



# McAlester City Council

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## NOTICE OF MEETING

### Regular Meeting Agenda

Tuesday, April 28, 2009 – 6:00 pm  
McAlester City Hall – Council Chambers  
28 E. Washington

Kevin E. Priddle.....	Mayor
Chris B. Fielder.....	Ward One
Donnie Condit.....	Ward Two
John Browne.....	Ward Three
Haven Wilkinson.....	Ward Four
Buddy Garvin.....	Vice-Mayor, Ward Five
Sam Mason.....	Ward Six
Mark B. Roath.....	City Manager
William J. Ervin.....	City Attorney
Cora M. Middleton.....	City Clerk

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

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

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

#### **CALL TO ORDER**

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*Announce the presence of a Quorum.*

#### **INVOCATION & PLEDGE OF ALLEGIANCE**

- Felix Waller, The King's House

#### **ROLL CALL**

#### **CITIZENS COMMENTS ON NON-AGENDA ITEMS**

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*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**

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

- A. **Approval of the Minutes from the April 13, 2009, Rescheduled Regular Meeting of the McAlester City Council.** *(Cora Middleton, City Clerk)*
- B. **Approval of Claims for April 14, 2009 through April 28, 2009.** *(Sherry Alessi, Assistant Chief Financial Officer)*

## **ITEMS REMOVED FROM CONSENT AGENDA**

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### **PUBLIC HEARING**

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*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.*

1. **Public Hearing: An Ordinance adopting an “Identity Theft Prevention Program” to comply with Federal Regulations Relating to Red Flags and Identity Theft; and approving administrative rules entitled “Identity Theft Prevention Program Rules”; providing for a severability clause; and declaring an emergency.**
2. **Public Hearing: An Ordinance amending Chapter 106 of the McAlester Code of Ordinances, by adding an Article V., establishing a Stormwater Utility; providing for a severability clause; and declaring an emergency.**
3. **Public Hearing: An Ordinance amending Ordinance No. 2299, which established the Budget for Fiscal Year 2008-2009; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency.**

### **SCHEDULED BUSINESS**

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1. **Presentation of the Mayor’s Property of the Month.** *(Kevin E. Priddle, Mayor)*

#### Executive Summary

This agenda item involves the Mayor’s Property of the Month.

2. **Consider, and act upon, an Ordinance adopting an “Identity Theft Prevention Program” to comply with Federal Regulations Relating to Red Flags and Identity Theft; and approving administrative rules entitled “Identity Theft Prevention Program Rules”; providing for a severability clause; and declaring an emergency.** *(Sherry Alessi, Assistant Chief Financial Officer)*

#### Executive Summary

This agenda item involves adoption of an “Identity Theft Prevention Program” for the City of McAlester.

3. **Consider, and act upon, an Ordinance amending Chapter 106 of the McAlester Code of Ordinances, by adding an Article V., establishing a Stormwater Utility; providing for a severability clause; and declaring an emergency.** *(George Marcangeli, City Engineer and Public Works Director)*

#### Executive Summary

This agenda item involves an ordinance establishing a stormwater utility for the City of McAlester.

4. **Consider, and act upon, an Ordinance amending Ordinance No. 2299, which established the Budget for Fiscal Year 2008-2009; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. (Mark B. Roath, City Manager)**

Executive Summary

This agenda item involves an amendment to the current fiscal year budget.

5. **Consider, and act upon, a Collective Bargaining Agreement with the Fraternal Order of Police, Lodge No. 97 for the period July 1, 2008 to June 30, 2009. (Mark B. Roath, City Manager and Jim Lyles, Chief-of-Police)**

Executive Summary

This agenda item involves a collective bargaining agreement with the FOP Lodge No. 97 for July 1, 2008 to June 30, 2009.

6. **Consider, and act upon, an Agreement with Hance Pyrotechnics for the July 4<sup>th</sup> fireworks display in the amount of \$25,000. (Mel Priddy, Community Services Director)**

Executive Summary

This agenda item involves the hiring of Hance Pyrotechnics for the 4<sup>th</sup> of July fireworks display.

7. **Consider, and act upon, a Service Agreement with United Safety & Claims, Inc., to administer the Worker's Compensation Claims for an annual service fee of \$14,805. (Mark B. Roath, City Manager)**

Executive Summary

This agenda item involves an agreement to administer worker's compensation claims for a yearly service fee of \$14,805.

**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**

**REMARKS AND INQUIRIES BY CITY COUNCIL**

RECESS COUNCIL MEETING

**CONVENE AS McALESTER AIRPORT AUTHORITY**

*Majority of a Quorum required for approval*

- **Approval of the Minutes from the April 13, 2009, Rescheduled Regular Meeting of the McAlester Airport Authority. (Cora Middleton, City Clerk)**
- **Confirm action taken on City Council Agenda Item B regarding the Claims for the period of April 14, 2009 through April 28, 2009. (Sherry Alessi, Assistant Chief Financial Officer)**

ADJOURN MAU

**CONVENE AS McALESTER PUBLIC WORKS AUTHORITY**

*Majority of a Quorum required for approval*

- **Approval of the Minutes from the April 13, 2009, Rescheduled Regular Meeting of the McAlester Public Works Authority. (Cora Middleton, City Clerk)**

- **Confirm action taken on City Council Agenda Item B regarding the Claims for the period of April 14, 2009 through April 28, 2009.** *(Sherry Alessi, Assistant Chief Financial Officer)*
- **Confirm action taken on City Council Agenda Item 2 regarding an Ordinance adopting an “Identity Theft Prevention Program” to comply with Federal Regulations Relating to Red Flags and Identity Theft; and approving administrative rules entitled “Identity Theft Prevention Program Rules”; providing for a severability clause; and declaring an emergency.**
- **Confirm action taken on City Council Agenda Item 3 regarding an Ordinance amending Chapter 106 of the McAlester Code of Ordinances, by adding an Article V., establishing a Stormwater Utility; providing for a severability clause; and declaring an emergency.** *(George Marcangeli, City Engineer and Public Works Director)*
- **Confirm action taken on City Council Agenda Item 7 regarding a Service Agreement with United Safety & Claims, Inc., to administer the Worker’s Compensation Claims for an annual service fee of \$14,805.**

ADJOURN MPWA

**CONVENE AS McALESTER RETIREMENT TRUST AUTHORITY**

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*Majority of a Quorum required for approval*

- **Approval of the Minutes from the March 24, 2009, Special Meeting of the McAlester Retirement Trust.** *(Cora Middleton, City Clerk)*
- **Approval of Retirement Benefit Payments for the period of May, 2009.** *(Sherri Alessi, Assistant Chief Financial Officer)*

ADJOURN MRTA

RECONVENE COUNCIL MEETING

**ADJOURNMENT**

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**CERTIFICATION**

*I certify that this Notice of Meeting was posted on this \_\_\_ day of \_\_\_, 2009 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  
April 13, 2009

The McAlester City Council met in regular session on Monday, April 13, 2009, at 6:00 P.M. after proper notice and agenda was posted, April 7, 2009, at 4:00 P.M.

**CALL TO ORDER**

Mayor Priddle called the meeting to order.

**INVOCATION & PLEDGE OF ALLEGIANCE**

- Rev. J.T. Carnell, First Church of the Nazarene

**ROLL CALL**

Council Roll Call was as follows:

Present: Chris Fiedler, Donnie Condit, John Browne, Buddy Garvin, Sam Mason & Mayor Priddle

Absent: Haven Wilkinson

Presiding: Kevin E. Priddle, Mayor

Staff Present: Mark Roath, City Manager; Pete Stasiak, Planning & Community Development Director; William J. Ervin, Jr., City Attorney and Cora Middleton, City Clerk

**CITIZENS' COMMENTS ON NON-AGENDA ITEMS**

None

**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.*

- Approval of the Minutes from the March 24, 2009, Regular Meeting of the McAlester City Council. (Cora Middleton, City Clerk)**
- Approval of the Minutes from the March 31, 2009, Special Meeting of the McAlester City Council. (Cora Middleton, City Clerk)**
- Concur with Mayor's reappointment of Randy Walters to the Airport Advisory Board for the term that expires March, 2011. (Kevin E. Priddle, Mayor)**
- Concur with Mayor's reappointment of Cecil Craig to the Airport Advisory Board for the term that expires March, 2011. (Kevin E. Priddle, Mayor)**

**E. Approval of Claims for March 25, 2009 through April 13, 2009.** (*Sherry Alessi, Assistant Chief Financial Officer*) In the following amounts: General Fund - \$118,600.39; Nutrition - \$802.20; C.O.P.S./Grant - \$6,747.00; Revolving Evidence - \$429.30; Educational Fund - \$57,067.11; SE Expo Ctr/Tourism Fund - \$2,741.87; Economic Development - \$14,312.50 and CIP Fund - \$2,224.00.

Mr. Roath explained that an additional claim, in the amount of \$930.00 had been received late last week, had been distributed and needed to be added to the claims list. He stated that it was for DEQ inspection of plans. He added that if it was not approved with this claims list the City would have to wait two (2) weeks to submit payment to DEQ.

There were no objections to adding this claim to the current list.

Councilman Mason requested that item "E" be removed for individual consideration.

Councilman Fiedler move for approval of consent agenda items "A through D. The motion was seconded by Councilman Browne. There was no discussion and the vote was taken as follows:

AYE: Councilman Fiedler, Condit, Browne, Garvin, Mason & Mayor Priddle  
NAY: None

Mayor Priddle declared the motion carried.

#### **ITEMS REMOVED FROM CONSENT AGENDA**

**E. Approval of Claims for March 25, 2009 through April 13, 2009.** (*Sherry Alessi, Assistant Chief Financial Officer*) In the following amounts: General Fund - \$118,600.39; Nutrition - \$802.20; C.O.P.S./Grant - \$6,747.00; Revolving Evidence - \$429.30; Educational Fund - \$57,067.11; SE Expo Ctr/Tourism Fund - \$2,741.87; Economic Development - \$14,312.50 and CIP Fund - \$2,224.00.

Councilman Condit moved to approve item "E" of the Consent Agenda. The motion was seconded by Councilman Fiedler.

Before the vote, Councilman Mason asked about the payment to Crawford and Associates on page three (3) and the payment to Mehlburger Brawley on page thirteen (13).

Mr. Roath answered that part of the payment to Crawford and Associates was for the Hotel/Motel tax project and the other portion of that payment he would need to review and furnish the information to the Councilman later. He stated that he would need to research the payment to Mehlburger Brawley and furnish that information later also.

There was no further discussion concerning item "E" and the vote was taken as follows:

AYE: Councilman Condit, Browne, Garvin, Mason, Fiedler & Mayor Priddle  
NAY: None

Mayor Priddle declared the motion carried.

## **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.*

Mayor Priddle stated that there were two (2) items on the agenda that required a Public Hearing.

Councilman Mason moved to open a Public Hearing to consider a rezoning ordinance and an ordinance to vacate and close a platted alleyway. The motion was seconded by Councilman Condit.

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

AYE: Councilman Browne, Garvin, Mason, Fiedler, Condit & Mayor Priddle

NAY: None

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

Mike Ward and Ron Billy addressed the Council regarding the two ordinances explaining that they hoped to construct a fifteen (15) unit apartment complex that would be accessible to individuals with disabilities. They explained how the complex would be placed on the property and how the parking would be situated for the complex.

There were no other comments and Mayor Priddle asked for a motion to close the Public Hearing.

Councilman Browne moved to close the Public Hearing. The motion was seconded by Councilman Condit.

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

AYE: Councilman Garvin, Mason, Fiedler, Condit, Browne & Mayor Priddle

NAY: None

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

## **SCHEDULED BUSINESS**

### **1. Presentation of January 2009 Financial Report. (Kevin E. Priddle, Mayor)**

#### Executive Summary

*This agenda item involves the Mayor's presentation of the January 2009 Financial Report based on information provided to him by the Finance Department.*

Mayor Priddle commented that the financial report was actually for February 2009 and not January 2009. He then briefly reviewed the February 2009 financials. Mayor Priddle stated that the decrease from the previous year was due mainly because of the quarter cent sales tax that had expired. He commented that the staff should be commended for their control of the expenses and revenues.

There was a brief discussion concerning the coming budget and the decrease in exploration and construction.

2. Consider, and act upon, an Ordinance amending General Zoning Ordinance No. 1843 (1989) and accompanying map by rezoning West 5' of Lot 3C, Lot 3D, 4A-B-C-D, 5A-B-C-D, 7, 8, and 9E, East 40' of North 100' of vacated 8<sup>th</sup> street and North 10' of vacated alley abutting West 5' of Lot 3C and Lots 3D, 4A-B-C-D, 5A-B-C-D and South 10' of vacated alley abutting Lots 7, 8, and 9E in Block 276, City of McAlester, formerly South McAlester, Pittsburg County, State from R1-B (Single-Family Residential) to R-3 (Multi-Family Residential). (*Pete Stasiak, Planning and Community Development Director*)

Executive Summary

*This agenda item involves a rezoning from single family residential to multi-family residential including a change in the Zoning Map for the properties listed above.*

**ORDINANCE NO. 2318**

**AN ORDINANCE AMENDING THE GENERAL ZONING ORDINANCE AND ACCOMPANYING MAP THERETO KNOWN AS GENERAL ZONING ORDINANCE NO. 1843 (1989), OF THE CITY OF MCALESTER, OKLAHOMA BY CHANGING THE CLASSIFICATIONS OF THE ZONING DISTRICT FOR: WEST 5' OF LOT 3C, LOTS 3D, 4A-B-C-D, 5A-B-C-D, 7, 8 AND 9E, EAST 40' OF NORTH 100' OF VACATED 8<sup>TH</sup> STREET AND NORTH 10' OF VACATED ALLEY ABUTTING WEST 5' OF LOT 3C & LOTS 3D, 4A-B-C-D, 5A-B-C-D, & SOUTH 10' OF VACATED ALLEY ABUTTING LOTS 7,8 AND 9E IN BLOCK 276, CITY OF MCALESTER, FORMERLY SOUTH MCALESTER, PITTSBURG COUNTY, STATE OF OKLAHOMA FROM R1-B(SINGLE-FAMILY RESIDENTIAL) TO R-3 (MULTI-FAMILY RESIDENTIAL).**

Councilman Condit moved to approve ORDINANCE NO. 2318, seconded by Councilman Mason.

Before the vote, Pete Stasiak explained that this had received a unanimous vote from the Planning Commission and there had been only one letter in opposition of the project, which had been dated from June of 2008, when it had been previously considered.

There was a brief discussion between Mayor Priddle and Mike Ward concerning traffic around the project.

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

AYE: Councilman Garvin, Mason, Fiedler, Condit, Browne & Mayor Priddle  
NAY: None

Mayor Priddle declared the motion carried.

3. **Consider, and act upon, an Ordinance vacating and closing a platted alleyway lying within Block 276, South McAlester, Pittsburg County.** (*Pete Stasiak, Planning and Community Development Director*)

Executive Summary

*This agenda item involves vacating and closing a platted alleyway.*

**ORDINANCE NO. 2319**

**AN ORDINANCE OF THE CITY OF MCALESTER, OKLAHOMA TO ANULL, VACATE, AND CLOSE THE PLATTED ALLEYWAY LYING WITHIN BLOCK 276, SOUTH MCALESTER, PITTSBURG COUNTY, STATE OF OKLAHOMA GRANTING OWNERSHIP TO SAID PROPERTY TO THE ABUTTING PROPERTY OWNERS.**

Councilman Fiedler moved to approve ORDINANCE NO. 2319, seconded by Councilman Mason.

Before the vote, Pete Stasiak explained that the Planning Commission had no opposition to this project.

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

AYE: Councilman Mason, Fiedler, Condit, Browne, Garvin & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

4. **Consider, and act upon, a Resolution authorizing the City of McAlester to seek a CDBG Block Grant.** (*Pete Stasiak, Planning and Community Development Director*)

Executive Summary

*This agenda item involves an applying for a CDBG Grant from the State of Oklahoma.*

Councilman Browne moved to approve a resolution authorizing the City of McAlester to seek a CDBG Block Grant. The motion was seconded by Vice-Mayor Garvin.

Before the vote, Pete Stasiak explained that this was an annual entitlement grant worth \$78,621.00 and was a 1:1 ratio match. He stated that if awarded the funds could be used for a wide variety of projects and activities for the community. Mr. Stasiak explained that the projects and activities would be determined by a series of public meetings with the Council determining which project would have the best impact for the community.

There was a brief discussion concerning the type of grant and how the dollar amount was calculated.

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

AYE: Councilman Fiedler, Condit, Browne, Garvin, Mason & Mayor Priddle

NAY: None

Mayor Priddie declared the motion carried.

5. **Consider, and act upon, authorizing the Mayor to sign a contract between the City and Ronald W. Polk and Billy Jo Polk to lease City owned land for livestock grazing. (Mark B. Roath, City Manager)**

Executive Summary

*This agenda item involves a ten-year lease of eleven and one-half acres, more or less, for livestock grazing only.*

Vice-Mayor Garvin moved to authorize the Mayor to sign a contract between the City and Ronald W. Polk and Billy Jo Polk to lease City owned land for livestock grazing. The motion was seconded by Councilman Condit.

Before the vote, Mr. Roath explained that Mr. Polk had expressed interest in renewing this contract for another ten (10) years. He stated that he had furnished the Council with a copy of the original contract and a grazing contract for comparison. Mr. Roath commented that Mr. Polk had stated he would be willing to having this contract amended to \$4.88 per acre.

Mayor Priddie commented that Mr. Polk did not actually graze animals on the land.

Ron Polk addressed the Council stating that \$4.88 per acre was not an issue and the original contract came about because people were dumping trash on this land which adjoins his property. He commented that most of the time the land was under water and he stated that he did not have any intention of putting animals on it.

There was a brief discussion between the Council and Mr. Polk regarding this lease and amending the original motion.

Mayor Priddie commented that the original motion would be amended to say authorize the Mayor to sign a contract between the City and Ronald W. Polk and Billy Jo Polk to lease City owned land for livestock grazing at \$4.88 per acre to be reviewed biannually, contingent to the mentioned changes being made to the contract. The motion was seconded by Councilman Condit.

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

AYE: Councilman Fiedler, Condit, Browne, Garvin, Mason & Mayor Priddie

NAY: None

Mayor Priddie declared the motion carried.

6. **Consider, and act upon, authorizing the Mayor to sign a Revised Engagement Letter with Hulme, Rabhal, Henderson, Inc. for audit services for the fiscal year ending June 30, 2008. (Mark B. Roath, City Manager)**

Executive Summary

*This agenda item involves a revised engagement letter to reflect a decrease in auditing service costs by \$2,000 because a Single Audit in accordance with OMB Circular A-133 is not required.*

Councilman Browne move to authorize the Mayor to sign a Revised Engagement Letter with Hulme, Rahhal, Henderson, Inc. for audit services for the fiscal year ending June 30, 2008. The motion was seconded by Councilman Condit.

Before the vote, Mr. Roath explained that Rheba Henderson, City Auditor, had sent a revised Engagement Letter reflecting a reduction of \$2,000.00 for audit services for the fiscal year ending June 30, 2008. In the letter she had determined that since Federal Grant expenditures had not exceeded \$500,000.00 for that period that a Single Audit in accordance with OMB Circular A-133 would not be needed.

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

AYE: Councilman Condit, Browne Garvin, Mason, Fiedler & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

**7. Consider, and act upon, authorizing the Mayor to sign a Public Works Project Contract between the City and the Oklahoma Department of Corrections regarding inmate workers. (Mark B. Roath, City Manager)**

Executive Summary

*This agenda item involves a contract for inmate labor.*

Councilman Mason moved to authorize the Mayor to sign a Public Works Project Contract between the City and the Oklahoma Department of Corrections regarding inmate workers. The motion was seconded by Councilman Condit.

Before the vote, Mr. Roath explained that this was an annual contract and it set out what the State would charge for the inmate crews. He added that the number of crews had been decreased to two (2).

There was a brief discussion among the Council regarding the work that the inmate crews helped the City accomplish and if there could be a way to plan ahead and have supervisors trained to free up City employees for other work.

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

AYE: Councilman Browne, Garvin Mason, Fiedler, Condit & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

**8. Consider, and act upon, a Resolution directing filing and notification of the Publication of Biennial Supplements to the McAlester City Code of 1972. (Cora Middleton, City Clerk)**

Executive Summary

*This agenda item involves Biennial Supplement No. 14 to the McAlester Code of Ordinances.*

Councilman Condit moved to approve RESOLUTION NO. 09-03, seconded by Councilman Mason.

Before the vote, the City Clerk explained that this was a requirement of State Statutes that a copy of this resolution and code supplement be on file with the County Clerk and the County Court Clerk.

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

AYE: Councilman Garvin, Mason, Fiedler, Condit, Browne & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried.

### **NEW BUSINESS**

None

### **CITY MANAGER'S REPORT**

Mr. Roath reported that the search for the CFO was continuing. There were eleven (11) applications at this time and the first review would be May 4<sup>th</sup>.

### **REMARKS AND INQUIRIES BY CITY COUNCIL**

Councilman Condit stated that he did not have any comments at this time.

Councilman Browne remarked that he had attended the Bikers Against Child Abuse rally last Saturday and there had been a big turnout. He thanked the organization for choosing McAlester to hold their southeast rally. He commented that Zoë's 1<sup>st</sup> Annual All School Dance had been a success and he thanked the sponsors for their help. He added that they were looking forward to having another dance next year. Councilman Browne then added that this was an area where McAlester was sorely lacking and there needed to be more activities for the young people of the City.

Vice-Mayor Garvin commented that North Town had lost Bundo Rental and he appreciated all they had done while they were there.

Councilman Mason stated that he did not have any comments.

Councilman Fiedler remarked that the First Ward Town Hall meeting would be held on Tuesday, April 21<sup>st</sup> at 6:30 P.M., at the McAlester Campus of Eastern Oklahoma State College. He added that he had invited Shaun Beggs from the hospital and Paul Bishop from the Clinic to attend.

Mayor Priddle thanked Pete Stasiak and staff for the cleanup effort in Fourth and Third Wards. He stated that Ryan's Run had been very successful. He commented that the "Shattered Dreams" Program at the McAlester High School had been a tremendous success. Mayor Priddle reported that the Armed Forces Day Parade would be on Saturday, May 2<sup>nd</sup> and the Banquet would be on Friday, May 1<sup>st</sup>. He added that follow up would be held at the airport instead of

Chadick Park. He announced that the "Great American Trash Off" competition in McAlester would be held on Saturday, April 18<sup>th</sup>. He invited everyone to join in and help pick up trash. He added that the goal was to have 500 volunteers out picking up trash. He stated that check in would be between 7:00 A.M. and 8:00 A.M. and weigh in would be at 1:00 P.M. at the Boys and Girls Club Parking lot.

Joyce Carlson addressed the Council on behalf of the Fourth Ward Committee for a clean McAlester. She commented that they were asking all Fourth Ward residents to get out and clean up their yards and businesses.

#### RECESS COUNCIL MEETING

Mayor Priddle asked for a motion to recess the Regular Meeting to convene the Authorities.

Councilman Fiedler moved to recess the Regular Meeting and convene the Authorities. The motion was seconded by Councilman Browne and the vote was taken as follows:

AYE: Councilman Garvin, Mason, Fiedler, Condit, Browne & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried, and the Regular Meeting was recessed at 7:04 P.M.

#### RECONVENE COUNCIL MEETING

The Regular Meeting was reconvened at 7:05 P.M.

Vice-Mayor Garvin moved to recess the Rescheduled Regular Meeting for an Executive Session to discuss the appraisal of a tract formerly known as "The Southside Park" in accordance with Title 25, Sec. 307.B.3. The motion was seconded by Councilman Browne.

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

AYE: Councilman Fiedler, Condit, Browne, Garvin, Mason & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried and the Rescheduled Regular Meeting was recessed at 7:06 P.M.

#### **EXECUTIVE SESSION**

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*Recess into Executive Session in compliance with Section Title 25 Section 307 B, et.seq.*

*Oklahoma Statutes, to wit:*

- **Section 307 (B) (3) – Discussion concerning appraisal of tract formerly known as "The Southside Park".**

#### **RECONVENE INTO OPEN SESSION**

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

The Rescheduled Regular Meeting was reconvened at 8:11 P.M. Mayor Priddle reported that the Council had recessed the Rescheduled Regular Meeting for an Executive Session to discuss the appraisal of a tract formerly known as "The Southside Park" in accordance with Title 25, Sec. 307.B.3. Only that matter was discussed, no action was taken and the Council returned to open session at 8:11 P.M., and this constituted the Minutes of the Executive Session.

