



# McAlester City Council

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## NOTICE OF MEETING

### Revised Regular Meeting Agenda

Tuesday, September 11, 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

*Announce the presence of a Quorum.*

#### INVOCATION & PLEDGE OF ALLEGIANCE

Linda Lowber, First Baptist Church

#### ROLL CALL

#### CITIZENS COMMENTS ON NON-AGENDA ITEMS

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

**CONSENT AGENDA**

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

- A. Approval of the Minutes from the August 28, 2012 Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for August 22 through September 4, 2012. *(Toni Ervin, Chief Financial Officer)*
- C. Concur with Mayor's Re-appointment of John Goodyear to the McAlester Community Tree Board for a term to expire September, 2014. *(Steve Harrison, Mayor)*
- D. Concur with Mayor's Re-appointment of Doris Hackler to the McAlester Community Tree Board for a term to expire September, 2014. *(Steve Harrison, Mayor)*
- E. Concur with Mayor's Re-appointment of Karen Harrison to the McAlester Community Tree Board for a term to expire September, 2014. *(Steve Harrison, Mayor)*
- F. Concur with Mayor's Appointment of David Cantrell to the McAlester Community Tree Board for a term to expire September, 2013. *(Steve Harrison, Mayor)*

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

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

- AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 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 AMENDING SECTIONS 106.71(A) AND 106.71(C) OF THE MCALESTER CITY CODES FIXING WATER RATES; AND DECLARING AN EMERGENCY.

**SCHEDULED BUSINESS**

1. Tabled - Discussion and possible action, on a Resolution put forward by the Gaines Creek Association of Free Will Baptist opposing the removal of figurines depicting U.S. Military Kneeling in Silent Prayer from the 3<sup>rd</sup> Street intersection and asking the City of McAlester to reverse the decision and reinstall the silhouette. *(Peter J. Stasiak, City Manager)*

**Executive Summary**

Discussion and possible action, regarding silhouettes on City street signs.

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, an Ordinance amending Ordinance 2235 Sections 106.71 (a) and 106.71 (c) of the McAlester City Codes Fixing Water Rates and Declaring an Emergency. *(Toni Ervin, Chief Financial Officer)*

**Executive Summary**

Motion to approve Ordinance amending Sections 106.71 (a) and 106.71 (c) of the McAlester City Codes.

4. Consider and act upon awarding bid in the amount of \$27,171.00, for one new and unused One Ton Truck for the Waste Water Maintenance Department. *(Peter J. Stasiak, City Manager)*

**Executive Summary**

Motion to approve the award of bid to Nix Ford, McAlester, Oklahoma, for the purchase of one (1) New and Unused 2012 F-350 1 Ton Truck.

5. Consider, and act upon, the Collective Bargaining Agreement between the City of McAlester and the International Association of Fire Fighters (IAFF) Local No. 2284, effective July 1, 2012 through June 30, 2013 and to include 2012-2013 Memorandum of Understanding. *(Peter J. Stasiak, City Manager)*

**Executive Summary**

Motion to accept the IAFF 2012-2013 Collective Bargaining Agreement; this includes a 2012-2013 Memorandum of Understanding.

6. Final review of Marketing Alliance Agreement with City Attorney changes and comments. *(Peter J. Stasiak, City Manager)*

**Executive Summary**

The agreement was approved on August 28, 2012, subject to City Attorney changes. This is a final review of Market Alliance Agreement with City Attorney recommended changes.

**NEW BUSINESS**

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

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

- Report on activities for the past two weeks.

**REMARKS AND INQUIRIES BY CITY COUNCIL**

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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 August 28, 2012 Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending September 4, 2012. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 6, final review of Marketing Alliance Agreement with City Attorney changes and comments. *(Peter J. Stasiak, City Manager)*

**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 August 28, 2012 Special Meeting of the McAlester Public Works Authority *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item B, regarding claims ending September 4, 2012. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 3, an Ordinance amending Ordinance 2235 Sections 106.71 (a) and 106.71 (c) of the McAlester City Codes Fixing Water Rates and Declaring an Emergency. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 4, awarding bid in the amount of \$27,171.00, for one new and unused One Ton Truck for the Waste Water Maintenance Department. *(David Medley, PE, Director of Utilities)*
- Confirm action taken on City Council Agenda Item 6, final review of Marketing Alliance Agreement with City Attorney changes and comments. *(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 (B) (4) et.seq. Oklahoma Statutes, to wit:*

- 1) Proposed executive session pursuant to Title 25, Sec. 307 (B) (4) for Confidential communications between a public body and its attorney concerning a pending investigations, claims, or actions, more particularly: City of McAlester v. Randy Green, Case No. C-06-844; Jerry McCormick v. McAlester, USDC ED OK 11-CV-166; Michelle & Jerry McCormick v. McAlester, et.al., USDC ED OK 12-CV-62

**RECONVENE INTO OPEN SESSION**

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

**ADJOURNMENT**

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**CERTIFICATION**

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

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**Cora M. Middleton, City Clerk**

Council Chambers  
Municipal Building  
August 28, 2012

The McAlester City Council met in Regular session on Tuesday, August 28, 2012, at 6:00 P.M. after proper notice and agenda was posted, August 27, 2012, at 11:25 A. M.

**Call to Order**

Mayor Harrison called the meeting to order.

Mother Stephanie Swinnea, All-Saints Episcopal Church gave the invocation and lead the Pledge of Allegiance.

**Roll Call**

Council Roll Call was as follows:

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

Absent: None

Presiding: Steve Harrison, Mayor

Staff Present: Peter J. Stasiak, City Manager; Brett Brewer, Fire Chief; Mel Priddy, Community Services Director; David Medley, Utilities Director; William J. Ervin, City Attorney and Cora Middleton, City Clerk

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

There were no comments.

**Consent Agenda**

- A. Approval of the Minutes from the July 24, 2012 Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of the Minutes from the July 31, 2012 Special Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- C. Approval of the Minutes from the August 14, 2012 Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- D. Approval of Claims for August 8, 2012 – August 21, 2012. *(Toni Ervin, Chief Financial Officer)* In the following amounts: General Fund - \$187,971.02; Parking Authority - \$82.56; Nutrition - \$2,320.95; Landfill Res./Sub-Title D - \$2,950.00; Tourism Fund - \$339.84; SE Expo Center - \$16,385.28; E-911 - \$127,722.95; Economic

Development - \$6,600.00; Fleet Maintenance - \$10,021.35 and Dedicated Sales Tax - \$2,500.00.

- E. Designate Saturday, October 27, 2012, as “Make a Difference Day” for the City of McAlester. *(Cora Middleton, City Clerk)*
- F. Concur with Mayor’s Appointment of Gary Bryant to the McAlester Ethics Board for a term to expire July, 2015. *(Steve Harrison, Mayor)*
- G. Concur with Mayor’s Appointment of Steven Brook to the McAlester Personnel Board for a term to expire July, 2016. *(Steve Harrison, Mayor)*
- H. Approval of \$700.00 expenditure for Mayor Steve Harrison to attend the Oklahoma Municipal League 2012 Annual Conference & Exposition to be held in Oklahoma City, September 25-27. *(Peter J. Stasiak, City Manager)*
- I. Consider and Act Upon, authorizing the Mayor to sign the Emergency Medical Technician Basic, Intermediate and Paramedic Field Clinical Agreement between Kiamichi Technology Center and the City of McAlester. *(Brett Brewer, Fire Chief)*
- J. Accept and place on file the McAlester Public Schools Quarterly Update on Roofing Project. *(Marsha Gore, Superintendent)*

Councilman Read requested that item “F” be removed for individual consideration, Councilman Smith requested that item “I” be removed for individual consideration and Mayor Harrison requested that item “H” be removed for individual consideration.

A motion was made by Councilman Smith and seconded by Councilman Read to approve Consent Agenda items “A, B, C, D, E, G, and J.”

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

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

Mayor Harrison declared the motion carried.

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

- F. Concur with Mayor’s Appointment of Gary Bryant to the McAlester Ethics Board for a term to expire July, 2015. *(Steve Harrison, Mayor)*

A motion was made by Councilman Karr and seconded by Vice-Mayor Mason to concur with the Mayor’s appointment of Gary Bryant to the McAlester Ethics Board for a term to expire July, 2015.

Before the vote, Councilman Read stated that he opposed this appointment because of the possible conflict of interest with Mr. Bryant's employment with the McAlester Regional Health Center and Councilman Smith's membership on the Hospital's Board of Directors.

Councilman Karr asked if this was a new appointment or a re-appointment.

Mayor Harrison commented that Councilman Read had made a good point and if there was agreement with Councilman Karr and Vice-Mayor Mason he would withdraw this appointment.

Both Councilman Karr and Vice-Mayor Mason agreed and Mr. Bryant's appointment was withdrawn.

- H. Approval of \$700.00 expenditure for Mayor Steve Harrison to attend the Oklahoma Municipal League 2012 Annual Conference & Exposition to be held in Oklahoma City, September 25-27. *(Peter J. Stasiak, City Manager)*

Vice-Mayor Mason moved to approve the expenditure of \$700.00 for Mayor Steve Harrison to attend the Oklahoma Municipal League 2012 Annual Conference & Exposition to be held in Oklahoma City, September 25-27. The motion was seconded by Councilman Read.

Before the vote, Mayor Harrison commented that he had removed this item from the Consent Agenda so it could be voted on separately. There was no further discussion and the vote was taken as follows:

AYE: Councilman Read, Karr, Garvin, Mason, Smith & Titsworth

NAY: None

ABSTAIN: Mayor Harrison

Mayor Harrison declared the motion carried.

- I. Consider and Act Upon, authorizing the Mayor to sign the Emergency Medical Technician Basic, Intermediate and Paramedic Field Clinical Agreement between Kiamichi Technology Center and the City of McAlester. *(Brett Brewer, Fire Chief)*

Councilman Read moved to authorize the Mayor to sign the Emergency Medical Technician Basic, Intermediate and Paramedic Field Clinical Agreement between Kiamichi Technology Center and the City of McAlester. The motion was seconded by Councilman Karr.

Before the vote, there was a brief discussion among the Council regarding whose insurance would cover the students when they were riding on the ambulances.

Chief Brewer informed the Council Kiamichi Vo-Tech carried a policy that would cover the students. There was no further discussion, and the vote was taken as follows:



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

Mayor Harrison declared the motion carried.

A motion was made by Councilman Read and seconded by Councilman Smith to open a Public Hearing to address an Ordinance amending the budget for Fiscal Year 2012-2013. There was no discussion, and the vote was taken.

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

Mayor Harrison declared the motion carried, and the Public Hearing was opened at 6:10 P.M.

### **Public Hearing**

- 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.

There were no comments from the Public or the Council and Councilman Smith moved to close the Public Hearing. The motion was seconded by Councilman Read and the vote was taken as follows:

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

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

### **Scheduled Business**

1. Discussion and possible action, on a Resolution put forward by the Gaines Creek Association of Free Will Baptist opposing the removal of figurines depicting U.S. Military Kneeling in Silent Prayer from the 3<sup>rd</sup> Street intersection and asking the City of McAlester to reverse the decision and reinstall the silhouette. *(Peter J. Stasiak, City Manager)*

Executive Summary

Resolution put forward by the Gaines Creek Association of Free Will Baptist.

Mayor Steve Harrison opened the floor stating that he was thankful for everyone in attendance and thankful to live in a country where religion and government could be discussed openly. He then explained the procedures to be followed during the meeting.

Manager Stasiak explained how Mr. Wallace had become active in supporting the City of McAlester in various ways. He added that over a year ago Mr. Wallace had addressed the possibility of installing the silhouettes throughout the City. Manager Stasiak explained that a

pilot project had been conducted to see if the silhouettes would withstand the weather and not damage the street signs. He stated that about six (6) or seven (7) months ago he received a call from a citizen stating that the sign of the cross was being displayed on City property. He added that he contacted the City Attorney and the City Attorney advised that in keeping the City neutral the silhouettes displaying the symbol of the cross should be removed. Manager Stasiak stated that he then instructed a City crew to remove any silhouettes that displayed the sign of the cross and return them to Mr. Wallace. He commented that about a month ago another citizen had brought this to the attention of the newspaper and other media outlets.

City Attorney Ervin explained that the memorandum that had been furnished to the Council by Joe Ervin and in his opinion the law expressed in that memorandum was solid. He added that given the facts of this particular case that when the law was applied it would be a violation of the establishment clause of the U.S. Constitution. He further stated that in the City Attorney's opinion it would be a violation of the law for the City to put those silhouettes up.

Mayor Harrison stated that since this item had been placed on the agenda by the public, the citizens would be allowed to speak.

Mr. James Prince, Lonnie Palmer, Jr., Fred Morrison, Brett Jarrett, Art Dodd, Kevin Davies, William Murdock, Jay Stanfield, Julie Steadman, Joe Watkins, David Choate, and Tim Russell each addressed the Council regarding their concern of the removal of the silhouettes and support for having the silhouettes reinstalled on the City streets.

Mayor Harrison clarified that the issue was the symbol of the cross.

There was discussion among the Council regarding the grey area that this fell into, possibly tabling this matter for further information, and the support from some of the Council for the reinstallation of the silhouettes. During this discussion, Councilman Smith moved to table this matter for more information on what the law said. The motion was seconded by Councilman Titsworth.

Mayor Harrison once again thanked everyone for attending the meeting. There was no further discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

Mayor Harrison recessed the Council for a short break stating that the meeting would reconvene at 7:25 P.M.

The meeting was reconvened at 7:25 P.M.

2. Discussion of CDBG 2012 Grant. *(Peter J. Stasiak, City Manager and Danny Baldwin, Executive Director, KEDDO)*  
Executive Summary

Review of the CDBG 2012 Grant.

Manager Stasiak addressed the Council stating that at the last meeting he had reported that the City had missed out on the funding for the 2012 CDBG Small Cities Grant because of a grant still being open from 2010. He explained that the City of McAlester had received the notice of removal of contract conditions which meant the City could proceed on the 2010 CDBG Small Cities Grant. He informed the Council that the issue was that the City did not have enough of the 2010 Grant completed to apply for the 2012 Grant. He stated that Danny Baldwin for KEDDO was in attendance to help answer any questions. Manager Stasiak reviewed the steps that had been completed for the 2010 Grant and informed the Council that the individual that had been working with the City on the CDBG Grants was no longer employed with KEDDO. He added that going forward to help insure that this would not happen in the future Pam Kirby would be involved in the grant application process.

There was a lengthy discussion among the Council, Manager Stasiak and Mr. Baldwin regarding the communication problems, how McAlester was unique in the grant application process, how Mr. Baldwin would be the individual involved in the oversight of the application process going forward, at what point the City lost illegibility for the grant, if there had been any notice from the Oklahoma Department of Commerce regarding the possible loss of the funding, if there were any alternatives to KEDDO for grant administration, if KEDDO actively searched for other grants that might be available to the City, what the City did to insure that grant money was spent in time, establishing a better line of communication and if the City would continue to use KEDDO in the Future.

Manager Stasiak stated that he would make that decision next week.

There was no vote on this item.

3. 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.

### **ORDINANCE NO. 2436**

**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.**

A motion was made by Councilman Smith and seconded by Councilman Read to approve **ORDINANCE NO. 2436**, amending Fiscal Year 2012-2013 to appropriate funds for the award from the Strategic Military Planning Commission.

Before the vote, Manager Stasiak explained that this would be a matching 10% Grant to improve an area at the Airport to allow the landing of a C130 plane. He added that it was a grant in the

amount of \$133,000.00 with a matching amount of \$14,780.00 from the City. There was no other discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

A motion was made by Vice-Mayor Mason to approve the EMERGENCY CLAUSE. The motion was seconded by Councilman Read and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

4. Consider, and act upon, authorizing a change in the rental fee for Bren Air Inc. from 5.0% of gross fuel sales to a flat rate of \$.10/gallon of fuel pumped at the McAlester Regional Airport. *(Peter J. Stasiak, City Manager)*

Executive Summary

Motion to approve and act upon a change in the rental fee for Bren Air Inc. from 5.0% of gross fuel sales to a flat rate of \$.10/gallon of fuel dispersed and authorizing the Mayor to sign the agreement.

A motion was made by Councilman Garvin and seconded by Councilman Karr to authorize a change in the rental fee for Bren Air Inc. from 5.0% of gross fuel sales to a flat rate of \$.10/gallon of fuel dispersed and authorizing the Mayor to sign the agreement.

Before the vote, Manager Stasiak addressed the Council informing them that the terms of the contract with Bren Air, Inc. was to pay the City a monthly rental fee of 5% of the gross fuel sales at the airport. He added that staff had analyzed the surrounding cities and states for comparable rates and found that no communities were receiving a percentage of gross sales. He stated the average for Oklahoma cities was \$.09/gallon, the surrounding states with similar size populations was \$.052/gallon with the average for all communities referenced to be \$.071/gallon. Manager Stasiak commented that with the rising cost of fuel, Bren Air, Inc. has had to raise its cost to furnish fuel to cover the 5% fee paid to the City and with this change it would allow Bren Air, Inc. to remain competitive in the market of fueling aircraft.

