred for purposes for which amounts in any of those fund balance classifications could be used. The only exception to this policy is for assigned interest income in governmental funds other than the General Fund. In those funds, interest income is used first before other revenues.



# McAlester City Council

## AGENDA REPORT

Meeting Date: December 27, 2011  
Department: Mayor/Council  
Prepared By: Cora Middleton, City Clerk  
Date Prepared: November 30, 2011

Item Number: 2  
Account Code: 01-5101350  
Budgeted Amount:   
Exhibits: 1

### Subject

Consider, and act upon, a resolution setting the election dates for Wards 1, 3, 5 and Mayor.

### Recommendation

Motion to approve resolution setting the election dates for Wards 1, 3, 5 and Mayor.

### Discussion

By law a Resolution must be presented to the County Election Board prior to filing of candidates and at least 60 days before the Primary election. The Resolution must be published no less than ten (10) days prior to the first date of filing. Attached is the Resolution regarding the elections for 2011. These dates were verified with the City Attorney and the County Election Board.

### Approved By

		<i>Initial</i>	<i>Date</i>
Department Head		CM	11/30/11
City Manager	P. Stasiak	<i>PJS</i>	12/19/11

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, under the provisions of the Charter of the City of McAlester, a Municipal Corporation, at elections to be held in the year 2012, Councilman from Wards 1, 3, 5 and the Mayor shall be elected for terms of four (4) years; and

**WHEREAS**, under the provisions of said Charter of the City of McAlester, qualifications for said office are as follows:

- A. **Mayor.** A qualified elector of the City who is at least 25 years of age and has resided in the City at least two (2) years.
- B. **Councilman.** A qualified elector of the City who is at least 25 years of age, who has resided in the City at least two (2) years, and has resided for a period of one (1) year in the respective ward which he seeks to represent.

**WHEREAS**, the filing period, as provided by said Charter, commences at 8:00 A.M., January 30, 2012, and expires at 5:00 P.M., February 1, 2012.

**WHEREAS**, under the provisions of the Charter of the City of McAlester, the Primary Election shall be held on the first Tuesday in March 2012, and the General Election shall be held on the first Tuesday in April 2012.

**NOW, THEREFORE, BE IT HEREBY RESOLVED:**

1. The Primary Election so provided shall be held on the 6th day of March 2012, between the hours of 7:00 A.M. and 7:00 P.M.
2. The offices to be voted upon in said election shall be the Office of Mayor of the City of McAlester, and every qualified elector of the City of McAlester shall be entitled to vote for one candidate for said office; and the Offices of Councilman for wards 1, 3 and 5 of the City of McAlester; and every qualified elector of each of said wards shall be entitled to vote for one candidate for Councilman from each ward.
3. The filing period for said election shall begin at 8:00 A.M., January 30, 2012, and expire at 5:00 P.M., February 1, 2012.
4. Persons qualified to file for the Office of Mayor are qualified electors of the City of McAlester, who are at least 25 years of age, and who have resided in the City of McAlester at least two (2) years.

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5. Persons qualified for the Office of Councilman are qualified electors of the City of McAlester, who are at least 25 years of age, who have resided in the City of McAlester at least two (2) years, and who have resided for a period of one (1) year in the ward for which they wish to file.
6. Both the Primary and General Election shall be non-partisan and no party designation or emblem shall be placed on the ballots.
7. The General Election so provided shall be held on the 3rd day of April 2012, between the hours of 7:00 A.M. and 7:00 P.M.
8. There shall be no required filing fee for the Office of Councilman.

**PASSED** and **APPROVED** the \_\_\_\_\_ day of December 2011.

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

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

**ATTEST:**

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

Deleted:





# McAlester City Council

## AGENDA REPORT

Meeting Date:	<u>December 27, 2011</u>	Item Number:	<u>3</u>
Department:	<u>City Manager</u>	Account Code:	<u>N/A</u>
Prepared By:	<u>Peter Stasiak</u>	Budgeted Amount:	<u>N/A</u>
Date Prepared:	<u>December 20, 2011</u>	Exhibits:	<u>(1) Signed Contract Attached</u>

### Subject

Consider, and act upon, authorizing the Mayor to sign a contract between Allied Waste Services of Alderson and the McAlester Public Works Authority for the City of McAlester's solid waste collection, removal and disposal.

### Recommendation

Motion to approve and act upon to accept the Allied Waste Services (AWS) of Alderson contract and authorize the Mayor to sign the document.

### Discussion

This contract reflects the changes that were not incorporated in the original contract dated July 1, 2010.

### Approved By

Department Head  
City Manager

P. Stasiak

*Initial*

*PJS*

*Date*

December 20, 2011

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

THIS CONTRACT, made and entered into this \_\_\_\_ day of December, 2011, by and between the **McAlester Public Works Authority, of McAlester, Oklahoma** (hereinafter called the "MPWA"), represented herewith by its duly elected and acting Chairman, Kevin E. Priddle, Allied Waste Systems, Inc, dba Allied Waste Systems of Alderson, a **Delaware corporation** qualified to do and actually doing business in the State of Oklahoma (hereinafter called "Contractor"), herein represented by its duly qualified and acting Agent.

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

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

☒ Residential and Commercial Units  
☒ Municipal Facilities
2. The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract:
  - a. Exhibit A - General Specifications
  - b. Exhibit B - Insurance Requirements
  - c. Exhibit C - Contractor's Pricing
  - d. Exhibit D - Contractor's Performance Bond
  - e. Exhibit E - Waste Material Collection Specifications for Residential Units
  - f. Exhibit F - Waste Material Collection Specifications for Municipal Facilities
  - g. Exhibit G - Waste Material Collection Specifications for Commercial, Industrial and C&D Units
  - h. Exhibit H - Waste Material Collection Specifications for Special Events
  - i. Exhibit I - Contractor's Industrial Pricing
  - j. Exhibit J - Disaster Clean-up Refuse Specifications
3. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon written consent of the parties. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.
4. The initial term of this Contract shall be from January 1, 2012 (the "Effective Date") until June 30, 2020. Further, a performance review conducted by the Contractor will be completed and submitted annually on or before May 31<sup>st</sup>. The Terms and Conditions of this CONTRACT shall be reviewed on June 1 during each year of the CONTRACT and may be ratified or renewed with changes agreeable to the CONTRACTOR and the AUTHORITY.
5. At the mutual option of the MPWA and Contractor, this Contract may be extended by either party giving written notice to the other party of its desire to so extend the Contract no later than one hundred eighty (180) days prior to the end of the initial or any extended period hereunder. Upon receipt of such written request, the receiving party may agree to such extension by providing written notice to the other party within thirty (30) days after receipt of the other party's written request for such extension. The terms and conditions as applicable to the initial term shall apply to the extended terms except for the pricing which shall be as provided in the pricing Exhibit to this Contract, and, such other changes as

may be mutually agreed upon by the MPWA and the Contractor. Absent either the timely written request from either party, or the timely written response from the other party agreeing to extend the term of this Contract, the Contract shall terminate on its scheduled expiration date.

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

(SEAL)

McAlester Public Works Authority  
of McAlester, Oklahoma

Attest:

\_\_\_\_\_  
Secretary

BY: \_\_\_\_\_  
Kevin E. Priddle  
Chairman

ON: \_\_\_\_\_, 2011

(SEAL)

Contractor: Allied Waste System, Inc.

Attest:

Kathleen D. Smith  
Secretary

BY: [Signature]  
Officer

ON: December 19th, 2011



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

1.0 DEFINITIONS OF ITEMS INCLUDED IN THIS CONTRACT

- 1.01 Bags
- 1.02 Bin
- 1.03 Bundle
- 1.04 City
- 1.05 Commercial and Industrial Refuse
- 1.06 Construction Debris
- 1.07 Container for Garbage, Rubbish & Yard Waste Collection
- 1.08 Disposal Site
- 1.09 Garbage
- 1.10 House-side Handicapped
- 1.11 Institutional Solid Waste
- 1.12 Large Commercial and Industrial Unit
- 1.13 Multi-Family
- 1.14 Municipal Facilities
- 1.15 Producer
- 1.16 Recycling
- 1.17 Residential Unit
- 1.18 Rubbish
- 1.19 Small Dead Animals
- 1.20 Solid Waste
- 1.21 Waste Material
- 1.22 Yard Waste

2.0 DEFINITIONS OF ITEMS EXCLUDED FROM THIS CONTRACT

- 2.01 Bulky Waste
- 2.02 Excluded Waste
- 2.03 Hazardous Waste
- 2.04 Large Dead Animals
- 2.05 Offal Waste
- 2.06 Special Waste
- 2.07 Stable Matter
- 2.08 Vegetable Waste

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- 3.01 General
- 3.02 Work Not Covered By Contract

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- 4.02 Hours of Operation
- 4.03 Routes of Collection
- 4.04 Holidays
- 4.05 Complaints
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- 4.07 Office
- 4.08 Hauling
- 4.09 Disposal
- 4.10 Notification
- 4.11 Point of Contact
- 4.12 Litter or Spillage

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- 5.01 Waste Material Collection and Disposal Rates (Exhibits C, E, F and H)

- 5.02 Additional Costs and Charges
- 5.03 Modification to Rates
- 5.04 MPWA to Act as Collector
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7.0 NON-DISCRIMINATION

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9.0 LICENSES AND TAXES

10.0 FORCE MAJEURE

11.0 ASSIGNMENT OF CONTRACT

12.0 EXCLUSIVE CONTRACT

13.0 TITLE TO WASTE AND RECYCLABLE MATERIALS

14.0 TERMINATION OF CONTRACT

15.0 CONTRACTOR'S PROPERTY

16.0 NEWLY DEVELOPED AREAS

17.0 MISCELLANEOUS TERMS

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

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

- 1.01 Bags – Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 35 lbs.
- 1.02 Bin – Metal receptacle designed to be lifted and emptied mechanically for use primarily at selected Municipal Facilities and Large Commercial and Industrial Units.
- 1.03 Bundle – Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length or thirty-five (35) lbs. in weight.
- 1.04 City - MPWA – McAlester Public Works Authority of McAlester, Oklahoma.
- 1.05 Commercial and Industrial Refuse – All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated by a Producer at a Large Commercial and Industrial Unit.
- 1.06 Construction Debris – Waste building materials resulting from construction, remodeling, repair or demolition operations at a Residential Unit, Municipal Facility or Large Commercial and Industrial Unit.
- 1.07 Container for Garbage, Rubbish & Yard Waste Collection – A receptacle with the capacities designated on the exhibits hereto that is designed for the purpose of curbside collection of Garbage, Rubbish and Yard Waste and is constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid. The mouth of a container shall have a diameter greater than equal to that of the base. The weight of a container and its contents shall not exceed 50 lbs.
- 1.08 Disposal Site – A Waste Material depository designated by Contractor, including but not limited to sanitary landfills, transfer stations, incinerators, recycling facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material and Small Dead Animals.
- 1.09 Garbage – Any and all Small Dead Animals; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Excluded Waste.
- 1.10 House-side Handicapped – A location designated by the MPWA when there is no able-bodied person residing in a residential unit that can take the receptacle to the curb. In such instances when the physical condition of the resident(s), either permanent or temporary, is such that he/she can not physically maneuver a receptacle to the designated pick-up area, an employee of CONTRACTOR will retrieve the receptacle from the side of the house and return it to its original location. The MPWA shall contact CONTRACTOR with start and end dates (if applicable) for those eligible residents.

- 1.11 Institutional Solid Waste – Solid waste originating from education, health care and research facilities such as schools, hospitals, nursing homes, laboratories and other similar establishments.
- 1.12 Large Commercial and Industrial Unit – All premises, locations or entities, public or private, requiring Garbage and Rubbish collection within the corporate limits of City that are not classified as a Residential Unit or Municipal Facility.
- 1.13 Multi-Family – The term multi-family shall refer to all residential dwelling units of more than one (1) unit considered to be condominiums, apartment houses or grouped housing.
- 1.14 Municipal Facilities – Means only those specific municipal locations as set forth on Exhibit F of this Contract, or those added as prescribed therein.
- 1.15 Producer – An operator or occupant of a commercial or industrial facility or a Residential Unit who generates Garbage, Rubbish, Yard Waste or Recyclable Materials.
- 1.16 Recycling – The collection of and the delivery of Recyclable Materials pursuant to the Contract Documents.
- 1.17 Residential Unit – A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit. For purposes of this Contract, a Residential Unit shall include a Producer at a small commercial business whose Garbage and Rubbish is placed in not more than one 95 gallon container provided by Contractor, per collection day, including but not limited to, offices, stores, service stations, restaurants, amusement centers, schools, churches, etc. located within the boundaries of the City.
- 1.18 Rubbish – All waste wood, wood chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Excluded Waste.
- 1.19 Small Dead Animals – Animals or portions thereof less than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.
- 1.20 Solid Waste – useless, unwanted or discarded materials with insufficient liquid content to be free-flowing, that result from domestic, industrial, commercial, agricultural, governmental and community operations which require proper storage, collection, transportation and disposal to prevent environmental pollution inimical to public health, safety and welfare. Solid Waste does not include sewage, earth or material used to fill land in accordance with construction codes, mining residues, slag, dissolved or suspended solids in industrial waste water effluents which are not acceptable for disposal in sanitary sewage treatment system or any material included in the definition of Excluded Waste.
- 1.21 Waste Material. Waste Material is all nonhazardous, Solid Waste (including Garbage, Rubbish, Yard Waste and Recyclable Materials) generated at Residential, Commercial or Municipal Units that is not excluded by this Contract. Waste Material shall not include any Excluded Waste.

- 1.22 Yard Waste – Grass, leaves, flowers, stalks, stems, tree trimmings, branches, and tree trunks. For yard waste collection services, grass, pine needles, leaves, flowers, stalks, stems, and small tree trimmings (less than two (2) feet in length and less than two (2) inches in diameter) shall be in a container, bag or box the weight of which shall not exceed thirty-five (35) pounds. Larger tree trimmings shall be laid neatly in piles at curbside. The maximum weight of any item placed out for yard waste collection shall be thirty-five (35) pounds. Branches in excess of two (2) feet in length may, but are not required to be, in a container, bag or box. Contractor shall be obligated to collect no more than three (3) bags per week from each Residential Unit. Any collections needed by a Residential Unit in excess of such amount must be individually contracted by the Residential Unit Producer with Contractor under terms, prices and documents acceptable to both the Residential Unit Producer and Contractor. As an alternative to accepting three (3) bags per week of yard waste, Contractor, at its sole discretion, may provide (1) additional polycart, free of charge, to facilitate operational efficiency.