**ADJOURNMENT**

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

AYE: Councilman Garvin, Mason, Fiedler, Condit, Browne & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried, and the meeting was adjourned at 8:12 P.M.

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

ATTEST:

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

**CLAIMS FROM APRIL 14, 2009  
THRU  
APRIL 28, 2009**

PACKET: 04291 CLAIMS 4/28/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-A00026	AT & T LONG DISTANCE					
		I-08-24349	01 -5215315	TELEPHONE UTI LONG DISTANCE BILL	045715	168.47
01-A00170	ADA PAPER CO.					
		I-233325	01 -5548203	REPAIRS & MAI CLEANING SUPPLIES	045744	211.32
01-A00267	AIRGAS					
		I-106954473	01 -5431202	OPERATING SUP RENTAL FEE/OXYGEN TANKS	045745	119.60
		I-106954475	01 -5542316	REPAIRS & MAI MONTHLY LEASE ON BOTTLES	045745	43.20
		I-106954475A	01 -5543203	REPAIRS & MAI MONTHLY LEASE ON BOTTLES	045745	85.06
01-A00747	AT&T					
		I-08-24412	01 -5215315	TELEPHONE UTI 91842318025801 - TRUNK	045716	996.24
01-A00770	AUTO PARTS CO					
		C-834181	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045747	21.66-
		C-834182	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045747	17.87-
		C-835473	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045747	17.54-
		C-835861	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045747	6.87-
		C-838546	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045747	72.22-
		C-CM10709	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045747	400.84-
		I-838223	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045747	18.65
		I-838245	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045747	19.64
		I-838272	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045747	21.07
		I-838283	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045747	184.79
		I-838285	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045747	176.10
		I-838460	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045747	10.99
		I-838538	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045747	140.36
		I-838918	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045748	195.51
		I-838931	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045748	148.69
		I-838968	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045748	129.05
		I-839010	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045748	12.98
		I-839071	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045748	21.44
		I-839090	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045748	61.36
		I-839163	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045748	35.97
		I-839179	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045748	74.14
		I-839181	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045748	13.84
01-B00150	BEALES GOODYEAR TIRES					
		I-MC-162104	01 -5862205	PETROLEUM PRO TUBE FOR AIRPORT TRACTOR	045749	51.00
		I-MC-162104	01 -5862205	PETROLEUM PRO TIRE FOR AIRPORT TRACTOR	045749	523.00
01-B00180	BEMAC SUPPLY					
		I-S1450385.001	01 -5542203	REPAIRS & MAI OPEN PO FOR MISC. REPAIR	045752	144.72
01-B00194	BENJAMIN MOORE					
		I-027165	01 -5863203	REPAIR & MAIN PAINT, BRUSHES, BUCKETS	045754	233.55
01-B00640	BSN SPORTS					

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FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-800640	BSN SPORTS			continued		
		I-93057969	01 -5542316	REPAIRS & MAI REPLACEMENT ROLLERS	045759	233.91
01-C00046	C D W GOVERNMENT, INC					
		I-NQZ7881, NRN1757	01 -5225401	COMPUTER TECH HP WORKSTATIONS	045760	4,653.42
01-C00245	CATHEY & ASSOCIATES, L.					
		I-4204	01 -5548316	REPAIRS & MAI FINANCE CHARGE	045761	2.03
01-C00320	CENTERPOINT ENERGY ARKL					
		I-08-24122	01 -5215314	GAS UTILITY 4432118- FIRE STATION #2	045717	615.87
		I-08-24410	01 -5215314	GAS UTILITY 13134275-802 E HARRISON	045717	165.13
		I-08-24410	01 -5215314	GAS UTILITY 68551878-303 W. WPRINGER	045717	29.06
		I-08-24410	01 -5215314	GAS UTILITY 6723571- MAINTENANCE SHOP	045717	624.56
		I-08-24410	01 -5215314	GAS UTILITY 68712934-1600 E COLLEGE A	045717	172.04
		I-08-24410	01 -5215314	GAS UTILITY 6723530-OAKHILL CEMETERY	045717	69.83
		I-08-24410	01 -5215314	GAS UTILITY 6722680 - LIBRARY	045717	990.94
		I-08-24410	01 -5215314	GAS UTILITY 6722714 - CITY HALL	045717	1,143.61
		I-08-24410	01 -5215314	GAS UTILITY 6722672 - FIRE STATION #3	045717	300.30
		I-08-24413	01 -5215314	GAS UTILITY 6722367 -1700 E CARL ALBE	045717	327.66
		I-08-24413	01 -5215314	GAS UTILITY 6723555 - STIPE CENTER	045717	737.21
		I-08-24413	01 -5215314	GAS UTILITY 4432118 - FIRE STATION #2	045717	435.87
01-C00534	CLINT SELF CONCRETE CON					
		I-1101	01 -5215480	CONTINGENCY/A POUR HANDICAP PARKING	045762	14,968.00
		I-1106	01 -5542319	MISCELLANEOUS LABOR TO BUILD CATCH CAN	045762	1,000.00
01-D00098	DARRELL MILLER					
		I-08-23060A	01 -5321331	EMPLOYEE TRAV FBI ACADEMY	045764	299.54
01-D00146	DAVID'S EXHAUST & AUTO					
		I-2832	01 -5862203	REPAIRS & MAI PARTS FOR POLICE UNIT 25	045765	100.00
01-D00520	DOERNER, SAUNDERS,					
		I-135921	01 -5214302	CONSULTANTS/L GEN EMPLOYMENT MATTERS	045769	146.13
01-D00540	DOLESE BROTHERS					
		I-8-00352-09	01 -5865218	STREET RE-SUR CONCRETE TO POUR CANAL	045770	553.00
		I-8-00361-09	01 -5865218	STREET RE-SUR CONCRETE TO POUR CANAL	045770	855.00
		I-8-00398-09	01 -5865218	STREET RE-SUR CONCRETE TO POUR CANAL	045770	792.00
		I-8-00436-09	01 -5865218	STREET RE-SUR CONCRETE TO POUR CANAL	045770	1,261.25
		I-8-00441-09	01 -5865218	STREET RE-SUR CONCRETE TO POUR CANAL	045770	888.75
		I-8-00442-09	01 -5865218	STREET RE-SUR CONCRETE TO POUR CANAL	045770	987.50
01-E00266	ERVIN & ERVIN ATTORNEYS					
		I-08-24476	01 -5214302	CONSULTANTS/L LITIGATION SERVICES	045772	2,970.45
01-F00037	FASTENAL					
		I-OKMCA78579	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	045773	431.80

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FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-----						
01-G00010	G & C RENTAL CENTER, IN					
		I-8338	01 -5865218	STREET RE-SUR CONCRETE FINISHING TOOLS	045775	593.25
		I-8814	01 -5865218	STREET RE-SUR RENT FOR 1 MONTH DOZER	045775	2,650.00
		I-8815	01 -5865218	STREET RE-SUR RENT-BACKHOE TRACK BOBCAT	045775	1,700.00
		I-8816	01 -5865218	STREET RE-SUR RENT-BACKHOE TRACK BOBCAT	045775	1,700.00
01-G00130	GALL'S INC./DYNA MED					
		I-5980146801012	01 -5321202	OPERATING SUP OC SPRAY	045776	248.00
01-H00223	HOPKINS PROPANE					
		I-11810	01 -5862205	PETROLEUM PRO DIESEL FOR SHOP	045782	1,705.00
		I-11811	01 -5862205	PETROLEUM PRO NO LEAD GAS FOR SHOP	045782	2,960.00
		I-11817	01 -5862205	PETROLEUM PRO DIESEL FOR SHOP	045782	2,170.00
		I-11829	01 -5862205	PETROLEUM PRO DIESEL FOR PARKS DEPT	045782	971.85
01-H00230	HONEY CREEK NURSERY					
		I-3712	01 -5542319	MISCELLANEOUS REPLACEMENT TREES	045783	800.00
		I-3714	01 -5542220	DONATIONS EXP REPLACEMENT TREES	045783	1,526.00
		I-3714A	01 -5542319	MISCELLANEOUS REPLACEMENT TREES	045783	1,224.00
01-I00110	IMPRESS OFFICE SUPPLY					
		I-027632	01 -5211202	OPERATING SUP OFFICE SUPPLIES	045784	43.67
		I-027662	01 -5542202	OPERATING SUP COPY CARTRIDGE FOR COPY	045784	20.80
		I-027779	01 -5431202	OPERATING SUP OFFICE SUPPLIES	045784	74.19
		I-027793	01 -5211202	OPERATING SUP OFFICE SUPPLIES	045784	67.04
		I-027857	01 -5431202	OPERATING SUP OFFICE SUPPLIES	045784	24.95
		I-027862	01 -5211202	OPERATING SUP OFFICE SUPPLIES	045784	28.44
		I-027896	01 -5321202	OPERATING SUP SUPPLIES	045784	43.12
		I-027910	01 -5542202	OPERATING SUP COPY CARTRIDGE FOR COPY	045784	89.00
01-I00120	INCODE					
		I-76,095	01 -5225349	INCODE SOFTWA NETWORK SUPPORT	045785	200.00
01-J00110	JACKIE BRANNON CORR. CT					
		I-P161	01 -5542308	CONTRACTED SE MONTHLY FEE -INMATE CREW	045787	60.14
01-J00338	JOB CONSTRUCTION CO INC					
		I-025778	01 -5865218	STREET RE-SUR ASPHALT FOR PATCHING	045788	492.35
		I-025779	01 -5865218	STREET RE-SUR ASPHALT FOR PATCHING	045788	260.69
		I-025780	01 -5865218	STREET RE-SUR ASPHALT FOR PATCHING	045788	601.46
		I-025781	01 -5865218	STREET RE-SUR ASPHALT FOR PATCHING	045788	517.61
		I-025782	01 -5865218	STREET RE-SUR ASPHALT FOR PATCHING	045788	609.53
		I-025783	01 -5865218	STREET RE-SUR ASPHALT FOR PATCHING	045788	1,278.57
		I-025784	01 -5865218	STREET RE-SUR ASPHALT FOR PATCHING	045788	602.00
		I-025786	01 -5865218	STREET RE-SUR ASPHALT FOR PATCHING	045788	111.26
		I-025787	01 -5865218	STREET RE-SUR ASPHALT FOR PATCHING	045788	278.96
		I-025788	01 -5865218	STREET RE-SUR ASPHALT FOR PATCHING	045788	233.81
01-J00340	JIM WOOD REFRIGERATION					

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FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-J00340	JIM WOOD REFRIGERATION		continued			
		I-09-10083	01 -5542316	REPAIRS & MAI REPAIRS TO FREEZER	045789	600.54
		I-09-10124	01 -5542316	REPAIRS & MAI REF WALK IN FREEZER	045789	411.38
		I-09-9844	01 -5548316	REPAIRS & MAI RECOVER/RECHARGE REFRIGER	045789	184.00
01-100067	LABORATORY CONSULTANT S					
		I-023415	01 -5653348	DRUG TESTING MONTHLY RANDOM DRUG TESTI	045792	234.00
		I-023771	01 -5653348	DRUG TESTING MONTHLY RANDOM DRUG TESTI	045792	100.00
		I-023829	01 -5653348	DRUG TESTING MONTHLY RANDOM DRUG TESTI	045792	100.00
01-L00380	LOCKE SUPPLY CO.					
		I-10018162-00	01 -5548316	REPAIRS & MAI MAINTENANCE REPAIRS	045794	36.13
		I-10115657-00	01 -5548316	REPAIRS & MAI MAINTENANCE REPAIRS	045794	14.13
		I-10146733.00	01 -5542203	REPAIRS & MAI OPEN PO REP & MAINT	045794	9.09
		I-10192445-00	01 -5548316	REPAIRS & MAI MAINTENANCE REPAIRS	045794	34.60
01-L00428	LOWE'S CREDIT SERVICES					
		C-09947	01 -5542316	REPAIRS & MAI MISC REPAIR & MAINT	045795	69.94-
		I-01204	01 -5548203	REPAIRS & MAI MATERIALS FOR REPAIRS	045795	368.69
		I-01548	01 -5548203	REPAIRS & MAI MATERIALS FOR REPAIRS	045795	60.61
		I-01794.	01 -5548204	SMALL TOOLS AIR COMPRESSOR	045795	599.68
		I-01943	01 -5865218	STREET RE-SUR SMALL TOOLS	045795	32.87
		I-02137	01 -5865218	STREET RE-SUR SMALL TOOLS	045795	46.64
		I-07620	01 -5542316	REPAIRS & MAI MISC REPAIR & MAINT	045795	316.06
		I-07971	01 -5865218	STREET RE-SUR SMALL TOOLS	045796	45.42
		I-08894	01 -5865218	STREET RE-SUR SMALL TOOLS	045796	40.79
		I-08941	01 -5548203	REPAIRS & MAI MATERIALS FOR REPAIRS	045796	129.47
		I-09396.	01 -5548203	REPAIRS & MAI MATERIALS FOR REPAIRS	045796	55.86
		I-09400	01 -5548203	REPAIRS & MAI MATERIALS FOR REPAIRS	045796	109.13
		I-09683	01 -5548203	REPAIRS & MAI MATERIALS FOR REPAIRS	045796	32.34
		I-09941	01 -5548203	REPAIRS & MAI MATERIALS FOR REPAIRS	045796	52.22
		I-11328	01 -5548203	REPAIRS & MAI MATERIALS FOR REPAIRS	045796	63.83
		I-13792-	01 -5542316	REPAIRS & MAI MISC REPAIR & MAINT	045796	180.82
		I-13827	01 -5542316	REPAIRS & MAI MISC REPAIR & MAINT	045796	65.92
01-M00083	MARGARET MCMORROW - LOV					
		I-08-24382	01 -5214302	CONSULTANTS/L FOP	045797	1,337.44
		I-08-24382	01 -5214302	CONSULTANTS/L IAFP	045797	649.35
01-M00340	MHM RESOURCES INC.					
		I-125AIG110854	01 -5653348	DRUG TESTING FSA MONTHLY ADMIN FEE	045798	105.00
01-M00480	MILLER GLASS					
		I-8415	01 -5542316	REPAIRS & MAI PLEXIGLASS TO REPAIR SIGN	045799	109.00
01-M00715	MUSKOGEE COMMUNICATIONS					
		I-112976	01 -5863203	REPAIR & MAIN INSTALL RADIO/POLICE U27	045800	75.00
01-MC0001	MC ALESTER AUTO PARTS,					

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-MC0001	MC ALESTER AUTO PARTS,	continued				
		I-01221714	01 -5862203	REPAIRS & MAI PARTS FOR SC-1	045801	69.00
01-MC0020	MC CLAIMS LUMBER CO.					
		I-0011211537	01 -5865218	STREET RE-SUR FORMING MATERIAL FOR CANA	045802	22.80
		I-001121300	01 -5865218	STREET RE-SUR CONCRETE SUPPLIES	045802	43.20
		I-001121516	01 -5865218	STREET RE-SUR FORMING MATERIAL FOR CANA	045802	287.67
		I-001121573	01 -5865218	STREET RE-SUR CONCRETE SUPPLIES	045802	24.06
		I-001121761	01 -5865218	STREET RE-SUR CONCRETE SUPPLIES	045802	73.90
		I-001121816	01 -5865218	STREET RE-SUR CONCRETE SUPPLIES	045802	119.99
		I-001121868	01 -5865218	STREET RE-SUR FORMING MATERIAL FOR CANA	045802	25.95
		I-001121964	01 -5865218	STREET RE-SUR FORMING MATERIAL FOR CANA	045802	148.43
01-MC0208	MCALESTER WELDING					
		I-487901	01 -5862203	REPAIRS & MAI RENT ON OXYGEN, ACETYLENE	045804	276.00
01-N00153	NATIONAL SAFETY COUNCIL					
		I-R413189	01 -5653213	SAFETY SUPPLI DDC INSTRUCTOR RECERT	045805	50.00
01-N00250	MCALESTER NEWS CAPITAL					
		I-02563181	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	045806	11.70
		I-02563216	01 -5652317	ADVERTISING & USE PERMITTED AFTER REVIE	045806	18.90
		I-02563217	01 -5652317	ADVERTISING & CLOSING OF ROADWAY EASMEN	045806	17.70
01-N00312	NORTH 69 AUTO SALVAGE					
		I-01002168	01 -5862203	REPAIRS & MAI MOTOR FOR PD JKIT 75	045807	1,700.00
01-000075	O'REILLY AUTO PARTS					
		C-0230-138656	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045809	45.00-
		I-0230-138264	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045809	147.89
		I-0230-138320	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045809	81.44
01-000276	OKLA. DEPT OF PUBLIC SA					
		I-08-23811	01 -5213331	EMPLOYEE TRAV TITLE 47 LAW BOOK/TRAFFIC	045810	75.00
		I-08-24089	01 -5213331	EMPLOYEE TRAV TITLE 47 LAW BOOK-OFFICER	045810	150.00
01-000303	OKLA. MUNICIPAL JUDGES					
		I-08-24441	01 -5213330	DUES & SUBSCR MEMBERSHIP DUES	045811	35.00
01-000304	OKLA MUNICIPAL LEAGUE					
		I-029774	01 -5211331	EMPLOYEE TRAV RED FLAG RULES CD	045812	39.00
01-000530	OML-OK MUNICIPAL LEAGUE					
		I-016737	01 -5101330	DUES & SUBSCR LABOR RELATIONS PROGRAM	045813	550.00
01-000592	ORTIVUS					
		I-028481	01 -5431202	OPERATING SUP MONTHLY USER FEE - APRIL	045815	350.00
01-P00041	PACE HEAT & AIR					

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-PC0041	FACE HEAT & AIR					
		I-33910	01 -5215323	DAMAGES REPAIR TO DAMAGE	045816	1,894.74
01-PC0042	PACIFIC TELEMANAGEMENT					
		I-11114	01 -5215315	TELEPHONE UTI PAY PHONE @ STIPE CENTER	045817	82.50
01-PC0310	PITNEY BOWES					
		I-08-24049	01 -5215312	EQUIPMENT REN POSTAGE FOR METER	045819	2,500.00
		I-3127966-AP-09	01 -5215312	EQUIPMENT REN TERM RENTAL- SCHEDULE 406	045819	1,290.00
		I-3127966-AP-09	01 -5215312	EQUIPMENT REN TERM RENTAL- SCHEDULE 407	045819	279.00
01-PC0380	PITTS. CTY. GEOLOGICAL					
		I-08-24467	01 -5215313	ELECTRIC UTIL 1/2 ELECTRIC & GAS BILLS	045820	653.08
01-P00510	PRO-KIL PEST CONTROL					
		I-50527	01 -5542316	REPAIRS & MAI MONTHLY PEST CONTROL	045821	126.00
01-P00560	PUBLIC SERVICE/AEP					
		I-08-24121	01 -5215313	ELECTRIC UTIL 95084541358-303 W SPRINGE	045719	11.23
		I-08-24121	01 -5215313	ELECTRIC UTIL 95630770212-302 E FILLMOR	045719	61.14
		I-08-24403	01 -5215313	ELECTRIC UTIL 95084541358-303 W SPRINGE	045719	11.46
		I-08-24414	01 -5215313	ELECTRIC UTIL 95235582004 - LIBRARY	045719	1,668.86
		I-08-24414	01 -5215313	ELECTRIC UTIL 95242258705 - PD/NARC	045719	128.72
		I-08-24414	01 -5215313	ELECTRIC UTIL 95692191224-301 W JEFFERS	045719	35.62
		I-08-24414	01 -5215313	ELECTRIC UTIL 95205457302-1600 E CARL A	045719	23.26
		I-08-24414	01 -5215313	ELECTRIC UTIL 95792346108 - ST LIGHTS	045719	10,427.44
		I-08-24414	01 -5215313	ELECTRIC UTIL 95287592018 - GENERAL	045719	7,540.67
		I-08-24414	01 -5215313	ELECTRIC UTIL 95630770212-302 E FILLMOR	045719	60.91
01-Q00017	QUALITY JANITORIAL SUPP					
		I-002969	01 -5542316	REPAIRS & MAI JANITORIAL SUPPLIES	045822	537.87
01-RC0108	RANDY OR KRISTI DARLEY					
		I-08-24389	01 -5215323	DAMAGES REP DAMAGED WINDSHIELD	045823	195.00
01-R00219	RELIABLE OFFICE SUPLIES					
		I-XPD44001	01 -5321319	MISCELLANEOUS 4 DRAWER FILING CABINET	045824	626.47
01-R00230	RENE & ROYS WESTERN WEA					
		I-5423-49	01 -5431207	CLOTHING ALLO BOOTS	045825	139.99
01-RC0299	RICHARD GORMAN					
		I-08-24390	01 -5215323	DAMAGES REIMB OF PLUMBING EXPENSE	045826	112.50
01-R00405	RIVERSIDE AUTO PLEX					
		I-08-24388	01 -5215323	DAMAGES REPAIR TO GATE	045827	635.00
01-S00510	SOUTHERN SUPPLY & EQUIP					
		I-45256	01 -5862203	REPAIRS & MAI BLANKET PO FOR SMALL	045830	24.33

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-----						
01-S00510	SOUTHERN SUPPLY & EQUIP		continued			
		I-45557	01 -5862203	REPAIRS & MAI BLANKET PO FOR SMALL	045830	39.60
		I-45568	01 -5862203	REPAIRS & MAI BLANKET PO FOR SMALL	045830	26.04
01-S00725	STAPLES CREDIT PLAN					
		I-111670	01 -5865202	OPERATING SUP INK FOR PRINTERS	045834	135.72
		I-116168	01 -5865202	OPERATING SUP INK FOR PRINTERS	045834	64.14
01-S00726	STAPLES BUSINESS ADVANT					
		I-92980	01 -5320202	OPERATING EXP MISC SUPPLIES (DETECTIVES	045835	179.99
01-T00010	T. H. ROGERS LUMBER CO.					
		I-392865	01 -5542203	REPAIRS & MAI REPAIR & MAINT ITEMS	045836	3.56
01-T00217	THE ST. PAUL COMPANIES					
		I-08-24481	01 -5215323	DAMAGES CLAIM #A411844	045837	2,845.95
		I-08-24481	01 -5215323	DAMAGES CLAIM #A414897	045837	701.48
		I-08-24481	01 -5215323	DAMAGES CLAIM #CES1884	045837	5,000.00
01-T00222	THE WATERS CONSULTING G					
		I-0309-1083	01 -5211308	CONTRACTED SE PRINTING BROCHURES	045838	1,390.20
		I-0409-1113	01 -5211308	CONTRACTED SE ADVERTISING	045838	360.00
01-T00370	TIPPIT INSURANCE					
		I-28358	01 -5215323	DAMAGES ADDITION OF TRASH COMPACT	045839	765.00
01-T00540	TREATS SOLUTIONS INC					
		I-004920	01 -5542316	REPAIRS & MAI JANITORIAL SUPPLIES	045840	769.62
01-T00630	TWIN CITIES READY MIX					
		I-29963	01 -5542316	REPAIRS & MAI CONCRETE FOR CATCH CAN	045842	198.75
		I-30035	01 -5542316	REPAIRS & MAI CONCRETE-BUILD CATCH CAN	045842	291.25
01-U00124	UNIVAR USA, INC.					
		I-TU-555409	01 -5542331	EMPLOYEE TRAV ANNUAL CEU TRAINING	045843	100.00
01-W00040	WALMART COMMUNITY BRC					
		I-02316	01 -5321202	OPERATING SUP BLANKET MISC. SUPPLIES	045846	28.20
		I-04297	01 -5321202	OPERATING SUP BLANKET MISC. SUPPLIES	045846	22.76
01-W00270	WHITE ELECTRICAL SUPPLY					
		I-233825	01 -5548203	REPAIRS & MAI ELECTRICAL SUPPLIES	045848	78.85
		I-234032	01 -5548203	REPAIRS & MAI ELECTRICAL SUPPLIES	045848	225.74
		I-234231	01 -5548203	REPAIRS & MAI ELECTRICAL SUPPLIES	045848	38.28
		I-234402	01 -5548203	REPAIRS & MAI ELECTRICAL SUPPLIES	045848	67.20
		I-234463	01 -5548203	REPAIRS & MAI ELECTRICAL SUPPLIES	045848	104.91
01-W00480	WYLIE SPRAYERS OF OKLA.					
		I-96996	01 -5542316	REPAIRS & MAI SPRAYER PARTS	045849	322.44
					FUND	01 GENERAL FUND
					TOTAL:	116,172.26