There was a brief discussion, among the Council regarding the contract, extending the contract an additional five (5) years, amending the current contract, maintaining the March, 2015 expiration, changing the language in section 8 of the contract to commence on March 1, 2010, more local communities included in the analysis and making this an amendment to the contract that was currently in force.

Mayor Harrison restated that motion for clarification as “amend the current contract in item 2 only, **rental fee of ten (10) cents per gallon of gross sales (not to include fuel used by Second Party) effective on sales on or after September 1, 2012.**” The duration of the contract remains the same. There was no other discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried.

5. Presentation and Update on the Southeast Expo events and tourism. (*Jerry Lynn Wilson, Southeast Expo Manager*)

Executive Summary

Update on Southeast Expo events and tourism.

Ms. Wilson addressed the Council regarding the tourism efforts at the Expo Center. She commented that the Expo worked with the other groups in the City and then further reviewed some of the events that had been held at the Expo, the attendance at those events and some future events that looked very promising. She commented on the project that the Expo had planned to team up with the Chamber in the future.

There was discussion among the Council including Ms. Wilson concerning the Expo's efforts, the need for all of the City groups to work together to promote and market the City, if improvement of the air conditioning situation could increase the use of the Expo, the available parking at the Expo, the capacity of seating at the Expo, the financial information concerning the Expo breaking even, the ability to track information about hotel use, and if the Expo could regularly report on its' marketing and tourism efforts.

There was no vote on this item.

6. Consider, and act upon, a Partnership Request by Tanaye Harvanek, McAlester Area Chamber of Commerce, for the use of the Southeast Expo Center for the Veteran's Job Fair scheduled for September 19, 2012, by partnering with them in the amount of \$315.00. (*Jerry Lynn Wilson, Southeast Expo Manager*)

Executive Summary

Consider approval of Partnership Request in the amount of \$315.00.

A motion was made by Councilman Smith and seconded by Councilman Titsworth to approve a Partnership Request by Tanaye Harvanek, McAlester Area Chamber of Commerce, for the use of the Southeast Expo Center for the Veteran's Job Fair scheduled for September 19, 2012, by partnering with them in the amount of \$315.00.

Before the vote, Ms. Harvanek addressed the Council explaining the proposed job fair for the Council.

There was a brief discussion among the Council concerning the number of employers expected to participate and how they could sign up to participate.

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

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



NAY: None

Mayor Harrison declared the motion carried.

7. Consider and act upon awarding bid in the amount of \$79,640.00 for one new and unused Industrial Backhoe-Loader to YellowHouse Machinery, McAlester, Oklahoma. *(Mel Priddy, Director Community Services)*

Executive Summary

Motion to approve the award of bid to YellowHouse Machinery for Industrial Backhoe-Loader.

A motion was made by Councilman Read and seconded by Councilman Smith to award a bid in the amount of \$79,640.00 for one new and unused Industrial Backhoe-Loader to YellowHouse Machinery, McAlester, Oklahoma.

Before the vote, Mel Priddy informed the Council that sealed bids had been opened on August 10, 2012 for a new and unused Industrial Backhoe-Loader. He added that only one bid had been received and it was from YellowHouse Machinery located in McAlester and the bid had been under the budgeted amount of \$81,004.00.

There was discussion among the Council regarding the lack of bids, if the City was going far enough outside the City to advertise these bids, if there was any feed back on why no other companies bid on the item, if the City advertised on the internet and additional cost that could be incurred from out of town bids.

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

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

NAY: None

Mayor Harrison declared the motion carried.

8. Consider, and act upon, the final Contractor's Pay Estimate No. 8 for the Water Treatment Plant Filter and Clearwell Improvements. *(David Medley, Director of Utilities)*

Executive Summary

Motion to approve final payment to the Water Treatment Plant Filter and Clearwell Improvements Project to J.S. Haren Company of Athens, Tennessee.

A motion was made by Councilman Smith and seconded by Councilman Read to approve the final payment for the Water Treatment Plant Filter and Clearwell Improvements Project to J.S. Haren Company of Athens, Tennessee.

Before the vote, David Medley addressed the Council informing them that all of the work had been completed on this project and the City's Engineer on the project, Mehlburger Brawley had recommended approval of the Final Pay Estimate.

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

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

Mayor Harrison declared the motion carried.

9. Consider and Act Upon, bids that were opened on Tuesday, August 14, 2012. The City opened bids for the 2010 CDBG Water and Sewer Improvements Project. One Contractor submitted a bid, C.S. Day & Associates, LLC of Tahlequah, Oklahoma. The bid was in the amount of \$325,190.00. Due to the bid being considerably higher than the City's budgeted amount and the receipt of only one bidder, the Engineer, Mehlburger Brawley, and the Utility Department recommends rejection of bid and direction to re-bid. *(David Medley, Director of Utilities)*

Executive Summary

Motion to reject the bid received on August 14, 2012 by C.S. Day & Associates and directing the Utility Department to re-bid the project.

A motion to reject the bid reject a bid received on August 14, 2012 by C.S. Day & Associates and directing the Utility Department to re-bid the project was made by Councilman Smith and seconded by Councilman Read.

Before the vote, David Medley addressed the Council informing them that the only bid received for the 2010 CDBG Water and Sewer Improvements Project had been considerably higher than the City's budgeted amount and the Engineer, Mehlburger Brawley and the Utilities Department Staff recommended the rejection of the bid and allow the project to be re-bid. He added that the re-bid project would include a reduced base bid with alternate bid items to allow the reduction of the Project to be within the budgeted funds and this would not interfere with the City receiving the 2013 CDBG Small Cities grant.

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

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

Mayor Harrison declared the motion carried.

10. Consider, and act upon, authorizing a water purchase contract to Pliant, LLC a Wholly Owned Subsidiary of Berry Plastics referred to as a "Wholesale Customer". *(Peter J. Stasiak, City Manager)*

Executive Summary

Motion to approve and act upon a water purchase contract with Pliant, LLC a Wholly Owned Subsidiary of Berry Plastics and authorizing the Mayor to sign the agreement.

A motion was made by Vice-Mayor Mason and seconded by Councilman Karr to authorize a water purchase contract with Pliant, LLC a Wholly Owned Subsidiary of Berry Plastics and authorizing the Mayor to sign the agreement.

Before the vote, Manager Stasiak addressed the Council informing them that Berry Plastics located at the Steven Taylor Industrial Park had been classified and charges as a City User for water rate charges in the past. He stated that Section 106-72 of the City Code addressed “Special contracts, rates for large users” and it authorized the City Council to enter into special contracts for water services for customers exceeding 300,000 gallons of usage per month. Manager Stasiak stated that classifying Berry Plastics as a Wholesale Customer would reduce the rate charged to \$3.23/1000 gallons of usage and if adopted would go into effect September 1, 2012.

There was discussion among the Council regarding the impact on the City’s revenue, passing the cost of upgrading the system to the customers, how the staff planned to adjust the budget to absorb the reduction in revenue, the City’s need to support its’ major industries, the cost associated with the production of water, where the City was currently at in the water revenue and the need to do things for the City’s businesses.

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

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

NAY: None

Mayor Harrison declared the motion carried.

11. Tabled from previous meeting. Consider, and Act Upon, an Agreement with Marketing Alliance for Professional and Creative Services to develop a McAlester Logo and Marketing Plan for an estimated total price of \$18,500. (*Peter J. Stasiak, City Manager*)

Executive Summary

Motion to approve agreement with Marketing Alliance for an estimated total price of \$18,500.

A motion was made by Councilman Read and seconded by Councilman Garvin to approve an Agreement with Marketing Alliance for Professional and Creative Services to develop a McAlester Logo and Marketing Plan for an estimated total price of \$18,500.

Before the vote, Mayor Harrison made the following statement and requested that it be included verbatim in the minutes. “A recent editorial in the McAlester News-Capital expressed opposition by the publisher of that newspaper to the proposal to engage a professional marketing firm to help our city develop a new logo and a marketing plan. She categorized it as “\$18,500 worth of spit” and suggested that we ask for community volunteers instead. I do not know if this opposition represents a bias against hiring trained and experienced professionals in the field of marketing or just a belief that the money could be better spent elsewhere.

Of course, the money to fund this contract is appropriated out of the Tourism Fund. The hotel/motel tax is the source of the Tourism fund revenue and it is restricted by the voters to tourism uses only. Therefore, none of the other alternate uses suggested in the editorial would be a legal use of these funds.

The desire to hire Marketing Alliance to develop our logo and marketing plan is based upon their proven ability to get results. They have already helped us produce our international award-winning tourism brochure. It is a natural next step to engage them to broaden the effort into a

marketing plan. They have been very successful in doing this for other cities. As one example, consider Sumter, South Carolina. Continental Tire selected Sumter and recently broke ground on a new plant that will create more than 1,500 jobs. Would this have happened without the implementation of a professionally-developed plan that marketed Sumter's assets? Who knows? But the point is, why not explore ways that McAlester can better market itself? And why not use a professional with a proven track record to help us do that?

I take no issue with the publisher exercising her right to oppose this proposal in print. Reasonable people can and do disagree on issues all the time. However, I believe her editorial does a disservice to this council and its immediate predecessors in two important aspects. First is that we are somehow unwilling to deal with the "hard stuff" and spend our time on (in her words) "fluffy stuff." She also asserts that we are willing to spend "a whole bunch of money...to do a bunch of unnecessary stuff" due to a desire to leave a legacy. It is my strongly held belief that each and every member of this council is motivated solely by what that councilman believes is best for our city. Although we don't always agree with each other, I never question a councilman's motivation and it saddens me to see Ms. Johns make such an accusation.

The second aspect of the editorial that I found very discouraging is the apparent lack of knowledge displayed concerning progress on the so-called "hard stuff" that she says we are ignoring. Is she not aware of the multi-million dollar investment we have made to upgrade our water plant? Does she not recall that we have repaired and improved all of our water storage tanks and now have them under permanent maintenance contracts? Is our water system as good as it's going to get? No, it's not, but we're not finished yet either. The effort continues.

She wants meth houses torn down. Her own newspaper has published information that more than 80 dilapidated structures have been demolished in the recent past. The council authorized condemnation of nine more very recently. Again, the effort continues.

Perhaps most puzzling of all, she indicates that we are unwilling to deal with the hard stuff of getting our "roads repaired, not just patched." In the August 15, 2012, edition of the News-Capital was an article under the headline "Council seeks bond election." This article detailed how the council had called an election to refinance bonds at lower interest rates and to use the savings to invest as much as \$13 million for street improvements – all at ZERO cost to the taxpayer. This article was published in her own newspaper only three days before this editorial. My hope is that the News-Capital will be an active and vocal supporter of this ballot initiative to fix our streets.

In summary, I think this council and this city administration are tackling the "hard stuff" and are making progress every day. I hope that at some point, the News-Capital will decide to play a more positive role in helping us achieve that progress."

Ben Capers and Steve Woodam addressed the Council concerning the need for a marketing plan for the City of McAlester and the support this project would receive from the local hotels.

There was discussion among the Council regarding the Council's expectations that all concerned groups work together, that the current MPower contract included this type of project in its work

plan, the funding that MPower had received, MPower's role to advise the City on this type of project, the need to make clear what items were funded in the contracts and what items were unfunded, the need for the City Attorney to review the contract, and what this project would actually look at changing.

Vice-Mayor Mason commented that if the Council voted to fund the plan, it would be pending the City Attorney's review

Tanaye Harvanek addressed the Council suggesting that they look within the State for a company that could perform this type of project. She commented that as the Chamber Director it was her duty to keep money in the City and if not in the City at least within the State.

Councilman Karr asked what the City Manager thought of this project. Manager Stasiak stated that the City did need a new marketing plan and he was excited to see pulling all the entities and some of the businesses together.

Councilman Garvin asked Ms. Harvanek what the Chamber had done for the City of McAlester. Ms. Harvanek informed the Council that the last two (2) years the Chamber had brought the National Boat Racing competition to the City, they had partnered with the City to create the Tourism guide, worked with the local hotels and had worked with both Main Street and Pride in McAlester.

Councilman Titsworth stated that he felt that the City had funded MPower and their contract stated that MPower would do this project.

Mayor Harrison restated the motion as "to authorize the agreement with Marketing Alliance subject to the City Attorney's review and returning it to the Council at the next meeting with his recommended changes."

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

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

NAY: Councilman Titsworth

Mayor Harrison declared the motion carried.

12. Consider, and act upon, authorizing the submittal of Certification for Competitive Bid and/or Contract with the Oklahoma Department of Commerce. *(Peter J. Stasiak, City Manager)*

Executive Summary

Motion to approve and act upon the Certification for Competitive Bid and/or Contract with the Oklahoma Department of Commerce and authorizing the Mayor to sign the agreement.

A motion was made by Vice-Mayor Mason and seconded by Councilman Smith to authorize the Certification for Competitive Bid and/or Contract with the Oklahoma Department of Commerce and authorizing the Mayor to sign the agreement.



Before the vote, Manager Stasiak informed the Council that the Governor had money available for Economic or growth projects within defense communities around the State of Oklahoma. He stated that working with Mark Jordan of MDSA, a project at the McAlester Airport to reconstruct the load out pad to handle the parking of C-130 military aircraft in emergency cases only. He added that currently the runway can handle the weight of such an aircraft as long as it was moving but once it stopped the runway would be damaged. He stated that an area north east of the existing terminal would be rebuilt to allow the parking of a C-130 aircraft. Manager Stasiak added that the \$133,000.00 was from the Oklahoma Department of Commerce through the Governor's funding and the City's match would be \$14,778.00 for a total project amount of \$147,778.00.

Councilman Read asked if the runway was long enough to accommodate a C-130. Manager Stasiak stated that yes it was most of the time.

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

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

NAY: None

Mayor Harrison declared the motion carried.

### **New Business**

There was no new business.

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

Manager Stasiak reported that the City of McAlester had an employee, Glen Kerns, retiring after forty four (44) years. He then invited the Council to attend Mr. Kerns' retirement celebration Friday, at 2:00 P.M. at the Expo.

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

Councilman Smith encouraged the citizens to report any problems with their cable service.

Councilman Titsworth had no comments for the evening.

Councilman Read commented on the quality of the Parks in the City and the Parks Department.

Manager Stasiak stated that Mr. Kerns had kept a detailed diary of every tree that he had planted in the City of McAlester.

Councilman Karr thanked the Street Department for the cleaning of the streets and curbs and asked that the citizens help keep grass clippings out of the streets.

Councilman Garvin thanked Manager Stasiak for the work he had gotten accomplished or put into motion.

Vice-Mayor Mason also encouraged the citizens to promptly report any problems with cable.

### **Mayor's Comments and Committee Appointments**

Mayor Harrison had no comments for the evening.

### **Recess Council Meeting**

Mayor Harrison asked for a motion to recess the Regular Meeting to convene the Authorities. Councilman Smith moved to recess the Regular Meeting and convene the Authorities. The motion was seconded by Councilman Titsworth. There was no discussion, and the vote was taken as follows:

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

NAY: None

Mayor Harrison declared the motion carried and the meeting was recessed at 9:34 P.M.

### **Reconvene Council Meeting**

The Regular Meeting was reconvened at 9:36 P.M.

### **Adjournment**

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

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

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

NAY: None

Mayor Harrison declared the motion carried, and the meeting was adjourned at 9:36 P.M.