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

- 2.01 Residential Bulky Waste (excluded from this Contract)– Stoves, refrigerators (with all CFC removed), water tanks, washing machines, furniture and other similar items, and, materials other than Construction Debris, Large Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Bins or Containers, as the case may be.
- 2.02 Excluded Waste (excluded from this Contract)– Excluded Waste is all Bulky Waste, Large Dead Animals, Hazardous Waste, Offal Waste, Stable Matter, Vegetable Waste, and, Special Waste.
- 2.03 Hazardous Waste (excluded from this Contract)– Hazardous Waste is a form of Excluded Waste and is defined as any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic Hazardous Waste as defined by federal, state, provincial or local law or any otherwise regulated waste. Hazardous Waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable federal, state or local laws or regulations.
- 2.04 Large Dead Animals (excluded from this Contract)– Animals or portions thereof equal to or greater than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.
- 2.05 Offal Waste (excluded from this Contract)– Waste animal (land or marine) matter from establishments such as butcher shops, slaughterhouses, food processing and packing plants, rendering plants and fertilizer plants.
- 2.06 Special Waste (excluded from this Contract) – Special Waste is a form of Excluded Waste and is defined as nonhazardous, solid waste that is subject to additional governmental regulations or special handling requirements in collection, transportation, processing or disposal as a result of the characteristics of, or processes which generate, such waste. Special Waste includes, but is not limited to:
- (a) waste iron from a commercial or industrial activity;
  - (b) waste generated by an industrial process or a pollution control process;
  - (c) waste which may contain free liquids;
  - (d) waste which may contain residue and debris from the cleanup of a spill of petroleum, chemical or commercial products or wastes, or contaminated residuals;
  - (e) articles from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes;



- (f) wastes which are nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 ("RCRA");
  - (g) asbestos containing or asbestos bearing material that has been properly secured under existing federal, state, provincial and local laws, rules and regulations;
  - (h) containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are "empty" as defined by RCRA;
  - (i) municipal or commercial solid waste that may have come into contact with any of the foregoing;
  - (j) filter cake sludge wastes from waste water treatment processes;
  - (k) wastes containing any regulated polychlorinated biphenyls; and,
  - (l) ash, sludge, tires and powders.
- 2.07 Stable Matter (excluded from this Contract)– All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.
- 2.08 Vegetable Waste (excluded from this Contract) – Putrescible solid waste resulting from the processing of plants for food by commercial establishments such as canneries. This definition does not include waste products resulting from the preparation and consumption of food in places such as cafeterias and restaurants.

### **3.0 SCOPE OF WORK**

- 3.01 General The work under this Contract shall consist of all the supervision, materials, equipment, labor and all other items necessary to collect and dispose of the Waste Material from all Residential Units and other specified locations in accordance with the Contract Documents. Specifically, the work under this Contract is as described in detail in the following Exhibits:
- 3.01.1 Exhibit E – Waste Material Collection Specifications for Residential Units
  - 3.01.2 Exhibit F – Waste Material Collection Specifications for Municipal Facilities
  - 3.01.3 Exhibit G – Waste Material Specifications for Special Events.
- 3.02 Work Not Covered By Contract. The work under this Contract does not include:
- 3.02.1 the collection or disposal of Excluded Waste materials;
  - 3.02.2 the collection or disposal of any recyclable materials from Large Commercial and Industrial Units in the City.
  - 3.02.3 Provided the exclusions listed above do not apply to any work listed on Exhibit G for waste collection for Special Events.

### **4.0 COLLECTION OPERATIONS – GENERAL PROVISIONS**

#### **4.01 Location of Containers for Collection**

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

#### **4.02 Hours of Operation**

Collection of Waste Material shall not start before 6:00 A.M. or continue after 6:00 P.M. on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the MPWA and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

4.03 Routes of Collection

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

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

Thanksgiving Day and Christmas Day

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

4.05 Complaints – All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of Waste Material not collected within 24 hours after the complaint is received.

4.06 Collection Equipment – The Contractor shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State for regular municipal waste collection services. For Waste Material collection, all vehicles and other equipment shall be kept in good repair and appearance at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor.

4.07 Office – The Contractor shall maintain an office or such other facilities through which it can be contacted by direct visit or by local (toll free) call from anywhere in the City. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 A.M. to 5:00 P.M. on regular collection days.

4.08 Hauling – All Waste Material hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing is minimized.

4.09 Disposal – All Waste Material collected within the City under this Contract shall be deposited at any Disposal Site properly authorized by the State. The Contractor shall negotiate directly with the Owner/Operator of the Disposal Site for permission to use the Disposal Site and the Contractor shall bear all disposal costs.

4.10 Notification – The MPWA shall notify all Producers at Residential Units about complaint procedures, rates, regulations, and day(s) for scheduled Waste Material collections.

- 4.11 Point of Contact – All dealing, contacts, etc., between the Contractor and the MPWA shall be directed by the Contractor to the MPWA's point of contact specified in the applicable Exhibit, and, by the MPWA to the Contractor's General Manager or Operations Manager.
- 4.12 Litter or Spillage – The Contractor shall not litter premises in the process of making collections, but Contractor shall not be required to collect any Waste Material that has not been placed in approved containers or in a manner herein provided. During hauling, all Waste Material shall be contained, tied or enclosed so that leaking, spillage or blowing is minimized. In the event of spillage by the Contractor, the Contractor shall be required to clean up the litter caused by the spillage.

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

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

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

### **5.02 Additional Costs and Charges**

- 5.02.1 Cost Recovery Fees. In addition to the above, the Contractor may petition the MPWA at any time for additional rate and price adjustments at reasonable times on the basis of unusual changes in its cost of operations, an increase in the number of Residential Units such as City growth or annexation; and for other reasons. Excluding increases in house counts, such rate adjustments shall be subject to the review and consent of the MPWA
- 5.02.2 Change in Law. Contractor may pass through certain cost increases directly to the MPWA, upon thirty (30) days notice, to adjust for increases in direct cost of Contractor due to , changes in local, state, or federal rules, ordinances or regulations, and changes in taxes, fees or other governmental charges (other than income or real property taxes).
- 5.02.3 Except as provided expressly herein, the charges for Contractor's service with respect to this work shall include all taxes, transportation costs and disposal fees.

### **5.03 Modification to Rates**

- 5.03.1 The fees in Exhibit C which may be charged by the Contractor for the second and subsequent years of the term hereof shall be adjusted to reflect changes in the cost of operations, as reflected by fluctuations in the Consumer Price Index for Urban Wage Earners and Clerical Workers "All Items" for the Midwest Region Size Class D and "Other Fuels" for the U.S. City Average both as published by the U. S. Department of

Labor, Bureau of Labor Statistics. It is expressly understood and agreed that the maximum annual increase shall not exceed three and one-half percent (3.5%). As of the month of April, and every twelve (12) months thereafter (the "Rate Modification Date"), the fees shall be increased or decreased for the ensuing twelve-month period in a percentage amount not to exceed three and one-half percent (3.5%), up to 90 percent (90%) of the net percentage change of the "All Items" Index, plus ten percent (10%) of the net percentage change of the "Other Fuels" Index. All percentage changes are to be computed as the difference between the index value for April prior to the commencement of the contract and the index value for the Rate Modification Date divided by the index value for the first full month prior to commencement of the contract. The resulting total percentage change is applied to the rates in Exhibit C as of the effective date of this Contract to derive the rates that will be applied during the following twelve-month period of this Contract.

- 5.03.2 Those additional costs and charges provided under 5.02 must be set out and accounted for separately on monthly statements provided by Contractor to the MPWA and shall be considered and included as part of the CPI adjustment for the ensuing fiscal year of the contract term on any such items of additional charges as are replicated in the CPI adjustment on a percentage basis.
- 5.03.3 As soon as possible after a Rate Modification Date, Contractor shall send to the MPWA a comparative statement setting out the "All Items" Index for the Midwest Region Size Class D to include: (1) the value on the first full month prior to the commencement of the contract; (2) index value on the Rate Modification Date preceding the date of the statement; (3) the net percentage change; (4) the composite percentage change equal to 90 percent of the net percentage change in the All Items Index; and (5) the increase or decrease in the rates which may be charged by the Contractor. On the next billing date after the receipt of the comparative statement, the rates charged by the Contractor shall be modified to reflect any change until a different comparative statement is received by the MPWA.
- 5.04 MPWA to Act as Collector – The MPWA shall submit statements to and collect from all Residential Units for services provided by the Contractor pursuant to this Contract, including those accounts that are delinquent.
- 5.05 Delinquent and Closed Accounts – The Contractor shall discontinue Waste Material collection service at any Residential Unit as set forth in a written notice sent to it by the MPWA. Provided the Contractor shall be responsible to notify the MPWA of any information it may gain during the course of performing its duties, which would mitigate the MPWA's loss due to discontinued trash service during the billing period. Upon further notification by the MPWA, the Contractor shall resume Waste Material collection on the next regularly scheduled collection day.
- 5.06 Contractor Billings to MPWA – The Contractor shall bill the MPWA for Waste Material and Recyclable Material collection and disposal services rendered to Residential Units and Municipal Facilities within ten (10) days following the end of the month and the MPWA shall pay the Contractor on or before the 30<sup>th</sup> day following the receipt of Contractor's bill. Such billing and payment shall be based on the price rates and schedules set forth in the Contract Documents. The Contractor shall be entitled to payment for service rendered to Residential Units whether or not MPWA collects from the customer for such service, provided such payment shall be made on a pro-rata basis as determined by the last date service is provided to such delinquent or closed account if such last service date can be determined and if not, then on a 50/50 prorated basis. Payments not made by the MPWA on or before their due date shall be subject to late fees of: a) the greater of five dollars (\$5) or one percent (1.0%) per month or portion thereof; or, b) the maximum allowed by

law, if less than a). In the event the MPWA withholds payment of a portion or whole of an invoice and it is later determined that a portion or all of such withheld amount is owed to Contractor, such amount shall be subject to the late fees provided herein from the original due date until paid by MPWA.

- 5.07 Audit – The MPWA may request and be provided with an opportunity to audit of all relevant books and records of Contractor which are used to support the calculations of the charges invoiced to the MPWA under this Contract. Such audits shall be paid for by the MPWA and shall be conducted under mutually acceptable terms at the Contractor's premises in a manner which minimizes any interruption in the daily activities at such premises. The scope of any such audit may encompass only the relevant books and records pertaining to charges which were invoiced to the MPWA within ninety (90) days of any such audit request from the MPWA.
- 5.08 House Count—The Contractor and the MPWA shall, at a minimum conduct an annual house count for purposes of insuring that all Residential units are accounted for and that payment and billing reflect the proper house count figures.

## **6.0 COMPLIANCE WITH LAWS**

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

## **7.0 NON-DISCRIMINATION**

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

## **8.0 RISK ALLOCATION AND INDEMNITY**

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

## **9.0 LICENSES AND TAXES**

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

## **10.0 FORCE MAJEURE**

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

## **11.0 ASSIGNMENT OF CONTRACT**

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

## **12.0 EXCLUSIVE CONTRACT**

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

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

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

## **14.0 TERMINATION OF CONTRACT**

14.01 In the event of a failure by Contractor to perform any material provision of this Contract, the MPWA shall give written notice of such breach to the Contractor along with at least thirty (30) days (the "cure period") to correct such breach. MPWA may terminate this Contract after such cure period if Contractor has not adequately corrected such breach in accordance with this Contract and MPWA so notifies Contractor in writing of such termination action. At such time, MPWA shall pay Contractor only all charges and fees for the services performed on or before such termination date. Thereafter, in the event such termination occurs during the initial term of this Contract, MPWA, as its sole and exclusive remedy may exercise its rights under Contractor's performance bond, and procure the services of another waste services provider to complete the work covered under this Contract for the remainder of the time period covered by the initial term

of this Contract. Except for such right during the initial term of this Contract, following any such termination and the final payment from the MPWA to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in this Contract and arising prior to such termination date.

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

## **15.0 CONTRACTOR'S PROPERTY**

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

## **16.0 NEWLY DEVELOPED AREAS**

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

## **17.0 MISCELLANEOUS TERMS**

- 17.01 Contractor may provide any of the services covered by this Contract through any of its affiliates or subcontractors, provided that Contractor shall remain responsible for the performance of all such services and obligations in accordance with this Contract.
- 17.02 Contractor shall have no confidentiality obligation with respect to any Waste Materials collected pursuant to this Contract.
- 17.03 Except as may be specifically provided herein, Contractor provides no guarantees or warranties with respect to the work performed. No liquidated or consequential damages may be assessed against Contractor by MPWA.
- 17.04 No intellectual property (IP) rights in any of Contractor's IP are granted to MPWA under this Contract.
- 17.05 This Contract shall be binding upon and inure solely to the benefit of the parties and their permitted assigns.

- 17.06 If any provision of this Contract shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Contract. In either case, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected thereby.
- 17.07 The failure or delay on the part of either party to exercise any right, power, privilege or remedy under this Contract shall not constitute a waiver thereof. No modification or waiver by either party of any provision shall be deemed to have been made unless made in writing. Any waiver by a party for one or more similar events shall not be construed to apply to any other events whether similar or not.
- 17.08 This Contract shall be interpreted and governed by the laws of the state where the work is performed.
- 17.09 This Contract sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Contract.
- 17.10 If any litigation is commenced under this Contract, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses and court or other costs incurred in such litigation or proceeding.