PACKET: 04291 CLAIMS 4/28/09

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00745	ALFA- ASSOC FOR LANDFIL					
		I-336	02 -5864327	SUB TITLE D E 4TH QTR PARTICIPATION FEE	045746	4,010.00
01-A00747	AT&T					
		I-08-24412	02 -5267315	TELEPHONE UTI 91842393004101 - MPWA	045716	3,507.90
		I-08-24412	02 -5267315	TELEPHONE UTI 91814751133780 -DATA LINE	045716	49.00
01-A00770	AUTO PARTS CO					
		I-838304	02 -5862203	REPAIRS & MAI MASTER CYLINDER, BRAKE	045747	308.19
01-B00180	BEMAC SUPPLY					
		C-CM S1442674.001	02 -5974316	REPAIRS & MAI MAINTENANCE SUPPLIES	045750	90.07-
		I-S1440953.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	045750	50.25
		I-S1441284.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	045750	2.45
		I-S1441424.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	045750	93.86
		I-S1441657.001	02 -5974316	REPAIRS & MAI MAINTENANCE SUPPLIES	045750	24.00
		I-S1441657.001	02 -5974316	REPAIRS & MAI MAINTENANCE SUPPLIES	045750	31.74
		I-S1441657.002	02 -5974316	REPAIRS & MAI MAINTENANCE SUPPLIES	045750	173.18
		I-S1442528.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	045750	76.20
		I-S1442674.001	02 -5974316	REPAIRS & MAI MAINTENANCE SUPPLIES	045750	151.35
		I-S1442723.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	045750	84.00
		I-S1442771.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	045750	24.89
		I-S1442925.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	045750	188.56
		I-S1442994.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	045750	64.56
		I-S1443855.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	045750	41.22
		I-S1443902.001	02 -5974316	REPAIRS & MAI MAINTENANCE SUPPLIES	045750	42.85
		I-S1444922.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	045751	31.40
		I-S1444953.001	02 -5974316	REPAIRS & MAI MAINTENANCE SUPPLIES	045751	7.38
		I-S1445183.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	045751	162.20
		I-S1445391.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	045751	8.43
		I-S1445426.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	045751	15.56
		I-S1445748.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	045751	45.70
		I-S1445910.001	02 -5974316	REPAIRS & MAI MAINTENANCE SUPPLIES	045751	97.91
		I-S1446265.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	045751	121.38
		I-S1446807.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	045751	5.01
		I-S1447818.001	02 -5974316	REPAIRS & MAI MAINTENANCE SUPPLIES	045751	56.36
		I-S1448218.001	02 -5974316	REPAIRS & MAI MAINTENANCE SUPPLIES	045751	19.05
		I-S1448504.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	045751	37.06
		I-S1448968.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	045751	129.88
		I-S1449577.001	02 -5974316	REPAIRS & MAI MAINTENANCE SUPPLIES	045752	185.33
		I-S1449600.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	045752	10.48
		I-S1451079.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	045752	38.17
		I-S1451316.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	045752	12.25
		I-S1451821.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	045752	42.76
		I-S1452343.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	045752	26.59
		I-S1452450.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	045752	113.99
01-B00360	BLUE BOOK (USA)					
		I-760471	02 -5975209	UTILITY MAINT 1" RADIAL NOZZLE	045756	135.95

PACKET: 04291 CLAIMS 4/28/09

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-100110	IMPRESS OFFICE SUPPLY		continued			
		I-027840	02 -5864202	OPERATING SUP WEIGH TICKETS FOR LANDFIL	045784	709.40
		I-027908	02 -5216202	OPERATING SUP BLACK INK CARTRIDGE #96	045784	67.96
01-100140	INDIAN NATION WHOLESALE					
		I-4881080	02 -5864203	REPAIRS & MAI TRASH BAGS FOR LANDFILL	045786	336.00
		I-4881080	02 -5864203	REPAIRS & MAI SHIPPING	045786	3.00
01-K00210	KIAMJCH: ELECTRIC COOP.					
		I-08-24435	02 -5267313	ELECTRIC UTIL ELECTRIC FOR HEREFORD	045791	270.16
01-L00082	LANDFILL EQUIPMENT					
		I-2426	02 -5864312	EQUIPMENT REN RENTAL OF TRASH COMPACTOR	045793	7,500.00
		I-2434	02 -5864312	EQUIPMENT REN RENTAL OF TRASH COMPACTOR	045793	7,500.00
01-L00428	LOWE'S CREDIT SERVICES					
		I-01180	02 -5973316	REPAIRS & MAI MAINT SUPPLIES	045795	18.66
		I-01260	02 -5973316	REPAIRS & MAI MAINT SUPPLIES	045795	28.80
		I-01565	02 -5973316	REPAIRS & MAI MAINT SUPPLIES	045795	26.40
		I-01732	02 -5973316	REPAIRS & MAI MAINT SUPPLIES	045795	9.90
		I-02078	02 -5973316	REPAIRS & MAI MAINT SUPPLIES	045795	59.76
		I-05131	02 -5973316	REPAIRS & MAI MAINT SUPPLIES	045795	253.90
		I-05150	02 -5973316	REPAIRS & MAI MAINT SUPPLIES	045795	37.10
		I-09117	02 -5973316	REPAIRS & MAI MAINT SUPPLIES	045796	56.91
01-000075	O'REILLY AUTO PARTS					
		I-0230-139912	02 -5862203	REPAIRS & MAI UTILITY MAINTENANCE	045809	29.54
		I-0230-139913	02 -5862203	REPAIRS & MAI UTILITY MAINTENANCE	045809	14.77
01-P00560	PUBLIC SERVICE/AEP					
		I-08-24414	02 -5267313	ELECTRIC UTIL 95043496827 - MPWA	045719	29,004.68
01-R00600	RURAL WATER DISTRICT #1					
		I-08-24348	02 -5267316	WATER UTILITY WATER @ LANDFILL	045720	107.46
01-S00234	SHARE CORPORATION					
		I-693124-B	02 -5973203	REPAIRS & MAI FREIGHT FOR GREASE	045828	27.00
01-S00351	SIGNATURE SCIENCE					
		I-24000961-12	02 -5974304	LAB TESTING CYTOSPORIDIUM TEST	045829	543.00
01-S00530	SOUTHWEST CHEMICAL SERV					
		I-85622	02 -5974206	MAJOR CHEMICA CAUSTIC	045831	8,380.00
01-S00560	SOUTHWEST FLUID SYSTEM					
		I-Y-032509	02 -5973316	REPAIRS & MAI ROTATING ASSEMBLY	045832	20,193.71
01-S00710	STANDARD MACHINE LLC					
		I-207556	02 -5862203	REPAIRS & MAI DRIVELINE REP UNIT W-44	045833	320.00

PACKET: 04291 CLAIMS 4/28/09

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-----						
01-S00726	STAPLES BUSINESS ADVANT					
		I-3115773702	02 -5871202	OPERATING SUP INK & SUPPLIES FOR OFFICE	045835	113.28
		I-84402	02 -5871202	OPERATING SUP INK & SUPPLIES FOR OFFICE	045835	32.41
		I-92955	02 -5973203	REPAIRS & MAI INK & SUPPLIES	045835	276.66
01-T00605	TULSA CITY-COUNTY					
		I-9461	02 -5974304	LAB TESTING COLIFORM TESTING	045841	704.00
01-U00130	UNITED SAFETY & CLAIMS					
		I-08-24480	02 -5267106	WORKMAN'S COM WORKERS COMP	045844	5,185.61
01-V00070	VERMEER GREATPLAINS INC					
		I-05016747	02 -5864203	REPAIRS & MAI BELT, CABLE, WASHER	045845	1,090.76
01-W00270	WHITE ELECTRICAL SUPPLY					
		I-234626	02 -5974316	REPAIRS & MAI MAINTENANCE SUPPLY'S	045848	266.23
				FUND 02 MPWA	TOTAL:	131,311.09

PACKET: 04291 CLAIMS 4/28/09  
 VENDOR SET: 01  
 FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00320	CENTERPOINT ENERGY ARKL	I-08-24410	03 -5876314	GAS UTILITY 1475011 - AIRPORT	045717	44.97
01-P00560	PUBLIC SERVICE/AEP	I-08-24414	03 -5876313	ELECTRIC UTIL 95291700219 - AIRPORT	045719	732.33
01-W00269	WHITES TRACTORS	I-105244	03 -5876203	REPAIRS & MAI REPAIR AND MAINT ITEMS	045847	300.00
		I-105244A	03 -5876330	DUES & SUBSCR TRACTOR & MOWING PARTS	045847	141.50
			FUND 03	AIRPORT AUTHORITY	TOTAL:	1,218.80

PACKET: 04291 CLAIMS 4/28/09

VENDOR SET: 01

FUND : 05 PARKING AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000560	PUBLIC SERVICE/AEP					
		I-08-24414	05 -5218313	ELECTRIC UTIL 95244019006 -PARKING AUTH	045719	118.23
			FUND	05 PARKING AUTHORITY	TOTAL:	118.23

PACKET: 04291 CLAIMS 4/28/09

VENDOR SET: 01

FUND : 08 NUTRITION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00747	AT&T					
		I-08-24412	08 -5549315	TELEPHONE UTI 918A4006692564 -NUTRITION	045716	114.70
01-D00213	DEBBIE COMPTON					
		I-08-24421	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	045766	150.00
		I-08-24423	08 -5549308	CONTRACT SERV REIMBURSEMENT OF MILEAGE	045766	121.00
01-G00220	KENNETH EUGENE CARR					
		I-08-24422	08 -5549308	CONTRACT SERV REIMBURSEMENT OF MILEAGE	045777	137.50
01-K00186	KENNETH BAKER					
		I-08-24419	08 -5549308	CONTRACT SERV REIMBURSEMENT OF MILEAGE	045790	110.00
		I-08-24420	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	045790	150.00
			FUND 08 NUTRITION	TOTAL:		783.20

PACKET: 04291 CLAIMS 4/28/09

VENDOR SET: 01

FUND : 14 C.O.P.S./GRANT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000532	OKLAHOMA POLICE SUPPLY					
		1-0136316	14 -5321451	POLICE EQUIPM MF8 BID VESTS	045814	429.95
			FUND	14 C.O.P.S./GRANT	TOTAL:	429.95



PACKET: 04291 CLAIMS 4/28/09

VENDOR SET: 01

FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00747	AT&T					
		I-08-24412	29 -5324315	TELEPHONE UTI 91868300256872 - E911	045716	2,657.16
C1-S00726	STAPLES BUSINESS ADVANT					
		I-94388	29 -5324202	OPERATING SUP HP OFFICE JET 650	045835	149.98
		I-94388	29 -5324202	OPERATING SUP INK CARTRIDGES - BLK	045835	107.97
			FUND	29 E-911	TOTAL:	2,915.11

PACKET: 04291 CLAIMS 4/28/09

VENDOR SET: 01

FUND : 30 ECONOMIC DEVELOPMENT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-MC0134	MCALESTER MAIN STREET					
		I-08-24436	30 -5211319	MISCELLANEOUS APRIL 2009	045803	2,916.67
01-N00347	MEHLBURGER BRAWLEY / NR					
		I-MC-09-01-01	30 -5211403	ECONOMIC DEVE ENGINEERING FEES	045808	9,841.20
		I-MC-09-01-01	30 -5211403	ECONOMIC DEVE ENGINEERING FEES	045808	6,438.80
			FUND	30 ECONOMIC DEVELOPMENT	TOTAL:	19,196.67
					REPORT GRAND TOTAL:	314,551.91

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2008-2009	01 -5161330	DUES & SUBSCRIPTIONS	550.00	21,576	253.47		
	01 -5211202	OPERATING SUPPLIES	139.15	6,050	3,611.24-	Y	
	01 -5211308	CONTRACTED SERVICES	1,750.20	3,500	3,315.20-	Y	
	01 -5211331	EMPLOYEE TRAVEL & TRAININ	39.00	5,000	1,631.18		
	01 -5212317	ADVERTISING & PRINTING	11.70	5,000	542.87		
	01 -5213330	DUES & SUBSCRIPTIONS	35.00	800	5.00-	Y	
	01 -5213331	EMPLOYEE TRAVEL & TRAINING	225.00	2,000	521.45		
	01 -5214302	CONSULTANTS/LABOR RELATION	5,103.37	119,965	26,845.42		
	01 -5215312	EQUIPMENT RENTALS	4,069.00	50,806	14,484.67		
	01 -5215313	ELECTRIC UTILITY	20,622.39	409,375	90,234.74		
	01 -5215314	GAS UTILITY	5,612.08	15,000	1,595.69		
	01 -5215315	TELEPHONE UTILITY	1,247.21	71,628	26,106.20		
	01 -5215323	DAMAGES	12,149.67	80,000	1,801.20-	Y	
	01 -5215480	CONTINGENCY/ADA COMPLIANCE	14,968.00	46,445	3,143.60		
	01 -5225349	INCODE SOFTWARE MAINTENANC	200.00	27,400	1,721.00		
	01 -5225401	COMPUTER TECHNOLOGY	4,653.42	47,500	22,964.72		
	01 -5320202	OPERATING EXPENSE	179.99	5,000	1,076.08		
	01 -5321202	OPERATING SUPPLIES	342.08	15,000	5,509.07		
	01 -5321319	MISCELLANEOUS	626.47	2,000	146.53		
	01 -5321331	EMPLOYEE TRAVEL & TRAININ	299.54	12,000	5,496.12		
	01 -5431202	OPERATING SUPPLIES	568.74	27,000	768.22		
	01 -5431207	CLOTHING ALLOWANCE	139.99	16,125	1,990.45		
	01 -5542202	OPERATING SUPPLIES	109.80	48,000	23,898.20		
	01 -5542203	REPAIRS & MAINT SUPPLIES	157.37	26,000	2,077.15		
	01 -5542220	DONATIONS EXPENSE	1,526.00	75,000	69,102.54		
	01 -5542308	CONTRACTED SERVICES	60.14	25,000	6,816.72		
	01 -5542316	REPAIRS & MAINTENANCE	4,136.82	20,000	558.32		
	01 -5542319	MISCELLANEOUS	3,024.00	22,000	10,949.47		
	01 -5542331	EMPLOYEE TRAVEL & TRAININ	100.00	2,500	1,102.34		
	01 -5543203	REPAIRS & MAINT SUPPLIES	85.06	16,000	3,482.71		
	01 -5548203	REPAIRS & MAINTENANCE SUPP	2,030.25	40,000	289.99		
	01 -5548204	SMALL TOOLS	599.68	5,000	1,574.62		
	01 -5548316	REPAIRS & MAINTENANCE	270.89	16,000	5,865.09		
	01 -5652317	ADVERTISING & PRINTING	36.60	3,000	2,281.60		
	01 -5653213	SAFETY SUPPLIES	50.00	8,500	4,201.70		
	01 -5653348	DRUG TESTING & MISC. FEES	539.00	8,000	2,551.00		
	01 -5862203	REPAIRS & MAINT SUPPLIES	3,146.68	194,670	26,801.39		
	01 -5862205	PETROLEUM PRODUCTS	8,380.85	411,000	128,606.31		
	01 -5863203	REPAIR & MAINT SUPPLIES	308.55	37,800	25,871.96		
	01 -5865202	OPERATING SUPPLIES	199.86	3,000	443.35		
	01 -5865218	STREET RE-SURFACING	17,878.71	197,500	657.68		
	02 -5216202	OPERATING SUPPLIES	191.46	16,385	2,014.20		
	02 -5267106	WORKMAN'S COMP	5,185.61	222,467	2,037.17-	Y	
	02 -5267313	ELECTRIC UTILITY	29,274.84	549,699	102,984.23		
	02 -5267314	GAS UTILITY	1,037.48	9,000	4,616.18		

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

YEAR	ACCOUNT	NAME	AMOUNT	*****LINE ITEM*****		*****GROUP BUDGET*****	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
02	-5267315	TELEPHONE UTILITY	3,556.90	34,800	1,164.29		
02	-5267316	WATER UTILITY	107.46	3,500	1,564.80		
02	-5862203	REPAIRS & MAINT SUPPLIES	2,222.50	239,000	24,949.46		
02	-5864202	OPERATING SUPPLIES	709.40	8,500	174.11		
02	-5864203	REPAIRS & MAINT SUPPLIES	6,362.00	36,500	5,354.46		
02	-5864312	EQUIPMENT RENTALS	15,000.00	96,500	14,750.00		
02	-5864327	SUB TITLE D EXPENSE	5,940.00	300,000	143,013.85		
02	-5864329	DEQ FEES	8,130.31	30,000	1,045.84		
02	-5871202	OPERATING SUPPLIES	253.27	5,488	807.35		
02	-5973203	REPAIRS & MAINT SUPPLIES	2,935.82	57,500	3,793.19		
02	-5973316	REPAIRS & MAINTENANCE	20,685.14	65,000	17,903.56		
02	-5973329	DEQ FEES	14,552.95	15,500	88.05		
02	-5974203	REPAIRS & MAINT SUPPLIES	1,067.00	40,000	13,992.25		
02	-5974206	MAJOR CHEMICALS	8,380.00	350,000	47,628.49		
02	-5974304	LAB TESTING	1,247.00	31,000	1,198.62	Y	
02	-5974316	REPAIRS & MAINTENANCE	965.31	75,000	49,757.68		
02	-5974329	DEQ FEES	1,085.66	4,000	2,704.66	Y	
02	-5975202	OPERATING SUPPLIES	1,426.85	30,000	73.15		
02	-5975209	UTILITY MAINTENANCE SUPP.	994.13	30,000	47.27		
03	-5876203	REPAIRS & MAINT SUPPLIES	300.00	4,038	71.07		
03	-5876313	ELECTRIC UTILITY	732.33	11,824	1,786.80		
03	-5876314	GAS UTILITY	44.97	500	359.83		
03	-5876330	DUES & SUBSCRIPTIONS	141.50	250	108.50		
05	-5218313	ELECTRIC UTILITY	118.23	4,560	2,793.61		
08	-5549308	CONTRACT SERVICES	668.50	13,530	537.78		
08	-5549315	TELEPHONE UTILITY	114.70	1,500	351.08		
11	-5220302	CONSULTANTS	18,618.00	19,000	9,676.00	Y	
14	-5321451	POLICE EQUIPMENT	429.95	13,500	323.05		
28	-5654202	OPERATING SUPPLIES	260.50	7,726	1,305.29		
28	-5654203	REPAIR & MAINT SUPPLIES	73.83	16,000	2,327.77		
28	-5654210	CONCESSION SUPPLIES	1,172.45	25,200	208.35		
28	-5654224	CATERING	276.79	4,300	937.92		
28	-5654308	CONTRACT SERVICES	155.38	3,000	1,122.37		
28	-5654313	ELECTRIC UTILITY	4,430.06	60,000	76.71		
28	-5654314	GAS UTILITY	17,419.59	12,000	6,067.81	Y	
29	-5324202	OPERATING SUPPLIES	257.95	14,827	12,762.11		
29	-5324315	TELEPHONE UTILITY	2,657.16	33,240	17,743.23		
30	-5211319	MISCELLANEOUS	2,916.67	59,500	21,488.11		
30	-5211403	ECONOMIC DEVELOPMENT PROJE	16,280.00	505,001	487,791.00		
** 2008-2009 YEAR TOTALS **			314,551.91				

NO ERRORS

\*\* END OF REPORT \*\*



# McAlester City Council

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## AGENDA REPORT

Meeting Date: April 28, 2009  
Department: City Manager  
Prepared By: Mark B. Roath  
Date Prepared: April 21, 2009

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

### Subject

Presentation of the Mayor's Property of the Month.

### Recommendation

### Discussion

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	<u>MBR</u>	<u>04/21/09</u>



# McAlester City Council

## AGENDA REPORT

Meeting Date: April 28, 2009 Item Number: 2  
Department: City Manager  
Prepared By: Mark B. Roath Account Code: \_\_\_\_\_  
Date Prepared: April 22, 2009 Budgeted Amount: \_\_\_\_\_  
Exhibits: One

### Subject

Consider, and act upon, an Ordinance adopting an "Identity Theft Prevention Program" to comply with Federal Regulations Relating to Red Flags and Identity Theft; and approving administrative rules entitled "Identity Theft Prevention Program Rules"; providing for a severability clause; and declaring an emergency.

### Recommendation

Motion to approve an Ordinance adopting an "Identity Theft Prevention Program"; and declaring an emergency.

### Discussion

The Federal Trade Commission has adopted Identity Theft Rules requiring the creation of certain policies relating to the use of consumer reports, address discrepancy and the detection, prevention and mitigation of identity theft. Cities that provide utility services or otherwise accept payment for municipal services in arrears are subject to the Federal Trade Commission Identity Theft Rules.

Harold Stewart, Jim Lyles and Sherry Alessi have developed the proposed "Identity Theft Prevention Program Rules" at the request of the City Manager.

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	<u>MBR</u>	<u>04/22/09</u>

**ORDINANCE NO: \_\_\_\_\_**

**AN ORDINANCE ADOPTING AN “IDENTITY THEFT PREVENTION PROGRAM” TO COMPLY WITH FEDERAL REGULATIONS RELATING TO RED FLAGS AND IDENTITY THEFT; AND APPROVING ADMINISTRATIVE RULES ENTITLED “IDENTITY THEFT PREVENTION PROGRAM RULES”; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.**

**WHEREAS**, pursuant to federal law the Federal Trade Commission (“FTC”) adopted Identity Theft Rules requiring the creation of certain policies relating to the use of consumer reports, address discrepancy and the detection, prevention and mitigation of identity theft;

**WHEREAS**, the Federal Trade Commission regulations, adopted as 16 CFR § 681.2, require creditors, as defined by 15 U.S.C. § 1681a (r) (5), to adopt red flag policies to prevent and mitigate identity theft with respect to covered accounts;

**WHEREAS**, 15 U.S.C. § 1681a (r) (5) cites 15 U.S.C. § 1691a, which defines a creditor as a person that extends, renews or continues credit, and defines ‘credit’ in part as the right to purchase property or services and defer payment therefore;

**WHEREAS**, the Federal Trade Commission regulations include utility companies in the definition of creditor;

**WHEREAS**, the City of McAlester is a creditor with respect to 16 CFR § 681.2 by virtue of providing utility services<sup>1</sup> or by otherwise accepting payment for municipal services in arrears;

**WHEREAS**, the Federal Trade Commission regulations define ‘covered account’ in part as an account that a creditor provides for personal, family or household purposes that is designed to allow multiple payments or transactions and specifies that a utility account is a covered account;

**WHEREAS**, the Federal Trade Commission regulations require each creditor to adopt an Identity Theft Prevention Program, which will use red flags to detect, prevent and mitigate identity theft related to information used in covered accounts;

**WHEREAS**, the City provides water, sewer and refuse collection services for which payment is made after the product is consumed or the service has otherwise been provided which by virtue of being utility accounts are covered accounts;

**WHEREAS**, customer accounts for Municipal Court fines for which payment is made after the fine is imposed are covered accounts by virtue of allowing for multiple payments or transactions;

**WHEREAS**, customer accounts for Emergency Medical Services for which payment is made after the initial account is established are covered accounts by virtue of allowing for multiple payments or transactions;

**WHEREAS**, customer accounts for development review and other services for which payment is made after the product is consumed or the service has otherwise been provided are covered accounts by virtue of being for household purposes and allowing for multiple payments or transactions;

**WHEREAS**, the Federal Trade Commission regulations, adopted as 16 CFR 681.1, require users of consumer credit reports to develop policies and procedures relating to address discrepancies between information provided by a consumer and information provided by a consumer credit company;

**WHEREAS**, the duly elected governing body for the City of McAlester is the City Council.

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

**SECTION 1:** The Administrative Rules entitled "Identity Theft Prevention Program," which is attached hereto and fully incorporated herein by reference, be, and same hereby is, completely adopted and approved.

**SECTION 2:** 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 3:** 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 4:** 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 28th day of April, 2009.**

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

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

**ATTEST:**

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

**Approved as to form and legality this 28th day of April, 2009.**

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**William J. Ervin, City Attorney**

<sup>1</sup>References to utility accounts only apply to local governments that actually provide utility services. While the regulations state that utility accounts are “covered accounts” and that “creditors” includes utility companies, it is possible that a city could be a creditor with respect to non-utility covered accounts. In this event, the preamble to this ordinance should be amended accordingly.