ATTEST:

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

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

**CLAIMS FROM**

**AUGUST 22, 2012  
THRU  
SEPTEMBER 4, 2012**

9/04/2012 9:15 AM  
 PACKET: 08619 CLAIMS FOR 9/11/12  
 VENDOR SET: 01  
 FUND : 01 GENERAL FUND

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 1

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00026	AT & T LONG DISTANCE					
		I-201208224077	01 -5215315	TELEPHONE UTI PHONE UTIL-LONG DISTANCE SVS	061368	236.18
01-A00028	"A" PLUS LAWN SERVICE					
		I-12-00712	01 -5542308	CONTRACTED SE MONTHLY MOWING CONTRACT	061408	1,250.00
01-A00170	ADA PAPER CO.					
		I-348221	01 -5215202	OPERATING SUP PAPER FOR COPIERS-CITY HA	061410	385.01
01-A00171	ADA SOCKEY					
		I-201209044107	01 -5212308	CONTRACTED SE CONTRACT RECEPTIONIST FEE	061411	63.60
		I-201209044112	01 -5212308	CONTRACTED SE CONTRACT RECEPTIONIST FEE	061411	20.80
01-A00267	AIRGAS					
		I-9007974718	01 -5432202	OPERATING SUP OXYGEN AND SUPPLIES-EMS	061413	79.42
01-A00360	ALL STATE ELECTRIC INC					
		I-15614	01 -5543203	REPAIRS & MAJ REBUILD CHLORINATOR MTR	061415	453.00
		I-15616	01 -5543203	REPAIRS & MAJ REBUILD CHLORINATOR MTR	061415	543.00
01-A00362	ALLEGiance COMMUNICATIO					
		I-201208224079	01 -5431328	INTERNET SERV INTERNET SERVICE-FIRE ST #2	061369	62.95
		I-201208224079	01 -5547328	INTERNET SERV INTERNET SERVICE-CEMETERY	061369	59.47
		I-201208294097	01 -5865328	INTERNET SERV INTERNET SVS-PUBLIC WKS FAC	061400	82.95
01-A00540	AMERICAN RED CROSS					
		I-001	01 -5543202	OPERATING SUP SWIM LESSONS-CARDS & FEES	061417	152.00
		I-10102223	01 -5543202	OPERATING SUP SWIM LESSONS-CARDS & FEES	061417	300.00
01-A00751	ATWOODS					
		I-1177/9	01 -5865218	STREET REPAIR MISC SUPPLIES AS NEEDED	061418	164.97
		I-1190/9	01 -5542203	REPAIRS & MAJ MISC REPAIR & MAINT ITEMS	061418	80.97
		I-1196/9	01 -5542203	REPAIRS & MAJ MISC REPAIR & MAINT ITEMS	061418	149.97
		I-1198/9	01 -5542203	REPAIRS & MAJ MISC REPAIR & MAINT ITEMS	061418	10.08
		I-1200/9	01 -5542203	REPAIRS & MAJ MISC REPAIR & MAINT ITEMS	061418	35.96
		I-1202/9	01 -5542203	REPAIRS & MAJ MISC REPAIR & MAINT ITEMS	061418	29.95
		I-1211/9	01 -5548203	REPAIRS & MAJ MISC REPAIR & MAINT ITEMS	061418	13.98
01-A00770	AUTO PARTS CO					
		I-911350	01 -5432203	REPAIR & MAIN SMALL PARTS AS NEEDED	061420	120.57
01-B00089	BANK OF OKLAHOMA					
		I-5072828	01 -5547308	CONTRACTED SE PERPETUAL CARE ADMIN FEE	061421	367.94
01-B00160	BEMAC SUPPLY					
		I-S167841.001	01 -5548203	REPAIRS & MAJ MISC REPAIR & MAINT ITEMS	061423	25.97
		I-S1679641.001	01 -5542203	REPAIRS & MAJ MISC REPAIR & MAINT ITEMS	061423	72.10
		I-S1680377.001	01 -5542203	REPAIRS & MAJ MISC REPAIR & MAINT ITEMS	061423	0.74
		I-S1681029.001	01 -5542203	REPAIRS & MAJ MISC REPAIR & MAINT ITEMS	061423	1.17

PACKET: 08619 CLAIMS FOR 9/11/12

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00180	BEMAC SUPPLY	continued				
		I-S1681557.001	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	061423	45.71
		I-S1682161.001	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	061423	35.28
		I-S1682327.001	01 -5548316	REPAIRS & MAI MOTOR FOR SHOP FAN	061423	119.39
01-B00244	BIG MAC					
		I-SI-018195	01 -5865218	STREET REPAIR LABOR TO HAUL WATER	061424	235.32
01-C00320	CENTERPOINT ENERGY ARKL					
		I-201208294096	01 -5215314	GAS UTILITY GAS UTIL-607 VILLAGE BLVD	061402	16.79
01-C00430	CHIEF FIRE & SAFETY CO.					
		I-171871	01 -5431204	SMALL TOOLS SCBA MASK	061429	726.00
01-C00617	COMADE, INC					
		I-1225APA	01 -5321202	OPERATING SUP SPIT HOODS FOR OFFICERS	061430	450.50
01-D00540	DOHESE BROTHERS					
		I-5-72020-12	01 -5865218	STREET REPAIR 1000 TON GRAVEL	061436	983.21
		I-5-72560-12	01 -5865218	STREET REPAIR 1000 TON GRAVEL	061436	649.60
		I-5-72561-12	01 -5865218	STREET REPAIR 1000 TON GRAVEL	061436	159.26
		I-5-73108-12	01 -5865218	STREET REPAIR 1000 TON GRAVEL	061436	633.35
		I-5-73629-12	01 -5865218	STREET REPAIR 1000 TON GRAVEL	061436	1,093.03
		I-5-74093-12	01 -5865218	STREET REPAIR 1000 TON GRAVEL	061436	638.93
		I-5-74590-12	01 -5865218	STREET REPAIR 1000 TON GRAVEL	061436	796.66
		I-5-76127-12	01 -5865218	STREET REPAIR 1000 TON GRAVEL	061436	649.06
		I-5-76598-12	01 -5865218	STREET REPAIR 1000 TON GRAVEL	061436	792.06
		I-5-77111-12	01 -5865218	STREET REPAIR 1000 TON GRAVEL	061436	321.64
		I-5-80015-12	01 -5865218	STREET REPAIR 1000 TON GRAVEL	061436	58.41
01-E00266	ERVIN & ERVIN ATTORNEYS					
		I-SEPT 2012	01 -5214302	CONSULTANTS LEGAL FEES-MTHLY RETAINER	061438	3,125.00
01-F00037	FASTENAL					
		I-OKMCA108945	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	061440	134.77
		I-OKMCA108616	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	061440	16.06
01-F00170	FIRST NATIONAL BANK					
		I-092012-#133	01 -5321510	LEASE PAYMENT LEASE #133	061441	5,185.00
01-G00010	G & C RENTAL CENTER, IN					
		I-16202	01 -5542316	REPAIRS & MAI EQUIPMENT RENTAL	061443	330.00
		I-16213	01 -5865218	STREET REPAIR ASPHALT & CONCRETE TOOLS	061443	251.13
		I-16239	01 -5865218	STREET REPAIR ASPHALT & CONCRETE TOOLS	061443	215.71
		I-16453	01 -5865218	STREET REPAIR ASPHALT & CONCRETE TOOLS	061443	220.00
		I-16503	01 -5865218	STREET REPAIR TRACKER RENTAL	061443	700.00
		I-172	01 -5547203	REPAIRS & MAI TRACKER RENTAL WHEN NEEDED	061443	630.14
01-G00130	GALLI'S, AN ARAMARK CO.,					



PACKET: 08619 CLAIMS FOR 9/11/12

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000130	GAIL'S, AN ARAMARK CO.,	continued				
		I-512369026	01 -5431207	CLOTHING ALLO UNIFORM ALLOWANCE	061444	255.57
		I-512369230	01 -5321207	CLOTHING ALLO UNIFORM ALLOWANCE	061444	216.02
		I-512377322	01 -5431207	CLOTHING ALLO UNIFORM ALLOWANCE	061444	92.85
		I-512377341	01 -5431207	CLOTHING ALLO UNIFORM ALLOWANCE	061444	176.82
		I-512379791	01 -5431207	CLOTHING ALLO UNIFORM ALLOWANCE	061444	66.00
		I-512380777	01 -5321207	CLOTHING ALLO UNIFORM ALLOWANCE	061444	90.49
		I-512384024	01 -5431207	CLOTHING ALLO UNIFORM ALLOWANCE	061444	141.97
01-000375	GRAINGER, INC.					
		I-9892214942	01 -5542203	REPAIRS & MAI FAN FOR BIG FREEZER	061446	146.87
01-000490	GRISCOM IMPLEMENT INC					
		I-295415	01 -5547203	REPAIRS & MAI PARTS FOR WEEDEATERS	061447	363.33
01-000290	HUMPHREY PLUMBING, INC.					
		I-114529	01 -5548316	REPAIRS & MAI A/C REPAIR AT WTP	061450	90.00
01-000001	RICOH USA, INC.					
		I-5023568326	01 -5321308	CONTRACTED SE COPIER MAINT FEES	061451	185.48
01-000110	IMPRESS OFFICE SUPPLY					
		I-034315	01 -5321202	OPERATING SUP MISC OFFICE SUPPLIES	061452	20.60
		I-034337	01 -5321202	OPERATING SUP MISC OFFICE SUPPLIES	061452	7.49
		I-034342	01 -5211202	OPERATING SUP MISC OFFICE SUPPLIES	061452	13.49
		I-034349	01 -5321202	OPERATING SUP MISC OFFICE SUPPLIES	061452	9.85
01-000120	TYLER TECHNOLOGIES					
		I-201209044111	01 -5213336	FEES MONTHLY SUPPORT FEE-COURT	061453	200.00
		I-201209044111	01 -5225349	SOFTWARE MAIN MONTHLY SUPPORT FEE-IT	061453	200.00
01-000006	J & S FENCING					
		I-287581	01 -5542203	REPAIRS & MAI FENCE REPAIR AT CHADICK	061454	150.00
01-000338	JOE CONSTRUCTION CO INC					
		I-29217	01 -5865218	STREET REPAIR ASPHALT FOR STREET PJT	061456	24,066.90
01-000325	LIBERTY FLAGS INC					
		I-62642	01 -5431202	OPERATING SUP FLAGS FOR STATIONS	061458	193.50
01-000355	LIVE VIEW GPS INC.					
		I-87184	01 -5321308	CONTRACTED SE GPS TRACKING-6 MO SVS	061459	239.70
01-000380	LOCKE SUPPLY CO.					
		I-18457019-00	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	061460	2.45
		I-18487927-00	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	061460	3.67
		I-18488038-00	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	061460	3.88
		I-18567900-00	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	061460	63.76
		I-18580309-00	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	061460	62.47

9/04/2012 9:15 AM  
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REGULAR DEPARTMENT PAYMENT REGISTER

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-100380	LOCKE SUPPLY CO.					
		I-18594459-00	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	061460	23.82
01-100428	LOWE'S CREDIT SERVICES					
		C-12771	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	061461	160.55-
		I-01290	01 -5865218	STREET REPAIR FORMING MAT & SUPPLIES	061461	169.50
		I-06615	01 -5865203	REPAIR & MAIN REPAIR ITEMS FOR LIGHTS	061461	132.18
		I-07600	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	061461	80.53
		I-08436	01 -5542203	REPAIRS & MAI TABLES FOR STIPE CENTER	061461	189.92
		I-11057	01 -5865218	STREET REPAIR FORMING MAT & SUPPLIES	061461	68.78
		I-12772	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	061461	169.00
		I-901701	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	061462	59.40
		I-905396-1	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	061462	7.00
		I-909403	01 -5865218	STREET REPAIR FORMING MAT & SUPPLIES	061462	37.88
		I-909436-1	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	061462	164.32
		I-909665-1	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	061462	51.43
		I-909687	01 -5865203	REPAIR & MAIN REPAIR ITEMS FOR LIGHTS	061462	70.84
		I-909704-1	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	061462	72.02
01-M00487	MILLER OFFICE EQUIPMENT					
		I-MCA332043	01 -5320308	CONTRACTED SE SVS AGMT ON COPIER @ CID	061465	231.00
01-M00498	MISSOURI MUNICIPAL LEAG					
		I-2012-1172	01 -5653317	ADVERTISING & AD FOR PLANNING DIRECTOR	061466	90.00
01-MC0095	RICK MCFADDEN					
		I-002012	01 -5547203	REPAIRS & MAI FENCE REPAIRS AT CEMETERY	061469	785.00
		I-002013	01 -5542316	REPAIRS & MAI FENCE REPAIRS TENNIS CTS	061469	240.00
		I-002014	01 -5548316	REPAIRS & MAI FENCE REPAIR AT MONROE	061469	595.00
		I-002015	01 -5544203	REPAIRS & MAI FENCE REPAIRS AT SBC	061469	1,080.00
01-MC0098	MCAFFEE & TAFT					
		I-380426	01 -5210302	CONSULTANTS/L LEGAL FEES	061470	1,350.00
		I-380427	01 -5210302	CONSULTANTS/L LEGAL FEES	061470	858.00
		I-380428	01 -5210302	CONSULTANTS/L LEGAL FEES	061470	67.50
		I-380429	01 -5210302	CONSULTANTS/L LEGAL FEES	061470	247.50
		I-380430	01 -5210302	CONSULTANTS/L LEGAL FEES	061470	157.50
01-MC0226	MC DONALDS RESTURANT					
		I-AUG 2012	01 -5321202	OPERATING SUP PRISONER MEALS	061472	131.31
01-M00250	MCLESTER NEWS CAPITAL					
		I-05607384	01 -5212317	ADVERTISING & PUBLICATIONS AS NEEDED	061473	17.85
		I-05607388	01 -5212317	ADVERTISING & PUBLICATIONS AS NEEDED	061473	19.15
		I-05607390	01 -5212317	ADVERTISING & PUBLICATIONS AS NEEDED	061473	17.80
		I-05607391	01 -5212317	ADVERTISING & PUBLICATIONS AS NEEDED	061473	93.45
01-M00343	NORTHERN SAFETY CO INC					
		I-900107568	01 -5865202	OPERATING SUP SAFETY GLOVES FOR ST DEPT	061476	202.56

PACKET: 08619 CLAIMS FOR 9/11/12

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000082	OAKLEY					
		I-720389593	01 -5431207	CLOTHING ALLO UNIFORM PURCHASES	061482	68.59
		I-720394667	01 -5431207	CLOTHING ALLO UNIFORM PURCHASES	061482	23.59
01-000520	OIL-OK INDEPENDENT LIVI					
		I-082012-2010/2011	01 -5101355	OIL-OK FOR IN CONTRACT WITH OIL	061486	2,000.00
01-P00242	PETER STASIAK					
		I-201208294094	01 -5210331	EMPLOYEE TRAV TRAVEL EXP-HEALTH CARE REF MTG	061403	139.78
01-P00560	PUBLIC SERVICE/ARF					
		I-201208224080	01 -5215313	ELECTRIC UTIL ELECT UTIL-KOMAR PAV	061371	40.00
		I-201208224080	01 -5215313	ELECTRIC UTIL ELECT UTIL-KOMAR PARK	061371	180.52
		I-201208224080	01 -5215313	ELECTRIC UTIL ELECT UTIL-MCALESTER LAKE PARK	061371	36.06
		I-201208224080	01 -5215313	ELECTRIC UTIL ELECT UTIL-MCALESTER LAKE PARK	061371	36.06
		I-201208294095	01 -5215313	ELECTRIC UTIL ELECT UTIL-607 VILLAGE BLVD	061404	856.34
		I-201208294095	01 -5215313	ELECTRIC UTIL ELECT UTIL-DET/NARC	061404	169.81
		I-201208294095	01 -5215313	ELECTRIC UTIL ELECT UTIL-1699 E CARL ALBERT	061404	23.05
01-P00479	ROGER MELTON					
		I-753684	01 -5652318	ABATEMENTS CONTRACT MOWING	061493	290.00
01-P00492	RONALD W BARNES					
		I-201209044108	01 -5544308	CONTRACT LABO UMPIRE FFES-13 GAMES	061495	325.00
01-S00013	SAF-T-GLOVE INC					
		I-651716-00	01 -5542203	REPAIRS & MAI SAFETY SUPPLIES FOR PARKS	061496	360.32
		I-651716-01	01 -5542203	REPAIRS & MAI SAFETY SUPPLIES FOR PARKS	061496	86.81
01-S00190	SECURITY SYS. & ENG. IN					
		I-28052	01 -5320202	OPERATING EXP ALARM SERVICE CALL	061497	85.00
01-S00233	SHANNON JOHNSTON					
		I-201209044106	01 -5212308	CONTRACTED SE CONTRACT RECEPTION1ST FEE	061498	20.00
01-S00635	SOUTHWEST TRAILOR & EQU					
		I-A103623	01 -5431203	REPAIRS & MAI MISC REPAIR PARTS	061500	205.48
01-S00726	STAPLES ADVANTAGE					
		I-37338	01 -5865202	OPERATING SUP MISC OFFICE SUPPLIES	061502	136.44
		I-45007	01 -5865202	OPERATING SUP MISC OFFICE SUPPLIES	061502	209.33
		I-46899	01 -5321202	OPERATING SUP MISC OFFICE SUPPLIES	061502	29.99
		I-47087	01 -5225202	OPERATING SUP MISC OFFICE SUPPLIES	061502	54.40
		I-47125	01 -5210202	OPERATING SUP MISC OFFICE SUPPLIES	061502	35.34
		I-48306	01 -5213202	OPERATING SUP MISC OFFICE SUPPLIES	061502	61.14
		I-48626	01 -5225202	OPERATING SUP MISC OFFICE SUPPLIES	061502	43.98
01-T00010	T. H. ROGERS LUMBER CO.					
		I-460909	01 -5865218	STREET REPAIR SUPPLIES FOR STREET REPAIR	061504	348.80