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

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

**Workers' Compensation**

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

**Automobile Liability**

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

**Commercial General Liability**

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

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

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

**EXHIBIT C**  
**CONTRACTOR'S PRICING**

**McAlester, OK**  
**Effective January 1, 2012**

<b>COMMERCIAL</b>					
Collection Rates	1X per week	2X per week	3X per week	4X per week	5X per week
2 CY Container	\$31.39	\$62.78	\$94.17	\$125.57	\$156.97
4 CY Container	\$62.78	\$125.57	\$188.36	\$251.14	\$313.93
6 CY Container	\$94.17	\$188.36	\$282.53	\$376.71	\$470.89
8 CY Container	\$125.57	\$251.14	\$376.71	\$502.29	\$627.85
95 Gal Comm Cart	\$15.53				

<b>RESIDENTIAL</b>	
Service	1 x week
Residential Cart	\$9.26
includes handicap house-side svc)	
Second cart	\$0.00
Third cart	\$3.11

**EXHIBIT D**  
**CONTRACTOR'S PERFORMANCE BOND**

(Performance Bond included on following pages)

**Remainder of this page intentionally left blank**



## CHUBB GROUP OF INSURANCE COMPANIES

15 Mountain View Road, P. O. Box 1615, Warren, NJ 07061-1615

FEDERAL INSURANCE COMPANY

### PERFORMANCE BOND

BOND # 8220-43-78

KNOW ALL MEN BY THESE PRESENTS: That Allied Waste Systems, Inc. DBA Allied Waste Services of Alderson (hereinafter called the Principal), and Federal Insurance Company (hereinafter called the Surety), are held and firmly bound unto McAlester Public Works Authority (hereinafter called the Obligee), in the full and just sum of One Million Two Hundred Eleven Thousand Ninety Nine Dollars and 00/100 Dollars (\$1,211,099.00), the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and each of their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated the 20th day of December, 2011 entered into a Contract with the Obligee, which contract is hereby referred to and made a part hereof.

WHEREAS, the Obligee has agreed to accept a bond guaranteeing the performance of said contract for a period of one year.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Principal, its executors, administrators, successors and assigns shall promptly and faithfully perform said Contract, according to the terms, stipulations or conditions thereof; and if Principal shall pay all persons who shall have furnished labor or material directly to the Principal for use in the prosecution of said Contract; then this obligation shall become null and void, otherwise to remain in full force and effect

PROVIDED, HOWEVER, That this bond is subject to the following conditions:

1. This bond is for the term beginning January 1, 2012 and ending December 31, 2012. The bond may be extended for additional terms at the option of the surety, by continuation certificate executed by the Surety. The Bond may be canceled at any time upon sixty (60) days advance written notice from Surety to Obligee. Neither non-renewal by the surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute a loss to the Obligee recoverable under this bond.
2. In the event of default, the Surety will have the right and opportunity, at its sole discretion, to: a) cure the default; b) assume the remainder of the Contract and to perform or sublet same; c) or to tender to the Obligee funds sufficient to pay the cost of completion less the balance of the Contract price up to an amount not to exceed the penal sum of the bond. In no event shall the Surety be liable for fines, penalties, liquidated damages, or forfeitures assessed against the Principal.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless same be brought or instituted upon the Surety within one year from termination or expiration of the bond term
4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrator or successors of Obligee.

5. The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number or amount of claims brought against this bond and regardless of the number of years this bond remains in force.
6. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this bond and as described in the underlying document, then the terms of this bond shall prevail.
7. This bond shall not bind the Surety unless the bond is accepted by the Obligee. The acknowledgement and acceptance of this bond is demonstrated by signing where indicated below. If this obligation is not accepted by way of signature of the Obligee below, this bond shall be deemed null and void.

Signed and sealed this 16th day of December, 2011.

Allied Waste Systems, Inc. DBA Allied Waste Services of Alderson

Principal:

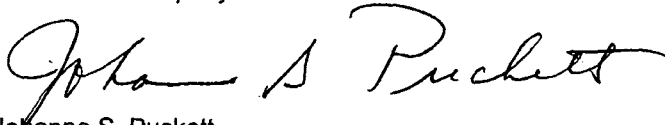


Name: Johanne S. Puckett

Title: Attorney In Fact

Federal Insurance Company

Surety:



Name: Johanne S. Puckett

Title: Attorney-in-Fact



**Chubb  
Surety**

**POWER  
OF  
ATTORNEY**

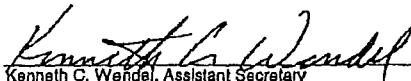
**Federal Insurance Company  
Vigilant Insurance Company  
Pacific Indemnity Company**

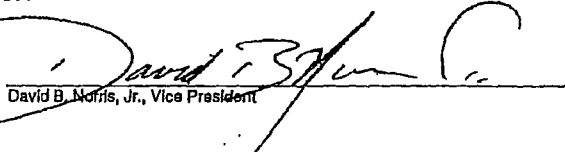
**Attn: Surety Department  
15 Mountain View Road  
Warren, NJ 07059**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Johanne S. Puckett** and **Sarabeth Scott** of Greenville, South Carolina

each as their true and lawful Attorney- In- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than ball bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **13th** day of **November, 2007**.

  
Kenneth C. Wendel, Assistant Secretary

  
David B. Norris, Jr., Vice President

STATE OF NEW JERSEY  
County of Somerset

ss.

On this **13th** day of **November, 2007**

before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney, is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



**KATHERINE KALBACHER  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316685  
Commission Expires July 8, 2009**



Notary Public

### CERTIFICATION

Extract from the By- Laws of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- In- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**

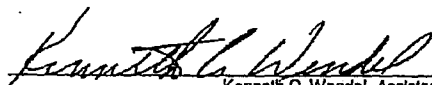
(the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this

*December 16, 2011*



  
Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656  
e-mail: surety@chubb.com

## **POWER OF ATTORNEY**

Republic Services, Inc., a Delaware corporation and having its chief place of business at 18500 N. Allied Way, Phoenix, Arizona 85054, hereby makes, constitutes and appoints WELLS FARGO INSURANCE SERVICES USA, INC., acting through and by any of Johanne S. Puckett and/or Sarabeth Scott, its true and lawful attorney and affix its corporate seal to and deliver for and on behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds and/or bid bonds to the United States of American or agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; license and permit bonds or other indemnity bonds under the laws, ordinances or regulations of any state, city, town, village, board, other body organization, public or private; bonds to transportation companies; lost instrument bonds; lease bonds; worker's compensation bonds; miscellaneous surety bonds; and bonds on behalf of notaries public; sheriffs, deputy sheriffs and similar public officials.

2. Surety bonds and/or bid bonds on behalf of REPUBLIC SERVICES, INC. and its subsidiaries in connection with bids, proposals or contracts.

To sign and seal all bid bonds and surety bonds at or below the monetary threshold of Five Million Dollars (\$5,000,000.00) on behalf of REPUBLIC SERVICES, INC. and its subsidiaries, relating to the provision of solid waste collection, transportation, recycling or disposal services by REPUBLIC SERVICES, INC. and its subsidiaries. REPUBLIC SERVICES, INC. hereby agrees to ratify and confirm whatsoever WELLS FARGO INSURANCE SERVICES USA, INC. shall lawfully do pursuant to this power of attorney and the Client Service Agreement dated October 15, 2008 between WELLS FARGO INSURANCE SERVICES USA, INC. and REPUBLIC SERVICES, INC. and until notice or revocation has been given by REPUBLIC SERVICES, INC. the acts of said attorney shall be binding on the undersigned.

IN WITNESS WHEREOF, this Power of Attorney has been signed this 29th day of July, 2011, on behalf of REPUBLIC SERVICES, INC. by its Senior Vice President and Treasurer, Edward A. Lang, III

REPUBLIC SERVICES, INC., a  
Delaware Corporation

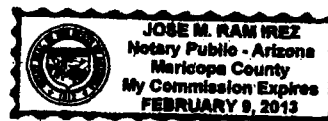
  
Edward A. Lang, III

STATE OF ARIZONA

COUNTY OF MARICOPA

Subscribed and sworn to before me this 29th day of July, 2011 by Edward A. Lang, III Senior Vice President and Treasurer of Republic Services, Inc.

  
Notary Public



**EXHIBIT E**  
**WASTE MATERIAL COLLECTION SPECIFICATIONS**  
**FOR RESIDENTIAL UNITS**

- A. The Contractor shall provide the containers and weekly curbside collection of the Waste Materials from the Residential Units as specified below. Containers, Bags, Bundles and Yard Waste shall be placed at curbside by 6:00 A.M. on the designated collection day.
1. The number of Residential Units as of commencement of contract term: 6,000 units.
  2. Contractor will provide, free of charge, a means for residential customers to call in to be placed on a list for pick up of up to five (5) bulk items, that exceed bin capacity. Contractor will provide personnel and equipment necessary to facilitate service of the first 200 units on the collection list a minimum of once per month. Nothing in this paragraph will require the contractor to accept any hazardous material or construction debris as otherwise defined in this contract. Each residential unit may request collection under this provision once per calendar year. For each additional collection, a residential unit will be charged \$50.00.
- B. Municipal Point of contact for Residential Unit Waste Collections – PROJECT MANAGEMENT:
1. Name: Donna Newman
  2. Mailing address: McAlester Public Works Authority, 28 E. Washington, McAlester, OK 74501
  3. Telephone number: (918) 423-9300 ext. 4952
  4. Email address: \_donna.s.newman@cityofmcalester.com
- C. Municipal Point of contact for Residential Unit Waste Collections – INVOICES:
1. Name: \_Sherry Alessi
  2. Mailing address: McAlester Public Works Authority, 28 E. Washington, McAlester, OK 74501
  3. Telephone number: \_(918) 423-9300 ext. 4960
  4. Email address: \_sherry.alessi@cityofmcalester.com

**For purposes of this Exhibit, the term “Container” shall have the same meaning as the term “Container for Garbage, Rubbish & Yard Waste Collection” in Exhibit A.**



**EXHIBIT F**  
**WASTE MATERIAL COLLECTION SPECIFICATIONS**  
**FOR MUNICIPAL FACILITIES**

- A. The Contractor shall provide the commercial containers and collection of the Waste Materials from the Municipal Facilities as specified below. Containers will be placed on Municipal Facilities property as agreed upon by CONTRACTOR and Municipal Facilities account contact.
1. Municipal Facilities as of commencement of contract term (list and frequency): 26 units (attached)
  2. Municipal Facilities may be added or deleted at any time, upon notice and agreement of the parties.
- B. Municipal Point of contact for Municipal Facility Waste Collections – PROJECT MANAGEMENT:
1. Name: Donna Newman
  2. Mailing address: McAlester Public Works Authority, 28 E. Washington, McAlester, OK 74501
  3. Telephone number: (918) 423-9300 ext. 4952
  4. Email address: \_donna.s.newman@cityofmcalester.com
- C. Municipal Point of contact for Municipal Facility Waste Collections – INVOICES:
1. Name: \_Sherry Alessi
  2. Mailing address: McAlester Public Works Authority, 28 E. Washington, McAlester, OK 74501
  3. Telephone number: \_(918) 423-9300 ext. 4960
  4. Email address: \_sherry.alessi@cityofmcalester.com
- D. Allied Waste Point of contact for Municipal Facility Waste Collections – PROJECT MANAGEMENT:
1. Name: Glenna Earthman
  2. Mailing address: Allied Waste, P.O. Box 15, Alderson, OK 74522
  3. Telephone number: (918) 426-0985
  4. Email address: \_gearthman@republicservices.com
- E. Allied Waste Point of contact for Municipal Facility Waste Collections – INVOICES:
1. Name: Glenna Earthman
  2. Mailing address: Allied Waste, P.O. Box 15, Alderson, OK 74522
  3. Telephone number: (918) 426-0985
  4. Email address: \_gearthman@republicservices.com

**CITY OF MCALESTER MUNICIPAL FACILITIES**

Facility #	Facility	Address	Quantity	Size	Frequency
1	POLICE GARAGE	2600 HEREFORD LAND	1	8 YARD	1 PER WEEK
2	MUNICIPAL AIRPORT	AIRPORT COMPLEX AVE	1	2 YARD	2 PER WEEK
	MUNICIPAL AIRPORT	AIRPORT COMPLEX AVE	1	4 YARD	2 PER WEEK
3	FIRE STATION #1 (NORTH)		1	4 YARD	1 PER WEEK
4	FIRE STATION #2 (SOUTH)	1313 S STRONG	1	2 YARD	1 PER WEEK
5	FIRE STATION #4 (KINCAID)		1	.45 YARD	1 PER WEEK
6	SWIMMING POOL-JEFF LEE	801 N 3RD	1	4 YARD	2 PER WEEK
7	STIPE CENTER	801 N 9TH ST	1	6 YARD	1 PER WEEK
8	SWIMMING POOL-STIPE POOL	801 N 9TH ST	3	.45 YARD CART	1 PER WEEK
9	MCALESTER KOMAR POOL	225 W COMANCE	1	4 YARD	1 PER WEEK
10	WATER PLANT	5200 WATER WORKS RD	1	4 YARD	1 PER WEEK
11	DOWNTOWN MCALESTER CHOCTAW ST	100-300 E CHOCTAW	20	.45 YARD CART	1 PER WEEK
12	MCALESTER RECYCLING FACILITY	FARMERS MARKET	1	8 YARD	2 PER WEEK
13	PUBLIC WORKS FACILITY	1212 N WEST	1	6 YARD	1 PER WEEK
	PUBLIC WORKS FACILITY	1212 N WEST	2	6 YARD	ON CALL
14	MCALESTER OAK HILLS CEMETERY	1311 E WASHINGTON	1	4 YARD	1 PER WEEK
15	CITY HALL	28 E WASHINGTON AVE	1	8 YARD	2 PER WEEK
16	EXPO CENTER	HWY 270 EAST	3	6 YARD	2 PER WEEK
17	MIKE DEAK BALL FIELD	1000-1400 S 13 <sup>TH</sup>	1	6 YARD	1 PER WEEK
18	POLICE FIRING RANGE	4021 N 69 BUSINESS	1	8 YARD	1 PER MO
19	MONROE COMPLEX	1600 E COLLEGE AVE	1	4 YARD	2 PER WEEK
20	CHADICK PARK	5TH & CHADICK	1	4 YARD	1 TPER WEEK
21	LIBRARY	401 N 2ND ST	1	6 YARD	1 PER WEEK
22	SPORTS COMPLEX	HWY 270 WEST	3	6 YARD	3 PER WEEK
23	WASTE WATER TREATMENT PLANT (EAST)	1360 E KREBS	1	2 YARD	ON CALL
24	WASTE WATER TREATMENT PLANT (WEST)	2020 W HIGHWAY 31	1	2 YARD	ON CALL
25	MCALESTER	4900 WATER WORKS RD	1	4 YARD	1 PER WEEK
26	MCALESTER ARMORY BUILDING	POLK AVE	1	4 YARD	1 PER WEEK