## ADMINISTRATIVE RULES

### Identity Theft Prevention Program

§ 1. Definitions. For purposes of this Article, the following definitions apply<sup>1</sup>:

(A) 'City' means the City of McAlester, Oklahoma.

(B) 'Covered account' means (i) An account that a financial institution or creditor offers or maintains, primarily for personal, family, or household purposes, that involves or is designed to permit multiple payments or transactions, such as a credit card account, or utility account, or Municipal Court imposed fine or costs; and (ii) Any other account that the financial institution or creditor offers or maintains for which there is a reasonably foreseeable risk to customers or to the safety and soundness of the financial institution or creditor from identity theft, including financial, operational, compliance, reputation, or litigation risks.

(C) 'Credit' means the right granted by a creditor to a debtor to defer payment of debt or to incur debts and defer its payment or to purchase property or services and defer payment therefore.

(D) 'Creditor' means any person who regularly extends, renews, or continues credit; any person who regularly arranges for the extension, renewal, or continuation of credit; or any assignee of an original creditor who participates in the decision to extend, renew, or continue credit and includes utility companies.

(E) 'Customer' means a person that has a covered account with a creditor.

(F) 'Identity theft' means a fraud committed or attempted using identifying information of another person without authority.

(G) 'Person' means a natural person, a corporation, government, or governmental subdivision or agency, trust, estate, partnership, cooperative, or association.

(H) 'Personal Identifying Information' means a person's credit card account information, debit card information, bank account information and drivers' license information and for a natural person includes their social security number, mother's birth name, and date of birth.

(I) 'Red Flag' means a pattern, practice, or specific activity that indicates the possible existence of identity theft.

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<sup>1</sup> Other than 'city' and 'personal identifying information', definitions provided in this section are based on the definitions provided in 16CFR § 681.2.

(J) 'Service provider' means a person that provides a service directly to the city.

§ 2. Findings.

- (A) The city is a creditor pursuant to 16 CFR § 681.2 due to its provision or maintenance of covered accounts for which payment is made in arrears.
- (B) The processes of opening a new covered account, restoring an existing covered account, making payments on such accounts have been identified as potential processes in which identity theft could occur.
- (C) The city limits access to personal identifying information to those employees responsible for or otherwise involved in opening or restoring covered accounts or accepting payment for use of covered accounts. Information provided to such employees is entered directly into the city's computer system and is not otherwise recorded.
- (D) The city determines that there is a low risk of identity theft occurring in the following ways:
  - (1) Use by an applicant of another person's personal identifying information to establish a new covered account;
  - (2) Use of a previous customer's personal identifying information by another person in an effort to have service restored in the previous customer's name.
  - (3) Use of another person's credit card, bank account, or other method of payment by a customer to pay such customer's covered account or accounts;
  - (4) Use by a customer desiring to restore such customer's covered account of another person's credit card, bank account, or other method of payment.

§ 3. Process of Establishing a Covered Account

- (A) As a precondition to opening a covered account in the city, each applicant shall provide the city with personal identifying information of the customer as may be reasonably requested by the employee opening said account. Such information shall be entered directly into the city's computer system and shall not otherwise be recorded.
- (B) Each account shall be assigned an account number and a password.

§ 4. Access to Covered Account Information.

- (A) Access to customer accounts shall be password protected and shall be limited to authorized city personnel.
- (B) Any unauthorized access to or other breach of customer accounts is to be reported immediately to the City Manager and the password changed immediately.

(C) Personal identifying information included in customer accounts is considered confidential and any request or demand for such information shall be immediately forwarded to the City Manager and the City Attorney.

§ 5. Credit Card Payments.

(A) All credit card payments made over the telephone shall be entered directly into the customer's account information in the computer database.

(B) Receipts for covered accounts shall include only the last four digits of the credit or debit card or the bank account used for payment of the covered account.

§ 6. Sources and Types of Red Flags.

(A) All employees responsible for or involved in the process of opening a covered account, restoring a covered account or accepting payment for a covered account shall check for red flags as indicators of possible identity theft and such red flags may include:

(1) Alerts from consumer reporting agencies, fraud detection agencies or service providers.

Examples of alerts include but are not limited to:

- a. A fraud or active duty alert that is included with a consumer report;
- b. A notice of credit freezes in response to a request for a consumer report;
- c. A notice of address discrepancy provided by a consumer-reporting agency;
- d. Indications of a pattern of activity in a consumer report that is inconsistent with the history and usual pattern of activity of an applicant or customer, such as:
  - i. A recent and significant increase in the volume of inquiries;
  - ii. An unusual number of recently established credit relationships;
  - iii. A material change in the use of credit, especially with respect to recently established credit relationships; or
  - iv. An account that was closed for cause or identified for abuse of account privileges by a financial institution or creditor.

(B) Suspicious documents. Examples of suspicious documents include:

- (1) Documents provided for identification that appear to be altered or forged;
- (2) Identification on which the photograph or physical description is inconsistent with the appearance of the applicant or customer;
- (3) Identification on which the information is inconsistent with information provided by the applicant or customer;
- (4) Identification on which the information is inconsistent with readily accessible information that is on file with the financial institution or creditor, such as a signature card or a recent check; or
- (5) An application that appears to have been altered or forged, or appears to have been destroyed and reassembled.

(C) Suspicious personal identification, such as suspicious address change. Examples of suspicious identifying information include:

- (1) Personal identifying information that is inconsistent with external information sources used by the financial institution or creditor. For example:
  - (a) The address does not match any address in the consumer report; or
  - (b) The Social Security Number (SSN) has not been issued, or is listed on the Social Security Administration's Death Master File.
- (2) Personal identifying information provided by the customer is not consistent with other personal identifying information provided by the customer, such as a lack of correlation between the SSN range and date of birth.
- (3) Personal identifying information or a phone number or address, is associated with known fraudulent applications, activities as indicated by internal, or third party sources used by the financial institution or creditor.
- (4) Other information provided, such as fictitious mailing address, mail drop addresses, jail addresses, invalid phone numbers, pager numbers or answering services, is associated with fraudulent activity.
- (5) The SSN provided is the same as that submitted by other applicants or customers.
- (6) The address or telephone number provided is the same as or similar to the account number or telephone number submitted by an unusually large number of applicants or customers.
- (7) The applicant or customer fails to provide all required personal identifying information on an application or in response to notification that the application is incomplete.
- (8) Personal identifying information is not consistent with personal identifying information that is on file with the financial institution or creditor.
- (9) The applicant or customer cannot provide authenticating information beyond that which generally would be available from a wallet or consumer report.

(D) Unusual use of or suspicious activity relating to a covered account. Examples of suspicious activity include:

- (1) Shortly following the notice of a change of address for an account, City receives a request for the addition of authorized users on the account.
- (2) A new revolving credit account is used in a manner commonly associated with known patterns of fraud patterns. For example:  
The customer fails to make the first payment or makes an initial payment but no subsequent payments.
- (3) An account is used in a manner that is not consistent with established patterns of activity on the account. There is, for example:  
Nonpayment when there is no history of late or missed payments;  
A material change in purchasing or spending patterns;
- (4) An account that has been inactive for a long period is used (*taking into consideration the type of account, the expected pattern of usage and other relevant factors*).
- (5) Mail sent to the customer is returned repeatedly as undeliverable although transactions continue to be conducted in connection with the customer's account.
- (6) The city is notified that the customer is not receiving paper account statements.
- (7) The city is notified of unauthorized charges or transactions in connection with a customer's account.

(8) The city is notified by a customer, law enforcement or another person that it has opened a fraudulent account for a person engaged in identity theft.

(E) Notice from customers, law enforcement, victims or other reliable sources regarding possible identity theft or phishing relating to covered accounts.

#### § 7. Prevention and Mitigation of Identity Theft.

(A) In an event that any city employee responsible for or involved in restoring an existing covered account or accepting payment for a covered account becomes aware of red flags indicating possible identity theft with respect to existing covered accounts, such employee shall use his or her discretion to determine whether such red flag or combination of red flags suggests a threat of identity theft. If, in his or her discretion, such employee determines that identity theft or attempted identity theft is likely or probable, such employee shall immediately report such red flags to the Chief Financial Officer. If, in his or her discretion, such employee deems that identity theft is unlikely or that reliable information is available to reconcile red flags, the employee shall convey this information to the Chief Financial Officer, who may in his or her discretion determine that no further action is necessary. If the Chief Financial Officer, in his or her discretion, determines that further action is necessary, a city employee shall perform one or more of the following responses, as determined to be appropriate by the Chief Financial Officer:

(1) Contact the customer;

(2) Make the following changes to the account if, after contacting the customer, it is apparent that someone other than the customer has accessed the customer's covered account:

(a) Change any account numbers, passwords, security codes, or other security devices that permit access to an account; or

(b) Close the account;

(c) Cease attempts to collect additional charges from the customer and decline to sell the customer's account to a debt collector in the event that the customer's account has been accessed without authorization and such access has caused additional charges to accrue;

(d) Notify a debt collector within *72 hours* of the discovery of likely or probable identity theft relating to a customer account that has been sold to such debt collector in the event that a customer's account has been sold to a debt collector prior to the discovery of the likelihood or probability of identity theft relating to such account;

(e) Notify law enforcement, in the event that someone other than the customer has accessed the customer's account causing additional charges to accrue or accessing personal identifying information; or

(f) Take other appropriate action to prevent or mitigate identity theft.

(B) In the event that any city employee responsible for or involved in opening a new covered account becomes aware of red flags indicating possible identity theft with respect an application for a new account, such employee shall use his or her discretion to determine whether such red flag or combination of red flags suggests a threat of identity theft. If, in

his or her discretion, such employee determines that identity theft or attempted identity theft is likely or probable, such employee shall immediately report such red flags to the Chief Financial Officer. If, in his or her discretion, such employee deems that identity theft is unlikely or that reliable information is available to reconcile red flags, the employee shall convey this information to the Chief Financial Officer, who may in his or her discretion determine that no further action is necessary. If the Chief Financial Officer, in his or her discretion, determines that further action is necessary, a city employee shall perform one or more of the following responses, as determined to be appropriate by the Chief Financial Officer:

- (1) Request additional identifying information from the applicant;
- (2) Deny the application for the new account;
- (3) Notify law enforcement of possible identity theft; or
- (4) Take other appropriate action to prevent or mitigate identity theft.

#### § 8. Updating the Program.

(A) Upon the recommendation of the City Manager the city council shall annually review and, as deemed necessary by the council, update the Administrative Rules for the “Identity Theft Prevention Program” along with any relevant red flags in order to reflect changes in risks to customers or to the safety and soundness of the city and its covered accounts from identity theft. In so doing, the city council shall consider the following factors and exercise its discretion in amending the program:

- (1) The city’s experiences with identity theft;
- (2) Updates in methods of identity theft;
- (3) Updates in customary methods used to detect, prevent, and mitigate identity theft;
- (4) Updates in the types of accounts that the city offers or maintains; and
- (5) Updates in service provider arrangements.

#### § 9. Program Administration.

(A) The *Chief Financial Officer* is responsible for oversight of the program and for program implementation. The *City Manager* is responsible for reviewing reports prepared by staff regarding compliance with red flag requirements and with recommending material changes to the program, as necessary in the opinion of the *City Manager*, to address changing identity theft risks and to identify new or discontinued types of covered accounts. Any recommended material changes to the program shall be submitted to the city council for consideration.

(B) The *Chief Financial Officer* will report to the *City Manager* at least annually, on compliance with the red flag requirements. The report will address material matters related to the program and evaluate issues such as:

(1) The effectiveness of the policies and procedures of city in addressing the risk of identity theft in connection with the opening of covered accounts and with respect to existing covered accounts:

- (2) Service provider arrangements;

- (3) Significant incidents involving identity theft and management's response; and
- (4) Recommendations for material changes to the Program.

(C) The Chief Financial Officer is responsible for providing training to all employees responsible for or involved in opening a new covered account, restoring an existing covered account or accepting payment of a covered account with respect to the implementation and requirements of the Identity Theft Prevention Program. The Chief Financial Officer shall exercise his or her discretion in determining the amount and substance of training necessary.

§ 10. Outside Service Providers.

(A) In the event that the city engages a service provider to perform an activity in connection with one or more covered accounts the Chief Financial Officer shall exercise his or her discretion in reviewing such arrangements in order to ensure, to the best of his or her ability, that the service provider's activities are conducted in accordance with policies and procedures, agreed upon by contract, that are designed to detect any red flags that may arise in the performance of the service provider's activities and take appropriate steps to prevent or mitigate identity theft.

§ 11. Treatment of Address Discrepancies.

(A) Pursuant to 16 CFR § 681.1, the purpose of this section is to establish a process by which the city will be able to form a reasonable belief that a consumer report relates to the consumer about whom it has requested a consumer credit report when the city has received a notice of address discrepancy.

(B) In the event that the city receives a notice of address discrepancy, the city employee responsible for verifying consumer addresses for the purpose of providing the municipal service or account sought by the consumer shall perform one or more of the following activities, as determined to be appropriate by such employee:

- (1) Compare the information in the consumer report with:
  - (a) Information the city obtains and uses to verify a consumer's identity in accordance with the requirements of the Customer Information Program rules implementing 31 U.S.C. § 5318(1);
  - (b) Information the city maintains in its own records, such as applications for service, change of address notices, other customer account records or tax records; or
  - (c) Information the city obtains from third-party sources that are deemed reliable by the relevant city employee; or

(2) Verify the information in the consumer report with the consumer.

§ 12. Furnishing Consumer's Address to Consumer Reporting Agency.

(A) In the event that the city uses a consumer-reporting agency and the city reasonably confirms that an address provided by a consumer to the city is accurate, the city is required to provide such address to the consumer-reporting agency from which the city received a notice of address discrepancy with respect to such consumer. This information is required to be provided to the consumer reporting agency when:

(1) The city is able to form a reasonable belief that the consumer report relates to the consumer about whom the city requested the report:

(2) The city establishes a continuing relation with the consumer; and

(3) The city regularly and in the ordinary course of business provides information to the consumer-reporting agency from which it received the notice of address discrepancy.

(B) Such information shall be provided to the consumer-reporting agency as part of the information regularly provided by the city to such agency for the reporting period in which the city establishes a relationship with the customer.

### § 13. Methods of Confirming Consumer Addresses.

(A) The city employee charged with confirming consumer addresses may, in his or her discretion, confirm the accuracy of an address through one or more of the following methods:

(1) Verifying the address with the consumer;

(2) Reviewing the city's records to verify the consumer's address;

(3) Verifying the address through third-party sources; or

(4) Using other reasonable processes.



# McAlester City Council

## AGENDA REPORT

**Meeting Date:** April 28, 2009      **Item Number:** 3  
**Department:** Public Works- Engineering  
**Prepared By:** George Marcangeli      **Account Code:** \_\_\_\_\_  
**Date Prepared:** April 20, 2009      **Budgeted Amount:** \_\_\_\_\_  
**Exhibits:** One

### Subject

Consider, and act upon, an Ordinance amending Chapter 106 of the McAlester Code of Ordinances, by adding an Article V., establishing a Stormwater Utility; providing for a severability clause; and declaring an emergency.

### Recommendation

Motion to approve an ordinance which establishes a Stormwater Utility Program for the City of McAlester.

### Discussion

Federal regulations for stormwater make it necessary for the City to adopt an ordinance to regulate stormwater discharges inside the City of McAlester. In conjunction with the City's MS4 stormwater consultants, the Engineering Division staff has prepared a comprehensive ordinance for the Council's review and approval that addresses the minimum requirements for a Stormwater Utility Program. Note: The proposed ordinance is needed in order for the City to stay in compliance with the DEQ requirements of the NPDES MS4 Stormwater Permit issued to the City on February 8, 2005.

### Approved By

	<i>Initial</i>	<i>Date</i>
<b>Department Head</b>	<u>GEM</u>	<u>04/20/09</u>
<b>City Manager</b>	<u>MBR</u>	<u>04/22/09</u>

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

AN ORDINANCE AMENDING CHAPTER 106 OF THE McALESTER CODE OF ORDINANCES, BY ADDING AN ARTICLE V, ESTABLISHING A STORMWATER UTILITY, PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

\* \* \* \* \*

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

SECTION 1 is hereby amended by adding Article V to Chapter 106 of the McAlester Code of Ordinances, said Article to read as follows:

ARTICLE V

**STORMWATER UTILITY PROGRAM**

**DIVISION 1. GENERALLY**

**Sec. 106-401 Purpose**

It is the purpose of this article to address the mandates of the Federal Government and establish a stormwater utility to promote public health, safety and welfare by providing for studying, designing, operating, constructing, equipping, maintaining, acquiring and owning within the City a stormwater drainage system. The establishment of a stormwater utility program will:

- (a) Reduce flood and storm losses and inconveniences from uncontrolled stormwater runoff in the City of McAlester.
- (b) Ensure that the movement of emergency vehicles is not prohibited nor inhibited during storm or flood periods.
- (c) Preserve the City's watercourses, improve and preserve water quality, minimize water quality degradation, and otherwise facilitate urban water resource management techniques, including both the reduction of pollution and the enhancement of the urban environment, including but not limited to the NPDES permit requirements and such other requirements of the City, State and Federal Governments.

**Sec 106-402 Definitions**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

- (a) Commercial property means all property other than residential property and undeveloped real estate.
- (b) Department means the Department of Public Works of the City of McAlester, OK.

- (c) Detention facilities means facilities designed to hold stormwater for a short period and then to release it to the natural watercourse.
- (d) Developed real estate means real property altered from its natural state by the addition to or construction of any impervious surface such that the hydrology of the property is affected.
- (e) Division means the Division of Stormwater Quality Management of the City of McAlester, Ok.
- (f) Drainage basin plan means a plan adopted by the City for managing surface and stormwater facilities and features within an individual drainage basin.
- (g) Impervious surface means any hard-surfaced area which prevents or retards the entry of water into the soil in the manner and to the extent that such water entered the soil under natural conditions, causing water to run off the surface in greater quantities or at an increased rate of flow than was present under natural conditions, such as, but not limited to, roof tops, asphalt or concrete sidewalks, paving, driveways and parking lots, walkways, patio areas, storage areas, and gravel, bituminous substances or other surfaces which similarly affect the natural infiltration or runoff patterns of real property in its natural state.
- (h) NPDES permit means the National Pollutant Discharge Elimination System permit issued to the City by the United States Environmental Protection Agency and any addition or amendment thereto.
- (i) Residential property means any tract, lot or parcel designed and used principally for the purpose of one residential single-family house or one duplex, developed according to and meeting the bulk and area requirements for residential single-family or duplex zoned property as set forth in the McAlester Municipal Code. However, multiple residential single-family housing or multiple duplexes or any combination thereof on one tract, lot or parcel shall not be deemed residential property.
- (j) Retention facilities means facilities designed to hold stormwater for a sufficient length of time to provide for it to be consumed by evaporation, infiltration into the immediate soil or other natural means.
- (k) Stormwater drainage system means any facility, structure, improvement, development, equipment, property or interest therein, or other structural or nonstructural element made, constructed, used or acquired for the purpose of collecting, containing, storing, conveying and controlling stormwater wherever located, including, but not limited to, storm sewers, curbs, street drains, conduits, natural and manmade channels, pipes, culverts and detention ponds whether public or private.
- (l) Stormwater management program or program means an overall strategy and framework for the stormwater management activities of the City.
- (m) Stormwater runoff means that portion of the rainfall that is drained into the stormwater drainage system.
- (n) Undeveloped real estate means real estate that is unaltered with the construction or addition of any impervious surface which would change or affect the hydrology of the property from its natural state.
- (o) User means the occupant, the owner of the real estate, the owner of any impervious surface or improvement and/or other person or entity benefiting from the stormwater drainage system and facilities.

#### **Sec. 106-403 Stormwater Program Manager**

The Program Manager shall exercise all lawful powers necessary and appropriate to administer the City's stormwater management program. The Manager shall have the authority to:

- (a) Develop and administer all phases of a comprehensive program of stormwater management.
- (b) Administer the regulations contained in the NPDES permit and in this ordinance.
- (c) Perform studies, tests and analyses required to establish or modify the stormwater management program.
- (d) Provide for public information and awareness that would improve management and reduce pollution and hazards to life and property.
- (e) Coordinate enforcement of the regulations contained in this title with other City departments.
- (f) Provide an exchange of information between the public and City employees and officers on flooding and stormwater drainage problems in the City.
- (g) Recommend to the City Manager and the City Council a comprehensive stormwater management program.
- (h) Recommend from time to time to the City Manager and the City Council policies for establishing new kinds of stormwater drainage services, preserving and expanding existing service and making changes in service for the benefit of the public.

#### **Sec. 106-404 Inspection**

The Program Manager shall have the right to inspect any on-site detention or retention facility at any time to determine if it is in compliance with the approved design and is capable of functioning properly. The Program Manager shall have the right to inspect any property within the City to determine the source, quantity, quality or flow rate of stormwater and to determine the source and nature of pollutants, hazards and/or activities creating or promoting same.

#### **Sec. 106-405 City Council Discretion**

The determination of stormwater services to be provided and stormwater facilities and improvements to be constructed will be made at the sole discretion of the City Council. The Program Manager shall recommend the provision of stormwater services and construction of the stormwater facilities and improvements to the City Council based upon his engineering analysis.

#### **Sec. 106-406 Signatory Requirements**

- (a) All applications and reports required by this article shall be submitted to the Manager and shall be signed as follows:
  - (1) Responsible party (e.g., developer, owner, contractor) with operational control over the project specifications and daily operations.
  - (2) Corporation: a president or secretary, treasurer, or vice-president of the corporation, as authorized, and in charge of a principal business function, or any other person as authorized to perform similar policy or decision-making functions for the corporation.
  - (3) Partnership or sole proprietorship by a general partner or the proprietor respectively.
  - (4) Municipality, State, Federal, or other public facility: by either a principal executive officer or the chief executive officer of the agency, or a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency.

(5) Other legal entity recognized by Oklahoma law in accordance with such law.

- (b) Any person signing any document above shall make the following certification: "I certify under the penalty of law that I have personally examined and am familiar with the information submitted in the attached document; and based on my inquiry of those individuals immediately responsible for obtaining the information. I believe the submitted information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and civil penalties.

#### **Sec. 106-407 Land Disturbing Activity and Erosion and Sedimentation Control**

All land disturbing activities shall be in compliance with and permitted under the division of this article. Application must be applied for under the "Oklahoma General OPDES Permit for Stormwater Discharge Associated with Construction Activity". If a General OPDES Permit is applied for, a copy of the Notice of Intent (NOI) must be sent to the Manager of the ODEQ Stormwater Quality Management Division. To seek coverage under the Oklahoma Department of Environmental Quality General Permit, the NOI must be submitted to the following address:

Oklahoma Department of Environmental Quality  
Water Quality Division  
P.O. Box 1677  
Oklahoma City, OK 73101-1677

#### **Sec. 106-408 Land Disturbing Activity Regulated**

- (a) It shall be unlawful for any person to conduct, or to permit another person to conduct any land disturbing activity upon land without a permit issued under this article. Upon request, any owner of the land and the operator of any land disturbing activity shall provide a copy of the permit and personal identification to the Manager or the Manager's representatives. For purposes of this article, the phrase "land disturbing activity" is defined as follows:

Land disturbing activity is any land change which may result in soil erosion from water and wind and the movement of sediments into community waters or onto lands and roadways within the community, including, but not limited to, clearing, dredging, grading, excavating, transporting, stockpiling, mining, and filling of land, except that the term shall not include the following:

- (1) Such minor land disturbing activities as home gardens and individual home landscaping, home repairs, home maintenance work, and other related activities which result in minor soil erosion.
- (2) The construction of single-family residences when built separately on lots less than one (1) acre not within a subdivision or which have been recorded in the Office of Stormwater Quality Management and have been issued building permits, provided that excavation is limited to trenches for the foundation, basements, service and sewer connections, and minor grading for driveways, yard areas and sidewalks, with no offsite discharge of pollutants.

