



# McAlester City Council

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## NOTICE OF MEETING

### REVISED Regular Meeting Agenda

Tuesday, July 10, 2012 – 6:00 pm  
McAlester City Hall – Council Chambers  
28 E. Washington

Steve Harrison.....Mayor  
Weldon Smith.....Ward One  
John Titsworth .....Ward Two  
Travis Read.....Ward Three  
Robert Karr.....Ward Four  
Buddy Garvin .....Ward Five  
Sam Mason, Vice Mayor .....Ward Six  
  
Peter J. Stasiak.....City Manager  
William J. Ervin.....City Attorney  
Cora M. Middleton.....City Clerk

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

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*Announce the presence of a Quorum.*

#### INVOCATION & PLEDGE OF ALLEGIANCE

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Glenn Meyer, Trinity Lutheran Church

#### ROLL CALL

#### SWEARING-IN CERMONY

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Judge Deborah Hackler will administer the Oath of Office to the Council member:

- Oath of Office – Council member,
  - Ward 2, John Titsworth

**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 June 19, 2012 Special Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for June 20 through July 3, 2012. *(Toni Ervin, Chief Financial Officer)*
- C. Ratify and approve a Lease Purchase between First National Bank & Trust Company and the City of McAlester, Oklahoma, for:
  - 1) Lease of One new 2008 Ford #450 Type III Ambulance with Wheeled Coach Conversion VIN: 1FDX#45P18DA74637. *(Cora Middleton, City Clerk)*
  - 2) Lease of 2011 Freightliner M2106 33000#GVW Truck Chassis VIN: 1FVACYBS1BDAY3398. *(Cora Middleton, City Clerk)*
- D. Approve and Authorize the Mayor to sign an American Red Cross Shelter Agreement between the City of McAlester and the American Red Cross for the use of the Southeast Expo Center as an emergency shelter during a disaster. *(Mel Priddy, Director Community Services)*
- E. Approve and Authorize the Mayor to sign a Kiamichi Area Nutrition Project/Center Sponsor Contract with the City of McAlester to expire June 30, 2013. *(Mel Priddy, Director Community Services)*
- F. Authorize the Mayor to sign PetroQuest Energy, L.L.C. Division Order for Property No. 35600076, Orval 1-2H; Section 2, Township 6 North, Range 14 East, Pittsburg County, Oklahoma. The DO is confirmation that the well has reached producing status, provides a legal description of the property and confirms the City's decimal interest in revenues. *(Cora Middleton, City Clerk)*
- G. Consider, and Act Upon, a Contract for Professional Service between Robison International, Inc. and the McAlester Defense Support Association and the City of McAlester. *(Peter J. Stasiak, City Manager)*
- H. Consider, and act to designate, City Manager, Pete Stasiak as the McAlester City Official authorized to sign the 2011-2012 collective bargaining agreement between the City and the IAFF.

## ITEMS REMOVED FROM CONSENT AGENDA

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### PUBLIC HEARING

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

- An Ordinance of the City of McAlester, Oklahoma, amending Ordinance No. 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 of the City of McAlester, Oklahoma, amending Ordinance No. 2425 which established the budget for fiscal year 2012-2013; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency.
- An Ordinance of the City of McAlester, Oklahoma, amending Chapter 106, Utilities, Article IV Division 2. Municipal Collection Service, Section 106-327 (b), charges for removal of permissible solid waste; and declaring an emergency.

### SCHEDULED BUSINESS

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

#### Executive Summary

Motion to approve the budget amendment ordinance.

2. Consider, and act upon, an Ordinance amending Ordinance No. 2425 which established the budget for fiscal year 2012-2013; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, Chief Financial Officer)*

#### Executive Summary

Motion to approve the budget amendment ordinance.

3. 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. *(Toni Ervin, Chief Financial Officer)*

#### Executive Summary

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

4. Consider, and act upon, a Resolution declaring certain buildings as dangerous by reason of being dilapidated and a detriment to the welfare of the public and community. *(Peter J. Stasiak, City Manager)*

## Executive Summary

Motion to approve a Resolution declaring certain buildings as dilapidated and subject to removal.

5. TABLED FROM PREVIOUS MEETING. Consider and act upon, the funding of McAlester Main Street Association in the amount of \$28,000 and for FY 2012-2013. *(Peter J. Stasiak, City Manager)*

## Executive Summary

Funding of McAlester Main Street Association in the amount of \$28,000 for FY 1213.

6. Discussion on funding options for major street improvements. *(Councilman Travis Read)*

## Executive Summary

Explore funding avenues for major street improvements.

7. Consider, and act upon, a Personal Services Agreement with Jerry W. Mincher for haybaling of City of McAlester Property located south of Highway 31 adjacent to the west side of the Indian Nation Turnpike in the amount of \$857.99. *(Cora Middleton, City Clerk)*

## Executive Summary

Motion to approve a Personal Services Agreement with Jerry W. Mincher for haybaling of City of McAlester Property located south of Highway 31 adjacent to the west side of the Indian Nation Turnpike in the amount of \$857.99.

8. Consider, and Act Upon, a Pledge and Guarantee document which authorizes the annual renewal of the Participation Agreement with the Association for Landfill Financial Assurance. *(John C. Modzelewski, P.E., City Engineer and PW Director)*

## Executive Summary

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

9. Consider, and act upon, amending Solid Waste ordinance, Sec. 106-327 to reflect a 2.5% increase from Allied in the commercial rates listed for FY 2012-2013. *(Peter J. Stasiak, City Manager)*

## Executive Summary

Motion to approve the amending ordinance.

10. Consider, and act upon approving a sewer main extension to serve the South Side of US 69 Bypass. *(Peter J. Stasiak, City Manager)*

## Executive Summary

Motion to approve Exhibit (A) or Exhibit (B) for a sewer main extension to serve the South Side of US 69 Bypass.

**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)**

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- Report on activities for the past two weeks.

**REMARKS AND INQUIRIES BY CITY COUNCIL**

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**MAYORS COMMENTS AND COMMITTEE APPOINTMENTS**

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**RECESS COUNCIL MEETING**

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**CONVENE AS McALESTER AIRPORT AUTHORITY**

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*Majority of a Quorum required for approval*

- Approval of the Minutes from the June 26, 2012 Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending July 3, 2012. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 1, an Ordinance amending Ordinance No. 2392 which established the budget for fiscal year 2011-2012; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 2, an Ordinance amending Ordinance No. 2425 which established the budget for fiscal year 2012-2013; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, Chief Financial Officer)*

**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 June 26, 2012 Regular Meeting of the McAlester Public Works Authority *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending July 3, 2012. *(Toni Ervin, Chief Financial Officer)*

- Confirm action taken on City Council Agenda Item C, Ratify and approve a Lease Purchase between First National Bank & Trust Company and the City of McAlester, Oklahoma, for:  
2) Lease of 2011 Freightliner M2106 33000#GVW Truck Chassis VIN: 1FVACYBS1BDAY3398. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item 1, an Ordinance amending Ordinance No. 2392 which established the budget for fiscal year 2011-2012; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 2, an Ordinance amending Ordinance No. 2425 which established the budget for fiscal year 2012-2013; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 3, 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. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 4, a Resolution declaring certain buildings as dangerous by reason of being dilapidated and a detriment to the welfare of the public and community. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 8, a Pledge and Guarantee document which authorizes the annual renewal of the Participation Agreement with the Association for Landfill Financial Assurance. *(John C. Modzelewski, P.E., City Engineer and PW Director)*
- Confirm action taken on City Council Agenda Item 9, amending Solid Waste ordinance, Sec. 106-327 to reflect a 2.5% increase from Allied in the commercial rates listed for FY 2012-2013. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 10, approving a sewer main extension to serve the South Side of US 69 Bypass. *(Peter J. Stasiak, City Manager)*

#### ADJOURN MPWA

#### RECONVENE COUNCIL MEETING

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#### EXECUTIVE SESSION

*Recess into Executive Session in compliance with Section Title 25 Section 307 C (10) et.seq. Oklahoma Statutes, to wit:*

- 1) Proposed executive session pursuant to Title 25, Sec. 307 (C) (10): All nonprofit foundations, boards, bureaus, commissions, agencies, trusteeships, authorities, councils, committees, public trusts, task forces or study groups, supported in whole or part by public funds or entrusted with the expenditure of public funds for purposes of conferring on matters pertaining to economic development, including the transfer of property, financing, or the creation of a proposal to entice a business to locate within their jurisdiction if public disclosure of the matter discussed would interfere with the development of products or services or if public disclosure would violate the confidentiality of the business. More specifically a proposed expansion of an existing McAlester employer/business: (Project Spider).

### **RECONVENE INTO OPEN SESSION**

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*Take any action as a result from Executive Session.*

### **ADJOURNMENT**

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### **CERTIFICATION**

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

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**Cora M. Middleton, City Clerk**

Council Chambers  
Municipal Building  
June 19, 2012

The McAlester City Council met in Special session on Tuesday, June 19, 2012, at 5:30 P.M. after proper notice and agenda was posted, June 15, 2012, at 4:51 P. M.

**Call to Order**

Mayor Harrison called the meeting to order.

**Roll Call**

Council Roll Call was as follows:

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

Staff Present: John Modzelewski, City Engineer/Public Works Director; Toni Ervin, Chief Finance Officer; Peter Stasiak, City Manager and Cora Middleton, City Clerk

**Scheduled Business**

1. Consider, and act upon, an Ordinance adopting the budget of the City of McAlester, Oklahoma, for the fiscal year 2012-2013; providing for severability clause; and declaring an emergency.

**ORDINANCE NO. 2425**

**AN ORDINANCE ADOPTING THE BUDGET OF THE CITY OF McALESTER, OKLAHOMA FOR THE FISCAL YEAR 2012-2013.**

A motion was made by Councilman Garvin and seconded by Karr to approve **ORDINANCE NO. 2425.**

Before the vote, Manager Stasiak expressed his appreciation for the input from the Council and all of the work from staff in putting this budget together. He stated that with the adoption of the budget tonight the City would meet all requirements.

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

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

Mayor Harrison declared the motion carried.



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

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

NAY: None

Mayor Harrison declared the motion carried.

2. Consider, and act upon, authorizing the mayor to sign an Engagement Letter with Cole & Reed, P.C. for audit services for the fiscal year ending June 30, 2012.

A motion was made by Councilman Smith and seconded by Councilman Garvin to authorize the mayor to sign an Engagement Letter with Cole & Reed, P.C. for audit services for the fiscal year ending June 30, 2012.

Before the vote, Ms. Ervin addressed the Council explaining that the Audit & Finance Advisory Committee had rated each of the received proposals and the firm of Cole & Reed, P.C. had received the top rating. They had also asked Ms. Ervin if she had been satisfied with the work that this firm had performed during the previous audit. There was no other discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

### **Adjournment**

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

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

NAY: None

Mayor Harrison declared the motion carried, and the meeting was adjourned at 5:35 P.M.

ATTEST:

\_\_\_\_\_  
Steve Harrison, Mayor

Cora Middleton, City Clerk

**CLAIMS FROM**

**JUNE 20, 2012  
THRU  
JULY 3, 2012**

PACKET: 08318 CLAIMS FOR 7/10/2012

VENDOR SET: 01

FUND : 01 GENERAL FUND

| VENDOR    | NAME                    | ITEM #         | G/L ACCOUNT NAME | DESCRIPTION                                  | CHECK# | AMOUNT |
|-----------|-------------------------|----------------|------------------|--|--------|--------|
| 01-1      | MISC VENDOR             |                |                  |  |        |        |
|           | RICK BEAMS              | I-201206203821 | 01 -5432331      | EMPLOYE TRAVE TRAVEL EXP REIMB OSFA CONF     | 060460 | 266.81 |
|           | TYLER MARTIN            | I-201206203822 | 01 -5432331      | EMPLOYE TRAVE TRAVEL EXP REIMB OSFA CONF     | 060461 | 318.47 |
|           | TONI ERVIN              | I-201206203823 | 01 -5211331      | EMPLOYEE TRAV TRAVEL EXP OML NEW OFFICIAL TR | 060462 | 383.47 |
|           | LANCE WEEKS             | I-201206203824 | 01 -5324207      | CLOTHING ALLO CLOTHING ALLOWANCE REIMB       | 060463 | 60.00  |
|           | SHAWN SMITH             | I-201206203825 | 01 -5653331      | EMPLOYEE TRAV TRAVEL EXP REIMB WORK COMP TRI | 060464 | 122.27 |
|           | BRETT BREWER            | I-201206273847 | 01 -5432331      | EMPLOYE TRAVE BRETT BREWER: MTG EXPENSES     | 060491 | 85.63  |
|           | MATTHEW MILLER          | I-201206273848 | 01 -5321207      | CLOTHING ALLO CLOTHING ALLOWANCE REIMB       | 060492 | 97.56  |
| 01-A00026 | AT & T LONG DISTANCE    |                |                  |  |        |        |
|           |                         | I-201206203816 | 01 -5215315      | TELEPHONE UTI PHONE UTIL-LONG DIST SVS       | 060465 | 223.96 |
| 01-A00042 | ACS SUPPORT             |                |                  |  |        |        |
|           |                         | I-791690       | 01 -5225349      | SOFTWARE MAIN ANNUAL SOFTWARE LIC RENEW      | 060514 | 330.00 |
| 01-A00170 | ADA PAPER CO.           |                |                  |  |        |        |
|           |                         | I-345127       | 01 -5548316      | REPAIRS & MAI JANITORIAL SUPPLIES            | 060516 | 183.42 |
| 01-A00200 | ADAMS TRUE VALUE        |                |                  |  |        |        |
|           |                         | I-234855       | 01 -5544206      | CHEMICALS FERTILIZER -BALL FIELDS            | 060518 | 750.00 |
| 01-A00259 | AFLAC FLEX ONE          |                |                  |  |        |        |
|           |                         | I-36S031ER     | 01 -5653348      | DRUG TESTING/ FLEX MONTHLY FEE-JUNE          | 060519 | 50.00  |
| 01-A00267 | AIRGAS                  |                |                  |  |        |        |
|           |                         | I-9005592712   | 01 -5544203      | REPAIRS & MAI YEARLY BOTTLE LEASE            | 060520 | 83.08  |
|           |                         | I-9005843561   | 01 -5543202      | OPERATING SUP CO2 FOR POOLS                  | 060520 | 82.62  |
|           |                         | I-9006018225   | 01 -5543202      | OPERATING SUP CO2 FOR POOLS                  | 060520 | 2.80   |
|           |                         | I-9006078150   | 01 -5543202      | OPERATING SUP CO2 FOR POOLS                  | 060520 | 437.90 |
|           |                         | I-9006143229   | 01 -5543202      | OPERATING SUP CO2 FOR POOLS                  | 060520 | 61.98  |
|           |                         | I-9006195090   | 01 -5543202      | OPERATING SUP CO2 FOR POOLS                  | 060520 | 109.40 |
|           |                         | I-9006195091   | 01 -5543202      | OPERATING SUP CO2 FOR POOLS                  | 060520 | 47.79  |
|           |                         | I-9006315159   | 01 -5543203      | REPAIRS & MAI MONTHLY BOTTLE LEASES          | 060520 | 95.58  |
|           |                         | I-902405034    | 01 -5542203      | REPAIRS & MAI MONTHLY BOTTLE LEASES          | 060520 | 48.89  |
|           |                         | I-9902048210   | 01 -5542203      | REPAIRS & MAI MONTHLY BOTTLE LEASES          | 060520 | 47.70  |
|           |                         | I-9902048210   | 01 -5543203      | REPAIRS & MAI MONTHLY BOTTLE LEASES          | 060520 | 46.00  |
|           |                         | I-9902405034   | 01 -5543203      | REPAIRS & MAI MONTHLY BOTTLE LEASES          | 060520 | 59.03  |
| 01-A00362 | ALLEGIANCE COMMUNICATIO |                |                  |  |        |        |
|           |                         | I-201206203818 | 01 -5431328      | INTERNET SERV INTERNET SVS-#2 FIRE STATION   | 060466 | 62.95  |
|           |                         | I-201206203818 | 01 -5547202      | OPERATING SUP INTERNET SVS-CEMETERY          | 060466 | 60.03  |
|           |                         | I-201206273846 | 01 -5865328      | INTERNET SERV INTERNET SVS-STREETS DEPT      | 060493 | 82.95  |
|           |                         | I-201206273846 | 01 -5547203      | REPAIRS & MAI INTERNET SVS-CEMETERY          | 060493 | 66.03  |
| 01-A00751 | ATWOODS                 |                |                  |  |        |        |
|           |                         | I-1113/9       | 01 -5548203      | REPAIRS & MAI MAINT SUPPLIES                 | 060526 | 23.31  |
|           |                         | I-1116/9       | 01 -5865218      | STREET REPAIR TARPS & STRAPS-ROLLOFF         | 060526 | 31.92  |
|           |                         | I-1121/9       | 01 -5544206      | CHEMICALS CHEMICALS FOR BALL FIELDS          | 060526 | 196.86 |
|           |                         | I-1127/9       | 01 -5542203      | REPAIRS & MAI REPAIR ITEMS FOR WATERING      | 060526 | 59.78  |

7/03/2012 3:04 PM  
 PACKET: 08318 CLAIMS FOR 7/10/2012  
 VENDOR SET: 01  
 FUND : 01 GENERAL FUND

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 2

| VENDOR    | NAME                    | ITEM #          | G/L ACCOUNT NAME | DESCRIPTION                                | CHECK# | AMOUNT   |
|-----------|-------------------------|-----------------|------------------|--|--------|----------|
| 01-A00751 | ATWOODS                 |                 | continued        |  |        |          |
|           |                         | I-1128/9        | 01 -5431204      | SMALL TOOLS MISC TOOLS AS NEEDED           | 060526 | 99.83    |
| 01-A00770 | AUTO PARTS CO           |                 |                  |  |        |          |
|           |                         | I-201207033873  | 01 -5432203      | REPAIR & MAIN INV 908711-EMER PT FOR AMBUL | 060528 | 248.43   |
|           |                         | I-201207033873  | 01 -5432203      | REPAIR & MAIN CR 908715 -EMER PT FOR AMBUL | 060528 | 110.00-  |
|           |                         | I-907459        | 01 -5432203      | REPAIR & MAIN MISC REPAIR PARTS AS NEED    | 060528 | 341.86   |
| 01-A00775 | AUTO ZONE               |                 |                  |  |        |          |
|           |                         | I-0519859642-02 | 01 -5432203      | REPAIR & MAIN REPAIR PARTS AS NEEDED       | 060531 | 77.09    |
| 01-B00089 | BANK OF OKLAHOMA        |                 |                  |  |        |          |
|           |                         | I-5070204       | 01 -5547308      | CONTRACTED SE PERPETUAL CARE ADMIN FEES    | 060532 | 325.37   |
| 01-B00180 | BEMAC SUPPLY            |                 |                  |  |        |          |
|           |                         | I-S1662106.001  | 01 -5542316      | REPAIRS & MAI MISC REPAIR ITEMS            | 060535 | 232.49   |
|           |                         | I-S1662876.001  | 01 -5542316      | REPAIRS & MAI PARTS TO REPAIR RESTROOMS    | 060535 | 26.99    |
|           |                         | I-S1663996.001  | 01 -5542316      | REPAIRS & MAI PARTS TO REPAIR RESTROOMS    | 060535 | 10.69    |
|           |                         | I-S1664825.001  | 01 -5542316      | REPAIRS & MAI PARTS TO REPAIR RESTROOMS    | 060535 | 3.41     |
|           |                         | I-S1665146.001  | 01 -5542316      | REPAIRS & MAI PARTS TO REPAIR RESTROOMS    | 060535 | 136.91   |
|           |                         | I-S1666141.001  | 01 -5542316      | REPAIRS & MAI PLUMBING SUPPLIES            | 060535 | 3.79     |
|           |                         | I-S1666194.001  | 01 -5542316      | REPAIRS & MAI PLUMBING SUPPLIES            | 060535 | 150.80   |
|           |                         | I-S1670339.001  | 01 -5548316      | REPAIRS & MAI MISC MAINT ITEMS AS NEEDED   | 060536 | 43.84    |
|           |                         | I-S1670620.001  | 01 -5548316      | REPAIRS & MAI MISC MAINT ITEMS AS NEEDED   | 060536 | 190.34   |
| 01-B00241 | BIG BALLER'S PRO SHOP   |                 |                  |  |        |          |
|           |                         | I-100050        | 01 -5542203      | REPAIRS & MAI TENNIS BALLS-SUMMER PGM      | 060538 | 636.00   |
| 01-B00243 | BIG V FEED              |                 |                  |  |        |          |
|           |                         | I-37937         | 01 -5322202      | OPERATING SUP DOG FOOD AS NEEDED           | 060539 | 64.05    |
| 01-B00359 | BLEVINS PROFESSIONAL TR |                 |                  |  |        |          |
|           |                         | I-6650          | 01 -5542316      | REPAIRS & MAI LABOR TO REMOVE LG TREE      | 060541 | 475.00   |
| 01-B00486 | BRADLEY RAY INMAN       |                 |                  |  |        |          |
|           |                         | I-201206293858  | 01 -5544308      | CONTRACT LABO UMPIRE FEES-12 GAMES         | 060543 | 300.00   |
| 01-B00640 | SPORT SUPPLY GROUP, INC |                 |                  |  |        |          |
|           |                         | I-94750070      | 01 -5544202      | OPERATING SUP BALL FIELD SUPPLIES          | 060545 | 1,313.23 |
| 01-C00046 | C D W GOVERNMENT, INC   |                 |                  |  |        |          |
|           |                         | I-L878306       | 01 -5225401      | COMPUTER TECH SCANNER FOR CS USE           | 060546 | 1,000.53 |
|           |                         | I-M153585       | 01 -5324202      | OPERATING SUP HEADSETS FOR 911             | 060546 | 67.73    |
| 01-C00209 | CASCO INDUSTRIES        |                 |                  |  |        |          |
|           |                         | I-177266        | 01 -5431202      | OPERATING SUP MISC GEAR FOR FIREFIGHTER    | 060547 | 427.50   |
| 01-C00245 | CATHEY & ASSOCIATES, L. |                 |                  |  |        |          |
|           |                         | I-31538         | 01 -5542202      | OPERATING SUP SAND FOR POOL FILTERS        | 060548 | 212.50   |

PACKET: 08318 CLAIMS FOR 7/10/2012

VENDOR SET: 01

FUND : 01 GENERAL FUND

| VENDOR    | NAME                    | ITEM #             | G/L ACCOUNT NAME | DESCRIPTION                               | CHECK# | AMOUNT   |
|-----------|-------------------------|--------------------|------------------|---|--------|----------|
| 01-C00245 | CATHEY & ASSOCIATES, L. | continued          |                  |   |        |          |
|           |                         | I-31575            | 01 -5543202      | OPERATING SUP SUPPLIES FOR HUNTER WP      | 060548 | 275.00   |
| 01-C00320 | CENTERPOINT ENERGY ARKL |                    |                  |   |        |          |
|           |                         | I-201206203817     | 01 -5215314      | GAS UTILITY GAS UTIL-802 E HARRISON       | 060467 | 21.63    |
|           |                         | I-201206273845     | 01 -5215314      | GAS UTILITY GAS UTIL-315 E KREBS          | 060494 | 21.63    |
| 01-C00431 | CHIEF SUPPLY CO         |                    |                  |   |        |          |
|           |                         | I-496947           | 01 -5321202      | OPERATING SUP BATTERIES & STINGER         | 060549 | 169.89   |
|           |                         | I-498827           | 01 -5321202      | OPERATING SUP BATTERIES & STINGER         | 060549 | 276.00   |
| 01-C00472 | ICON ENTERPRISES, INC.  |                    |                  |   |        |          |
|           |                         | I-99988            | 01 -5225349      | SOFTWARE MAIN WEB DESIGN & MAINT.         | 060550 | 4,265.00 |
|           |                         | I-99988            | 01 -5225401      | COMPUTER TECH WEB DESIGN & MAINT.         | 060550 | 4,056.66 |
| 01-D00006 | D & D ELEVATOR INC      |                    |                  |   |        |          |
|           |                         | I-12082A           | 01 -5548316      | REPAIRS & MAI ELEVATOR REPAIR-CITY HALL   | 060552 | 2,789.37 |
| 01-D00143 | DAVE'S FITNESS PLUS     |                    |                  |   |        |          |
|           |                         | I-2012-13 YRLY DUE | 01 -5321308      | CONTRACTED SE YRLY MEMBERSHIP-POLICE      | 060553 | 1,250.00 |
| 01-D00540 | DOLESE BROTHERS         |                    |                  |   |        |          |
|           |                         | I-RM12032763       | 01 -5865218      | STREET REPAIR CONCRETE FOR MISC POURS     | 060555 | 278.43   |
|           |                         | I-RM12037516       | 01 -5865218      | STREET REPAIR CONCRETE FOR MISC POURS     | 060555 | 202.00   |
|           |                         | I-RM12040993       | 01 -5865218      | STREET REPAIR CONCRETE FOR MISC POURS     | 060555 | 278.00   |
| 01-E00259 | ERGON ASPHALT & EMULSIO |                    |                  |   |        |          |
|           |                         | I-9400904272       | 01 -5865218      | STREET REPAIR OIL FOR DURA PATCHER        | 060560 | 489.66   |
| 01-E00266 | ERVIN & ERVIN ATTORNEYS |                    |                  |   |        |          |
|           |                         | I-JULY 2012        | 01 -5214302      | CONSULTANTS LEGAL FEES-MTHLY RETAINER     | 060561 | 3,125.00 |
| 01-F00037 | FASTENAL                |                    |                  |   |        |          |
|           |                         | I-OKMCA105686      | 01 -5543203      | REPAIRS & MAI MISC POOL REPAIR ITEMS      | 060562 | 111.67   |
|           |                         | I-OKMCA106249      | 01 -5542203      | REPAIRS & MAI MISC REPAIR ITEMS NEEDED    | 060562 | 131.56   |
| 01-F00038 | FED EX                  |                    |                  |   |        |          |
|           |                         | I-7-928-29280      | 01 -5321202      | OPERATING SUP MISC MAILING FEES AS NEED   | 060563 | 32.40    |
| 01-F00170 | FIRST NATIONAL BANK     |                    |                  |   |        |          |
|           |                         | I-072012-#133      | 01 -5321510      | LEASE PAYMENT LEASE #133                  | 060564 | 5,185.00 |
| 01-G00010 | G & C RENTAL CENTER, IN |                    |                  |   |        |          |
|           |                         | I-12199            | 01 -5547203      | REPAIRS & MAJ TRACHOE RENTAL AS NECESSA   | 060566 | 348.00   |
|           |                         | I-12432            | 01 -5547203      | REPAIRS & MAI TRACHOE RENTAL AS NEEDED    | 060566 | 272.00   |
|           |                         | I-12536            | 01 -5547203      | REPAIRS & MAI TRACHOE RENTAL AS NECESSA   | 060566 | 327.28   |
|           |                         | I-201207033876     | 01 -5542316      | REPAIRS & MAI EMER RENTAL FOR PLBG REPAIR | 060566 | 45.13    |
|           |                         | I-201207033876     | 01 -5542316      | REPAIRS & MAI EMER RENTAL FOR PLBG REPAIR | 060566 | 25.18    |

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 VENDOR SET: 01  
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REGULAR DEPARTMENT PAYMENT REGISTER

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| VENDOR    | NAME                    | ITEM #      | G/L ACCOUNT NAME | DESCRIPTION               | CHECK# | AMOUNT   |
|-----------|-------------------------|-------------|------------------|---------------------------|--------|----------|
| =====     |                         |             |                  |                           |        |          |
| 01-G00260 | GEORGE HALIBURTON       |             |                  |                           |        |          |
|           | I-430948                | 01 -5652318 | ABATEMENTS       | CONTRACT MOWING           | 060567 | 1,468.50 |
|           | I-430948                | 01 -5652318 | ABATEMENTS       | CONTRACT MOWING           | 060567 | 1,237.50 |
| 01-G00490 | GRISSOM IMPLEMENT INC   |             |                  |                           |        |          |
|           | I-276626                | 01 -5542316 | REPAIRS & MAI    | MOWER REPAIR PARTS        | 060569 | 66.54    |
|           | I-277007                | 01 -5542316 | REPAIRS & MAI    | MOWER REPAIR PARTS        | 060569 | 65.43    |
| 01-H00075 | HARRIS CONSTRUCTION SER |             |                  |                           |        |          |
|           | I-10113                 | 01 -5865218 | STREET REPAIR    | FREIGHT CHG TO HAUL GRAVE | 060570 | 1,531.02 |
| 01-H00126 | HEATH MARCO             |             |                  |                           |        |          |
|           | I-201206203819          | 01 -5431331 | EMPLOYEE TRAV    | TRAVEL REIMB OSFA CONF    | 060468 | 382.82   |
| 01-I00066 | I/O SOLUTIONS, INC.     |             |                  |                           |        |          |
|           | I-C27416A               | 01 -5324202 | OPERATING SUP    | DISPATCHER TESTS          | 060572 | 162.00   |
| 01-I00110 | IMPRESS OFFICE SUPPLY   |             |                  |                           |        |          |
|           | I-034030                | 01 -5211202 | OPERATING SUP    | MISC OFFICE SUPPLIES      | 060573 | 46.83    |
|           | I-034076                | 01 -5211202 | OPERATING SUP    | MISC OFFICE SUPPLIES      | 060573 | 4.60     |
|           | I-034082                | 01 -5211202 | OPERATING SUP    | MISC OFFICE SUPPLIES      | 060573 | 14.30    |
|           | I-034094                | 01 -5321202 | OPERATING SUP    | MISC OFFICE SUPPLIES      | 060573 | 149.82   |
|           | I-034109                | 01 -5211202 | OPERATING SUP    | MISC OFFICE SUPPLIES      | 060573 | 30.89    |
| 01-I00120 | TYLER TECHNOLOGIES      |             |                  |                           |        |          |
|           | I-025-44772             | 01 -5225330 | DUES & SUBSCR    | 2 YEAR SUBSCRIPTION       | 060574 | 250.00   |
|           | I-201206293862          | 01 -5213336 | FEES             | MONTHLY SUPPORT FEE-COURT | 060575 | 200.00   |
|           | I-201206293862          | 01 -5225349 | SOFTWARE MAIN    | MONTHLY SUPPORT FEE-IT    | 060575 | 200.00   |
| 01-I00140 | INDIAN NATION WHOLESALE |             |                  |                           |        |          |
|           | I-5640298               | 01 -5543202 | OPERATING SUP    | CONCESSION SUPPLIES       | 060576 | 569.61   |
|           | I-5645611               | 01 -5543202 | OPERATING SUP    | CONCESSION SUPPLIES       | 060576 | 211.86   |
|           | I-5652164               | 01 -5544202 | OPERATING SUP    | CONCESSION SUPPLIES       | 060576 | 710.67   |
| 01-I00259 | IRRIGATION STATION OKC  |             |                  |                           |        |          |
|           | I-IN343580              | 01 -5544202 | OPERATING SUP    | CONTROL BOARD FOR SP SYS  | 060577 | 288.39   |
|           | I-IN343964              | 01 -5544202 | OPERATING SUP    | CONTROL BDS FOR SPRINKLER | 060577 | 638.64   |
| 01-I00262 | INVESTIGATIVE CONCEPTS, |             |                  |                           |        |          |
|           | I-121202390             | 01 -5653348 | DRUG TESTING/    | NEW HIRE BACKGROUND       | 060578 | 15.95    |
| 01-J00340 | JIM WOOD REFRIGERATION  |             |                  |                           |        |          |
|           | I-12-14331              | 01 -5542316 | REPAIRS & MAI    | A/C REPAIRS AT STIPE GYM  | 060580 | 2,889.18 |
| 01-J00434 | JORDAN AUSTIN, JR.      |             |                  |                           |        |          |
|           | I-A06-12-002            | 01 -5652318 | ABATEMENTS       | CONTRACT MOWING           | 060581 | 400.00   |
| 01-K00108 | KEITH R LYON            |             |                  |                           |        |          |
|           | I-0004                  | 01 -5543203 | REPAIRS & MAI    | PLBG REPAIRS @ STIPE POOL | 060582 | 180.00   |

PACKET: 08318 CLAIMS FOR 7/10/2012

VENDOR SET: 01

FUND : 01 GENERAL FUND

| VENDOR    | NAME                    | ITEM #      | G/L ACCOUNT NAME                        | DESCRIPTION | CHECK#   | AMOUNT |
|-----------|-------------------------|-------------|---|-------------|----------|--------|
| 01-K00209 | KIDS PLACE DESIGNS LLC  |             |   |             |          |        |
|           | I-2512                  | 01 -5542316 | REPAIRS & MAI ENG. WOOD CHIPS-KOMAR     | 060584      | 2,183.00 |        |
| 01-K00254 | KIMBERLY LIZIK          |             |   |             |          |        |
|           | I-201207033870          | 01 -5212308 | CONTRACTED SE CONTRACT RECEPTIONIST FEE | 060585      | 140.00   |        |
| 01-L00380 | LOCKE SUPPLY CO.        |             |   |             |          |        |
|           | I-17810587-00           | 01 -5548316 | REPAIRS & MAI MAINTENANCE SUPPLIES      | 060588      | 2.45     |        |
|           | I-17943696-00           | 01 -5548316 | REPAIRS & MAI MAINTENANCE SUPPLIES      | 060588      | 3.86     |        |
|           | I-17968658-00           | 01 -5548316 | REPAIRS & MAI MAINTENANCE SUPPLIES      | 060588      | 21.34    |        |
|           | I-18045332-00           | 01 -5548316 | REPAIRS & MAI MAINTENANCE SUPPLIES      | 060588      | 14.70    |        |
|           | I-18047466-00           | 01 -5548203 | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 060588      | 12.72    |        |
|           | I-18058111-00           | 01 -5548203 | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 060588      | 4.62     |        |
|           | I-18061055-00           | 01 -5548203 | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 060588      | 19.52    |        |
|           | I-1809378-00            | 01 -5548203 | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 060588      | 2,000.00 |        |
|           | I-18126967-00           | 01 -5548203 | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 060588      | 49.32    |        |
|           | I-18133881-00           | 01 -5548203 | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 060588      | 319.84   |        |
| 01-L00428 | LOWE'S CREDIT SERVICES  |             |   |             |          |        |
|           | C-93233 CR              | 01 -5213202 | OPERATING SUP TOOLS FOR COURT OFFICE    | 060589      | 104.00-  |        |
|           | I-01169                 | 01 -5865218 | STREET REPAIR MISC SUPPLIES AS NEEDED   | 060589      | 48.44    |        |
|           | I-01631                 | 01 -5542203 | REPAIRS & MAI CEMENT PATCH              | 060589      | 84.63    |        |
|           | I-01980                 | 01 -5548316 | REPAIRS & MAI MISC MAINT SUPPLIES       | 060589      | 62.44    |        |
|           | I-02434                 | 01 -5548316 | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 060589      | 74.71    |        |
|           | I-02844                 | 01 -5548316 | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 060589      | 193.62   |        |
|           | I-06270                 | 01 -5432204 | SMALL TOOLS SMALL TOOLS NEEDED          | 060589      | 288.62   |        |
|           | I-07500                 | 01 -5431202 | OPERATING SUP SUPPLIES                  | 060589      | 23.73    |        |
|           | I-08125                 | 01 -5431202 | OPERATING SUP SUPPLIES                  | 060589      | 11.92    |        |
|           | I-0901497               | 01 -5865218 | STREET REPAIR MISC SUPPLIES AS NEEDED   | 060589      | 118.96   |        |
|           | I-0909648               | 01 -5548316 | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 060589      | 159.18   |        |
|           | I-09287                 | 01 -5321202 | OPERATING SUP A/C UNIT-PORTABLE         | 060589      | 284.05   |        |
|           | I-09295                 | 01 -5547203 | REPAIRS & MAI MISC MAINT & REPAIR ITEMS | 060589      | 145.36   |        |
|           | I-09375                 | 01 -5431202 | OPERATING SUP SUPPLIES                  | 060589      | 265.04   |        |
|           | I-09525                 | 01 -5548316 | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 060590      | 396.89   |        |
|           | I-09831                 | 01 -5213202 | OPERATING SUP TOOLS FOR COURT OFFICE    | 060590      | 32.66    |        |
|           | I-09909                 | 01 -5548316 | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 060590      | 11.41    |        |
|           | I-09989                 | 01 -5865203 | REPAIR & MAIN MAINT SUPPLIES            | 060590      | 199.00   |        |
|           | I-901448                | 01 -5548316 | REPAIRS & MAI MISC MAINT SUPPLIES       | 060590      | 21.45    |        |
|           | I-901695                | 01 -5542203 | REPAIRS & MAI CEMENT PATCH              | 060590      | 24.99    |        |
|           | I-909435                | 01 -5542316 | REPAIRS & MAI SAND FOR POOL F ILTERS    | 060590      | 170.37   |        |
|           | I-909619                | 01 -5548316 | REPAIRS & MAI MISC MAINT SUPPLIES       | 060590      | 137.82   |        |
|           | I-910794                | 01 -5213202 | OPERATING SUP TOOLS FOR COURT OFFICE    | 060590      | 75.00    |        |
| 01-M00083 | MARGARET MCMORROW - LOV |             |   |             |          |        |
|           | I-JUNE 2012             | 01 -5210302 | CONSULTANTS/L LEGAL FEES AS NEEDED      | 060592      | 2,776.00 |        |
| 01-M00089 | MARK EMMONS PHOTOGRAPHY |             |   |             |          |        |
|           | I-11-02219              | 01 -5101319 | MISCELLANEOUS COUNCIL MEMBER PHOTOS     | 060593      | 68.70    |        |