**EXHIBIT G**  
**WASTE MATERIAL COLLECTION SPECIFICATIONS**  
**FOR COMMERCIAL, INDUSTRIAL, C&D UNITS**

- A. The Contractor shall provide the commercial containers and industrial/C&D boxes, and collection of the Waste Materials from those units on the days as agreed upon with municipal point of contact for commercial and contractor point of contact for industrial/C&D. Containers/boxes will be placed on commercial/industrial property as agreed upon by CONTRACTOR and commercial/industrial account contact.
1. The number of Commercial AND Industrial Units as of commencement of contract term: 900 units.
- B. Municipal Point of contact for Commercial, Industrial and C&D Unit Waste Collections – PROJECT MANAGEMENT:
1. Name: Donna Newman
  2. Mailing address: McAlester Public Works Authority, 28 E. Washington, McAlester, OK 74501
  3. Telephone number: (918) 423-9300 ext. 4952
  4. Email address: \_donna.s.newman@cityofmcalester.com
- C. Municipal Point of contact for Commercial, Industrial and C&D Unit Waste Collections – INVOICES:
1. Name: \_Sherry Alessi
  2. Mailing address: McAlester Public Works Authority, 28 E. Washington, McAlester, OK 74501
  3. Telephone number: \_(918) 423-9300 ext. 4960
  4. Email address: \_sherry.alessi@cityofmcalester.com
- D. Allied Waste Point of contact for Commercial, Industrial/C&D Unit Waste Collections – PROJECT MANAGEMENT:
1. Name: Glenna Earthman
  2. Mailing address: Allied Waste, P.O. Box 15, Alderson, OK 74522
  3. Telephone number: (918) 426-0985
  4. Email address: \_gearthman@republicservices.com
- E. Allied Waste Point of contact for Commercial, Industrial/C&D Unit Waste Collections – INVOICES:
1. Name: Glenna Earthman
  2. Mailing address: Allied Waste, P.O. Box 15, Alderson, OK 74522
  3. Telephone number: (918) 426-0985
  4. Email address: \_gearthman@republicservices.com

**For purposes of this Exhibit, the term “Container” shall have the same meaning as the term “Container for Garbage, Rubbish & Yard Waste Collection” in Exhibit A.**

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

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

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

**EXHIBIT I**  
**CONTRACTOR'S INDUSTRIAL PRICING**

Delivery of Industrial box:	\$50.00
Industrial Box pick up and disposal (up to 5 tons) of contents:	\$330.00
Price per ton (prorated) for each ton over 5 tons:	\$40.00/ton
Rental Fee (after 7 days):	\$5.00/day
Environmental fee (per load):	\$7.50/load

All Fuel Fees will apply at the rates as posted on Inside Republic.

**EXHIBIT J**  
**DISASTER CLEAN-UP REFUSE SPECIFICATIONS**

In the event of a disaster or state of emergency, and at the written request of the City, the Contractor shall provide services to collect and dispose of all additional refuse that may be generated as a result of such disaster. All rates in effect in this agreement, during time of clean-up, shall apply. The City shall pay any documented additional charges from Contracts required to cover any expenses over and above normal operations, such as, but not limited to, obtaining additional trucks, drivers, supervisors, travel, hotel, meals, etc., if additional assistance outside of the local Allied Waste operation to mobilize additional assistance is required.



# McAlester City Council

## AGENDA REPORT

Meeting Date:	December 27, 2011	Item Number:	4
Department:	Utilities	Account Code:	
Prepared By:	David Medley	Budgeted Amount:	\$28,071.00
Date Prepared:	December 19, 2011	Exhibits:	3

### Subject

TABLED FROM PREVIOUS MEETING - Consider, and act upon, award of bid to Riverside Autoplex, for the purchase of one (1) New and Unused 2012 Ford F-350 1 Ton Utility Truck.

### Recommendation

Motion to approve a \$28,071 bid award to Riverside Autoplex of Poteau, Oklahoma for the purchase of one (1) New and Unused 2012 F-350 1 Ton Utility Truck.

### Discussion

The current utility truck utilized by the Water Plant Mechanic is over 10 years old and past its useful life. This equipment was quoted through State Central Purchasing Contract. This vehicle will be supplied with a Knapheide tool compartment and utility service body. The 1 Ton size of the vehicle will be useful in hauling large pumps, valves, and other equipment. It will also allow for towing of the emergency generator when needed to the raw water pump station at Lake McAlester. This operation is currently dependent on other departments.

The Utilities Department recommends the acceptance of the bid in the amount of \$28,071.00 to Riverside Autoplex of Poteau, Oklahoma.

#### Attachments:

- 1) State Central Purchasing Vehicle Quote
- 2) Model Options
- 3) Tool Compartment Details

### Approved By

		Initial	Date
Department Head		DRM	12/19/11
City Manager	P. Stasiak	<i>PJS</i>	12/19/11

# Riverside Autoplex

6000 TINKER DIAGONAL MIDWEST CITY, OK 73110

TO: CLIFF PITNER

COMPANY: CITY OF MCALESTER

DATE: 01-14-11

QUOTE BY: RYAN ROBERSON

## NEW VEHICLE QUOTE

QUOTE # 111411G

2012 FORD F-350 REG CAB 4X4

(SEE ENCLOSED EQUIPMENT SHEET FOR DETAILS)

TOTAL ORDER PRICE IS \$23,246.00 EACH - CHASSIS ONLY -

TOTAL OF KNAPHEIDE BODY FROM PERFECTION TRUCK - \$4825.00 EACH

THE PRICES ABOVE INCLUDE ALL DISCOUNTS, REBATES OR CONCESSION

PLEASE LET ME KNOW IF YOU HAVE ANY QUESTIONS

THANKS,

RYAN ROBERSON

\$23,246.00

4,825.00

Total 28,071.00

RIVERSIDE AUTOPLEX - FLEET & COMMERCIAL SALES

800-999-4834 - FAX 405-739-6701

RYAN@HUDIFLEET.COM - WWW.HUDIFLEET.COM





## SELECTED MODEL & OPTIONS

### SELECTED MODEL - 2012 Fleet/Non-Retail F3B 4WD Reg Cab 137" XL

Code	Description	MSRP	B4A
F3B	2012 Ford Super Duty F-350 SRW 4WD Reg Cab 137" XL	\$32,755.00	\$30,510.00

*retail pricing*

### SELECTED VEHICLE COLORS - 2012 Fleet/Non-Retail F3B 4WD Reg Cab 137" XL

Code	Description
-	Interior: No color has been selected.
-	Exterior 1: No color has been selected.
-	Exterior 2: No color has been selected.

### SELECTED OPTIONS - 2012 Fleet/Non-Retail F3B 4WD Reg Cab 137" XL

#### CATEGORY

Code	Description	MSRP	B4A
EMISSIONS			
—	STANDARD EMISSIONS (N/A w/99T Engine)	\$0.00	\$0.00
ENGINE			
996	6.2L SOHC 16-VALVE EFI NA V8 FLEX-FUEL ENGINE (STD)	\$0.00	\$0.00
TRANSMISSION			
44P	TORQSHIFT 6-SPEED AUTOMATIC TRANSMISSION W/TOW/HAUL MODE (REQ: 996 Engine) (STD)	\$0.00	\$0.00
AXLE			
X37	3.73 AXLE RATIO (REQ: 996 Engine)	\$0.00	\$0.00
SERIES ORDER CODE			
610A	XL SERIES ORDER CODE	\$0.00	\$0.00
TIRES			
TBK	(5) LT245/75R17E ALL-SEASON BSW TIRES (STD)	\$0.00	\$0.00
PAINT SCHEME			
—	SOLID PAINT (STD)	\$0.00	\$0.00
PRIMARY PAINT			
Z1	OXFORD WHITE	\$0.00	\$0.00
SEAT TYPE			
AS	STEEL, HD VINYL 40/20/40 SPLIT BENCH FRONT SEAT -inc: center armrest, cupholder, storage	\$0.00	\$0.00
AIR CONDITIONING			
—	AIR CONDITIONING	\$0.00	\$0.00
ADDITIONAL EQUIPMENT			
66D	PICKUP BOX DELETE -inc: incomplete vehicle pkg (N/A w/17X 4x4 Off Road Pkg, 471 Camper Pkg, 53W 5th Wheel/Gooseneck Hitch Prep Pkg, 85S ToughBed Bedliner, 85M Bed Mat, 87C Cable Lock, 85G Tailgate Step, 61S Splash Guards, 67D Alternator) *Deletes pickup box, tailgate, rear bumper, spare tire & carrier, jack* *w/52B Trailer Brake Controller, 7 & 4 way combo trailer tow socket & bracket deleted* *CREDIT*	-\$625.00	-\$519.00

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 198.0, Data updated 11/8/2011 2:09:00 PM

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Page 1

## ***SELECTED MODEL & OPTIONS***

### **SELECTED OPTIONS - 2012 Fleet/Non-Retail F3B 4WD Reg Cab 137" XL**

#### **CATEGORY**

<b><u>Code</u></b>	<b><u>Description</u></b>	<b><u>MSRP</u></b>	<b><u>B4A</u></b>
ADDITIONAL EQUIPMENT			
512	SPARE TIRE & WHEEL -inc: jack *This option adds back STD full-size spare tire deleted by pickup box delete* (REQ: 66D Pickup Box Delete) *PRICE TO FOLLOW*	W/A	W/A
B4A	NET INVOICE FLEET OPTION	\$0.00	\$7.00
OPTIONS TOTAL		W/A	W/A

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 198.0, Data updated 11/8/2011 2:09:00 PM

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## PRICING SUMMARY

PRICING SUMMARY - 2012 Fleet/Non-Retail F3B 4WD Reg Cab 137" XL

	<u>MSRP</u>	<u>B4A</u>
Base Price	\$32,755.00	\$30,510.00
Total Options:	W/A	W/A
Vehicle Subtotal	W/A	W/A
Advert/Adjustments	\$0.00	-\$1,408.00
Destination Charge	\$995.00	\$995.00
<b>GRAND TOTAL</b>	<b>W/A</b>	<b>W/A</b>

*retail pricing*

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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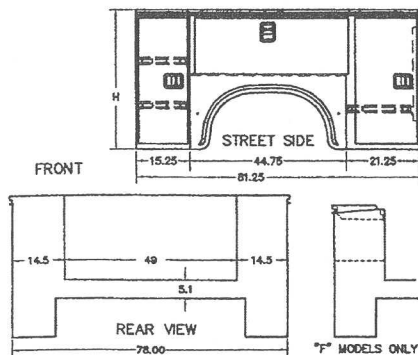
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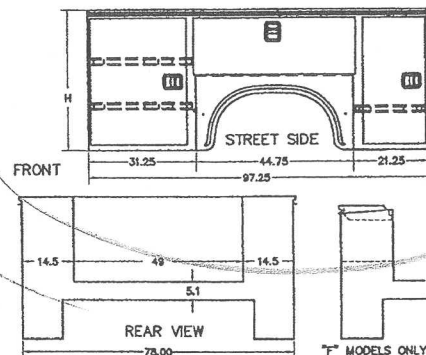
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## 40" CA SRW



## 56" CA SRW



### BODIES

MODEL	TYPE	HEIGHT	WEIGHT <sup>2</sup>
680J	Standard	40"	1041 lb.
680LPJ	Low Profile	36"	982 lb.
680FJ	Flip Top (L)	37.25"	1087 lb.
680FJ40	Flip Top (H)	41.25"	1146 lb.

MODEL	TYPE	HEIGHT	WEIGHT <sup>2</sup>
696J	Standard	40"	1215 lb.
696LPJ	Low Profile	36"	1163 lb.
696FJ	Flip Top (L)	37.25"	1287 lb.
696FJ40	Flip Top (H)	41.25"	1338 lb.
696D38J*	Standard	40"	1256 lb.
696D38LPJ*	Low Profile	36"	1203 lb.
696D38FJ*	Flip Top	37.25"	1326 lb.

\*D38 models (floor= 38"W; Compartments= 20"D)

### TRUCKS

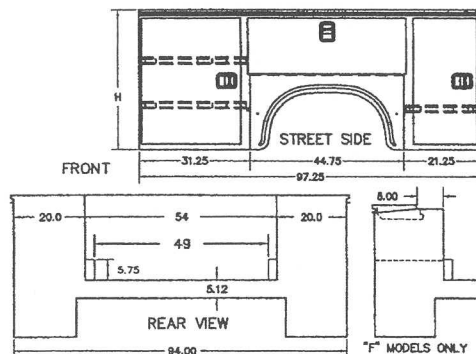
TRUCK* <sup>1</sup>	CAB	WB	GVWR
X2A/X2B	Super	142"	9,000/10,000 lb.
W2A/W2B	Crew	156"	9,200/10,000 lb.
X3A/X3B	Super	142"	10,000/11,400 lb.
W3A/W3B	Crew	156"	10,000/11,400 lb.

\* Approved for pickup box removal

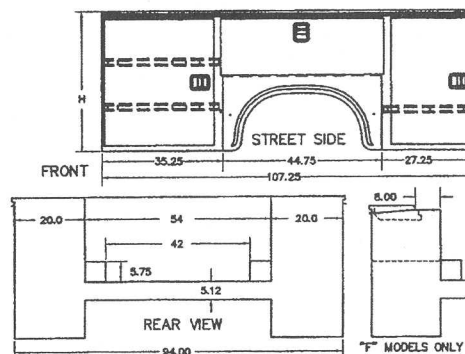
TRUCK* <sup>1</sup>	CAB	WB	GVWR
F2A/F2B	Reg.	137"	8,800/9,600 lb.
X2A/X2B	Super	158"	9,200/10,000 lb.
W2A/W2B	Crew	172"	9,400/10,000 lb.
F3A/F3B	Reg.	137"	10,000/11,100 lb.
X3A/X3B	Super	158"	10,000/11,400 lb.
W3A/W3B	Crew	172"	10,000/11,500 lb.