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-T00010	T. H. ROGERS LUMBER CO.			continued		
		I-460933	01 -5865218	STREET REPAIR SUPPLIES FOR STREET REPAI	061504	44.49
		I-461110	01 -5865218	STREET REPAIR SUPPLIES FOR STREET REPAI	061504	17.36
01-T00056	TED ALEXANDER					
		I-201209044109	01 -5544308	CONTRACT LABO UMPIRE FEES-10 GAMES	061505	250.00
01-T00347	THE MONUMENT PLACE					
		I-12-00698	01 -5653215	AWARDS PROGRA AWARD FOR AWARD DINNER	061506	275.00
01-T00429	THOMAS J DAVIS					
		I-201209044110	01 -5544308	CONTRACT LABO UMPIRE FEES-13 GAMES	061507	325.00
01-T00589	TOTAL RADIO					
		I-90174	01 -5321316	REPAIRS & MA: PWR SUPPLY FOR REPEATERS	061509	719.10
01-T00630	TWIN CITIES READY MIX					
		I-70509	01 -5865218	STREET REPAIR CONCRETE AS NEEDED	061510	513.00
		I-70562	01 -5865218	STREET REPAIR CONCRETE AS NEEDED	061510	684.00
		I-70662	01 -5865218	STREET REPAIR CONCRETE FOR 14TH ST PJT	061510	299.25
		I-70704	01 -5865218	STREET REPAIR CONCRETE FOR 14TH ST PJT	061510	812.25
		I-70807	01 -5865218	STREET REPAIR CONCRETE AS NEEDED	061510	276.00
		I-70911	01 -5865218	STREET REPAIR CONCRETE AS NEEDED	061510	188.25
		I-70962	01 -5865218	STREET REPAIR CONCRETE AS NEEDED	061510	342.00
		I-71080	01 -5865218	STREET REPAIR CONCRETE AS NEEDED	061510	1,188.00
		I-71133	01 -5865218	STREET REPAIR CONCRETE AS NEEDED	061510	1,760.00
		I-71182	01 -5865218	STREET REPAIR CONCRETE FOR 14TH ST PJT	061510	85.50
		I-71262	01 -5865218	STREET REPAIR CONCRETE FOR 14TH ST PJT	061510	256.50
		I-71332	01 -5865218	STREET REPAIR CONCRETE AS NEEDED	061510	396.00
01-W00640	WALMART COMMUNITY BRC					
		C-9898 CR	01 -5542203	REPAIRS & MA: MISC REPAIR ITEMS	061515	142.77-
		I-02550	01 -5542203	REPAIRS & MA: MISC REPAIR ITEMS	061515	50.86
		I-04694	01 -5431202	OPERATING SUP MISC SUPPLIES	061515	22.38
		I-06783	01 -5542203	REPAIRS & MA: MISC REPAIR ITEMS	061515	134.66
		I-6984	01 -5431202	OPERATING SUP MISC SUPPLIES	061515	192.13
		I-8890	01 -5542203	REPAIRS & MA: MISC REPAIR ITEMS	061515	142.77
		I-9900	01 -5542203	REPAIRS & MA: MISC REPAIR ITEMS	061515	4.88
01-W00270	WHITE ELECTRICAL SUPPLY					
		I-S1508762.001	01 -5548203	REPAIRS & MA: MISC REPAIR & MAINT ITEMS	061518	73.30
		I-S1510595.001	01 -5548203	REPAIRS & MA: MISC REPAIR & MAINT ITEMS	061518	103.55
		I-S1511117.001	01 -5548203	REPAIRS & MA: MISC REPAIR & MAINT ITEMS	061518	54.19
		I-S1511811.001	01 -5548203	REPAIRS & MA: MISC REPAIR & MAINT ITEMS	061518	11.95
		I-S1511947.001	01 -5548203	REPAIRS & MA: MISC REPAIR & MAINT ITEMS	061518	14.86
		I-S1512044.001	01 -5548203	REPAIRS & MA: MISC REPAIR & MAINT ITEMS	061518	16.90
		I-S1512790.001	01 -5548203	REPAIRS & MA: MISC REPAIR & MAINT ITEMS	061518	3.06
		I-S1513244.001	01 -5548203	REPAIRS & MA: MISC REPAIR & MAINT ITEMS	061518	3.98
		I-S1514033.001	01 -5548203	REPAIRS & MA: MISC REPAIR & MAINT ITEMS	061518	13.48

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VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-W00270	WHITE ELECTRICAL SUPPLY	continued				
	I-S1514186.001	01 -5548203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	061518	33.60
	I-S1514495.001	01 -5548203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	061518	15.66
	I-S1515534.001	01 -5548203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	061519	4.75
01-W00414	WINGATE					
	I-572155 CONF NO	01 -5431331	EMPLOYEE TRAV	TRAVEL EXP-TRAINING SCHOO	061520	324.95
			FUND	01 GENERAL FUND	TOTAL:	73,754.68



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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00103	ACCURATE LABS & MINING					
	I-2H14053	02 -5974304	LAB TESTING	LAB TESTING FEES	061409	115.00
	I-2H14054	02 -5974304	LAB TESTING	LAB TESTING FEES	061409	90.00
	I-2H14055	02 -5974304	LAB TESTING	LAB TESTING FEES	061409	1,480.00
	I-2H14059	02 -5974304	LAB TESTING	LAB TESTING FEES	061409	430.00
	I-SU16442	02 -5973203	REPAIRS & MAI	TESTING SUPPLIES	061409	524.90
01-A00170	ADA PAPER CO.					
	I-348221	02 -5267202	OPERATING SUP	PAPER FOR COPIERS-CITY HA	061410	385.01
	I-348321	02 -5973203	REPAIRS & MAI	JANITORIAL SUPPLIES	061410	369.86
01-A00267	AIRGAS					
	I-9007871430	02 -5974203	REPAIRS & MAI	MONTHLY BOTTLE RENTAL FEE	061413	131.29
01-A00362	ALLEGIANCE COMMUNICATIO					
	I-201208294097	02 -5973328	INTERNET SERV	INTERNET SVS-E WWM PLANT	061400	62.95
01-A00430	ALTIVIA					
	I-231359	02 -5974206	CHEMICALS	ALUM FOR WTP	061416	3,281.79
	I-231465	02 -5974206	CHEMICALS	COPPER SULPHATE FOR WTP	061416	4,218.48
	I-231925	02 -5974206	CHEMICALS	ALUM & COPPER SULFATE-WTP	061416	4,218.47
	I-232457	02 -5974206	CHEMICALS	ALUM & COPPER SULFATE-WTP	061416	3,152.52
01-A00559	AMERICAN SOCIETY OF CIV					
	I-2012	02 -5871331	EMPLOYEE TRAV	ASCE ANNUAL CONF FEE	061401	100.00
01-A00582	AT&T					
	I-201208224078	02 -5267315	TELEPHONE UTI	PHONE JILL-INTERNET SVS	061370	875.20
01-A00751	ATWOODS					
	I-1201/9	02 -5974203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	061418	215.90
	I-1205/9	02 -5974203	REPAIRS & MAI	MISC REPAIR & MAINT ITEMS	061418	51.99
01-B00160	BEMAC SUPPLY					
	I-S1678247.001	02 -5974203	REPAIRS & MAI	MISC MAINT SUPPLIES	061423	106.51
	I-S1680352.001	02 -5975230	SEWER MAIN RE	MISC REPAIR & MAINT ITEMS	061423	10.58
	I-S1680432.001	02 -5974203	REPAIRS & MAI	MISC MAINT SUPPLIES	061423	7.12
	I-S1680486.001	02 -5975230	SEWER MAIN RE	MISC REPAIR & MAINT ITEMS	061423	4.61
	I-S1681246.001	02 -5975230	SEWER MAIN RE	MISC REPAIR & MAINT ITEMS	061423	9.32
	I-S1681625.001	02 -5975230	SEWER MAIN RE	MISC REPAIR & MAINT ITEMS	061423	2.43
01-B00314	BIO-AQUATIC TESTING					
	I-00042414	02 -5973304	LAB TESTING	TOXICITY TESTING FOR WWM	061425	2,692.00
01-B00490	BRIGGS PRINTING					
	I-57898-2	02 -5216202	OPERATING SUP	DISCONNECT DOOR HANGERS	061426	230.00
01-B00491	BRENNTAG SOUTHWEST					
	I-BSW339365	02 -5974206	CHEMICALS	CHEMICALS FOR WTP	061427	3,280.00

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00491	BRENNTAG SOUTHWEST		continued			
	I-BSW342462	02 -5974206	CHEMICALS	CHEMICALS FOR WTP	061427	3,280.00
01-C00880	CULLIGAN WATER COND INC					
	I-4652	02 -5974304	LAB TESTING	LAB TEST SUPPLIES	061431	24.00
01-D00322	DEPT. OF ENVIR. QUALITY					
	I-55257474 A	02 -5974331	EMPLOYEE TRAV TESTING FEES FOR LICENSES		061432	33.59
	I-55257672 A	02 -5975331	EMPLOYEE TRAV TEST FEES FOR LICENSES		061433	92.00
	I-55258264 A	02 -5973331	EMPLOYEE TRAV TEST FEES FOR LICENSES		061434	92.00
01-D00540	DOLESE BROTHERS					
	I-RM12057970	02 -5975216	STREET REPAIR CONCRETE FOR STREET REPAI		061436	316.00
01-E00321	EVANS ENTERPRISES, INC.					
	I-70178	02 -5973316	REPAIRS & MAI MOTOR REPAIRS FOR WWM		061439	1,100.52
	I-70179	02 -5973316	REPAIRS & MAI MOTOR REPAIRS FOR E WWM		061439	821.80
01-F00170	FIRST NATIONAL BANK					
	I-092012-#134	02 -5864510	LEASE PAYMENT CATERPILAR & COMPACTOR		061441	8,524.37
01-G00010	G & C RENTAL CENTER, IN					
	I-15753	02 -5975218	STREET REPAIR EQUIPMENT RENTAL FEE		061443	1,700.00
01-H00040	HACH CHEMICAL					
	I-7901789	02 -5974203	REPAIRS & MAI REPLACEMENT RH METER		061448	864.25
01-I00110	IMPRESS OFFICE SUPPLY					
	C-34339	02 -5972202	OPERATING SUP MISC OFFICE SUPPLIES		061452	3.45-
	I-34318	02 -5972202	OPERATING SUP MISC OFFICE SUPPLIES		061452	14.42
01-I00120	TYLER TECHNOLOGIES					
	I-201209044111	02 -5216336	FEES	MONTHLY SUPPORT FEE-UB&C	061453	293.16
01-L00428	LOWE'S CREDIT SERVICES					
	I-01901	02 -5974203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS		061461	5.72
	I-07178	02 -5975230	SEWER MAIN RE MISC REPAIR & MAINT ITEMS		061461	48.43
	I-09539	02 -5974203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS		061461	97.98
	I-901339	02 -5974203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS		061461	34.83
	I-901401-1	02 -5975230	SEWER MAIN RE MISC REPAIR & MAINT ITEMS		061462	75.95
	I-901742	02 -5974203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS		061462	35.85
	I-909072	02 -5975230	SEWER MAIN RE MISC REPAIR & MAINT ITEMS		061462	34.45
	I-909427	02 -5974203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS		061462	82.86
01-M00304	MESHEK & ASSOC. INC					
	I-1159	02 -5871302	CONSULTANTS	ENG FEE-STM WTR MGMT	061464	6,632.50
01-M00532	MISTY VALLEY WATER CO.					
	I-73650	02 -5866230	RECYCLING CEN WATER FOR RECYCLE CTR		061467	21.76

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-M00532	MISTY VALLEY WATER CO.		continued			
		I-74453	02 -5866230	RECYCLING CEN WATER FOR RECYCLE CTR	061467	14.67
		I-74994	02 -5866230	RECYCLING CEN WATER FOR RECYCLE CTR	061467	35.34
		I-76027	02 -5866230	RECYCLING CEN WATER FOR RECYCLE CTR	061467	21.76
01-N00250	MCALFESTER NEWS CAPITAL					
		I-05607292	02 -5974317	ADVERTISING/P PUBLICATIONS AS NEEDED	061473	66.17
		I-05607307	02 -5974317	ADVERTISING/P PUBLICATIONS AS NEEDED	061473	17.70
		I-05607354	02 -5974317	ADVERTISING/P PUBLICATIONS AS NEEDED	061473	19.20
		I-05607359	02 -5974317	ADVERTISING/P PUBLICATIONS AS NEEDED	061473	59.72
01-C00038	OCI MANUFACTURING					
		I-43023	02 -5974203	REPAIRS & MAI REPLACEMENT OFFICE FURNIT	061478	1,313.76
01-C00075	O'REILLY AUTO PARTS					
		I-0230-448401	02 -5973203	REPAIRS & MAI MISC PLANT SUPPLIES NEEDED	061481	41.06
		I-0230-448974	02 -5973203	REPAIRS & MAI MISC PLANT SUPPLIES NEEDED	061481	48.16
01-000275	OKLA DEPT OF COMMERCE					
		I-092012-#8908	02 -5267521	CDBG LOAN #89 CDBG - EDIF #8908	061485	1,145.83
01-P00040	PACE ANALYTICAL SERVICE					
		I-1204507	02 -5973304	LAB TESTING TESTING FEES AS NEEDED	061487	189.47
		I-1204508	02 -5973304	LAB TESTING TESTING FEES AS NEEDED	061487	135.00
01-R00090	RAM INC					
		I-37241	02 -5974212	FUEL EXPENSE 500 GAL DIESEL FOR WTP	061490	1,666.75
01-S00530	SOUTHWEST CHEMICAL SERV					
		I-95314	02 -5974206	CHEMICALS CHEMICAL FOR WTP	061499	4,588.16
		I-95365	02 -5974206	CHEMICALS CAUSTIC FOR WTP	061499	4,357.04
		I-95403	02 -5974206	CHEMICALS CHEMICAL FOR WTP	061499	2,808.00
01-S00726	STAPLES ADVANTAGE					
		I-31430	02 -5972202	OPERATING SUP MISC OFFICE SUPPLIES	061502	114.39
		I-46949	02 -5973203	REPAIRS & MAI OFFICE SUPPLIES	061502	29.98
		I-47261	02 -5972202	OPERATING SUP MISC OFFICE SUPPLIES	061502	32.56
01-T00010	T. H. ROGERS LUMBER CO.					
		I-461812	02 -5975218	STREET REPAIR FORMING MATERIALS FOR	061504	412.00
		I-461860	02 -5975218	STREET REPAIR FORMING MATERIALS FOR	061504	14.88
01-T00473	TONY'S REFRIGERATION, I					
		I-1116	02 -5974203	REPAIRS & MAI REPLACE WIRE FOR LAKE PUM	061508	600.00
01-U00001	UTILITY SUPPLY CO.					
		I-061830	02 -5975218	STREET REPAIR CONCRETE BLADES	061511	1,700.00
		I-061831	02 -5975211	WATER METERS REPLACEMENT WTR METERS	061511	1,584.42
		I-061832	02 -5975235	WATER MAIN RE FIRE HYDRANTS & GATE VALV	061511	8,151.12

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-J00051	UTILITY SUPPLY CO.	continued				
		I-061833	02 -5975211	WATER METERS REPLACEMENT WTR METERS	061511	250.00
		I-061834	02 -5975211	WATER METERS REPLACEMENT WTR METERS	061511	340.49
		I-061835	02 -5975211	WATER METERS REPLACEMENT WTR METERS	061511	200.00
		I-061836	02 -5975235	WATER MAIN RE MISC REPAIR ITEMS FOR	061511	394.77
		I-061837	02 -5975211	WATER METERS REPLACEMENT WTR METERS	061511	100.00
		I-061838	02 -5975230	SEWER MAIN RE REPAIR SUPPLIES FOR	061511	534.20
		I-061839	02 -5975235	WATER MAIN RE WATER LINE REPAIR ITEMS	061511	581.13
		I-061840	02 -5975230	SEWER MAIN RE REPAIR SUPPLIES FOR	061511	637.57
		I-061841	02 -5975235	WATER MAIN RE WATER LINE REPAIR ITEMS	061511	135.44
		I-061842	02 -5975235	WATER MAIN RE WATER LINE REPAIR ITEMS	061511	274.59
		I-062093	02 -5975230	SEWER MAIN RE REPAIR SUPPLIES FOR	061511	78.50
		I-062094	02 -5975211	WATER METERS REPLACEMENT WATER METERS	061512	258.00
		I-062095	02 -5975235	WATER MAIN RE WATER LINE REPAIR ITEMS	061512	223.98
		I-062096	02 -5975211	WATER METERS REPLACEMENT WATER METERS	061512	250.00
		I-062215	02 -5975211	WATER METERS REPLACEMENT WATER METERS	061512	360.16
		I-062216	02 -5975211	WATER METERS REPLACEMENT WATER METERS	061512	741.94
		I-062217	02 -5975235	WATER MAIN RE WATER LINE REPAIR ITEMS	061512	284.00
01-J00128	UNITED PACKAGING & SHIP					
		I-111846	02 -5973316	REPAIRS & MAI SHIPPING FEE FOR SAMPLES	061514	29.38
01-W00270	WHITE ELECTRICAL SUPPLY					
		I-S1497129.002	02 -5974203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	061518	100.00
		I-S1497683.001	02 -5973203	REPAIRS & MAI MISC ELECT SUPPLIES	061518	106.88
		I-S1498552.003	02 -5973203	REPAIRS & MAI MISC ELECT SUPPLIES	061518	59.91
			FUND	02 MPWA	TOTAL:	85,397.00

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VENDOR SET: 01

FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-P00170	FIRST NATIONAL BANK					
		I-092012-#119817	03 -5876511	FNB LOAN #119 LOAN #119817 - AIRPORT AUTH	061441	2,510.00
01-P00560	PUBLIC SERVICE/AEP					
		I-201208294095	03 -5876313	ELECTRIC UTIL ELECT UTIL-AIRPORT	061404	3,459.52
			FUND	03 AIRPORT AUTHORITY	TOTAL:	5,969.52

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 VENDOR SET: 01  
 FUND : 08 NUTRITION