PACKET: 08318 CLAIMS FOR 7/10/2012

VENDOR SET: 01

FUND : 01 GENERAL FUND

| VENDOR    | NAME                    | ITEM #              | G/L ACCOUNT NAME | DESCRIPTION                                  | CHECK# | AMOUNT   |
|-----------|-------------------------|---------------------|------------------|--|--------|----------|
| 01-M00325 | MICHAEL T DAWKINS       |                     |                  |  |        |          |
|           |                         | I-201206293857      | 01 -5544308      | CONTRACT LABO UMPIRE FEES-12 GAMES           | 060596 | 300.00   |
| 01-M00336 | MIKE CANIGLIA           |                     |                  |  |        |          |
|           |                         | I-201206203820      | 01 -5431331      | EMPLOYEE TRAV TRAVEL EXP REIMB OSFA CONF     | 060469 | 291.87   |
| 01-M00510 | MIRACLE RECREATION EQUI |                     |                  |  |        |          |
|           |                         | I-648844            | 01 -5542316      | REPAIRS & MAI MISC PARTS FOR EQUIPMENT       | 060598 | 1,514.00 |
| 01-M00614 | MOTOSAT                 |                     |                  |  |        |          |
|           |                         | I-151               | 01 -5431330      | DUES & SUBSCR HAZMAT MOBIL INTERNET SVS      | 060600 | 1,995.98 |
| 01-M00765 | MY-LOR, INC.            |                     |                  |  |        |          |
|           |                         | I-14556             | 01 -5431204      | SMALL TOOLS INCIDENT COMMAND EQUIP           | 060601 | 598.00   |
| 01-MC0135 | MC ALESTER MONUMENT CO  |                     |                  |  |        |          |
|           |                         | I-11-02772          | 01 -5547203      | REPAIRS & MAI REPLACE CONCRETE PAD           | 060604 | 100.00   |
| 01-MC0140 | MCALESTER PAINT & SUPPL |                     |                  |  |        |          |
|           |                         | I-00077311          | 01 -5543203      | REPAIRS & MAI MISC POOL MAINT ITEMS          | 060605 | 510.69   |
| 01-MC0148 | MC ALESTER VISION CENTE |                     |                  |  |        |          |
|           |                         | I-17706             | 01 -5653213      | SAFETY EXPENS SAFETY GLASSES-ESTRADA         | 060606 | 94.00    |
| 01-MC0226 | MC DONALDS RESTURANT    |                     |                  |  |        |          |
|           |                         | I-JUNE 2012         | 01 -5321202      | OPERATING SUP PRISONER MEALS                 | 060609 | 161.48   |
| 01-MC0252 | MCALESTER NEW HOLLAND   |                     |                  |  |        |          |
|           |                         | I-3152              | 01 -5542316      | REPAIRS & MAI REPAIR PARTS FOR MOWERS        | 060610 | 113.20   |
|           |                         | I-3278              | 01 -5542316      | REPAIRS & MAI REPAIR PARTS FOR MOWERS        | 060610 | 106.30   |
|           |                         | I-3283              | 01 -5431204      | SMALL TOOLS CHAIN SAWS                       | 060610 | 633.58   |
| 01-N00250 | MCALESTER NEWS CAPITAL  |                     |                  |  |        |          |
|           |                         | I-03100051-ORD 2424 | 01 -5212317      | ADVERTISING & PUBLICATIONS AS NEEDED         | 060611 | 21.90    |
|           |                         | I-05606558          | 01 -5212317      | ADVERTISING & PUBLICATIONS AS NEEDED         | 060611 | 91.00    |
|           |                         | I-05606559          | 01 -5212317      | ADVERTISING & PUBLICATIONS AS NEEDED         | 060611 | 133.80   |
|           |                         | I-05606722          | 01 -5212317      | ADVERTISING & PUBLICATIONS AS NEEDED         | 060611 | 11.55    |
|           |                         | I-05606740          | 01 -5652317      | ADVERTISING & LEGAL PUBLICATIONS             | 060611 | 33.00    |
| 01-N00271 | NIX FORD MERCURY INC.   |                     |                  |  |        |          |
|           |                         | I-136311            | 01 -5432316      | REPAIRS & MAI EMER REPAIRS TO AMBULANCE      | 060613 | 762.01   |
| 01-000075 | O'REILLY AUTO PARTS     |                     |                  |  |        |          |
|           |                         | I-201207033872      | 01 -5432203      | REPAIR & MAIN INV 437506-EMER PART FOR AMBUL | 060617 | 3.49     |
| 01-000082 | OAKLEY                  |                     |                  |  |        |          |
|           |                         | I-132650771         | 01 -5431207      | CLOTHING ALLO UNIFORM PURCHASES              | 060618 | 77.97    |
|           |                         | I-132650771         | 01 -5431207      | CLOTHING ALLO UNIFORM PURCHASES              | 060618 | 320.70   |
|           |                         | I-132864192         | 01 -5431207      | CLOTHING ALLO SAFETY EYEWARE                 | 060618 | 32.30    |

PACKET: 08318 CLAIMS FOR 7/10/2012

VENDOR SET: 01

FUND : 01 GENERAL FUND

| VENDOR    | NAME                    | ITEM #               | G/L ACCOUNT NAME | DESCRIPTION                                 | CHECK# | AMOUNT   |
|-----------|-------------------------|----------------------|------------------|---|--------|----------|
| 01-000082 | OAKLEY                  |                      |                  | continued                                   |        |          |
|           |                         | I-132872632          | 01 -5431207      | CLOTHING ALLO SAFETY EYEWARE                | 060618 | 64.80    |
| 01-000273 | OKLA DEPT OF HEALTH     |                      |                  |   |        |          |
|           |                         | I-12-CHADICK         | 01 -5543202      | OPERATING SUP LICENSES FOR 7 POOLS          | 060619 | 50.00    |
|           |                         | I-24-HUNTER          | 01 -5543202      | OPERATING SUP LICENSES FOR 7 POOLS          | 060619 | 50.00    |
|           |                         | I-25-HUTCHINSON      | 01 -5543202      | OPERATING SUP LICENSES FOR 7 POOLS          | 060619 | 50.00    |
|           |                         | I-26-JEFF LEE        | 01 -5543202      | OPERATING SUP LICENSES FOR 7 POOLS          | 060619 | 50.00    |
|           |                         | I-35-STIPE           | 01 -5543202      | OPERATING SUP LICENSES FOR 7 POOLS          | 060619 | 50.00    |
|           |                         | I-8-KOMAR            | 01 -5543202      | OPERATING SUP LICENSES FOR 7 POOLS          | 060619 | 50.00    |
|           |                         | I-9-B&JEFFERSON      | 01 -5543202      | OPERATING SUP LICENSES FOR 7 POOLS          | 060619 | 50.00    |
| 01-000345 | OKLA DEPT OF LABOR      |                      |                  |   |        |          |
|           |                         | I-W120523E30075      | 01 -5548316      | REPAIRS & MAI YRLY ELEVATOR INSP-LIBRAR     | 060622 | 75.00    |
| 01-000520 | OIL-OK INDEPENDENT LIVI |                      |                  |   |        |          |
|           |                         | I-01062012-2010/2011 | 01 -5101355      | OIL-OK FOR IN CONTRACT WITH OIL             | 060623 | 1,840.00 |
| 01-000531 | OKLA MUNICIPAL SERVIC   |                      |                  |   |        |          |
|           |                         | I-11-01622           | 01 -5210330      | DUES & SUBSCR OML SURVEY PUBLICATION        | 060624 | 50.00    |
| 01-000595 | OSBI                    |                      |                  |   |        |          |
|           |                         | I-12-004265-S        | 01 -5225402      | SOFTWARE & AU ODIS ANNUAL SUPPORT FEE       | 060470 | 5,000.00 |
| 01-P00081 | PAPA JOHNS PIZZA        |                      |                  |   |        |          |
|           |                         | I-06/27 PURCHASE     | 01 -5653213      | SAFETY EXPENS FOOD FOR SAFETY AWARD         | 060627 | 71.99    |
| 01-P00210 | PEPSI COLA              |                      |                  |   |        |          |
|           |                         | I-78683              | 01 -5543202      | OPERATING SUP CONCESSION SUPPLIES           | 060628 | 216.00   |
|           |                         | I-78963              | 01 -5543202      | OPERATING SUP CONCESSION SUPPLIES           | 060628 | 126.00   |
|           |                         | I-79243              | 01 -5544202      | OPERATING SUP CONCESSION SUPPLIES           | 060628 | 180.00   |
| 01-P00361 | PC MALL GOV, INC        |                      |                  |   |        |          |
|           |                         | I-S74338300101       | 01 -5225401      | COMPUTER TECH COMPUTER W/DUAL MONITORS      | 060629 | 924.00   |
| 01-P00510 | PRO-KIL, INC            |                      |                  |   |        |          |
|           |                         | I-67777              | 01 -5542308      | CONTRACTED SE MONTHLY PEST CONTROL          | 060631 | 126.00   |
| 01-P00560 | PUBLIC SERVICE/AEP      |                      |                  |   |        |          |
|           |                         | I-201206273843       | 01 -5215313      | ELECTRIC UTIL ELECT UTIL-KOMAR PAVILION     | 060495 | 40.32    |
|           |                         | I-201206273843       | 01 -5215313      | ELECTRIC UTIL ELECT UTIL-KOMAR PARK         | 060495 | 158.73   |
|           |                         | I-201206273843       | 01 -5215313      | ELECTRIC UTIL ELECT UTIL-MCA LAKE RESTROOMS | 060495 | 60.02    |
|           |                         | I-201206273843       | 01 -5215313      | ELECTRIC UTIL ELECT UTIL-MCA LAKE PARK      | 060495 | 60.02    |
|           |                         | I-201206273843       | 01 -5215313      | ELECTRIC UTIL ELECT UTIL-PD/NARC            | 060495 | 136.18   |
|           |                         | I-201206273843       | 01 -5215313      | ELECTRIC UTIL ELECT UTIL-EMER RESP CENTER   | 060495 | 627.73   |
| 01-R00492 | RONALD W BARNES         |                      |                  |   |        |          |
|           |                         | I-201206293859       | 01 -5544308      | CONTRACT LABO UMPIRE FEES-16 GAMES          | 060635 | 400.00   |

PACKET: 08318 CLAIMS FOR 7/10/2012

VENDOR SET: 01

FUND : 01 GENERAL FUND

| VENDOR    | NAME                    | ITEM #          | G/L ACCOUNT NAME | DESCRIPTION                                  | CHECK# | AMOUNT   |
|-----------|-------------------------|-----------------|------------------|--|--------|----------|
| 01-R00521 | ROTARY CLUB             |                 |                  |  |        |          |
|           |                         | I-3936          | 01 -5652330      | DUES & SUBSCR YEARLY MEMBERSHIP DUES         | 060636 | 125.00   |
| 01-S00233 | SHANNON JOHNSTON        |                 |                  |  |        |          |
|           |                         | I-201207033871  | 01 -5212308      | CONTRACTED SE CONTRACT RECEPTIONIST FEE      | 060640 | 360.00   |
| 01-S00386 | SMITH KEY & HARDWARE    |                 |                  |  |        |          |
|           |                         | I-010643        | 01 -5542203      | REPAIRS & MAI EMER PADLOCKS FOR FREEZER      | 060641 | 20.00    |
| 01-S00409 | STEVE BELCHER           |                 |                  |  |        |          |
|           |                         | I-201206273849  | 01 -5431207      | CLOTHING ALLO CLOTHING ALLOWANCE REIMB       | 060496 | 76.28    |
| 01-S00444 | SOUTHEAST DESIGN        |                 |                  |  |        |          |
|           |                         | I-407326        | 01 -5544202      | OPERATING SUP AWARDS FOR MENS SB LEAGUE      | 060642 | 182.00   |
| 01-S00642 | SPECIAL OPS UNIFORMS, I |                 |                  |  |        |          |
|           |                         | I-734149        | 01 -5321207      | CLOTHING ALLO POLICE RECRUITS UNIFORMS       | 060644 | 3,052.83 |
| 01-S00710 | STANDARD MACHINE LLC    |                 |                  |  |        |          |
|           |                         | I-227794        | 01 -5431316      | REPAIRS & MAI REPAIRS TO LADDER TRUCK        | 060645 | 1,380.00 |
| 01-S00726 | STAPLES ADVANTAGE       |                 |                  |  |        |          |
|           |                         | C-3174710677 CR | 01 -5211202      | OPERATING SUP OFFICE SUPPLIES AS NEEDED      | 060646 | 51.98-   |
|           |                         | I-3176287156    | 01 -5211202      | OPERATING SUP OFFICE SUPPLIES AS NEEDED      | 060646 | 165.99   |
|           |                         | I-34702         | 01 -5211202      | OPERATING SUP OFFICE SUPPLIES                | 060646 | 24.73    |
|           |                         | I-34962         | 01 -5320202      | OPERATING EXP OPEN PO FOR MISC SUPPLIES      | 060646 | 51.13    |
|           |                         | I-35138         | 01 -5212202      | OPERATING SUP MONITOR STAND & SUPPLIES       | 060646 | 24.73    |
|           |                         | I-36095         | 01 -5321202      | OPERATING SUP MISC OFFICE SUPPLIES           | 060646 | 79.38    |
| 01-S00941 | SUNPORTS                |                 |                  |  |        |          |
|           |                         | I-0031057IN     | 01 -5542203      | REPAIRS & MAI SHADE KITE FOR JEFF LEE        | 060647 | 2,535.00 |
| 01-T00010 | T. H. ROGERS LUMBER CO. |                 |                  |  |        |          |
|           |                         | I-201207033875  | 01 -5542316      | REPAIRS & MAI INV 459278-EMER PART-STIPE CTR | 060648 | 8.68     |
| 01-T00056 | TED ALEXANDER           |                 |                  |  |        |          |
|           |                         | I-201206293860  | 01 -5544308      | CONTRACT LABO UMPIRE FEES-16 GAMES           | 060649 | 400.00   |
| 01-T00229 | THEUPSSTORE             |                 |                  |  |        |          |
|           |                         | I-TRANS #3150   | 01 -5210480      | CONTINGENCY EMERGENCY SUPPLIES               | 060650 | 73.61    |
| 01-T00429 | THOMAS J DAVIS          |                 |                  |  |        |          |
|           |                         | I-201206293861  | 01 -5544308      | CONTRACT LABO UMPIRE FEES-8 GAMES            | 060651 | 200.00   |
| 01-T00540 | TREATS SOLUTIONS INC    |                 |                  |  |        |          |
|           |                         | I-061270        | 01 -5543203      | REPAIRS & MAI JANITORIAL SUPPLIES-POOLS      | 060652 | 304.50   |
|           |                         | I-062057        | 01 -5542203      | REPAIRS & MAI JANITORIAL SUPPLIES            | 060652 | 304.50   |
| 01-U00025 | U S FOOD SERVICE        |                 |                  |  |        |          |

PACKET: 08318 CLAIMS FOR 7/10/2012

VENDOR SET: 01

FUND : 01 GENERAL FUND

| VENDOR    | NAME                    | ITEM #         | G/L ACCOUNT NAME | DESCRIPTION                             | CHECK# | AMOUNT   |
|-----------|-------------------------|----------------|------------------|---|--------|----------|
| 01-U00025 | U S FOOD SERVICE        |                | continued        |   |        |          |
|           |                         | I-4010873      | 01 -5653215      | AWARDS PROGRA FOOD FOR EMP PICNIC       | 060654 | 531.12   |
|           |                         | I-4134408      | 01 -5543202      | OPERATING SUP CONCESSION SUPPLIES       | 060654 | 355.00   |
|           |                         | I-4134408      | 01 -5544202      | OPERATING SUP CONCESSION SUPPLIES       | 060654 | 62.76    |
| 01-V00081 | VERNER DETAIL SHOP      |                |                  |   |        |          |
|           |                         | I-2272         | 01 -5431204      | SMALL TOOLS CLEANING TOOLS              | 060657 | 360.00   |
| 01-V00150 | VULCAN SIGN             |                |                  |   |        |          |
|           |                         | I-218561       | 01 -5865203      | REPAIR & MAIN SIGNS; POLES & MISC MAT.  | 060658 | 2,651.18 |
| 01-W00040 | WALMART COMMUNITY BRC   |                |                  |   |        |          |
|           |                         | C-01737        | 01 -5225401      | COMPUTER TECH 4-20" COMPUTER MONITORS   | 060659 | 34.83-   |
|           |                         | C-09482 CR     | 01 -5431202      | OPERATING SUP MISC SUPPLIES AS NEEDED   | 060659 | 10.77-   |
|           |                         | I-000333       | 01 -5653215      | AWARDS PROGRA FOOD & PRIZES FOR PICNIC  | 060659 | 23.95    |
|           |                         | I-000843       | 01 -5431202      | OPERATING SUP MISC SUPPLIES AS NEEDED   | 060659 | 79.88    |
|           |                         | I-001444       | 01 -5547203      | REPAIRS & MAI MISC MAINT ITEMS          | 060659 | 11.64    |
|           |                         | I-00272        | 01 -5544202      | OPERATING SUP CONCESSION SUPPLIES       | 060659 | 77.48    |
|           |                         | I-00337        | 01 -5547203      | REPAIRS & MAI MISC MAINT ITEMS          | 060659 | 108.19   |
|           |                         | I-003919       | 01 -5431202      | OPERATING SUP MISC SUPPLIES AS NEEDED   | 060659 | 174.21   |
|           |                         | I-008603       | 01 -5225401      | COMPUTER TECH 4-20" COMPUTER MONITORS   | 060659 | 436.74   |
|           |                         | I-01635        | 01 -5431202      | OPERATING SUP MISC SUPPLIES AS NEEDED   | 060659 | 29.88    |
|           |                         | I-02155        | 01 -5431202      | OPERATING SUP MISC SUPPLIES AS NEEDED   | 060659 | 17.31    |
|           |                         | I-02227        | 01 -5653213      | SAFETY EXPENS SUPPLIES FOR SAFETY AWARD | 060659 | 90.13    |
|           |                         | I-02386        | 01 -5544202      | OPERATING SUP CONCESSION SUPPLIES       | 060659 | 178.80   |
|           |                         | I-02394        | 01 -5543203      | REPAIRS & MAI POOL SUPPLIES             | 060660 | 118.00   |
|           |                         | I-02771        | 01 -5320202      | OPERATING EXP OPEN PO FOR MISC SUPPLIES | 060660 | 130.33   |
|           |                         | I-03977        | 01 -5211202      | OPERATING SUP OFFICE SUPPLIES           | 060660 | 9.68     |
|           |                         | I-04287        | 01 -5544202      | OPERATING SUP CONCESSION SUPPLIES       | 060660 | 30.34    |
|           |                         | I-06087        | 01 -5653215      | AWARDS PROGRA FOOD & PRIZES FOR PICNIC  | 060660 | 198.43   |
|           |                         | I-07425        | 01 -5431202      | OPERATING SUP MISC SUPPLIES AS NEEDED   | 060660 | 339.87   |
|           |                         | I-08069        | 01 -5321202      | OPERATING SUP MISC SUPPLIES AS NEEDED   | 060660 | 105.31   |
|           |                         | I-08969        | 01 -5225401      | COMPUTER TECH 4-20" COMPUTER MONITORS   | 060660 | 129.00   |
|           |                         | I-09556        | 01 -5653215      | AWARDS PROGRA FOOD & PRIZES FOR PICNIC  | 060660 | 206.70   |
|           |                         | I-09787        | 01 -5653215      | AWARDS PROGRA FOOD & PRIZES FOR PICNIC  | 060660 | 6.47     |
| 01-W00193 | WEDDLE SIGNS            |                |                  |   |        |          |
|           |                         | I-M-1785       | 01 -5432316      | REPAIRS & MAI LETTERING & STRIPING      | 060661 | 40.00    |
|           |                         | I-M-1818       | 01 -5432316      | REPAIRS & MAI LETTERING & STRIPING      | 060661 | 450.00   |
| 01-W00195 | WELDON PARTS INC.       |                |                  |   |        |          |
|           |                         | I-841043-00    | 01 -5432203      | REPAIR & MAIN MISC PARTS AS NEEDED      | 060662 | 260.97   |
|           |                         | I-841817-00    | 01 -5542203      | REPAIRS & MAI SAFETY LITES FOR VEHICLE  | 060662 | 252.70   |
| 01-W00270 | WHITE ELECTRICAL SUPPLY |                |                  |   |        |          |
|           |                         | I-S1471659.001 | 01 -5542203      | REPAIRS & MAI SAFETY SUPPLIES           | 060664 | 159.05   |
|           |                         | I-S1472753.001 | 01 -5542203      | REPAIRS & MAI SAFETY SUPPLIES           | 060664 | 13.50    |
|           |                         | I-S1474996.001 | 01 -5542203      | REPAIRS & MAI SAFETY SUPPLIES           | 060664 | 8.00     |
|           |                         | I-S1478800.001 | 01 -5548203      | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 060664 | 113.14   |

PACKET: 08318 CLAIMS FOR 7/10/2012

VENDOR SET: 01

FUND : 01 GENERAL FUND

| VENDOR    | NAME                    | ITEM #         | G/L ACCOUNT NAME | DESCRIPTION                             | CHECK#       | AMOUNT           |
|-----------|-------------------------|----------------|------------------|---|--------------|------------------|
| =====     |                         |                |                  |   |              |                  |
| 01-WJ0270 | WHITE ELECTRICAL SUPPLY | continued      |                  |   |              |                  |
|           |                         | I-S1480551.001 | 01 -5542203      | REPAIRS & MAI SAFETY SUPPLIES           | 060664       | 3.52             |
|           |                         | I-S1481374.001 | 01 -5548203      | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 060664       | 7.35             |
|           |                         | I-S1483576.001 | 01 -5548203      | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 060664       | 6.45             |
|           |                         | I-S1484358.001 | 01 -5548203      | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 060664       | 136.67           |
|           |                         | I-S1486098.001 | 01 -5548202      | OPERATING SUP MISC REPAIR & MAINT ITEMS | 060664       | 47.89            |
|           |                         | I-S1487454.001 | 01 -5548203      | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 060665       | 56.32            |
|           |                         | I-S1488722.001 | 01 -5548202      | OPERATING SUP MISC REPAIR & MAINT ITEMS | 060665       | 165.46           |
|           |                         | I-S1488996.001 | 01 -5548202      | OPERATING SUP MISC REPAIR & MAINT ITEMS | 060665       | 5.80             |
|           |                         | I-S1489037.001 | 01 -5548202      | OPERATING SUP MISC REPAIR & MAINT ITEMS | 060665       | 92.44            |
|           |                         | I-S1490296.001 | 01 -5548203      | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 060665       | 1.40             |
|           |                         | I-S1491780.001 | 01 -5548203      | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 060665       | 32.37            |
|           |                         |                |                  |   |              |                  |
| 01-X00020 | XEROX CORP-MAJOR ACCOUN |                |                  |   |              |                  |
|           |                         | I-800597728    | 01 -5215302      | CONSULTANTS LEASE FEE FOR COPIERS       | 060667       | 95.00            |
|           |                         | I-800597728    | 01 -5215312      | EQUIPMENT REN LEASE FEE FOR COPIERS     | 060667       | 1,972.24         |
|           |                         |                |                  |   |              |                  |
|           |                         |                | FUND             | 01                                      | GENERAL FUND | TOTAL: 94,957.03 |

PACKET: 08318 CLAIMS FOR 7/10/2012

VENDOR SET: 01

FUND : 02 MPWA

| VENDOR    | NAME                    | ITEM #         | G/L ACCOUNT NAME | DESCRIPTION                             | CHECK# | AMOUNT   |
|-----------|-------------------------|----------------|------------------|---|--------|----------|
| 01-A00103 | ACCURATE LABS & MINING  |                |                  |   |        |          |
|           |                         | I-2F12067      | 02 -5974304      | LAB TESTING MONTHLY TESTING FEES        | 060515 | 409.00   |
|           |                         | I-2F12077      | 02 -5974304      | LAB TESTING MONTHLY TESTING FEES        | 060515 | 63.00    |
|           |                         | I-2F12078      | 02 -5974304      | LAB TESTING MONTHLY TESTING FEES        | 060515 | 115.00   |
|           |                         | I-2F12079      | 02 -5974304      | LAB TESTING MONTHLY TESTING FEES        | 060515 | 90.00    |
|           |                         | I-2F18002      | 02 -5974304      | LAB TESTING MONTHLY TESTING FEES        | 060515 | 21.00    |
| 01-A00170 | ADA PAPER CO.           |                |                  |   |        |          |
|           |                         | I-345451       | 02 -5267202      | OPERATING SUP COPY PAPER-CITY HALL      | 060516 | 674.60   |
| 01-A00267 | AIRGAS                  |                |                  |   |        |          |
|           |                         | I-9006315158   | 02 -5974203      | REPAIRS & MAI MONTHLY RENTAL FEES       | 060520 | 15.47    |
|           |                         | I-9006648307   | 02 -5973203      | REPAIRS & MAI PARTS FOR WWM EQUIP       | 060520 | 380.43   |
|           |                         | I-9006648308   | 02 -5973203      | REPAIRS & MAI WELDER BOTTLE REFILL      | 060520 | 52.00    |
| 01-A00272 | ALDERSON REGIONAL LANDF |                |                  |   |        |          |
|           |                         | I-4157         | 02 -5864308      | CONTRACTED LA ROLL OFF FEES             | 060521 | 4,648.78 |
|           |                         | I-4169         | 02 -5864308      | CONTRACTED LA LAND FILL FEES-MAY        | 060521 | 4,711.26 |
| 01-A00430 | ALTIVIA                 |                |                  |   |        |          |
|           |                         | I-224040       | 02 -5974206      | CHEMICALS ALUM FOR WTP                  | 060523 | 3,298.47 |
|           |                         | I-224854       | 02 -5974206      | CHEMICALS ALUM FOR WTP                  | 060523 | 3,285.96 |
| 01-A00751 | ATWOODS                 |                |                  |   |        |          |
|           |                         | I-1131/9       | 02 -5974204      | SMALL TOOLS REPLACEMENT TOOLS           | 060526 | 1,124.15 |
| 01-A00770 | AUTO PARTS CO           |                |                  |   |        |          |
|           |                         | I-907534       | 02 -5974203      | REPAIRS & MAI MISC PARTS AS NEEDED      | 060528 | 168.85   |
|           |                         | I-907534       | 02 -5974206      | CHEMICALS MISC PARTS AS NEEDED          | 060528 | 97.68    |
| 01-B00108 | BARNETT OIL & GAS CONST |                |                  |   |        |          |
|           |                         | I-15404        | 02 -5975218      | STREET REPAIR FEE TO HAUL GRAVEL        | 060533 | 3,990.00 |
| 01-B00180 | BEMAC SUPPLY            |                |                  |   |        |          |
|           |                         | I-S1662300.001 | 02 -5973203      | REPAIRS & MAI SUPPLIES AS NEEDED - WWM  | 060535 | 205.83   |
|           |                         | I-S1664022.001 | 02 -5975202      | OPERATING SUP MISC REPAIR ITEMS AS NEED | 060535 | 99.73    |
|           |                         | I-S1667106.001 | 02 -5975202      | OPERATING SUP MISC REPAIR ITEMS AS NEED | 060535 | 23.32    |
|           |                         | I-S1667108.001 | 02 -5975202      | OPERATING SUP MISC REPAIR ITEMS AS NEED | 060535 | 12.10    |
|           |                         | I-S1667142.001 | 02 -5973203      | REPAIRS & MAI SUPPLIES AS NEEDED - WWM  | 060535 | 129.11   |
|           |                         | I-S1668098.001 | 02 -5975202      | OPERATING SUP MISC REPAIR ITEMS AS NEED | 060535 | 14.74    |
|           |                         | I-S1668340.001 | 02 -5975202      | OPERATING SUP MISC REPAIR ITEMS AS NEED | 060535 | 31.85    |
|           |                         | I-S1668398.001 | 02 -5975202      | OPERATING SUP MISC REPAIR ITEMS AS NEED | 060536 | 22.23    |
|           |                         | I-S1669280.001 | 02 -5975202      | OPERATING SUP MISC REPAIR ITEMS AS NEED | 060536 | 50.27    |
|           |                         | I-S1669856.001 | 02 -5975202      | OPERATING SUP MISC REPAIR ITEMS AS NEED | 060536 | 68.49    |
| 01-B00360 | BLUE BOOK (USA)         |                |                  |   |        |          |
|           |                         | C-697900 CR    | 02 -5973203      | REPAIRS & MAI FRT FOR CHEM. PUMP        | 060542 | 749.95-  |
|           |                         | I-630198       | 02 -5975230      | SEWER MAIN RE HYDRANT ADAPTER           | 060542 | 132.15   |
|           |                         | I-656146       | 02 -5973203      | REPAIRS & MAI FRT FOR CHEM. PUMP        | 060542 | 802.06   |

PACKET: 08318 CLAIMS FOR 7/10/2012

VENDOR SET: 01

FUND : 02 MPWA

| VENDOR    | NAME                    | ITEM #              | G/L ACCOUNT NAME | DESCRIPTION                              | CHECK# | AMOUNT    |
|-----------|-------------------------|---------------------|------------------|--|--------|-----------|
| =====     |                         |                     |                  |  |        |           |
| 01-B00491 | BRENNTAG SOUTHWEST      |                     |                  |  |        |           |
|           |                         | I-BSW326204         | 02 -5974206      | CHEMICALS POWDER ACT CARBON-WTP          | 060544 | 3,280.00  |
|           |                         | I-BSW328647         | 02 -5974206      | CHEMICALS POWDER ACT. CARBON - WTP       | 060544 | 3,280.00  |
| 01-C00320 | CENTERPOINT ENERGY ARKL |                     |                  |  |        |           |
|           |                         | I-201206203817      | 02 -5267314      | GAS UTILITY GAS UTIL-301 E POLK          | 060467 | 154.38    |
|           |                         | I-201206273845      | 02 -5267314      | GAS UTILITY GAS UTIL-STREETS DEPT        | 060494 | 25.65     |
| 01-C00840 | CRAWFORD & ASSOCIATES   |                     |                  |  |        |           |
|           |                         | I-6622              | 02 -5267302      | CONSULTANTS CONSULT FEES-2011 AUDIT      | 060551 | 480.00    |
| 01-D00006 | D & D ELEVATOR INC      |                     |                  |  |        |           |
|           |                         | I-201207033874      | 02 -5267480      | CONTINGENCY ( ELEVATOR REPAIRS-VANDALISM | 060552 | 10,000.00 |
| 01-D00540 | DOLESE BROTHERS         |                     |                  |  |        |           |
|           |                         | C-5-57837-12 CREDIT | 02 -5975218      | STREET REPAIR GRAVEL HAULING FEE         | 060555 | 12.24-    |
|           |                         | I-5-60831-12        | 02 -5975218      | STREET REPAIR GRAVEL HAULING FEE         | 060555 | 916.97    |
|           |                         | I-5-61857-12        | 02 -5975218      | STREET REPAIR GRAVEL HAULING FEE         | 060555 | 1,226.04  |
|           |                         | I-5-62991-12        | 02 -5975218      | STREET REPAIR GRAVEL HAULING FEE         | 060555 | 153.22    |
|           |                         | I-5-64125-12        | 02 -5975218      | STREET REPAIR GRAVEL HAULING FEE         | 060555 | 876.08    |
|           |                         | I-RM12033654        | 02 -5975218      | STREET REPAIR CONCRETE FOR REPAIRS       | 060555 | 258.00    |
|           |                         | I-RM12037879        | 02 -5975218      | STREET REPAIR CONCRETE FOR MISC REPAIRS  | 060555 | 430.00    |
|           |                         | I-RM12038510        | 02 -5975218      | STREET REPAIR CONCRETE FOR REPAIRS       | 060555 | 397.00    |
|           |                         | I-RM12040992        | 02 -5975218      | STREET REPAIR CONCRETE FOR REPAIRS       | 060555 | 430.00    |
|           |                         | I-RM12041412        | 02 -5975218      | STREET REPAIR CONCRETE FOR REPAIRS       | 060556 | 473.00    |
|           |                         | I-RM12041413        | 02 -5975218      | STREET REPAIR CONCRETE FOR REPAIRS       | 060556 | 688.00    |
|           |                         | I-RM12041850        | 02 -5975218      | STREET REPAIR CONCRETE FOR REPAIRS       | 060556 | 430.00    |
|           |                         | I-RM12042203        | 02 -5975218      | STREET REPAIR CONCRETE FOR REPAIRS       | 060556 | 688.00    |
|           |                         | I-RM12042621        | 02 -5975218      | STREET REPAIR CONCRETE FOR REPAIRS       | 060556 | 164.00    |
|           |                         | I-RM12043031        | 02 -5975218      | STREET REPAIR CONCRETE FOR REPAIRS       | 060556 | 766.00    |
| 01-E00238 | ENVIRONMENTAL RESOURCE  |                     |                  |  |        |           |
|           |                         | I-15777             | 02 -5973304      | LAB TESTING TESTING SUPPLIES             | 060559 | 5,100.00  |
| 01-F00037 | FASTENAL                |                     |                  |  |        |           |
|           |                         | I-OKMCA105914       | 02 -5973203      | REPAIRS & MAI BOLTS & SUPPLIES           | 060562 | 124.78    |
|           |                         | I-OKMCA105954       | 02 -5973203      | REPAIRS & MAI BOLTS & SUPPLIES           | 060562 | 132.73    |
|           |                         | I-OKMCA106211       | 02 -5973203      | REPAIRS & MAI BOLTS & SUPPLIES           | 060562 | 15.99     |
|           |                         | I-OKMCA106543       | 02 -5974203      | REPAIRS & MAI MISC REPAIR & MAINT ITEMS  | 060562 | 146.12    |
|           |                         | I-OKMCA106549       | 02 -5973203      | REPAIRS & MAI BOLTS & SUPPLIES           | 060562 | 39.24     |
|           |                         | I-OKMCA106550       | 02 -5975204      | SMALL TOOLS COMPRESSOR & SUPPLIES        | 060562 | 960.30    |
|           |                         | I-OKMCA106571       | 02 -5975204      | SMALL TOOLS COMPRESSOR & SUPPLIES        | 060562 | 142.29    |
|           |                         | I-OKMCA106697       | 02 -5975204      | SMALL TOOLS COMPRESSOR & SUPPLIES        | 060562 | 830.30    |
|           |                         | I-OKMCA106722       | 02 -5974203      | REPAIRS & MAI MISC REPAIR & MAINT ITEMS  | 060562 | 247.55    |
|           |                         | I-OKMCA107042       | 02 -5973203      | REPAIRS & MAI BOLTS & SUPPLIES           | 060562 | 205.14    |
|           |                         | I-OKMCA107191       | 02 -5974203      | REPAIRS & MAI MISC REPAIR & MAINT ITEMS  | 060562 | 73.55     |
|           |                         | I-OKMCA107258       | 02 -5975202      | OPERATING SUP COMPRESSOR & SUPPLIES      | 060562 | 80.90     |
| 01-F00170 | FIRST NATIONAL BANK     |                     |                  |  |        |           |

PACKET: 08318 CLAIMS FOR 7/10/2012

VENDOR SET: 01

FUND : 02 MPWA

| VENDOR    | NAME                    | ITEM #         | G/L ACCOUNT NAME | DESCRIPTION                             | CHECK# | AMOUNT   |
|-----------|-------------------------|----------------|------------------|---|--------|----------|
| 01-F00170 | FIRST NATIONAL BANK     | continued      |                  |   |        |          |
|           |                         | I-072012-#134  | 02 -5864510      | LEASE PAYMENT CATERPILLAR & COMPACTOR   | 060564 | 8,524.37 |
| 01-H00100 | HAYNES EQUIPMENT, LLC   |                |                  |   |        |          |
|           |                         | 1-S108651-IN   | 02 -5973203      | REPAIRS & MAI ROTATING ASSY & PUMP PTS  | 060571 | 6,117.54 |
| 01-I00110 | IMPRESS OFFICE SUPPLY   |                |                  |   |        |          |
|           |                         | I-034048       | 02 -5972202      | OPERATING SUP OPEN PO FOR PAPER &       | 060573 | 36.75    |
|           |                         | I-034068       | 02 -5972202      | OPERATING SUP MISC OFFICE SUPPLIES      | 060573 | 20.38    |
|           |                         | I-034101       | 02 -5972202      | OPERATING SUP MISC OFFICE SUPPLIES      | 060573 | 17.98    |
| 01-I00120 | TYLER TECHNOLOGIES      |                |                  |   |        |          |
|           |                         | I-201206293862 | 02 -5216336      | FEES MONTHLY SUPPORT FEE-UB&C           | 060575 | 293.16   |
| 01-I00140 | INDIAN NATION WHOLESALE |                |                  |   |        |          |
|           |                         | I-5648956      | 02 -5267202      | OPERATING SUP BREAK ROOM SUPPLIES       | 060576 | 277.67   |
| 01-J00338 | JOB CONSTRUCTION CO INC |                |                  |   |        |          |
|           |                         | I-29072        | 02 -5975218      | STREET REPAIR ASPHALT FOR REPAIRS       | 060579 | 816.66   |
| 01-L00428 | LOWE'S CREDIT SERVICES  |                |                  |   |        |          |
|           |                         | I-901371       | 02 -5973316      | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 060590 | 336.80   |
| 01-L00429 | LOVE BOTTLING CO.       |                |                  |   |        |          |
|           |                         | I-8106691      | 02 -5973304      | LAB TESTING WATER FOR TESTING           | 060591 | 27.00    |
| 01-M00304 | MESHEK & ASSOC. INC     |                |                  |   |        |          |
|           |                         | I-1059         | 02 -5871302      | CONSULTANTS ENGINEER SVS-SANDY CR STU   | 060595 | 4,958.55 |
|           |                         | I-1069         | 02 -5871302      | CONSULTANTS DRAINAGE STUDY/DESIGN       | 060595 | 4,226.88 |
| 01-M00532 | MISTY VALLEY WATER CO.  |                |                  |   |        |          |
|           |                         | I-73308        | 02 -5866230      | RECYCLING CEN OPEN PO FOR WATER FOR     | 060599 | 14.67    |
|           |                         | I-73883        | 02 -5866230      | RECYCLING CEN OPEN PO FOR WATER FOR     | 060599 | 21.76    |
|           |                         | I-73885        | 02 -5866230      | RECYCLING CEN OPEN PO FOR WATER FOR     | 060599 | 21.76    |
|           |                         | I-74104        | 02 -5866230      | RECYCLING CEN OPEN PO FOR WATER FOR     | 060599 | 21.76    |
| 01-O00075 | O'REILLY AUTO PARTS     |                |                  |   |        |          |
|           |                         | I-0230-433553  | 02 -5973203      | REPAIRS & MAI PARTS AS NEEDED-BOTH PLTS | 060617 | 119.19   |
|           |                         | I-0230-434792  | 02 -5973203      | REPAIRS & MAI PARTS AS NEEDED-BOTH PLTS | 060617 | 521.49   |
| 01-O00275 | OKLA DEPT OF COMMERCE   |                |                  |   |        |          |
|           |                         | I-072012-#8908 | 02 -5267521      | CDBG LOAN #89 CDBG - EDIF #8908         | 060621 | 1,145.83 |
| 01-O00610 | OTA PIKEPASS CENTER     |                |                  |   |        |          |
|           |                         | I-57790-2012   | 02 -5871331      | EMPLOYEE TRAV PIKE PASS FEES            | 060625 | 80.00    |
| 01-P00040 | PACE ANALYTICAL SERVICE |                |                  |   |        |          |
|           |                         | I-1203352      | 02 -5973304      | LAB TESTING MONTHLY TESTING FEES        | 060626 | 189.47   |
|           |                         | I-1203353      | 02 -5973304      | LAB TESTING MONTHLY TESTING FEES        | 060626 | 135.00   |