\* Pickup Box Delete (66D)

## 56" CA DRW



## 60" CA DRW



### BODIES

MODEL	TYPE	HEIGHT	WEIGHT <sup>2</sup>
696D54J	Standard	40"	1402 lb.
696D54LPJ	Low Profile	36"	1347 lb.
696D54FJ	Flip Top (L)	37.25"	1470 lb.
696D54FJ40	Flip Top(H)	41.25"	1525 lb.

MODEL	TYPE	HEIGHT	WEIGHT <sup>2</sup>
6108D54J	Standard	40"	1508 lb.
6108D54LPJ	Low Profile	36"	1445 lb.
6108D54FJ	Flip Top (L)	37.25"	1580 lb.
6108D54FJ40	Flip Top (H)	41.25"	1643 lb.
6108XWJ*	Standard	40"	1473 lb.
6108XWLPJ*	Low Profile	36"	1409 lb.
6108XWJF*	Flip Top	37.25"	1544 lb.

\*XW model (floor= 65"W; compartments= 14.5"D)

### TRUCKS

TRUCK* <sup>1</sup>	CAB	WB	GVWR
F3C/F3D	Reg.	137	11,800/13,000 lb.
X3C/X3D	Super	158	12,200/13,000 lb.
W3C/W3D	Crew	172	12,600/13,000 lb.

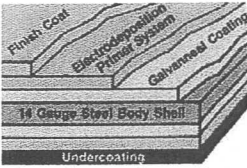
\* Pickup Box Delete (66D)

CHASSIS CAB <sup>1</sup>	CAB	WB	GVWR
F3G/F3H	Reg.	141"	13,000 lb.
X3G/X3H	Super	162"	13,000 lb.
W3G/W3H	Crew	176"	13,000 lb.
F4G/F4H	Reg.	141"	16,000 lb.
X4G/X4H	Super	162"	16,000 lb.
W4G/W4H	Crew	176"	16,000 lb.
F5G/W5H	Reg.	141"	17,950/19,000 lb.
X5G/X5H	Super	162"	17,950/19,000 lb.
W5G/W5H	Crew	176"	17,950/19,000 lb.

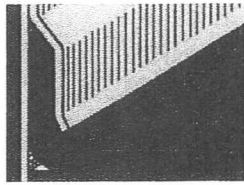
- Chassis and body combinations are subject to the chassis manufacturer's requirements for certification.
- Weight is the mounted weight including standard shelving and mounting kit plus optional Galva-Grip bumper with ball hitch plate. Applications and specifications subject to change without notice.

# F E A T U R E S

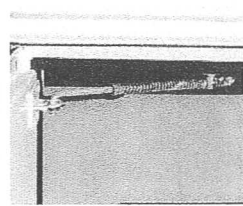
- Rugged 14-gauge two-sided A-40 galvanized steel body shell. With Knapheide's exclusive six-year warranty.



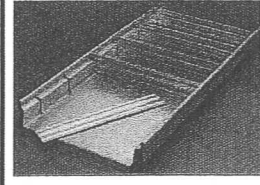
- Complete undercoating provides extra protection from corrosion and road debris.



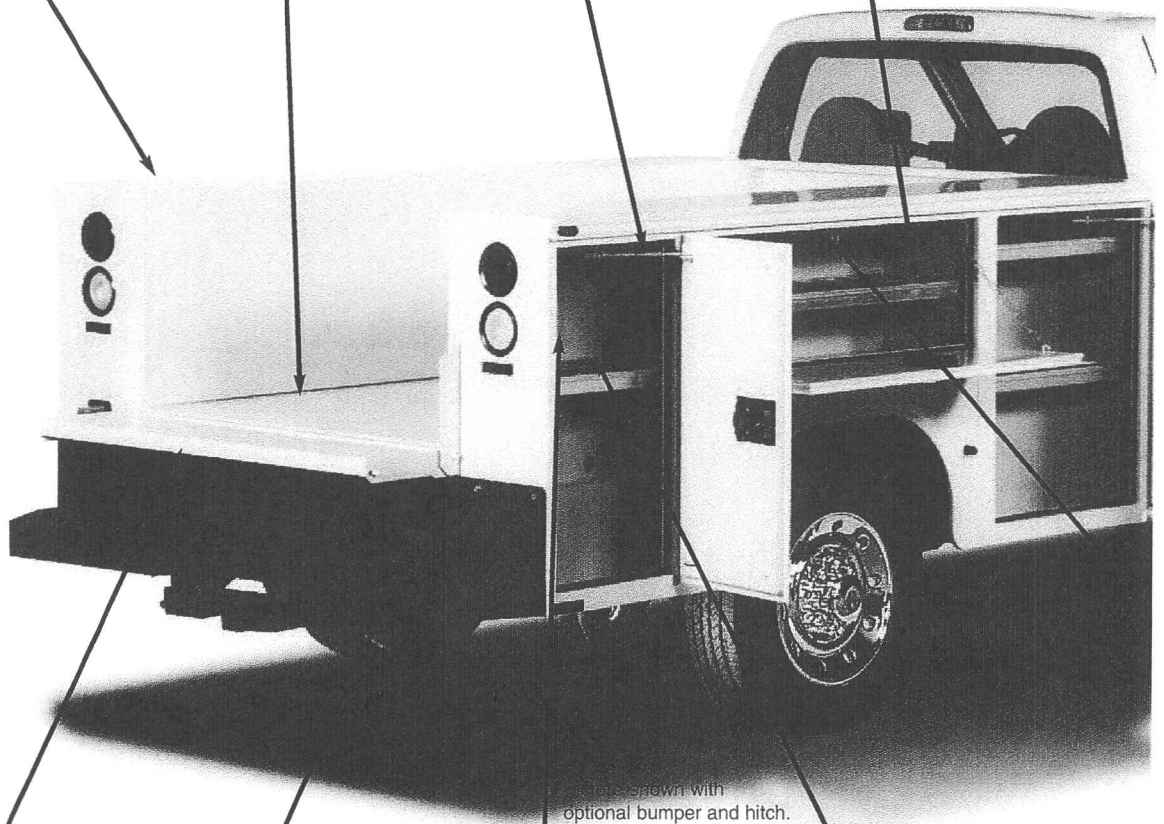
- Exclusive "Return Flange" floor design provides support for side compartments, adds floor strength, and eliminates rust-prone exposed seam between floor and side compartments.



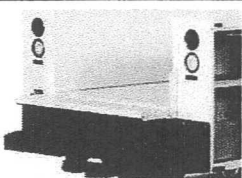
- Double spring over center door closures on all vertical doors, keeps door in positive open or closed position.



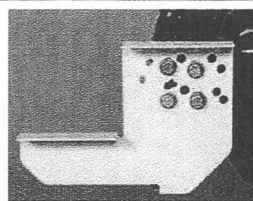
- 250 lb. capacity adjustable divider shelves made of spangled galvanized steel. Limited quantity of dividers furnished standard. Divider slots on 4" centers. With Knapheide's exclusive six-year warranty.



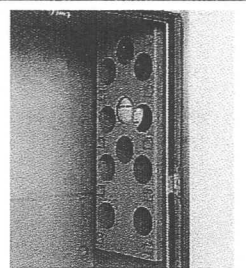
Vehicle shown with optional bumper and hitch.



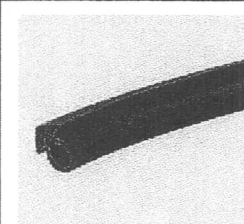
- Standard slamable tailgate shown. Slam lockable with one hand center release. Strong double panel construction has flat interior surface for work bench use.



- Exclusive "Quick Mount" installation permits quick, safe mounting of body and bumper, allows easy transfer from chassis to chassis (meets FMVSS301 requirements.)

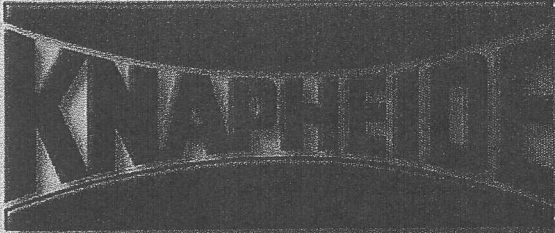


- Interior light guards provide protection for optional recessed lighting and wiring package.



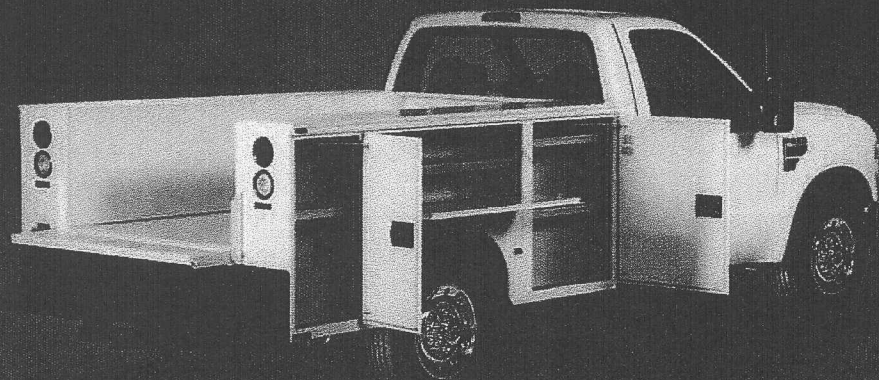
- Exclusive thick automotive bulb-type neoprene door seals protect compartment contents from weather.

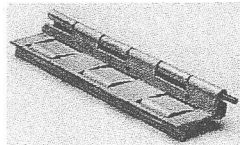




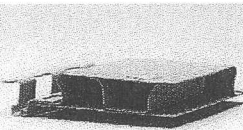
SINCE 1948

# SERVICE BODIES

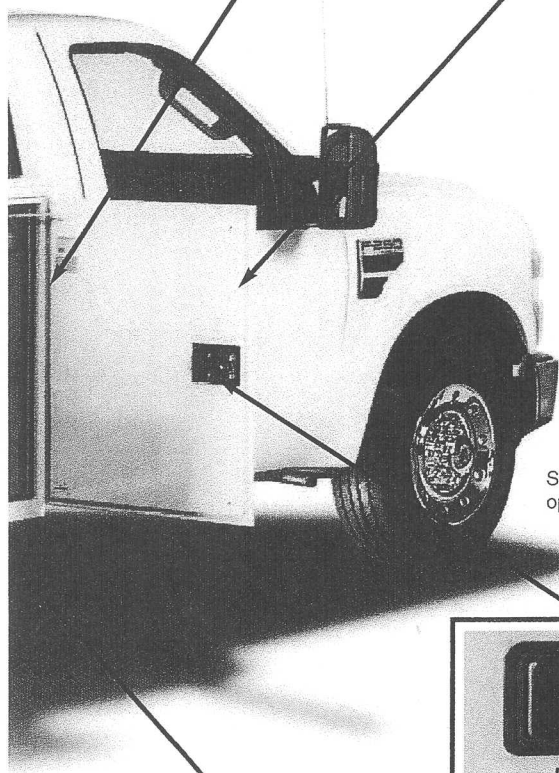




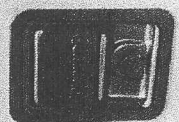
- Exclusive all stainless steel continuous hinge provides superior corrosion protection, full length support for the doors and pry-proof security with a built-in weather shield. Hinge is supported with Knapheide's exclusive six-year warranty.



- Double-shell, 20-gauge, two-sided A-40 galvanneal steel hat section reinforced doors for durability and long life.

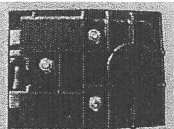


Shown with optional equipment.



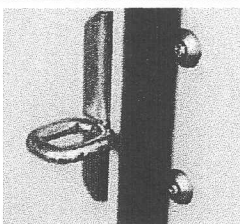
FRONT

- Stainless steel paddle activated, rotary-style latches close easily and stay closed. Individually lockable bolt-on latches can be removed for repair or replacement. With Knapheide's exclusive six-year warranty.



BACK

- Interior cover secures the latch to the door and protects latch mechanisms from being damaged.

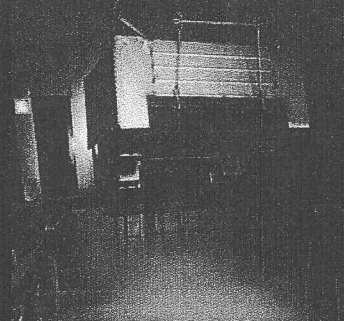


- Exclusive adjustable "Security Ring" strikers provide strength, security and a weather tight seal throughout the life of the body.

# K-Coat Protection

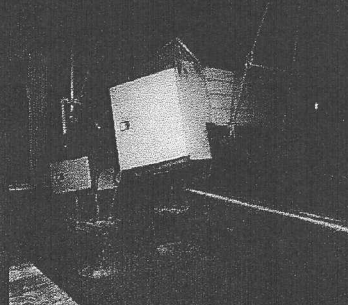
## CLEANING

Aggressive high pressure spraying and immersion combine to thoroughly clean all surfaces.



## PRETREATMENT

Zinc phosphate and sealer immersion provides a corrosion inhibiting barrier while preparing the surfaces for greater paint adhesion.



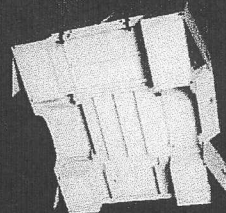
## ELECTROCOATING AND RINSE

Epoxy primer is applied by immersing the product in the positive charged tank. Paint solids are fused and electrically bonded to all surfaces. Unbonded paint is rinsed, leaving a smooth uniform thickness.



## CURING

The E-coated product is baked at 340° for 42 minutes to cross link the coating, leaving a hard durable rust resistant finish.



## 6 Year Limited Warranty

- ▶ No rust through
- ▶ Door hinges will not fail or come off the body
- ▶ Latches and lock cylinders will not fail to operate.
- ▶ Shelves will not bend under max. load of 250 lb.