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00276	A LEROY DICK					
		I-201209044116	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	061414	138.75
01-D00405	DIANE CHADSEY					
		I-201209044113	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	061435	33.30
01-E00207	EMMA E. BELLIS					
		I-201209044114	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	061437	135.00
		I-201209044115	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	061437	99.90
01-G00288	GERALDINE E MALKOWSKI					
		I-201209044119	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	061445	90.00
		I-201209044120	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	061445	46.62
01-R00304	RICHELLE CHEYENNE					
		I-201209044117	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	061491	180.00
		I-201209044118	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	061491	132.65
01-S00580	AT & T					
		I-201208224081	08 -5549315	TELEPHONE UTI PHONE UTIL-NUTRITION	061372	153.08
			FUND	08 NUTRITION	TOTAL:	1,009.30

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FUND : 27 TOURISM FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00304	FRONTIER COUNTRY MARKET	I-6710A	27 -5655214	TOURISM EXPEN GAME PLAN OKLA ADVERTISIN	061442	150.00
01-MC0134	MCALESTER MAIN STREET	I-082012-2010/2011	27 -5655353	MAIN STREET P CONTRACT WITH MCALESTER MAIN S	061471	1,166.67
01-000137	OKLA TOURISM/RECREATION	I-9594	27 -5655214	TOURISM EXPEN TOURISM BROCHURE	061483	365.62
01-P00450	PRIDE IN MCALESTER	I-082012-2010-2011	27 -5655352	MISC PRIDE IN CONTRACT WITH PRIDE IN McALEST	061486	2,500.00
	FUND	27	TOURISM FUND	TOTAL:		4,202.29

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PACKET: 08619 CLAIMS FOR 9/11/12

VENDOR SET: 01

FUND : 28 SE EXPO CENTER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-100428	LOWE'S CREDIT SERVICES					
		I-10125	28 -5654203	REPAIR & MAIN PAINT & MISC SUPPLIES	061461	163.27
		I-10137	28 -5654203	REPAIR & MAIN PAINT & MISC SUPPLIES	061461	3.27
		I-909012	28 -5654203	REPAIR & MAIN PAINT & MISC SUPPLIES	061462	39.01
01-200510	PRO-KIL, INC					
		I-68329	28 -5654316	REPAIRS & MAI QUARTERLY PEST CONTROL	061489	365.00
01-200560	PUBLIC SERVICE/APP					
		I-201208294095	28 -5654313	ELECTRIC UTIL ELECT UTIL-EXPO RV PARK	061404	36.06
		I-201208294095	28 -5654313	ELECTRIC UTIL ELECT UTIL-EXPO	061404	5,196.41
01-100100	UNIFIRST HOLDINGS, L.P.					
		I-824 0903948	28 -5654203	REPAIR & MAIN MOP SERVICE	061513	50.00
FUND	28	SE EXPO CENTER	TOTAL:			5,853.02



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FUND : 30 ECONOMIC DEVELOPMENT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-M00270	MPOWER ECONOMIC DEVELOP					
		I-082012-2010-2011	30 -5211360	ECONOMIC DEVE MPOWER ECONOMIC DEV	061463	19,542.75
01-M00134	MCALESTER MAIN STREET					
		I-082012-2010/2011	30 -5211353	MAIN STREET P CONTRACT WITH MCALESTER MAIN S	061471	1,166.66
01-N00347	MEHLBURGER BRAWLEY, INC					
		I-MC-12-01-02	30 -5211407	14 ST/69 HWY ENG FEE-14TH & 69 SWR EXT	061477	12,880.00
01-000275	OKLA DEPT OF COMMERCE					
		I-092012-#12248	30 -5211510	CDBG / EDIF D CDBG - EDIF CONT #12248	061484	282.50
01-P00450	PRIDE IN MCALESTER					
		I-082012-2010-2011	30 -5211352	MISC PRIDE IN CONTRACT WITH PRIDE IN MCALEST	061488	2,500.00
01-R00464	ROBLSON INTERNATIONAL,					
		I-082012-2012-13	30 -5211361	LOBBYING SERV LOBBYING SERVICES-MDSA	061492	2,000.00
				FUND 30 ECONOMIC DEVELOPMENT	TOTAL:	38,371.91

PACKET: 08619 CLAIMS FOR 9/11/12

VENDOR SET: 01

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00200	ALAM TRUE VALUE					
		1-240528	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	061412	7.00
01-A00770	AUTO PARTS CO					
		1-909519	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061419	287.38
		1-910415	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061419	198.00
		1-910416	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061419	99.00
		1-910453	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061419	123.13
		1-910561	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061419	39.06
		1-910650	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061419	11.10
		1-910691	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061419	14.29
		1-910720	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061419	4.29
		1-910790	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061419	59.95
		1-910823	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061419	198.00
		1-910877	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061419	97.30
		1-910897	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061419	12.80
		1-910925	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061419	20.60
		1-910965	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061419	104.00
		1-910967	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061420	11.24
		1-911007	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061420	44.32
		1-911077	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061420	142.29
		1-911094	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061420	17.57
		1-911149	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061420	35.65
		1-911177	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061420	19.07
		1-911305	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061420	77.49
		1-911348	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061420	15.46
		1-911448	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061420	61.74
		1-911469	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061420	88.04
		1-911488	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061420	225.10
01-B00150	BEALES GOODYEAR TIRES					
		1-MC-197370	35 -5862203	REPAIRS & MAI STOCK TIRES-POLICE CARS	061422	2,188.40
		1-MC-198033	35 -5862203	REPAIRS & MAI TIRES FOR UO-4	061422	352.44
		1-MC-198034	35 -5862203	REPAIRS & MAI TIRES FOR PK-38 & GRINDER	061422	292.82
		1-MC-198035	35 -5862203	REPAIRS & MAI TIRES FOR PK-38 & GRINDER	061422	39.95
		1-MC-198378	35 -5862203	REPAIRS & MAI TIRES FOR PD-66	061422	555.28
01-C00148	CAR BONZ SALVAGE					
		1-242303	35 -5862203	REPAIRS & MAI MISC REPAIR ITEMS AS NEED	061428	150.00
01-G00490	GRISSOM IMPLEMENT INC					
		1-295625	35 -5862203	REPAIRS & MAI PARTS FOR UTM SAW	061447	127.79
01-H00210	HOLLY EQUIPMENT SALES					
		1-150000237	35 -5862203	REPAIRS & MAI FORKLIFT TIRES FOR WTP	061449	372.90
01-J00010	JET TIRE SERVICE					
		1-106469	35 -5862203	REPAIRS & MAI REPAIRS TO POLICE CARS	061455	44.95
		1-106597	35 -5862203	REPAIRS & MAI REPAIRS TO POLICE CARS	061455	44.95

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-K00190	YELLOWHOUSE MACHINERY C					
	I-904670	35 -5862203	REPAIRS & MAI MISC PARTS & REPAIRS	061457	172.03	
01-L00082	LANDFILL EQUIPMENT					
	I-3552	35 -5862203	REPAIRS & MAI REPAIRS FOR LF COMPACTOR	061405	4,070.72	
	I-3552	35 -5862203	REPAIRS & MAI 5% DISCOUNT FOR PROMPT P	061405	203.53-	
01-L00428	LOWE'S CREDIT SERVICES					
	I-01324	35 -5862203	REPAIRS & MAI SMALL PARTS AS NEEDED	061461	11.58	
01-N00270	NIX AUTO CENTER, INC.					
	I-128331	35 -5862203	REPAIRS & MAI OIL CHGS & REPAIRS AS NEE	061474	177.90	
01-N00271	NIX FORD MERCURY INC.					
	I-135354	35 -5862203	REPAIRS & MAI MISC REPAIRS & PARTS	061475	47.25	
	I-135443	35 -5862203	REPAIRS & MAI MISC REPAIRS & PARTS	061475	35.50	
	I-137122	35 -5862203	REPAIRS & MAI MISC REPAIRS & PARTS	061475	60.03	
	I-137124	35 -5862203	REPAIRS & MAI MISC REPAIRS & PARTS	061475	129.18	
	I-137275	35 -5862203	REPAIRS & MAI MISC REPAIRS & PARTS	061475	35.50	
	I-137331	35 -5862203	REPAIRS & MAI MISC REPAIRS & PARTS	061475	35.50	
	I-70975	35 -5862203	REPAIRS & MAI MISC REPAIRS & PARTS	061475	24.62	
	I-70985	35 -5862203	REPAIRS & MAI MISC REPAIRS & PARTS	061475	111.16	
	I-71138	35 -5862203	REPAIRS & MAI MISC REPAIRS & PARTS	061475	71.73	
01-O00075	O'REILLY AUTO PARTS					
	C-0230-441217 CR	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061479	9.35-	
	C-0230-442479 CR	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061479	199.00-	
	C-0230-445274 CR	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061479	196.49-	
	C-0230-446297 CR	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061479	55.89-	
	C-0230-447596 CR	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061479	212.49-	
	I-0230-440072	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061479	74.95	
	I-0230-440389	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061479	70.54	
	I-0230-441902	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061479	290.96	
	I-0230-441982	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061479	130.41	
	I-0230-442302	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061479	25.98	
	I-0230-443422	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061479	176.99	
	I-0230-443473	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061479	42.44	
	I-0230-444462	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061479	30.78	
	I-0230-444613	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061479	244.64	
	I-0230-444678	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061480	51.96	
	I-0230-445280	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061480	6.99	
	I-0230-445299	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061480	170.78	
	I-0230-445300	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061480	93.48	
	I-0230-445352	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061480	11.96	
	I-0230-445373	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061480	43.64	
	I-0230-445488	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061480	14.67	
	I-0230-445546	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061480	1.38	
	I-0230-445819	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061480	6.85	
	I-0230-446112	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061480	135.93	

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-000075	O'REILLY AUTO PARTS	continued				
		I-0230-446122	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061480	29.17
		I-0230-446269	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061480	77.51
		I-0230-446322	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061480	3.89
		I-0230-446636	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061481	96.09
		I-0230-447106	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061481	354.98
		I-0230-447322	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061481	9.00
		I-0230-447465	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061481	142.10
		I-0230-447529	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061481	29.04
		I-0230-447568	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061481	130.33
		I-0230-447581	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061481	197.58
		I-0230-447706	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061481	24.36
		I-0230-447878	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061481	19.90
		I-0230-448369	35 -5862203	REPAIRS & MAI MISC SMALL PARTS	061481	48.07
		I-0230-451212	35 -5862203	REPAIRS & MAI 55 GAL DRUM ANTIFREEZE	061481	489.99
01-000460	ROGER KEY EQUIPMENT					
		I-88835	35 -5862203	REPAIRS & MAI PARTS FOR PARKS BRUSHOG	061494	491.10
		I-88872	35 -5862203	REPAIRS & MAI PARTS FOR PARKS BRUSHOG	061494	532.56
01-000710	STANDARD MACHINE LLC					
		I-228287	35 -5862203	REPAIRS & MAI REPAIRS AS NEEDED	061501	51.50
		I-228307	35 -5862203	REPAIRS & MAI REPAIRS AS NEEDED	061501	270.76
		I-228378	35 -5862203	REPAIRS & MAI REPAIRS AS NEEDED	061501	248.78
		I-228721	35 -5862203	REPAIRS & MAI REPAIRS AS NEEDED	061501	31.27
01-000871	STEWART MARTIN EQUIPMEN					
		I-711024	35 -5862203	REPAIRS & MAI PARTS FOR MOWER	061503	55.62
		I-71718	35 -5862203	REPAIRS & MAI PARTS FOR MOWER	061503	102.52
01-000972	WARREN CAT					
		I-PS100430978	35 -5862203	REPAIRS & MAI SMALL REPAIRS AS NEEDED	061516	137.22
		I-PS100433418	35 -5862203	REPAIRS & MAI CYLINDER FOR CAT LOADER	061516	126.31
		I-W010083717	35 -5862203	REPAIRS & MAI REPAIRS FOR MOTOR GRADER	061516	965.00
01-000980	WASTE RESEARCH INC.					
		I-11907	35 -5862203	REPAIRS & MAI VALVES & PARTS FOR W-11	061517	972.19
			FUND	35 FLEET MAINTENANCE	TOTAL:	17,551.47

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VENDOR SET: 01

FUND : 36 WORKER'S COMPENSATION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-M90629	MUTUAL ASSURANCE ADMIN	I-8445	36 -5215315	THIRD PARTY A W/C ADMINISTRATION FEE	061468	941.68
				FUND 36 WORKER'S COMPENSATION TOTAL:		941.68

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PACKET: 08619 CLAIMS FOR 9/11/12

VENDOR SET: 01

FUND : 41 CIP FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00170	FIRST NATIONAL BANK					
		I-092012-#137	41 -5865510	LEASE PAYMENT LEASE PAYMENT ON DURAFATCHER	061441	3,378.84
01-N00347	MEHLBURGER BRAWLEY, INC					
		I-MC-11-04-09	41 -5975405	12 INCH WATER 12" WATER MAIN PROJECT	061477	1,662.00
			FUND 41 CIP FUND	TOTAL:		5,040.84
				REPORT GRAND TOTAL:		238,091.71

## \*\* 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	41 -5975405	12 INCH WATER MAIN- TAYLOR	1,662.00	246,917	104,564.50		
** 2011-2012 YEAR TOTALS **			1,662.00				
2012-2013	01 -5101355	011-OK FOR INDEPENDENT LIV	2,000.00	24,000	20,000.00		
	01 -5210202	OPERATING SUPPLIES	35.34	2,600	954.05		
	01 -5210302	CONSULTANTS/LABOR RELATION	2,677.50	40,000	10,000.00		
	01 -5210331	EMPLOYEE TRAVEL & TRAININ	139.78	5,900	4,998.05		
	01 -5211202	OPERATING SUPPLIES	13.49	6,300	5,462.00		
	01 -5212306	CONTRACTED SERVICES	104.40	2,300	1,290.60		
	01 -5212317	ADVERTISING & PRINTING	147.45	2,000	1,500.00		
	01 -5213202	OPERATING SUPPLIES	61.14	5,000	4,113.46		
	01 -5213336	FEES	200.00	2,500	2,100.00		
	01 -5214302	CONSULTANTS	3,125.00	90,200	30,350.00		
	01 -5215202	OPERATING SUPPLIES	385.01	6,000	4,534.99		
	01 -5215313	ELECTRIC UTILITY	1,341.84	315,000	282,545.19		
	01 -5215314	GAS UTILITY	16.79	14,000	13,940.51		
	01 -5215315	TELEPHONE UTILITY	236.18	27,900	15,689.27		
	01 -5225202	OPERATING SUPPLIES	98.38	2,600	2,491.11		
	01 -5225349	SOFTWARE MAINTENANCE	200.00	36,400	95.22		
	01 -5320202	OPERATING EXPENSE	85.00	4,300	3,593.62		
	01 -5320306	CONTRACTED SERVICES	231.00	1,500	1,089.00		
	01 -5321202	OPERATING SUPPLIES	649.74	12,700	9,851.56		
	01 -5321207	CLOTHING ALLOWANCE	306.51	27,700	13,793.49		
	01 -5321306	CONTRACTED SERVICES	425.18	15,000	10,730.30		
	01 -5321316	REPAIRS & MAINTENANCE	719.10	5,600	4,880.90		
	01 -5321510	LEASE PAYMENTS	5,185.00	62,220	46,665.00		
	01 -5431202	OPERATING SUPPLIES	408.31	11,700	8,072.56		
	01 -5431203	REPAIRS & MAINT SUPPLIES	205.48	13,000	10,122.64		
	01 -5431204	SMALL TOOLS	726.00	5,100	4,374.00		
	01 -5431207	CLOTHING ALLOWANCE	825.39	18,500	10,135.51		
	01 -5431328	INTERNET SERVICE	62.95	2,800	2,422.30		
	01 -5431331	EMPLOYEE TRAVEL & TRAININ	324.95	9,300	7,504.79		
	01 -5432202	OPERATING SUPPLIES	79.42	21,000	14,796.23		
	01 -5432203	REPAIR & MAINT SUPPLIES	120.57	7,500	5,340.00		
	01 -5542203	REPAIRS & MAINT SUPPLIES	1,957.61	52,600	36,869.01		
	01 -5542306	CONTRACTED SERVICES	1,250.00	15,500	10,971.07		
	01 -5542316	REPAIRS & MAINTENANCE	570.00	15,800	12,658.78		
	01 -5543202	OPERATING SUPPLIES	452.00	11,500	8,364.55		
	01 -5543203	REPAIRS & MAINT SUPPLIES	996.00	13,000	5,998.82		
	01 -5544203	REPAIRS & MAINTENANCE SUPP	1,060.00	8,500	2,928.59		
	01 -5544308	CONTRACT LABOR	900.00	22,000	17,694.00		
	01 -55447203	REPAIRS & MAINT SUPPLIES	1,798.47	10,500	5,833.82		
	01 -5547308	CONTRACTED SERVICES	367.94	1,500	395.00		
	01 -5547328	INTERNET SERVICE	59.47	840	720.50		