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 VENDOR SET: 01  
 FUND : 02 MPWA

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| VENDOR              | NAME                    | ITEM #         | G/L ACCOUNT NAME | DESCRIPTION                             | CHECK# | AMOUNT     |
|---------------------|-------------------------|----------------|------------------|---|--------|------------|
| =====               |                         |                |                  |   |        |            |
| 01-P00420           | POSTMASTER              |                |                  |   |        |            |
|                     |                         | I-11-02439     | 02 -5974317      | ADVERTISING/P POSTAGE FOR YRLY CCR LTRS | 060498 | 3,300.00   |
| 01-R00090           | RAM INC                 |                |                  |   |        |            |
|                     |                         | I-32306        | 02 -5864212      | FUEL EXPENSE DIESEL FOR LANDFILL        | 060632 | 2,154.69   |
|                     |                         | I-36919        | 02 -5975212      | FUEL EXPENSE DIESEL FOR UTM EQUIP       | 060632 | 2,328.64   |
| 01-S00150           | SEARS COMMERCIAL ONE    |                |                  |   |        |            |
|                     |                         | I-034679012049 | 02 -5974316      | REPAIRS & MAI COOLING UNITS-KFC PUMP ST | 060639 | 1,199.96   |
| 01-S00530           | SOUTHWEST CHEMICAL SERV |                |                  |   |        |            |
|                     |                         | I-94604        | 02 -5974206      | CHEMICALS CAUSTIC FOR WTP               | 060643 | 4,504.70   |
|                     |                         | I-94773        | 02 -5974206      | CHEMICALS CARBON FOR WTP                | 060643 | 264.00     |
|                     |                         | I-94794        | 02 -5974206      | CHEMICALS POLYMER FOR WTP               | 060643 | 2,736.00   |
|                     |                         | I-94829        | 02 -5974206      | CHEMICALS CAUSTIC FOR WTP               | 060643 | 4,815.43   |
| 01-T00010           | T. H. ROGERS LUMBER CO. |                |                  |   |        |            |
|                     |                         | I-457747       | 02 -5975218      | STREET REPAIR SUPPLIES FOR CONCRETE WK  | 060648 | 75.88      |
| 01-U00128           | UNITED PACKAGING & SHIP |                |                  |   |        |            |
|                     |                         | I-109910       | 02 -5973316      | REPAIRS & MAI SHIPPING FEES AS NEEDED   | 060656 | 29.91      |
| 01-W00040           | WALMART COMMUNITY BRC   |                |                  |   |        |            |
|                     |                         | I-02671        | 02 -5216202      | OPERATING SUP OFFICE SUPPLIES           | 060660 | 50.40      |
| 01-W00270           | WHITE ELECTRICAL SUPPLY |                |                  |   |        |            |
|                     |                         | I-S1480591.001 | 02 -5974203      | REPAIRS & MAI MISC MAINT & REPAIR ITEMS | 060664 | 122.16     |
|                     |                         | I-S1482088.001 | 02 -5974203      | REPAIRS & MAI MISC MAINT & REPAIR ITEMS | 060664 | 129.57     |
|                     |                         | I-S1484459.001 | 02 -5974203      | REPAIRS & MAI MISC MAINT & REPAIR ITEMS | 060664 | 233.09     |
|                     |                         | I-S1485806.001 | 02 -5974203      | REPAIRS & MAI MISC MAINT & REPAIR ITEMS | 060664 | 72.57      |
|                     |                         | I-S1485806.002 | 02 -5974203      | REPAIRS & MAI MISC MAINT & REPAIR ITEMS | 060664 | 150.00     |
|                     |                         | I-S1491610.001 | 02 -5973203      | REPAIRS & MAI REPAIR & MAINT ITEMS      | 060665 | 870.60     |
| 01-W00290           | WHOLESALE ELECTRIC SUPP |                |                  |   |        |            |
|                     |                         | I-S3404747.001 | 02 -5973203      | REPAIRS & MAI PARTS NEEDED FOR REPAIRS  | 060666 | 238.09     |
| FUND 02 MPWA TOTAL: |                         |                |                  |   |        | 108,390.93 |

PACKET: 08318 CLAIMS FOR 7/10/2012

VENDOR SET: 01

FUND : 03 AIRPORT AUTHORITY

| VENDOR    | NAME                | ITEM #      | G/I, ACCOUNT NAME | DESCRIPTION                 | CHECK# | AMOUNT   |
|-----------|---------------------|-------------|-------------------|-----------------------------|--------|----------|
| =====     |                     |             |                   |                             |        |          |
| 01-A00200 | ADAMS TRUE VALUE    |             |                   |                             |        |          |
|           | I-228335            | 03 -5876208 | LAND MAINTENA     | CHEMICALS FOR GRDS AT AP    | 060518 | 2,385.00 |
| 01-D00540 | DOLESE BROTHERS     |             |                   |                             |        |          |
|           | I-RM12038146        | 03 -5876316 | REPAIRS & MAI     | CONCRETE FOR REPAIRS        | 060555 | 1,720.00 |
|           | I-RM12038511        | 03 -5876316 | REPAIRS & MAI     | CONCRETE FOR REPAIRS        | 060555 | 1,806.00 |
| 01-F00170 | FIRST NATIONAL BANK |             |                   |                             |        |          |
|           | I-072012-#119817    | 03 -5876511 | FNB LOAN #119     | LOAN #119817 - AIRPORT AUTH | 060564 | 2,510.00 |
|           |                     |             | FUND              | 03 AIRPORT AUTHORITY        | TOTAL: | 8,421.00 |

PACKET: 08318 CLAIMS FOR 7/10/2012

VENDOR SET: 01

FUND : 08 NUTRITION

| VENDOR    | NAME           | ITEM #         | G/L ACCOUNT NAME | DESCRIPTION                              | CHECK# | AMOUNT |
|-----------|----------------|----------------|------------------|--|--------|--------|
| =====     |                |                |                  |  |        |        |
| 01-A00276 | A LEROY DICK   |                |                  |  |        |        |
|           |                | I-201206293863 | 08 -5549308      | CONTRACT SERV REIMB MILEAGE FOR MEAL DEL | 060522 | 36.08  |
| 01-D00213 | DEBBIE COMPTON |                |                  |  |        |        |
|           |                | I-201206293864 | 08 -5549308      | CONTRACT SERV CONTRACT MEAL DELIVERY     | 060554 | 150.00 |
|           |                | I-201206293865 | 08 -5549308      | CONTRACT SERV REIMB MILEAGE FOR MEAL DEL | 060554 | 142.64 |
| 01-E00207 | EMMA E. BELLIS |                |                  |  |        |        |
|           |                | I-201206293866 | 08 -5549308      | CONTRACT SERV CONTRACT MEAL DELIVERY     | 060557 | 150.00 |
|           |                | I-201206293867 | 08 -5549308      | CONTRACT SERV REIMB MILEAGE FOR MEAL DEL | 060557 | 111.00 |
| 01-S00580 | AT & T         |                |                  |  |        |        |
|           |                | I-201206273844 | 08 -5549315      | TELEPHONE UTI PHONE UTIL-NUTRITION       | 060497 | 152.92 |
|           |                |                |                  | FUND 08 NUTRITION                        | TOTAL: | 742.64 |

PACKET: 06318 CLAIMS FOR 7/10/2012

VENDOR SET: 01

FUND : 09 LANDFILL RES./SUB-TITLE D

| VENDOR    | NAME                   | ITEM #      | G/L ACCOUNT NAME | DESCRIPTION                            | CHECK#                          | AMOUNT   |
|-----------|------------------------|-------------|------------------|--|---------------------------------|----------|
| =====     |                        |             |                  |  |                                 |          |
| 01-B00244 | BIG MAC                |             |                  |  |                                 |          |
|           |                        | I-SI-016274 | 09 -5864327      | SUB TITLE D E LEACH WTR DRAINING FEE   | 060540                          | 945.00   |
|           |                        | I-SI-016275 | 09 -5864327      | SUB TITLE D E LEACH WTR DRAINING FEE   | 060540                          | 892.50   |
|           |                        |             |                  |  |                                 |          |
| 01-G00462 | GREEN COUNTRY TESTING, |             |                  |  |                                 |          |
|           |                        | I-T1206410A | 09 -5864327      | SUB TITLE D E TESTING FEE FOR LANDFILL | 060568                          | 1,550.42 |
|           |                        |             |                  |  |                                 |          |
|           |                        |             | FUND             | 09                                     | LANDFILL RES./SUB-TITLE DTOTAL: | 3,387.92 |

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PACKET: 08318 CLAIMS FOR 7/10/2012

VENDOR SET: 01

FUND : 24 AIRPORT GRANT

| VENDOR    | NAME      | ITEM # | G/L ACCOUNT NAME | DESCRIPTION                             | CHECK# | AMOUNT   |
|-----------|-----------|--------|------------------|---|--------|----------|
| =====     |           |        |                  |   |        |          |
| 01-L00220 | LBR, INC. |        |                  |   |        |          |
|           |           | I-4476 | 24 -5876401      | CAPITAL OUTLA FIELD SURVEY FEE-AP GRANT | 060587 | 3,450.00 |
|           |           |        |                  |   |        |          |
|           |           |        | FUND             | 24 AIRPORT GRANT                        | TOTAL: | 3,450.00 |

PACKET: 08318 CLAIMS FOR 7/10/2012

VENDOR SET: 01

FUND : 27 TOURISM FUND

| VENDOR    | NAME                    | ITEM #               | G/L ACCOUNT NAME | DESCRIPTION                                  | CHECK# | AMOUNT   |
|-----------|-------------------------|----------------------|------------------|--|--------|----------|
| 01-MC0134 | MCALESTER MAIN STREET   |                      |                  |  |        |          |
|           |                         | I-01062012-2010/2011 | 27 -5655353      | MAIN STREET P CONTRACT WITH MCALESTER MAIN S | 060603 | 1,050.00 |
| 01-MC0155 | SOUTHEASTERN OKLAHOMA R |                      |                  |  |        |          |
|           |                         | I-49040              | 27 -5655348      | FESTIVAL/JULY ADS FOR 4TH OF JULY EVENT      | 060607 | 780.00   |
| 01-P00450 | PRIDE IN MCALESTER      |                      |                  |  |        |          |
|           |                         | I-01062012-2010-2011 | 27 -5655352      | MISC PRIDE IN CONTRACT WITH PRIDE 1N MCALEST | 060630 | 2,300.00 |
|           |                         |                      |                  |  |        |          |
|           |                         |                      |                  | FUND 27 TOURISM FUND                         | TOTAL: | 4,130.00 |

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FUND : 28 SE EXPO CENTER

| VENDOR    | NAME                    | ITEM #         | G/L ACCOUNT NAME | DESCRIPTION                             | CHECK# | AMOUNT   |
|-----------|-------------------------|----------------|------------------|---|--------|----------|
| 01-B00192 | BEN E. KEITH            |                |                  |   |        |          |
|           |                         | I-01788354     | 28 -5654210      | CONCESSION SU CONCESSION SUPPLIES       | 060537 | 1,043.42 |
| 01-G00490 | GRISSOM IMPLEMENT INC   |                |                  |   |        |          |
|           |                         | I-281878       | 28 -5654316      | REPAIRS & MAI WEEDEATERS FOR GRDS MAINT | 060569 | 719.98   |
| 01-M00470 | MILLER BROTHERS ENTERPR |                |                  |   |        |          |
|           |                         | I-38913        | 28 -5654316      | REPAIRS & MAI OH DOOR REPAIRS AT EXPO   | 060597 | 95.00    |
| 01-000345 | OKLA DEPT OF LABOR      |                |                  |   |        |          |
|           |                         | I-120523E31437 | 28 -5654316      | REPAIRS & MAI YRLY ELEVATOR INSP-EXFO   | 060622 | 100.00   |
|           |                         | I-120523E31437 | 28 -5654316      | REPAIRS & MAI YRLY ELEVATOR INSP-EXPO   | 060622 | 75.00    |
| 01-S00010 | SADLER REFRIGERATION    |                |                  |   |        |          |
|           |                         | I-2798         | 28 -5654316      | REPAIRS & MAI REPAIRS FOR ICE MACHINE   | 060637 | 302.00   |
| 01-S00726 | STAPLES ADVANTAGE       |                |                  |   |        |          |
|           |                         | I-34431        | 28 -5654202      | OPERATING SUP OFFICE SUPPLIES           | 060646 | 16.30    |
|           |                         | I-35139        | 28 -5654202      | OPERATING SUP OFFICE SUPPLIES           | 060646 | 43.80    |
| 01-U00100 | UNIFIRST HOLDINGS, L.P. |                |                  |   |        |          |
|           |                         | I-824-0889180  | 28 -5654316      | REPAIRS & MAI MOP SVS-JUNE              | 060655 | 50.00    |
| 01-W00040 | WALMART COMMUNITY BRC   |                |                  |   |        |          |
|           |                         | I-08291        | 28 -5654210      | CONCESSION SU CONCESSION SUPPLIES       | 060660 | 174.08   |
|           |                         | I-09788        | 28 -5654210      | CONCESSION SU CONCESSION SUPPLIES       | 060660 | 14.96    |
|           |                         |                |                  | FUND 28 SE EXPO CENTER                  | TOTAL: | 2,634.56 |

PACKET: 08318 CLAIMS FOR 7/10/2012

VENDOR SET: 01

FUND : 29 E-911

| VENDOR    | NAME                    | ITEM #     | G/L ACCOUNT NAME | DESCRIPTION                           | CHECK# | AMOUNT |
|-----------|-------------------------|------------|------------------|---------------------------------------|--------|--------|
| 01-A00662 | APCO INTERNATIONAL, INC |            |                  |                                       |        |        |
|           |                         | I-00074449 | 29 -5324331      | EMPLOYEE TRAV FMD INST. CERTIFICATION | 060525 | 169.00 |
| 01-C00046 | C D W GOVERNMENT, INC   |            |                  |                                       |        |        |
|           |                         | I-M155773  | 29 -5324316      | REPAIRS-MAINT HEADSETS FOR 911        | 060546 | 275.73 |
| 01-I00066 | I/O SOLUTIONS, INC.     |            |                  |                                       |        |        |
|           |                         | I-C27416A  | 29 -5324202      | OPERATING SUP DISPATCHER TESTS        | 060572 | 65.00  |
| 01-W00040 | WALMART COMMUNITY BRC   |            |                  |                                       |        |        |
|           |                         | I-02305    | 29 -5324202      | OPERATING SUP MISC SUPPLIES AS NEEDED | 060659 | 113.32 |
|           |                         |            | FUND             | 29 E-911                              | TOTAL: | 623.05 |



PACKET: 08318 CLAIMS FOR 7/10/2012

VENDOR SET: 01

FUND : 30 ECONOMIC DEVELOPMENT

| VENDOR    | NAME                    | ITEM #      | G/L ACCOUNT NAME | DESCRIPTION                    | CHECK# | AMOUNT     |
|-----------|-------------------------|-------------|------------------|--------------------------------|--------|------------|
| 01-L00079 | LANDPLAN CONSULTANTS, I |             |                  |                                |        |            |
|           | I-INV #8                | 30 -5652302 | CONSULTANTS      | CITYWIDE TRAIL-MSTR PLAN       | 060586 | 10,120.00  |
| 01-M00270 | MPOWER ECONOMIC DEVELOP |             |                  |                                |        |            |
|           | I-01062012-2010-2011    | 30 -5211360 | ECONOMIC DEVE    | MPOWER ECONOMIC DEV            | 060594 | 15,389.41  |
| 01-MC0134 | MCALESTER MAIN STREET   |             |                  |                                |        |            |
|           | I-01062012-2010/2011    | 30 -5211353 | MAIN STREET P    | CONTRACT WITH MCALESTER MAIN S | 060603 | 1,050.00   |
| 01-N00338 | NORTHERN ESCROW, INC.   |             |                  |                                |        |            |
|           | I-PMT #7                | 30 -5652401 | CAPITAL OUTLA    | ELKS ROAD IMPROVEMENTS         | 060614 | 84,294.54  |
| 01-N00347 | MEHLBURGER BRAWLEY, INC |             |                  |                                |        |            |
|           | I-MC-11-01-08           | 30 -5652350 | BUSINESS DEVE    | ENG FEES-ELKS RD PROJECT       | 060616 | 1,860.00   |
|           | I-MC-11-01-12           | 30 -5652350 | BUSINESS DEVE    | ENG FEES-ELKS RD PROJECT       | 060616 | 4,400.00   |
|           | I-MC11-01-11            | 30 -5652350 | BUSINESS DEVE    | ENG FEES-ELKS RD PROJECT       | 060616 | 2,700.00   |
| 01-O00275 | OKLA DEPT OF COMMERCE   |             |                  |                                |        |            |
|           | I-072012-#12248         | 30 -5211510 | CDBG / EDIF D    | CDBG - EDIF CONT #12248        | 060620 | 282.50     |
| 01-P00450 | PRIDE IN MCALESTER      |             |                  |                                |        |            |
|           | I-01062012-2010-2011    | 30 -5211352 | MISC PRIDE IN    | CONTRACT WITH PRIDE IN McALEST | 060630 | 2,300.00   |
| 01-R00464 | ROBISON INTERNATIONAL,  |             |                  |                                |        |            |
|           | I-2012590-MARCH         | 30 -5211361 | LOBBYING SERV    | CONTRACT FOR LOBBYING SVS      | 060634 | 2,000.00   |
|           |                         |             | FUND             | 30 ECONOMIC DEVELOPMENT        | TOTAL: | 124,396.45 |

PACKET: 08318 CLAIMS FOR 7/10/2012

VENDOR SET: 01

FUND : 35 FLEET MAINTENANCE

| VENDOR    | NAME                    | ITEM #      | G/L ACCOUNT NAME | DESCRIPTION                             | CHECK# | AMOUNT |
|-----------|-------------------------|-------------|------------------|---|--------|--------|
| 01-A00037 | A-1 RADIATOR SHOP       |             |                  |   |        |        |
|           |                         | I-551058    | 35 -5862203      | REPAIRS & MAI GENERATOR REPAIR PARTS    | 060513 | 826.66 |
| 01-A00435 | ALWAYS WELDING          |             |                  |   |        |        |
|           |                         | I-11-02249  | 35 -5862203      | REPAIRS & MAI STAND FOR JACK HAMMER     | 060524 | 890.00 |
| 01-A00762 | ASPHALT ZIPPER, INC     |             |                  |   |        |        |
|           |                         | I-23196     | 35 -5862203      | REPAIRS & MAI CUTTING TEETH FOR ASPHALT | 060527 | 381.13 |
| 01-A00770 | AUTO PARTS CO           |             |                  |   |        |        |
|           |                         | C-907711 CR | 35 -5862203      | REPAIRS & MAI SMALL PARTS AS NEEDED     | 060528 | 39.45- |
|           |                         | I-907027    | 35 -5862203      | REPAIRS & MAI SMALL PARTS AS NEEDED     | 060528 | 18.56  |
|           |                         | I-907094    | 35 -5862203      | REPAIRS & MAI SMALL PARTS AS NEEDED     | 060528 | 132.36 |
|           |                         | I-907234    | 35 -5862203      | REPAIRS & MAI SMALL PARTS AS NEEDED     | 060528 | 42.33  |
|           |                         | I-907272    | 35 -5862203      | REPAIRS & MAI SMALL PARTS AS NEEDED     | 060528 | 47.87  |
|           |                         | I-907442    | 35 -5862203      | REPAIRS & MAI SMALL PARTS AS NEEDED     | 060528 | 98.61  |
|           |                         | I-907452    | 35 -5862203      | REPAIRS & MAI SMALL PARTS AS NEEDED     | 060528 | 8.98   |
|           |                         | I-907551    | 35 -5862203      | REPAIRS & MAI SMALL PARTS AS NEEDED     | 060528 | 83.12  |
|           |                         | I-907580    | 35 -5862203      | REPAIRS & MAI SMALL PARTS AS NEEDED     | 060528 | 130.00 |
|           |                         | I-907589    | 35 -5862203      | REPAIRS & MAI SMALL PARTS AS NEEDED     | 060528 | 144.36 |
|           |                         | I-907614    | 35 -5862203      | REPAIRS & MAI SMALL PARTS AS NEEDED     | 060528 | 89.40  |
|           |                         | I-907618    | 35 -5862203      | REPAIRS & MAI SMALL PARTS AS NEEDED     | 060529 | 197.22 |
|           |                         | I-907665    | 35 -5862203      | REPAIRS & MAI SMALL PARTS AS NEEDED     | 060529 | 8.34   |
|           |                         | I-907696    | 35 -5862203      | REPAIRS & MAI SMALL PARTS AS NEEDED     | 060529 | 27.93  |
|           |                         | I-907706    | 35 -5862203      | REPAIRS & MAI SMALL PARTS AS NEEDED     | 060529 | 71.24  |
|           |                         | I-907732    | 35 -5862203      | REPAIRS & MAI SMALL PARTS AS NEEDED     | 060529 | 26.00  |
|           |                         | I-907871    | 35 -5862203      | REPAIRS & MAI SMALL PARTS AS NEEDED     | 060529 | 21.84  |
|           |                         | I-907904    | 35 -5862203      | REPAIRS & MAI MISC SMALL PARTS          | 060529 | 3.64   |
|           |                         | I-907912    | 35 -5862203      | REPAIRS & MAI SMALL PARTS AS NEEDED     | 060529 | 28.46  |
|           |                         | I-907955    | 35 -5862203      | REPAIRS & MAI MISC SMALL PARTS          | 060529 | 45.47  |
|           |                         | I-908032    | 35 -5862203      | REPAIRS & MAI SENSOR FOR CH GENERATOR   | 060529 | 225.19 |
|           |                         | I-908033    | 35 -5862203      | REPAIRS & MAI MISC SMALL PARTS          | 060529 | 106.10 |
|           |                         | I-908099    | 35 -5862203      | REPAIRS & MAI MISC SMALL PARTS          | 060529 | 8.88   |
|           |                         | I-908101    | 35 -5862203      | REPAIRS & MAI RADIATOR FOR PD-46        | 060529 | 384.66 |
|           |                         | I-908104    | 35 -5862203      | REPAIRS & MAI MISC SMALL PARTS          | 060530 | 0.57   |
| 01-B00150 | BEALES GOODYEAR TIRES   |             |                  |   |        |        |
|           |                         | I-MC-195083 | 35 -5862203      | REPAIRS & MAI OPEN PO FOR MISC REPAIRS  | 060534 | 4.95   |
|           |                         | I-MC-195702 | 35 -5862203      | REPAIRS & MAI OPEN PO FOR MISC REPAIRS  | 060534 | 30.00  |
|           |                         | I-MC-195747 | 35 -5862203      | REPAIRS & MAI TUBES & TIRES FOR PK3 MWR | 060534 | 248.45 |
|           |                         | I-MC-195769 | 35 -5862203      | REPAIRS & MAI OPEN PO FOR MISC REPAIRS  | 060534 | 139.45 |
|           |                         | I-MC-196157 | 35 -5862203      | REPAIRS & MAI OPEN PO FOR MISC REPAIRS  | 060534 | 22.75  |
| 01-EC0230 | ENLOW FORD TRACTOR, INC |             |                  |   |        |        |
|           |                         | I-385222    | 35 -5862203      | REPAIRS & MAI BLADES FOR FLAIL MOWER    | 060558 | 197.10 |
| 01-F00310 | FRONTIER INTNL. TRUCKS, |             |                  |   |        |        |
|           |                         | I-193041    | 35 -5862203      | REPAIRS & MAI HYDRO-BUST FOR W-43       | 060565 | 571.27 |

| VENDOR    | NAME                    | ITEM #        | G/L ACCOUNT NAME | DESCRIPTION                             | CHECK# | AMOUNT   |
|-----------|-------------------------|---------------|------------------|---|--------|----------|
| =====     |                         |               |                  |   |        |          |
| 01-K00190 | YELLOWHOUSE MACHINERY C |               |                  |   |        |          |
|           |                         | I-904086      | 35 -5862203      | REPAIRS & MAI SMALL PARTS AS NEEDED     | 060583 | 61.78    |
| 01-MC0045 | MC CRAYS WELDING        |               |                  |   |        |          |
|           |                         | I-5669        | 35 -5862203      | REPAIRS & MAI MISC TRAILER REPAIR PARTS | 060602 | 11.90    |
|           |                         | I-5673        | 35 -5862203      | REPAIRS & MAI MISC TRAILER REPAIR PARTS | 060602 | 167.92   |
|           |                         | I-5678        | 35 -5862203      | REPAIRS & MAI MISC TRAILER REPAIR PARTS | 060602 | 57.22    |
|           |                         | I-5685        | 35 -5862203      | REPAIRS & MAI MISC TRAILER REPAIR PARTS | 060602 | 12.45    |
|           |                         | I-5692        | 35 -5862203      | REPAIRS & MAI TRAILER PARTS & LIGHTS    | 060602 | 24.90    |
|           |                         | I-5702        | 35 -5862203      | REPAIRS & MAI TRAILER PARTS & LIGHTS    | 060602 | 111.90   |
| 01-N00270 | NIX AUTO CENTER, INC.   |               |                  |   |        |          |
|           |                         | I-127762      | 35 -5862203      | REPAIRS & MAI SMALL PARTS AS NEEDED     | 060612 | 101.13   |
|           |                         | I-136168      | 35 -5862203      | REPAIRS & MAI SMALL PARTS AS NEEDED     | 060612 | 35.50    |
|           |                         | I-227413      | 35 -5862203      | REPAIRS & MAI SMALL PARTS AS NEEDED     | 060612 | 33.70    |
| 01-N00271 | NIX FORD MERCURY INC.   |               |                  |   |        |          |
|           |                         | I-136087      | 35 -5862203      | REPAIRS & MAI EMER AMBULANCE REPAIRS    | 060613 | 714.31   |
|           |                         | I-70661       | 35 -5862203      | REPAIRS & MAI PARTS FOR REPAIRS TO UTM3 | 060613 | 383.14   |
| 01-000075 | O'REILLY AUTO PARTS     |               |                  |   |        |          |
|           |                         | I-0230-433500 | 35 -5862203      | REPAIRS & MAI 2 COOL SPACE FANS         | 060617 | 2,000.00 |
|           |                         | I-0230-434323 | 35 -5862203      | REPAIRS & MAI FUEL ADDITIVE-FIRE TRUCKS | 060617 | 220.99   |
| 01-R00090 | RAM INC                 |               |                  |   |        |          |
|           |                         | I-81107       | 35 -5862205      | PETROLEUM PRO PROPANE FOR MISC USE      | 060632 | 23.00    |
| 01-S00710 | STANDARD MACHINE LLC    |               |                  |   |        |          |
|           |                         | I-227590      | 35 -5862203      | REPAIRS & MAI SMALL PARTS AS NEEDED     | 060645 | 375.00   |
|           |                         | I-227752      | 35 -5862203      | REPAIRS & MAI SMALL PARTS AS NEEDED     | 060645 | 30.69    |
| 01-T00612 | TULSA FREIGHTLINER      |               |                  |   |        |          |
|           |                         | I-623042066   | 35 -5862203      | REPAIRS & MAI FREIGHT CHG FOR PARTS     | 060653 | 31.00    |
|           |                         | I-623042186   | 35 -5862203      | REPAIRS & MAI SENSOR FOR S-54           | 060653 | 350.55   |
| 01-W00269 | WHITES TRACTORS         |               |                  |   |        |          |
|           |                         | I-488649      | 35 -5862203      | REPAIRS & MAI MISC PARTS AS NEEDED      | 060663 | 9.50     |
|           |                         |               |                  | FUND 35 FLEET MAINTENANCE               | TOTAL: | 9,980.02 |

PACKET: 08318 CLAIMS FOR 7/10/2012

VENDOR SET: 01

FUND : 41 CIP FUND

| VENDOR              | NAME                    | ITEM #        | G/L ACCOUNT NAME | DESCRIPTION                                | CHECK# | AMOUNT     |
|---------------------|-------------------------|---------------|------------------|--|--------|------------|
| =====               |                         |               |                  |  |        |            |
| 01-A00199           | ADAPCC, INC.            |               |                  |  |        |            |
|                     |                         | I-89258       | 41 -5210480      | CONTINGENCY MOSQUITO FOGGER                | 060517 | 7,850.00   |
| 01-F00170           | FIRST NATIONAL BANK     |               |                  |  |        |            |
|                     |                         | I-072012-#137 | 41 -5865510      | LEASE PAYMENT LEASE PAYMENT ON DURAPATCHER | 060564 | 3,378.84   |
| 01-MC0212           | MCCULLAR'S BODY SHOP    |               |                  |  |        |            |
|                     |                         | I-11-00565    | 41 -5321401      | CAPITAL OUTLA BODY WK NEEDED FOR DECALS    | 060608 | 150.00     |
| 01-N00340           | NORTHERN IOOL EQUIPMENT |               |                  |  |        |            |
|                     |                         | I-26191261    | 41 -5542401      | CAPITAL OUTLA CAUTION LTS FOR NEW TRUCK    | 060615 | 386.43     |
| 01-R00408           | RIVERSIDE AUTOPLEX OF P |               |                  |  |        |            |
|                     |                         | I-CEB85490    | 41 -5975404      | CAPITAL OUTLA 1 2012 UTILITY TRUCK-UTM     | 060633 | 28,071.00  |
| 01-SC0090           | SCHOGGINS TRAILER SALES |               |                  |  |        |            |
|                     |                         | I-11-02345    | 41 -5975404      | CAPITAL OUTLA REPLACEMENT TRAILER FOR      | 060638 | 3,550.00   |
|                     |                         |               |                  | FUND 41 CIP FUND                           | TOTAL: | 43,386.27  |
| REPORT GRAND TOTAL: |                         |               |                  |  |        | 404,499.85 |

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

| YEAR      | ACCOUNT     | NAME                       | AMOUNT   | =====LINE ITEM===== |                            | =====GROUP BUDGET===== |                            |
|-----------|-------------|----------------------------|----------|---------------------|----------------------------|------------------------|----------------------------|
|           |             |                            |          | ANNUAL BUDGET       | BUDGET OVER AVAILABLE BUDG | ANNUAL BUDGET          | BUDGET OVER AVAILABLE BUDG |
| 2011-2012 | 01 -5101319 | MISCELLANEOUS              | 68.70    | 5,000               | 2,186.02                   |                        |                            |
|           | 01 -5101355 | OIL-OK FOR INDEPENDENT LIV | 1,840.00 | 22,080              | 0.00                       |                        |                            |
|           | 01 -5210302 | CONSULTANTS/LABOR RELATION | 2,776.00 | 114,679             | 1.17                       |                        |                            |
|           | 01 -5210330 | DUES & SUBSCRIPTIONS       | 50.00    | 2,300               | 48.50                      |                        |                            |
|           | 01 -5210480 | CONTINGENCY                | 73.61    | 3,153               | 10,128.15                  |                        |                            |
|           | 01 -5211202 | OPERATING SUPPLIES         | 245.04   | 6,200               | 1,225.62                   |                        |                            |
|           | 01 -5211331 | EMPLOYEE TRAVEL & TRAININ  | 383.47   | 6,400               | 25.95                      |                        |                            |
|           | 01 -5212202 | OPERATING SUPPLIES         | 24.73    | 3,650               | 1,251.55                   |                        |                            |
|           | 01 -5212308 | CONTRACTED SERVICES        | 500.00   | 3,030               | 1,232.46                   |                        |                            |
|           | 01 -5212317 | ADVERTISING & PRINTING     | 258.25   | 3,700               | 1,119.82                   |                        |                            |
|           | 01 -5213202 | OPERATING SUPPLIES         | 3.66     | 3,765               | 445.36                     |                        |                            |
|           | 01 -5213336 | FEES                       | 200.00   | 3,000               | 600.00                     |                        |                            |
|           | 01 -5215302 | CONSULTANTS                | 95.00    | 25,000              | 1,090.52                   |                        |                            |
|           | 01 -5215312 | EQUIPMENT RENTALS          | 1,972.24 | 36,600              | 1.96                       |                        |                            |
|           | 01 -5215313 | ELECTRIC UTILITY           | 1,083.00 | 360,000             | 46,933.64                  |                        |                            |
|           | 01 -5215314 | GAS UTILITY                | 43.26    | 15,000              | 6,675.75                   |                        |                            |
|           | 01 -5215315 | TELEPHONE UTILITY          | 223.96   | 43,000              | 15,836.59                  |                        |                            |
|           | 01 -5225330 | DUES & SUBSCRIPTIONS       | 250.00   | 450                 | 200.00                     |                        |                            |
|           | 01 -5225349 | SOFTWARE MAINTENANCE       | 4,795.00 | 36,355              | 53.10- Y                   |                        |                            |
|           | 01 -5225401 | COMPUTER TECHNOLOGY        | 6,512.10 | 43,200              | 2,551.12                   |                        |                            |
|           | 01 -5225402 | SOFTWARE & AUDIO EXPENSE   | 5,000.00 | 5,000               | 0.00                       |                        |                            |
|           | 01 -5320202 | OPERATING EXPENSE          | 181.46   | 3,000               | 953.27                     |                        |                            |
|           | 01 -5321202 | OPERATING SUPPLIES         | 1,258.33 | 15,900              | 3,371.49                   |                        |                            |
|           | 01 -5321207 | CLOTHING ALLOWANCE         | 3,150.39 | 31,500              | 1,906.62                   |                        |                            |
|           | 01 -5322202 | OPERATING SUPPLIES         | 64.05    | 3,000               | 943.93                     |                        |                            |
|           | 01 -5324202 | OPERATING SUPPLIES         | 229.73   | 2,000               | 554.16                     |                        |                            |
|           | 01 -5324207 | CLOTHING ALLOWANCE         | 60.00    | 1,000               | 292.00                     |                        |                            |
|           | 01 -5431202 | OPERATING SUPPLIES         | 1,358.57 | 15,000              | 608.66                     |                        |                            |
|           | 01 -5431204 | SMALL TOOLS                | 1,691.41 | 7,400               | 1,921.46                   |                        |                            |
|           | 01 -5431207 | CLOTHING ALLOWANCE         | 572.05   | 18,500              | 14.43- Y                   |                        |                            |
|           | 01 -5431316 | REPAIRS & MAINTENANCE      | 1,380.00 | 7,500               | 973.60                     |                        |                            |
|           | 01 -5431328 | INTERNET SERVICE           | 62.95    | 2,800               | 596.75                     |                        |                            |
|           | 01 -5431330 | DUES & SUBSCRIPTIONS       | 1,995.98 | 10,000              | 1,254.07                   |                        |                            |
|           | 01 -5431331 | EMPLOYEE TRAVEL & TRAININ  | 674.69   | 10,500              | 354.59                     |                        |                            |
|           | 01 -5432203 | REPAIR & MAINT SUPPLIES    | 821.84   | 7,500               | 1,320.08                   |                        |                            |
|           | 01 -5432204 | SMALL TOOLS                | 288.62   | 18,200              | 1,636.90                   |                        |                            |
|           | 01 -5432316 | REPAIRS & MAINTENANCE      | 1,252.01 | 6,000               | 2,249.70                   |                        |                            |
|           | 01 -5432331 | EMPLOYEE TRAVEL & TRAINING | 670.91   | 5,000               | 2,081.96                   |                        |                            |
|           | 01 -5542202 | OPERATING SUPPLIES         | 212.50   | 6,600               | 104.47                     |                        |                            |
|           | 01 -5542203 | REPAIRS & MAINT SUPPLIES   | 4,329.82 | 62,200              | 341.33                     |                        |                            |
|           | 01 -5542308 | CONTRACTED SERVICES        | 126.00   | 17,000              | 2,707.57                   |                        |                            |
|           | 01 -5542316 | REPAIRS & MAINTENANCE      | 8,227.09 | 22,990              | 426.11                     |                        |                            |
|           | 01 -5543202 | OPERATING SUPPLIES         | 2,845.96 | 11,500              | 53.25                      |                        |                            |
|           | 01 -5543203 | REPAIRS & MAINT SUPPLIES   | 1,425.47 | 13,000              | 515.00                     |                        |                            |
|           | 01 -5544202 | OPERATING SUPPLIES         | 3,662.31 | 20,300              | 4,430.30                   |                        |                            |