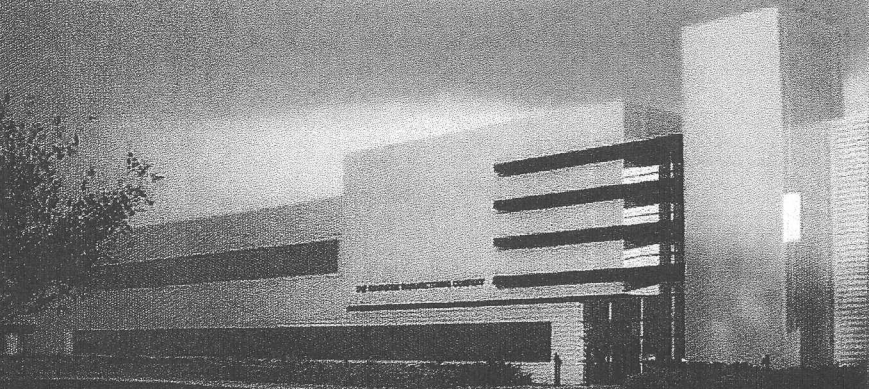
Defects from workmanship and/or material not specified above are covered with a one (1) year warranty.

WEB  
INFO

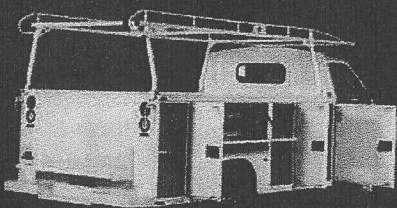
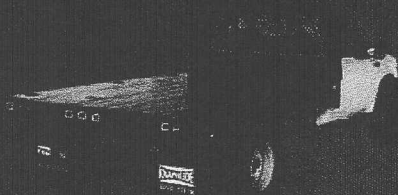
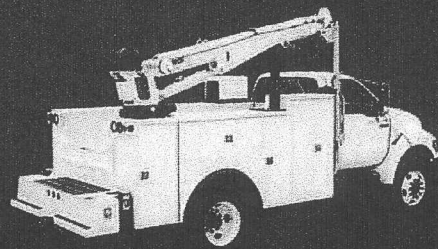
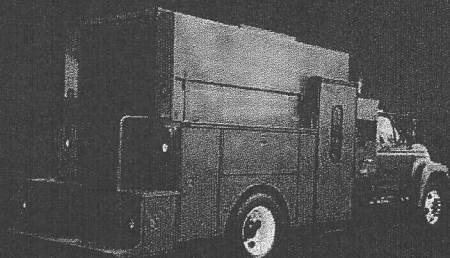
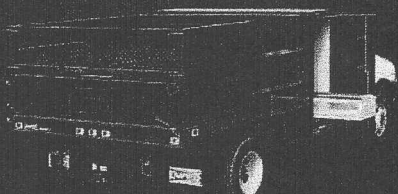
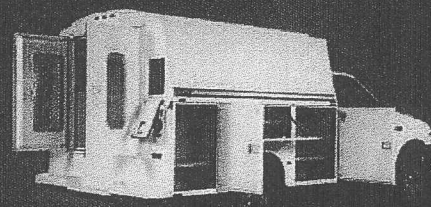
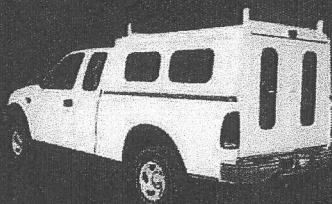
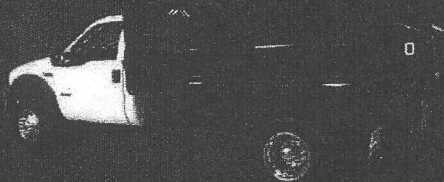
FOR MORE INFORMATION ON  
WARRANTY GO TO:

[www.knapheide.com>Products>Service Body>Warranty](http://www.knapheide.com>Products>Service Body>Warranty)





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...come the highest quality and most complete line of truck bodies



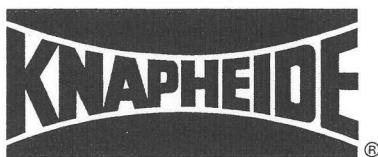
FOR MORE INFORMATION  
ON Knapheide PRODUCTS GO TO:

[www.knapheide.com>Products](http://www.knapheide.com>Products)

The Knapheide Manufacturing Company  
1848 Westphalia Strasse  
Quincy, Illinois 62305

(217) 222-7131  
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[knapheide@knapheide.com](mailto:knapheide@knapheide.com)

L62F 10M 410 F

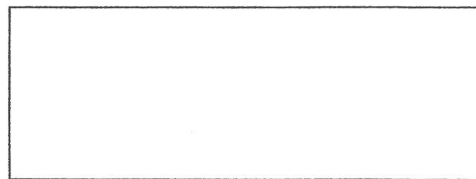


**SINCE 1848**

*Quality You Ask For By Name*

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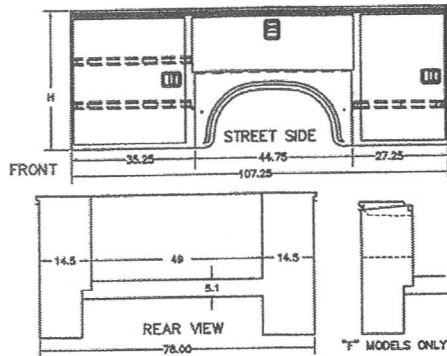
For more information:



Specifications subject to change without notice.

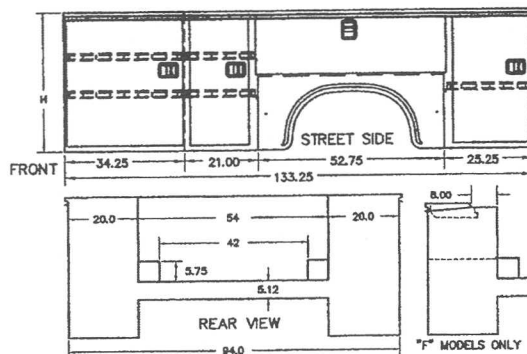


## 60" CA SRW



BODIES	MODEL	TYPE	HEIGHT	WEIGHT <sup>2</sup>
	6108J	Standard	40"	1338 lb.
TRUCKS	6108LPJ	Low Profile	36"	1276 lb.
	6108FJ	Flip Top	37.25"	1411 lb.
TRUCKS	CHASSIS CAB <sup>1</sup>	CAB	WB	GVWR
	F3E/F3F	Reg.	141"	10,000/11,000 lb.
TRUCKS	X3E/X3F	Super	162"	10,000/11,400 lb.
	W3E/W3F	Crew	176"	10,000/11,500 lb.

## 84" CA DRW



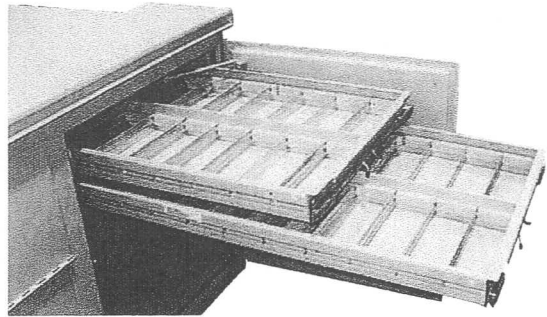
BODIES	MODEL	TYPE	HEIGHT	WEIGHT <sup>2</sup>
	6132D54J	Standard	40"	1818 lb.
TRUCKS	6132D54LPJ	Low Profile	36"	1740 lb.
	6132D54FJ	Flip Top (L)	37.25"	1904 lb.
TRUCKS	6132D54FJ40	Flip Top (H)	41.25"	1982 lb.
	6132XWJ*	Standard	40"	1769 lb.
*XW model (floor=65"W; compartments= 14.5"W)				
TRUCKS	CHASSIS CAB <sup>1</sup>	CAB	WB	GVWR
	F3G/F3H	Reg.	165"	13,000 lb.
TRUCKS	F4G/F4H	Reg.	165"	16,000 lb.
	W4G/W4H	Crew	200"	16,000 lb.
TRUCKS	F5G/F5H	Reg.	165"	17,950/19,000 lb.
	W5G/W5H	Crew	200"	17,950/19,000 lb.

108" CA DRW Body model 6157D54J available for F4G, 4H, 5G & 5H chassis with 189" WB, Regular cab.

## Plus 50 Models

(50% more effective storage capacity)

All models shown in *italic* in charts at left are available as plus 50



Plus 50 models feature transverse compartment in curb side front vertical extending to street side compartment back.

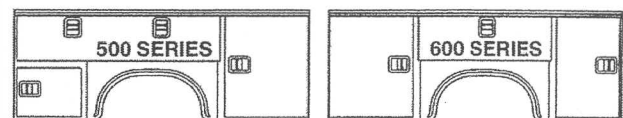
- 40" high bodies have (3) drawer unit with 8.5" high tunnel under drawers.
- 36" and 37.25" high bodies have (2) drawer unit with 8" high tunnel under drawers.
- W and D54 models have 69" long drawers with 46" extension. All other models have 59" long drawers with 41" extension.
- Drawers are 24" wide (20" clear) and 3" high, and are removeable.
- Ball bearing drawer guides for ease of movement.
- Drawers are 250 lb. rated.
- Drawers have hemmed dividers on 4" centers.



FOR MORE INFORMATION ON PLUS 50 BODIES GO TO:

[www.knapheide.com](http://www.knapheide.com)>Products>Service Body  
>Specifications>Plus 50 Series Service Bodies

## COMPARTMENTATION



700 Series has 500 Series configuration on curb side and 600 Series on street side. 500 and 700 Series available on most models.

## STANDARD SHELVING

- Two (2) adjustable divider shelves & dividers, street & curb side front vertical comp. (1st & 2nd vertical 132" bodies only)
- One (1) adjustable divider shelf & dividers, street and curb side second front vertical compartment (157" bodies)
- One (1) adjustable divider shelf & dividers, street and curb side full height rear vertical compartment
- One (1) adjustable divider shelf & dividers, curb side horizontal compartment



FOR MORE INFORMATION ON BODY MODELS AND SPECIFICATIONS GO TO:

[www.knapheide.com](http://www.knapheide.com)>Products>Service Body  
>Specifications>Standard Service Bodies

# OPTIONALS



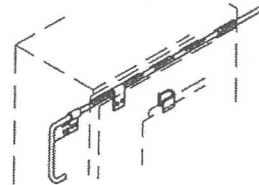
FOR MORE INFORMATION  
ON Knaplock KEYLESS  
ENTRY GO TO:

[www.knapheide.com/Knaplock](http://www.knapheide.com/Knaplock)

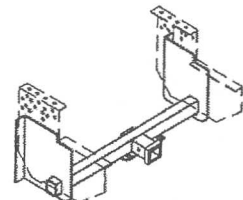
**Knaplock**



Knaplock Keyless Entry



Master Locking System

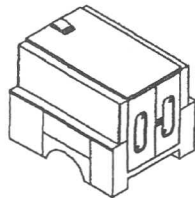


Receiver Hitch

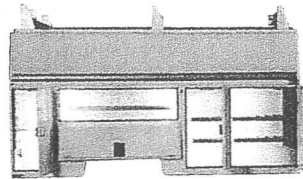


FOR MORE INFORMATION  
ON STANDARD CANOPY  
ROOFS, GO TO:

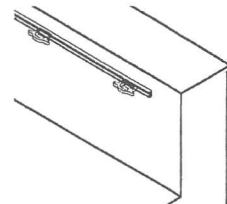
[www.knapheide.com](http://www.knapheide.com)>  
Products>Service Body>  
Specifications>  
Canopy Roofs



Standard Canopy Roof



LED Compartment Lighting

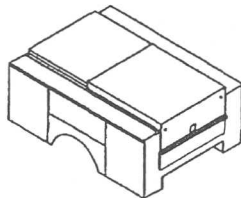


Cargo Management System

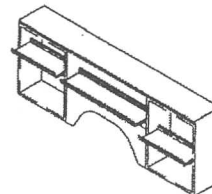


FOR MORE INFORMATION  
ON TELESCOPIC SLIDING  
ROOFS, GO TO:

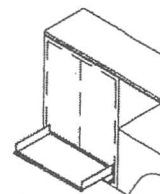
[www.knapheide.com](http://www.knapheide.com)>  
Products>Service Body>  
Specifications>  
Telescopic Sliding Roofs



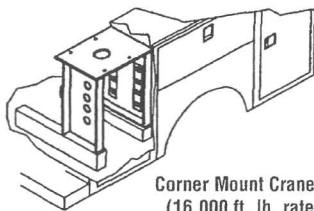
Telescopic Sliding Roof



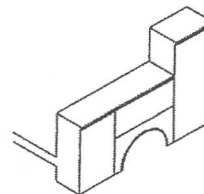
Pull-Out Divider Shelf



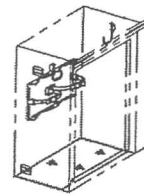
Pull-out Tray (500 lb. cap.)