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	01 -5548203	REPAIRS & MAINTENANCE SUPP	773.90	54,500	38,865.15				
	01 -5548316	REPAIRS & MAINTENANCE	804.39	23,000	10,155.32				
	01 -5652318	ABATEMENTS	290.00	12,000	7,596.00				
	01 -5653215	AWARDS PROGRAM	275.00	12,000	4,925.00				
	01 -5653317	ADVERTISING & PRINTING	90.00	1,400	710.00				
	01 -5865202	OPERATING SUPPLIES	548.33	4,500	2,870.36				
	01 -5865203	REPAIR & MAINT-TRAFFIC CON	203.02	114,500	114,296.98				
	01 -5865218	STREET REPAIRS & MAINTENAN	40,119.00	275,000	156,535.26				
	01 -5865328	INTERNET SERVICE	82.95	1,510	1,192.80				
	02 -5216202	OPERATING SUPPLIES	230.00	13,500	7,109.64				
	02 -5216336	FEES	293.16	4,500	3,913.68				
	02 -5267202	OPERATING SUPPLIES	385.01	6,000	5,114.99				
	02 -5267315	TELEPHONE UTILITY	875.20	50,900	39,374.78				
	02 -5267521	CDBG LOAN #8908	1,145.83	13,750	10,312.51				
	02 -5864510	LEASE PAYMENTS	8,524.37	102,293	76,719.89				
	02 -5866230	RECYCLING CENTER EXPENSE	93.53	4,600	3,000.06				
	02 -5871302	CONSULTANTS	6,632.50	95,000	26,059.58- Y				
	02 -5871331	EMPLOYEE TRAVEL & TRAININ	100.00	3,300	2,180.30				
	02 -5972202	OPERATING SUPPLIES	157.92	1,750	1,151.03				
	02 -5973203	REPAIRS & MAINT SUPPLIES	1,200.75	74,100	53,209.28				
	02 -5973304	LAB TESTING	3,016.47	37,600	29,408.00				
	02 -5973316	REPAIRS & MAINTENANCE	1,951.70	40,500	26,915.68				
	02 -5973328	INTERNET SERVICE	62.95	750	561.15				
	02 -5973331	EMPLOYEE TRAVEL & TRAININ	92.00	3,000	0.00				
	02 -5974203	REPAIRS & MAINT SUPPLIES	3,648.06	114,000	84,792.90				
	02 -5974206	CHEMICALS	33,184.46	389,000	229,749.89				
	02 -5974212	FUEL EXPENSE	1,666.75	13,800	10,300.79				
	02 -5974304	LAB TESTING	2,139.00	30,000	22,000.00				
	02 -5974317	ADVERTISING/PRINTING/POSTA	162.79	3,000	1,405.84				
	02 -5974331	EMPLOYEE TRAVEL & TRAININ	33.59	2,000	403.00				
	02 -5975211	WATER METERS	4,085.01	45,000	24,534.09				
	02 -5975218	STREET REPAIRS & MAINTENAN	4,142.88	180,000	149,957.04				
	02 -5975230	SEWER MAIN REPAIR	1,436.04	100,000	89,666.93				
	02 -5975235	WATER MAIN REPAIR	10,045.03	50,000	30,306.51				
	02 -5975331	EMPLOYEE TRAVEL & TRAININ	92.00	2,000	0.00				
	03 -5876313	ELECTRIC UTILITY	3,459.52	15,200	11,740.48				
	03 -5876511	FNB LOAN #119817 PAYMENTS	2,510.00	30,300	22,770.00				
	08 -5549308	CONTRACT SERVICES	856.22	15,500	12,967.99				
	08 -5549315	TELEPHONE UTILITY	153.08	2,400	1,932.73				
	27 -5655214	TOURISM EXPENSE	535.62	30,000	24,399.30				
	27 -5655352	MISC PRIDE IN MCALESTER	2,500.00	30,000	25,000.00				
	27 -5655353	MAIN STREET PROGRAM	1,166.67	14,000	11,666.66				
	28 -5654203	REPAIR & MAINT SUPPLIES	255.55	20,000	16,458.19				
	28 -5654313	ELECTRIC UTILITY	5,232.47	63,000	52,964.38				
	28 -5654316	REPAIRS & MAINTENANCE	365.00	22,000	19,942.50				



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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	30 -5211352	MISC PRIDE IN MCALESTER	2,500.00	30,000	25,000.00		
	30 -5211353	MAIN STREET PROGRAM	1,166.66	14,000	11,666.68		
	30 -5211360	ECONOMIC DEVELOP. SERVICES	19,542.75	234,513	195,427.50		
	30 -5211361	LOBBYING SERVICES	2,000.00	24,000	20,000.00		
	30 -5211407	14 ST/69 HWY SWR EXTENSION	12,680.00	24,000	27,350.00- Y		
	30 -5211510	CDBG / EDIF DURALINE LOAN	282.50	3,390	2,542.50		
	35 -5662203	REPAIRS & MAINTENANCE SUPP	17,551.47	379,900	298,860.32		
	36 -5215315	THIRD PARTY ADM FEES	941.68	12,000	700.00		
	41 -5665510	LEASE PAYMENTS	3,378.84	40,547	30,410.48		
** 2012-2013 YEAR TOTALS **			236,429.71				

NO ERRORS

\*\* END OF REPORT \*\*

PACKET: 08619 CLAIMS FOR 9/11/12  
VENDOR SET: 01  
BANK : FNB FIRST NATIONAL BANK

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

FUND	PERIOD	AMOUNT
01	8/2012	1,939.96CR
01	9/2012	71,814.72CR
02	8/2012	1,038.15CR
02	9/2012	84,358.85CR
03	8/2012	3,459.52CR
03	9/2012	2,510.00CR
08	8/2012	153.08CR
08	9/2012	856.22CR
27	9/2012	4,202.29CR
28	8/2012	5,232.47CR
28	9/2012	620.55CR
30	9/2012	38,371.91CR
35	8/2012	3,867.19CR
35	9/2012	13,684.28CR
36	9/2012	941.68CR
41	9/2012	5,040.84CR

=====

ALL		238,091.71CR
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## Item C, D, E, & F

SABRA TATE

601 SOUTH SECOND STREET  
McALESTER, OKLAHOMA 74501  
(918) 423-5482 • FAX (918) 426-1413

August 27, 2012

The Honorable Steve Harrison, Mayor  
City of McAlester  
McAlester, OK 74501

Dear Mayor Harrison:

The purpose of this letter is to request appointments of members of the Community Tree Board of the City of McAlester.

The terms of three of the current members of the Tree Board are due to expire in September, 2012. I would like to request that all three of these members -- John Goodyear, Doris Hackler, and Karen Harrison -- be reappointed to two-year terms that will expire in September, 2014.

Also, there is currently a vacancy in one term that will expire in September, 2013. I would like to request that David Cantrell be appointed to fill the unexpired portion of this term.

I have spoken with each of these four people, and all have expressed a readiness to serve the terms described above.

The three additional members of the Tree Board who are currently serving are Marsha Green, Theo Webb, and myself. Our terms do not expire until September, 2013.

Thank you for your attention to this matter.

Sincerely,



Sabra Tate, Chairman  
Community Tree Board



# McAlester City Council

## AGENDA REPORT

Meeting Date: September 11, 2012  
Department: City Manager  
Prepared By: Peter J. Stasiak, CM  
Date Prepared: September 4, 2012

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

### Subject

Tabled - Discussion and possible action, on a Resolution put forward by the Gaines Creek Association of Free Will Baptist opposing the removal of figurines depicting U.S. Military Kneeling in Silent Prayer from the 3<sup>rd</sup> Street intersection and asking the City of McAlester to reverse the decision and reinstall the silhouette.

### Recommendation

### Discussion

### Approved By

Department Head  
City Manager

P. Stasiak

*Initial*

*PJS*

*Date*

09/04/12

04 August 2012

To the Gaines Creek Association of Free Will Baptist (GCAFWB) when convened at New Hope Free Will Baptist Church on 04 August 2012 for the annual meeting. For several decades the .01% that oppose Christian values have worked very hard to impose their secular beliefs on the other 99.9% through our Legislative, Judicial and Executive branches of government. In the last decade you might recall that the City of McAlester, yielded to the unpopular pressure to remove a cross from its logo. Recently the City had installed figurines depicting various items of interest at key intersections throughout the city. The figurines at a 3<sup>rd</sup> street intersection depicted U.S. MILITARY KNEELING IN SILENT PRAYER. By order of the city manager these figurines at the 3<sup>rd</sup> street intersection (as reported on Fox 23 News) were removed supposedly so as not to offend anyone. Much could be said about this but I think you get the picture! Accordingly the following Resolution # 2012-01 is offered for consideration:

Be it resolved that the Gaines Creek Association of Free Will Baptist stand opposed to the removal of figurines depicting U.S. MILITARY KNEELING IN SILENT PRAYER from the 3<sup>rd</sup> street intersection in McAlester.

Whereas: The United States Supreme Court has ruled that silent prayer, a moment of silence, silent meditation etc. is legal

Whereas: Obviously the figurines and the posting there of were in compliance with said Supreme Court ruling

Whereas: The Military witness of actual battlefield situations should be a welcome gesture and not put in a negative light to offend those who stood in harm's way to protect our freedoms.

Be it further resolved that the GCAFWB call on the City council of McAlester to reverse the city managers decision and have said figurines reinstalled in accordance with the will of the people.

Approved this 04 Day of August 2012

 (Seal)

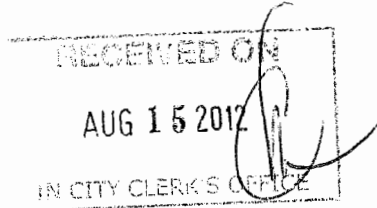
Clerk signature:

Gaines Creek Association of Free Will Baptist

CF: McAlester City Council

McAlester News Capital and Democrat

Fox 23 News (Tulsa Oklahoma)



To: McAlester City officials

15 August 2012

Subject: City Manager removal of figurines / silhouettes from 3<sup>rd</sup> and Washington mounting

Gentlemen

Request our objection to subject action be included as an agenda item for 28 August 2012 council meeting.

Regards,

James N. Prince 918 429-3055

Chairman, Executive Board, Gaines Creek Assn. of Free Will Baptist

A handwritten signature in cursive script, appearing to read "James N. Prince".

Incl Resolution 2012-1

jnp296@yahoo.com

# GAINES CREEK ASSOCIATION OF OKLAHOMA FREE WILL BAPTISTS

---



Bethel FWBC - Allen  
*Bro. Lonnie Palmer, Pastor*  
580-857-2674

New Hope FWBC - Indianola  
*Bro. Fred Morrison, Pastor*  
918-823-4565

**Executive Board**  
Bro. James Prince, Chairman  
Bro. Carl Brooks

Canadian Shores FWBC - Indianola  
*Bro. Brent Jarrett, Pastor/Moderator*  
918-823-4461

Stuart FWBC - Stuart  
*Bro. Cecil Day, Pastor*  
918-423-9396

Bro. David Meredith  
Bro. Dan Reagan  
Bro. David Choate

Fellowship FWBC - McAlester  
*Bro. Jamie Kirkpatrick, Pastor*  
918-429-2047

Tannehill FWBC - Tannehill  
*Bro. Steve Eldridge, Pastor*  
918-823-4634

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August 11, 2012

Gaines Creek Free Will Baptist  
Pastors and Executive Board

McAlester NewsCapital

McAlester City Council

Fox 23 News (Tulsa, Oklahoma)

RE: Figurine depicting U.S. Military kneeling in silent prayer from 3<sup>rd</sup> street intersection in McAlester

Please find attached a copy of the Resolution that was approved at our Annual Meeting on Saturday, August 4, 2012; and let it be known that the McAlester NewsCapital will be publishing said Resolution in the Sunday, August 12, 2012 Newspaper.

In His Service,

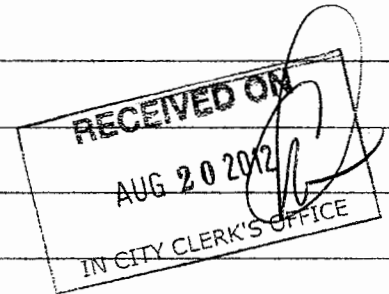
*Sis. Marie E. Farris*

Sis. Marie E. Farris, Clerk

Attn: Cora Middleton

8-20-12

Dear City Manager,  
RE: Silhoutles



We would like to request to be  
on the agenda for the City Council  
meeting on the 28<sup>th</sup> of August.

Thank you in advance for granting  
this request.

Sincerely

Brandi Mullins, Sec-Trea  
Faith Fellowship Church  
803 E Electric  
M<sup>r</sup> Alester

*Brandi Mullins*  
479-926-9475





# McAlester City Council

## AGENDA REPORT

Meeting Date: September 11, 2012  
Department: Finance  
Prepared By: Toni Ervin  
Date Prepared: September 4, 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

	Initial	Date
Department Head	T. Ervin	9/4/2012
City Manager	P. Stasiak <i>PJS</i>	9/4/2012

**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 2012-2013 Budget, Ordinance No. 2425 except as specifically herein amended, shall remain in full force and effect, and not be otherwise affected by the adoption of the amendatory ordinance.

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

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

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

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

**PASSED and the EMERGENCY CLAUSE ruled on separately this 11th day of September, 2012.**

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

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

**ATTEST:**

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

**Approved as to form and legality this 11th day of September, 2012.**

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

September 11, 2012

Estimated Revenue or Fund Balance				Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
29	40999		Appropriated Fund Balance	72,000.00	20,000.00	92,000.00
			Total		20,000.00	

[illegible]

Original Budget - Revenues ***	\$ 689,000
Amendments	-
Current Budget - Revenues	<b>\$ 689,000</b>
Original Budget - Expenditures	\$ 638,968
Amendments	164,000
Current Budget - Expenditures	<b>\$ 802,968</b>

Approved by the City Council this  
September 11, 2012

Appropriate funds to operating supplies for upgrade to radio base station in order to meet the rural fire and McAlester fire communication needs.

**Mavor**

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

A1113-016

# FY 12-13 Budget Amendments listed by fund

					<u>Revenue</u>	<u>Expense</u>
004	7/24/12	01	General Fund	Appropriate funds for Fire Payroll		(206,800.00)
	7/24/12	01	General Fund	Appropriate funds for Fire Payroll		206,800.00
010	8/14/12	01	General Fund	Budget Supplement to lapse and reappropriate	-	105,004.00
002	7/24/12	02	MPWA	Appropriate funds for CDBG	-	86,069.00
007	8/14/12	02	MPWA	Appropriate funds for CDBG (not awarded)	-	78,081.00
011	8/14/12	02	MPWA	Budget Supplement to lapse and reappropriate	-	71,060.00
008	8/14/12	27	Tourism	Appropriate funds for rebranding	-	18,500.00
012	8/14/12	29	E911	Budget Supplement to lapse and reappropriate	72,000.00	144,000.00
016	9/11/12	29	E911	Appropriate funds to operating supplies for upgr	-	20,000.00
001	7/10/12	30	Economic Development	Appropriate funds for HWY 69 water & sewer	-	350,000.00
013	8/14/12	30	Economic Development	Budget Supplement to lapse and reappropriate	-	79,873.00
015	8/28/12	30	Economic Development	Appropriate funds for the Award from the Strate	133,000.00	147,780.00
003	7/24/12	33	CDBG	Appropriate funds for CDBG	164,150.00	164,150.00
006	8/14/12	33	CDBG	Appropriate funds for CDBG (not awarded)	78,081.00	-
	8/14/12	33	CDBG	Appropriate funds for CDBG (not awarded)	(78,081.00)	-
014	8/14/12	33	CDBG	Budget Supplement to lapse and reappropriate	73,874.00	134,302.00
005	7/24/12	41	Capital Fund	Appropriate funds for Fire Payroll	(206,800.00)	-
009	8/14/12	41	Capital Fund	Budget Supplement to lapse and reappropriate	-	601,423.00
					236,224.00	2,000,242.00



# McAlester City Council

## AGENDA REPORT

Meeting Date:	September 11, 2012	Item Number:	3
Department:	Finance	Account Code:	
Prepared By:	Toni Ervin, CFO	Budgeted Amount:	
Date Prepared:	September 4, 2012	Exhibits:	1

### Subject

Consider and Act Upon, an Ordinance amending Ordinance 2235 Sections 106.71 (a) and 106.71 (c) of the McAlester City Codes Fixing Water Rates and Declaring an Emergency.

### Recommendation

Motion to approve Ordinance amending Sections 106.71 (a) and 106.71 (c) of the McAlester City Codes.

### Discussion

By using the **2012 Poverty Guidelines from the U.S. Department of Health & Human Services**, this section of the code will be annually updated when the new guidelines are published. By recommending this change in the ordinance, the intention is to keep it more up to date, accurate and transparent for the citizens and employees going forward.

The **2012 Poverty Guidelines from the U.S. Department of Health & Human Services**:

1 person in household \$11,170 and 2 person in household \$15,130

### Approved By

	Initial	Date
Department Head	T. Ervin	09/04/12
City Manager	P. Stasiak <i>PJS</i>	09/04/12

## O R D I N A N C E   N O. \_\_

### AN ORDINANCE AMENDING SECTIONS 106.71(a) AND 106.71(c) OF THE McALESTER CITY CODES FIXING WATER RATES; AND DECLARING AN EMERGENCY

\*     \*     \*     \*     \*     \*     \*     \*     \*     \*     \*

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

SECTION 1: Section 106.71(a) of the McAlester City Code is hereby amended to read as follows:

(a) The rates to be charged for water furnished by the City Water System shall be as follows:

<u>Cubic Feet</u>	<u>INSIDE CITY USERS</u>	<u>OUTSIDE CITY USERS</u>
<del>1 – 300 \$</del>	<del>\$ 9.16 (minimum)</del>	<del>\$ 13.88 (minimum)</del>
<del>Over 300</del>	<del>\$ 3.32 per 100 cubic feet</del>	<del>\$ 4.97 per 100 cubic feet</del>
<u>1 – 300</u>	<u>\$ 10.50 (minimum)</u>	<u>\$ 15.91 (minimum)</u>
<u>Over 300</u>	<u>\$ 3.81 per 100 cubic feet</u>	<u>\$ 5.70 per 100 cubic feet</u>

SECTION 2: Section 106.71(c) of the McAlester City Code is hereby amended to read as follows:

(c) Low volume discount.