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

| YEAR | ACCOUNT  | NAME                       | AMOUNT    | =====LINE ITEM===== |                               | =====GROUP BUDGET===== |                               |
|------|----------|----------------------------|-----------|---------------------|-------------------------------|------------------------|-------------------------------|
|      |          |                            |           | ANNUAL<br>BUDGET    | BUDGET OVER<br>AVAILABLE BUDG | ANNUAL<br>BUDGET       | BUDGET OVER<br>AVAILABLE BUDG |
| 01   | -5544203 | REPAIRS & MAINTENANCE SUPP | 83.08     | 4,500               | 190.78                        |                        |                               |
| 01   | -5544206 | CHEMICALS                  | 946.86    | 2,000               | 333.14                        |                        |                               |
| 01   | -5544308 | CONTRACT LABOR             | 1,600.00  | 19,672              | 3,504.00                      |                        |                               |
| 01   | -5547202 | OPERATING SUPPLIES         | 60.03     | 500                 | 178.19                        |                        |                               |
| 01   | -5547203 | REPAIRS & MAINT SUPPLIES   | 1,378.50  | 12,000              | 2,624.19                      |                        |                               |
| 01   | -5547308 | CONTRACTED SERVICES        | 325.37    | 1,500               | 338.73                        |                        |                               |
| 01   | -5548202 | OPERATING SUPPLIES         | 311.59    | 1,500               | 179.77                        |                        |                               |
| 01   | -5548203 | REPAIRS & MAINTENANCE SUPP | 2,783.03  | 50,000              | 649.62                        |                        |                               |
| 01   | -5548316 | REPAIRS & MAINTENANCE      | 4,381.84  | 21,600              | 1,031.77                      |                        |                               |
| 01   | -5652317 | ADVERTISING & PRINTING     | 33.00     | 1,800               | 1,368.20                      |                        |                               |
| 01   | -5652318 | ABATEMENTS                 | 3,106.00  | 12,000              | 1,177.00                      |                        |                               |
| 01   | -5652330 | DUES & SUBSCRIPTIONS       | 125.00    | 1,500               | 561.00                        |                        |                               |
| 01   | -5653213 | SAFETY EXPENSE             | 256.12    | 14,950              | 227.02                        |                        |                               |
| 01   | -5653215 | AWARDS PROGRAM             | 966.67    | 9,000               | 253.53                        |                        |                               |
| 01   | -5653331 | EMPLOYEE TRAVEL & TRAININ  | 122.27    | 2,000               | 90.39                         |                        |                               |
| 01   | -5653348 | DRUG TESTING/PHYSICALS     | 65.95     | 15,800              | 57.95                         |                        |                               |
| 01   | -5865203 | REPAIR & MAINT-TRAFFIC CON | 2,850.18  | 75,000              | 1,581.47                      |                        |                               |
| 01   | -5865218 | STREET REPAIRS & MAINTENAN | 2,978.43  | 264,000             | 8,836.56                      |                        |                               |
| 01   | -5865328 | INTERNET SERVICE           | 82.95     | 1,510               | 468.85-                       | Y                      |                               |
| 02   | -5216202 | OPERATING SUPPLIES         | 50.40     | 18,300              | 388.28                        |                        |                               |
| 02   | -5216336 | FEES                       | 293.16    | 4,500               | 982.08                        |                        |                               |
| 02   | -5267202 | OPERATING SUPPLIES         | 952.27    | 6,000               | 2,695.65                      |                        |                               |
| 02   | -5267302 | CONSULTANTS                | 480.00    | 25,000              | 953.02                        |                        |                               |
| 02   | -5267314 | GAS UTILITY                | 180.03    | 7,000               | 1,862.86                      |                        |                               |
| 02   | -5267480 | CONTINGENCY (CTY MGR)      | 10,000.00 | 25,000              | 14,887.00                     |                        |                               |
| 02   | -5864212 | FUEL EXPENSE               | 2,154.69  | 10,600              | 1,786.98                      |                        |                               |
| 02   | -5864308 | CONTRACTED LANDFILL SERVIC | 9,360.04  | 109,500             | 733.24                        |                        |                               |
| 02   | -5866230 | RECYCLING CENTER EXPENSE   | 79.95     | 7,000               | 5,212.75                      |                        |                               |
| 02   | -5871302 | CONSULTANTS                | 9,185.43  | 141,000             | 7,146.56                      |                        |                               |
| 02   | -5871331 | EMPLOYEE TRAVEL & TRAININ  | 80.00     | 3,300               | 118.54                        |                        |                               |
| 02   | -5972202 | OPERATING SUPPLIES         | 75.11     | 2,500               | 1,554.00                      |                        |                               |
| 02   | -5973203 | REPAIRS & MAINT SUPPLIES   | 9,204.27  | 85,000              | 1,763.62                      |                        |                               |
| 02   | -5973304 | LAB TESTING                | 5,451.47  | 38,100              | 2,337.18                      |                        |                               |
| 02   | -5973316 | REPAIRS & MAINTENANCE      | 366.71    | 45,000              | 16,751.82                     |                        |                               |
| 02   | -5974203 | REPAIRS & MAINT SUPPLIES   | 1,358.93  | 63,000              | 1,247.62                      |                        |                               |
| 02   | -5974204 | SMALL TOOLS                | 1,124.15  | 1,500               | 224.15                        |                        |                               |
| 02   | -5974206 | CHEMICALS                  | 25,562.24 | 401,200             | 33,011.56                     |                        |                               |
| 02   | -5974304 | LAB TESTING                | 698.00    | 32,000              | 4,349.16                      |                        |                               |
| 02   | -5974316 | REPAIRS & MAINTENANCE      | 1,199.96  | 61,951              | 1,850.60                      |                        |                               |
| 02   | -5974317 | ADVERTISING/PRINTING/POSTA | 3,300.00  | 6,000               | 921.95                        |                        |                               |
| 02   | -5975202 | OPERATING SUPPLIES         | 403.63    | 4,000               | 201.82                        |                        |                               |
| 02   | -5975204 | SMALL TOOLS                | 1,932.89  | 2,000               | 67.11                         |                        |                               |
| 02   | -5975212 | FUEL EXPENSE               | 2,328.64  | 47,040              | 3,047.85                      |                        |                               |
| 02   | -5975218 | STREET REPAIRS & MAINTENAN | 12,766.61 | 215,850             | 61,293.20                     |                        |                               |
| 02   | -5975230 | SEWER MAIN REPAIR          | 132.15    | 36,750              | 282.07                        |                        |                               |

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

| YEAR      | ACCOUNT                     | NAME                       | AMOUNT     | =====LINE ITEM===== |                            | =====GROUP BUDGET===== |                            |
|-----------|-----------------------------|----------------------------|------------|---------------------|----------------------------|------------------------|----------------------------|
|           |                             |                            |            | ANNUAL BUDGET       | BUDGET OVER AVAILABLE BUDG | ANNUAL BUDGET          | BUDGET OVER AVAILABLE BUDG |
|           | 03 -5876208                 | LAND MAINTENANCE SUPP.     | 2,385.00   | 3,000               | 33.00                      |                        |                            |
|           | 03 -5876316                 | REPAIRS & MAINTENANCE      | 3,526.00   | 6,500               | 2,481.81                   |                        |                            |
|           | 08 -5549308                 | CONTRACT SERVICES          | 589.72     | 17,000              | 2,364.27                   |                        |                            |
|           | 08 -5549315                 | TELEPHONE UTILITY          | 152.92     | 2,400               | 245.87-                    | Y                      |                            |
|           | 09 -5864327                 | SUB TITLE D EXPENSE        | 3,387.92   | 87,700              | 43,169.68                  |                        |                            |
|           | 24 -5876401                 | CAPITAL OUTLAY             | 3,450.00   | 2,109,186           | 1,834,544.07               |                        |                            |
|           | 27 -5655348                 | FESTIVAL/JULY 4TH          | 780.00     | 14,875              | 2,236.50                   |                        |                            |
|           | 27 -5655352                 | MISC PRIDE IN MCALESTER    | 2,300.00   | 27,600              | 0.00                       |                        |                            |
|           | 27 -5655353                 | MAIN STREET PROGRAM        | 1,050.00   | 12,600              | 0.00                       |                        |                            |
|           | 28 -5654202                 | OPERATING SUPPLIES         | 60.10      | 5,000               | 775.40                     |                        |                            |
|           | 28 -5654210                 | CONCESSION SUPPLIES        | 1,232.46   | 35,000              | 10,981.29                  |                        |                            |
|           | 28 -5654316                 | REPAIRS & MAINTENANCE      | 1,341.98   | 22,000              | 2,298.20                   |                        |                            |
|           | 29 -5324202                 | OPERATING SUPPLIES         | 178.32     | 5,000               | 63.94                      |                        |                            |
|           | 29 -5324316                 | REPAIRS-MAINTENANCE        | 275.73     | 6,500               | 4,858.27                   |                        |                            |
|           | 29 -5324331                 | EMPLOYEE TRAVEL & TRAININ  | 169.00     | 10,000              | 4,522.83                   |                        |                            |
|           | 30 -5211352                 | MISC PRIDE IN MCALESTER    | 2,300.00   | 27,600              | 0.00                       |                        |                            |
|           | 30 -5211353                 | MAIN STREET PROGRAM        | 1,050.00   | 12,600              | 0.00                       |                        |                            |
|           | 30 -5211360                 | ECONOMIC DEVELOP. SERVICES | 15,389.41  | 201,952             | 7,737.44                   |                        |                            |
|           | 30 -5211361                 | LOBBYING SERVICES          | 2,000.00   | 24,000              | 2,000.00                   |                        |                            |
|           | 30 -5652302                 | CONSULTANTS                | 10,120.00  | 135,000             | 88,366.14                  |                        |                            |
|           | 30 -5652350                 | BUSINESS DEVELOPMENT EXPEN | 8,960.00   | 67,000              | 400.00-                    | Y                      |                            |
|           | 30 -5652401                 | CAPITAL OUTLAY             | 84,294.54  | 602,000             | 90,920.34                  |                        |                            |
|           | 35 -5862203                 | REPAIRS & MAINTENANCE SUPP | 9,957.02   | 376,872             | 20,618.81                  |                        |                            |
|           | 35 -5862205                 | PETROLEUM PRODUCTS         | 23.00      | 32,700              | 21.13                      |                        |                            |
|           | 41 -5210480                 | CONTINGENCY                | 7,850.00   | 47,970              | 33,771.00                  |                        |                            |
|           | 41 -5321401                 | CAPITAL OUTLAY             | 150.00     | 139,000             | 6,011.43                   |                        |                            |
|           | 41 -5542401                 | CAPITAL OUTLAY             | 386.43     | 110,500             | 2,461.63                   |                        |                            |
|           | 41 -5975404                 | CAPITAL OUTLAY             | 31,621.00  | 402,621             | 41,204.00                  |                        |                            |
|           | ** 2011-2012 YEAR TOTALS ** |                            | 379,098.31 |                     |                            |                        |                            |
| 2012-2013 | 01 -5214302                 | CONSULTANTS                | 3,125.00   | 90,200              | 87,075.00                  |                        |                            |
|           | 01 -5321308                 | CONTRACTED SERVICES        | 1,250.00   | 15,000              | 10,730.30                  |                        |                            |
|           | 01 -5321510                 | LEASE PAYMENTS             | 5,185.00   | 62,220              | 57,035.00                  |                        |                            |
|           | 02 -5267521                 | CDBG LOAN #8908            | 1,145.83   | 13,750              | 12,604.17                  |                        |                            |
|           | 02 -5864510                 | LEASE PAYMENTS             | 8,524.37   | 102,293             | 93,768.63                  |                        |                            |
|           | 03 -5876511                 | FNB LOAN #119817 PAYMENTS  | 2,510.00   | 30,300              | 27,790.00                  |                        |                            |
|           | 30 -5211510                 | CDBG / EDIF DURALINE LOAN  | 282.50     | 3,390               | 3,107.50                   |                        |                            |
|           | 41 -5865510                 | LEASE PAYMENTS             | 3,378.84   | 40,547              | 37,168.16                  |                        |                            |
|           | ** 2012-2013 YEAR TOTALS ** |                            | 25,401.54  |                     |                            |                        |                            |

NO ERRORS

\*\* END OF REPORT \*\*

PACKET: 08318 CLAIMS FOR 7/10/2012  
 VENDOR SET: 01  
 BANK : FNB FIRST NATIONAL BANK

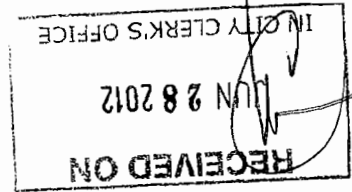
| VENDOR | NAME / I.D. | DESC | CHECK<br>TYPE | CHECK<br>DATE | DISCOUNT | AMOUNT | CHECK<br>NO# | CHECK<br>AMOUNT |
|--------|-------------|------|---------------|---------------|----------|--------|--------------|-----------------|
|--------|-------------|------|---------------|---------------|----------|--------|--------------|-----------------|

## \*\* POSTING PERIOD RECAP \*\*

| FUND  | PERIOD | AMOUNT       |
|-------|--------|--------------|
| 01    | 6/2012 | 8,707.36CR   |
| 01    | 7/2012 | 86,249.67CR  |
| 02    | 6/2012 | 3,480.03CR   |
| 02    | 7/2012 | 104,910.90CR |
| 03    | 7/2012 | 8,421.00CR   |
| 08    | 6/2012 | 152.92CR     |
| 08    | 7/2012 | 589.72CR     |
| 09    | 7/2012 | 3,387.92CR   |
| 24    | 7/2012 | 3,450.00CR   |
| 27    | 7/2012 | 4,130.00CR   |
| 28    | 7/2012 | 2,634.54CR   |
| 29    | 7/2012 | 623.05CR     |
| 30    | 7/2012 | 124,396.45CR |
| 35    | 7/2012 | 9,980.02CR   |
| 41    | 7/2012 | 43,386.27CR  |
| ===== |        |              |
| ALL   |        | 404,499.85CR |



**First National Bank**  
& Trust Co. of McAlester Member FDIC



June 27, 2012

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

Attention: Cora Middleton, City Clerk


RE: Lease Purchase No. 132 and 137  
Dear Ms. Middleton:

Enclosed you will please find Ratifications for the above numbered leases for Mayor Harrison's signature.

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

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

Sincerely,

  
Kathy Crowl  
Compliance/CRA/BSA Officer

encs.

## RATIFICATION OF LEASE

C  
"I"

On June 5, 2009, a Lease Purchase was entered into between National Bank & Trust Co., McAlester, Oklahoma, as Lessor and the City of McAlester, Oklahoma, a Municipal Corporation, as Lessee, in connection with the rent and lease of the following described equipment:

One new 2008 Ford E450 Type III Ambulance with Wheeled Coach Conversion  
VIN: 1FDXE45P18DA74637

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

CITY OF MCALESTER

FIRST NATIONAL BANK & TR CO.

By: \_\_\_\_\_  
Steve Harrison, Mayor  
CEO

By: \_\_\_\_\_  
Roi Nelson, President &

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

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

**RATIFICATION OF LEASE**

C  
"2"

On July 28, 2010, a Lease Purchase was entered into between First National Bank & Trust Co., McAlester, Oklahoma, as Lessor, and the City of McAlester, Oklahoma, a Municipal Corporation, as Lessee, in connection with the rent and lease of the following described equipment:

2011 Freightliner m2106 33000#GVW Truck chassis IN:1FVACYBS1BDAY3398  
with any and all equipment, accessories and attachments to said vehicle;  
One new DuraPatcher Truck Mounted Style Spray Injection Road Repair  
Machine; and  
One new DuraPatcher 6,000 gal. Gravity Feed Vertical Emulsion Storage Tank.

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

CITY OF MCALESTER

FIRST NATIONAL BANK & TR CO.

By: \_\_\_\_\_  
Steve Harrison, Mayor

By: \_\_\_\_\_  
Roi Nelson, President & CEO

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

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

American Red Cross  
Tulsa Area Chapter  
Emergency Services

10151 East 11<sup>th</sup> Street  
Tulsa, OK 74128  
918-831-1109  
Fax: 918-831-1129  
[www.oklahomaredcross.org](http://www.oklahomaredcross.org)

### American Red Cross Shelter Agreement

The American National Red Cross ("Red Cross"), a not-for-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disaster strikes. The disaster relief activities of the Red Cross are made possible by the American public, as the organization is supported by private donations and facility owners who permit their buildings to be used as a temporary refuge for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility as an emergency shelter during a disaster.

DR#: \_\_\_\_\_ Facility: \_\_\_\_\_

#### Parties and Facility

Owner:

Legal name: Southeast Expo Center  
Chapter: \_\_\_\_\_  
24-Hour Point of Contact:  
Name and title: Jerry Lynn Wilson  
Work phone: 918-420-3976 Cell phone/pager: 918-424-1923  
Address for Legal Notices: 4500 Highway 270  
McAlester, OK 74501

Red Cross:

Legal name: The American National Red Cross  
Chapter: Tulsa Area Chapter  
24-Hour Point of Contact:  
Name and title: Samantha Henry  
Work phone: 918-831-1272 Cell phone/pager: 918-691-1127  
Address for Legal Notices:  
Tulsa Area Chapter American Red Cross  
10151 East 11<sup>th</sup> Street  
Tulsa, OK 74128

*Copies of legal notices must also be sent to:*

The American National Red Cross, Office of the General Counsel,  
2025 E Street, NW, Washington DC 20006

and

The American National Red Cross, Disaster Operations,  
2025 E Street NW, Washington, DC 20006.

**Shelter Facility:**

(Insert name and complete street address of building or, if multiple buildings, write "See attached Facility List" and attach Facility List including complete street address of each building that is part of this Agreement).

4500 Highway 270  
M<sup>c</sup>Alester, OK 74501

**Terms and Conditions**

1. **Use of Facility:** Upon request and if feasible, the Owner will permit the Red Cross to use the Facility on a temporary basis as an emergency public shelter.
2. **Shelter Management:** The Red Cross will have primary responsibility for the operation of the shelter and will designate a Red Cross official, the Shelter Manager, to manage the sheltering activities. The Owner will designate a Facility Coordinator to coordinate with the Shelter Manager regarding the use of the Facility by the Red Cross.
3. **Condition of Facility:** The Facility Coordinator and Shelter Manager (or designee) will jointly conduct a pre-occupancy survey of the Facility before it is turned over to the Red Cross. They will use the first page of the Facility/Shelter Opening/Closing Form, available on CrossNet, to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment that the Red Cross should not use while sheltering in the Facility. The Red Cross will exercise reasonable care while using the Facility as a shelter and will make no modifications to the Facility without the express written approval of the Owner.
4. **Food Services:** Upon request by the Red Cross, and if such resources exist and are available, the Owner will make the food service resources of the Facility, including food, supplies, equipment and food service workers, available to feed the shelter occupants. The Facility Coordinator will designate a Food Service Manager to coordinate the provision of meals at the direction of and in cooperation with the Shelter Manager. The Food Service Manager will establish a feeding schedule, determine food service inventory and needs, and supervise meal planning and preparation. The Food Service Manager and Shelter Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies in the Facility before it is turned over to the Red Cross.
5. **Custodial Services:** Upon request by the Red Cross and if such resources exist and are available, the Owner will make its custodial resources, including supplies and custodial workers, available to provide cleaning and sanitation services at the shelter. The Facility Coordinator will designate a Facility Custodian to coordinate the provision of cleaning and sanitation services at the direction of and in cooperation with the Shelter Manager.
6. **Security:** In coordination with the Facility Coordinator; the Shelter Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any public safety issues at the Shelter.
7. **Signage and Publicity:** The Red Cross may post signs identifying the shelter as a Red Cross shelter in locations approved by the Facility Coordinator and will remove such signs when the shelter is closed. The Owner will not issue press releases or other publicity concerning the shelter without the express written consent of the Shelter Manager. The Owner will refer all media questions about the shelter to the Shelter Manager.
8. **Closing the Shelter:** The Red Cross will notify the Owner or Facility Coordinator of the closing date for the shelter. Before the Red Cross vacates the Facility, the Shelter Manager and Facility Coordinator will jointly conduct a post-occupancy survey, using the second page of the Shelter/Facility Opening/Closing Form to record any damage or conditions. The Shelter Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the shelter operation.

9. Reimbursement: The Red Cross will reimburse the Owner for the following:

- a. *Damage to the Facility or other property of Owner*, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. The Red Cross will select from among bids from at least three reputable contractors. The Red Cross is not responsible for storm damage or other damage caused by the disaster.
- b. *Reasonable costs associated with custodial and food service personnel* which would not have been incurred but for the Red Cross's use of the Facility for sheltering. The Red Cross will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.
- c. *Reasonable, actual, out-of-pocket operational costs*, including the costs of the utilities indicated below, to the extent that such costs would not have been incurred but for the Red Cross's use of the Premises (both parties must initial all utilities to be reimbursed by the Red Cross):

|                | Owner initials | Red Cross initials |
|----------------|----------------|--------------------|
| Water          | _____          | _____              |
| Gas            | _____          | _____              |
| Electricity    | _____          | _____              |
| Waste Disposal | _____          | _____              |

The Owner will submit any request for reimbursement to the Red Cross within 60 days after the shelter closes. Any request for reimbursement for food, supplies or operational costs must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked at the shelter.

10. Insurance: The Red Cross shall carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers' Compensation coverage with statutory limits for the jurisdiction within which the facility is located and \$1,000,000 in Employers' Liability.

11. Indemnification: The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to bodily injury, death and property damage arising from the negligence of the Red Cross during the use of the Premises.

12. Term: The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

Owner (legal name)

THE AMERICAN NATIONAL RED CROSS  
(legal name)

By (signature)

By (signature)

Name (printed)

Name (printed)

Title

Title

Date

Date

# Kiamichi Area Nutrition Project, Inc

## Project/Center Sponsor Contract

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This Contract is made the 1<sup>st</sup> day of July 1<sup>st</sup>, 2012, by and between the Kiamichi Area Nutrition Project, Inc, hereinafter designated as the "Project" and the City of McAlester, hereinafter designated as the "Center Sponsor". This Contract will expire June 30, 2013.

In consideration of the mutual promises and covenants herein, the Project and the Center Sponsor agree as follows:

I. The Project shall provide and be responsible for the following:

- A. Reimburse the Center Sponsor on a monthly basis to assist in defraying center staff salaries, travel, fringe benefits, and other budget center expenses as described in the annual budget (See Attached Budget).
1. Funds are contingent upon continued federal and state funding.
  2. Funds dispersed to the Center Sponsor on a monthly basis cannot exceed 1/12 of the budget unless an explanation of any additional expenses is listed on the Monthly Financial Report.
  3. Effective July 1, 2012, funds to the Center Sponsor will not be will not be sent until the Project has received it's reimbursement from the State for the month the expenses occurred.

II. The Center Sponsor shall provide and be responsible for the following:

- A. Provide and be responsible for the local nutrition center facility, bookkeeper and services pertinent to the operation of the center, grantee amount agreed of \$19,357.00 and any additional monies necessary.
- B. To be responsible for the fire and safety and health standards of the facility and shall assure the Project that the facility meets the appropriate local and state ordinances, codes, and regulations.
- C. To cooperatively interview applicants for center staff employment and with mutual advice of the Project and the KEDDO Area Agency on Aging, where appropriate, to recommend which individual (s) are to be employed.
- D. Placement of center staff on the Center Sponsor payroll. Center staff are employees of the Center Sponsor. The Center's budget allocates that employees be paid 260 days a year. There will be no holiday pay or longevity pay paid by KANP, Inc. NOTE: Due to a

decrease in federal funding, the City of McAlester has agreed to pay employees, food and travel costs so that the center will remain open 23 days and holiday pay will be paid for 11 days (34 days).

- E. Provide all insurance on the facility and contents.
- F. Keep all necessary personnel records for the center staff and make these records available to the Project.
- G. Provide all personnel necessary for the operation of the Nutrition Center and adhere to due dates for monthly reports.
- H. Provide congregate and home delivered services and appropriate program services on a regularly scheduled basis. Hours of operation will be established to accommodate the greatest number of potential participants and follow the Center's budget for serving meals 249 days a year to congregate and home bound participants.
- I. Provide an individual to submit to KANP, Inc. the following information:
  - 1. Supporting documents and Monthly Financial Report due by the 3<sup>rd</sup> of the following month.

**IV. Duties and Regulations of the Nutrition Center Site Manager include the following:**

- A. The Nutrition Center Site Manager shall be placed on the payroll of the Center Sponsor and shall adhere to policies set forth in the program application and other policies of the Center Sponsor.
- B. The Nutrition Center Site Manager shall be responsible to the Center Sponsor and Project for the timely submissions on a scheduled basis for all records, documents, monthly reports and other requirements by the Project and state and federal guidelines. Monthly reports due include the following:
  - 1. S-19 Report. Due to the Project no later than the 2nd of each month.
  - 2. S-38 Report. Due to the Project no later than the 2<sup>nd</sup> of each month.
  - 3. Contribution Check and KF-1 (Contribution Sheet). Due to the Project no later than the 2<sup>nd</sup> of each month.
  - 4. OAA Assessment and Change of Client Status Forms, Scan Sheets, Eligible Visitor Forms, and Advantage Calendars. Due to the Project no later than the 2<sup>nd</sup> of each month.
- C. The Nutrition Center Site Manager shall be responsible for the banking and record-keeping of all project donations and make the records available to the Project upon request.



- D. The Nutrition Center Site Manager shall be responsible for coordination of other staff members, activities of the social program, securing of transportation of the elderly to and from the center and all other activities set forth in the state and federal guidelines.
- E. The Nutrition Center Site Manager shall be responsible for conducting and completing Older American Assessments on all congregate and home bound participants according OAA Policy.
- F. The Nutrition Center Site Manager shall attend all site manager meetings and any additional training as designated by the Project.

V. When and if, the Project should cease to exist, the Center Sponsor agrees to the appropriate disposal of equipment purchased with TITLE III funds in the manner mandated by the KEDDO Area Agency on Aging and federal regulations as promulgated by the Older American Act and the Special Unit on Aging, Aging Division, of the Oklahoma Department of Human Services.

In consideration of the promises and covenants stated herein, the Project agrees to provide to the Center Sponsor, administrative assistance, training, and counseling necessary to provide, through a congregate center, all program components required by state and federal laws, rules, and regulations, for the conduct of a Nutrition Project.

This contract is based on the availability of funds from the KEDDO Area Agency of Aging and may be expanded or reduced according to the availability of said funds. The Kiamichi Area Nutrition Project, Inc, shall not be liable for program objectives for which funds are not made available.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by the duly authorized officers:

For the Project:

Name Title Date

WITNESS MY HAND AND OFFICIAL SEAL  
THE DAY AND DATE ABOVE WRITTEN

NOTARY PUBLIC  
MY COMMISSION EXPIRES:

(SEAL)

For the Center Sponsor:

Name Title Date

WITNESS MY HAND AND OFFICIAL SEAL  
THE DAY AND DATE ABOVE WRITTEN

NOTARY PUBLIC  
MY COMMISSION EXPIRES:

(SEAL)

| Cooking site                              |                  |              |              |              |             | ADV-P | ADV-HD | Total ADV | Advantage % |
|---|------------------|--------------|--------------|--------------|-------------|-------|--------|-----------|-------------|
| McAlester Nutrition Center-FY 2013 Budget |                  |              |              |              |             | 22    | 33     | 55        | 19%         |
| Personnel                                 | Wages &<br>Taxes | Title III-B  | Title III-C1 | Title III-C2 | Total III-C |       |        |           | Total       |
|   |                  | 1 hr per day | 96           | 47           | 143         |       |        |           | Adv         |
| <b>Site Manager</b>                       |                  |              |              |              |             |       |        |           |             |
| Diane Chadsey (7/2001)                    |                  |              |              |              |             |       |        |           |             |
| Hourly Rate      Hours      Days          |                  |              |              |              |             |       |        |           |             |
| \$7.25              7              260    | \$13,195         |              | \$7,482      | \$3,206      | \$10,688    |       |        |           | \$2,507     |
| \$7.25              1              260    | \$1,885          | \$1,885      |              |              |             |       |        |           |             |
| Total Wages                               | \$15,080         | \$1,885      | \$7,482      | \$3,206      | \$10,688    |       |        |           | \$2,507     |
| FICA                              7.65%   | \$1,154          | \$144        | \$572        | \$246        | \$818       |       |        |           | \$192       |
| Unemployment              1.00%           | \$151            | \$19         | \$75         | \$32         | \$107       |       |        |           | \$25        |
| Workers Comp              1.00%           | \$151            | \$19         | \$75         | \$32         | \$107       |       |        |           | \$25        |
| Total Cost                                | \$16,536         | \$2,067      | \$8,204      | \$3,516      | \$11,720    |       |        |           | \$2,749     |
| <b>Cook</b>                               |                  |              |              |              |             |       |        |           |             |
| Carol Hammontree (7/2010)                 |                  |              |              |              |             |       |        |           |             |
| Hourly Rate      Hours      Days          |                  |              |              |              |             |       |        |           |             |
| \$7.25              8              260    | \$15,080         |              | \$8,550      | \$3,665      | \$12,215    |       |        |           | \$2,865     |
| Total Wages                               | \$15,080         |              | \$8,550      | \$3,665      | \$12,215    |       |        |           | \$2,865     |
| FICA                              7.65%   | \$1,154          |              | \$653        | \$283        | \$936       |       |        |           | \$218       |
| Unemployment              1.00%           | \$151            |              | \$86         | \$36         | \$122       |       |        |           | \$29        |
| Workers Comp              1.00%           | \$151            |              | \$86         | \$36         | \$122       |       |        |           | \$29        |
| Total Cost                                | \$16,536         |              | \$9,375      | \$4,020      | \$13,395    |       |        |           | \$3,141     |
| <b>Cook Aide</b>                          |                  |              |              |              |             |       |        |           |             |
| Diana Wassom (7/2009)                     |                  |              |              |              |             |       |        |           |             |
| Hourly Rate      Hours      Days          |                  |              |              |              |             |       |        |           |             |
| \$7.25              8              260    | \$15,080         |              | \$8,550      | \$3,665      | \$12,215    |       |        |           | \$2,865     |
| Total Wages                               | \$15,080         |              | \$8,550      | \$3,665      | \$12,215    |       |        |           | \$2,865     |
| FICA                              7.65%   | \$1,154          |              | \$653        | \$283        | \$936       |       |        |           | \$218       |
| Unemployment              1.00%           | \$151            |              | \$86         | \$36         | \$122       |       |        |           | \$29        |
| Workers Comp              1.00%           | \$151            |              | \$86         | \$36         | \$122       |       |        |           | \$29        |
| Total Cost                                | \$16,536         |              | \$9,375      | \$4,020      | \$13,395    |       |        |           | \$3,141     |

| McAlester Nutrition Center-FY 2013 Budget |         |              |              |              |             | ADV-P   | ADV-HD | Total ADV | Advantage % |
|---|---------|--------------|--------------|--------------|-------------|---------|--------|-----------|-------------|
|   |         |              |              |              |             | 22      | 33     | 55        | 19%         |
| Personnel-Con't                           | Wages & | Title III-B  | Title III-C1 | Title III-C2 | Total III-C |         |        |           | Total       |
|   | Taxes   | 1 hr per day | 96           | 47           | 143         |         |        |           | Adv         |
| Site Aide                                 |         |              |              |              |             |         |        |           |             |
| Not applicable at this site               |         |              |              |              |             |         |        |           |             |
| Hourly Rate                               | Hours   | Days         |              |              |             |         |        |           |             |
| \$0.00                                    | 0       | 0            |              |              |             |         |        |           |             |
| Total Wages                               |         |              |              |              |             |         |        |           |             |
| FICA                                      |         | 0.00%        |              |              |             |         |        |           |             |
| Unemployment                              |         | 0.00%        |              |              |             |         |        |           |             |
| Workers Comp                              |         | 0.00%        |              |              |             |         |        |           |             |
| Total Cost                                |         |              |              |              |             |         |        |           |             |
| Custodian                                 |         |              |              |              |             |         |        |           |             |
| Eva Frazier (8/2009)                      |         |              |              |              |             |         |        |           |             |
| Hourly Rate                               | Hours   | Days         |              |              |             |         |        |           |             |
| \$7.25                                    | 4       | 260          | \$7,540      | \$4,275      | \$1,832     | \$6,107 |        |           | \$1,433     |
| Total Wages                               |         |              | \$7,540      | \$4,275      | \$1,832     | \$6,107 |        |           | \$1,433     |
| FICA                                      |         | 7.65%        | \$577        | \$326        | \$141       | \$467   |        |           | \$110       |
| Unemployment                              |         | 1.00%        | \$75         | \$43         | \$18        | \$61    |        |           | \$14        |
| Workers Comp                              |         | 1.00%        | \$75         | \$43         | \$18        | \$61    |        |           | \$14        |
| Total Cost                                |         |              | \$8,267      | \$4,687      | \$2,009     | \$6,696 |        |           | \$1,571     |
| Food Transporter                          |         |              |              |              |             |         |        |           |             |
| Leroy Dick (11/2011)                      |         |              |              |              |             |         |        |           |             |
| Hourly Rate                               | Hours   | Days         |              |              |             |         |        |           |             |
| \$7.25                                    | 4       | 260          | \$7,540      | \$4,275      | \$1,832     | \$6,107 |        |           | \$1,433     |
| Total Wages                               |         |              | \$7,540      | \$4,275      | \$1,832     | \$6,107 |        |           | \$1,433     |
| FICA                                      |         | 7.65%        | \$577        | \$326        | \$141       | \$467   |        |           | \$110       |
| Unemployment                              |         | 1.00%        | \$75         | \$43         | \$18        | \$61    |        |           | \$14        |
| Workers Comp                              |         | 1.00%        | \$75         | \$43         | \$18        | \$61    |        |           | \$14        |
| Total Cost                                |         |              | \$8,267      | \$4,687      | \$2,009     | \$6,696 |        |           | \$1,571     |

| McAlester Nutrition Center-FY 2013 Budget           |                 |                             |                    |                    |                    | ADV-P | ADV-HD | Total ADV | Advantage %     |
|---|-----------------|-----------------------------|--------------------|--------------------|--------------------|-------|--------|-----------|-----------------|
|   |                 |                             |                    |                    |                    | 22    | 33     | 55        | 19%             |
| <b>Personnel-Con't</b>                              | Wages & Taxes   | Title III-B<br>1 hr per day | Title III-C1<br>96 | Title III-C2<br>47 | Total III-C<br>143 |       |        |           | Total           |
| <b>Bookkeeper (Contract Labor)</b>                  |                 |                             |                    |                    |                    |       |        |           | Adv             |
| Not applicable at this site                         |                 |                             |                    |                    |                    |       |        |           |                 |
| Monthly Rate    Hours    Months                     |                 |                             |                    |                    |                    |       |        |           |                 |
| \$0.00            1            12                   | \$0             |                             | \$0                | \$0                | \$0                |       |        |           | \$0             |
| <b>Total Personnel</b>                              | <b>\$66,142</b> | <b>\$2,067</b>              | <b>\$36,328</b>    | <b>\$15,574</b>    | <b>\$51,902</b>    |       |        |           | <b>\$12,173</b> |
| <b>Travel</b>                                       | Cost of Travel  |                             |                    |                    |                    |       |        |           |                 |
| <b>Home Deliveries</b>                              |                 |                             |                    |                    |                    |       |        |           |                 |
| Miles            Rate            Months             |                 |                             |                    |                    |                    |       |        |           |                 |
| 15135            \$0.555            12              | \$8,400         |                             | \$4,763            | \$2,041            | \$6,804            |       |        |           | \$1,596         |
| <b>Total Travel</b>                                 | <b>\$8,400</b>  |                             | <b>\$4,763</b>     | <b>\$2,041</b>     | <b>\$6,804</b>     |       |        |           | <b>\$1,596</b>  |
| <b>Food</b>   | Cost of Food    |                             |                    |                    |                    |       |        |           |                 |
| Paid out of KANP, Inc Admin                         |                 |                             |                    |                    |                    |       |        |           |                 |
| Prepared Meals    Cost    Days                      |                 |                             |                    |                    |                    |       |        |           |                 |
| 176            \$1.10            249                | \$48,206        |                             | \$27,333           | \$11,714           | \$39,047           |       |        |           | \$9,159         |
| Purchased Meals                                     |                 |                             |                    |                    |                    |       |        |           |                 |
| 2Day            17            \$3.55            105 | \$6,337         |                             |                    |                    |                    |       |        |           | \$6,337         |
| 5Day            0            \$3.55            260  | \$0             |                             |                    |                    |                    |       |        |           | \$0             |
| 7Day            5            \$3.55            365  | \$6,479         |                             |                    |                    |                    |       |        |           | \$6,479         |
| <b>Total Food</b>                                   | <b>\$61,023</b> |                             | <b>\$27,333</b>    | <b>\$11,714</b>    | <b>\$39,048</b>    |       |        |           | <b>\$21,975</b> |

| McAlester Nutrition Center-FY 2013 Budget |        |    |                      |                             |                    |                    | ADV-P              | ADV-HD   | Total ADV | Advantage % |       |  |
|---|--------|----|----------------------|-----------------------------|--------------------|--------------------|--------------------|----------|-----------|-------------|-------|--|
|   |        |    |                      |                             |                    |                    | 22                 | 33       | 55        | 19%         |       |  |
| Utilites                                  |        |    | Cost of<br>Utilities | Title III-B<br>1 hr per day | Title III-C1<br>96 | Title III-C2<br>47 | Total III-C<br>143 |          |           |             | Total |  |
|   |        |    |                      |                             |                    |                    |                    |          |           |             | Adv   |  |
| Cost                                      | Months |    |                      |                             |                    |                    |                    |          |           |             |       |  |
| Sewer & Water                             | \$0    | 12 |                      |                             |                    |                    |                    |          |           |             |       |  |
| Trash                                     | \$0    | 12 |                      |                             |                    |                    |                    |          |           |             |       |  |
| Gas                                       | \$0    | 12 | \$0                  |                             | \$0                | \$0                | \$0                | \$0      | \$0       |             |       |  |
| Electric                                  | \$0    | 12 | \$0                  |                             | \$0                | \$0                | \$0                | \$0      | \$0       |             |       |  |
| Total Utilities                           |        |    | \$0                  |                             | \$0                | \$0                | \$0                |          | \$0       |             |       |  |
| Other                                     |        |    | Cost of<br>Other     |                             |                    |                    |                    |          |           |             |       |  |
|   |        |    |                      |                             |                    |                    |                    |          |           |             |       |  |
| Cost                                      | Months |    |                      |                             |                    |                    |                    |          |           |             |       |  |
| Communications                            | \$100  | 12 | \$1,200              |                             | \$680              | \$292              | \$972              |          |           |             | \$228 |  |
| Pest Control                              | \$0    | 12 |                      |                             |                    |                    |                    |          |           |             |       |  |
| Total Other                               |        |    | \$1,200              |                             | \$680              | \$292              | \$972              |          | \$228     |             |       |  |
| Grantee                                   |        |    | Amount<br>of Grantee |                             |                    |                    |                    |          |           |             |       |  |
| Title III-C Grantee from Sponsor          |        |    |                      |                             |                    |                    |                    |          |           |             |       |  |
| Total Grantee                             |        |    | \$19,357             | \$0                         | \$13,550           | \$5,807            | \$19,357           |          |           |             | \$0   |  |
| Less Total Grantee                        |        |    | \$19,357             | \$0                         | \$13,550           | \$5,807            | \$19,357           |          |           |             | \$0   |  |
| OAA Funds                                 |        |    | Cost -<br>Grantee    |                             |                    |                    |                    |          |           |             |       |  |
| Total Cost for Nutrition Center           |        |    | \$75,742             | \$2,067                     | \$41,771           | \$17,907           | \$59,678           | \$13,997 |           |             |       |  |
| Less Grantee from Sponsor                 |        |    | \$8,000              | \$0                         | \$5,600            | \$2,400            | \$8,000            | \$0      |           |             |       |  |
| Less Additional Grantee from Sponsor      |        |    | \$11,357             | \$0                         | \$7,950            | \$3,407            | \$11,357           | \$0      |           |             |       |  |
| McAlester Budget 2013                     |        |    | \$56,385             | \$2,067                     | \$28,221           | \$12,100           | \$40,321           | \$13,997 |           |             |       |  |

# Kiamichi Area Nutrition Project, Inc.

PO Box 577

Wilburton, OK 74578

(918)465-4840 Office

(866)465-4840 Toll Free

(918)465-2805 Fax

## MEMORANDUM

Office of City Manager

JUN 05 2012

Received

TO: City of McAlester

FROM: Carla Brunson, Project Director

DATE: June 1, 2012

SUBJECT: Center Sponsor Agreement and Budget for FY2013

Please find enclosed with this memorandum a Center Sponsor Agreement and Budget for FY2013.