Corner Mount Crane Kit  
(16,000 ft. lb. rated)

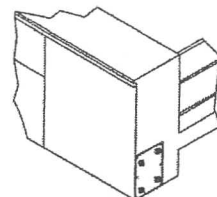
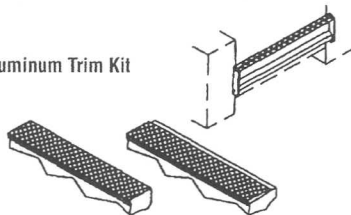


Raised Front Compartment

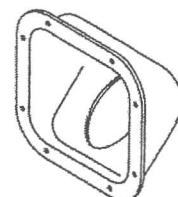


Bottle Gas Retainer

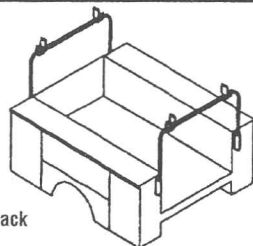
Aluminum Trim Kit



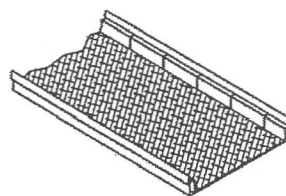
Aluminum Rock Guards



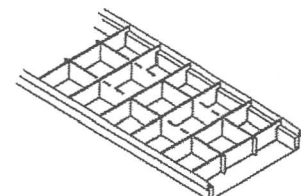
Aluminum Fuel Fill Cup Ford



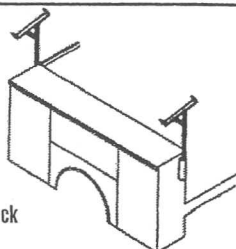
Overhead Ladder Rack



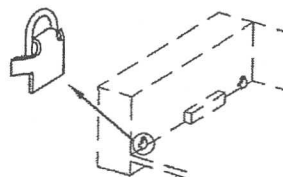
Shelf Liner



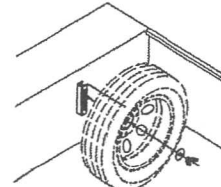
Multiple Dividers



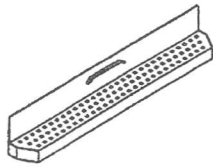
Side Mount Ladder Rack



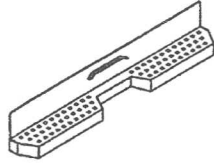
Cargo Tie-Downs



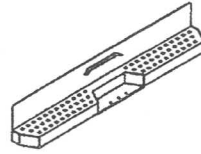
Spare Tire Retainer



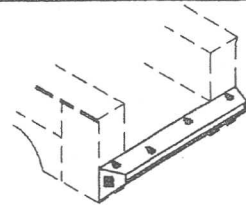
Galva-Grip Bumper



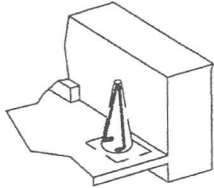
Galva-Grip w/ Recess



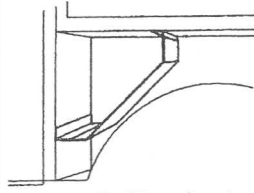
Galva-Grip w/ Ball Plate



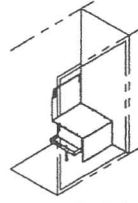
Tailshelf



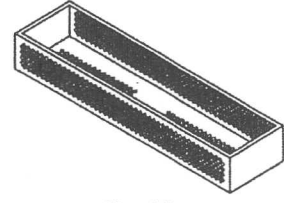
Cone Holder



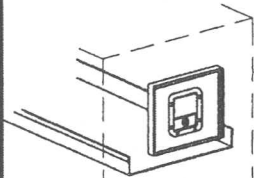
Fuel Hose Guard



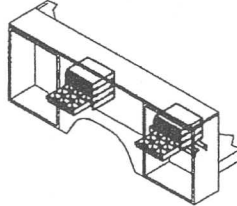
Water Cask Stand



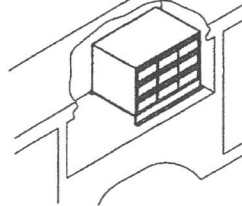
Shovel Box



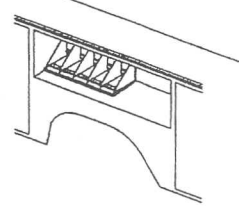
Rear Access Door with Full Length Shelf



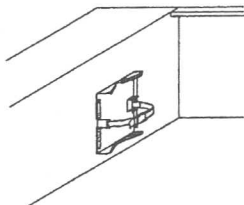
3, 4 & 6 Drawer Cabinets



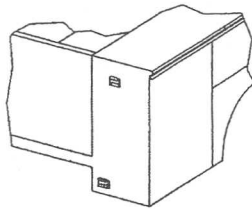
9 & 18 Drawer Cabinets



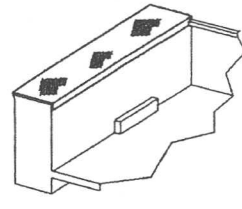
Book Rack



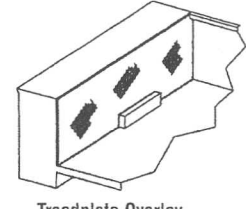
Bottle Gas Retainer Cargo Area



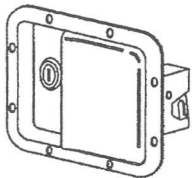
Louver Vents



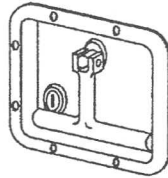
Treadplate Overlay Compartment Tops



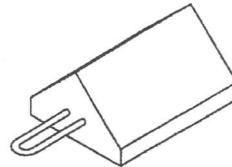
Treadplate Overlay Compartment Backs



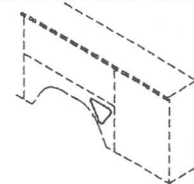
Stainless Steel Rotary Latch



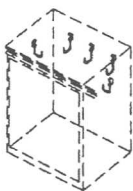
T-Handle Twist Latch  
Single or 3-point locking, Galvanneal or Stainless



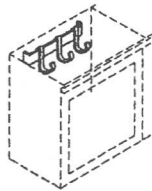
Wheel Chock



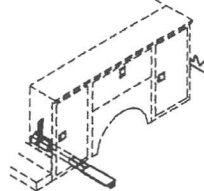
Fender Skirt Cutout for Wheel Chock



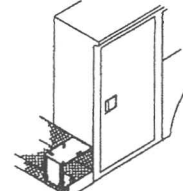
Combination Stationary and Swivel Hooks



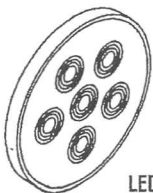
Material Rail with Sliding Hooks



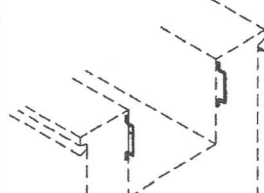
Vice Bracket and Front Pipe Support



Mechanics Vice Bracket



LED Lights



Grab Handle



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# McAlester City Council

## AGENDA REPORT

Meeting Date:	December 27, 2011	Item Number:	5
Department:	Planning & Community Development	Account Code:	N/A
Prepared By:	Peter J. Stasiak, CM	Budgeted Amount:	N/A
Date Prepared:	December 15, 2011	Exhibits:	(4) See Below

### Subject

Consider and act upon a change in zoning from A-1 (Agricultural District) to C-5 (Highway Commercial District)

### Recommendation

Motion to approve and act upon changing the existing zoning A-1 (Agricultural District) to C-5 (Highway Commercial District) and authorizing the Mayor to sign the attached Ordinance.

### Discussion

The applicant is requesting the zoning change from A-1 (Agricultural District) to C-5 (Highway Commercial District). The McAlester Planning and Zoning Commission met on December 12, 2011 and voted to recommend approval of the re-zone. The re-zone includes the N ½ NW ¼ (also described as Lots 3 and 4) in Section 2, Township 5 North, Range 14 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma. The following documents are attached for your reference:

1. Site location
2. Ordinance
3. Planning and Zoning Staff Report
4. Planning and Zoning minutes

### Approved By

Department Head  
City Manager

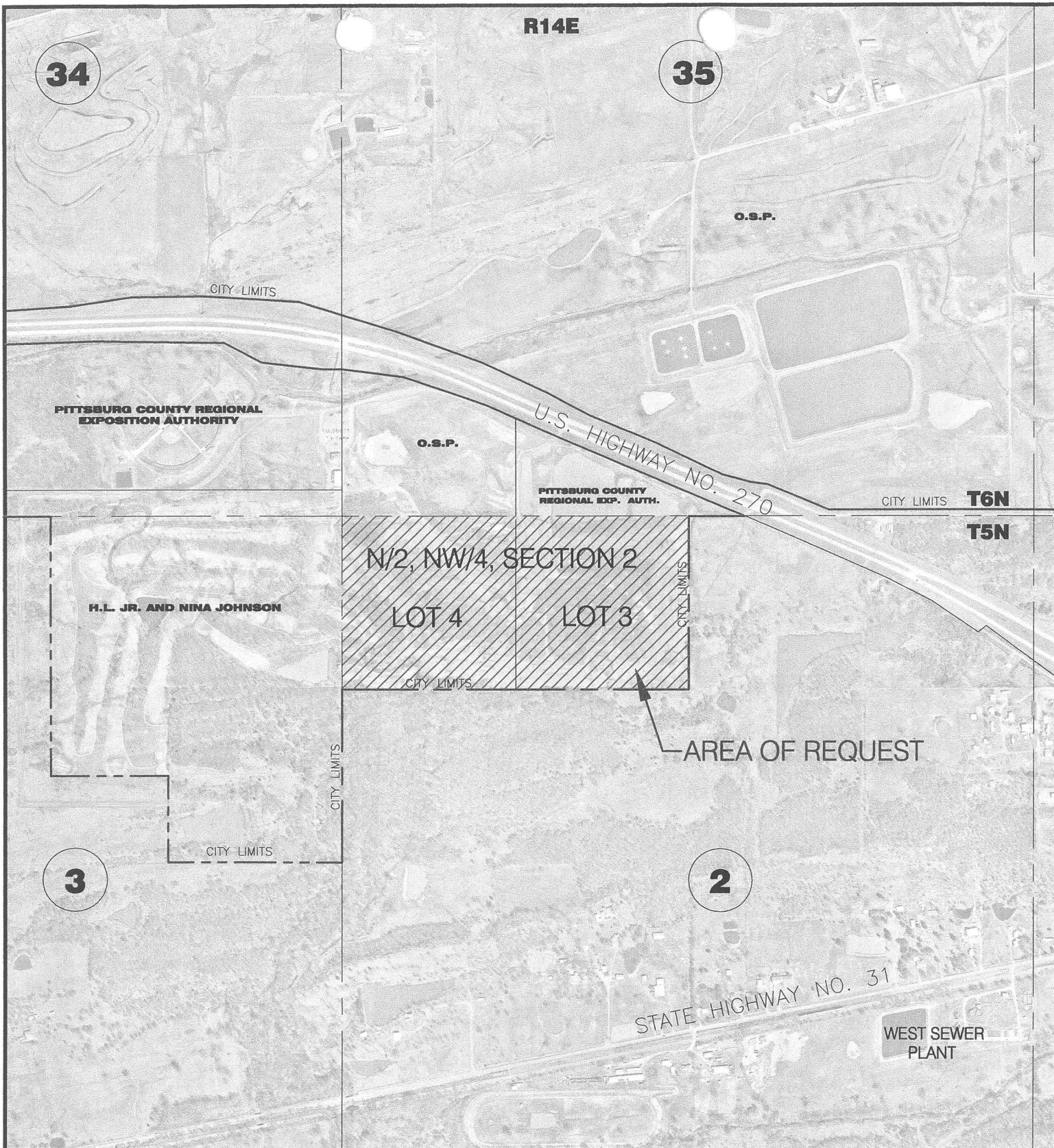
P. Stasiak

Initial

*PJS*

Date





SCALE: 1" = 1000'



Prepared By:  
**City of McAlester**  
**Engineering Department**

O R D I N A N C E    N O. \_\_\_\_\_

AN ORDINANCE AMENDING THE GENERAL ZONING ORDINANCE AND ACCOMPANYING MAP THERETO KNOWN AS GENERAL ZONING ORDINANCE NO. 1843 (1989), BY CHANGING THE CLASSIFICATIONS OF THE ZONING DISTRICT FOR: N ½ NW ¼ (ALSO DESCRIBED AS LOTS 3 AND 4) IN SECTION 2, TOWNSHIP 5 NORTH, RANGE 14 EAST OF THE INDIAN BASE AND MERIDIAN, PITTSBURG COUNTY, STATE OF OKLAHOMA FROM A-1 (AGRICULTURAL DISTRICT) TO C-5 (HIGHWAY COMMERCIAL DISTRICT)

\*\*\*\*\*

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

SECTION 1. GENERAL ORDINANCE NO. 1843, of the year 1989, and accompanying map thereto, as amended, is hereby further amended insofar as the same relates to certain parcels of land described as follows:

N ½ NW ¼ (also described as Lots 3 and 4) in Section 2, Township 5 North, Range 14 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma from A-1 (Agricultural District) to C-5 (Highway Commercial District)

SECTION 2. PUBLICATION AND EFFECTIVE DATE

The zoning change adopted by this ordinance shall be published within 15 days of approval in a newspaper of general circulation in McAlester, Oklahoma and the change shall become effective 30 days after approval by the City Council as required by Oklahoma General Statutes.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

CITY OF MCALESTER, OKLAHOMA  
A Municipal Corporation

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

ATTEST:

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

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

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

**PLANNING & ZONING COMMISSION**  
**STAFF REPORT**  
**December 12, 2011**

**To:** McAlester Planning & Zoning Commission  
**From:** Peter Stasiak  
**Date:** December 5, 2011

**Case:** PC #391, Rezone

---

**APPLICANT(S):** H.L. Jr. and Nina Johnson  
PO Box 1874  
McAlester, OK 74501

Terry L. and Brenda Johnson  
923 Mitchell Road  
McAlester, OK 74501

**ZONING DISTRICT:** A-1 (Agricultural District)

**BLOCK NUMBER:** See Attached Legal Description

---

**GENERAL DESCRIPTION:**

Applicant is requesting a change in zoning from A-1 (Agricultural District) to C-5 (Highway Commercial District)

---

**NOTIFICATIONS:**

City of McAlester (Sewer & Water)  
City of McAlester (Engineering)  
CenterPoint Gas  
Allegiance Communications  
AT&T

American Electric Power/PSO  
McAlester News Capital (Publication)

November 25, 2011

---

**PROPERTY OWNER NOTIFICATION:**

Property Owners within 300 feet	4
Notification receipts received	3
Notification letters returned unclaimed	1

---

**ATTACHMENTS:**

Map of requested area	Attached
300 foot radius map	Attached
Application	Attached

---

**STAFF RECOMMENDATION:**

**Staff recommends approval of the zoning change from A-1 to C-5.**



## **McAlester Planning Commission Minutes**

Monday, December 12, 2011

City Council Chambers

5:30 PM

### **Item 1            Call to Order and Roll Call**

---

Chairman Emmons called the meeting to order at 5:30 PM. Roll call was taken and a quorum was represented.