- (3) Individual service and sewer connections for single or two-family residences.
- (4) Agricultural practices involving the establishment, cultivation or harvesting of products of the field or orchard, preparing and planting of pasture land, forestry land management practices including harvesting, farm ponds, dairy operations, and livestock and poultry management practices, and the construction of farm buildings.
- (5) Any project carried out under the technical supervision of the Soil Conservation Service of the United States Department of Agriculture.
- (6) Installation, maintenance and repair of any underground public utility lines when such activity occurs on an existing hard-surface road, street or sidewalk, provided the activity maintains pollution control and is confined to the area of the road, street or sidewalk which is hard-surfaced and a street, curb, gutter, or sidewalk permit has been obtained; and
- (7) Construction, repair or rebuilding of tracks of a railroad company.

These activities may be undertaken without a permit: however, the persons conducting these excluded activities shall remain responsible for otherwise conducting those activities in accordance with the provisions of this article and other applicable laws including responsibility for controlling sedimentations and runoff.

- (b) Practices for Land Disturbing Activities. The minimum standards for controlling erosion and sedimentation from land disturbing activities shall be set forth in the "Best Management Practices Manual" as adopted and amended from time to time by resolution approved by the City Council.

#### **Sec. 106-409 Land Disturbing Permit**

No person shall conduct, allow, or permit land disturbing activity; whether temporary or permanent on any premises within The City of McAlester until a land disturbing permit has been issued by the Manager allowing such activity pursuant to the provisions of this article. Such permit shall be available for inspection by the Manager or a Manager's representative on the job site at all times during which land disturbing activities are in progress. Such permit shall be required in addition to any building permit or other permit required by the Code for the site.

#### **Sec. 106-410 Permit Application**

- (a) Any application for the issuance of a land disturbing permit under this article shall include the following:
  - (1) Name of applicant.
  - (2) Business or residence address of applicant.
  - (3) Name and address of owner of subject property.
  - (4) Address and legal description of subject property.
  - (5) Name and address of the contractor and any subcontractor(s) who shall perform the land disturbing activity and who shall implement the erosion and sediment control plan.

- (6) A statement setting forth the nature, extent, and purpose of the land disturbing activity, including, the size of the area for which the permit shall be applicable and a schedule for the starting and completion dates of the land disturbing activity.
  - (7) A copy of the NOI and Erosion and Sediment Control Plan.
- 
- (b) Each application for a land disturbing permit shall be accompanied by a map or plat of the premises showing the present contour lines and the proposed contour lines resulting from the land disturbing activity in relation to all parts of the premises and the properties immediately adjacent thereto and in relation to all abutting street grades and elevations; such map or plat shall show all existing drainage facilities and the proposed permanent disposition of surface waters upon completion of the land disturbing activity.
  - (c) Each application for a land disturbing permit shall be accompanied by an erosion and sediment control plan which shall accurately describe the potential for soil erosion and sedimentation problems resulting from the land disturbing activity and shall explain and illustrate the measures which are to be taken to control these problems. The length and complexity of the plan is to be commensurate with the size of the project, severity of the site condition and the potential for off-site damage; the plan shall contain a description of the existing site conditions, a description of adjacent topographical features, a description of soil types and characteristics of the area, potential problems of soil erosion and sedimentation, stabilization specifications, stormwater management considerations, a time schedule for completion of the land disturbing activity and for maintenance after completion of the project, clearing and grading limits, and all other information needed to accurately depict solution to potential soil erosion and sedimentation problems. Any erosion and sediment control plan must meet the Best Management Practices Manual and shall be reviewed for record by the Manager prior to the issuance of the land-disturbing permit. The land-disturbing permit shall be issued within 30 days upon arrival of the plan.
  - (d) At any time the Manager determines that an erosion and sediment control plan does not comply with the provision of this article, the Manager shall notify the applicant in writing of all deficiencies within said plan.

#### **Sec. 106-411 Sediment and Erosion Control**

No land disturbing activity shall be conducted within the City except in such manner that:

- (a) Stripping of vegetation, regrading and other development activities shall be conducted so as to minimize erosion. Clearing and grubbing must be held to the minimum necessary for grading and equipment operation. Pre-construction vegetative ground cover shall not be destroyed, removed or disturbed more than 20 calendar days prior to grading or earth moving. Construction must be sequenced to minimize the exposure time of cleared surface area.
- (b) Property owners shall be responsible, upon completion of land disturbing activities for leaving slopes so that they will not erode. Such methods should include re-vegetation, sodding, mulching, rip-rapping, or guniting. Regardless of the method used, the objective will be to leave the site erosion-free and maintenance-free as practicable.

- (c) Whenever feasible, natural vegetation shall be retained, protected, and supplemented.
- (d) Permanent or temporary soil stabilization must be applied to disturbed areas to the extent feasible within seven (7) days on areas that will remain unfinished for more than 14 calendar days. Permanent soil stabilization with perennial vegetation shall be applied as soon as practicable after final grading is reached on any portion of the site. Soil stabilization refers to measures which protect soil from the erosive forces of wind, raindrop impact, and flowing water, and includes the growing of grass, sod, application of straw, mulch, fabric mats, and the early application of gravel base on areas to be paved.
- (e) A permanent vegetative cover shall be established on disturbed areas not otherwise permanently stabilized.
- (f) To the extent necessary, sediment in runoff water must be trapped by the use of debris basins, sediment basins, silt traps or similar measures until the disturbed area is stabilized.
- (g) Neighboring persons and property shall be protected from damage or loss resulting from excessive stormwater runoff, soil erosion or deposition upon property or public streets of water transported silt and debris. Adjacent property owners shall be protected from land devaluation due to exposed bare banks.
- (h) Controlled construction entrances/exits shall be maintained in a condition that will prevent tracking or flowing of sediment onto the public right-of-way.
- (i) Erosion and sediment control measures must be in place and functional before earth moving operations begin and must be constructed and maintained throughout the construction period. Temporary measures may be removed at the beginning of the workday, but must be replaced at the end of the workday.
- (j) Structural controls shall be designed and maintained as required to prevent pollution.
- (k) Surface water flowing toward the construction area shall, to the extent practicable, be diverted by using berms, channels or sediment traps as necessary. Erosion and sediment control measures shall be designed according to the size and slope of sediment basins and traps must be through a pipe or lined channel so that the discharge does not cause erosion. Muddy water to be pumped from excavation and work areas must be held in settling basins or treated by filtration prior to its discharge into surface waters where practicable. Waters must be discharged through a pipe or lined channel so that the discharge does not cause erosion and sedimentation.
- (l) All control measures shall be inspected, and repaired as necessary, bi-weekly in dry periods and within 24 hours after any rainfall of 0.5 inches within a 24-hour period. During prolonged rainfall, daily inspections and repairing is necessary. The permittee shall maintain records of such inspections and repairs.

- (m) A specific individual shall be designated to be responsible for erosion and sediment controls on each site.
- (n) There shall be no distinctly visible floating scum, oil or other matter contained in the stormwater discharge. The stormwater discharge must not cause an objectionable color contrast in the receiving water. The stormwater discharge must result in no materials in concentrations sufficient to be hazardous or otherwise detrimental to humans, livestock, wildlife, plant life, or fish and aquatic life in the receiving stream.
- (o) When the land disturbing activity is finished and stable and perennial vegetation has been established on all remaining exposed soil, the permittee shall notify the Manager of these facts and submit a Notice of Termination (NOT) of the permit issued under this section. The Manager shall then provide a final inspection of the site within 20 days after receipt of such notice, and when advisable, may require additional measures to stabilize the soil and prevent erosion. If such requirements are given by letter, the permittee shall continue to be covered by this provision of this section, until a request for termination of the permit has been accepted by the Manger.

#### **Sec. 106-412 Stormwater Quality Management**

The Division of Stormwater Quality Management operating under the Department of Public Works, is hereby established, whose functions shall be to design and implement compliance programs protecting the City of McAlester's natural resources.

#### **Sec. 106-413 Authority of Stormwater Quality Management**

The Division of Stormwater Quality Management shall be headed by a person to be known as the Manager of Stormwater Quality Management.

- (a) With respect to the City's compliance with environmental laws, the Manager and the Manager's authorized representatives may do the following:
  - (1) Carry out all inspections, surveillance, enforcement, and monitoring procedures necessary to determine compliance, administer the City's compliance with its NPDES MS4 permit to discharge from the municipal separate storm sewer system.
  - (2) Inspect City and commercial (see SIC Codes, 57-146) properties for the presence of hazardous substances and develop and administer whatever remediation programs are required.
  - (3) Audit City departments to determine whether the City is in compliance with Federal and State Clean Water Act laws.
  - (4) Audit use of herbicides, fertilizers, and pesticides to determine compliance with Clean Water Act laws and to recommend alternative solutions where practicable for the reduction of their use through education and out-reach programs.

- (5) Control the discharge of spills and the dumping or disposal of materials other than stormwater (e.g. industrial and commercial waste, trash, motor vehicle fluids, leaf litter, grass clippings, animal waste, etc.) into the MS4, provide technical support for HAZMAT response.
  - (6) Administer programs to identify and control pollutants from the transportation, storage, treatment, and disposal of hazardous wastes.
  - (7) Provide assistance to the Water and Wastewater Utilities Division regarding the protection of drinking water and surface water bodies, which are a source of the City's drinking water.
  - (8) Provide assistance to the Solid Waste Division regarding the collection, transportation and disposal of solid waste, compliance with NPDES MS4 Permit requirements.
  - (9) Monitor the City's compliance with all Federal, State and local laws; except that:
    - a. Administering the City's compliance with State and Federal laws relating to the production and distribution of drinking water is the responsibility of the Utilities Department.
    - b. Administering the City's compliance with State and Federal laws relating to the operation of the City's landfill programs is the responsibility of the Division of Solid Waste Management.
    - c. Administering the City's compliance with State and Federal laws relating to risk management and safety operations training; programs is the responsibility of the Division of Human Resources.
- (b) With respect to enforcement, the Manager and his authorized representatives may do the following:
- (1) Investigate violations of and enforce those aspects of the Clean Water Act which are within the authority of local governments.
  - (2) Investigate violations of and enforce this chapter.
  - (3) Investigate violations of and enforce those provisions that relate to hazardous substances and spills although primary enforcement will remain with the Fire Department.
  - (4) Investigate all other violations of and enforce environmental laws within the City and within the City's extended jurisdiction.
  - (5) Perform other environmental activities as may be required to ensure compliance of environmental regulations by City departments and others within the City of McAlester.

- (c) With respect to other programs, the Manager and his authorized representatives may do the following:
  - (1) Monitor and coordinate with other City departments on the City's response to releases of hazardous substances.
  - (2) Review and assess the environment hazards of real property involved in City land transactions.
  - (3) Monitor the use of City rights-of-way, property, and easement by person with use agreements for environmental monitoring.
  - (4) Establish and supervise a program for the collection of hazardous household waste.
  - (5) Create, promote, and publicize educational programs for environmental awareness.

## **DIVISION 2. ADMINISTRATION**

### **Sec. 106-414 Monitoring**

The Manager or his representative shall monitor the quantity of, and the concentration of pollutants in stormwater discharges from the areas and locations as designated in the City of McAlester Stormwater Management Plan.

### **Sec. 106-415 Illicit Connections and Improper Disposal**

- (a) The Manager shall take appropriate steps to detect and eliminate illicit connections to the City Stormwater System, including the adoption of a program to screen illicit discharges and identify their source or sources.
- (b) The Manager shall take appropriate steps to detect and eliminate improper discharges, including programs to screen for improper disposal and programs to provide for public education, public information and other appropriate activities to facilitate the proper management and disposal of used oil, toxic materials, and hazardous household waste.

### **Sec. 106-416 Inspections**

- (a) The Manager or his designee, bearing proper credentials and identification, may enter and inspect all properties for regular periodic inspections, investigations, monitoring, observation, measurement, enforcement, sampling, and testing to effectuate the provision of this article and the Stormwater Management Program. The Manager or his designee shall duly notify the owner of said property or the representative on-site and the inspection shall be conducted at reasonable times.
- (b) In the event the Manager or his designee reasonably believes that discharges from the property into the City's Stormwater System may cause an imminent and substantial threat to human health or the environment, the inspection may take place at any location, at any time and without notice to the owner of the property or a representative on site. The inspector shall present proper credentials upon reasonable request by the owner or representative.

- (c) Upon refusal by any property owner to permit an inspector to enter or continue an inspection, the inspector shall terminate the inspection or confine the inspection to areas where no objection is raised. The inspector shall immediately report the refusal and the grounds to the Manager. The Manager may seek appropriate compulsory enforcement.
- (d) At any time during the conduct of an inspection or at such other times as the Manager or his designee may request information from an owner or representative, the owner or representative may identify areas of the property, facility or establishment, material or processes which contains or might reveal confidential information. If the Manager or his designee has no clear or convincing reason to question such identification, the inspector shall none the less inspect; however, the inspection report shall note that confidential information. To the extent practicable and permitted by applicable law, the Manager shall not release information which is designated as confidential information by the Manager. Should the owner or his representative contend certain information to be confidential which has not been so determined or deemed by the Manager, then the owner shall be obligated to seek a declaratory judgment to so protect the alleged confidential information.

### **DIVISION 3. ENFORCEMENT AND ABATEMENT**

#### **Sec. 106-417 Unauthorized Discharge a Public Nuisance**

No person shall conduct, allow or permit the discharge of stormwater in any manner in violation of this article or of any condition of a permit issued pursuant to this article or a stormwater discharge permit issued by the State. Such discharge is hereby declared a public nuisance and must be corrected or abated by any owner and by any operator.

#### **Sec. 106-418 Illicit Discharge and Illegal Dumping**

No person shall conduct, allow, or permit the direct or indirect discharge of any material other than stormwater into the MS4, the Community Waters or Waters of the State. The following direct or indirect discharges are examples of prohibited discharges.

- (a) Sewage dumping or dumping of sewage sludge.
- (b) Discharge of any polluted household wastewater, such as, but not limited to laundry wash water and dishwater, except to a sanitary sewer or septic system.
- (c) Leaking sanitary sewers and connections.
- (d) Leaking water lines.
- (e) Commercial, industrial or non-exempt public vehicle wash or power wash discharge and commercial, industrial or non-exempt cosmetic cleaning.
- (f) Garbage, rubbish, or sanitary waste disposal.
- (g) Dead animals or animal fecal waste.
- (h) Non-stormwater discharges, except pursuant to a permit issued by the State and the City.
- (i) Dredged or spoil material.
- (j) Solid waste and commercial or industrial process by-products.
- (k) Chemical waste.

## **Sec. 106-419 Prohibition of Pollutant Discharge Not Covered by the NPDES Program**

- (a) A permit is a license to conduct an activity, which is regulated by the Clean Water Act, the Water Pollution Control Act, or this article.
- (b) Every person who is or who is planning to carry out any of the activities requiring a permit, shall obtain such a permit prior to carrying out such activities.
- (c) It shall be unlawful for any person to carry out any of the following activities, except in accordance with the conditions of a valid permit.
  - (1) The alteration of the physical, chemical, radiological, biological, or bacteriological, properties of any of waters of the State or Community Waters.
  - (2) The construction, installation, modification, or operation of any treatments works or part thereof, or any extension or addition thereto.
  - (3) The increase in volume or strength of any wastes in excess of permissive discharges specified under any existing permit.
  - (4) The development of a natural resource or the construction, installation, or operation of any establishment or any extension or modification thereof or addition thereto; the operation of which will or is likely to cause an increase in the discharge of wastes into the Waters of the State or would otherwise alter the physical, chemical, radiological. Biological or bacteriological properties of any Waters of the State in any manner not already lawfully authorized.
  - (5) The construction or use of any new outlet for the discharge of any wastes into the Waters of the State.
  - (6) The discharge of sewage, industrial wastes, or other wastes into waters, or a location from which it is likely that the discharged substance will move into waters.
  - (7) The discharge of sewage, industrial wastes, or other wastes into a well or a location where it is likely that the discharged substance will move into a well, or the underground placement of fluid and other substance which do or may affect the Waters of the State.

## **Sec. 106-420 Accidental Discharges**

- (a) In the event of any discharge or a hazardous substance in amounts which could cause a threat to public drinking supplies, a "significant spill", or any other discharge which could constitute a threat to human health or the environment, the owner or operator or the facility shall give notice to the Manager and the field office of the Oklahoma Department of Environmental Quality as soon as practicable, but in no event later than the close of business on the day following the accidental discharge or the discharger becomes aware of the circumstances. If an emergency response by governmental agencies is needed, the owner or operator should also call 911 immediately to report the discharge. A written report must be provided within five days of the time the discharge becomes aware of the circumstances, unless this requirement is waived by the Manager for good cause shown on a case-by-case basis, containing the following particulars: 1) a reasonably precise description of the discharge, 2) the exact date and time of discharge, and 3) steps being taken to eliminate and prevent recurrence of the discharge.
- (b) The owner and operator shall take all reasonable steps to minimize any adverse impact to the Community Waters or the Waters of the State, including such accelerated or additional monitoring as necessary to determine the nature and impact of the discharge.

- (c) It shall be unlawful for any person to fail to comply with the provisions of this section.

**Sec. 106-421 Administrative Enforcement Remedies**

- (a) **Notice of Violation.** Whenever the Manager finds that any permittee or any person discharging stormwater has violated or is violating this article, or a stormwater permit or order issued hereunder, the Manager or his designee may serve upon said person or permittee written notice of the violation. Within ten calendar days of the receipt date of this notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required action, shall be submitted to the Manager. Submission of this plan in no way relieves the discharger of liability or criminal prosecution for any violations occurring before or after receipt of the notice of violation.
- (b) **Consent orders.** The Manager is hereby empowered to enter into consent orders, assurance of voluntary compliance, or other similar documents establishing an agreement with the person responsible for the compliance and for the noncompliance. Such orders will include specific action to be taken by the discharger, operator and owner to correct the noncompliance within a time period also specified by the order. Consent orders shall have the same force and effect as administrative orders issued pursuant to paragraph (d) below.
- (c) **Show cause hearing.** The Manager may order any person who causes or contributes to violation of this article or Stormwater permit or order issued hereunder, to show cause why a proposed enforcement action should not be taken. Notice shall be served specifying the time and place for the meeting, the proposed enforcement action and the reasons for such action, and a request that the violator show cause why this proposed enforcement action should not be taken. The notice of the meeting shall be served personally or by registered or certified mail (return receipt requested) within ten calendar days prior to the hearing. Such notice may be served on any individual or the individual or the principal executive, general partner or manager of any legal entity or person of legal age at the office or business address of the permittee.
- (d) **Compliance Order.** When the Manager finds that any person has violated or continues to violate directing that, following a specified time period, adequate structures or devices be installed or procedures implemented and properly operated, supervised and administrated. Orders may also contain such other requirements as might be reasonably necessary and appropriate to address the noncompliance, including the construction of appropriate structures, installation of devised, self-monitoring, and best management practices.
- (e) **Cease and desist orders.** Notwithstanding any other notice, order or administrative process provided by this section, when the Manager finds that any person has violated or continues to violate this article or any permit or order issued hereunder, and also finds that such violation may cause an impairment of water quality or that a permit is required and has not been issued, the Manager may issue an order to cease and desist all such violations and direct those persons in noncompliance to:

- (1) Comply forthwith, or;
- (2) Take such appropriate remedial or preventative action as may be needed to properly address a continuing or threatened violation, including halting operations or terminating the discharge or both.
- (3) Appeal. A person receiving an order may file a written notice of appeal with the Manager who issued it, no later than the 10<sup>th</sup> calendar day after receipt of the order. Such notice shall include an explanation as to why the person believes the enforcement action should not be taken. A person receiving a cease and desist order may file a written notice of appeal with the Manager who issued it and obtain relief from such order upon a showing that the alleged violation will not cause an impairment of water quality or that a permit is not required. A hearing on the appeal will be scheduled within a reasonable time after receipt of the notice of appeal and the required explanation. All notices of appeal shall be signed by the owner or operator of the premises or activities in controversy, and shall include name and address of the person filing the notice of appeal. Notice of hearing on the appeal may be served by facsimile or first-class mail to the number or address given in the written notice of appeal.

**Sec. 106-422 Unlawful Acts, Misdemeanor**

- (a) It shall be unlawful for any person to:
  - (1) Violate any provision of this article.
  - (2) Violate the provisions of any permit issued pursuant to this article.
  - (3) Fail or refuse to comply with any lawful notice to abate issued by the Manager within the time specified by such notice.
  - (4) Violate any lawful order of Stormwater Quality Management or fail to comply with such an order within the time allowed by such order.

Any person who commits any act declared unlawful or fails to perform any act required by or under this article or otherwise violated any provision of this article shall be guilty of a misdemeanor offense against the City. In addition, each and every day on which a violation shall occur or continue to occur shall be deemed a separate offense. For any second or subsequent offense and upon proof of conviction, said person shall be guilty of a misdemeanor offense against the City. For any offense that occurs or is allowed to exist for two consecutive calendar days, each responsible person shall be guilty of a misdemeanor offense. Violation of a cease and desist order shall be a misdemeanor offense.

**Sec. 106-423 Judicial Proceedings and Relief**

- (a) The City may authorize the Manager by and through the Municipal Counselor to initiate proceedings in any court of competent jurisdiction against any person who has or is about to:
  - (1) Violate the provision of this article.
  - (2) Violate the provisions of any permit issued pursuant to this article.
  - (3) Fail or refuse to comply with any lawful order issued by the Manager, which has not been timely appealed to the appropriate court within the time allowed by this article.
  - (4) Violate any lawful order within the time allowed by such order.

- (b) Any person who is required by any provision of this chapter or by any other law to obtain a permit prior to engaging in conduct that is regulated by this chapter, and who fails or neglects to obtain such a permit, or who fails to exhibit such a permit upon request by a City official, shall be guilty of a misdemeanor offense against the City. Each day on which a violation shall occur or continue to occur shall be deemed a separate offense.
- (c) The Manager, with consent of the City Council, may also initiate civil proceedings in any court of competent jurisdiction seeking monetary damages for any damages caused to publicly owned stormwater facilities by any person, and to seek injunctive or other equitable relief to enforce compliance with the provision of this article or to enforce compliance with any lawful orders.
- (d) The Manager may petition the Oklahoma Department of Environmental Quality to regulate and prosecute stormwater dischargers which cannot be adequately controlled by municipal resources.

#### **Sec. 106-424 Reconsideration**

Any person subject to a denial of a permit issued under this chapter; a compliance order; a stop work order; an emergency suspension of utility service; or any other enforcement action in this chapter which allows for reconsideration and hearing under this section may petition the Manager who took such action to reconsider the basis for the action. In order for the petition to be re-considered it shall be filed with such Manager no later than the tenth (10<sup>th</sup>) calendar day after receipt of the notice/order.

- (a) Failure to submit a timely written petition for reconsideration shall be deemed to be a waiver of any further right to administrative reconsideration or review of the action.
- (b) In its petition, the petitioner shall indicate the action objected to and the reasons for the objections(s), any facts that are contested, the evidence that supports the petitioner's view of the facts, any alternative terms of an order that he petitioner would accept, whether the petitioner requests a hearing on its petition and the address where notice of hearing will be received and accepted.
- (c) The effect of a compliance order to stop work order shall be stayed pending the Manager's reconsideration of the petition, and any hearing thereon, unless the Manager shall expressly makes a written determination to the contrary. The effect of an emergency suspension of utilities shall not be stayed pending the Director's reconsideration or any hearing, unless the Manager expressly, and in writing, stays the emergency order.
- (d) Within a reasonable time of the submittal of a petition for reconsideration, the Manager shall either grant the petition and withdraw or modify the order or modify or grant the permit accordingly; deny the petition if no material issue of fact is raised; or if a hearing has been requested and/or material issue of fact has been raised, set a hearing on the petition.

#### **Sec. 106-425 Hearings**

- (a) The Manager may also set a hearing if the Manager determines that a show cause hearing should be conducted, if grounds exist to revoke or suspend a permit issued under this chapter or if grounds exist to terminate utilities on a non-emergency basis.