The Center Sponsor Agreement will need to be signed and notarized and sent back to KANP, Inc. After my signature and notarization, I will send a copy of the agreement back to you.

Both the Agreement and Budget have been revised to reflect the number of serving days and the new grantee amount.

On behalf of the KANP, Inc Board of Directors, I want to express our appreciation for your continued support of the Senior Nutrition Program. We are very thankful for the additional grantee amount given so that the center may remain open for 23 days so that our seniors are served a meal and nutrition center employees do not lose any days of pay.

If you have any questions, please do not hesitate to call me.



June 22, 2012

CITY OF MCALESTER  
PO BOX 578  
MCALESTER, OK 74502

Re: Division Order  
Orval 1-2H; Section 2, Township 6 North, Range 14 East  
Pittsburg County, Oklahoma

Gentleman:

Enclosed is PetroQuest Energy, L.L.C.'s Division Order in duplicate covering production from the Orval 1-2H well. Please retain the Division Order marked "YOUR COPY" for your records and return the executed original to our office in the pre-addressed envelope provided. The Division Order is effective from the date of first sales.

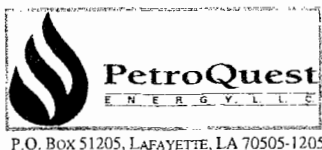
Also enclosed is an INSTRUCTION SHEET to aid in properly executing the Division Order. If we do not have your tax identification number on file, I have enclosed a blank Form W-9. Please submit the completed Form W-9 to PetroQuest. Failure to do so may result in PetroQuest withholding 31 percent of your revenue for taxes in accordance with federal law. Any tax withheld will not be refundable by PetroQuest.

If you have any questions, you can contact me by calling 337-262-8178 or by email at [cmergist@petroquest.com](mailto:cmergist@petroquest.com).

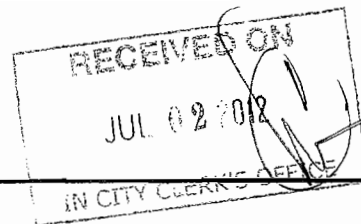
Sincerely,

Craig Mergist  
Division Order Analyst

Enclosures



## DIVISION ORDER



**OPERATOR:** PetroQuest Energy, L.L.C.  
**PROPERTY NAME:** Orval 1-2H  
**COUNTY/PARISH:** Pittsburg  
**STATE:** Oklahoma

**DATE:** June 22, 2012  
**PROPERTY NO.:** 35600076  
**EFFECTIVE:** January 25, 2012  
**PRODUCT:** Gas

**LEGAL DESCRIPTION:** The Orval 1-2H well is located in Section 2, Township 6 North, Range 14 East, Pittsburg County Oklahoma. The well covers all of Sections 2-6N-14E, Pittsburg County, Oklahoma, producing from the Woodford formation, containing 642.24 acres, more or less.

**OWNER NO.:** CIT003  
**OWNER NAME:** CITY OF MCALESTER  
**ADDRESS:** PO BOX 578  
MCALESTER, OK 74502

**DIVISION OF INTEREST:** 0.0782827  
**TYPE OF INTEREST:** RI

CITY OF MCALESTER certifies the ownership of the division of interest in production or proceeds is correct as described herein, which will be paid by PetroQuest Energy, L.L.C.

PetroQuest Energy, L.L.C., shall be notified in writing of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

PetroQuest Energy, L.L.C., is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned. The undersigned agrees to indemnify and reimburse PetroQuest Energy, L.L.C., any amount attributable to an interest to which the undersigned is not entitled.

PetroQuest Energy, L.L.C., may accrue proceeds until the total amount equals \$100, or pay annually if amounts are greater than \$10, whichever occurs first, or as required by applicable state statute.

In addition to the terms and conditions of this Division Order, CITY OF MCALESTER and PetroQuest Energy, L.L.C., may have certain statutory rights under the laws of the state in which the property is located.

**THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNER AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS.**

**WITNESSES:**

**OWNER(S) SIGNATURE:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

**TAX ID OR SOCIAL SECURITY NUMBER:**

73-6005314

**FAILURE TO FURNISH YOUR SOCIAL SECURITY OR TAXPAYER IDENTIFICATION NUMBER MAY RESULT IN 31 PERCENT WITHHOLDING TAX, IN ACCORDANCE WITH FEDERAL LAW, AND ANY TAX WITHHELD WILL NOT BE REFUNDABLE BY PETROQUEST ENERGY L.L.C.**



P.O. Box 578  
McAlester, OK 74502  
918-423-9300 ext. 4956  
918-421-4971 Fax #

**City of McAlester**

# Fax

**To:** Bill Ervin

**From:** Cora Middleton, City Clerk

**Fax:** 918-423-4243

**Pages:** 3

**Phone:** 918-423-4242

**Date:** 07/02/2012

**Re:** PetroQuest Division Order

**CC:**

☐ **Urgent**    ☐ **For Review**    ☐ **Please Comment**    ☐ **Please Reply**    ☐ **Please Recycle**

Dear Mr. Ervin,

Please find following copies of the Division Order that I received in the mail this morning. Please review as we would like to place it on the Consent Agenda for the Council meeting on July 10, 2012.

Thank you,

  
Cora Middleton, CMC  
City Clerk

## Cora Middleton

**From:** Bill Ervin [ervinlaw@sbcglobal.net]  
**Sent:** Tuesday, July 03, 2012 2:33 PM  
**To:** Cora Middleton  
**Subject:** Division Order from Petroquest re; City's interest in Orval 1-24 Sec.2 T6N, Rg 14E (268.14 net min acres)

Cora:

From the information provided from Petroquest's, Craig Mergist, the .0782827 interest expressed in the D/O is correct. He offered to send the entire division order title opinion to show the interest attributed to the City by their examining attorney but I told him that was not necessary.

You can put this on the Council's agenda for approval.

Bill

Ervin & Ervin  
Attorneys at Law L.L.P.  
P.O. Box 1449  
McAlester, OK 74502  
(918) 423-4242 Phone  
(918) 423-4243 Fax  
[ervinlaw@sbcglobal.net](mailto:ervinlaw@sbcglobal.net)

Begin forwarded message:

I attempted to send this earlier, but I messed up on the address. Sorry for the delay.

Craig M

**From:** Craig Mergist  
**Sent:** Monday, July 02, 2012 1:03 PM  
**To:** 'ervinlaw@sbcglobal.net'  
**Subject:** Orval 1-2H

Mr. Ervin,

We spoke by phone earlier today. You asked for the calculations we used to determine the interest of the City of McAlester in the Orval 1-2H well operated by PetroQuest Energy.

The city is credited with 268.14 acres in a unit of 642.24 acres. The royalty of the lease covering the city's mineral interest is 3/16. We determined the city's unit interest by taking  $268.14/642.24 * 0.1875$ . The result is 0.07828265, as reflected

07/03/2012

in the division order we sent.

Please let me know if you have any other questions regarding the interest of the city in the Orval 1-2H.

**Craig Mergist**  
PetroQuest Energy, LLC  
337-262-8178 (direct)

Contract for Professional Services Between  
ROBISON INTERNATIONAL, INC.  
and the  
MCALESTER DEFENSE SUPPORT ASSOCIATION  
AND THE CITY OF MCALESTER

This Agreement is made 1 July 2012, by and between Robison International, Inc., a consulting firm doing business in Washington, DC, herein referred to as "Consultant", the McAlester Defense Support Association, herein referred to as "MDSA" and the City of McAlester, Oklahoma herein referred to as "The City".

In consideration of the mutual promises set forth herein, it is agreed by and between Consultant, MDSA and The City:

**ARTICLE I – CHARACTER AND EXTENT OF SERVICES**

A. Consultant agrees to provide consulting services on behalf of MDSA and The City in accordance with the statement of Work, incorporated herein and made part of this Agreement.

B. In furtherance of its business MDSA and The City wish to retain consultant as an independent contractor to render certain described consulting services. This Agreement provides for the retention of Consultant as independent contractor, and neither Consultant, nor his own employees or agents, shall be considered employees of MDSA or The City for any purpose.

C. MDSA and The City agree to cooperate in full with Consultant should such cooperation be necessary to the furtherance of the services described in the Statement of Work.

D. The Account Executive for the Consultant for the purposes of this agreement is John Bonsell, Vice President.

**ARTICLE II – BILLING AND PAYMENTS**

A. The City agrees to pay Consultant a retainer for the services listed in the statement of work as items 1, 2 and 3 in the amount of Two Thousand dollars (\$2,000) per month beginning 1 July 2012. Such services shall be considered lobbying or unallowable expenses in the sense of CFAR 31.205.33 unless otherwise noted. Payment to Consultant is due within thirty (30) days after receipt of invoice. The City will not be responsible for expenses of Consultant.

B. MDSA agrees to pay Consultant a retainer for the services listed in the statement of work as items 4, 5, and 6 in the amount of Two Thousand dollars (\$2,000), per month beginning July 1, 2012. Such services will not be considered as lobbying. In addition, it is agreed that Consultant will be reimbursed by MDSA in full for all out-of-pocket travel expenses incurred. Reimbursement of expenses hereunder will be made on the basis of itemized statements submitted by Consultant, which statements are to include actual bills, receipts, invoices or other evidence of expenditures. Payment to Consultant is due within thirty (30) days after receipt of invoice.

C. Invoicing and backup documentation will not be prepared in accordance with CFAR 31.205.33 unless required by the Statement of Work.

### **ARTICLE III – CHANGES**

MDSA and The City without invalidating this Agreement may order changes in service within the general scope of the Agreement and Statement of Work, consisting of additions, deletions or other revisions. All such changes shall be authorized in writing and executed by Consultant, MDSA and The City.

### **ARTICLE IV – PLACE AND PERIOD OF PERFORMANCE**

This contract is effective 1 July 2012 through 30 June 2013. However, the Agreement may be terminated by either party upon sixty (60) days written notice, via registered mail, at any time after thirty days from the date this Agreement. In the event of such a termination, the Consultant shall be paid the value of services rendered and cost incurred to the date of termination.

### **ARTICLE V – NOT A WARRANTY**

Consultant agrees to use his best effort in the furtherance of the work described. It is mutually agreed, however, that Consultant does not guarantee or warrant to MDSA and/or The City any particular result of his efforts.

### **ARTICLE VI – ENFORCEMENT**

A. It is mutually understood and agreed that this Agreement shall be governed by and construed in accordance to the laws of the State of Oklahoma. Any action at law or in equity or judicial proceedings for the enforcement of this Agreement, or any provision thereof, shall be resolved by a court of Law having jurisdiction.

B. In the event legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable amount for attorney's fees and court costs.

#### **ARTICLE VII – REGISTRATION**

Unless directed otherwise, Consultant shall register as lobbyist on behalf of The City in accordance with the Lobby Disclosure Act of 1995 (2 U.S.C.1601 et seq.).

#### **ARTICLE VIII – ENTIRE AGREEMENT**

This document, and attachments incorporate by reference herein, embodies the entire Agreement between MDSA, The City and Consultant. There are no promises, terms, conditions or obligations of either party other than those contained herein. This Agreement shall supersede all previous correspondence, representations or agreements, either written or oral between the parties.

**IN WITNESS WHEREOF**, Consultant, MDSA and The City do hereby place their hands.

#### **CONSULTANT**

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Randall L West  
President  
Robison International, Inc.

#### **McAlester Defense Support Association (MDSA)**

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Mark Jordan  
Chairman

#### **The City of McAlester (The City)**

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Steve Harrison  
Mayor

ATTEST:

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

#### **STATEMENT OF WORK**

Robison International Inc. will provide to MDSA and The City the following services and deliverables:

For the City:

1. Information, feedback and perspectives to assist in formulating and implementing short and long term strategies for expansion of The City's participation in DOD and other programs.
2. Assist The City's Washington DC legislative liaison activity as needed.
3. Assist The City's Washington DC lobbying activity to include providing information and assessments on key programs of interest to The City being considered by Congress.

For the MDSA:

4. Assist MDSA and the City in development plans for continuation of current programs/missions, as well as future opportunities at the McAlester Army Ammunition Plant (McAAP) as well as other defense work in the area.
5. Provide position papers and relevant data on issues requested.
6. In performing these services, Robison International will work in close cooperation with MDSA and the City, and other designated points of contact.

*Note: Items 1, 2, and 3 are considering Lobbying*

McALESTER IAFF COLLECTIVE BARGAINING AGREEMENT 2011/2012

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AGREEMENT

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

LOCAL 2284

and

CITY OF McALESTER

July 1, 2011-June 30, 2012

(Union's Last Best Offer)



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**McALESTER IAFF COLLECTIVE BARGAINING AGREEMENT 2011/2012**

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ARTICLE 1

PURPOSE OF AGREEMENT

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

## ARTICLE 2

### RECOGNITION

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

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

## ARTICLE 3

### AUTHORITY AND TERM

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

**SECTION 2.** This Agreement shall be effective as of the 1st day of **July 2009 2011** and shall remain in full force and effect until the 30th day of **June 2010 2012**.

**SECTION 3.** The terms of this Agreement shall not exceed one (1) year, provided this Agreement shall continue from year-to-

## **McALESTER IAFF COLLECTIVE BARGAINING AGREEMENT 2011/2012**

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year and be automatically extended for one-year terms unless written notice of request for negotiations is given by either party at least thirty (30) days before the anniversary date of this Agreement. Should a new agreement be in stages of current negotiations, the existing agreement shall be automatically in effect.

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

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

**SECTION 6.** In the event the Union and the Employer are unable within thirty (30) days from and including the date of the first meeting to reach an agreement, any and all unresolved arbitratve issues may be submitted to arbitration at the request

of either party, in accordance with the provisions of Title 11, O.S.A. (1978), Section 51-106 through 51-110.

## **ARTICLE 4**

### **MANAGEMENT RIGHTS SECTION**

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

**SECTION 2.** Except as may be limited herein, the Employer retains the right in accordance with the Constitution and Laws of the State of Oklahoma and the responsibilities and duties contained in the Charter of the City of McAlester, Oklahoma, and the ordinances and regulations promulgated thereunder;

- A. To determine Fire Department policy, including the right to manage the affairs of the Fire Department in all respects, except as above stated;
- B. To assign working hours, including overtime;

**McALESTER IAFF COLLECTIVE BARGAINING AGREEMENT 2011/2012**

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- C. To direct the members of the Fire Department, including the right to hire, terminate, suspend, discipline, promote or transfer any Firefighter;
- D. To determine the table of organization of the Fire Department, including the right to organize and reorganize the Fire Department and the determination of job classifications and ranks based upon duties assigned;
- E. To determine the safety, health and property protection measures for the Fire Department;
- F. To allocate and assign work to Firefighters within the Fire Department;
- G. To be the sole judge of the qualification of applicants and training of new employees;
- H. To schedule the operations and to determine the number and duration of hours assigned duty per week;
- I. To establish and enforce Fire Department rules, regulations and orders;
- J. To introduce new, improved or different methods and techniques of operation of the Fire Department or change existing methods and techniques;
- K. To determine the amount of supervision necessary;
- L. To control the departmental budget, and;

M. To take whatever action may be necessary to carry out the mission of the Employer in situations of emergency.

## **ARTICLE 5**

### **UNION RIGHTS**

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

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



## **McALESTER IAFF COLLECTIVE BARGAINING AGREEMENT 2011/2012**

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**SECTION 3.** The Union may have a bulletin board within the Fire Station, its size and location subject to the approval of the Fire Chief. It is for notices concerning Union; education, recreation and social affairs, and other matters the Union and the Employer may agree upon. It is understood that material of a political, controversial or inflammatory nature shall not be posted. For the purposes of this section, political shall be defined to include matters dealing with the administration of public affairs or pertaining to political activities at the local, state or national level. For the purposes of this Article, inflammatory shall be defined as those comments tending to excite passion, tumult or of a personal derogatory nature, especially those comments directed toward the administration of the fire service, local government or toward elected officials of the City of McAlester. The Fire Chief or his designee shall be authorized to remove any material from the bulletin board that does not conform to the intent of this Article. It shall be the responsibility of the Union to maintain the material they post, to insure prompt removal of out-dated material, and further insure that the posting of such material is limited only to the bulletin board.

## ARTICLE 6

### DEFINITIONS

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

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

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

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

**SECTION 5.** Probationary Period - Probationary period shall apply to any employee who has served the City Fire Department less than twelve (12) months. Probationary period for employees

**McALESTER IAFF COLLECTIVE BARGAINING AGREEMENT 2011/2012**

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advancing into a higher rank shall not be less than six (6) months, or more than twelve (12) months, at the discretion of the Chief, substantiated by written evaluation.

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

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

**ARTICLE 7**

**PREVAILING RIGHTS**

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

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

**ARTICLE 8**

**PROHIBITION OF STRIKES**

**SECTION 1.** During the term of this Agreement, the Union agrees to prohibition of any job action, i.e. strikes, work slowdowns, mass absenteeism, or being party to such activities. In addition, the Union agrees not to petition its affiliate, AFL-CIO, for legal sanction to strike during the term of this Agreement. The Union shall not be in breach of agreement where

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the acts and actions heretofore enumerated are not caused or authorized by the Union. Union shall not aid or assist any person or parties engaging in the above prohibited conduct, by giving direction or guidance to such activities and conduct, or by providing funds, financial and other assistance for the conduct or direction of such activities or for the payment of strike, unemployment or other benefit to those persons or parties participating in such prohibited conduct and activities; provided, however, that Union may provide legal representation.

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

**ARTICLE 9**

**MUTUAL RESPONSIBILITY TO AVOID DISCRIMINATION**

Nothing in this Agreement shall be interpreted as diminishing the obligation of both parties to undertake affirmative action to insure that applicants or employees are treated without regard to race, color, religion, sex, size, national origin, status or union membership, political affiliation or mental or physical handicap. Specifically, pursuant to Equal Employment Opportunity Commission Guidelines, each party is obligated to take positive action in affording equal employment, training and promotional opportunities to all members, as required by Title VII of the Civil Rights Act of 1964, as amended.

**ARTICLE 10**

**UNFAIR LABOR PRACTICE**

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

**ARTICLE 11**

**PERSONNEL REDUCTION**

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

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

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

## ARTICLE 12

### GRIEVANCE PROCEDURE

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

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

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

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

B. If the grievance is not settled by the provision of Section 3A, it shall be submitted, in writing, to



the Union Grievance Committee. Within ten (10) calendar days, the Union Grievance Committee shall determine, in its sole discretion and judgment, whether or not a grievance exists within the terms and conditions of this Agreement.

1. If the Union Grievance Committee finds a grievance does exist, the Committee shall submit, in writing, the grievance and written report of their fact-finding investigation to the Fire Chief for adjustment.

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

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

D. The City Manager shall submit his answer, in writing, to the Grievance Committee within ten (10) business days. If the Fire Chief, the employee involved, the City Manager, and the Union Grievance Committee have not settled the

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grievance within that time, it shall be submitted to arbitration for adjustment as follows:

1. The bargaining agent and the City shall each select and name one (1) arbitrator and shall immediately thereafter notify each other, in writing, of the name and address of the person so selected.
2. The two (2) arbitrators so selected and named shall, within ten (10) days, agree upon and select a third arbitrator.
3. If, on expiration of the period as above stated, the arbitrators are unable to agree upon the selection of a third arbitrator, the bargaining agent and the City shall request the Federal Mediation and Conciliation Service to provide a list of five (5) arbitrators.
4. Within seven (7) calendar days from the receipt of such panel, the two (2) arbitrators already selected shall meet and alternately strike names until one (1) arbitrator remains who shall be chairman of the Arbitration Board. The City shall strike the first name.

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

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

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

8. The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement hereto. The arbitrator shall have no jurisdiction to establish provisions of a new Agreement or variation of the present Agreement or to arbitrate away, in whole or part, any provisions or

amendments thereof. This shall not preclude individual wage grievance.

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

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

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

## ARTICLE 13

### MAINTENANCE OF PHYSICAL CONDITION AND FITNESS FOR DUTY

**SECTION 1.** The City and Union mutually recognize that the health and physical fitness of its Firefighters are of paramount importance. It is recognized that it is each employee's responsibility to maintain a physical condition sufficient to perform the position he/she holds. In order to maintain said condition, City may develop, and each employee shall undertake, a program of progressive physical condition and exercise on a regular basis.

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

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medical authority. If the medical authority determines that a life-threatening condition exists, suspension may be ordered.

**SECTION 3.** An employee who is suspended or terminated from active duty for failure to meet physical requirements shall not have any of his accrued legal rights penalized by action of this Article.

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

**ARTICLE 14**

**MERIT INCREASES**

**SECTION 1.** The parties hereto recognize that increases and steps of pay are to be granted on the basis of merit, knowledge and performance, and that employees are not automatically

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entitled to step increases. In order to insure proficiency in advancement, the City may administer proficiency examinations.

~~For FY 2009-2010 only, the parties have entered into a Memorandum of Understanding on Section 1 Article 14 in form attached hereto as Addendum A which is incorporated herein by this reference.~~ **Sun set by its own terms.**

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

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

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

**ARTICLE 15**

**HOURS OF DUTY**

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

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

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

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



**ARTICLE 16**

**CALL BACK AND OVERTIME**

**SECTION 1.** Employees who are called back to duty from an off-duty status shall be credited with a minimum of one (1) hour of duty at a time and one-half computation. A callback list shall be established beginning with the most senior fire department member to the least senior member. When situations arise that require one or more employees to be employed for 12 hours or more at time and one-half (1 1/2) their regular rate of pay, due to occurrences relating to manning the employee at the top of the list, will be given the opportunity to work the overtime. Regardless of whether the employee is unable to work or works the callback, his name will go to the bottom of the list. The next employee rotates into the top spot until all employees have been given the opportunity to work the callback.

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

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

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

**ARTICLE 17**

**HOLIDAY BANK TIME**

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

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

- A. It must be approved and scheduled in advance with the Fire Chief or his designee;
- B. It must be taken in amounts not less than twenty-four (24) hours at one occurrence.
- C. Earned time may be taken in twelve (12) hour increments with approval of Captain. Captains shall request approval from the Fire Chief.

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

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

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

**SECTION 5.** All holidays are to be scheduled and used in the calendar year in which the hours are accrued. The only exception will be where an individual cannot take certain hours of leave due to the demands of work as determined by the Fire Chief or his designee. All hours not used at the end of the calendar year must

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be used within the next three months and, if they cannot be used due to work demands as determined by the Fire Chief, the hours will be paid out of the next regular pay period following March 30<sup>th</sup> of the applicable year. Subject to this exception, holiday leave hours cannot be carried over from year to year.

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

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

**ARTICLE 18**

**SICK LEAVE**

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

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

A. Employees hired prior to July 1, 1997, shall sell back one and one-half (1.5) days of accumulate sick leave per month beginning when the employee reaches seventeen and one-half (17.5) years of employment with the McAlester Fire Department. The hourly rate shall be recalculated in January and July of each year and any increase in pay in the last six (6) months shall be used to calculate buyback rate. After the employee's twenty (20) year anniversary date the City shall have no further obligation to buy the employee's accumulated leave. However, the employee following his twenty (20) year anniversary date shall be able to accumulate up to forty-five (45) shifts of sick leave. This additional accumulation, plus any sick leave that may have been

accumulated prior to the twenty (20) year anniversary date that was not subject to buyback, at retirement, these employees will not be compensated for accrued but unused sick leave.

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

C. Employees hired after July 1, 2007, will not be entitled to sell back or be compensated for accrued but unused sick leave prior to retirement as stated in Sub-section A. At retirement, employees will be entitled to be compensated for a maximum of 260 hours of accrued but unused sick leave, depending on the amount of accrued leave.

D. Upon separation prior to an employee becoming eligible for retirement with a regular service pension, be paid for unused sick leave on a one to three basis i.e. pay for one (1) shift for each three (3) shifts of accumulated leave. However, no employee may receive payment for more than the

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number of hours set forth in Subparagraph A, B or C above, respectively based on hire date. The parties acknowledge that Administrative Policy No. 27 and Section 3.02 entitled Compensation for Unused Sick Leave contained in the City's Personnel Manual shall not apply to those employees covered by subsection A, B and C above.

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

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

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

A. Sick leave used shall not exceed the total amount accrued to the employee at the time of his absence;

B. Leave without pay may be granted by the Chief or his appointed designee for sickness or injury extending beyond the amount of accrued sick leave;

C. Non-scheduled work days shall not be included in computing sick leave expenditures; employees shall be

granted up to two (2) work days of sick leave as emergency leave with pay in the event of a death or serious illness of the employees or employees' spouses, immediate family and/or grandparents, grandchildren, aunts and uncles.

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

**SECTION 7.** Sick leave with pay in excess of two (2) work days for reasons of personal illness or injury shall be allowed only after presentation of a written statement by physician certifying that the employee's condition or his immediate family's condition prevented him from appearing for work or presenting himself for duty. Employee calling in for sick leave shall leave telephone number and address where he/she can be reached. Employee will be checked. Failure to answer telephone check will result in loss of pay for that shift. A written reprimand will accompany the loss of pay.

**SECTION 8.** All costs for medical care required by employee because of an injury in the line of duty shall be the



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responsibility of the City through the Workmen's Compensation system. However, an employee may not receive both paid benefits in the form of sick leave and/or injury leave, and concurrently receive benefits in the form of temporary disability payments through the State-required Workmen's Compensation System.

### **SECTION 9.**

A. Employees who accrue sick leave in excess of their maximum accumulation days during any year shall be permitted to exchange such excess for annual leave time on a three to one (3 to 1) basis (three (3) sick days of such leave for one (1) day of annual leave) or to be paid for such excess on the same basis (payment for one (1) annual leave day for each three (3) sick days). Excess sick leave will be exchanged for annual leave at the rate of three (3) for one (1) in January following the year in which it is earned.

B. A one-day bonus shall be given to any member of the Fire Department who has not used a sick day during the year. Accumulation of ninety (90) sick days is not necessary to receive the bonus day. The City reserves the right to determine whether any buy back of sick leave shall occur. For buy back purposes, refer to Administrative Policy

No. 27. Buy back of sick leave under Section 2A shall have no effect on receiving the one (1) day bonus. Bonus day is to be taken and not bought back.

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

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

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

## **ARTICLE 19**

### **INJURY LEAVE**

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

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

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

C. Injury leave granted under this provision will not be applied against accumulated sick leave. Employees will not accumulate sick leave during the time they are on injury leave.

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

## **ARTICLE 20**

### **SENIORITY**

**SECTION 1.** Seniority shall mean the status attained by length of continuous service for the Employer. It shall commence from the date on which the employee becomes a regular employee

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upon satisfactory completion of, not to exceed one (1) year, probationary period.

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

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

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

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

**ARTICLE 21**

**UNIFORM ALLOWANCE AND PROTECTIVE EQUIPMENT**

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

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

**SECTION 3.** Each employee shall receive a clothing allowance in the amount of four hundred fifty dollars (\$450.00) per year, to be used only for the purchase and replacement of items of uniformed clothing as prescribed by the Fire Department Rules and Regulations. Employee may submit requests for uniform purchase, said purchase to be charged against his/her uniform allowance. Footwear shall be limited to a maximum of one hundred fifty dollars (\$150.00) to be deducted from the four hundred fifty dollar (\$450.00) clothing allowance. Scuba or repelling equipment should be limited to a maximum of two hundred seventy-five (\$275.00), which will be deducted from the four hundred and fifty dollar (\$450.00) annual clothing allowance.

**SECTION 4.** The City shall make every good faith effort to schedule a uniform vendor on the premises, on not less than a quarterly basis.

## ARTICLE 22

### ANNUAL LEAVE

**SECTION 1.** Employees with zero (0) to five (5) years of service shall earn twelve (12) hours per month of annual leave with pay each calendar year, or a total of six (6) days per year.

**SECTION 2.** Employees with five (5) to ten (10) years of service shall earn twenty (20) hours per month of annual leave with pay each calendar year or a total of ten (10) days per year.

**SECTION 3.** Employees with excess of ten (10) years of service shall earn thirty (30) hours per month of annual leave with pay each calendar year or a total of fifteen (15) days per year.

**SECTION 4.** The vacation schedule shall be posted no later than the 1st day of February, and employees may sign and bid for vacation scheduling through the 1st day of March. Seniority shall be a factor in granting annual leave. The Fire Chief or his designee shall schedule annual leave.

**SECTION 5.** Employees may accumulate annual leave up to a maximum of forty-five (45) calendar days. The City may buy back any excess annual leave over the forty-five (45) day maximum but not to exceed the (10) days over forty-five (45) days. The City

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reserves the right to determine whether any buy back shall be affected.

**SECTION 6.** One (1) day equals twenty-four (24) hours  
(1 = 24 hours).

**SECTION 7.** An employee's annual leave accumulation shall be reduced by at least one and one-half (1.5) days per month beginning when the employee reaches seventeen and one-half (17.5) years of employment with the McAlester Fire Department. As the accumulation is reduced, the City shall pay the employee for the excess over accumulation. The City shall be required to purchase no more than two and one-half (2.5) days per month of excess annual leave at the employee's normal rate of pay on an hour per hour basis. The hourly rate shall be recalculated in January and July of each year and any increase in pay in the last six (6) months shall be used to calculate buyback rate.

**SECTION 8.** However, the employee following his twenty-year anniversary date shall be able to accumulate up to twenty-two and one half (22.5) shifts of annual leave, the City shall have no further obligation to buy the employee's accumulated leave nor will any additional accumulated leave be subject to buy back.

## ARTICLE 23

### DUES AND SUBSCRIPTIONS

**SECTION 1.** The employer agrees to pay all dues, certification fees, recertification fees, and subscription fees for all employees qualified for membership or certification in the following organizations:

- A. Oklahoma State Firefighters Association;
- B. National Registry of Emergency Medical Technicians;
- C. Oklahoma State Emergency Medical Technicians Association.
- D. Pittsburg County Fire Fighters Association

## ARTICLE 24

### INSURANCE

**SECTION 1.** The City shall have no responsibility to offer or provide any insurance to members of the bargaining unit. The City shall pay to the designated representative of the members of the bargaining unit an amount equal to the city's cost in providing each City employee with medical, dental and life insurance or ~~\$395.10~~ **610.66** per bargaining unit member, whichever is more.



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~~For FY 2008-2009 2009-2010 only, the parties have entered into a Memorandum of Understanding on Section 1 Article 24 in form attached hereto as Addendum B which is incorporated herein by this reference. Sun set by its own terms.~~

**SECTION 2.** Should the bargaining agent provide the City thirty days' notice prior to the beginning of a new contract year that they wish to join the City's medical insurance plan, the City agrees to accept all employees subject to acceptance by the City's insurance carrier.

**SECTION 3.** The Employer agrees to payroll deduct dependent coverage for members of the bargaining unit who have authorized and approved such payroll deduction.

## **ARTICLE 25**

### **UNIFORM MAINTENANCE ALLOWANCE**

**SECTION 1.** Each employee shall be responsible for cleaning and laundering of uniforms and maintenance of footwear.

## **ARTICLE 26**

### **LONGEVITY SERVICE PAY**

**SECTION 1.** In addition to the base rate for each position, City agrees to provide a longevity service pay benefit for each member of the bargaining unit, which shall be calculated on a

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basis of five-dollars (\$5.00) per month for each year of continuous service with the City. The longevity benefit shall commence with the fifth anniversary date of employment. Said longevity shall be paid semi-annually in the months of June and December of each calendar year with a maximum benefit of thirty (30) years.

**ARTICLE 27**

**DUES DEDUCTIONS**

**SECTION 1.** City agrees to deduct regular monthly Union dues from earned wages of those members of the bargaining unit. The deduction shall be made from one (1) paycheck each month. The check for the total payment of dues withheld by the City shall be made monthly to the Secretary-Treasurer of the Union.

**SECTION 2.** Employees authorizing deductions shall present an executed authorization card to the City more than thirty (30) days prior to the beginning date of the deduction.

**SECTION 3.** City shall deduct dues only from employee's paycheck, and will not deduct initiation fees, special assessments, fines or other deductions. Deductions shall be at a stated rate throughout the term of the collective bargaining agreement executed herein. No deductions shall be made when the salary to be paid an employee is not sufficient to cover the amount to be deducted.

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**SECTION 4.** All deductions will be for the month in which they are taken. All deductions refundable at the time of termination or resignation shall be refunded by the Union. The City shall not be responsible for errors or omissions. In the case of an error or improper deduction made by the City, a proper adjustment of same shall be made by the Union with the employee affected.

**SECTION 5.** The Union shall indemnify, defend, and hold the City harmless against any and all claims made, and against any suit instituted against the City on account of payroll deduction of Union dues. The cost for the payroll deduction service charged by the City shall be in accordance with the following:

A. All extra work or expense incurred by the City because of requests or delays in furnishing information, materials, or supplies by the Union, or due to the furnishing of indefinite, erroneous or conflicting data shall be paid for or borne by the Union. The charges are to be based upon the City's actual cost and will be due and owing to the City upon delivery of an itemized invoice to the Union;

B. For normal services contemplated by this section, the Union shall be charged \$200.00 per year.

C. City shall not be liable either at law or equity for any damages incurred by the Union which occurs from the City's non-

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performance or delay of the duties and obligations of this covenant, where such non-performance or delay is due to fire, electrical or machine failure, strike, lock-out, governmental order or regulation, or any other failure similar or dissimilar beyond the City's reasonable control.

D. Any member of the Union wishing to stop Union dues deductions shall notify the personnel/payroll office by the first day of each month.

E. Employees in the bargaining unit who are not members of the Union may voluntarily elect to have an amount deducted from their paycheck, which reflects 85% of the monthly Union dues amount. In order to provide for such a voluntary, monthly deduction from a paycheck, an employee must present an executed authorization card to the City more than thirty (30) days prior to the beginning date of the deduction. Further, any such employee may revoke such authorization and such voluntary deduction at any time, upon presenting written notice of revocation to the City more than thirty days prior to the next deduction.

**SECTION 6.** The Employer agrees to make payroll deductions of an IAFF payroll assessment fee in addition to those provided in Section 1 from the paychecks of dues-paying members of the Union. The

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assessment shall be applicable to members who have signed and have on file with the Employer a voluntary, effective, authorized and approved payroll deduction card. The special assessment shall be revocable by the Employee notifying Employer in writing. The Union shall be notified of any revocation.

**ARTICLE 28**

**WAGES**

**SECTION 1.** For FY ~~2009-2010~~ 2011-2012, members will not receive an across the board increase effective as of July 1, ~~2009~~ 2011.

FIREFIGHTERS PAY RANGE

Captains C-19

Lieutenants C-17

Operators C-15

Firefighter II C-13

Firefighter I C-11

Probationary Firefighter C-9

**SECTION 2.**

A. All members of the Fire Department shall obtain State EMT Certification within the first two (2) years of employment with the McAlester Fire Department unless circumstances warrant extending the time period by the Fire Chief. After the first registry obligation there will be no further requirements to

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maintain National EMT Certification status. Each firefighter/officer shall receive an additional \$20.00 per month per training sticker, not to exceed \$470 per month for all stickers and units inclusive and those identified by separate article in Article 36. Only five (5) refresher stickers will be counted toward training sticker incentive pay. The second five (5) training stickers may include one (1) refresher sticker per course only. Each party reserves the right to request reopening this contract if requirements of EMTs change during the course of this contract period.

B. Each firefighter obtaining an Associate's Degree shall receive \$25.00 per month over base salary. Each firefighter obtaining a Bachelor's Degree shall receive \$50.00 per month over base salary. Each firefighter obtaining a Master's Degree shall receive \$75.00 per month over base salary. These educational incentives are not cumulative, and satisfactory proof of qualification must be provided by the firefighter.

C. Each firefighter shall receive an additional \$10.00 a month for obtaining the first instructor certification and \$5.00 a month for the next three (3), with a maximum of \$25.00 a month. Instructor certifications are limited to Instructor Level I,

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Instructor Level II, Fire Cause Determination and Investigation (FCDI), Level I, FCDI, Level II and CPR Instructor.

D. Each firefighter/officer shall receive an additional \$50.00 per month over base salary for obtaining the qualifications required to be a Fire Department Inspector/Investigator.

E. Each firefighter/officer shall receive an additional \$5.00 per month per Hazardous Material Training course not to exceed \$25.00 per month. Each firefighter/officer shall receive an additional \$5.00 per month per Hazardous Material Train-the-Trainer course or Hazardous Material Response Team Instructor (as identified in Article 36, Section 4) not to exceed \$25.00 per month. This incentive is no long obtainable after 07-01-05. Incentives earned under this sub-section prior to 07-01-05 shall continue.

F. Certified EMT instructors shall receive one hundred fifty dollars (\$150.00) a month incentive pay. No more than two EMT instructors will be eligible to receive this pay and the Fire Chief shall be responsible for making the assignments.

G. No more than three employees will be assigned to perform mechanic duties. These employees will receive an additional \$150.00 per month incentive pay. Duties are outlined

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in the Rules and Regulations. Designation of the mechanics and any additional duties and responsibilities shall be solely designated by the Fire Chief.

H. Each firefighter will be paid twenty (\$20) dollars per month for completion of any OSU rescue series and vehicle extrication. This is subject to the incentive limitation as identified in Article 28, Section 2a. All members of the McAlester Fire Department shall obtain and maintain Hazardous Materials Operations Level Certification. Any employee wanting to receive incentive pay and serve on Hazardous Materials Response Team (HMRT) at Technician certification level will be paid an additional seventy-five (\$75.00) per month. Not subject to limitation as identified in Article 28, Sec.2-A. Employees may sign up for this incentive upon completion of the course or each year in July. Employees may remove this incentive after two (2) years of signing up. (This would allow for the choice to be on the HMRT.) Should the number of Techs fall below the required minimum, the Employer may request negotiations and re-open this section of the agreement with ten (10) days notice to the Bargaining Agent.