- ~~1) Single households with income of \$8,000 per year, or less, and married households with income of \$12,000 per year, or less, shall be granted an adjustment of \$11.00 on their monthly utility bill, but in no case shall the bill be adjusted below the basic minimum.~~
- 1) Using the official poverty guidelines published by the U.S. Department of Health & Human Services each year, households with proof of income less than this poverty level shall be granted an adjustment of \$11.00 on their monthly utility bill, but in no case shall the bill be adjusted below the basic minimum.

#### 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 Ordinance take effect and be in full force and effect from and after its passage and approval.

**PASSED and the EMERGENCY CLAUSE ruled on separately this 11<sup>th</sup> day of September, 2012.**

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

**ATTEST:**

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

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

**Approved as to form and legality this 11<sup>th</sup> day of September, 2012.**

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





# McAlester City Council

## AGENDA REPORT

Meeting Date: September 11, 2012  
Department: Utility Department  
Prepared By: Sheila Norman  
Date Prepared: September 4, 2012

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

### Subject

Consider and act upon awarding bid in the amount of \$27,171.00, for one new and unused One Ton Truck for the Waste Water Maintenance Department.

### Recommendation

Motion to approve the award of bid to Nix Ford, McAlester, Oklahoma, for the purchase of one (1) New and Unused 2012 F-350 1 Ton Truck.


### Discussion

The current truck used by the Waste Water Maintenance Mechanic is over 20 years old and way past its useful life and currently not drivable. The bid for the replacement vehicle is quoted through State Central Purchasing Contract. This one ton truck is needed to facilitate the use of a small crane to R&R pumps at the lift stations when necessary and to haul large pumps; valves and other equipment needed to keep the WWM Plants and Lift Stations up and running.

#### Attachments:

- 1) State Central Purchasing Quote – Nix Ford
- 2) Nix Auto Center Bid
- 3) Dunn Country Motor Bid

### Approved By

	Initial	Date
Department Head	DM	9/04/12
City Manager	P. Stasiak 	9/04/12

TO: CITY OF MCALESTER

IN RE: GOVERNMENT BID FOR 2012 F350 CAB AND  
CHASSIS.

2012 FORD F350 CHASSIS CAB DRW/165" WB  
OXFORD WHITE  
VINYL 40/20/40 SPLIT BENCH SEAT  
6.2 LITER GAS ENGINE  
6 SPEED AUTOMATIC  
4.30 LIMITED SLIP REAR AXLE  
POWER EQUIPMENT GROUP  
ELECTRONIC SHIFT ON THE FLY  
SPARE TIRE AND WHEEL  
TRAILER BRAKE CONTROLLER  
CRUISE CONTROL  
AM/FM CD

PRICE OF TRUCK AFTER GOV'T PRICE CONCESSION  
\$27171.00  
KNAPEHIDE BODY: \$8385.00 (2-3 WEEKS FROM ORDER)  
TOTAL TURN KEY: \$35556.00

MARK DEJACIMO  
NIX FORD

ATTN: SHEILA

## Vehicle Search Detail Report

Current as of 09/04/2012 - 11:07 AM EDT\*

Dealership: NIX AUTO CENTER, INC.

Email:

Phone:

Fax:

## Search Criteria

Division: GMC

Model Year: 2012

Model: TK31003 - 3500 Sierra: H.D. Reg Chassis Cab 4WD

Earliest Event Code: 5000 - Vehicle Delivered to Dealer

"Must Have" Options: 1SA,L96

Location Criteria: My Inventory

ZIP 74502, 250 Mile Radius

Your BID PRICE  
\$33575<sup>00</sup>

## Selected Search Results

VIN/Order #	Event Code	MSRP with Destination Charge	Destination Charge
1GD322CG1CF217453	5000 Vehicle Delivered to Dealer	\$36,780.00	\$995.00

PEG: 1SA - Base Option Package

Primary Color: 50U - Summit White Exterior Color

Trim: 88B - Dark Titanium Cloth Interior Trim

Engine: L96 - Engine: 6.0L, V-8, SFI, FlexFuel w/ E63 only

Transmission: MYD - Transmission: 6-Speed Automatic

Options: 1SA: Base Option Package

50U: Summit White Exterior Color

5B5: Window Power Operated, Side (SEO)

6P3: Power Mirrors, Camper, (SEO)

88B: Dark Titanium Cloth Interior Trim

9E5: GVW Rating 13,200 LBS

AE7: Seat: 40/20/40/ Split Front Bench

AU3: Power Door Locks

BG9: Floor Covering: Rubber Vinyl, Graphite

C67: Air Conditioning, Manual

FE9: Federal Emissions

G80: Locking Differential, Rear

GT4: Rear Axle 3.73 Ratio

L96: Engine: 6.0L, V-8, SFI, FlexFuel w/ E63 only

MYD: Transmission: 6-Speed Automatic

N2N: Fuel Tank, Dual Front and Rear, 63.5 Gallon Total

NZZ: Skid Plate, Off-Road

PYW: Wheel 17" Steel, Painted

QZT: Tires: LT 235/80R17 BW ALT

U01: Roof Marker Lamps

U2J: SiriusXM Satellite Radio, Delete

UE0: Onstar Delete

UQ3: Audio System Feature, Uplevel Speaker System

US8: Radio, AM/FM Stereo, Auto Tone, CD

V76: Recovery Hooks

VF7: Rear Bumper Delete

918-421-4471

JL1: Integrated Trailer Brake

K34: Cruise Control

K47: Air Cleaner, High Capacity

KC4: Cooler, Engine Oil

KNP: Transmission Cooling System

VK3: License Plate Front Mounting Hardware

Z85: Handling/Trailer Suspension

ZW9: Body/Chassis: Standard

ZY1: Solid Paint Application

ZZT: Tire Spare: LT235/80R17 BW OOR

W/A noted above means Will Advise

# DUNN

## COUNTRY MOTORS

PHONE: (918) 689-2595

FAX: (918) 689-3871(Main)

(800) 890-2595

(918) 689-2298(Sales Mgr)

(918) 689-2167(Finance)

DATE: 8-31-12TO: sheilaFROM: whimpy

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_


\_\_\_\_\_

TOTAL PAGES INCLUDING COVER: 2

DEALER CODES: CHEVROLET - 05523

GMC - 30623

BUICK - 55624


**Connect**
William Lawson  
DUNN COUNTRY CHEVROLET BUICK GMC
owb005 Edit My Profile Logout

**ORDER Workbench**
Main > Locate Vehicles > Locate by VIN > Vehicle Detail

PLAN & FORECAST    ORDER VEHICLES    **MANAGE INVENTORY**    LOCATE VEHICLES    DELIVER VEHICLES    REPORTS & TOOLS

## Vehicle Detail - VIN 1GB4KZCG5CF201410

BAC: 213538    Name: DUNN COUNTRY CHEVROLET BUICK GMC

## Vehicle Specifications

† GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary. Please refer to actual vehicle invoice for complete pricing information.

Model Year: 2012

Division: Chevrolet

Model: CK31043 - Silverado: Crew Chassis Cab, 4WD, Dual Rear Wheel

Incentives: † Lookup Incentives by VIN

Print Invoice

Preferred  
 Equipment Group: 1WT - Work Truck  
 Primary Color: 50U - Summit White Exterior Color  
 Secondary Color: N/A - N/A  
 Trim: 88V - Dark Titanium Vinyl Interior Trim  
 Engine: L96 - Engine: 6.0L V-8, SFI, FlexFuel w/ E83 only  
 Transmission: MYD - Transmission: 6-Speed Automatic

Event Code: 5000 - Vehicle Delivered to Dealer  
 Order #: QFRC0M  
 MSRP w/ DFC†: \$39,275.00  
 Order Type: TRE - Retail Stock  
 Age of Inventory: 141  
 Stock #: N/A

Other Options:  
 1WT: Work Truck  
 50U: Summit White Exterior Color  
 5B5: Window Power Operated, Side (SEO)  
 6P3: Power Mirrors, Camper, (SEO)  
 88V: Dark Titanium Vinyl Interior Trim  
 9E5: GVW Rating 13,200 LBS  
 AE7: Seat: 40/20/40 Split Front Bench  
 AU3: Power Door Locks  
 BG8: Floor Covering: Rubberized Vinyl, Black  
 C87: Air Conditioning, Manual  
 FE9: Federal Emissions  
 G80: Locking Differential, Rear  
 GT5: Rear Axle, 4.10 Ratio  
 JL1: Integrated Trailer Brake  
 K34: Cruise Control  
 K47: Air Cleaner, High Capacity  
 KNP: Transmission Cooling System  
 L96: Engine: 6.0L V-8, SFI, FlexFuel w/ E83 only  
 MYD: Transmission: 6-Speed Automatic  
 N2N: Fuel Tank, Dual Front and Rear, 63.5 Gallon Total  
 NZZ: Skid Plates: Off-Road  
 PYW: Wheel 17" Steel, Painted  
 QQO: Tires: LT 235/80R17 BW Highway  
 U01: Roof Marker Lamps  
 U2J: SiriusXM Satellite Radio, Delete  
 UE0: Onstar Delete  
 UM7: ETR AM/FM Stereo w/Seek-Scan and Digital Clock  
 V76: Recovery Hooks  
 VF7: Rear Bumper Delete  
 VK3: License Plate Front Mounting Hardware  
 Z85: Handling/Trailer Suspension  
 ZW9: Body/Chassis: Standard  
 ZY1: Solid Paint Application

Status: Available  
 Invoice w/ DFC†: \$36,876.48  
 SMS w/ DFC†: W/A

36,877.00  
 8,400.00  
 -----  
 \$28,477.00

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# McAlester City Council

## AGENDA REPORT

Meeting Date:	September 11, 2012	Item Number:	5
Department:	City Manager	Account Code:	
Prepared By:	Peter J. Stasiak	Budgeted Amount:	
Date Prepared:	September 4, 2012	Exhibits:	1


Consider, and act upon, the Collective Bargaining Agreement between the City of McAlester and the International Association of Fire Fighters (IAFF) Local No. 2284, effective July 1, 2012 through June 30, 2013 and to include 2012-2013 Memorandum of Understanding.

### Recommendation

Motion to accept the IAFF 2012-2013 Collective Bargaining Agreement; this includes a 2012-2013 Memorandum of Understanding.

### Discussion

### Approved By

	Initial	Date
Department Head		
City Manager	P. Stasiak 	09/04/12

**McALESTER PROFESSIONAL FIRE FIGHTERS,**  
**IAFF LOCAL 2284**

To: Peter Stasiak, City Manager  
City of McAlester  
P.O. Box 578  
McAlester, OK 74501

Office of City Manager

SEP - 4 2012

Received

Re: FY 2012-2013 Collective Bargaining Agreement

Dear Pete:

On August 30<sup>th</sup> the membership met and ratified the City's Proposal to basically roll the agreement with some minor changes. The changes are as proposed by the City and submitted to our Representative, Rick Beams, President of the PFFO just following the last negotiation session. It was our understanding that you would not put the City's proposal on the Council Agenda until we had voted on the issue. If you have any questions please give me a call.

Sincerely,

Mike Caniglia, President  
IAFF Local 2284

Cc: Rick Beams



AGREEMENT

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

LOCAL 2284

and

CITY OF McALESTER

July 1, 2012 - June 30, 2013

**McALESTER IAFF COLLECTIVE BARGAINING AGREEMENT 2012/2013**

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**McALESTER IAFF COLLECTIVE BARGAINING AGREEMENT 2012/2013**

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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 2012 and shall remain in full force and effect until the 30th day of June 2013.

**SECTION 3.** The terms of this Agreement shall not exceed one (1) year, provided this Agreement shall continue from year-to-year and be automatically extended for one-year terms unless written notice of request for negotiations is given by either

**McALESTER IAFF COLLECTIVE BARGAINING AGREEMENT 2012/2013**

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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 arbitratative 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;
- C. To direct the members of the Fire Department, including the right to hire, terminate, suspend, discipline, promote or transfer any Firefighter;

**McALESTER IAFF COLLECTIVE BARGAINING AGREEMENT 2012/2013**

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- 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.

**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

**McALESTER IAFF COLLECTIVE BARGAINING AGREEMENT 2012/2013**

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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 advancing into a higher rank shall not be less than six (6)

**McALESTER IAFF COLLECTIVE BARGAINING AGREEMENT 2012/2013**

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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 slow-downs, mass absenteeism, or being party to such activities. In addition, the Union agrees not to petition its affiliate, AFL-CIO, for legal sanction to strike during the term of this Agreement. The Union shall not be in breach of agreement where the acts and actions heretofore enumerated are not caused or

**McALESTER IAFF COLLECTIVE BARGAINING AGREEMENT 2012/2013**

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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

**McALESTER IAFF COLLECTIVE BARGAINING AGREEMENT 2012/2013**

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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 parties will alternate who shall strike the first name.

**McALESTER IAFF COLLECTIVE BARGAINING AGREEMENT 2012/2013**

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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

**McALESTER IAFF COLLECTIVE BARGAINING AGREEMENT 2012/2013**

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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

**McALESTER IAFF COLLECTIVE BARGAINING AGREEMENT 2012/2013**

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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.

**SECTION 5. Prior to implementation of a functional employment testing program and/or a program of progressive physical conditioning and exercise both Management and the Bargaining Agent must agree with the program in its entirety.**

## ARTICLE 14

### MERIT INCREASES

**SECTION 1.** The parties hereto recognize that increases and steps of pay are to be granted on the basis of merit, knowledge and performance, and that employees are not automatically entitled to step increases. In order to insure proficiency in advancement, the City may administer proficiency examinations.

**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.

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**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. Veterans 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 to receive their regular service pension, the employee shall be paid for unused sick leave on a one to three basis i.e. pay for one (1) shift for each three (3) shifts of accumulated leave. However, no employee may receive payment for more than the number of hours set forth in Subparagraph

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A, B and 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



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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 responsibility of the City through the Workmen's Compensation

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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.

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**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 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.

**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.

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

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

**SECTION 7.** An employee's annual leave accumulation shall be reduced by at least one and one-half (1.5) days per month beginning when the employee reaches seventeen and one-half (17.5) years of employment with the McAlester Fire Department. As the 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

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insurance or ~~\$610.66~~ \$641.19 per bargaining unit member, whichever is more.

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

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

**ARTICLE 25**

**UNIFORM MAINTENANCE ALLOWANCE**

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

**ARTICLE 26**

**LONGEVITY SERVICE PAY**

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

basis of five-dollars (\$5.00) per month for each year of 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-performance or delay of the duties and obligations of this

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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 assessment shall be applicable to members who have signed and have on file with the Employer a voluntary, effective, authorized and

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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 2012-2013, members will not receive an across the board increase effective as of July 1, 2012.

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 maintain National EMT Certification status. Each

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

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



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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.

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:

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- 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

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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

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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.

**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.

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

**SECTION 3.** All testing for promotion shall contain at least three (3) applicants. In the event there are not three (3) applicants eligible as identified in Section 4, the Promotion Board shall recess back one day at a time, utilizing time in service, until at least three (3) applicants are obtained. If more than one applicant falls eligible in the same day that the third applicant has become eligible, then these applicants will likewise be eligible.

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

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

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.

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

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

Fire/Arson Detection (12 hours),

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

Inspection Practices (60 hours),

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

Should any employee applying not have the required C.L.E.E.T. training or the three (3) college hours relating to 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.



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**SECTION 5.** All tests shall be administered by O.S.U. Fire Service Training and shall consist of 100 multiple choice, true/false, or matching questions; the combination to be determined by O.S.U. Each question shall be worth one (1) point each. For Captain the test questions shall come from the most current edition of the following books: Company Officer, 40 questions; Fire Instructor, 30 questions; Essentials, 30 questions. For Lieutenant the test questions shall come from the most current edition of the following books: Company Officer, 35 questions; Fire Instructor, 30 questions; Essentials, 35 questions. For Driver/Operator the test questions shall come from the most current edition of the following books: Apparatus, 60 questions; Essentials, 40 questions. Passing score shall be a minimum of 60 points. If an applicant achieves the minimum passing score, they shall add one (1) point for each year of service over the minimum eligibility requirement for the 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

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the last street exam be provided to all applicants two weeks prior to the exam. This checklist and street test will be prepared within the Department, with the street test being prepared and the streets chosen on the day of the exam. For Fire Marshal/Training Captain the test questions shall come from the most current edition of the following books: Company Officer, 30 questions; Fire Instructor, 30 questions; Essentials, 10 questions and Inspection Practices, 30 questions.