#### **Commissioners Present: 6**

Mark Emmons	John McNally	Susan Kanard	Karl Scifres
Karen Stobaugh	Robert Way		

#### **Commissioners Absent: 4**

Denise Lewis	Primus Moore	Harvey Bollinger	Ross Eaton
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### **GENERAL BUSINESS:**

---

### **Item 2            Discussion and Action on P. C. #391 Request to Rezone: N ½ NW ¼ (also described as Lots 3 and 4) in Section 2, Township 5 North, Range 14 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma**

---

City Manager Peter Stasiak gave the staff report and stated that the applicants were H.L. Jr. and Nina Johnson and Terry L. and Brenda Johnson. Mr. Stasiak stated the applicants were requesting a change in zoning from A-1 (Agricultural District) to C-5 (Highway Commercial District). Mr. Stasiak handed the Commission members a map that showed that the property does not touch the highway but there is highway access to the property from an existing section line road. Staff recommends approval of zoning at this time.

Terry Johnson, applicant, stated they would like the property commercially zoned to be able to market the property to prospective business.

A motion made by John McNally was seconded by Karl Scifres to accept the application as presented and be forwarded to the City Council for approval.

The vote was 6-0 as follows:

AYE: McNally, Kanard, Scifres, Stobaugh, Way, Emmons

NAY: None

Motion carried.

### **Item 3            Adjournment**

---

A motion made by Karl Scifres was seconded by John McNally to adjourn the meeting at 5:37 PM.

The vote was 6-0 as follows:

AYE: Emmons, McNally, Kanard, Scifres, Stobaugh, Way

NAY: None

Motion carried.



# McAlester City Council

## AGENDA REPORT

Meeting Date:	<u>December 27, 2011</u>	Item Number:	<u>6</u>
Department:	<u>City Manager</u>		
	<u>Peter Stasiak for Mayor</u>		
Prepared By:	<u>Priddle</u>	Account Code:	<u>N/A</u>
Date Prepared:	<u>December 20, 2011</u>	Budgeted Amount:	<u>N/A</u>
		Exhibits:	<u>(2) Citizen Request, MPower Board Response</u>

### Subject

Discussion and possible action on open records request regarding MPower financial documents.

### Recommendation

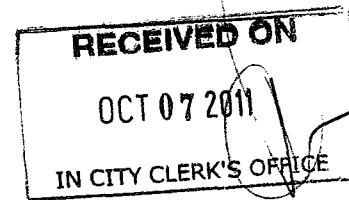
Discussion and possible action on a citizen open records request for financial documents regarding the Mpower Organization.

### Discussion

### Approved By

		<i>Initial</i>	<i>Date</i>
Department Head			
City Manager	P. Stasiak	<u>PJS</u>	<u>12/20/11</u>

September 27, 2011



Mayor Kevin Priddle  
Vice Mayor John Browne  
City Manager Peter Stasiak  
City Clerk Cora Middleton  
Council members: Weldon Smith  
Steve Harrison  
Robert Karr  
Buddy Garvin  
Sam Mason

RE: **Shari Cooper & MPower**  
**Travel Records Request**

Dear Mayor & City Council:

Pursuant to Oklahoma State Statutes, Title 51, Section 24A, 1-29, please accept this correspondence as a formal request to inspect, review and copy any and all of MPower's Executive Director Shari Cooper's travel records from November 1, 2009 through September 23, 2011. This formal request also includes travel records for any other MPower official, employee or board member.

This formal request would include, but not limited to, *any and all charges paid with public monies, regardless of the source of those public funds*. This would include air fare, lodging, meals, transfers, rentals, phone calls, gratuities, *and any expense not previously paid for or reimbursed by Shari Cooper or any other official as of the date of this request, September 27, 2011*. Furthermore, these records would include Visa or any credit card bills, receipts, charges along with direct payment, reimbursements, checking, drafts, and any instrument which would constitute a record reflecting an expenditure of funds.

Should there be any redaction, please attach a separate notation explaining what was redacted and by what statutory authority. If there has been any reimbursement for personal expenses, please list the amount and date of reimbursement(s).

Additionally, this request is made under O.S. 51, 24A 5(3) which reads.....

"In no case shall a search fee be charged when the release of said documents is in the public interest, including, but not limited to, release to the news media, scholars, authors and taxpayers seeking to determine whether those entrusted with the affairs of the government are honestly, faithfully, and competently performing their duties as public servants." **OKLA. STAT. tit. 51, § 24A.5(3)**

Without question, this request is being made by a citizen trying to determine if those entrusted with public funds and responsibilities have violated the law or spirit of the law. It is "rumored" that excessive spending has occurred on these trips, specifically a trip made to Las Vegas and possibly improper expenses made with public monies. Additionally, these records have been refused to be disclosed by a number of poor excuses and a recent call to City Hall indicated **"those records can only be released by the City Council"** which of course, is contrary to the Open Records Act and depriving any citizen access to records which they have an inherent right to know and review.

City of McAlester public funds were utilized in most, if not all, of the travel expenses and according to the Open Records Act, a public record request can be made to the *public body which provides the funding among a host of other legal reasons.*

Lastly, it is requested each and every MPower Board of Directors recorded vote authorizing Shari Cooper and/or any other employee, official or board member to travel and incur expenses prior to any travel being undertaken.

Please notify me when these records are available for public inspection in the City Clerk's offices.

Thank you.

Sincerely,



Charles Riggs  
714 South 12<sup>th</sup>  
McAlester, OK 74501

918 344 4197 (Cell)



P.O. BOX 578 • 1ST & WASHINGTON • McALESTER, OKLAHOMA 74502 • 918 423-9300 • FAX 421-4971 • [www.cityofmcalester.com](http://www.cityofmcalester.com)

October 19, 2011

Mr. Charles Riggs  
714 South 12<sup>th</sup> Street  
McAlester, Ok 74501

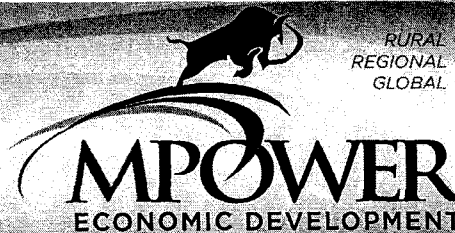
Dear Mr. Riggs:

I received your request for travel records for Ms. Shari Cooper & Mpower. The City of McAlester does not have these records.

Sincerely,

Peter J. Stasiak  
City Manager  
City of McAlester

c: ✓ Cora Middleton, City Clerk  
Joe Ervin, Esq., City Attorney



P.O. Box 3190, McAlester, OK 74502 • TEL. 918.423.5735 • FAX: 918.426.0207 • mpowercorp.us

December 12, 2011

*Re: Charles Riggs' Travel Record Request*

Mayor Priddle,

MPower board members have generally discussed public records request like that of Mr. Riggs. It is our conclusion that MPower has met its contractual obligation of reasonable access as outlined in the current contract with the city. We feel this contractual agreement is in the best interest of both the City and MPower and does not require that we provide printed copies of detailed receipts.

It is the position of the MPower board that as a non-profit business entity which has entered into a contractual relationship with the City of McAlester to "engage in industrial and commercial business solicitation activities on behalf of the City in order to expand the economic base of Pittsburg County, Oklahoma, through attraction of new business and industry" that we are no different than other companies with which you contract. As an economic development entity we will have some sensitive records and feel it is in the City's best interest that those records remain confidential.

MPower has maintained accurate books and records in connection with the services provided under the contract. The members of this board are very cognizant of their responsibilities to MPower and of MPower's contractual responsibilities to the City of McAlester, and they carefully review the travel expenditures of MPower employees for accuracy and reasonableness. The expenditures are revealed by line item to the McAlester City Council each month when MPower submits its monthly "Budget Comparison" to the City. MPower also feels that the monthly financial reports that are provided to the city adequately detail the amount of funds spent on travel.

The board would like to express our appreciation for the relationship that exist between the board and the City and would like to continue a mutually beneficial relationship. To that end we would request that any formal issues that arise with regard to MPower are presented to the board members rather than to the Executive Director of the organization.

Sincerely,

Janet Wansick, MPower Board President

Council Chambers  
Municipal Building  
December 13, 2011

The McAlester Airport Authority met in a Regular session on Tuesday, December 13, 2011, at 6:00 P.M. after proper notice and agenda was posted December 8, 2011.

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

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

- Approval of the Minutes from the November 22, 2011 Regular Meeting of the McAlester Airport Authority. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item D, regarding claims ending December 6, 2011. (*Toni Ervin, Interim Chief Financial Officer*) in the amount of \$3,922.82.
- Confirm action taken on City Council Agenda Item 1, an Ordinance amending Ordinance No. 2392 which established the budget for fiscal year 2011-2012; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. (*Toni Ervin, Interim CFO*)
- Confirm action taken on City Council Agenda Item 2, on a Resolution of the City of McAlester against the United States Postal Service closing of the McAlester processing facility. (*Councilman John Browne*)
- **TABLED FROM PREVIOUS MEETING.** Confirm action taken on City Council Agenda Item 3, Consider, and act upon, an Ordinance restricting the use, occupation or lease of Municipal Public Property, and establishing policies and procedures for the authorization of such uses. (*Sam Mason, Ward 6 Councilman*)
- Confirm action taken on City Council Agenda Item 4, approval to purchase seven (7) new Automated External Defibrillator Units and two (2) Surface-Mount AED Wall Cabinets with alarm feature. The new AED Units will replace the obsolete AED Units currently installed at various City of McAlester facilities. (*Peter J. Stasiak, CM*)

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

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

Chairman Priddle declared the motion carried.



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

AYE: Trustees Karr, Mason, Smith, Harrison, Browne, & Chairman Priddle

NAY: None

Chairman Priddle declared the motion carried.

ATTEST:

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

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

Council Chambers  
Municipal Building  
December 13, 2011

The McAlester Public Works Authority met in a Regular session on Tuesday, December 13, 2011, at 6:00 P.M. after proper notice and agenda was posted December 8, 2011.

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

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

- Approval of the Minutes from the November 22, 2011 Regular Meeting of the McAlester Public Works Authority (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item D, regarding claims ending December 6, 2011. (*Toni Ervin, Interim Chief Financial Officer*) in the amount of \$321,453.16.
- Confirm action taken on City Council Agenda Item E, to authorize the Oklahoma Turnpike Authority to put together competitive bidding plans for 2 Mainline and 2 ramp signs at an estimated cost of \$7500.00.
- Confirm action taken on City Council Agenda Item 1, an Ordinance amending Ordinance No. 2392 which established the budget for fiscal year 2011-2012; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. (*Toni Ervin, Interim CFO*)
- Confirm action taken on City Council Agenda Item 2, on a Resolution of the City of McAlester against the United States Postal Service closing of the McAlester processing facility. (*Councilman John Browne*)
- **TABLED FROM PREVIOUS MEETING.** Confirm action taken on City Council Agenda Item 3, an Ordinance restricting the use, occupation or lease of Municipal Public Property, and establishing policies and procedures for the authorization of such uses. (*Sam Mason, Ward 6 Councilman*)
- Confirm action taken on City Council Agenda Item 4, approval to purchase seven (7) new Automated External Defibrillator Units and two (2) Surface-Mount AED Wall Cabinets with alarm feature. The new AED Units will replace the obsolete AED Units currently installed at various City of McAlester facilities. (*Peter J. Stasiak, CM*)

- Confirm action taken on City Council Agenda Item 5, award of bid to Bobcat Company, for the purchase of one (1) New and Unused 2012 S150 Bobcat Skid-Steer Loader. *(David Medley, PE, Director Utilities)*
- Confirm action taken on City Council Agenda Item 6, award of bid to Riverside Autoplex, for the purchase of one (1) New and Unused 2012 Ford F-350 1 Ton Utility Truck. *(David Medley, PE, Director Utilities)*
- Confirm action taken on City Council Agenda Item 7, Change Order No. 2 for the Water Treatment Plant Filter & Clearwell Improvements with J. S. Haren Company of Athens, Tennessee. *(David Medley, PE, Director Utilities)*
- Confirm action taken on City Council Agenda Item 8, award of bid to Hudiburg Auto Group, for the purchase of one (1) New and Unused 2012 Chevy Silverado 1 Ton Utility Truck. *(David Medley, PE, Director Utilities)*
- Confirm action taken on City Council Agenda Item 9, declaring certain vehicles and equipment surplus property in accordance with the Code of Ordinances Sec 2-286 and authorize the City Manager to sell them in accordance with the Code of Ordinances Sec 2- 287. *(John C. Modzelewski, PE, City Engineer and Director, Public Works)*
- Confirm action taken on City Council Agenda Item 10, upon a change in zoning from R1-B (Single Family Residential District) to C-3 (General Commercial District) *(Peter J. Stasiak, City Manager)*

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

AYE: Trustees Karr, Mason, Smith, Harrison, Browne, & Chairman Priddle

NAY: None

Chairman Priddle declared the motion carried.

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

AYE: Trustees Karr, Mason, Smith, Harrison, Browne, & Chairman Priddle

NAY: None

Chairman Priddle declared the motion carried.

ATTEST:

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

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

Council Chambers  
Municipal Building  
November 22, 2011

The McAlester Retirement Trust Authority met in Regular session on Tuesday, November 22, 2011 at 6:00 P.M. after proper notice and agenda was posted November 21, 2011.

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

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

- Approval of the Minutes from the October 25, 2011, Regular Meeting of the McAlester Retirement Trust Authority. (*Cora Middleton, City Clerk*)
- Approval of Retirement Benefit Payments for the Period of November 2011. (*Toni Ervin, Interim Chief Financial Officer*) in the amount of \$60, 228.39.

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

AYE: Trustees Karr, Garvin, Mason, Smith, Harrison, & Vice-Chairman Browne  
NAY: None

Vice-Chairman Browne declared the motion carried.

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

AYE: Trustees Karr, Garvin, Mason, Smith, Harrison, & Vice-Chairman Browne  
NAY: None

Vice-Chairman Browne declared the motion carried.

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John Browne, Vice-Chairman

ATTEST:

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Cora Middleton, Secretary