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I. The Fire Marshal shall receive an additional one hundred fifty dollars (\$150) per month for successfully completing and maintaining CLEET Certification and Bonding.

**SECTION 3.**

A Firefighter shall obtain the rank of Firefighter II after:

- A. The successful completion of Oklahoma State Fire Service Training Recruit School.
- B. The successful completion of EMT basic training and issuance of the Oklahoma State EMT registration.
- C. The successful completion of five (5) Oklahoma State Fire Service training stickers.
- D. Anniversary date shall be date of obtaining rank of Firefighter II.

**SECTION 4.** A new recruit has to have complete OSU training courses A and B, Recognizing and Identifying Hazardous Materials, and Wild Land Fire. Rodney Ragan and Larry Glover shall be grandfathered in as having completed these courses even though OSU Fire Service Training does not recognize that they have completed the course.

## ARTICLE 29

### SAVINGS CLAUSE

**SECTION 1.** If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the invalidity shall not effect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are severable.

**SECTION 2.** It is understood that the foregoing is a complete understanding of all the terms and conditions of employment to be governed by this Agreement during the contract period, and it cannot be altered in any manner save by the complete written concurrence of the parties subscribing hereto.

**SECTION 3.** Any Appendices to this Agreement shall be numbered, dated and signed by the Employer and the Union, and shall be subject to the provisions of this Agreement unless the terms of said Appendices specifically delete or change a provision of this Agreement; and all Appendices shall become part of this Agreement as is specifically set forth herein.

**SECTION 4.** It is understood that all time limits found within this Agreement may be extended by mutual concurrence.

**ARTICLE 30**

**REIMBURSEMENT FOR PERSONAL PROPERTY**

**SECTION 1.** Personal articles necessary to enable Firefighters to better perform their duties that are damaged or broken in the line of duty shall be repaired or replaced at the option of the City; however, with regard to watches, the City's responsibility to repair or replace may not exceed \$75.00.

**SECTION 2.** Personal articles, as contained in this Article, shall include, but are not limited to: 1. Prescription eyeglasses and/or contact lens; 2. Dentures; 3. Hearing aides; 4. Watches; 5. Medical ID jewelry.

**SECTION 3.** A written report of the damage or breakage shall be made to the on-duty Shift Commander when such damage or breakage occurs.

**SECTION 4.** When repair or replacement is necessary, the Firefighter's report stating how, when, and where such damage or breakage occurred shall be forwarded to the Fire Chief.

## ARTICLE 31

### WORKING OUT OF CLASSIFICATION

**SECTION 1.** When an authorized budgeted position is temporarily and/or permanently vacant and the Fire Chief has authority to fill said vacancy, the Fire Chief shall appoint an employee to fill said vacancy on a temporary basis.

**SECTION 2.** After forty-five (45) calendar days from the date of actual vacancy, an employee appointed to fill that position on a temporary basis shall be entitled to receive the base salary pay of that position. Once the position is permanently filled, this working out of classification pay shall cease on the date of the permanent appointment.

## ARTICLE 32

### GARNISHMENTS AND LEVY ON WAGES

**SECTION 1.** Employees shall be expected to pay their bona fide debts so as not to bring discredit to the department and the City.

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**SECTION 2.** Failure to comply with this Article by means of the City being served with a Garnishment and/or Levy on Wages on an employee may be cause for dismissal, providing such employee has had more than two (2) Garnishments and/or Levy on Wages served on the City for process within one (1) calendar year, excluding continuous orders.

**ARTICLE 33**

**UTILITY SUBSIDY**

**SECTION 1.** Each employee residing within the McAlester City limits will be required to pay 100% of his/her municipal utility bill.

**ARTICLE 34**

**SHORT TIME LEAVE**

**SECTION 1.** Fire personnel may take leave off in twelve (12) hour increments, provided such absence does not create manning problems. Such short-time leave shall be deducted from accrued, unused holiday, sick or annual leave, as appropriate under existing criteria for leave usage in Article 17, 18 or 22,

subject to Management or Management's designee's discretion as listed in each specific article.

## **ARTICLE 35**

### **PROMOTION PLANS FOR McALESTER FIRE DEPARTMENT**

**SECTION 1.** The Promotion Board shall consist of five members: City Manager or his designee, Fire Chief, Local 2284 Union President, and two (2) at-large firefighters elected by the Bargaining Unit. The City Manager, Fire Chief, and Union President shall serve as long as they occupy the office described above. The at-large representatives shall serve a period of two (2) years. Each member shall have one (1) vote and the majority of the votes shall be the final decision on Promotion Board matters. The Fire Chief shall serve as Board Chairman.

**SECTION 2.** Eligibility questions and Promotional Issues not contained specifically herein shall be posed to the Promotion Board for a ruling. If such an issue should arise any member will call the Board Chairman and it shall be his purpose to set notice, call meetings, and notify each member when a Promotion Board meeting is required.

**SECTION 3.** All testing for promotion shall contain at least three (3) applicants. In the event there are not three (3)

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applicants eligible as identified in Section 4, the Promotion Board shall recess back one day at a time, utilizing time in service, until at least three (3) applicants are obtained. If more than one applicant falls eligible in the same day that the third applicant has become eligible, then these applicants will likewise be eligible.

**SECTION 4.** Eligibility requirements for promotion shall be:

A. Driver/Operator - Must have been a firefighter for three (3) years without any interrupted service with the McAlester Fire Department.

B. Lieutenant - Must have six (6) years of uninterrupted service with the McAlester Fire Department and three (3) years of the six (6) years must have been as a Driver/Operator.

C. Captain - Must have nine (9) years of uninterrupted service with the McAlester Fire Department and three (3) years of the nine (9) years must have been as Lieutenant.

D. Training Captain/Fire Marshal - Must have nine (9) years of uninterrupted service with the McAlester Fire Department and three (3) years of the nine (9) must have been as a Lieutenant. Must have satisfactorily completed the following O.S.U. Fire Service Training Courses:

Fire/Arson Detection (12 hours),

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Fire Cause Determination and Investigation Level II (72 hours), Fire Instructor Level II

Inspection Practices (60 hours),

Three (3) college hours relating to Fire Inspection Practices or a Fire Service Training Inspection Certificate from O.S.U., and eight (8) weeks of Basic Police Academy Training by C.L.E.E.T.

Should any employee applying not have the required C.L.E.E.T. training or the three (3) college hours relating to Fire Inspection Practices but meet all other criteria, then these requirements shall be waived. The Fire Marshal appointed will have up to one (1) year to successfully complete these requirements unless Management determines that additional time is necessary to complete these requirements.

**SECTION 5.** All tests shall be administered by O.S.U. Fire Service Training and shall consist of 100 multiple choice, true/false, or matching questions; the combination to be determined by O.S.U. Each question shall be worth one (1) point each. For Captain the test questions shall come from the most current edition of the following books: Company Officer, 40 questions; Fire Instructor, 30 questions; Essentials, 30 questions. For Lieutenant the test questions shall come from the



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most current edition of the following books: Company Officer, 35 questions; Fire Instructor, 30 questions; Essentials, 35 questions. For Driver/Operator the test questions shall come from the most current edition of the following books: Apparatus, 60 questions; Essentials, 40 questions. Passing score shall be a minimum of 60 points. If an applicant achieves the minimum passing score, they shall add one (1) point for each year of service over the minimum eligibility requirement for the position; they shall add one (1) point for each year of in grade-service over the minimum eligibility requirements; they shall add one (1) point for each Certified Fire Instructor class (I or II) and one (1) point for each Fire/Arson class (I or II). A practical examination on streets, driving and operation of tools and apparatus utilizing a checklist shall be prepared and agreed upon by both parties on the Driver/Operator exam and a copy of the last street exam be provided to all applicants two weeks prior to the exam. This checklist and street test will be prepared within the Department, with the street test being prepared and the streets chosen on the day of the exam. For Fire Marshal/Training Captain the test questions shall come from the most current edition of the following books: Company Officer, 30

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questions; Fire Instructor, 30 questions; Essentials, 10 questions and Inspection Practices, 30 questions.

**SECTION 6.** The Fire Chief shall make the promotional appointment from either of the top two (2) applicants with the highest total score. If the highest scoring applicant is not chosen the Chief shall give a reasonable explanation of why the highest scoring applicant was not chosen. Scores shall remain valid and eligible for one (1) year. If another vacancy occurs within this one (1) year, the Chief shall then make his appointment from the top two (2) applicants on the eligibility list.

**SECTION 7.** Any employee who has been reduced in rank by administrative action or on his/her own accord will not be eligible to test for that position for a period of one year.

**SECTION 8.** The Chief or his designee shall post an opening for promotion testing within thirty days from the date the position has become vacant.

**SECTION 9.** Any applicant who is eligible to test for any promotion shall notify the Chief in writing within the allotted deadline.

**SECTION 10.** Upon the Fire Chief's promotional appointment the successful appointee will have a performance evaluation in six (6) months to sustain the appointment.

## **ARTICLE 36**

### **DEPARTMENTAL FIRE SERVICE TRAINING**

**SECTION 1.** Basic Continuing Education - Basic fire fighting continuing education shall consist of the following O.S.U. Fire Service courses and the minimum training required for completion of each course.

Unit 1-U1, Forcible Entry, Rope and Portable Fire

Extinguisher-18 hours

Unit 2-U2, Ladder Practices-30 hours

Unit 3-U3, Hose Practices-30 hours

Unit 4-U4, Salvage and Overhaul Practices-24 hours

Unit 5-U5, Fire Stream Practices-48 hours

Unit 6-U6, Fire Apparatus Practices-60 hours

Unit 7-U7, Ventilation Practices-20 hours

Unit 8-U8, Rescue Practices-48 hours

Unit 9-U9, First Aid Practices-40 hours

Unit 10-U10, Inspection Practices-60 hours

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**SECTION 2.** Change over to New System - Both parties agree that the Fire Department shall change over to the new O.S.U. Fire Service record-keeping system on July 1, 1993.

**SECTION 3.** Additional Continuing Education Courses  
Additional fire-fighting continuing education shall consist of the following O.S.U. Fire Service courses, under the new record-keeping system, and the minimum training required for completion of each course.

Unit 11-U11, Basic Strategy and Tactics-30 hours

Unit 12-U12, Firefighter Safety and Protective Equipment-24 hours

Unit 13-U13, Fire Behavior and Chemistry of Fire-24 hours

Unit 14-U14, Self-Contained Breathing Apparatus and Cascade-12 hours

Unit 15-U15, Company Officer-30 hours

Unit 16-U16, Public Fire Education-18 hours

Unit 17-U17, Wild Land Firefighting Fundamentals-16 hours

Unit 18-U18, Leadership for Company Officer-30 hours

Unit 19-U19, Industrial Fire Protection-20 hours

Unit 20-U20, Fire Fighter Health and Safety-36 hours

**SECTION 4.** Hazardous Material Training - Hazardous material training courses shall consist of the following O.S.U. Fire

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Service, N.F.A. Fire Service Training courses and/or Train-the-Trainer hand-off courses and the minimum training required for completion of each course.

Hazardous Materials Incident Analysis-12 hours

Hazardous Materials the Pesticide Challenge-12 hours

Recognizing and Identifying Hazardous Materials-8 hours

Incident Command System-12 hours

Hazardous Materials Response Team Training-36 hours

Hazardous Materials Operations-48 hours

Hazardous Materials Technician-80 hours

LPG Class 12 hours

Emergency Vehicle Driver Training 8 hours

Confined Space Operations 24 hours

Confined Space Rescue 40 hours

Emergency Response to Terrorism 16 hours

Should any of the "Hazardous Material Train the Trainer" courses be discontinued by the O.S.U. or N.F.A., employees having had the course either within the Fire Department or outside the department and being certified as a Level I or II instructor shall then meet the qualifications required to instruct these courses within the McAlester Fire Department and receive the incentive pay attached to these courses.

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Each firefighter who attends Officer and Leadership courses that are only offered through OSU Fire Service Training or National Fire Academy and taught by their instructors will qualify as additional continuing education courses as if listed in Section 3.

**ARTICLE 37**

**PENSION/RETIREMENT**

**SECTION 1.** In accordance with 11 O.S. 49-122, the City shall contribute the statutorily required percentage of the employees' total actual paid gross salaries to the Oklahoma Firefighters Pension and Retirement System.

**SECTION 2.** In accordance with 11 O.S. 49-122, the employee shall contribute eight percent (8%) to the Oklahoma Firefighters Pension and Retirement System. The new conversion calculation shall begin on December 1, 2006.

**SECTION 3.** All other terms of pension and retirement shall be governed by the Oklahoma Firefighters Pension and Retirement System as provided in 11 O.S. 49-100.1 to 11 O.S. 49-143, et al.

## ARTICLE 38

### TRANSFERS

**SECTION 1.** Any Full-time employee working for the City of McAlester excluded as an employee under the terms and conditions of this agreement may transfer into the Fire Department and the Bargaining Unit subject to approval by the Fire Chief and City Manager and pursuant to the terms of the agreement and the following sections.

A. Any full-time employee who is approved for transfer into the Fire Department shall be allowed to transfer annual leave and sick leave accumulation into the Fire Department at a rate of eight (8) hours per day of accumulated leave. Annual leave accrual rates shall be based on time in service as an employee as defined in Article 6 of the Agreement.

B. Any full-time employee who is approved for transfer into the Fire Department shall have longevity figured on continuous time in service with the City of McAlester rather than service with the Fire Department.

C. Any full-time employee who is approved for transfer into the Fire Department shall begin his/her salary at the beginning pay classification, Step One (1) for a

Fire Recruit. However, if the employee has prior documented fire service experience or is at least a Certified EMT he/she may begin his/her salary at Steps Two (2) or Three (3) but still at the same pay grade of a Fire Recruit.

D. Any successful applicant who is not a City employee shall likewise start at the Fire Recruit pay classification, Step One (1) unless he/she has prior documented fire service or is at least a Certified EMT.

He/she too, must start at the Fire Recruit pay classification but start at a higher step grade as described in Section Four.

**SECTION 2.** Fire Department Employees (as defined under Article 6) transferring within the Department from a Line position to a Staff position or from a Staff position to a Line position shall make the conversion pursuant to the terms of the agreement and the following sections or sub-sections.

A. Any employee transferring from a Line position to a Staff position shall be allowed to maintain all annual leave and sick leave accumulations based on the total hours allowed under Article 22 and Article 18.

Example: A) 45 days X 24 hrs = 1080 hours of annual



leave accumulation. B) 90 days X 24 hrs = 2160 hours of sick leave accumulation. The employee may exercise an option to have all hours of accumulation reduced to eight hour days and to be compensated for all excess leave over and above the maximum accumulations on an hour for hour basis at the employee's regular hourly rate of pay. Example: 1200 hours of annual leave accumulation reduced to maximum of 360 hours leaving 840 hours to be bought back by the City at the employee's hourly rate; or 2400 hours of sick leave accumulation reduced to maximum of 720 hours leaving 1680 hours to be bought back by the City at the employee's hourly rate.

B. Any Employee transferring from a Line position to a Staff position shall accrue or earn annual leave and sick leave in the following manner.

1. Employees with less than nine (9) years of service shall not be allowed to transfer from a Line position to a Staff position.

2. Employees with nine years of service shall earn fourteen (14) hours per month of annual leave with pay each calendar year or a total of

twenty-one (21) days per year and shall take annual leave based on eight (8) hours = one (1) day of leave.

3. Staff employees will earn sick leave at a rate of eight (8) hours per month and shall take sick leave based on eight (8) hours = one (1) day of leave.

4. Staff employees will receive thirteen (13) holidays based on eight (8) hours = one (1) holiday.

5. Staff Employees shall begin to earn their leave and Holidays based on an eight (8) hour day (forty (40) hour work-week) on the first (1st) day of the month following the transfer from line to staff. All leave and holidays earned prior to this date will be at the 24-hour day. (Fifty-three (53) hour week)

6. Staff Employees shall work a schedule of eight (8) hours per day five (5) days per week or forty (40) hours per week. The daily and weekly work schedule is flexible and may be scheduled with the approval of the Chief as

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long as forty (40) hours per week are scheduled and worked.

C. Fire Department Employees (as defined under Article 6) transferring within the department from a Staff position to a Line position shall earn and accumulate all leave as listed in the specific article of the agreement for such leave beginning on the first (1st) day of the month the transfer takes place. All leave and holidays earned while employed as a Staff Employee will be at eight (8) hours = one (1) day rate.

**SECTION 3.** Transfers within the same pay grade from Staff to Line position or from Line to Staff position may be allowed only if the employee has tested for and is still eligible to fill a position that is created or has become vacant, or the employee is transferring to a position, either Staff or Line, that the employee formerly held.

**ARTICLE 39**

**ALCOHOL AND DRUG TESTING POLICY**

**SECTION 1. Alcohol and Drug Testing Policy and Purpose**

The purpose of this article is to maintain a work environment that is safe and conducive to high work standards.

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The policy is a joint effort of the City of McAlester and the IAFF Local 2284 for the elimination of substance abuse and the improvement of related job performance. Having a substance abuse problem may render an employee unfit for duty. Such behavior shall not be tolerated and the City will administer a program to educate employees regarding the hazards of substance abuse and to eliminate such abuse. The City's program shall include efforts to rehabilitate employees suffering from substance abuse problems. This policy shall be in accordance with and administered pursuant to OKLA. STAT. title 40, 551, et, seq.: The Oklahoma Standards for Workplace Drug and Alcohol Testing Act, 49 U.S.C. sections 2717 and 1434 of the Federal statutes and the Department of Transportation (D.O.T.) Rules and Regulations found at 40 CFR Part 121 and 40 CFR Parts 382, 391, and 392 and any amendments thereto. Drug or alcohol testing required by and conducted pursuant to federal law or regulation shall be exempt from the provisions of the Standards for Workplace Drug and Alcohol Testing Act and the rules promulgated pursuant thereto.

### **SECTION 2. Effective Date**

This policy will be effective thirty (30) days after official posting and following distribution of the policy to all members of the bargaining unit.

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### **SECTION 3. Application and Violation**

This policy shall apply to all employees of the McAlester Fire Department. Employees who violate any aspect of this policy (including receiving a confirmed positive test or refusing to submit to testing) may be subject to disciplinary action, up to and including termination.

### **SECTION 4. Pre-Placement Testing**

All applicants for position with the McAlester Fire Department shall undergo drug and alcohol testing as part of their physical prior to assignment.

Job applicants shall be tested only after conditional offer of employment. Refusal to undergo a test, or a confirmed positive test, shall be the basis for withdrawing offer of employment.

### **SECTION 5. Random Testing**

A. The City may request or require unit members to undergo drug testing on a random selection basis.

B. "Random selection basis" means a mechanism for selecting employees for drug testing that:

1. Results in an equal probability that any employee from the group of employees subject to the selection mechanism will be selected; and

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2. Does not give the employer discretion to waive the selection of any employee selected under the mechanism.

C. Unit employees shall be randomly tested at the following test rates:

1. The maximum yearly percentage rate for random-controlled substances testing shall be twenty-five (25%) percent of all Fire Department members.

D. The City shall strive to ensure that random-controlled substance tests, conducted pursuant to this article, are unannounced. Following the testing of the pool of Fire Department members, the City will provide the Union President a listing of all members scheduled for testing and those tested.

E. Every unit member who is selected for random drug testing shall proceed to the test site immediately upon notification, unless the unit member is actively performing a safety-sensitive function at the time of notification, which will not reasonably allow his/her replacement. In such cases, the unit member's supervisor shall ensure that the unit member proceeds to the testing site as soon as possible.

F. Unit members will be informed that they have been selected to submit samples after they have arrived at work on the day of collection. Specimen collections shall occur as soon as possible after the beginning of the work shift. Unit members shall be tested only during working hours.

G. Fire Department employees shall be considered a separate pool of employees for purposes of random testing.

**SECTION 6. Reasonable Suspicion**

Drug and alcohol testing may be required of any employee if there is "reasonable suspicion" that the employee is using or has used drugs or alcohol in violation of this policy. Reasonable suspicion is, among other things:

5.1 Observable and articulable phenomena, such as physical symptoms or manifestation of being under the influence of drugs or alcohol while at work or on duty:

5.2 The direct observation of such use while at work or on duty.

5.3 A report of drug or alcohol use while at work or on duty provided by reliable and credible sources and which have been independently corroborated;

5.4 Evidence that an employee is involved in the use, possession, sale, solicitation, or transfer of drugs while on

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duty or while on the employer's premises or operating the employer's vehicle, machinery, or equipment.

No testing under "reasonable suspicion" shall be initiated unless the circumstances are properly reviewed and agreed upon by a least two (2) supervisory-level personnel within the Fire Department. A written record of the observations leading to any drug or alcohol tests shall be created by the supervisor(s) who made such observations within 8 hours of the observed behavior.

### **SECTION 7. Post-Accident Testing**

Post-accident drug and alcohol testing may be conducted on any employee where there has been damage to City property which City reasonably believes at the time exceeds Five Hundred Dollars (\$500.00) or where there has been injury to any employee or third party, or where there exists "reasonable suspicion" that the accident, injury, or damage was a result of the use of drugs or alcohol by the employee.

### **SECTION 8. Post-Rehabilitation Testing**

The City of McAlester may require an employee to undergo drug or alcohol testing without notice for a period of two (2) years after returning to work after a confirmed positive test and/or following participation in a drug or alcohol dependency treatment program. (Post-rehabilitation testing shall be in



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addition to any other testing the rehabilitation program requires.)

**SECTION 9. Substance for Which Test May be Given (Includes Related Metabolites)**

- 9.1 Ethyl Alcohol or Ethanol (beer, liquor, etc.)
- 9.2 Cannabinoids or Marijuana (pot, weed, grass)
- 9.3 Cocaine (including crack)
- 9.4 Amphetamines (including speed)
- 9.5 Opiates (including morphine, codeine, dilaudid, percodan)
- 9.6 Phencyclidine (including angel dust, PCP)

Threshold reporting levels shall be those established and maintained by the Federal Department of Transportation and as utilized by the National Institute for Drug Abuse.

**SECTION 10. Testing Methods and Collection Procedures**

10.1 All collection and testing shall be done in accordance with the rules promulgated by the Oklahoma State Board of Health.

10.2 All sample collection and testing for drugs and alcohol pursuant to the provisions of this article shall be conducted in accordance with the following:

- a. Samples shall be collected and tested by labs deemed qualified by the State Board of Health.

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- b. The collection of samples shall be performed under reasonable and sanitary conditions.
- c. A sample shall be collected in sufficient quantity for splitting into separate specimens pursuant to rules of the State Board of Health to provide for any subsequent independent analysis in the event of challenge of the test results on the main specimen.
- d. Samples shall be collected and tested with due regard to the privacy of the individual being tested. In the instance of urinalysis, no employer shall observe an applicant or employee in the process of producing a urine sample.
- e. Sample collections shall be documented, and the documentation shall include:
  - 1. Labeling of samples so as reasonably to preclude the probability of erroneous identification of test results, and
  - 2. An opportunity for the applicant or employee to provide notification of any information which the applicant or employee considers relevant to the test,

including identification of currently or recently used prescription or non-prescription drugs, or other relevant information.

**SECTION 11. Cost**

The City shall pay all costs of testing for drugs or alcohol required by this policy including confirmation tests required by this policy. If an employee requests a retest of a sample in order to challenge the results of a positive test result, the employee shall pay all costs of the retest. If the retest reverses the findings of the challenged positive test, the City shall reimburse the individual for the cost of the retest.

**SECTION 12. Refusal to Undergo Testing; Tampering with Samples**

Employees refusing to undergo testing according to the terms of this policy shall be subject to disciplinary action up to and including termination. Employees found supplying or attempting to supply an altered sample or a substituted sample, not their own, by whatever means, shall be subject to disciplinary action up to and including termination.

**SECTION 13. Confidentiality**

## **McALESTER IAFF COLLECTIVE BARGAINING AGREEMENT 2011/2012**

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The City shall treat all tests and all information related to such test, including interviews, memoranda, reports, and statements as confidential.

### **SECTION 14. Disciplinary Action**

The City shall not take disciplinary action against any employee who tests positive for drugs or alcohol unless the test is confirmed by a second test performed on the same sample using the methods prescribed by the Oklahoma Standards for Workplace Drug and Alcohol Testing Act. However, this shall not preclude the use of paid leave in cases involving reasonable suspicion.

Non-probationary employees with a previously satisfactory work record will be given an opportunity to continue employment after an initial occurrence of a positive drug or alcohol test. Some period of leave with pay may be granted dependent on the employee's leave accrual for the employee to be enrolled in an approved rehabilitation program.

Continued employment, if offered, shall be contingent upon the employee agreeing in writing to undergo random or periodic drug and/or alcohol post-rehabilitation testing for two (2) years.

If an employee tests positive for drugs and alcohol, said employee may be suspended, demoted, or terminated following a

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pre-termination hearing. Employees refusing to enroll in an approved rehabilitation program shall be terminated.

**SECTION 15.** Upon demand that the employee submit a sample for testing, the employee shall receive a written description of his/her rights, obligations and options, as set forth in subsection 1 below. Thereafter, the employee shall be escorted to the designated medical or collection facility where samples will be given for the purpose of analysis.

**A. RIGHTS OF EMPLOYEES UNDER THE SUBSTANCE ABUSE POLICY FOR THE CITY OF McALESTER**

You, as an employee of the City of McAlester, have been asked to give the City a breath sample for alcohol testing and/or a urine sample for drug testing under the substance abuse policy. You, as an employee, have the following rights:

1. You may refuse to provide the City with the appropriate sample. However, if you refuse, it may result in termination of your employment.
2. If you agree to give a breath and/or urine sample for testing, you will be asked to sign a consent form which authorizes the taking and sending of the sample to the laboratory used by the City to conduct the analysis and to release said results of the analysis to the medical review officer and to the designated Substance Abuse Policy

**McALESTER IAFF COLLECTIVE BARGAINING AGREEMENT 2011/2012**

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Administrator for the City of McAlester, which is the Personnel Director for the City of McAlester.

3. If you agree to be tested, you will be escorted to a medical facility by the applicable supervisor. If you are tested for alcohol and not drugs, you will be returned to work upon a negative finding subject to special instruction for safety-sensitive employees. If positive, you will be unable to return to work for at least twenty-four (24) hours and will be subject to possible disciplinary action. Upon being tested for drugs under reasonable suspicion, post accident, or post vehicular accident testing, you will be suspended with pay. Suspension will be effective immediately after the testing and shall be for the period of time required to process, screen and confirm test results. If your test results are negative, you will be reinstated and all reference to the suspension shall be removed from your personnel file. Random testing and return to duty follow-up testing for drugs does not require immediate suspension.

4. If your test results are positive for drugs or alcohol, you will be given the opportunity to participate in the Employee Assistance Program. Participation in the Employee

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Assistance Program will not avoid any discipline, including termination, which may be imposed.

5. You may, within seventy-two (72) hours on receipt of the drug test results, request the split specimen be analyzed by a different certified laboratory site.

If you request the split specimen test, you will be responsible for its cost unless the test results are negative.

On this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, I \_\_\_\_\_  
Have read the foregoing rights and fully understand them.

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Employee Signature

Prior to testing, the employee shall sign a consent form authorizing: (1) the medical facility to take the specimen; and (2) authorizing the testing laboratory to release the test results to the medical review officer and the designated substance abuse policy administrator. The consent form shall provide space for the employee to acknowledge that he or she has been notified of the substance abuse policy. An employee's refusal to sign the consent form shall constitute a refusal to be tested.

MEDICAL CONSENT AND RELEASE OF INFORMATION

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The undersigned voluntarily consents and agrees, as a condition of employment, to submit to a drug and/or alcohol test, which may include a urine test for controlled substances and/or evidential breath or blood alcohol test by doctors or other qualified persons.

The results of any such examination and tests may be released to the Personnel Director of the City of McAlester, Oklahoma.

I hereby release the physicians, medical facilities, clinics, and their employees, agents and representatives from any and all liability, except for inaccurate test results arising from the release and use of the information discovered in such test including the results of any test and any decision regarding my employment or prospective employment with the City of McAlester, Oklahoma.

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(Employee Signature)

CONFIDENTIALITY OF TESTING RESULTS AND RECORDS

A. The City shall maintain all drug and alcohol test results and related information including, but not limited to, interviews, reports, statements and memoranda, as confidential records separate from other personnel records.



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B. Such records, including the records of the testing facility, shall not be used in a criminal proceeding or a civil or administrative proceeding, except in administrative actions taken by the employer.

C. The records maintained by the City shall be the property of the employer and, upon request of the unit member, shall be made available for inspection and copying to the unit member.

D. The City shall not release records to any person other than the unit member or the City's medical review officer except the list of those scheduled for testing and those who have been tested to the Union President, unless the unit member, in writing following receipt of the test results, has expressly granted permission for the City to release such records or pursuant to valid court order.

E. A testing facility, or any agent, representative or designee of the facility, or any review officer shall not disclose to any employer, based on the analysis of a sample collected from a unit member for the purpose of testing for the presence of drugs or alcohol, any information relating to:

## **McALESTER IAFF COLLECTIVE BARGAINING AGREEMENT 2011/2012**

1. The general health, pregnancy or other physical or mental condition of the unit member;

2. The presence of any drug other than the drug or its metabolites that the City requested to be identified and for which a medically acceptable explanation of the positive result, other than the use of drugs, has not been forthcoming from the unit member, provided however, a testing facility shall release the records of the drug or alcohol test, and any analysis and information related thereto, to the individual tested upon his request.

F. If the test result is negative, the MRO shall only inform the City that the test was negative without disclosing any other information.

### EMPLOYEE ASSISTANCE PROGRAM (E.A.P.)

The City shall maintain either an in-house or contract an "Employee Assistance Program", which at a minimum provides for drug and alcohol dependency evaluation and referral services for substance abuse counseling, treatment or rehabilitation.

### APPEAL PROCEDURES AND REMEDIES

A. Unit members may appeal any discipline imposed as a result of drug or alcohol testing via the grievance procedure.

**McALESTER IAFF COLLECTIVE BARGAINING AGREEMENT 2011/2012**

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B. The Oklahoma Standards for Workplace Drug and Alcohol Testing Act provides that any person aggrieved by a willful violation of the Act may institute a civil action for declaratory or injunctive relief and damages, and provide for misdemeanor penalties for knowing and willful violations of the Act.

C. The party's agreement to random drug testing in no way diminishes, acquiesces, or removes a unit member's civil rights under the U.S. Constitution.

**ARTICLE 40**

**HEALTH AND SAFETY COMMITTEE**

There is hereby established a Health and Safety Committee and responsibilities are as follows:

**SECTION 1.** Committee shall consist of five (5) members, which include one firefighter, one driver, one lieutenant, one captain, and the Fire Chief or his designee.

**SECTION 2.** Any and all recommendations shall be presented to the Fire Chief for action or non-action. If this committee *disagrees with the Chief's action or non-action, the matter shall automatically go to the Safety Officer.*

## **McALESTER IAFF COLLECTIVE BARGAINING AGREEMENT 2011/2012**

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**SECTION 3.** *The Safety Officer will review all details and submit a final report in writing to the Chief and Safety Committee.*

**SECTION 4.** The Committee of Rank will be selected to serve as follows:

- A) Firefighters will designate their representative
- B) Drivers will designate their representative
- C) Lieutenants will designate their representative
- D) Captains will designate their representative

**SECTION 5.** It is understood this committee will act solely as an advisory and non-authoritative committee.

## **ARTICLE 41**

### **AFFILIATION LEAVE**

**SECTION 1.** Any employee who becomes an officer or maintains an appointment on a fire service related board or committee such as Fire Chiefs Association, International Association of Arson Investigators, Oklahoma State Firefighter Pension Board, Oklahoma State Firefighters Association, International Association of Fire Fighters, Professional Fire Fighters of Oklahoma, State Fire Marshals Office at either the state or national level shall be

**McALESTER IAFF COLLECTIVE BARGAINING AGREEMENT 2011/2012**

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given time off of up to one day per month to attend committee meetings, board meetings, or conventions. This leave will not be accumulated from month to month.

**ARTICLE 42**

**SAFE STAFFING LEVELS**

Section 1. The parties agree the McAlester Fire Department is an organization of dedicated professionals who are committed to serving the community by protecting life, property, and the environment through fire and injury prevention, education, fire suppression, and emergency medical response.

Section 2. The parties agree inadequate staffing and non-functioning or antiquated equipment or apparatus have been attributed to serious injury and even a fire fighter fatality over the years. The replacement and maintenance of equipment and apparatus, along with training and fire prevention have been instrumental in preventing further fire fighter fatalities.

Section 3. The parties agree staffing levels have not been adequately increased to properly man the equipment or apparatus and are basically unchanged since 1981. When an ambulance is deployed from a sub-station the response area for fire response

McALESTER IAFF COLLECTIVE BARGAINING AGREEMENT 2011/2012

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is left uncovered most of the time. When two (2) or more ambulances are deployed the City is left without adequate staffing to safely extinguish a house fire. Requests for additional manning have been requested by the Fire Chief almost every year.

Section 4. The parties agree to prioritize staffing and strive to increase staffing to adequate levels consistent with the national recommended minimum staffing level needed to safely and efficiently extinguish a 2000 square foot residential structure. The parties further agree that grants or other funding sources will be sought to offset additional costs to the City.

Section 5. The parties agree that increasing staffing levels will be incremental in nature and cannot fully be accomplished in one fiscal year. A committee made up of three (3) designated representatives of management and three (3) designated representatives of the bargaining unit will agree on the duration of time needed and the incremental number of staff per fiscal year needed to meet the needed staffing level based on revenues available.

McALESTER IAFF COLLECTIVE BARGAINING AGREEMENT 2011/2012

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Section 6. The parties agree a minimum staffing level of forty (40) bargaining unit employees will be the base number of employees for implementing increases in staffing.

McALESTER IAFF COLLECTIVE BARGAINING AGREEMENT 2011/2012

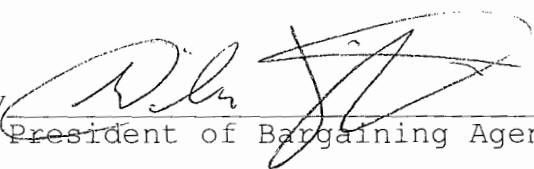
IN WITNESS WHEREOF, the parties hereto have set their hands this  
29 day of June, 2012.

CITY OF McALESTER, OKLAHOMA  
A Municipal Corporation

By \_\_\_\_\_

Mayor of McAlester

INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS  
Local 2284  
Bargaining Agent

By  \_\_\_\_\_  
President of Bargaining Agent

ATTEST:

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

  
Secretary of Bargaining Agent



ATTACHMENT #1

| 4% Union Proposal               |            |            |            |            |            |            |            |            |            |            |
|---------------------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| FIRE<br>CLASSIFIED PAY SCHEDULE |            |            |            |            |            |            |            |            |            |            |
| CLASS                           | 1YR<br>1   | 1YR<br>2   | 1YR<br>3   | 1YR<br>4   | 2YR<br>5   | 2YR<br>6   | 2YR<br>7   | 2YR<br>8   | 2YR<br>9   | 2YR<br>10  |
| F-9                             | \$2,653.00 | \$2,733.00 | \$2,815.00 | \$2,900.00 | \$2,987.00 | \$3,076.00 | \$3,168.00 | \$3,254.00 | \$3,361.00 | \$3,462.00 |
| F-11                            | \$2,813.00 | \$2,897.00 | \$2,984.00 | \$3,073.00 | \$3,166.00 | \$3,260.00 | \$3,359.00 | \$3,459.00 | \$3,563.00 | \$3,670.00 |
| F-13                            | \$2,982.00 | \$3,071.00 | \$3,163.00 | \$3,257.00 | \$3,356.00 | \$3,456.00 | \$3,560.00 | \$3,667.00 | \$3,777.00 | \$3,891.00 |
| F-15                            | \$3,161.00 | \$3,255.00 | \$3,354.00 | \$3,454.00 | \$3,558.00 | \$3,664.00 | \$3,773.00 | \$3,888.00 | \$4,004.00 | \$4,124.00 |
| F-17                            | \$3,350.00 | \$3,451.00 | \$3,554.00 | \$3,661.00 | \$3,770.00 | \$3,883.00 | \$4,001.00 | \$4,120.00 | \$4,244.00 | \$4,371.00 |
| F-19                            | \$3,551.00 | \$3,658.00 | \$3,767.00 | \$3,880.00 | \$3,998.00 | \$4,116.00 | \$4,240.00 | \$4,368.00 | \$4,499.00 | \$4,633.00 |



# McAlester City Council

## AGENDA REPORT

Meeting Date: July 10, 2012  
Department: Finance  
Prepared By: Toni Ervin  
Date Prepared: July 3, 2012

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

### Subject

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

### Recommendation

Motion to approve the budget amendment ordinance.

### Discussion

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

See attached.

### Approved By

Department Head  
City Manager

P. Stasiak

Initial  
T. Ervin

A handwritten signature in cursive script, likely belonging to Toni Ervin.

Date  
7/3/2012

7/3/2012

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**PASSED and the EMERGENCY CLAUSE ruled on separately this 10th day of July, 2012.**

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

By \_\_\_\_\_  
Steve Harrison, Mayor

**ATTEST:**

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

**Approved as to form and legality this 10th day of July, 2012.**

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

**Estimated Revenue or Fund Balance**

| Fund Number | Account Number | Department | Description  | Balance Before Amendment | Amount of Amendment Increase (Decrease) | Balance After Amendment |
|-------------|----------------|------------|--------------|--------------------------|---|-------------------------|
| 01          | 40999          |            | Fund Balance | 151,017                  | 154,490                                 | 305,507                 |
|             |                |            |              |                          |   |                         |
|             |                |            | Total        |                          | 186,864                                 |                         |

## Appropriations

[illegible]

|                  |  |  |  |  |  |  |  |  |  |  |  |
|------------------|--|--|--|--|--|--|--|--|--|--|--|
|                  |  |  |  |  |  |  |  |  |  |  |  |
| FUND INFORMATION |  |  |  |  |  |  |  |  |  |  |  |

|                                |                      |
|--------------------------------|----------------------|
| YTD INFORMATION                |                      |
| Original Budget - Revenues *** | \$ 14,582,512        |
| Amendments - YTD               | 395,527              |
| Current Budget - Revenues      | <b>\$ 14,978,039</b> |
| Original Budget - Expenditures | \$ 14,582,512        |
| Amendments -YTD                | 769,412              |
| Current Budget - Expenditures  | <b>\$ 15,351,924</b> |

\*\*\* Does not include appropriated fund balance.