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

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Unit 5-U5, Fire Stream Practices-48 hours

Unit 6-U6, Fire Apparatus Practices-60 hours

Unit 7-U7, Ventilation Practices-20 hours

Unit 8-U8, Rescue Practices-48 hours

Unit 9-U9, First Aid Practices-40 hours

Unit 10-U10, Inspection Practices-60 hours

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

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

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

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

Unit 19-U19, Industrial Fire Protection-20 hours

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

**SECTION 4.** Hazardous Material Training - Hazardous material training courses shall consist of the following O.S.U. Fire Service, N.F.A. Fire Service Training courses and/or Train-the-Trainer hand-off courses and the minimum training required for completion of each course.

Hazardous Materials Incident Analysis-12 hours

Hazardous Materials the Pesticide Challenge-12 hours

Recognizing and Identifying Hazardous Materials-8 hours

Incident Command System-12 hours

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

## **McALESTER IAFF COLLECTIVE BARGAINING AGREEMENT 2012/2013**

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department and being certified as a Level I or II instructor shall then meet the qualifications required to instruct these courses within the McAlester Fire Department and receive the incentive pay attached to these courses.

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

### **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 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. The policy is a joint effort of the City of McAlester and the IAFF Local 2284 for the elimination of substance abuse and the

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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.

### **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

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:

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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 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

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drug or alcohol tests shall be created by the supervisor(s) who made such observations within 8 hours of the observed behavior.

**SECTION 7. Post-Accident Testing**

Post-accident drug and alcohol testing may be conducted on any employee where there has been damage to City property which the City reasonably believes at the time exceeds 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 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.
- 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

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

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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 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.

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### **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 your refuse, it may result in termination of your employment.
2. If you agree to give a breath and/or urine sample for testing, you will be asked to sign a consent form which authorizes the taking and sending of the sample to the laboratory used by the City to conduct the analysis and to release said results of the analysis to the medical review officer and to the designated Substance Abuse Policy Administrator for the City of McAlester, which is the Personnel Director for the City of McAlester.
3. If you agree to be tested, you will be escorted to a medical facility by the applicable supervisor. If you are tested for alcohol and not drugs, you will be returned to work upon a negative finding subject to special instruction for safety-sensitive employees. If positive, you will be unable to return to work for at least twenty-four (24) hours

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and will be subject to possible disciplinary action. Upon being tested for drugs under reasonable suspicion, post accident, or post vehicular accident testing, you will be suspended with pay. Suspension will be effective immediately after the testing and shall be for the period of time required to process, screen and confirm test results. If your test results are negative, you will be reinstated and all reference to the suspension shall be removed from your personnel file. Random testing and return to duty follow-up testing for drugs does not require immediate suspension.

4. If your test results are positive for drugs or alcohol, you will be given the opportunity to participate in the Employee Assistance Program. Participation in the Employee Assistance Program will not avoid any discipline, including termination, which may be imposed.

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

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

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, I \_\_\_\_\_

Have read the foregoing rights and fully understand them.

\_\_\_\_\_  
Employee Signature

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

MEDICAL CONSENT AND RELEASE OF INFORMATION

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

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

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any and all liability, except for inaccurate test results arising from the release and use of the information discovered in such test including the results of any test and any decision regarding my employment or prospective employment with the City of McAlester, Oklahoma.

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(Employee Signature)

CONFIDENTIALITY OF TESTING RESULTS AND RECORDS

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

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

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

D. The City shall not release records to any person other than the unit member or the City's medical review officer except the list of those scheduled for testing and those who



have been tested to the Union President, unless the unit member, in writing following receipt of the test results, has expressly granted permission for the City to release such records or pursuant to valid court order.

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

1. The general health, pregnancy or other physical or mental condition of the unit member;
2. The presence of any drug other than the drug or its metabolites that the City requested to be identified and for 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.

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

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

### APPEAL PROCEDURES AND REMEDIES

- A. Unit members may appeal any discipline imposed as a result of drug or alcohol testing via the grievance procedure.
- B. The Oklahoma Standards for Workplace Drug and Alcohol Testing Act provides that any person aggrieved by a willful violation of the Act may institute a civil action for declaratory or injunctive relief and damages, and provide for 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:

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

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

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

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

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

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

ARTICLE 41

AFFILIATION LEAVE

SECTION 1. Any employee who becomes an officer or maintains an appointment on a fire service related board or committee such as Fire Chiefs Association, International Association of Arson Investigators, Oklahoma State Firefighter Pension Board, Oklahoma State Firefighters Association, International Association of Fire Fighters, Professional Fire Fighters of Oklahoma, State Fire Marshals Office at either the state or national level shall be given time off of up to one day per month to attend committee meetings, board meetings, or conventions. This leave will not be accumulated from month to month.

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 staffing levels have not been increased since 1981.

Section 3. 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 4. 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.

Section 5. 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.

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IN WITNESS WHEREOF, the parties hereto have set their hands  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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: IAFF Classified Pay Scale  
Attachment 2: Memorandum of Understanding (Hiring 1 (one) Additional  
Firefighter

ATTACHMENT #1

CLASS	FIRE									
	<u>CLASSIFIED PAY SCHEDULE</u>									
	1YR	1YR	1YR	1YR	2YR	2YR	2YR	2YR	2YR	2YR
	1	2	3	4	5	6	7	8	9	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

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the City of McAlester ("City") and the International Association of Firefighters, Local 2284 ("Local"). The City and the Local have engaged in negotiations for a Collective Bargaining Agreement ("CBA") for FY 2012-2013. The Local desires to increase the staffing at the Fire Department while the City desires to retain its management right to determine appropriate staffing levels. The parties have tentatively agreed to language for a CBA. To show good faith, the City will take action pursuant to its management right to hire a new firefighter for FY 12-13. The City represents that it will budget for a new firefighter position in the FY 12-13 budget and that it will take action to advertise and commence the hiring process for a new firefighter. The City retains its management right to be the sole judge of the qualifications of applicants and to render a final decision as to the individual selected under this MOU.

**One Time Agreement:** This agreement shall not be interpreted as modifying, limiting or infringing on any management right(s) established by any CBA before, on or after the date of execution of this agreement. This agreement is solely a memorialization of the City's representation (and the Local's reliance thereon) that it will exercise its management right to hire a new employee so that the CBA for FY 12-13 can be finalized and agreed to. This MOU does not establish mandatory or minimum staffing levels and does not establish an obligation of the City to hire any employees beyond the one individual who may be selected and does not establish any obligation for any future fiscal years. The parties agree that the terms of this MOU may not be introduced as evidence at any future proceeding with the exception of a proceeding before the PERB alleging that the City made the above representation in bad faith (i.e. that the City made the representation with no intention of fulfilling it).

Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_

CITY

LOCAL

\_\_\_\_\_  
Pete Stasiak  
City Manager

\_\_\_\_\_  
Mike Caniglia  
Local President





# McAlester City Council

## AGENDA REPORT

Meeting Date: September 11, 2012

Item Number: 6

Department: City Manager

Prepared By: Peter J. Stasiak

Account Code:

Date Prepared: September 4, 2012

Budgeted Amount:

Exhibits: 1

### Subject

Final review of Marketing Alliance Agreement with City Attorney changes and comments.

### Recommendation

### Discussion

This agreement was approved at City Council Meeting August 28, 2012, subject to the City Attorney review of changes and comments. It was requested by Council to bring back the Agreement for final review with the City Attorney recommended changes.

### Approved By

Department Head

City Manager

P. Stasiak

Initial

*PJS*

Date

09/04/12

## City Manager Report to the Council

September 11, 2012

### Business

- The Street Department has completed 14<sup>th</sup>. Street between Carl Albert Parkway and Washington. This project entailed new drainage culverts, cement curbs and gutters and concrete resurfacing. The street will be open for traffic the week of September 10, 2012. The Street crews will now focus on asphalt resurfacing in the neighborhoods as long as the asphalt plant remains open for the season.
- Construction update for Strong and Wyandotte signalization. The signal arms and controller have been delivered. Crews will be hanging the arms this week along with the installation of the control box. The crews will also be reconstructing the corners of the intersection for handicap ramps to meet ADA requirements. The anticipated completion for signalization is the week of September 10, 2012.
- The staff met with representatives from ODOT and the Railroad at the intersection of Main St. and Ottawa. The Railroad crossing on Ottawa has been determined to be the second most dangerous Railroad crossing in the state. The Railroad is planning to install crossing arms along with flashing lights at the site. The challenge becomes the traffic lights at the corner of Main Street and Ottawa. These signals require upgrading to synchronize with the Railroad crossing. We will be working closely with ODOT and the Railroad in the future to resolve this issue.  
**UPDATE:** I spoke with Anthony Echelle, ODOT Division Engineer about the possibility of upgrading the signalization. He is going to research why this signal was installed. He will be looking at this from two approaches: (1) is the signal necessary and (2) if the signal is necessary, how can ODOT assist with the upgrades.
- The drainage study for 9<sup>th</sup>. and Illinois has been received from Meshak and Associates. The Public Works Department has issued its comments on the study and these elements have been incorporated in the final draft. Staff will be reviewing the proposal for completeness and the study will be available the week of September 10, 2012. The report identifies six problems in the drainage area and incorporates recommendations for solving the drainage problems.

- Met with Patrick H. Barkley, Regional Program Director for EagleMed. EagleMed is the helicopter servicing company for MRHC. EagleMed will be taking over air ambulance service for McAlester beginning December 1, 2012. They have purchased a new 2012 helicopter to be based here in McAlester. They are currently doing a feasibility study to determine the need for a fixed wing aircraft. EagleMed had toured the McAlester Airport to determine there needs if a fixed wing aircraft is based in McAlester. The City has land available to the south of the existing hangars if a hangar is necessary for their operations. If EagleMed brings in a fixed wing aircraft, there employment base in McAlester could reach 24 employees.
- I have been in discussions with DEQ on the National Guard Armory remediation. DEQ has completed the initial environmental assessment. Asbestos is present in the floor tile and mastic of the main building. Lead based paint is present on the armory windows, doors, parking stops, floors, stair rails, trim and exterior siding of the main building. Elevated levels of lead dust is present on the floors. Lead dust is also present in outbuildings 2, 3, and 5. Asbestos is present in out buildings 5 and 7. DEQ estimates that the project will be bid this month, with full remediation of the main building to be complete in one year. The outbuildings will be bid separately and DEQ does not have a date for full remediation at this time.
- Demolitions: The City Council previously voted to demolish 7 structures in the City of McAlester. This project is out for bids and bids will be opened on September 12, 2012.

### **Labor Negotiations**

- The City received three (3) new grievances from the FOP.
  1. Officer Robert Young, letter of reprimand for acting in a manner that brings discredit to the department.
  2. Officer Charles Rogers written reprimand for his alleged conduct during an arrest.
  3. Officer Sterling Taylor written reprimand and ten days off for his alleged conduct during an arrest.

### **Miscellaneous**

- Attended a seminar in Tulsa on Health Care Reform and the next steps put on by McAfee & Taft.

**CITY OF MCALESTER  
BUILDING PERMITS  
Jul-12**

	<u>JULY</u>			<u>YEAR-TO-DATE</u>		
<u>DESCRIPTION</u>	<u>NUMBER PERMITS</u>	<u>VALUATION</u>	<u>FEEES COLLECTED</u>	<u>NUMBER PERMITS</u>	<u>VALUATION</u>	<u>FEEES COLLECTED</u>
<b>RESIDENTIAL:</b>						
New Construction	4	\$ 570,000	\$ 3,983			
Remodel	3	43,650	286			
Additions						
Mobile Homes (Modulars)						
<b>Total Residential</b>	<u>7</u>	<u>\$ 613,650</u>	<u>\$ 4,269</u>	<u>0</u>	<u>\$ -</u>	<u>\$ -</u>
<b>COMMERCIAL:</b>						
New Construction	2	1,020,000	3,610			
Remodel	1	7,000	40			
Additions						
Storage Buildings						
<b>Total Commercial</b>	<u>3</u>	<u>\$ 1,027,000</u>	<u>\$ 3,650</u>	<u>0</u>	<u>\$ -</u>	<u>\$ -</u>
<b>TOTAL JULY 2012</b>	<u>10</u>	<u>\$ 1,640,650</u>	<u>\$ 7,919</u>	<u>0</u>	<u>\$ -</u>	<u>\$ -</u>

**NOTES:**

Commercial - McDonald's

**CITY OF MCALESTER  
BUILDING PERMITS  
Aug-12**

	<u>AUGUST</u>			<u>YEAR-TO-DATE</u>		
<u>DESCRIPTION</u>	<u>NUMBER PERMITS</u>	<u>VALUATION</u>	<u>FEE COLLECTED</u>	<u>NUMBER PERMITS</u>	<u>VALUATION</u>	<u>FEE COLLECTED</u>
<b>RESIDENTIAL:</b>						
New Construction	2	\$ 190,000	\$ 1,733	6	\$ 760,000	\$ 5,716
Remodel	4	202,900	456	7	246,550	742
Additions						
Mobile Homes (Modulars)						
<b>Total Residential</b>	<b><u>6</u></b>	<b><u>\$ 392,900</u></b>	<b><u>\$ 2,189</u></b>	<b><u>13</u></b>	<b><u>\$ 1,006,550</u></b>	<b><u>\$ 6,458</u></b>
<b>COMMERCIAL:</b>						
New Construction	2	1,350,000	5,010	4	2,370,000	8,620
Remodel				1	7,000	40
Additions	1	60,000	352	1	60,000	352
Storage Buildings						
<b>Total Commercial</b>	<b><u>3</u></b>	<b><u>\$ 1,410,000</u></b>	<b><u>\$ 5,362</u></b>	<b><u>6</u></b>	<b><u>\$ 2,437,000</u></b>	<b><u>\$ 9,012</u></b>
<b>TOTAL AUGUST 2012</b>	<b><u>9</u></b>	<b><u>\$ 1,802,900</u></b>	<b><u>\$ 7,551</u></b>	<b><u>19</u></b>	<b><u>\$ 3,443,550</u></b>	<b><u>\$ 15,470</u></b>

**NOTES:**

Commercial - Medical Building - Strong Blvd.  
My Dentist - George Nigh Expressway

Council Chambers  
Municipal Building  
August 28, 2012

The McAlester Airport Authority met in a Regular session on Tuesday, August 28, 2012, at 6:00 P.M. after proper notice and agenda was posted August 27, 2012.

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

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

- Approval of the Minutes from the August 14, 2012 Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item D, regarding claims ending August 21, 2012. *(Toni Ervin, Chief Financial Officer)* In the amount of \$10,145.89
- Confirm action taken on City Council Agenda Item 3, 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 4, authorizing a change in the rental fee for Bren Air Inc. from 5.0% of gross fuel sales to a flat rate of \$.10/gallon of fuel pumped at the McAlester Regional Airport. *(Peter J. Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 12, authorizing the submittal of Certification for Competitive Bid and/or Contract with the Oklahoma Department of Commerce. *(Peter J. Stasiak, City Manager)*

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

AYE: Trustees Karr, Garvin, Mason, Smith, Titsworth, Read & Chairman Harrison  
NAY: None

Chairman Harrison declared the motion carried.

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

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

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

NAY: None

Chairman Harrison declared the motion carried.

ATTEST:

\_\_\_\_\_  
Steve Harrison, Chairman

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



Council Chambers  
Municipal Building  
August 28, 2012

The McAlester Public Works Authority met in a Regular session on Tuesday, August 28, 2012, at 6:00 P.M. after proper notice and agenda was posted August 27, 2012.

Present: Weldon Smith, John Titsworth, Travis Read, Robert Karr,  
Sam Mason, Buddy Garvin & Steve Harrison

Absent: None

Presiding: Steve Harrison, Chairman

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

- Approval of the Minutes from the August 14, 2012 Regular Meeting of the McAlester Public Works Authority (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item D, regarding claims ending August 21, 2012. (*Toni Ervin, Chief Financial Officer*) In the amount of \$240,172.00
- Confirm action taken on City Council Agenda Item 8, the final Contractor's Pay Estimate No. 8 for the Water Treatment Plant Filter and Clearwell Improvements. (*David Medley, Director of Utilities*)
- Confirm action taken on City Council Agenda Item 9, bids that were opened on Tuesday, August 14, 2012, for the 2010 CDBG Water and Sewer Improvements Project. One Contractor submitted a bid, C.S. Day & Associates, LLC of Tahlequah, Oklahoma. The bid was in the amount of \$325,190.00. Due to the bid being considerably higher than the City's budgeted amount and the receipt of only one bidder, the Engineer, Mehlburger Brawley, and the Utility Department recommends rejection of bid and direction to re-bid. (*David Medley, Director of Utilities*)
- Confirm action taken on City Council Agenda Item 10, authorizing a water purchase contract to Pliant, LLC a Wholly Owned Subsidiary of Berry Plastics referred to as a "Wholesale Customer". (*Peter J. Stasiak, City Manager*)

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

AYE: Trustees Smith, Titsworth, Read, Karr, Garvin, Mason & Harrison

NAY: None

Chairman Harrison declared the motion carried.



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

AYE: Trustees Smith, Titsworth, Read, Karr, Garvin, Mason & Harrison

NAY: None

Chairman Harrison declared the motion carried.

ATTEST:

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Steve Harrison, Chairman

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Cora Middleton, Secretary