- (b) Written notice of the hearing shall be served on a petitioner/violator at least ten (10) calendar days prior to the hearing. Notice shall be served in person or by fax or mail, return receipt requested.
- (c) Notices shall specify the date, time and place of the hearing.
- (d) Notice that is mailed shall be deemed received five calendar days after it is placed in a mail receptacle of the United State Postal Service.
- (e) No decision may be rendered at a hearing by reason of the petitioner/violator's failure to appear unless proof of service is shown.
- (f) For purposes of this section, a Manager shall be empowered to administer oaths and to promulgate procedural rules for the conduct of the hearing.
- (g) Whenever any deadline specified in this section falls upon a Saturday, Sunday, or a City recognized holiday, the deadline shall be the next regular City Business day.
- (h) The date of an order or ruling required to be made under this section shall be deemed to be the date it is signed.
- (i) Decisions shall be based on a preponderance of the evidence. The City shall have the burden of proof in all hearings except permit denial hearings. In permit denial hearings, the burden of proof shall be on the petitioner.
- (j) The Manager shall act as the hearing officer.
- (k) After the conclusion of the hearing, the Manager shall make written finding of the fact and conclusions of law and shall issue a written decision without undue delay.
- (l) A hearing shall exhaust all administrative remedies of the petitioner/violator.

**Sec. 106-426 Variances**

- (a) The Manager may grant a revocable variance from the requirements of this article providing to do so would not result in the violation of any State or Federal law or regulation and if exceptional circumstances applicable to the site exist such that strict adherence to the provisions of this article will result in unnecessary hardship and will not result in a condition contrary to the intent of the ordinance.
- (b) A written petition for a variance shall be required and shall state the specific variance sought and the reasons, with supporting data, why a variance should be granted. The request shall include all information necessary to evaluate the proposed variance. The petition shall be filed with the Manager.
- (c) The Manager shall conduct a review of the request for a variance within ten (10) working days after receipt and may either support the petition or may object to the petition. If the Manager objects to the variance, the Manager shall state the reasons therefore.
- (d) Once the Manager's review is complete or the ten (10) working days for review have expired, the petition shall be subject to action at the discretion of the Manager.

## **DIVISION 4. SUPPLEMENTAL PERMIT CLASSIFICATIONS AND REQUIREMENTS**

### **Sec. 106-427 Cosmetic Cleaning**

Cosmetic Cleaning is any system, machine, or substance used to remove undesirable substances from any surface or façade creating free foreign matter.

A person commits an offense if the person knowingly engages in mobile commercial cosmetic cleaning without a valid permit issued by the Manager.

A person commits an offense if the person knowingly operates or causes to be operated a mobile commercial cleaning vehicle which is not registered with the Manager.

### **Sec 106-428 Permit Application Procedures**

- (a) A person required to have a permit shall complete and file a permit application on a form prescribed by the Manager.
- (b) The Manager may require any information on an application that the Manager believes is necessary to ensure that best management practices are implemented by the permittee and does not cause contamination of surface, stormwater, Waters of State, Waters of Community, or groundwater within the City.
- (c) The application shall include a description and the vehicle license registration number of each vehicle to be registered under the permit. All motor vehicles and trailers used to transport cosmetic cleaning rigs shall be registered. However, a motor vehicle which is used to tow a trailer registered with the Manager and which is not used to transport a cosmetic cleaning rig itself, shall not be required to be registered.
- (d) Any applicant who utilized wash water recycling units shall list all sanitary sewer discharge locations and other disposal sites the applicant intends to use.
- (e) An Industrial Pretreatment Permit may also be required.

### **Sec. 106-429 Issuance of Permit and Registration Certificates**

- (a) The Manager may issue a permit and registration certificates after the applicant pays all applicable fees, unless the Manager has cause to deny such permit, as specified in Section 57-178(a)(9). The Manager shall provide for procedures to add registered vehicles to a permit during its term.
- (b) A permit shall be valid for one year from the date of its issuance, unless suspended or revoked. Registration certificates shall be valid for the term of the permit.
- (c) Neither a permit nor a registration certificate shall be transferable.
- (d) The City shall set an annual fee for a permit and each registration certificate issued under this division.
- (e) The Manager will issue a registration number to each vehicle registered under a permit, and listed on the permit. A registration number is not transferable.
- (f) The Manager will issue a registration certificate for each vehicle registered under a permit. The certificate shall be of a size and design determined by the Manager.

### **Sec. 106-430 Permit Conditions**

As a condition of receiving and maintaining a permit under this division, a permit holder shall comply with the following:

- (a) A permit holder shall immediately notify the Manager of any management changes in the business during the time the permit is in effect.
- (b) A permit holder shall submit samples of wash water and /or wastewater to the Director or to an authorized representative immediately upon their demand.
- (c) A permit holder who utilizes wash water recycling units shall:
  - (1) Notify the Manager in writing of all changes in disposal sites it wants to use during the permit period.
  - (2) Discharge wash water into the sanitary sewer only at those sites listed in its permit application and its notices.
  - (3) Before the end of each permit period; test or cause to be tested a certified representative sample of its recycled wash water against the discharge limits set by Industrial Waste.
- (d) A permit holder shall immediately notify the Manager when it sells or otherwise disposes of a vehicle registered under its program.
- (e) A permit holder shall ensure that all of its employees engaged in mobile commercial cosmetic cleaning are knowledgeable of the discharge prohibitions to the MS4 under this article and shall require all its employees to use best management practices when engaging in mobile commercial cosmetic cleaning. For exterior cleaning, best management practices shall include, but not be limited to, the following:
  - (f) Accumulations of oil and grease which have not dried shall be precleaned with absorbent clay (kitty litter) or a similar material and properly disposed of prior to washing.
  - (g) Storm sewer entrances which will receive the wash water shall be screened to catch leaves and other debris.
  - (h) Wash water discharged to the MS4 shall first pass through an oil absorbent boom or pad to absorbent boom or pad to absorb hydrocarbons so that no oil sheen is present on the discharge.
  - (i) Wash water which does not comply shall be discharged into the sanitary sewer system. Discharge shall be at the job site when possible. Wash water from recycle rigs which does not comply shall be disposed of in compliance with Subsection (c) of this section. Grit and sludge shall not be disposed of through the sanitary sewer.
- (j) A permit holder shall ensure that all of its vehicles registered under the permit display the registration numbers and carry certificates as required by this division, and shall not allow unregistered vehicles or vehicles without certificates to engage in mobile commercial cosmetic cleaning.
- (k) A permit holder shall not discharge to the MS4 in violation of this article.
- (l) A permit holder shall not discharge wastewater to the sanitary sewer system in violation of this chapter or any other provision of this Code.
- (m) A permit holder shall not discharge wastewater into the sanitary sewer, either on a job site or off a job site, without the permission of the owner of the property upon which the

sewer inlet is located. The permit holder shall provide proof of such permission to the Manager upon demand.

- (n) A vehicle transporting cosmetic cleaning wash water or wastewater which is leaking or spilling from such vehicle is hereby declared to be in violation.
- (o) A permit holder shall not create or maintain a nuisance, in violation of this section.
- (p) The Manager may deny a permit, or after notice and hearing, revoke a permit if:
  - (1) The permit application contains a false or misleading statement of a material fact;
  - (2) The person engages in operations that do not consist solely of cosmetic cleaning; or.
  - (3) The permit holder or an employee of the permit holder has violated a permit condition;

An applicant whose permit is denied will be sent notification by the Manager, in writing, of the denial and the grounds therefore. Such notice will be sent certified mail, return receipt requested, to the mailing address listed on the application.

An applicant whose permit is denied may request reconsideration no later than the tenth (10<sup>th</sup>) calendar day after receipt of the notice of denial stating the reasons and basis for the appeal filed with the Director.

A permit may also be suspended or revoked under the procedures of this chapter.

#### **Sec. 106-431 Landscape Maintenance**

No person shall dump, spill, leak, pump, pour, emit, discharge, leach, dispose or otherwise introduce or cause, allow or permit to be introduced any substance into the MS4 (Municipal Separate Storm Sewer System) other than stormwater, including without limitation the following common substances.

- (a) Garbage
- (b) Rubbish
- (c) Yard Waste
- (d) Sediment
- (e) Floatable Materials

**SECTION 2: EMERGENCY CLAUSE**

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

**PASSED** and the **EMERGENCY CLAUSE** ruled on separately this \_\_\_\_ day of April, 2009.

CITY OF McALESTER, OKLAHOMA  
A Municipal Corporation

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

ATTEST:

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

Approved as to form and legality this \_\_\_\_ day of April, 2009

By \_\_\_\_\_  
Ervin & Ervin, City Attorney



# McAlester City Council

## AGENDA REPORT

Meeting Date: April 28, 2009 Item Number: 4  
Department: City Manager  
Prepared By: Mark B. Roath Account Code: \_\_\_\_\_  
Date Prepared: April 21, 2009 Budgeted Amount: \_\_\_\_\_  
Exhibits: One

### Subject

Consider, and act upon, an Ordinance amending Ordinance No. 2299, which established the Budget for Fiscal Year 2008-2009; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency.

### Recommendation

Motion to approve a Budget Amendment Ordinance amending Ordinance No. 2299, which established the Budget for Fiscal Year 2008-2009.

### Discussion

This proposed Budget Amendment Ordinance contains the following items:

1. FOP Lodge No. 97 Collective Bargaining Agreement – To fund the proposed collective bargaining agreement with the FOP Lodge No. 97 (see agenda item number five), a budget amendment is necessary to fund that portion of the personnel costs not already in the current fiscal year budget.
2. Workers' Compensation Claims – To fund additional worker's compensation claims made against the City.

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	<u>MBR</u>	<u>04/21/09</u>

**ORDINANCE NO. \_\_**

**AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2299 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2008-2009; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.**

**WHEREAS**, the City Council heretofore adopted Ordinance No. 2299 setting forth the Budget for Fiscal Year 2008-2009 beginning July 1, 2008 and ending June 30, 2009; 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 City Charter as well as State law; and

**WHEREAS**, the City Council has determined that the proposed amendment to the FY 2008-2009 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 2008-2009 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 2008-2009 Budget.

SECTION 2: All portions of the existing FY 2008-2009 Budget, Ordinance No. 2299 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 28th day of April, 2009.**

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

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

**ATTEST:**

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

**Approved as to form and legality this 28th day of April, 2009.**

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

FY 2008-2009 BUDGET AMENDMENT

GENERAL FUND ( 01 )

Estimated Fund Balance 6/30/08	-
FY 08-09 Budgeted Revenues	14,257,973
FY 08-09 Budgeted Appropriations	(14,233,638)
Additional Revenue	342,627
Budget Amendments	(116,254)
Estimated Ending Fund Balance	<u>250,708</u>

DEPARTMENT	FUND	ACCOUNT NO.	REV/EXP	AMOUNT	DESCRIPTION
REVENUES	01	4-0-106	REV	300,000	Sales Tax
		4-0-602	REV	42,627	Auction
Total Revenues				342,627	

APPROPRIATIONS

POLICE/CID	01	5320101	EXP	10,000	Full Time Payroll
		5320103	EXP	700	Overtime
		5320111	EXP	163	Medicare
		5320112	EXP	500	Holiday Pay
		5320113	EXP	1,456	Pension Uniform
POLICE/PATROL	01	5321101	EXP	30,822	Full Time Payroll
		5321103	EXP	760	Overtime
		5321111	EXP	487	Medicare
		5321112	EXP	2,000	Holiday Pay
		5321113	EXP	4,366	Pension Uniform
Interdepartmental	01	5215106	EXP	65,000	Workmen's Comp
<u>Total Appropriations</u>				<u>116,254</u>	



# McAlester City Council

## AGENDA REPORT

Meeting Date: \_\_\_\_\_ Item Number: 5  
Department: City Manager  
Prepared By: Mark B. Roath Account Code: \_\_\_\_\_  
Date Prepared: \_\_\_\_\_ Budgeted Amount: \_\_\_\_\_  
Exhibits: One

### Subject

Consider, and act upon, a Collective Bargaining Agreement with the Fraternal Order of Police, Lodge No. 97 for the period July 1, 2008 to June 30, 2009.

### Recommendation

Motion to approve a Collective Bargaining Agreement with the Fraternal Order of Police, Lodge No. 97 for the period July 1, 2008 to June 30, 2009.

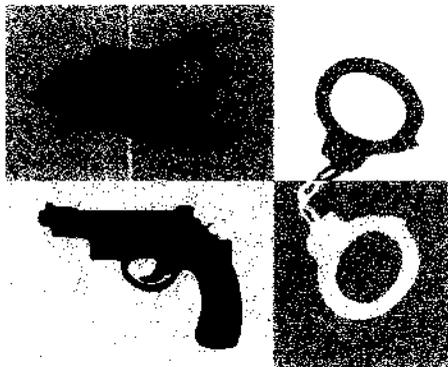
### Discussion

The FOP Lodge No. 97 has approved the proposed Agreement. The budget amendment ordinance, which is part of this Agenda, would fund this proposed Agreement. (The proposed Agreement calls for a 4% increase to the Base Pay Schedule.)

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	<u>MBR</u>	<u>04/22/09</u>

# **COLLECTIVE BARGAINING AGREEMENT**



**THE FRATERNAL  
ORDER OF POLICE  
LODGE NO. 97**

**and**

**THE CITY OF McALESTER, OKLAHOMA**



**July 1, 2008 to June 30, 2009**

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**MCALESTER FOP COLLECTIVE BARGAINING AGREEMENT 2008/2009**

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**ARTICLE 1**

**RECOGNITION**

SECTION 1. Pursuant to and in accordance with 11 OS 51-101, the City of McAlester recognizes the Fraternal Order of Police, Lodge Number 97, as the sole and exclusive bargaining agent of the employees covered by this Agreement for the purpose of negotiating wages, hours and other conditions of employment.

SECTION 2. The term "employee", as used herein, shall be all commissioned police officers of the City of McAlester, but does not include:

- a. Chief of Police
- b. (One) Designated Administrative Assistant or Assistant Police Chief
- c. Non-Commissioned Employees
- d. Part-Time and/or Temporary Employees
- e. All Probationary Employees (Exception, Promotional Probations). The initial probationary period for a new hire shall not exceed twelve (12) months absent a written agreement by the City and the Lodge to extend the probationary period past twelve months.

## ARTICLE 2

### MANAGEMENT RIGHTS

**SECTION 1.** The F.O.P. agrees that the City has, and will continue to retain, whether exercised or not, the sole right to Operate and manage its affairs in all respects; and the power or authority which the City has not officially abridged, or modified by the express provisions of this Agreement, is retained by the City. The rights of the City, through its management officials, shall include, but not be limited to, the right to determine the organization of City Government; to determine the purpose of each of its constituent departments; to exercise control and discretion over the organization and efficiency of operations of the City; to set standards for services to be offered to the public; to increase, reduce, change, modify, or alter the composition and size of the workforce, including the right to relieve employees from duties or organization of the department.

**SECTION 2.** The Chief of Police, as designated by the City Manager under the McAlester City Charter, S 3-2, pp. 1 & 2, shall have the right to assign work and overtime within the Police Department; to hire, train, examine, classify, promote, retrain, transfer, assign and schedule employees in positions within the Police Department; to suspend, demote, discharge, or take other disciplinary action against employees for proper cause, as defined by the Rules and Regulations of the McAlester Police Department in

Chapter II, Section 200-207, inclusive; to determine the location, methods, means, and personnel by which operations are to be conducted; and to establish, implement, and maintain an effective internal security program.

**SECTION 3.** The City has the sole authority to determine the purpose and mission of the City and to prepare and submit budgets to be adopted by the City Council.

**SECTION 4.** The City shall not relinquish those inherent managerial functions, prerogatives, and policy-making rights, which the City has not expressly modified or restricted by a specific provision of this Agreement.

**SECTION 5.** Those managerial functions, prerogatives, and policy-making rights which have been delegated, modified, or restricted by this Agreement, are subject to the grievance procedure contained herein.

### **ARTICLE 3**

#### **PROHIBITION OF STRIKES**

**SECTION 1.** "Strike" is defined within the Oklahoma State Statutes (Title 11 51-102) and shall be the definition for purposes of this Agreement.

**SECTION 2.** Neither the F.O.P., nor any of its officers or members covered by this Agreement, will instigate, promote, sponsor, engage in, or condone any strike action whatsoever, or any work stoppage or slow-down.

**SECTION 3.** Any or all employees who violate any provisions of the law (Title II S 51-101 through S 51-113) may be dismissed or otherwise disciplined by the City. Appeals of suspensions or dismissals are subject to the Grievance Procedure as outlined in Article 7, or may be taken to the Personnel Board consistent with applicable Personnel Board Rules and Regulations.

**SECTION 4.** The parties hereto acknowledge that the employee's first responsibility is to protect persons and property from harm, thus the F.O.P. and each member will not recognize pickets, work stoppages or barriers of any employee group.

MCALESTER FOP COLLECTIVE BARGAINING AGREEMENT 2008/2009

ARTICLE 4

BARGAINING AGENT SECURITY

SECTION 1. The employer shall take the action required to assure that no interference, restraint, coercion, or discrimination is practiced to encourage or discourage membership in the F.O.P. or other exercise by employees of their rights. It is understood and agreed by all parties that due to the nature of Police functions requiring a 24-hour day and the unavailability of all officers at the Police Department at one time, that it will be necessary to communicate F.O.P. business to its members and prospective members during working hours, but, in such a manner so as not to affect the performance of duties of individual officers or the Police Department as a whole.

SECTION 2. The employer agrees to deduct regular monthly F.O.P. dues from earned wages of those employees who are in the F.O.P. The deduction shall be made from one paycheck in the amount of Forty-five dollars (\$45.00) per month. A check for the total deductions will be mailed to the Treasurer of the F.O.P. no later than fifteen (15) calendar days after the deduction is made. Deductions will be made from the earned wages of entry-level probationary employees. All F.O.P. members will

MCALESTER FOP COLLECTIVE BARGAINING AGREEMENT 2008/2009

be required to sign an authorization card to have dues deducted.

This authorization card must be presented more than thirty (30) days prior to the beginning date of the deduction.

SECTION 3. The City will deduct dues only from the employee's paycheck and will not deduct initiation fees, special assessments, fines, or any other deductions. Furthermore, the deduction shall be at a continuous and consistent rate throughout the term of the Collective Bargaining Agreement between the City and the F.O.P. No deductions will be made when the salary to be paid any employee is not sufficient to cover the amount to be deducted.

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

SECTION 5. The F.O.P. shall hold the City harmless against any claims made and against any suits instituted against the City on account of payroll deductions of F.O.P. dues. The cost for

**MCALESTER FOP COLLECTIVE BARGAINING AGREEMENT 2008/2009**

the payroll deduction service charged by the City will be in accordance with the following:

a. Any extra work or expense incurred by the City because of requests or delays in furnishing information, materials, or supplies by the F.O.P., or due to the furnishings of indefinite, erroneous or conflicting data shall be paid for or borne by the F.O.P., the charges to be based on the City's actual cost and will be due and owing to the City upon delivery of an itemized invoice to the F.O.P.

b. For payroll deduction services contemplated by this section, the F.O.P. shall be charged two-hundred dollars (\$200.00) annually payable prior to 6/30 each year.

c. The City shall not be liable, either at law or equity, for damages incurred by the F.O.P., which occurs from the City's non-performance or delay of the duties and obligations of this Article 4, Section 5 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.

ARTICLE 5

MAINTENANCE OF PHYSICAL/MENTAL CONDITION

SECTION 1. It is each member's responsibility to maintain himself/herself in a physical/mental condition sufficient to perform the position that he/she holds. In order to maintain said condition, the City will develop and each member shall undertake a program of physical exercise on a regular basis.

SECTION 2. There shall be no fee to utilize the City's physical conditioning services.

SECTION 3. It shall be mandatory for any officer to submit to psychological treatment after any job-related traumatic incident of a nature deemed to be physically and psychologically damaging to the officer involved at the discretion of the Police Chief.

SECTION 4. The Police Chief shall have full discretion to require any officer to submit to psychological treatment, as he may deem necessary. The Chief shall give a written statement prior to exercise at his discretion.

SECTION 5. Any cost involved in psychological treatment as required by the Chief shall be borne by the City in full.

SECTION 6. An Officer required by the Police Chief to submit to any psychological test shall be placed on *Leave with*

MCALESTER FOP COLLECTIVE BARGAINING AGREEMENT 2008/2009

Pay until such time the test results are made available to the Police Chief. Officers not reporting to and/or refusing to submit to the first scheduled test will be placed on Leave without Pay.

SECTION 7. An officer requiring psychological treatment shall use the provisions of the Family and Medical Leave outlined in the Personnel Policies of the City of McAlester.

ARTICLE 6

PROMOTION POLICY

SECTION 1. The Promotion Policy, as outlined in Chapter 7 of the McAlester Police Department Rules and Regulations, shall remain in effect.

SECTION 2. The weights assigned to the elements shall be sixty (60) points for the written test; ten (10) points taken from the employee's last two Merit Reports (evaluations); twenty (20) points for personal evaluation in oral interview with regard to how well the individual qualifies for the open position. The interview will be conducted by the Department's four (4) Captains, Asst. Chief and the Chief of Police; the highest and lowest score on the interview will be thrown out and the average of the remaining four (4) will be the total points, ten (10)

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points seniority at one point per year calculated monthly and in current rank. If employee has a break in service with the department, his/her most recent date of employment with the McAlester Police Department shall be the date used to calculate seniority points. This pertains to seniority only and not rank as further defined in Article 27 herein.

SECTION 3. The parties agree that if all candidates eligible to test for a particular promotion agree, in writing, to waive the testing procedures, then the Chief of Police may select any person for that particular promotion so long as the person selected is on the list of candidates otherwise eligible to test for that promotion. It is further agreed that so long as the Chief of Police selects someone from that eligible list, his selection of the person hired is final and is not subject to the grievance process.

SECTION 4. Any promotions or appointments relating to Police Chief, Assistant Police Chief or new hires are solely a Management function. However, if an individual is appointed from outside the McAlester Police Department to either the position of Police Chief or Assistant Police Chief, this individual shall not be able to enter employment in the McAlester Police Department

MCALESTER FOP COLLECTIVE BARGAINING AGREEMENT 2008/2009

except for the rank of Patrolman, if the original appointment is terminated.

ARTICLE 7

GRIEVANCE PROCEDURE

SECTION 1. The City, F.O.P., or any employee covered under this agreement, may file a grievance within twenty (20) days of alleged occurrence, as hereinafter defined, and shall be afforded the full protection of this Agreement. For the purpose of this Article, "City" shall mean the Police Chief or his designated representative.

SECTION 2. The F.O.P. President, or his/her authorized representative, may report an impending grievance to the Police Chief in an effort to forestall its occurrence; similarly, the F.O.P. may be so informed by the City.

SECTION 3. Any controversy between the City and the F.O.P., 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 submitted, in writing, by the FOP President and the employee to the Chief of Police within twenty (20) calendar days of the event giving rise to the

**MCALESTER FOP COLLECTIVE BARGAINING AGREEMENT 2008/2009**

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grievance. In the event the grievance is submitted by the City, the same time requirement will apply with the grievance being submitted to the President of the FOP.

b. The Police Chief shall submit his answer, in writing, to the employee involved and to the FOP President within ten (10) calendar days.

c. If the grievance has not been settled within that time, it shall then be sent by the FOP President to the City Manager for adjustment within ten (10) calendar days of receipt of the response from the Police Chief.

d. The City Manager shall submit his answer, in writing, to the Police Chief, the employee involved, and the F.O.P. President within ten (10) calendar days of receipt of the grievance. If the City Manager and the F.O.P. have not settled the grievance within that time, it shall be submitted to arbitration for adjustment by majority vote of the FOP within thirty (30) days of receipt of the response by the City Manager 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. Both the FOP and the

**MCALESTER FOP COLLECTIVE BARGAINING AGREEMENT 2008/2009**

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City may agree, in writing, to waive a three person arbitration panel within ten (10) calendar days of the vote of the FOP to submit the matter to arbitration.

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

3. If, on the expiration of the period stated above, the arbitrators are unable to agree upon the selection of a third arbitrator, or in the event that both the FOP and the City waive the right to a three person arbitration panel, the bargaining agent and the City shall request the Federal Mediation and Conciliation Service to provide a list of five (5) arbitrators.

4. Within five (5) calendar days from the receipt of such panel, the two arbitrators already selected shall meet and alternately strike names until one (1) arbitrator remains who shall be Chairman of the Arbitration Board. The City shall strike the first name.

5. The Arbitration Board (acting through its Chairman) shall call a hearing to be held within ten (10) calendar days after the date of the appointment of the Chairman whenever possible.