Approved by the City Council this  
July 10, 2012

Explanation of Budget Amendment:  
Appropriate funds for Fire Personal Services accounts not previously budgeted.

Approved:

**Mayor**

Attest:

| Posted By | Date | BA# | Pkt.# |
|-----------|------|-----|-------|
|-----------|------|-----|-------|

City Clerk

# FY 11-12 Budget Amendments listed by Fund

|     |          |    |                         |   | Revenue   | Expense    | Totals    |           |
|-----|----------|----|-------------------------|---|-----------|------------|-----------|-----------|
| 011 | 9/13/11  | 01 | Highway Safety Grant    | Approp. Funds for Highway Safety Grant            | 33,127    | 33,127     |           |           |
| 020 | 11/8/11  | 01 | General Fund            | Approp Funds for Website Design                   | -         | 24,965     |           |           |
| 023 | 11/8/11  | 01 | General Fund            | Approp Fund for Pay adjustment                    | -         | 2,789      |           |           |
| 024 | 11/8/11  | 01 | General Fund            | Approp Fund for Pay adjustment                    | -         | 14,613     |           |           |
| 035 | 12/13/11 | 01 | General Fund            | Approp Funds for 7 AED's                          | -         | 7,650      |           |           |
| 037 | 1/10/12  | 01 | General Fund            | Approp. Funds for 2 Parks Trucks                  | -         | 56,000     |           |           |
| 042 | 1/24/12  | 01 | General Fund            | Approp. Funds for Mid-Year Review                 | 212,500   | 212,500    |           |           |
| 054 | 3/13/12  | 01 | General Fund            | Approp. Funds for Street Light & FEMA Fire Grant  | 198,750   | 198,750    |           |           |
| 066 | 4/24/12  | 01 | General Fund            | Approp. Funds for additional Worker's Comp        | 134,800   | 134,800    |           |           |
| 069 | 5/8/12   | 01 | General Fund            | Approp. Funds for improvements on A.C. facility   | 24,000    | 24,000     |           |           |
| 073 | 6/12/12  | 01 | General Fund            | Approp. Funds for Backhoe for Cemetery            | -         | 81,004     |           |           |
| 074 | 7/10/12  | 01 | General Fund            | Appropriate funds for Fire Personal Services      | -         | 186,864.00 | 603,177   | 977,062   |
| 014 | 10/11/11 | 02 | MPWA                    | Approp. Fund bal for 2010 CDBG and CiP            | -         | 246,777    |           |           |
| 021 | 11/8/11  | 02 | MPWA                    | Approp. Funds for capital project-Traffic Light   | -         | 20,000     |           |           |
| 025 | 11/8/11  | 02 | MPWA                    | Approp Fund for Pay adjustment                    | -         | 17,754     |           |           |
| 030 | 11/22/11 | 02 | MPWA                    | Approp. Funds for capital projects                | -         | 14,441     |           |           |
| 032 | 11/22/11 | 02 | MPWA                    | Approp Fund for equipment and new employees       | 168,927   | 168,927    |           |           |
| 033 | 12/13/11 | 02 | MPWA                    | Approp. Funds for capital projects                | -         | 31,371     |           |           |
| 039 | 1/10/12  | 02 | MPWA                    | Approp. Funds for Allied Rate Adjustment          | 59,542    | 59,542     |           |           |
| 040 | 1/10/12  | 02 | MPWA                    | Approp. Funds for capital projects                | -         | 36,883     |           |           |
| 043 | 1/24/12  | 02 | MPWA                    | Approp. Funds for Mid-Year Review                 | 153,000   | 153,000    |           |           |
| 045 | 1/24/12  | 02 | MPWA                    | Approp. Funds for capital projects                | 5,300     | 5,300      |           |           |
| 048 | 2/14/12  | 02 | MPWA                    | Approp. Funds for Change order                    | -         | (3,300)    |           |           |
| 050 | 2/28/12  | 02 | MPWA                    | Approp. Funds for capital projects                | 157,500   | 157,500    |           |           |
| 071 | 5/22/12  | 02 | MPWA                    | Approp. Funds for Engineering Fees                | 28,000    | 28,000     | 572,269   | 936,195   |
| 026 | 11/8/11  | 03 | Airport                 | Approp Fund for Pay adjustment                    | (7,275)   | (7,275)    | (7,275)   | (7,275)   |
| 027 | 11/8/11  | 08 | Nutrition               | Approp Fund for Pay adjustment                    | (6,458)   | (6,458)    | (6,458)   | (6,458)   |
| 019 | 10/25/11 | 14 | Police Grant Fund       | Approp Funds for grant for radios                 | 10,000    | 10,000     | 10,000    | 10,000    |
| 056 | 3/13/12  | 19 | Fire Improvement Grant  | Approp. Funds for FEMA Fire Grant                 | 75,000    | 75,000     | 75,000    | 75,000    |
| 006 | 8/23/11  | 21 | Economic Development    | Approp. Fund Bal for ED Proj.                     | -         | 669,000    | -         | 669,000   |
| 010 | 8/23/11  | 24 | Airport Grant           | Approp. Fund Bal for Airport Grant                | 50,000    | 55,750     |           |           |
| 012 | 9/13/11  | 24 | FAA Runway Grant        | Approp. Funds for FAA Runway 02/20 drainage im    | 77,212    | 77,212     |           |           |
| 036 | 1/10/12  | 24 | Airport Grant           | Approp. Fund Bal for Airport Grant                | 1,976,224 | 1,976,224  | 2,103,436 | 2,109,186 |
| 047 | 2/14/12  | 26 | Educational Fund        | Approp. Funds for Schools -Capital projects       | -         | 700,000    | -         | 700,000   |
| 017 | 11/8/11  | 27 | Tourism Fund            | Approp. Fund for partnership                      | -         | 10,290     |           |           |
| 052 | 2/28/12  | 27 | Tourism Fund            | Approp. Funds for capital projects                | 10,000    | 10,000     |           |           |
| 057 | 3/13/12  | 27 | Tourism Fund            | Approp. Funds for Promotional Advertisement       | 9,900     | 9,900      |           |           |
| 059 | 4/10/12  | 27 | Tourism Fund            | Approp. Funds for Promotional Advertisement       | (9,900)   | (9,900)    |           |           |
| 061 | 4/10/12  | 27 | Tourism Fund            | Approp. Funds for tourism brochure reimb.         | 5,618     | 5,618      |           |           |
| 063 | 4/10/12  | 27 | Tourism Fund            | Approp. Funds for McAlester Stampede Trip         | 2,500     | 2,500      |           |           |
| 065 | 4/24/12  | 27 | Tourism Fund            | Approp. Funds for McAlester Sunbelt Classic       | 8,000     | 8,000      | 26,118    | 36,408    |
| 018 | 10/25/11 | 29 | E-911 Fund              | Approp Fund for new personnel positions           | -         | 118,160    |           |           |
| 029 | 11/8/11  | 29 | E911 Fund               | Approp Fund for Pay adjustment                    | -         | 5,418      |           |           |
| 044 | 1/24/12  | 29 | E911 Fund               | Approp. Funds for Mid-Year Review                 | 88,714    | 88,714     |           |           |
| 064 | 4/24/12  | 29 | E-911 Fund              | Approp. Funds for E911 Grant                      | 72,000    | 144,000    | 160,714   | 356,292   |
| 005 | 8/23/11  | 30 | Economic Development    | Approp. Fund Bal for ED Proj.                     | 669,000   | 669,000    |           |           |
| 013 | 10/11/11 | 30 | Economic Development    | Approp. Fund balance for 8 inch Water Main at Tay | -         | 135,150    |           |           |
| 058 | 3/13/12  | 30 | Economic Development    | Approp. Funds for Promotional Advertisement       | 9,900     | 9,900      |           |           |
| 060 | 4/10/12  | 30 | Economic Development    | Approp. Funds for Promotional Advertisement       | (9,900)   | (9,900)    |           |           |
| 062 | 4/10/12  | 30 | Economic Development    | Approp. Funds for McAlester Stampede Trip         | 2,500     | 2,500      |           |           |
| 072 | 6/12/12  | 30 | Economic Development    | Approp. Funds for "re-purposing"                  | -         | (99,258)   | 671,500   | 707,392   |
| 003 | 7/12/11  | 32 | Gifts & Contributions   | Appropriate Fund Balances, etc.                   | -         | 12,384     |           |           |
| 053 | 3/13/12  | 32 | Gifts & Contributions   | Approp. Funds for Donations                       | 4,375     | 4,375      | 4,375     | 16,759    |
| 007 | 8/23/11  | 33 | CDBG Grant Fund         | Appropriate Fund Balances, etc.                   | 142,634   | 233,264    |           |           |
| 016 | 10/11/11 | 33 | CDBG Grant Fund         | Appropriate Fund Balances, etc.                   | 148,000   | 148,000    | 290,634   | 381,264   |
| 028 | 11/8/11  | 35 | Fleet Maintenance       | Approp Fund for Pay adjustment                    | 6,458     | 6,458      |           |           |
| 067 | 4/24/12  | 35 | Fleet Maintenance       | Approp. Funds for additional Worker's Comp        | 66,100    | 66,100     | 72,558    | 72,558    |
| 068 | 4/24/12  | 36 | Worker's Compensation   | Approp. Funds for Worker's Comp premium           | 2,502     | 2,502      | 2,502     | 2,502     |
| 001 | 7/12/11  | 41 | Capital Improvement     | Appropriate Fund Balances, etc.                   | 38,286    | 1,496,933  |           |           |
| 004 | 8/23/11  | 41 | Capital Improvement     | Appropriate Fund Balances, etc.                   | -         | 278,879    |           |           |
| 008 | 8/23/11  | 41 | Capital Improvement     | Appropriate Fund Balances, etc.                   | 38,286    | 52,004     |           |           |
| 009 | 8/23/11  | 41 | Capital Improvement     | Approp. Fund Bal for Airport Grant                | -         | 50,000     |           |           |
| 015 | 10/11/11 | 41 | Capital Improvement     | Approp. Funds for capital projects                | 172,651   | 172,651    |           |           |
| 022 | 11/8/11  | 41 | Capital Improvement     | Approp. Funds for capital project-Traffic Light   | 15,000    | 15,000     |           |           |
| 031 | 11/22/11 | 41 | Capital Improvement     | Approp. Funds for capital projects                | 14,441    | 14,441     |           |           |
| 034 | 12/13/11 | 41 | Capital Improvement     | Approp. Funds for capital projects                | 31,371    | 31,371     |           |           |
| 038 | 1/10/12  | 41 | Capital Improvement     | Approp. Funds for 2 Parks Trucks                  | 56,000    | 56,000     |           |           |
| 041 | 1/10/12  | 41 | Capital Improvement     | Approp. Funds for Utility Maintenance Truck       | 33,383    | 33,383     |           |           |
| 046 | 1/24/12  | 41 | Capital Improvement     | Approp. Funds for capital projects                | 5,300     | 5,300      |           |           |
| 049 | 2/14/12  | 41 | Capital Improvement     | Approp. Funds for Change order                    | (3,300)   | (3,300)    |           |           |
| 051 | 2/28/12  | 41 | Capital Improvement     | Approp. Funds for capital projects                | 157,500   | 157,500    |           |           |
| 055 | 3/13/12  | 41 | Capital Improvement     | Approp. Funds for Street Light                    | 195,000   | 195,000    |           |           |
| 070 | 5/22/12  | 41 | Capital Improvement     | Approp. Funds for HWY 69 Relocate                 | 64,600    | 64,600     | 818,518   | 2,619,762 |
| 002 | 7/12/11  | 42 | Federal Forfeiture Fund | Appropriate Fund Balances, etc.                   | -         | 8,200      | -         | 8,200     |



# McAlester City Council

## AGENDA REPORT

Meeting Date: July 10, 2012  
Department: Finance  
Prepared By: Toni Ervin  
Date Prepared: July 3, 2012

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

### Subject

Consider, and act upon, an Ordinance amending Ordinance No. 2425 which established the budget for fiscal year 2012-2013; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency.

### Recommendation

Motion to approve the budget amendment ordinance.

### Discussion

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

See attached.

### Approved By

Department Head  
City Manager

P. Stasiak

Initial  
T. Ervin

A handwritten signature in black ink, appearing to be "T. Ervin".

Date  
7/3/2012

7/3/2012

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

**AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2425 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2012-2013; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.**

**WHEREAS**, the City Council heretofore adopted Ordinance No. 2425 setting forth the Budget for Fiscal Year 2012-2013 beginning July 1, 2012 and ending June 30, 2013; and

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

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

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

**WHEREAS**, the City Council has determined that the proposed amendment to the FY 2012-2013 Budget, with the revenues and expenditures therein contained, is in the best interest of the City; and therefore, desires to adopt the same by formal action.

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

**SECTION 1:** The proposed amendment to the FY 2012-2013 Budget of the City of McAlester, Oklahoma, as heretofore adopted by Ordinance, as summarized in Exhibit A-1, which is attached hereto and fully incorporated herein by reference, be, and the same hereby are, completely adopted and approved as an amendment to the said FY 2012-2013 Budget.

**SECTION 2:** All portions of the existing FY 2011-2012 Budget, Ordinance No. 2424 except as specifically herein amended, shall remain in full force and effect, and not be otherwise affected by the adoption of the amendatory ordinance.

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

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



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

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

**PASSED and the EMERGENCY CLAUSE ruled on separately this 10th day of July, 2012.**

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

By \_\_\_\_\_  
**Steve Harrison, Mayor**

**ATTEST:**

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

**Approved as to form and legality this 10th day of July, 2012.**

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

| Fund Number | Account Number | Department | Description  | Balance Before Amendment | Amount of Amendment Increase (Decrease) | Balance After Amendment |
|-------------|----------------|------------|--------------|--------------------------|---|-------------------------|
| 30          | 40999          |            | Fund Balance | 96,800.00                | 350,000.00                              | 446,800.00              |
|             |                |            |              |                          |   |                         |
|             |                |            | Total        |                          | 350,000.00                              |                         |

[illegible]

|                                |              |   |
|--------------------------------|--------------|---|
| Original Budget - Revenues *** | \$ 1,320,600 | *** Does not include appropriated fund balance. |
| Amendments                     | -            |   |
| Current Budget - Revenues      | \$ 1,320,600 |   |
| Original Budget - Expenditures | \$ 1,300,008 |   |
| Amendments                     | 350,000      |   |
| Current Budget - Expenditures  | \$ 1,650,008 |   |

Appropriate funds for the Highway 69 Water & Sewer Ext. Project.

Attest:

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

A1113-001



# McAlester City Council

## AGENDA REPORT

|                |               |                  |      |
|----------------|---------------|------------------|------|
| Meeting Date:  | July 10, 2012 | Item Number:     | 3    |
| Department:    | Finance       |                  |      |
| Prepared By:   | Toni Ervin    | Account Code:    |      |
| Date Prepared: | July 3, 2012  | Budgeted Amount: |      |
|                |               | Exhibits:        | None |

### Subject

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.

### Recommendation

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

### Discussion

Various departments have several vehicles and pieces of equipment that are either no longer in service or not repairable. The vehicles and equipment to be declared surplus and sold are:

| Vehicle Number | Make and Model     | Serial and VIN Numbers |
|----------------|--------------------|------------------------|
| Sanitation-2   | 1999 International | 1HTSHADR5YH686374      |
| Sanitation-5   | 1994 International | 1HTSHAAROSH644917      |
| Sanitation-4   | 1995 International | 1HTSHAAR1TH278729      |
|                | 1977 Ford 2 Ton    | C61EVZ07975            |
|                | 1990 Dodge ¾       | 1B7KE2684LS688841      |
|                | 1991 Dodge 1 Ton   | 1B6ME3685MS281468      |

### Approved By

|                 | Initial    | Date      |
|-----------------|------------|-----------|
| Department Head | T. Ervin   | 7/03/2012 |
| City Manager    | P. Stasiak | 7/03/2012 |



# McAlester City Council

## AGENDA REPORT

|                |                                    |                  |                              |
|----------------|------------------------------------|------------------|------------------------------|
| Meeting Date:  | July 10, 2012                      | Item Number:     | 4                            |
| Department:    | Planning and Community Development | Account Code:    |                              |
| Prepared By:   | Dennis Lalli                       | Budgeted Amount: |                              |
| Date Prepared: | July 2, 2012                       | Exhibits:        | Pictures/Resolution/Exh. "A" |

### Subject

Consider, and act upon, a Resolution declaring certain buildings as dangerous by reason of being dilapidated and a detriment to the welfare of the public and community.

### Recommendation

Motion to approve a Resolution declaring certain buildings as dilapidated and subject to removal.

### Discussion

Attached hereto is a list of building locations recommended for removal. They are :

Address, Block and Lot -- Pictures Attached:

1. 45 W. Townsend, Block 117 N.M. Lot11
2. 48 W. Townsend, Block 145 N.M Lot 3
3. 408 No. B, Block 267 Lot 6
4. 218 W. Adams, Block 303 Lot 3
5. 308 W. Adams, Block 304 E 50' Lot 2
6. 528 W. Adams, Block 306 E60' of W 75' of Lot 4
7. 1309 E. Choctaw, Block 338 W1/2 Lot 6
8. 1316 E. Choctaw, Block 369 Lot 1
9. 500 W. Miami, Block 617 Lot 1

### Approved By

|                 | Initial    | Date     |
|-----------------|------------|----------|
| Department Head |            |          |
| City Manager    | P. Stasiak | 07/02/12 |

# **CITY OF MCALESTER DILAPIDATED BUILDINGS**

## **EXHIBIT “A”**

### **Dilapidated Structures for Council Consideration:**

1. 45 W. Townsend
2. 48 W. Townsend
3. 408 No. B
4. 218 W. Adams
5. 308 W. Adams
6. 528 W. Adams
7. 1309 E. Choctaw
8. 1316 E. Choctaw
9. 500 E. Miami

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

**A RESOLUTION OF THE CITY OF McALESTER, OKLAHOMA, DECLARING CERTAIN STRUCTURES AS DILAPIDATED AND DETREMENTAL TO THE HEALTH, SAFETY, OR WELFARE OF THE GENERAL PUBLIC.**

\*\*\*\*\*

**WHEREAS**, the City of McAlester desires to remove all buildings are dangerous by reason of being dilapidated and a detriment to the welfare of the public and community, and which

**WHEREAS**, the procedure for notification, as outlined in Section 18-376 of the McAlester Code of Ordinances has been complied with.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of McAlester, Oklahoma that :

**SECTION 1 :** Those structures listed in exhibit "A" attached and made part of the resolution are determined to be dangerous buildings, and that the welfare of the community will be served by their removal.

**SECTION 2 :** The property owner is given ten (10) days from this date to remove the building.

**SECTION 3 :** The City Manager is authorized to remove structures if not removed in the allowed ten (10) days.

**PASSED and APPROVED** at the the City of McAlester, Oklahoma, and duly signed by the Mayor this 10<sup>th</sup> day of July, 2012 regular meeting of the City Council of

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

**By** \_\_\_\_\_  
**Steve Harrison, Mayor**

**Attest :**

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



45 W TOWNSEND

45

06/21/2012





45 W TOWNSEND

06/21/2012






48 W  
TOWNSEND

48

06/21/2012



A photograph of a two-story house with a damaged roof and overgrown vegetation. The house has light-colored horizontal siding and several windows, some of which appear to be boarded up or missing. The roof is dark and shows significant damage, including a large section missing from the upper right side. The house is surrounded by dense green trees and bushes, with tall, dry grass in the foreground. Handwritten text is visible on the side of the house, and a date stamp is in the bottom right corner.

48  
W TOWNSEND

06/21/2012



408  
N  
"B"

06/21/2012





218 W ADAMS



06/21/2012



218 W ADAMS



06/21/2012



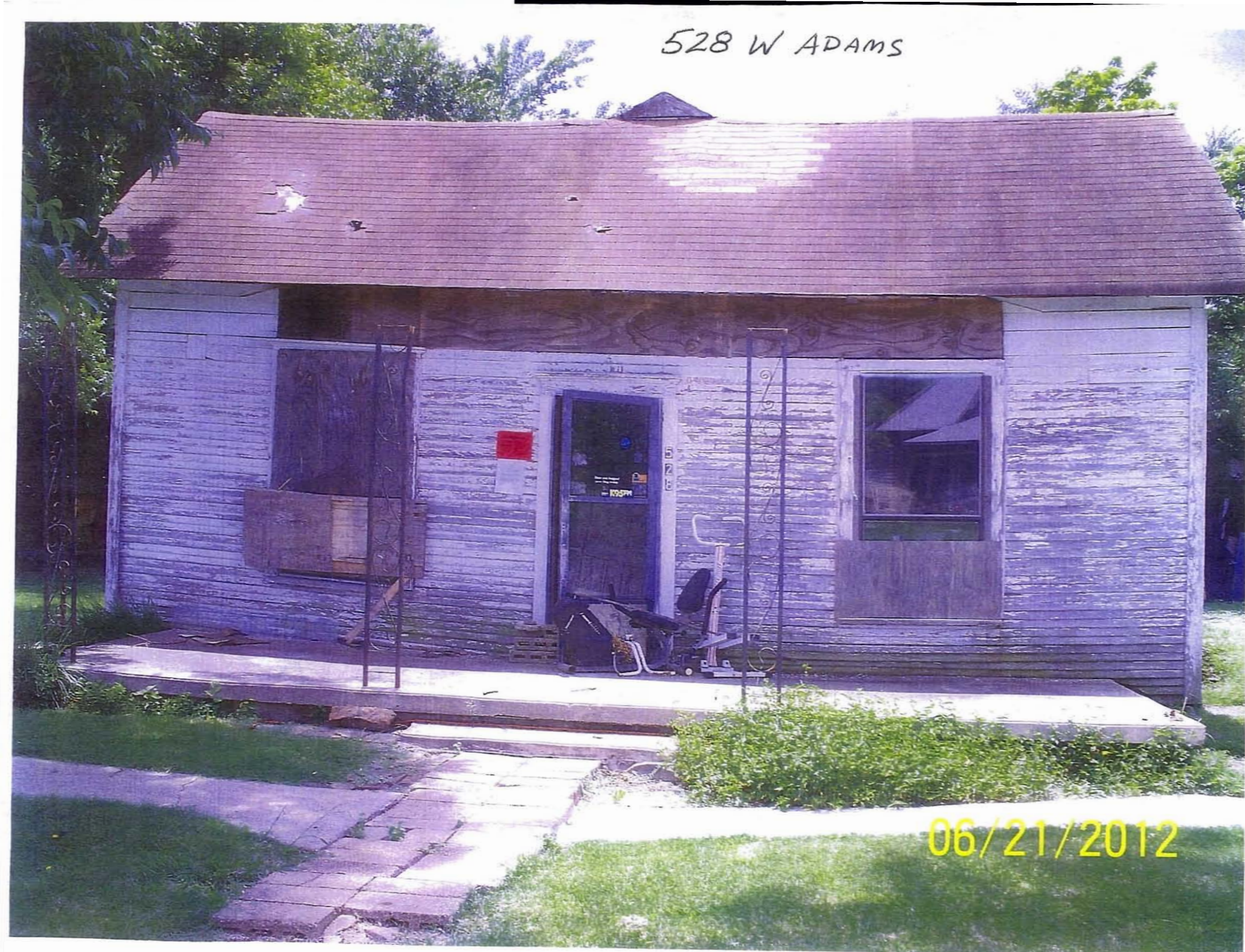
308 W ADAMS

06/21/2012





528 W ADAMS



06/21/2012



1309 E CHOCTAW

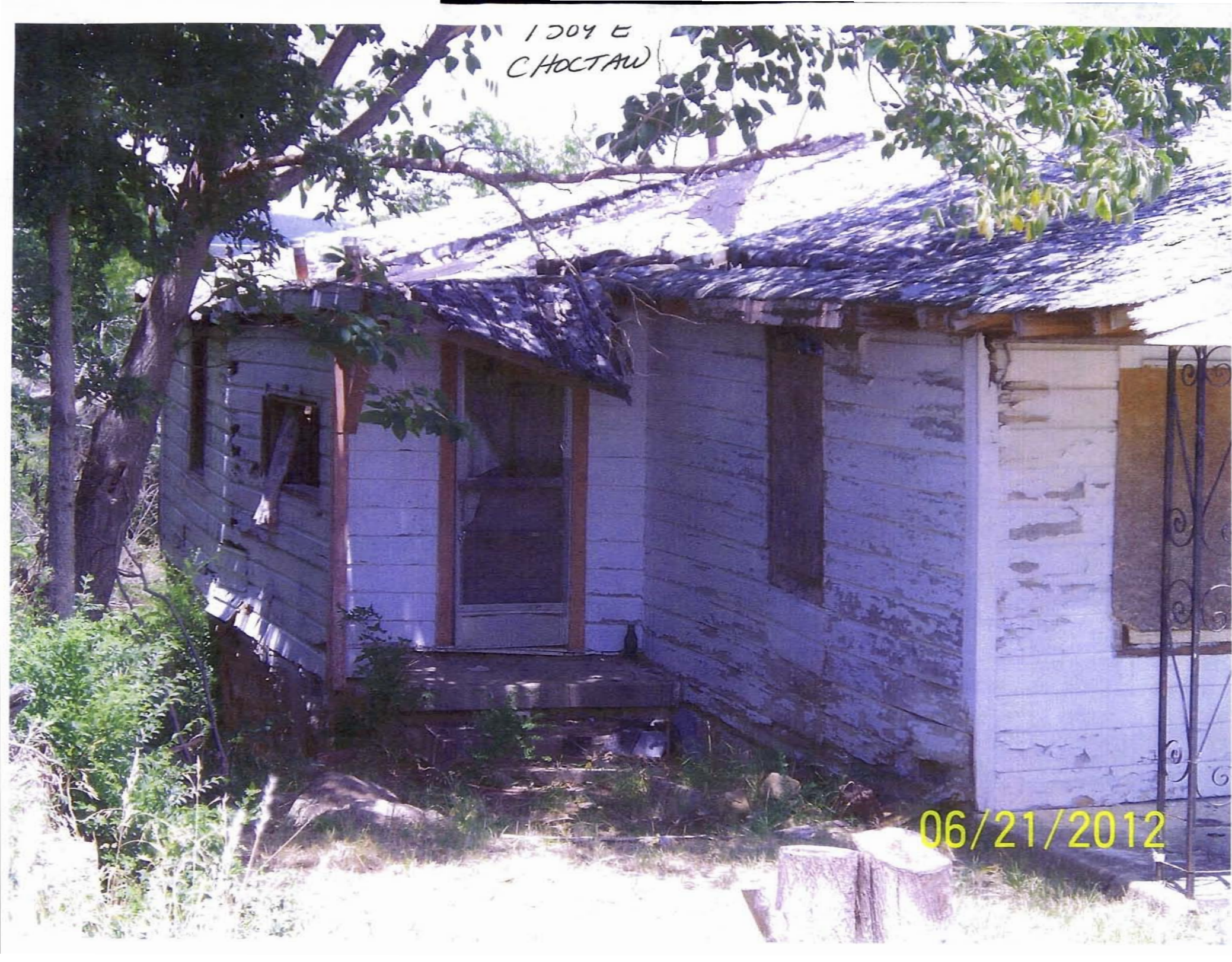


06/21/2012



1509 E  
CHOCTAW

06/21/2012





1316 E CHOCTAW

06/21/2012





1316 E CHOCTAW

06/21/2012



500 W MIAMI

INSULATION

STAR R FOAM

INSULATION

06/21/2012





# McAlester City Council

## AGENDA REPORT

Meeting Date: July 10, 2012  
Department: City Manager  
Prepared By: Peter J. Stasiak  
Date Prepared: July 2, 2012

Item Number: 5  
Account Code:  
Budgeted Amount:  
Exhibits: 1

### Subject

TABLED FROM PREVIOUS MEETING. Consider and act upon, the funding of McAlester Main Street Association in the amount of \$28,000 and for FY 2012-2013.

### Recommendation

Motion to approve the funding of \$28,000 to McAlester Main Street Association for FY 2012-2013 and approval of FY 2012-2013 Budget.

### Discussion

### Approved By

Department Head

City Manager

P. Stasiak

Initial

*PS*

Date

07/02/12

## **CONTRACT**

This Contract is made between the City of McAlester, a municipal corporation ("City") and McAlester Main Street Association, Inc., a non-profit corporation ("MMSA"). In this Contract, either the City or MMSA may also be referred to individually as a "Party" or jointly as the "Parties."

### **WITNESSETH:**

**WHEREAS**, the City of McAlester having been selected as an Oklahoma Main Street Community and desiring to promote and assist McAlester Main Street Association, Inc. in attaining the goals and objectives of such program which are intended to accomplish the economic and commercial development and revitalization of the geographic commercial district, as designated in its plan, hereinafter referred to as the "District", resulting in increased retail sales tax revenues, among other benefits, and to better inform business owners, entrepreneurs, developers and government officials; and

**WHEREAS**, MMSA possesses the knowledge, skills and ability to assist the City in achieving these goals and objectives.

**NOW, THEREFORE**, in consideration of the mutual promises, obligations, representations, and assurances in this Contract, the Parties agree to the following:

### **1. SCOPE OF SERVICES**

- A. MMSA will engage in those activities on behalf of the City in order to achieve the economic and commercial development and revitalization of the "District" and, to promote the general welfare of the community and its citizens.
- B. MMSA will provide technical assistance on behalf of the City to promote and accomplish its announced purpose, goals and objectives to the benefit of the City.
- C. The City and MMSA will jointly establish a set of measurable goals and objectives to provide accountability and assess the effectiveness of MMSA's efforts. Goals shall be as specific as possible. They shall not include service on boards or commissions.
- D. In furtherance of the agreed-upon goals and objectives, MMSA shall provide an action plan to the City within 60 days after the effective date of this Contract and update periodically as appropriate.
- E. MMSA will provide written reports to the City as requested that shall include the current measurements against the goals and objectives. Said reports shall be presented to city manager.
- F. The City will independently monitor MMSA's progress against its goals and objectives and may request written reports from the City's Audit and Finance Advisory Committee. MMSA will provide its full cooperation in the preparation of such reports and will attend Audit and Finance Advisory Committee meetings upon the City's request.
- G. MMSA will provide to the City a written annual performance report on activities within thirty days following the end of the City's fiscal year.

## **2. PAYMENT FOR SERVICES**

- A. In support of MMSA 's normal cost of operations, the City will pay to MMSA a minimum amount of \$28,000.00 during the term of this Contract in monthly payments of \$2,333.33 assist MMSA in accomplishing its goals.
- B. MMSA shall provide appropriate documentation to the City in support of a written request for payment. Requests for payment may be submitted at any time but are limited to no more than one request per calendar month.
- C. The City shall process requests for payments through its normal payment procedures.

## **3. EFFECTIVE DATE AND TERMINATION**

- A. The effective date of this Contract shall be July 1, 2012, and unless otherwise terminated or cancelled as provided below, it shall end on June 30, 2013, at which date this Contract expires without any further act or notice of either Party being required. The Parties are under no obligation to renew or extend this Contract.
- B. The City or MMSA may terminate and/or cancel this Contract, or any part thereof, at any time during its term upon thirty days notice, for any reason without incurring obligation or penalty of any kind. The effective date of notice for termination or cancellation shall be the date of council or MMSA board action providing for said termination or cancellation.
- C. The City's sole obligation in the event of termination is for payment for services rendered by MMSA before the effective date of termination and shall be based on a proportionate share of the total amount provided in this contract, earned to date of termination, as determined by the City.
- D. Notices given under this contract shall be in writing and shall either be personally delivered or sent by first class U.S. mail postage prepaid.

If notice is sent to MMSA, it shall be addressed to MMSAS then known address.

If notice is sent to the City, it shall be addressed to:

City Clerk  
City of McAlester  
City Hall  
First and Washington  
McAlester, OK 74501

- E. Any modifications, amendments, recessions, waivers or releases to this Contract must be in writing and agreed to by both Parties.

## **4. ASSURANCES AND WARRANTIES**

- A. MMSA warrants that all services performed hereunder will be performed in a manner

(2)

that complies with all applicable laws, statutes, regulations, ordinances, and professional standards.

- B. MMSA shall be solely responsible for all costs and expenses incident to the performance of all services for the City.
- C. MMSA shall solely control, direct and supervise all MMSA employees with respect to all obligations under this Contract. MMSA will be solely responsible for the conduct and supervision of any of its employees. Nothing in this Contract is intended to establish an employer-employee relationship between the City and either MMSA or any MMSA employee. All MMSA employees assigned to provide services under this Contract by MMSA shall, in all cases, be deemed employees of MMSA and not employees, agents or subcontractors of the City.

MMSA shall indemnify and hold the City harmless for all claims against the City by any MMSA employee, arising out of any contract for hire or employer-employee relationship between MMSA and any MMSA employee, including, but not limited to, Worker's Compensation, disability pay or other insurance of any kind. Further, MMSA indemnifies City against any claim or action arising from any negligent act committed by MMSA or its employees.

- D. Nothing in this Contract is intended to authorize MMSA to obligate the City regarding any commitment to a third party, including but not necessarily limited to, cash or non-cash incentives and the sale, lease or donation of real or personal property, without the prior specific consent of the city council as evidenced by a recorded majority vote in open session.

## **5. INDEMNIFICATION**

- A. MMSA shall indemnify and hold the City harmless from any and all Claims which are asserted against the City by any person or entity, alleged to have been caused or found to arise, from the acts, performances, errors, or omissions of MMSA or its employees.
- B. MMSA shall have no rights against the City for any indemnification (e.g., contractual, equitable, or by implication), contribution, subrogation, and/or any other right to be reimbursed by the City except as expressly provided herein.
- C. MMSA waives and releases all actions, liabilities, loss and damage including any subrogated rights it may have against the City based upon any claim brought against the City suffered by a MMSA employee.

## **6. GENERAL TERMS AND CONDITIONS**

- A. Access and Records. MMSA will maintain accurate books and records in connection with the services provided under this Contract for 36 months after the end of this Contract, and provide the City with reasonable access to such books and records.
- B. Captions. The section and subsection numbers, captions, and any index to such sections and subsections contained in the Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this contract. Any use of the singular or plural

(3)

number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this contract shall be deemed the appropriate plurality, gender or possession as the context requires.



- C. City Right to Suspend Services. Upon written notice, the City may suspend performance of this Contract if MMSA has failed to comply with Federal, State, or Local laws, or any requirements contained in this Contract. The right to suspend services is in addition to the City's right to terminate and/or cancel this Contract. The City shall incur no penalty, expense, or liability to MMSA if the city suspends services under this Section.
- D. Compliance with Laws. MMSA shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract.
- E. Conflict of Interest. To avoid any real or perceived conflict of interest, MMSA shall refrain from hiring any person who is presently employed by the City, or relatives of any person who are presently employed by the City. Further, MMSA shall notify the City Council if such persons shall serve in any position or office of MMSA
- F. Entire Contract. This Contract represents the entire Contract and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements or Contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.
- G. Force Majeure. Notwithstanding any other term or provision of this Contract, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonable accommodate or mitigate the effects of any law, order, regulation, direction, action, or request of the United States government or of any other government, national emergencies, insurrections, riots, wars strikes, lockouts, work stoppages, or other labor difficulties. Reasonable notice shall be given to the affected Party of any such event.
- H. No Implied Waiver. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Contract. No waiver of any term, condition, or provision of this Contract, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.
- I. No Third Party Beneficiaries. Except as provided for the benefit of the Parties, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be surrogated to the Parties' rights in this Contract, and/or any other right, in favor of any other person or entity.
- J. Reservation of Rights. This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the City.
- K. Severability. If a court of competent jurisdiction finds a term, condition, or provision of this contract to be illegal or invalid, then the term, condition, or provision shall be

(4)

deemed severed from this contract. All other terms, conditions, and provisions of this

contract shall remain in full force and effect. Notwithstanding the above, if MMSA's promise to indemnify or hold the City harmless is found illegal or invalid, MMSA's shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any claims against the City.

L. Survival of Terms and Conditions. The following terms and conditions shall survive and continue in full force beyond the termination and/or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their very nature:

a. "ASSURANCES AND WARRANTIES"

b. "INDEMNIFICATION";

i. "SEVERABILITY; AND

ii. "SURVIVAL OF TERMS AND CONDITIONS"

Executed and adopted upon motion duly made, seconded and passed this \_\_\_\_\_ day of \_\_\_\_\_, 2012, for the City of McAlester.

CITY OF MCALESTER, OKLAHOMA  
A Municipal Corporation

By \_\_\_\_\_  
Steve Harrison

ATTEST:

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

APPROVED AS TO FORM AND LEGALITY:

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

Executed and adopted upon motion duly made, seconded and passed this \_\_\_\_\_ day of \_\_\_\_\_, 2012, for the McAlester Main Street Association, Inc.

McAlester Main Street Association, Inc.

By Kathy Ogden  
~~Cecilia McMahon~~ Secretary

ATTEST

\_\_\_\_\_  
Secretary



## Goals for 2012 2013 Fiscal Yr:

### McAlester Main Street partners with:

State and national Main Street programs  
National Preservation Society  
McAlester Chamber of Commerce  
City of McAlester  
Pride in McAlester  
MPower of McAlester  
Kiamichi Vo-Tech

Local Downtown and Old Town Merchants  
Wal-Mart  
PSO/AEP  
Narconon  
Take McAlester Back  
McAlester news Capitol  
McAlester Radio

US Environmental Protection Agency  
DEQ  
McAlester Public Schools  
Arvest Bank  
First National Bank  
Bank N.A.  
Old Town Association

### McAlester Main Street goals:

- Help preserve and revitalize our Historic downtown
- Help attract small businesses to our Historic downtown
- Hold Main Street events to boost our city sales tax
- Help advertise and promote our Main Street Districts

### Goals for FY 2012:

- Minimum of 6 streetscape committee meetings with guidance to keep on track:
  - RFP's & RFQ's to be generated and sent to prospective Architects and Engineers
  - Aggressively researching funding alternatives
- CultureFest work with Arts in Humanities, The Chamber, and Pride in McAlester with a goal of bringing 5,000 visitors to highlight our historic downtown
- Meet Budget
  - Recruit more corporate sponsors
  - Recruit more support from outside the districts
  - Maintain current membership
  - Fund raisers
- Maintain compliance with state and city contracts
- Complete goals not achieved in FY
- Participate in eligible quality award events that highlight McAlester, such as the Oklahoma State Fair, Main Street Day at the Capitol, etc.