**MCALESTER FOP COLLECTIVE BARGAINING AGREEMENT 2008/2009**

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6. A Hearing shall be concluded within twenty (20) days from the time of commencement.
7. Within (10) days after the conclusion to the Hearing, the arbitrators shall issue a written opinion containing findings and recommendations with respect to the issues presented. A copy of the opinion shall be mailed or delivered to the F.O.P. and the employer.
8. With respect to the interpretation, enforcement or application of the provisions of this Agreement, the decisions, findings, and recommendations of the arbitrator shall be final and binding on the parties to this Agreement.
9. The arbitrator's authority shall be limited to the interpretation and application of the terms of this agreement and/or any supplement thereto. 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.
10. The cost of the impartial arbitrator shall be shared equally between the F.O.P. and the City. If a transcript

MCALESTER FOP COLLECTIVE BARGAINING AGREEMENT 2008/2009

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/she 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 F.O.P., or other representatives of either party, to litigate or otherwise contest the last answer rendered through the Grievance Procedure, in any Court or other appeal form.

ARTICLE 8

MERIT INCREASES

SECTION 1. The parties hereto recognize that increases in 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.

MCALESTER FOP COLLECTIVE BARGAINING AGREEMENT 2008/2009

ARTICLE 9

F.O.P. BUSINESS AND MEETINGS

SECTION 1. The F.O.P. hereby agrees that it will not interfere in any way with the business of the City.

SECTION 2. Since the Police function is a twenty-four (24) hours per day, seven (7) days per week service, it will be necessary for the F.O.P. meetings to occur during times some members are working. In recognition of this, the employer agrees to make every effort to allow as many F.O.P. members to attend regular meetings as is reasonable under the conditions at the time.

SECTION 3. The F.O.P. agrees to keep the number of meetings at one per month except in the case of an emergency so designated by the F.O.P. President.

SECTION 4. It is specifically understood that the F.O.P. will not post notices of political (related to City elections) or inflammatory nature at the Police Station. Any and all postings by the F.O.P. on City property are subject to review and approval by the Chief of Police.

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ARTICLE 10

WAGES

SECTION 1. Base Pay: The parties agree to a four percent (4%) across the board increase for FY 2008-2009. The base pay for employees will be as set forth on Addendum "A" attached hereto.

The rank structure shall be as follows:

Captain	C-22
Lieutenant	C-19
Sergeant	C-17
Master Patrolman	C-13
Patrolman	C-12
Recruit	C-9

SECTION 2. Incentive Pay

a. Each Police Officer who has earned sixty (60) college credit hours with a minimum of eighteen (18) hours in law enforcement-related courses shall receive one hundred twenty-seven dollars \$127.00 per month over base salary. Educational incentive shall not be accumulative.

b. Each Police Officer who attains thirty (30) hours of academic instruction at an accredited college shall receive eight-five \$85.00 per month over base salary. Educational incentive shall not be accumulative.

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- c. Each Police Officer who obtains two hundred (200) hours in specialized training, excluding basic training, shall receive one hundred (\$100.00) per month over base salary. On-the-job training or interdepartmental training is excluded.
- d. Each Police Officer who obtains five hundred (500) hours in specialized training; excluding basic training, shall receive an additional \$100.00 per month over base. On-the-job training or interdepartmental training is excluded.
- e. Each Police Officer who obtains one thousand hours in specialized training excluding basic training shall receive an additional sixty-five (\$65) dollars per month over base. On-the-job training or interdepartmental training is excluded.
- f. Each Police Office who completes an Instructor Development course and is certified by CLEET to instruct in a police-related school shall receive \$30.00 a month over base salary.
- g. Each Master Patrolman/Investigator must complete one of the following requirements for certification:
1. Three (3) years as a Patrolman with the City of McAlester; One (1) year as an Investigator with the

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McAlester Police Department, and Five hundred (500) hours of specialized CLEET training or 60 hours of college course work with 18 ours in Criminal Justice. The selection of assignment to the Investigative Division shall be at the sole discretion of the Chief of Police;

or

2. Six years as a Patrol Officer with the City of McAlester and five (500) hundred hours of specialized CLEET training or 60 hours of college course work with 18 hours in criminal justice.

3. The position of Master Patrolman will be considered a C-13, but this shall not give seniority over Patrolmen and shall be used for promotions only.

h. All officers must obtain and maintain their intoxilyzer/operator certification and shall also be required to attend all related seminars/schooling.

**SECTION 3. Shift Differential Pay**

a. Each Police Officer assigned to work from 3 P.M. to 11 P.M. shall receive \$70.00 per month over base salary.

b. Each Police Officer assigned to work from 11 P.M. to 7 A.M. shall receive \$115.00 per month over base salary.

ARTICLE 11

HOURS OF WORK

SECTION 1. The normal workday shall consist of eight (8) hours and the normal work period shall be no more than forty-three (43) hours in a seven-day period.

SECTION 2. The normal daily tour of duty shall be eight (8) hours. However, Chief or Shift Commanders may, at their discretion, establish special hours and tours of duty for their department for specified units, or for individual employees, as may be necessary to provide adequate service. The Article shall not be interpreted as a guarantee of minimum or maximum number of hours per week or per year under conditions which, in the judgment of management, are necessary for the operation of the department.

SECTION 3. During the work period, employees normally will be assigned to shifts of five (5) consecutive days with two (2) consecutive days off.

SECTION 4. Rest Periods: During the normal eight (8) hour workday, employees will be granted one (1) fifteen (15) minute rest periods and one thirty (30) minute rest period which shall be scheduled by the City. Said rest periods may be

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accumulated that day, at the discretion of the shift commander.

SECTION 5. Furloughs: In the event of any proposed furlough, both the City and the F.O.P. shall agree, in writing, to any such action before implementation.

ARTICLE 12

COMPENSATORY TIME AND OVERTIME

SECTION 1. All hours worked during standard work week in excess of forty-three (43) hours shall be considered overtime or compensatory time at the discretion of the Chief of Police.

Compensatory time will be time off with pay granted on the basis of one (1) and one-half (½) hours off from regular duties for each hour of overtime worked over forty-three (43) hours, unless otherwise stated herein. Regular pay or compensatory time at the standard rate will apply between forty (40)/forty-three (43) hours. Compensatory time or overtime will be allowed for hours worked over forty-three (43) for the performance of the following duties.

a. Municipal, District, and Juvenile Court appearances which shall be granted on a time and one-half (½) basis. However,

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if less than one (1) hour of off-duty time is expended by the officer, the officer shall be granted one (1) hour of accumulated overtime.

b. All call-backs shall be granted on a time and one-half (½) basis with a one-hour (1) minimum.

c. All in-service training when attendance is required.

SECTION 2. Checking in and checking out periods of up to ten (10) minutes shall not be counted for computing compensatory/overtime.

SECTION 3. The following duties will be excluded from any compensation except as provided as follows:

a. There will be a requirement to attend departmental meetings and/or conferences with no compensation. These departmental meetings or conferences will not exceed four (4) annually.

b. All schools, conferences, and seminars attended on scheduled off-duty days will receive comp time at a rate of one (1) to one (1), not to exceed eight (8) hours per day.

c. All schools, conferences, and seminars attended on scheduled workdays will receive no compensation.

ARTICLE 13

HOLIDAYS

SECTION 1. Each employee covered under the provisions of this Agreement shall be entitled to observe thirteen (13) days as holidays and be granted time off with pay.

SECTION 2. Holidays will be observed on actual calendar days unless an employee is required to work by the City.

- a. New Year's Day—January 1<sup>st</sup>
- b. Martin Luther King Day—Calendar date
- c. Good Friday—Calendar date
- d. Memorial Day—Calendar date
- e. Independence Day—July 4
- f. Labor Day—Calendar Date
- g. Veteran's Day—November 11<sup>th</sup>
- h. Thanksgiving Day—Calendar date
- I. Friday after Thanksgiving Day—Calendar date
- j. Presidents' Day—Calendar date
- k. Christmas Eve—December 24<sup>th</sup>
- l. Christmas Day—December 25<sup>th</sup>
- m. Employee Birthday

SECTION 3. The granting of holidays observed by the City shall be subject to the following provisions:

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- a. When a holiday falls on an employee's day off, an alternate day shall be observed as approved by the City.
- b. When a holiday falls on an employee's workday, he/she shall receive two holidays for that holiday only if he/she actually works that holiday. If he/she does not work that holiday, he/she will only receive one holiday.
- c. A holiday falling during a period of paid leave, including vacations, shall not be counted as a workday in computing the amount of leave expended. However, when an employee is absent without approved leave on a holiday for which he/she is scheduled to work, such time shall be charged to leave without pay and he/she shall not be eligible to receive an additional day off with pay at a later date.
- d. Holiday pay shall not be paid if the employee fails to work on both his/her regularly scheduled work day immediately prior to and following a designated holiday unless on paid leave which has been approved by the employee's supervisor.
- e. An employee terminating his/her service with the City whose last scheduled work day falls on a holiday shall have the effective date of this separation on the work day immediately preceding the holiday.

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SECTION 4.

a. Each employee covered by this Agreement who was hired prior to July 1, 2007, shall be limited to a maximum carry over of twenty (20) holidays from year to year. The parties agree that the City will compensate employees who have more than twenty (20) holidays on the book as of June 30, 2007, for that time over a three year period in equal one-third amounts. The parties agree that for FY 2007-2008, the pay out for the first one-third of access hours will occur on April 1, 2007. Any employee hired after July 1, 2007, may only carry over a maximum of thirteen (13) holidays from year to year.

b. Each employee covered by this Agreement hired prior to July 1, 2007, will be limited to a maximum of seventy-three (73) days of severance pay for all leave accrued including sick leave, vacation and holiday at the time of retirement/resignation. For employees hired after July 1, 2007, the maximum of such severance pay will be sixty (60) days at the time of retirement/resignation.

The City reserves the right to not buy back any leave accumulation in the event of termination for cause of any employee.

ARTICLE 14

VACATION LEAVE

SECTION 1. Vacation leave shall be earned as follows: Each regular or probationary employee will earn vacation leave at the rate of 5/6 working days per month of service for the first five (5) years of service. After completion of the five (5) years of service and until the ten (10) years of service, vacation leave will be earned at the rate of 1 1/4 working days per month; after ten (10) years of service, employees will accrue vacation leave at a rate of 1 3/4 working days per month of service.

SECTION 2. The amount of vacation leave that may be carried forward on January 1st of each year shall not exceed forty-five (45) days.

SECTION 3. Vacation leave with pay shall be granted to employees in accordance with the following provisions:

a. All regular employees shall be eligible to take their full vacation immediately after their anniversary date provided said employee has worked for the City a minimum of one (1) year.

b. Employees shall not be permitted to use either accrued vacation leave or accrued compensatory time during a period of suspension.

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c. Vacation leave shall be expended in not less than one-half (½) day periods.

d. Upon separation, the employee shall be paid for the unused portion of his/her accrued vacation leave, provided that the reason for termination is not discharge for cause.

e. The City reserves the right to determine whether any buy back compensation will occur for excess vacation leave.

SECTION 4.

a. Any employee discharged for cause shall not receive any annual leave buy back.

b. Any employee who retires shall automatically receive annual leave buy back.

c. Any employee who resigns in good standing, annual leave buy back shall be automatic.

d. Any other resignations or failure to complete three (3) years of continuous Police service annual leave, buy back shall be at the discretion of the City.

ARTICLE 15

SICK LEAVE

SECTION 1. Sick leave shall be accumulated at the rate of one (1) day (eight hours) for each month of employment.

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SECTION 2. The use of sick leave is limited to cases of illness or injury of the employee or member of his/her immediate family. Abuse of the sick leave privilege may be cause for immediate dismissal. Sick leave may be taken in increments of half ( $\frac{1}{2}$ ) days.

SECTION 3. Sick leave may be used when there is a death or serious illness within the employee's grandparents, grandchildren, and/or immediate family. Normally, three day's leave shall be granted for this purpose, but may be extended by the City Manager under extenuating circumstances. Childbirth shall be considered a serious illness under the provisions of this Article.

SECTION 4. An employee who, due to illness or injury, is absent from work shall make provisions to notify the appropriate supervisor of his/her absence, telephone number where he/she can be reached, and an address. Employees will be checked; failure to be reached will result in loss of pay for that shift. A written reprimand will accompany the loss of pay. Employees who are absent for three (3) days or more shall be required to submit a physician's statement. This statement must indicate that he/she has recovered sufficiently to return to work. Sick leave

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forms are provided in each department and shall be filled out and signed by the employee upon returning to work.

SECTION 5. Sick leave shall be accumulative to ninety (90) days. Sick leave which totals more than ninety (90) days will be applied to vacation leave at the rate of three (3) to one (1).

SECTION 6. The City reserves the right to determine whether any excess sick leave shall be brought back each year. Employees with at least one (1) year completed service may sell back sick leave at the rate of three (3) days for one (1) day's pay upon termination, provided that the reason for termination is not discharge for cause.

SECTION 7. Any employee who shall receive payment for work performed for any other employer than the City of McAlester while on approved sick leave may be subject to immediate dismissal. False or fraudulent use of sick leave may be cause for disciplinary action against the offending employee. Such disciplinary action may include dismissal.

SECTION 8.

- a. Any employee discharged for cause shall not receive any sick leave buy-back.
- b. Any employee who retires shall automatically receive sick leave buy-back.

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- c. Any employee who resigns in good standing, sick leave buy-back shall be automatic.
- d. Any other resignation or failure to complete three years of continuous Police service sick leave buy-back shall be at the discretion of the City.

SECTION 9. Any officer who is on leave for an on duty or off-duty injury or sickness may be assigned to "light duty status" if the Police Chief so designates and so long as the officer has been release by his or her health care provider for light duty. Light duty assignments will be granted on a case by case basis depending on the needs of the Department at the time, personnel available, special needs at the time of request and other circumstances that affect the operation of the Police Department. "Light Duty" assignments are granted solely on the approval of the Chief. Such assignments will consist of work that is related to law enforcement activities such as data entry, evidence related activities, accepting walk in complaints and responding to citizen inquiries, community relations activities, research and writing activities, dispatch services not requiring the use of OLETS and the like. The Chief may approve the officer to work a secondary job during the time he is on sick leave duty to an off-duty injury or sickness.

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ARTICLE 16

LIFE AND MEDICAL INSURANCE

SECTION 1. The City shall pay the cost of each employee's medical insurance coverage through a group insurance program.

SECTION 2. The City shall provide Workman's Compensation coverage to members of the F.O.P. at no cost to the F.O.P. or its members. This coverage must be in compliance with applicable State statutes.

ARTICLE 17

LONGEVITY BONUS PAY

SECTION 1. Longevity bonus pay shall be made in accordance with the then current City longevity bonus pay policies except that eligibility for payment shall begin upon completion of five (5) year's service with the City. (Calculations shall be defined in the Longevity Resolution of the City).

SECTION 2. The maximum longevity shall be increased from the twenty (20) year cap to twenty-five (25) years.

ARTICLE 18

UNIFORM AND FOOTWEAR ALLOWANCE

SECTION 1. Uniforms 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/her assigned uniforms, and if said uniforms are lost or damaged through oversight or inattention by the individual employee, then said employee shall be financially responsible for the repair or replacement of such uniforms.

SECTION 3. Each employee covered under the terms and conditions of this Agreement shall have reserved a clothing allowance in the amount of \$800.00 per year to be used only for the purchase and replacement of items of uniformed clothing as prescribed by the City (including Detectives). Members will receive \$400.00 in clothing allowance on July 20 of each year and will receive the remaining amount on January 20 of each year. Such amounts will be deemed as taxable income.

SECTION 4. In the event of termination, resignation, death or retirement, the clothing allowance will be computed at a rate of 1/12th of the yearly benefit per month and, if the employee has encumbered an amount greater than the proportional amount of

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the uniform allowance account that is due to him/her at the time of separation, said employee shall make appropriate reimbursement to the City or the amount will be withheld from his/her final pay draft.

**ARTICLE 19**

SHIFT/RANK STRUCTURE

SECTION 1. Patrol Division: The Patrol Division will consist of three shifts. Each shift will consist of a Captain, Lieutenant, Sergeant, and a number of Master Patrolman/Patrolman, which will be determined by the City and Police Chief. The duties of each rank will be outlined in the appropriate Police Department Uniform Rules and Regulations that govern the duties and responsibilities of each rank.

SECTION 2. The Criminal Investigations Division: The Criminal Investigations Division will consist of a Captain, Lieutenant, Sergeant, and a number of Master Patrolman/Patrolman. This also includes Narcotics/Interdiction Division and special assignments.

SECTION 3. The Police Chief may assign personnel to the Criminal Investigative Division on a temporary or permanent basis, as he may deem necessary. This decision will be based on

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several factors including, but not limited to seniority, evaluations, job performance, and attitude. The duties and responsibilities for these special assignments will be determined by the Police Chief.

ARTICLE 20

UNFAIR LABOR PRACTICE

SECTION 1. Both parties agree to comply with 11 O.S. 51-102 governing unfair labor practices.

ARTICLE 21

REIMBURSEMENT FOR PERSONAL PROPERTY

SECTION 1. Personal articles that are necessary to enable officers to better perform their duties that are damaged or broken in the line of duty shall be repaired or replaced at the option of the City.

SECTION 2. Personal articles as contained in this Article shall include, but not be limited to:

1. Prescription Eye Glasses or Contact Lenses
2. Dentures
3. Watches (subject to a \$100.00 limitation)
4. Prescription sun glasses (subject to a maximum of \$100.00)

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

SECTION 4. When repair or replacement is necessary, the officer's report stating how, when, and where such damage or breakage occurs shall be forwarded to the Chief of Police.

ARTICLE 22

PERSONNEL REDUCTION

SECTION 1. In the event of a personnel reduction, the employee with the least seniority, according to time in rank shall be laid off first. Seniority shall be determined by the last date of hire as a Police Officer within the Police Department. Laid off employees will receive a fifteen (15) day notice prior to layoff, this notice will be written.

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 lay off will notify the City Personnel Office of their intention. Any employee's failure to respond within fifteen (15) days shall

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be considered as indication that the employee does not intend to continue his/her employment with the McAlester Police Department.

SECTION 3. Any employees laid off shall retain the recall preference for a period of twelve (12) months from the date of their individual release from duty.

ARTICLE 23

SEPARABILITY

SECTION 1. If any provision of this Agreement is declared by proper State or Federal law or judicial authority to be unlawful, unenforceable, or not in accordance with applicable Personnel Rules or law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 24

WAIVER AND ENTIRE AGREEMENT

SECTION 1. The parties acknowledge that during negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived by the parties after the exercise of the right and opportunity are

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set forth in this Agreement. Therefore, the City and the F.O.P., for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE 25

DURATION OF AGREEMENT

SECTION 1. This Agreement shall be effective as of July 1, 2008, and shall remain in full force and effect until June 30, 2009. This Agreement shall continue from year-to-year and be automatically extended for one-year terms unless changed by the mutual agreement of both bargaining parties and through written notice of request for bargaining given by either the City or the F.O.P. to the other party at least ninety (90) days before the anniversary date of this Agreement.

ARTICLE 26

SENIORITY

SECTION 1. Seniority shall be defined as follows: Seniority starts on the date an officer is hired in for Patrolman or when he receives a promotion. Seniority shall be by rank. Captains shall have seniority over all Lieutenants and below; Lieutenants shall have seniority over all Sergeants and below; Sergeants shall have seniority over all Master Patrolmen/Patrolmen and below. Seniority within a rank shall be determined by the date rank made.

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 rank of Patrolman are appointed on the same date, their relative seniority standing shall be determined in order of their employment application. Where two or more officers receive a promotion on the same date, their relative seniority shall be determined by their total score for that promotion test, evaluation, present seniority and oral interview.

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

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- a. Discharge, if not reversed
- b. Resignation;
- c. Unexcused failure to return to work upon the expiration of formal leave of absence; and
- d. Retirement

SECTION 5. Any officer returning to duty from medical retirement shall be reinstated to duty as a beginning Patrolman and shall not be reinstated to his/her former rank and shall not be given credit for seniority points previously acquired for purposes of promotional testing.

ARTICLE 27

GARNISHMENTS/LEVY ON WAGES

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

SECTION 2. Failure to comply with the 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.

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ARTICLE 28

MUTUAL RESPONSIBILITY TO AVOID DISCRIMINATION

SECTION 1. 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, physical or mental handicap, national origin, status, or union membership, or political affiliation. 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 of 1964, as amended.

SECTION 2. In the event that any portion of this Agreement unintentionally conflicts with the employer's capability to be in compliance with said Act, the EEOC Guidelines will be overriding to that portion of this Agreement.

ARTICLE 29

PREVAILING RIGHTS

SECTION 1. All rules, regulations, fiscal procedures, working conditions, departmental practices and manner of conducting the operation and administration of the McAlester

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Police 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 30

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 six (6) months unless authorized by the Police Chief and City Manager.
- b. Injury leave will be granted only on the written recommendation and evaluation of a medical doctor. In the event an employee is granted injury leave, such employee shall submit a physician's written evaluation for each thirty (30) days so granted for injury leave, or any portion thereof, until said employee returns to work.
- c. Injury leave granted under this provision will not be applied against accumulated sick leave. Employees will not

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accumulate sick leave during the time they are on injury

leave.

ARTICLE 31

POLICE RULES AND REGULATIONS

SECTION 1. The Police Uniform Rules and Regulations shall become a part of the Collective Bargaining Agreement.

SECTION 2. The Police Uniform Rules and Regulations may only be modified or changed by agreement between the City and the F.O.P.

SECTION 3. The City still reserves the right to issue Administrative Policies and general personnel policies if they are necessary.

ARTICLE 32

PENSION/RETIREMENT

SECTION 1. In accordance with 11 O.S. 50-109 the City shall contribute thirteen percent (13%) of the F.O.P. members actual base salary to the Police Pension and Retirement System.

SECTION 2. In accordance with 11 O.S. 50-110, each member shall pay his/her share of the eight percent (8%) contribution to the Oklahoma State Police Pension and Retirement System.

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SECTION 3. The Police Pension shall govern all other terms of pension and retirement and Retirement System as provided in 11 O.S. 50-101-50-309, et al.

ARTICLE 33

ALCOHOL AND DRUG-FREE WORKPLACE POLICY

SECTION 1. Purpose

This article shall apply to all members of the bargaining unit. The purpose of this policy is to maintain a work environment that is safe and conducive to high work standards. This policy covers the possession or use of drugs and/or alcohol by employees of the Department.

SECTION 2. Policy

The possession, use, manufacture, dispensation, sale, or distribution of alcohol and/or illegal drugs (this includes illegally-obtained prescription medication) while on duty, on City property, or while in a City vehicle are prohibited and will result in immediate suspension pending further action which may include termination. Being under the influence of alcohol and/or illegal drugs (including illegally-obtained prescription medications) while on duty, on City property or in a City vehicle

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is prohibited and may result in discipline, up to and including termination.

Such conduct is also prohibited during non-work hours to the extent that, in the Employer's opinion, it impairs the employee's ability to perform on-the-job.

The use of prescribed drugs or over-the-counter drugs, which adversely affect performance or behavior, must be reported by the employee to his/her immediate supervisor upon reporting for duty.

SECTION 3. Drug and Alcohol Rehabilitation

Any employee who feels that he/she has developed an addiction or dependence on alcohol or drugs is encouraged to seek assistance. Requests for assistance will be confidential.

The decision to grant leave for rehabilitation will be totally at the discretion of the City of McAlester. The factors to be considered will include tenure, degree of responsibility, and past work history. A request for assistance will not be considered during an investigation of possible wrong doing by the employee making the request.

Rehabilitation itself is the responsibility of the employee. An employee seeking medical attention for alcoholism or drug use should use an approved health provider for rehabilitation. The

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insurance plan provides for health benefits on the same basis and with the same restrictions and limits as other illnesses. The employee should review his/her health care benefit information for restrictions and limitations of benefits.

SECTION 4. Definition

1. "Alcohol" means ethyl alcohol or ethanol.
2. "Company property" includes, but is not limited to, any company facilities, employee parking lots and company-owned or leased vehicles, vessels, aircraft and other equipment.
3. "Confirmation test" means a drug or alcohol test on a sample to substantiate the results of a prior drug or alcohol test on the same sample and which uses different chemical principles and is of equal or greater accuracy than the prior drug or alcohol.
4. "Drug or alcohol test" means a chemical test administered for the purpose of determining the presence or absence of a drug, its metabolites, or alcohol in a person's body tissue, fluids or products.
5. "Drug" includes, but is not limited to, marijuana, amphetamines, cannabinoids, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates,

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benzodiazepines, synthetic narcotics, designer drugs, or a metabolite of any of the substances listed herein.