918-423-8888

[www.mcalestermainstreet.com](http://www.mcalestermainstreet.com)

215 East Choctaw Avenue, Suite 112 [mcalestermainst@att.net](mailto:mcalestermainst@att.net)

McAlester, OK 74501

[www.facebook.com/mcalestermainstreet](http://www.facebook.com/mcalestermainstreet)

Corporate Sponsors: First National Bank, The Bank NA, McAlester Radio, City of McAlester, Arvest, BancFirst



# McAlester City Council

## AGENDA REPORT

|                |                               |                  |          |
|----------------|-------------------------------|------------------|----------|
| Meeting Date:  | <u>July 10, 2012</u>          | Item Number:     | <u>6</u> |
| Department:    | <u>Council</u>                | Account Code:    | <u></u>  |
| Prepared By:   | <u>Councilman Travis Read</u> | Budgeted Amount: | <u></u>  |
| Date Prepared: | <u>July 2, 2012</u>           | Exhibits:        | <u></u>  |

### Subject

Discussion on funding options for major street improvements.

### Recommendation

### Discussion

### Approved By

Department Head  
City Manager

P. Stasiak

*Initial*

*PJS*

*Date*

07/02/12

## Linda Daniels

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**From:** Peter Stasiak  
**Sent:** Wednesday, June 27, 2012 1:33 PM  
**To:** Travis Read  
**Cc:** Linda Daniels  
**Subject:** RE: Agenda Item  
Councilman:

This is a great topic. Will do!!!

Pete

---

**From:** Travis Read [mailto:travisread3@yahoo.com]  
**Sent:** Wednesday, June 27, 2012 11:21 AM  
**To:** Peter Stasiak  
**Subject:** Agenda Item

Pete, please place an item on the July 10 regular council meeting for me. "Discussion on funding options for major street improvements."

Thanks.

Travis Read



# McAlester City Council

## AGENDA REPORT

|                |                |                  |   |
|----------------|----------------|------------------|---|
| Meeting Date:  | July 10, 2012  | Item Number:     | 7 |
| Department:    | City Clerk     |                  |   |
| Prepared By:   | Cora Middleton | Account Code:    |   |
| Date Prepared: | July 2, 2012   | Budgeted Amount: |   |
|                |                | Exhibits:        | 4 |

### Subject

Consider, and act upon, a Personal Services Agreement with Jerry W. Mincher for haybaling of City of McAlester Property located south of Highway 31 adjacent to the west side of the Indian Nation Turnpike in the amount of \$857.99.


### Recommendation

Motion to approve a Personal Services Agreement with Jerry W. Mincher for haybaling of City of McAlester Property located south of Highway 31 adjacent to the west side of the Indian Nation Turnpike in the amount of \$857.99.

### Discussion

On June 22, 2012 the City of McAlester opened sealed bid for Haybaling services of approximately 115.11 acres of land lying south of Highway 31 adjacent to the west side of the Indian Nation Turnpike. Only one bid was received.

### Approved By

|                 |            | Initial   | Date     |
|-----------------|------------|---|----------|
| Department Head |            | CM  | 07/02/12 |
| City Manager    | P. Stasiak |  | 07/02/12 |

**Personal Service Agreement**  
**By and Between the City of McAlester and Jerry & Kathy Mincher**

This Personal Service Agreement made and entered into this 10th day of July, 2012, by and between the City of McAlester, Oklahoma (the "City"), an Oklahoma municipal corporation, and Jerry & Kathy Mincher, an individual (the "Contractor") hereinafter collectively referred to as (the "Parties").

**WHEREAS**, the City desires to allow Contractor to bale hay on the following City property:

A tract, piece or parcel of land in the easterly part of Section 9, T5N, R14E, Pittsburg County, State of Oklahoma, more particularly described as follows:

The Point of Beginning being 901.58 feet west of the southeast corner and on the South line of said section; thence S 89°53'03" W along the south line of said section a distance of 2070.77 feet; thence N 00°29'54" E to a point on the east and west ¼ line of said section a distance of 2619.31 feet; thence N 00°05'43" E to a point on the southerly right-of-way line of the M.K. & T. Railroad a distance of 1742.62 feet; thence N 74°03'02" E along the southerly right-of-way line of the M.K. & T. Railroad a distance of 202.79 feet to a point of the westerly right-of-way line of the Indian Nation Turnpike; thence S 23°02'35" E along the westerly right-of-way line of the Indian Nation Turnpike a distance of 3676.60 feet; thence S 66°57'25" W a distance of 25.00 feet; thence S 23°02'35" E a distance of 1108.80 feet to the Point of Beginning.

**WHEREAS**, the Contractor has shown an ability to adequately meet the terms and conditions of this Agreement; and

**NOW THEREFORE**, in consideration of the terms, conditions, and covenants herein set forth, City and Contractor mutually agree as follows:

1. GRANT

For and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the City does hereby grant Contractor the right to bale hay on the following City property: A tract, piece or parcel of land in the easterly part of Section 9, T5N, R14E, Pittsburg County, State of Oklahoma, more particularly described as follows:

The Point of Beginning being 901.58 feet west of the southeast corner and on the South line of said section; thence S 89°53'03" W along the south line of said section a distance of 2070.77 feet; thence N 00°29'54" E to a point on the east and west ¼ line of said section a distance of 2619.31 feet; thence N 00°05'43" E to a point on the southerly right-of-way line of the M.K. & T. Railroad a distance of 1742.62 feet; thence N 74°03'02" E along the southerly right-of-way line of the M.K. & T. Railroad a distance of 202.79 feet to a point of the westerly right-of-way line of the Indian

Nation Turnpike; thence S 23°02'35" E along the westerly right-of-way line of the Indian Nation Turnpike a distance of 3676.60 feet; thence S 66°57'25" W a distance of 25.00 feet; thence S 23°02'35" E a distance of 1108.80 feet to the Point of Beginning (the "Property").

2. TERM

This Agreement shall commence the 10th day of July, 2012, (the "Commencement Date"), and unless terminated earlier in the manner set forth herein, shall terminate on the 30th day of April, 2013 (the "Term").

3. PAYMENT

The Contractor shall pay the City cash equal to Eight Hundred Fifty Seven and .99 Dollars and cents (\$ 857.99 ) for the Term of this Agreement. All sums due to City shall become due and payable within 10 days of approval by the City Council. Any sums due City and not received within five (5) days after the date due shall be grounds for termination of this Agreement without advance notice to Contractor.

4. USE

- A. The Contractor shall actively use the Property as agreed by this Agreement. Failure to bale hay shall be grounds for immediate termination of this Agreement.
- B. The City shall not be responsible or liable to Contractor or anyone claiming by, through, or under Agreement for any costs, expenses, profits, or other compensation whatsoever and Contractor shall, among other things, at its sole cost and expense, furnish all labor, equipment, tools, vehicles, and other forms of transportation, and any other items necessary to bale hay on the Property.

5. TERMINATION

- A. The City reserves the right to terminate this Agreement at any time, for any reason, upon ten (10) days' prior written notice to the Contractor.

6. CONTRACTOR COVENANTS

- A. Contractor shall furnish all equipment and labor to bale and remove all hay from the Property.
- B. Contractor shall conduct all hay baling in a good and workmanlike manner.
- C. Contractor shall not, without prior written consent of City, burn any hay, straw, grass vegetation or stalks on the Property.

7. INDEMNIFICATION

Contractor shall indemnify and save harmless the City against and from any and all claims by or on behalf of any person(s), firm(s), corporation(s), or any other entity arising from Contractor's use of the Property or conduct of its business or from any activity, work, or anything done, permitted or suffered by the Contractor, in or about



the Property, and will further indemnify and save the City against and from any and all claims arising from any breach or default on Contractor's part in the performance of any covenant or agreement on Contractor's part to be performed pursuant to the terms of this Agreement or arising from any act, negligent or intentional, of Contractor, or any of its agents, contractors, servants, employees, visitors, or licensees, and from and against all costs, counsel fees, expenses and liabilities incurred in connection with any such claim, action, or proceeding brought against the City by reason of such claim. Contractor, upon written notice from the City, shall resist and defend, at Contractor's sole cost and expense, such action or proceeding by counsel reasonably satisfactory to City. Contractor hereby waives all claims in respect thereof against the City and agrees to defend and save the City, its agents, contractors, servants, employees, visitors, or licensees harmless from and against any such claim by others.

Contractor agrees to maintain insurance adequate to cover any potential liabilities that may arise as a result of this Agreement, which evidence of said insurance shall be furnished the City Clerk prior to hay baling on City Property.

THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS LEASE.

8. NOTICES

All notices to be given hereunder shall be in writing and may be given, served, or made by (a) depositing the same in the United States Mail addressed to the authorized representative of the party to be notified, postpaid and registered or certified with return receipt requested or (b) through a recognized and bonded local or national professional courier service which provides adequate documentation as proof of transmittal and/or delivery of said notice. Notices shall become effective when actually received.

**Contractor:**

Jerry & Kathy Mincher  
1481 Old Baker Rd.  
McAlester, OK 74501-6973

**City:**

Pete Stasiak  
City Manager  
City of McAlester  
28 E. Washington  
McAlester, Ok. 74501

9. ASSIGNMENT

Contractor shall not sublet, or assign or in any manner encumber this Agreement.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Contractor and the City with respect to the matters covered thereby and shall extend to and is binding upon the heirs, executors, administrators, and personal representatives of the parties hereto.

11. VENUE

This Agreement shall be governed by the laws of the State of Oklahoma and exclusive venue shall be Pittsburg County, Oklahoma.

12. SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

13. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors.

14. MISCELLANEOUS DRAFTING PROVISIONS

This Agreement shall be deemed drafted equally by all parties hereto.

**IN WITNESS WHEREOF**, the parties hereunto signed this Agreement as of the date first above written.

Executed for and on the behalf of the City on the 10th day of July, 2012.

**CITY OF McALESTER**

An Oklahoma Municipal Corporation

**ATTEST:**

\_\_\_\_\_  
Steve Harrison, Mayor

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

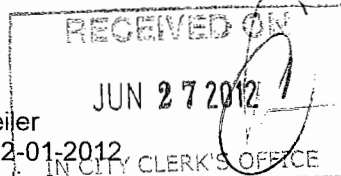
Executed for and on behalf of the Contractor on the 2nd day of July 2013.

**CONTRACTOR**

Jerry W. Mincher

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Joe Ervin, City Attorney



Customer Name: Mincher, Jerry W & Kathryn  
Address: 1481 Old Baker Rd  
McAlester, OK 74501-6973  
Policy: 36-77-1706-1  
Location Address: 1481 Old Baker Rd  
McAlester, OK 74501-6973  
Status: Active

Company: SF Fire  
Servicing agent: Mark Derichsweiler  
Eff date: 12-01-2011 to 12-01-2012  
Description: Homeowners Policy  
Years with State Farm: 9+  
SFPP #: Policy not on SFPP

## Fire Policy Information

### Coverages

| Code | Description                  | Limits                |
|------|------------------------------|-----------------------|
| A    | Dwelling                     | 90,800                |
|      | Dwelling Extension up to     | 9,080                 |
| B    | Personal Property            | 49,940                |
| C    | Loss of Use                  | Actual Loss Sustained |
| L    | Personal Liability           | 1,000,000             |
|      | (Each Occurrence)            |                       |
|      | Damage to Property of Others | 500                   |
| M    | Medical Payments to Others   | 1,000                 |
|      | (Each Person)                |                       |

### Premium Adjustments

| Description            |
|------------------------|
| Home/Auto (Multi-line) |
| Claim Record           |
| RI                     |

### Deductibles

| Type       | Percent | Amount |
|------------|---------|--------|
| Deductible |         | 500    |

The information on this document is presented for general informational purposes only and is not intended to serve as a declaration page or policy.

State Farm Fire and Casualty Company, Bloomington, Illinois

## BID TABULATION SHEET

**Haybailing Lease for Property adjacent to the West easement of  
Indian Nation Turnpiks**

## Bid Opening

**June 22, 2012, 10:30 P.M.**

Bidder

Amount

George Nuneles

857.99

# PROOF OF PUBLICATION

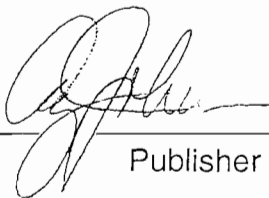
McAlester News-Capital  
500 S. Second, McAlester, OK 74501 • 918-423-1700

I, Amy Johns, am of lawful age, being duly sworn upon oath, deposes and says:  
That I am publisher of McAlester News-Capital, a daily newspaper printed and published in the City of McAlester, County of Pittsburg, and State of Oklahoma, and that the advertisement referred to, a true and printed copy is hereunto attached, was published in said McAlester News-Capital & in consecutive issues on the following dates to wit:

1st insertion.....<sup>4/1</sup>.....2012  
2nd Insertion.....<sup>6/8</sup>.....2012  
3rd Insertion.....2012  
4th Insertion.....2012  
5th Insertion.....2012


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

Publication Fee..... \$ 72.65

  
\_\_\_\_\_  
Publisher

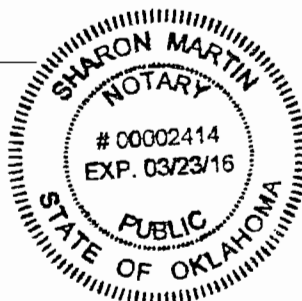
SUBSCRIBED and sworn to before me this

8 day of June, 2012.

  
\_\_\_\_\_  
Notary Public

#00002414

My Commission expires: 03/23/16



(Published in the  
McAlester News-  
Capital June 1 & 8,  
2012.)

## CITY OF MCALESTER

The City of McAlester is soliciting competitive bids for the hay baling of approximately 115.11 acres of property which lies south of the C.R.I. and P. Railroad and State Highway 31, to wit:

A tract, piece or parcel of land in the easterly part of Section 9, T5N, R14E, Pittsburg County, State of Oklahoma, located south of Highway 31 adjacent to the west side of the Indian Nation Turnpike.

The term of this lease shall be for a period of one year. Successful bidder shall agree to all terms and conditions of the Personal Service Agreement. The bidder understands that this bid is only for the right to bale and sell hay on the property and no other rights are granted or implied. Successful bidder must have liability insurance coverage in the amount of \$1,000,000.00.

Sample of Personal Service Agreement may be obtained at the office of the City of McAlester City Clerk.

Sealed bids will be accepted at the Office of the City Clerk, Cora Middleton, City of McAlester, 28 E. Washington, no later than 10:30 a.m. June 22, 2012. Failure to deliver the Bid on time will result in disqualification. Contact person for this bid is Glen Kerns at 918-421-4901.



# McAlester City Council

## AGENDA REPORT

|                |                                   |                  |            |
|----------------|-----------------------------------|------------------|------------|
| Meeting Date:  | <u>July 10, 2012</u>              | Item Number:     | <u>8</u>   |
| Department:    | <u>Public Works - Engineering</u> |                  |            |
| Prepared By:   | <u>John C. Modzelewski, PE</u>    | Account Code:    | <u></u>    |
| Date Prepared: | <u>July 2, 2012</u>               | Budgeted Amount: | <u>N/A</u> |
|                |                                   | Exhibits:        | <u>1</u>   |

### Subject

Consider, and Act Upon, a Pledge and Guarantee document which authorizes the annual renewal of the Participation Agreement with the Association for Landfill Financial Assurance.


### Recommendation

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

### Discussion

The City of McAlester is a member of the Association for Landfill Financial Assurance (ALFA). This document renews the City's membership in ALFA for FY 2012-2013. Membership in ALFA fulfills the requirements of the Oklahoma Department of Environmental Quality for financial assurance landfill closure and post-closure monitoring costs.

### Approved By

|                 | <i>Initial</i>   | <i>Date</i> |
|-----------------|--|-------------|
| Department Head | JCM  | 07/02/12    |
| City Manager    | P. Stasiak  | 07/03/12    |

**Exhibit B**

**PLEDGE AND GUARANTEE**

WHEREAS, The City of McAlester (hereinafter "City") is the beneficial owner of a Municipal Solid Waste Landfill (hereinafter "MSWLF") owned and operated by the McAlester Public Works Authority (hereinafter "Trust"), and

WHEREAS, The City and the Trust are required to comply with financial assurance requirements for the closure of its MSWLF and for post-closure care for thirty (30) years after closing the MSWLF pursuant to RCRA Subtitle D regulations and Oklahoma Department of Environmental Quality rules and regulations, and

WHEREAS, The City and the Trust are in compliance with the aforementioned rules, regulations and laws by its participation as a member of the Association for Landfill Financial Assurance, an Oklahoma not for profit association (hereinafter "ALFA"), such entity being an approved mechanism under the laws of the state of Oklahoma for compliance with all financial assurance requirements, and

WHEREAS, The City and the Trust are required pursuant to the ALFA Participation Agreement to annually reaffirm its membership and pledge and guarantee to provide funding for the closure and post-closure care costs which are currently unfunded, where current estimated closure and post-closure care costs less the current Escrow Balance equals, and is hereinafter referred to as, "Unfunded Costs."

WHEREFORE, The City and the Trust hereby reaffirm and renew their membership in ALFA, (the City through the fiscal year ending June 30, 2013), pursuant to the terms and covenants as contained in said Participation Agreement dated July 25, 1995, an original copy of which is on file in the offices of the Trust.

WHEREFORE, both the City and Trust hereby pledge to pay any Unfunded Costs for the closure costs and post-closure care in the event its MSWLF should close or cease to operate prior to the time full funding has been accumulated in the ALFA Escrow Account according to the terms of the Participation Agreement.

WHEREFORE, both the City and Trust further assign any proceeds of this pledge and guarantee to the ALFA, or its successors or assigns as security for the financial obligations of the City and Trust for closure and post-closure care of its MSWLF and the related obligations under law to the Oklahoma Department of Environmental Quality and/or the United States Environmental Protection Agency in the event the City or Trust fails to comply with applicable Federal and State laws for the closure and post-closure care of the MSW Facility.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
MAYOR

Attest:

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



# McAlester City Council

## AGENDA REPORT

|                |                  |                  |               |
|----------------|------------------|------------------|---------------|
| Meeting Date:  | July 10, 2012    | Item Number:     | 9             |
| Department:    | City Manager     | Account Code:    |               |
| Prepared By:   | Peter J. Stasiak | Budgeted Amount: |               |
| Date Prepared: | July 2, 2012     | Exhibits:        | 1 - Ordinance |

### Subject

Consider, and act upon, amending Solid Waste ordinance, Sec. 106-327 (b) to reflect a 2.5% increase from Allied in the commercial rates listed for FY 2012-2013.

### Recommendation

Motion to approve the amending ordinance.

### Discussion

See attached Ordinance.

### Approved By

|                 |            | Initial  | Date     |
|-----------------|------------|----------|----------|
| Department Head |            | T. Ervin | 7/2/2012 |
| City Manager    | P. Stasiak |          | 7/2/2012 |



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

AN ORDINANCE AMENDING CHAPTER 106, UTILITIES, ARTICLE IV, DIVISION 2. MUNICIPAL COLLECTION SERVICE, SECTION 106-327 (b), CHARGES FOR REMOVAL OF PERMISSIBLE SOLID WASTE; AND DECLARING AN EMERGENCY.

\*\*\*\*\*

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

SECTION 1: CHAPTER 106, UTILITIES, OF THE CODE OF ORDINANCE CITY OF McALESTER, OKLAHOMA, IS HEREBY AMENDED TO READ AS FOLLOWS:

DIVISION 2. MUNICIPAL COLLECTION SERVICE

Chapter 106, Utilities, Article IV., Solid Waste, Division 2, Municipal Collection Service, Section 106-327 (b), Charges for Removal of Permissible Solid Waste:

Sec. 106-327. Charges for removal of permissible solid waste.

- (b) Business establishments, industrial concerns and schools shall be charged on the basis of the schedule of minimum fees.

|                 |                |          |                 |        |
|-----------------|----------------|----------|-----------------|--------|
| Polycart        | 1 pickup/week  | \$ 24.00 | <u>\$ 24.60</u> | /month |
| 2-yard dumpster | 1 pickup/week  | 39.67    | <u>40.66</u>    | /month |
| 2-yard dumpster | 2 pickups/week | 74.33    | <u>76.19</u>    | /month |
| 2-yard dumpster | 3 pickups/week | 109.00   | <u>111.73</u>   | /month |
| 2-yard dumpster | 4 pickups/week | 143.67   | <u>147.26</u>   | /month |
| 2-yard dumpster | 5 pickups/week | 178.33   | <u>182.79</u>   | /month |
| 2-yard dumpster | 6 pickups/week | 213.00   | <u>218.33</u>   | /month |
| 2-yard dumpster | 7 pickups/week | 247.67   | <u>253.86</u>   | /month |
| 4-yard dumpster | 1 pickup/week  | 74.33    | <u>76.19</u>    | /month |
| 4-yard dumpster | 2 pickups/week | 143.67   | <u>147.26</u>   | /month |
| 4-yard dumpster | 3 pickups/week | 213.00   | <u>218.33</u>   | /month |
| 4-yard dumpster | 4 pickups/week | 282.33   | <u>289.39</u>   | /month |
| 4-yard dumpster | 5 pickups/week | 351.66   | <u>360.45</u>   | /month |
| 4-yard dumpster | 6 pickups/week | 421.00   | <u>431.53</u>   | /month |
| 4-yard dumpster | 7 pickups/week | 489.33   | <u>502.59</u>   | /month |
| 6-yard dumpster | 1 pickup/week  | 109.00   | <u>111.73</u>   | /month |
| 6-yard dumpster | 2 pickups/week | 213.00   | <u>218.33</u>   | /month |
| 6-yard dumpster | 3 pickups/week | 317.00   | <u>324.93</u>   | /month |
| 6-yard dumpster | 4 pickups/week | 421.00   | <u>431.53</u>   | /month |
| 6-yard dumpster | 5 pickups/week | 525.00   | <u>538.13</u>   | /month |
| 6-yard dumpster | 6 pickups/week | 629.00   | <u>644.73</u>   | /month |
| 6-yard dumpster | 7 pickups/week | 732.99   | <u>751.31</u>   | /month |
| 8-yard dumpster | 1 pickup/week  | 143.67   | <u>147.26</u>   | /month |
| 8-yard dumpster | 2 pickups/week | 282.33   | <u>289.39</u>   | /month |
| 8-yard dumpster | 3 pickups/week | 421.00   | <u>431.53</u>   | /month |
| 8-yard dumpster | 4 pickups/week | 559.66   | <u>573.65</u>   | /month |
| 8-yard dumpster | 5 pickups/week | 698.33   | <u>715.79</u>   | /month |
| 8-yard dumpster | 6 pickups/week | 836.99   | <u>857.91</u>   | /month |
| 8-yard dumpster | 7 pickups/week | 975.66   | <u>1,000.05</u> | /month |

## SECTION 2: EMERGENCY CLAUSE.

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

PASSED and the EMERGENCY CLAUSE ruled on separately this 10th day of July, 2012.

CITY OF McALESTER, OKLAHOMA  
A Municipal Corporation

SEAL)

By \_\_\_\_\_  
Steve Harrison, Mayor

ATTEST:

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

Approved as to form and legality this 10th day of July, 2012.

By \_\_\_\_\_  
Joe Ervin, City Attorney



# McAlester City Council

## AGENDA REPORT

Meeting Date: July 10, 2012  
Department: City Manager  
Prepared By: Peter Stasiak  
Date Prepared: July 3, 2012

Item Number: 10  
Account Code: \_\_\_\_\_  
Budgeted Amount: Unbudgeted  
Exhibits: (4)

### Subject

Consider, and act upon approving a sewer main extension to serve the South Side of US 69 Bypass.

### Recommendation

Motion to approve Exhibit (A) or Exhibit (B) for a sewer main extension to serve the South Side of US 69 Bypass.

### Discussion

The City of McAlester has an economic development project adjacent to the US 69 Bypass. This project is to include boring under the highway, sewer pipe installation and installing sewer manholes. Two exhibits have been attached for discussion and consideration.

### Approved By

*Initial*

*Date*

Department Head

Peter

July 10, 2012

City Manager

Stasiak



**MEHLBURGER BRAWLEY**

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

**Opinion of Probable Construction Cost**

**City of McAlester**

**7/3/2012**

**Page 1 of 1**

**Sewer Main Extension to Serve Property on South Side of Highway 69**

**Option A: Sewer Main Extension from Choctaw Health Clinic Driveway on 69 Access Road**

| Item  | Description   | Unit        | Qty | Unit Price  | Total Price          |
|---|---|-------------|-----|-------------|----------------------|
| 1   | 10" PVC (SDR-26) Sanitary Sewer   | Linear Feet | 500 | \$ 70.00    | \$ 35,000.00         |
| 2   | 4' Diameter Standard Sanitary Sewer Manhole   | Each        | 6   | \$ 4,000.00 | \$ 24,000.00         |
| 3   | Bore & 16" Steel Encasement (0.375" Wall) on grade including 10" PVC (SDR-26) Restrained Joint Carrier Pipe | Linear Feet | 350 | \$ 330.00   | \$ 115,500.00        |
| 4   | Connection to Existing Manhole  | Each        | 1   | \$ 1,500.00 | \$ 1,500.00          |
| 5   | Project Contingency   | Lump Sum    |     |             | \$ 17,800.00         |
| <b>Construction Total</b>                                   |   |             |     |             | <b>\$ 193,800.00</b> |
| Engineering Fee, Based on Fee Curve                         |   |             |     |             | \$ 21,500.00         |
| Resident Project Representative Fee, Based on Fee Curve     |   |             |     |             | \$ 8,200.00          |
| Surveying Fee   |   |             |     |             | \$ 1,500.00          |
| Easement Acquisition including surveying and legal expenses |   |             |     |             | \$ 7,500.00          |
| ODEQ Permit   |   |             |     |             | \$ 500.00            |
| <b>Total Project Cost</b>                                   |   |             |     |             | <b>\$ 233,000.00</b> |

*The costs shown are estimated costs and represent our best judgment; however these estimated costs are not guarantees that the actual costs will not vary from these estimated costs.*



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

## Opinion of Probable Construction Cost

City of McAlester

7/3/2012

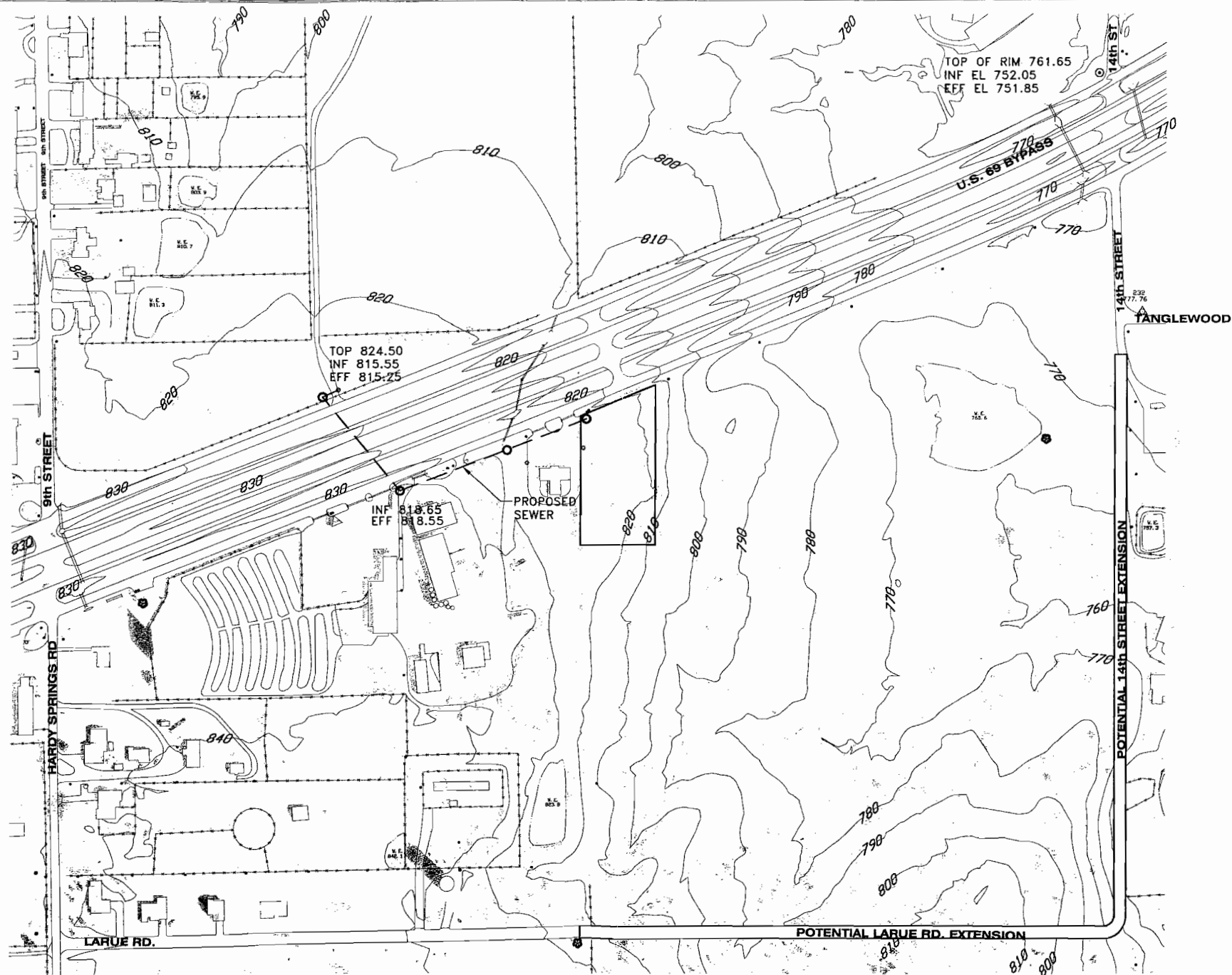
Page 1 of 1

### Sewer Main Extension to Serve Property on South Side of Highway 69

#### Option B: Sewer Main Extension from 14th Street

| Item  | Description  | Unit        | Qty   | Unit Price  | Total Price          |
|---|--|-------------|-------|-------------|----------------------|
| 1   | 8" PVC (SDR-26) Sanitary Sewer   | Linear Feet | 1,875 | \$ 65.00    | \$ 121,875.00        |
| 2   | 4' Diameter Standard Sanitary Sewer Manhole  | Each        | 8     | \$ 4,000.00 | \$ 32,000.00         |
| 3   | Bore & 16" Steel Encasement (0.375" Wall) on grade including 8" PVC (SDR-26) Restrained Joint Carrier Pipe | Linear Feet | 350   | \$ 325.00   | \$ 113,750.00        |
| 4   | Connection to Existing Manhole   | Each        | 1     | \$ 1,500.00 | \$ 1,500.00          |
| 5   | Project Contingency  | Lump Sum    |       |             | \$ 27,525.00         |
| <b>Construction Total</b>                                   |  |             |       |             | <b>\$ 296,650.00</b> |
| Engineering Fee, Based on Fee Curve                         |  |             |       |             | \$ 30,400.00         |
| Resident Project Representative Fee, Based on Fee Curve     |  |             |       |             | \$ 11,300.00         |
| Surveying Fee   |  |             |       |             | \$ 1,500.00          |
| Easement Acquisition including surveying and legal expenses |  |             |       |             | \$ 7,500.00          |
| ODEQ Permit   |  |             |       |             | \$ 650.00            |
| <b>Total Project Cost</b>                                   |  |             |       |             | <b>\$ 348,000.00</b> |

*The costs shown are estimated costs and represent our best judgment; however these estimated costs are not guarantees that the actual costs will not vary from these estimated costs.*



Designed LDB  
Checked RDV  
Drawn WH  
Approved LDB



**MEHLBURGER BRAWLEY**  
THE MERGING OF NRS, INC.  
THE MEHLBURGER FIRM - BRAWLEY ENGINEERING CORP.  
719 S. GEORGE HIGH EXPRESSWAY, MCALISTER, OK. 74501  
(918) 420-5500 - (918) 420-5501 FAX

**CITY OF MCALISTER**  
**MCALISTER, OKLAHOMA**  
**SEWER IMPROVEMENTS**

**EXHIBIT A**

THIS DOCUMENT  
IS PRELIMINARY  
IN NATURE AND  
IS NOT A FINAL,  
SIGNED & SEALED  
DOCUMENT

Job: XX-XX-XX  
Scale: NTS  
Date: JULY 2012  
Sheet: 1 OF 2



Council Chambers  
Municipal Building  
June 26, 2012

The McAlester Airport Authority met in a Regular session on Tuesday, June 26, 2012, at 6:00 P.M. after proper notice and agenda was posted June 25 2012.

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

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

- Approval of the Minutes from the June 12, 2012 Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending June 19, 2012. *(Toni Ervin, Chief Financial Officer)* In the amount of \$730.41.
- Confirm action taken on City Council Agenda Item D, Ratify and approve a one year Financial Advisor Services Agreement between Municipal Finance Services, Inc. and the City of McAlester. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item E, Ratify and approve a one year agreement between the Public Finance Law Group and the City of McAlester, Oklahoma to engage as bond counsel for the purposes of consultation on any contemplated financing which the City or the Authority may undertake. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item F, Ratify and approve a one year Lease No. DTFA07-97-L-01137, Outer Marker, (OM) Site and Access Road, McAlester Municipal Airport, between The United States of America and the City of McAlester, Oklahoma. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item H, authorizing the Mayor to sign a City County Agreement for a Joint Civil Defense/Emergency Management Administration between the Board of County Commissioners of Pittsburg County of Oklahoma and the City of McAlester. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item I, authorizing the Mayor to sign a contract between the City of McAlester Public Works Project and the



Oklahoma Department of Corrections (Prisoners Public Works). *(Peter J. Stasiak, City Manager)*

- Confirm action taken on City Council Agenda Item L, authorizing the Mayor to sign an Equipment Maintenance Agreement between the City of McAlester and BizTel Business Telephone Systems for July 1, 2012 through June 30, 2013. (No increase in service rates – same as last year.) *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 2, Resolution to adopt the McAlester Master Trails Plan.
- Confirm action taken on City Council Agenda Item 3,
  - a) Presentation of the City of McAlester Financial Report ending May 31, 2012. *(Toni Ervin, Chief Financial Officer)*
  - b) Accept and place on file the presentation of the City of McAlester Financial Report ending May 31, 2012.
- Confirm action taken on City Council Agenda Item 4, an award bid to Total Investment Company for future construction of FAA AIP 3-40-0057-011 & 012-2011 and OAC Project #MLCC-12-75 at McAlester Regional Airport. This project is to improve safety area, remove obstruction and improve runway obstacle free area. *(Mel Priddy, Community Services Director)*
- Confirm action taken on City Council Agenda Item 6, approval of On-site shredding agreement with Shred-it for automatic monthly shredding service at City Hall. *(Cora Middleton, City Clerk)*

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

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

NAY: None

Chairman Harrison declared the motion carried.

There being no further business to come before the Authority, Mr. Karr 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, Garvin, Mason, Smith, Read, & Chairman Harrison

NAY: None

Chairman Harrison declared the motion carried.

ATTEST:

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Steve Harrison, Chairman

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Cora Middleton, Secretary

Council Chambers  
Municipal Building  
June 26, 2012

The McAlester Public Works Authority met in a Regular session on Tuesday, June 26, 2012, at 6:00 P.M. after proper notice and agenda was posted June 25, 2012.

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

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

- Approval of the Minutes from the June 12, 2012 Regular Meeting of the McAlester Public Works Authority *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending June 19, 2012. *(Toni Ervin, Chief Financial Officer)* In the amount of \$214,536.30.
- Confirm action taken on City Council Agenda Item D, Ratify and approve a one year Financial Advisor Services Agreement between Municipal Finance Services, Inc. and the City of McAlester. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item E, Ratify and approve a one year agreement between the Public Finance Law Group and the City of McAlester, Oklahoma to engage as bond counsel for the purposes of consultation on any contemplated financing which the City or the Authority may undertake. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item F, Ratify and approve a one year Lease No. DTFA07-97-L-01137, Outer Marker, (OM) Site and Access Road, McAlester Municipal Airport, between The United States of America and the City of McAlester, Oklahoma. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item H, authorizing the Mayor to sign a City County Agreement for a Joint Civil Defense/Emergency Management Administration between the Board of County Commissioners of Pittsburg County of Oklahoma and the City of McAlester. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item I, authorizing the Mayor to sign a contract between the City of McAlester Public Works Project and the Oklahoma Department of Corrections (Prisoners Public Works). *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item L, authorizing the Mayor to sign an Equipment Maintenance Agreement between the City of McAlester and BizTel Business

Telephone Systems for July 1, 2012 through June 30, 2013. (No increase in service rates – same as last year.) *(Peter J. Stasiak, City Manager)*

- Confirm action taken on City Council Agenda Item 2, Resolution to adopt the McAlester Master Trails Plan.
- Confirm action taken on City Council Agenda Item 3,
  - a) Presentation of the City of McAlester Financial Report ending May 31, 2012. *(Toni Ervin, Chief Financial Officer)*
  - b) Accept and place on file the presentation of the City of McAlester Financial Report ending May 31, 2012.
- Confirm action taken on City Council Agenda Item 5, a request from Allied Waste/Republic Services increasing the solid waste collection rate for Residential customers by 2.5% based on the increase in the CPI for Urban Wage Earners and Clerical Workers “All Items Index” Midwest Region, Size Class D (50,000 or less) and the U.S. City Average, other Motor Fuels as of April 2012.
- Confirm action taken on City Council Agenda Item 6, approval of On-site shredding agreement with Shred-it for automatic monthly shredding service at City Hall. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item 8, First Amendment to the Participation Agreement with the Association for Landfill Financial Assurance. *(John C. Modzelewski, P.E., City Engineering and Public Works, Director)*

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

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

NAY: None

Chairman Harrison declared the motion carried.

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

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

NAY: None

Chairman Harrison declared the motion carried.

ATTEST:

\_\_\_\_\_  
Steve Harrison, Chairman

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