6. "On the job" means any time an employee is acting on behalf of the City of McAlester; any time during which the employee is being compensated by the City of McAlester; and any time the employee is in the capacity of law enforcement officer.

7. A "positive" test result means that the drug or alcohol test indicated the presence of a drug, its metabolite, or alcohol.

8. "Review officer" means a person, qualified by the State Board of Health, who is responsible for receiving results from a testing facility which has been generated by the City's drug or alcohol testing program and who has knowledge and training to interpret and evaluate an individual's test results together with the individual's medical history and other relevant information.

9. "Sample" means tissue, fluid, or product of the human body chemically capable of revealing the presence of drugs or alcohol in the human body.

10. "Testing facility" means any person, including any laboratory, hospital, clinic, or facility, either off or on

the premises of the employer, which provide laboratory services to test for the presence of drugs or alcohol in the human body.

SECTION 5. Violation of this Policy

Employees who violate any aspect of this policy (including receiving a confirmed positive test result or the refusal to submit to testing) may be subject to disciplinary action, up to and including termination. In addition, the City may, at its discretion, require employees who violate this policy to successfully complete a drug abuse assistance or rehabilitation program as a condition of continued employment.

SECTION 6. Types of Testing

a. Reasonable Suspicion Testing: The City may require an employee to undergo drug or alcohol testing if there is "reasonable suspicion" that an employee is using or has used drugs or alcohol in violation of the City policy drawn from specific objective, articulable facts, and reasonable inferences drawn from those facts in light of experience and may be based upon, among other things, the following:

1. Observable phenomena, such as

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- a. The physical symptoms or manifestations of being under the influence of a drug or alcohol while at work or on duty, or
  - b. The direct observation of drug or alcohol use while at work or on duty,
2. a. Report of drug or alcohol use while at work or on duty provided by reliable and credible sources and which has been independently corroborated,
  3. Evidence that an individual has tampered with a drug or alcohol test during his/her employment with this City, or
  4. Evidence that an employee is involved in the use, possession, sale, solicitation or transfer of drugs while on the job or while on City property or while operating the City's vehicle, machinery or equipment.
- b. Post Accident Testing. An employee will be required to undergo drug or alcohol testing if the employee or another person has sustained a work-related injury or the City's property has been damaged, including damage to equipment, in an amount reasonably estimated at the time of the accident to exceed Five Hundred dollars (\$500.00).
- c. Random Testing. Employees may be tested on a random selection basis, which means that each employee from a group

MCALESTER FOP COLLECTIVE BARGAINING AGREEMENT 2008/2009

of employees subject to the selection mechanism has an equal probability of being selected, and the City has no discretion to waive the testing of any employee selected.

d. Post-Rehabilitation Testing. If an employee is allowed to return to work after a confirmed positive test result or following participation in a drug/alcohol dependency treatment plan, the employee will be subject to drug and alcohol tests WITHOUT notice for a period of two years from the date of the employee's return to work.

SECTION 7. Confirmation Testing

A confirmation test is a drug or alcohol test on a sample to substantiate the results of a prior drug or alcohol test on the same sample, which uses different chemical principles and is of equal greater accuracy than the prior or alcohol test. If the confirmation test yields a positive result, the test result will be a "confirmed positive".

If the employee wishes to have the same sample re-tested, the employee must, in writing, request such a re-test within ten (10) calendar days of the employee's receipt of notification of the confirmed positive result. Any such re-test, including transportation, will be at the sole expense of the employee or

MCALESTER FOP COLLECTIVE BARGAINING AGREEMENT 2008/2009

applicant. In addition, the employee shall, at all times, have the right to explain the test in confidence.

SECTION 8. Testing Methods and Collection Procedures

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

b. All sample collection and testing for drugs and alcohol pursuant to the provisions of this act shall be conducted in accordance with the following conditions:

1. Samples shall be collected and tested only by individuals deemed qualified by the State Board of Health and may be collected on the premises of the employer;
2. Only samples deemed appropriate by the State Board of Health for drug and alcohol testing shall be collected;
3. The collection of samples shall be performed under reasonable and sanitary conditions;
4. 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;

**MCALESTER FOP COLLECTIVE BARGAINING AGREEMENT 2008/2009**

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5. Samples shall be collected and tested with due regard to the privacy of the individual being tested. In the instances of the urinalysis, no employer or representative, agent or designee of the employer shall directly observe an applicant or employee in the process of producing a urine sample; provided, however, collection shall be in a manner reasonably calculated to prevent substitutions or interference with the collection of testing of reliable samples;
6. Sample collection shall be documented, and the documentation procedures shall include:
  - a. Labeling of samples so as to reasonably preclude the probability of erroneous identification of the test results, and
  - b. An opportunity for the employee to provide notification of any information, which the employee considers relevant to the test, including identification of currently or recently used prescription or non-prescription drugs, or other relevant information;
7. Sample collection storage and transportation to the testing facility shall be performed so as to reasonably

**MCALESTER FOP COLLECTIVE BARGAINING AGREEMENT 2008/2009**

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preclude the probability of sample contamination or adulteration;

8. Sample testing shall conform to scientifically-accepted analytical methods and procedures. Testing shall include confirmation of any positive test result by gas chromatography, gas chromatography-mass spectroscopy, or an equivalent scientifically-accepted method of equal or greater accuracy as approved by State Board of Health rule, at the cutoff levels as determined by State Board of Health rule.

9. A written record of the chain of custody of the sample shall be maintained from the time of the collection of the sample until the sample is no longer required.

SECTION 9. Persons Subject to be Tested

All members of the bargaining unit are subject to testing.

SECTION 10. Time of Testing

Any drug or alcohol testing will occur during or immediately before or after the regular work period of the employee involved and will be deemed work time for purposes of compensation and benefits for the employee.

MCALESTER FOP COLLECTIVE BARGAINING AGREEMENT 2008/2009

SECTION 11. Cost of Testing

The City shall pay all costs of testing for drugs or alcohol required by this policy including confirmation tests required by this policy and the cost of transportation of the testing of a current employee is conducted at a place other than the workplace. If an employee requests a re-test of a sample in order to challenge the results of a positive test result, the employee shall pay all costs of the re-test; however, if the re-test reverses the findings of the challenged positive test, the employer shall reimburse the individual for the cost of the re-test.

SECTION 12. Records

a. The City shall maintain all drug and alcohol test results and related information, including, but not limited to interviews, report, statements, and memorandum, as confidential records, separate from other personnel records. Such records, including the records of the testing facility, shall not be used in any criminal proceedings or any civil or administrative proceedings except in those actions taken by the employer or in any action involving the individual tested and the employer or unless such records are ordered released pursuant to a valid court order.

**MCALESTER FOP COLLECTIVE BARGAINING AGREEMENT 2008/2009**

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b. The records described herein shall be the property of the City and, upon the request of the employee tested, shall be made available for inspection and copying to the employee tested. The City will not release such records to any person other than the employee tested or the City's review officer unless the employee tested, in writing following the receipt of the test results, has expressly granted permission for the employer to release such records pursuant to a valid court order.

**SECTION 13. Disciplinary Actions**

Under the policy, employers may not take disciplinary action, other than temporary suspension, against the employees who test positive for drugs or alcohol, unless the test is "confirmed" by a second test performed on the same sample using one of the methods specified in the policy which is of equal or greater accuracy than previously administered test.

MCALESTER FOP COLLECTIVE BARGAINING AGREEMENT 2008/2009

IN WITNESS WHEREOF, the parties hereto have set their hands this  
\_\_\_\_\_ day of \_\_\_\_\_ 2009.

CITY OF MCALESTER, OKLAHOMA  
A Municipal Corporation

By \_\_\_\_\_  
Mayor

ATTEST:

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

FRATERNAL ORDER OF POLICE  
Lodge 97  
Bargaining Agent

By Chris Morris  
Chris Morris, President

Kelby  
Secretary

# POLICE OFFICERS/POLICE UNION

CONTRACT 2008-2009

BASE PAY SCHEDULE

Updated 04/20/09

Incentives not part of base pay.

STEP	1YR		1YR		1YR		2YR		2YR		2YR		2YR		2YR		ANNUAL SALARY		
	1	2	3	4	5	6	7	8	9	10	STEP 1	STEP 10							
<b>P9 - RECRUIT</b>																			
MONTHLY	2,727																	32,724	-
SEMI-MO	1,363.50																		
HOURLY	15.73																		
ANNUAL	32,724																		
<b>P12 - PATROLMAN</b>																			
MONTHLY	2,849	2,927	3,015	3,097	3,190	3,290	3,383	3,491	3,602	3,715	34,188	44,580							
SEMI-MO	1,424.50	1,463.50	1,507.50	1,548.50	1,595.00	1,645.00	1,691.50	1,745.50	1,801.00	1,857.50									
HOURLY	16.44	16.89	17.39	17.87	18.40	18.98	19.52	20.14	20.78	21.43									
ANNUAL	34,188	35,124	36,180	37,164	38,280	39,480	40,596	41,892	43,224	44,580									
<b>P13 - MASTER PATROLMAN</b>																			
MONTHLY	2,959	3,040	3,130	3,214	3,309	3,412	3,509	3,621	3,734	3,850	35,508	46,200							
SEMI-MO	1,479.50	1,520.00	1,565.00	1,607.00	1,654.50	1,706.00	1,754.50	1,810.50	1,867.00	1,925.00									
HOURLY	17.07	17.54	18.06	18.54	19.09	19.68	20.24	20.89	21.54	22.21									
ANNUAL	35,508	36,480	37,560	38,568	39,708	40,944	42,108	43,452	44,808	46,200									
<b>P17 - SERGEANT</b>																			
MONTHLY	3,107	3,199	3,301	3,394	3,502	3,618	3,727	3,852	3,980	4,113	37,284	49,356							
SEMI-MO	1,553.50	1,599.50	1,650.50	1,697.00	1,751.00	1,809.00	1,863.50	1,926.00	1,990.00	2,056.50									
HOURLY	17.93	18.46	19.04	19.58	20.20	20.87	21.50	22.22	22.96	23.73									
ANNUAL	37,284	38,388	39,612	40,728	42,024	43,416	44,724	46,224	47,760	49,356									
<b>P19 - LIEUTENANT</b>																			
MONTHLY	3,235	3,333	3,443	3,541	3,656	3,778	3,894	4,026	4,160	4,301	38,820	51,612							
SEMI-MO	1,617.50	1,666.50	1,721.50	1,770.50	1,828.00	1,889.00	1,947.00	2,013.00	2,080.00	2,150.50									
HOURLY	18.66	19.23	19.86	20.43	21.09	21.80	22.47	23.23	24.00	24.81									
ANNUAL	38,820	39,996	41,316	42,492	43,872	45,336	46,728	48,312	49,920	51,612									
<b>P22 - CAPTAIN</b>																			
MONTHLY	3,417	3,526	3,643	3,751	3,876	4,010	4,137	4,282	4,426	4,576	41,004	54,912							
SEMI-MO	1,708.50	1,763.00	1,821.50	1,875.50	1,938.00	2,005.00	2,068.50	2,141.00	2,213.00	2,288.00									
HOURLY	19.71	20.34	21.02	21.64	22.36	23.13	23.87	24.70	25.53	26.40									
ANNUAL	41,004	42,312	43,716	45,012	46,512	48,120	49,644	51,384	53,112	54,912									



# McAlester City Council

## AGENDA REPORT

**Meeting Date:** April 28, 2009      **Item Number:** 6  
**Department:** Tourism/Expo  
**Prepared By:** Jerry Lynn Wilson      **Account Code:** \_\_\_\_\_  
**Date Prepared:** April 7, 2009      **Budgeted Amount:** \_\_\_\_\_  
**Exhibits:** Two

### Subject

Consider, and act upon, an Agreement with Hance Pyrotechnics for the July 4<sup>th</sup> fireworks display in the amount of \$25,000.

### Recommendation

Motion to approve an agreement with Hance Pyrotechnics in the amount of \$25,000.

### Discussion

This year's firework show is scheduled to be much better than in previous years. In addition to the firework show, we will provide indoor activities, games and inflatables, in the air conditioned area with concessions available.

### Approved By

	<i>Initial</i>	<i>Date</i>
<b>Department Head</b>	<u>MWP</u>	<u>04/15/09</u>
<b>City Manager</b>	<u>MBR</u>	<u>04/22/09</u>

Hance Pyrotechnics  
201 Remington Place  
Tahlequah, OK 74464  
918-456-3971  
918-431-5876 cell

March 6, 2009

RE: McAlester Fireworks Show  
July 4, 2009

Jerry Lynn:

Attached is the bid and contract for the above mentioned fireworks display.

Shells are classed in 3 categories,

*Color shells:* which are bright single colors in red, green, gold, blue, silver, etc. They are usually Chrysanthemums, Willows, Palms etc.

*Deluxe shells:* Consisting of a much bolder color and patterns designs and multi effects, these shells are very close to premium as you can get.

*Premium shells:* Are the best possible shell's available on the market, consisting in high quality Japanese styles and effects, they are the best in color, burst and patterns.

All shells will be in the assorted variety so you will be getting the widest variety of colors, patters, as well as the loud titanium salutes.

Our shows consist of an Opening , Main body of show, and Finale.

Openings are usually loud and attention getters, followed by a main body which is the assortment of multi effect shells then wrapping it up into a long Finale to finish the show.

All shows are electric fired to protect the operators and spectators and provide a more precise show.

If you have any question please call.

We are looking forward to working with you.

Thank you  
Neil Hance



**Hance Pyrotechnics**  
201 Remington Place  
Tahlequah, Oklahoma 74464  
918-456-3971 458-1758  
[www.hancefireworks.com](http://www.hancefireworks.com)  
[sales@hancefireworks.com](mailto:sales@hancefireworks.com)

## **AGREEMENT FOR FIREWORKS DISPLAY**

**THIS AGREEMENT** made and entered into this 6th day of March, 2009, by and between Hance Pyrotechnics, whose principal place of business is Tahlequah, Oklahoma, sometimes hereinafter referred to as Seller, and City of McAlester, sometimes hereinafter referred to as Purchaser,

**WITNESSETH:**

**WHEREAS**, Hance Pyrotechnics, was the successful bidder for a pyrotechnic display (hereafter "fireworks display") to be performed and displayed on July 4th, 2009 with a rain date of July 5th, 2009 for Client, and

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

**WHEREAS**, in exchange for Hance Pyrotechnics performing the fireworks display, Hance Pyrotechnics shall be entitled to a payment of the successfully bid amount of \$25,000.00, inclusive of tax, payable as hereafter provided.

**NOW THEREFORE**, the parties hereto agree as follow:

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

2. **Purchaser's responsibilities with respect to fireworks display:** Purchaser agrees to (a) provide a sufficient area for the display, including a minimum spectator set back of 1000' as determined by Seller, (b) provide protection of the display area to prevent unrestricted access by unauthorized persons by a means it shall determine is adequately designed for that purpose, (c) arrange adequate police or other protection to prevent spectators from entering the display area, administer proper crowd control, parking supervision, etc., and (d) arrange fire protection and emergency medical care for the health and safety of spectators and the public.

3. **Compensation to Seller:** Purchaser shall pay to Seller the amount of \$25,000.00. The sum shall be paid to Seller with 50% down as deposit upon signing the contract, and remaining amount due on the date of the display. Any balance that is not paid at the time it becomes due shall bear interest at 18% per annum.

# Quote

Invoice Date:

06 March 2009

**FROM**

## Hance Pyrotecnics

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

**TO**

## City of McAlester

PO Box 578  
McAlester, OK 74502  
918-423-9300  
jerry.wilson@cityofmcalester.com  
c/o SE Expo Jerry Lynn  
July 4th 20min

<u>Item Description</u>	<u>Units/</u>	<u>Units</u>	<u>Price</u>	<u>Shot Count</u>	<u>Extended</u>
<u>Aerial Shells</u>	<u>case</u>	<u>Ordered</u>		<u>Each</u>	<u>Amount</u>
<b><u>3" Shells</u></b>					
3" A	Color Shells w/ tails	72	144	\$ 6.15	144 \$ 885.60
3" B	Deluxe Shells w/ tails	72	72	\$ 7.15	72 \$ 514.80
3" C	Premium Shells w/ tails	72	72	\$ 12.10	72 \$ 871.20
3" CH-10	Color Chains Shells (10)	6\60	120	\$ 7.15	120 \$ 858.00
			408		
<b><u>4" Shells</u></b>					
4" A	Color Shells w/ tails	36	36	\$ 11.20	36 \$ 403.20
4" B	Deluxe Shells w/ tails	36	72	\$ 12.85	72 \$ 925.20
4" C	Premium Shells w/ tails	36	36	\$ 25.85	36 \$ 930.60
4" CH-8	Color Chains Shells (5)	6\30	60	\$ 12.85	60 \$ 771.00
			204		
<b><u>5" Shells</u></b>					
5" A	Color Shells w/ tails	24	72	\$ 21.80	72 \$ 1,569.60
5" B	Deluxe Shells w/ tails	24	72	\$ 23.70	72 \$ 1,706.40
5" C	Premium Shells w/ tails	24	24	\$ 60.75	24 \$ 1,458.00
5" CH-6	Color Chains Shells (5)	4\20	60	\$ 22.60	60 \$ 1,356.00
			228		
<b><u>6" Shells</u></b>					
6" A	Color Shells w/ tails	9	45	\$ 26.35	45 \$ 1,185.75
6" B	Deluxe Shells w/ tails	9	45	\$ 42.05	45 \$ 1,892.25
6" C	Premium Shells w/ tails	9	27	\$ 85.45	27 \$ 2,307.15
			117		
<b><u>8" Shells</u></b>					
8" C	Premium Shells w/ tails	6	8	\$ 119.65	8 \$ 957.20
			8		
<b><u>10" Shells</u></b>					
10" C	Premium Shells w/ tails	4	4	\$ 185.25	4 \$ 741.00
			4		

**Aerial Shells Total**

**Shell count 969**



# McAlester City Council

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## AGENDA REPORT

Meeting Date: April 28, 2009 Item Number: 7  
Department: City Manager  
Prepared By: Mark B. Roath Account Code: \_\_\_\_\_  
Date Prepared: April 22, 2009 Budgeted Amount: \_\_\_\_\_  
Exhibits: Three

### Subject

Consider, and act upon, a Service Agreement with United Safety & Claims, Inc., to administer the Worker's Compensation Claims for an annual service fee of \$14,805.

### Recommendation

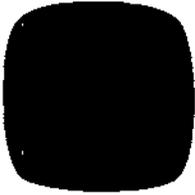
Motion to approve United Safety & Claims, Inc., Service Agreement in the amount of \$14,805.

### Discussion

United Safety & Claims, Inc. administers the City's claims for worker's compensation. The proposed agreement as well as the previous agreement is attached. Note: This Company is asking for a 5% increase from \$14,100 to \$14,805 per annum.

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	<u>MBR</u>	<u>04/22/09</u>



UNITED SAFETY & CLAIMS, INC.

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*Employee Benefit Services*  
www.unitedsafety.com

April 1, 2009

Mr. Willie Faries  
City of McAlester  
P.O. Box 578  
McAlester, OK 74502

Re: Renewal Contract

Dear Willie:

It was wonderful finally meeting you last week. I apologize I didn't have more time to visit. I hope you have the opportunity to come by again.

Enclosed is the renewal contract for our services. We are requesting a 5% cost of doing business increase. This would increase your annual service fee to \$14,805.00 and your monthly fee to \$1,233.75. This is the only change to the contract. If you would like to discuss this increase please feel free to call. If this is satisfactory, I have enclosed two contracts. Please sign both, retain one for your records and return the other to our office.

We appreciate your business and look forward to continuing our working relationship. If you have any questions or I may be of any further assistance, please don't hesitate to call.

Sincerely,

Chali Stevens  
Executive Vice President  
Chief Financial Officer

## SERVICE AGREEMENT

THIS AGREEMENT entered into by and between United Safety & Claims, Inc., hereinafter as UNITED, and City of McAlester, hereinafter referred to as CLIENT, for certain services in connection with self-insurer's obligations under the provisions of the workers' compensation law(s) of the State of Oklahoma.

1. It is the intention of the parties hereto that UNITED shall furnish to the CLIENT claims services and loss control services as follows:
  - a. UNITED shall recommend to the CLIENT procedures as required for the prompt reporting and recording of all occupational injuries and diseases.
  - b. UNITED agrees to provide all of its normal claim administration services including all reports as required by State regulatory agencies. Normal claims administration does not include items defined as allocated claim expense.
  - c. UNITED shall administer all claims incurred by the CLIENT during the policy period to determine if such injury was compensable and the actual amount of compensation due.
2. United shall prepare and issue all checks for payment of all normal loss and claim settlements. An impressed account will be established in the name of the CLIENT with check signing authority given to UNITED. At the inception of the contract, funds shall be provided and replenished promptly at the request of UNITED. The format of the checks must conform with UNITED'S current electronic data processing system, and the checks will be paid for by the CLIENT.
3. UNITED shall recommend physicians, surgeons, and other specialist for treatment of employees sustaining occupational injury or disease, if desired by the CLIENT. It shall review doctor's reports of injuries, consult with physicians to resolve medical questions, and if requested by the CLIENT, arrange for rehabilitation services. It shall review medical bills submitted on each claim and determine if they are reasonable and payable under the Workers' Compensation law, and do not exceed the allowed schedule of medical fees for treatment provided.
4. UNITED shall report to the CLIENT monthly on injuries reported during such period. Such reports shall include accident date, employee name, injury, description, medical and compensation paid to date, estimated additional cost, whether the claim is open or closed, and the estimated total cost.

5. UNITED shall maintain complete files on all reported claims on behalf of the CLIENT.
6. It is understood and agreed that UNITED will not perform, and CLIENT will not request performance of any services which may constitute the unauthorized practice of law.
7. UNITED shall be fully responsible for exercising reasonable care at all times in the performance of its obligations hereunder. However, if UNITED is named as a party to any litigation because of its actions on behalf of CLIENT hereunder, CLIENT agrees to defend UNITED in any such litigation and to hold harmless and indemnify UNITED if no finding is entered to the effect that UNITED failed to exercise such reasonable care. UNITED reserves the right to appoint its own counsel and approve any settlements.
8. This agreement shall be binding upon and shall inure to the benefit of all transferees, assigns, and successors in interest of any kind of the parties hereto, but no transfer or assignment may be made without the prior written permission of either party.
9. UNITED shall furnish to CLIENT all information it has available in making third-party claims, and in reporting claim losses and detail to the CLIENT'S excess insurance carrier as required.
10. The CLIENT agrees to pay UNITED a flat annual fee of \$14,805.00, to be paid in monthly installments of \$1,233.75. This fee includes quarterly loss control visits. The initial invoice is payable upon receipt. Subsequent payments are due by the 15<sup>th</sup> of each month.
11. The contract will be extended by mutual consent of both parties. It is the intention of both parties to review the contract within sixty (60) days prior to the conclusion of the terms of the existing contract. It is also agreed this contract may be canceled by either party for non-performance, after said party is fully apprised of such non-performance and given 60 days to remedy the problem.
12. In the event this service contract is terminated, UNITED agrees to continue handling all claims remaining open at the time of termination until such claims are closed or otherwise concluded. The fee for this service will be determined at the time of cancellation.
13. The terms of the Agreement may be modified in writing with the consent of the CLIENT and UNITED.

14. The CLIENT and/or excess carrier shall have the right to audit all files at any time except that the auditing personnel shall not be associated in any way with a competitor of United Safety & Claims, Inc.

This contract is consummated in the State of Oklahoma and all questions pertaining to its validity, construction and interpretation shall be determined in accordance with the laws of the State of Oklahoma.

IN WITNESS WHEREOF this Agreement had been duly executed by the parties as of the date indicated.

UNITED SAFETY & CLAIMS, INC.

CITY OF MCALESTER

  
Brad Smallwood  
President

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

7-1-09  
Effective Date of Agreement

## SERVICE AGREEMENT

THIS AGREEMENT entered into by and between United Safety & Claims, Inc., hereinafter as UNITED, and City of McAlester, hereinafter referred to as CLIENT, for certain services in connection with self-insurer's obligations under the provisions of the workers' compensation law(s) of the State of Oklahoma.

1. It is the intention of the parties hereto that UNITED shall furnish to the CLIENT claims services and loss control services as follows:
  - a. UNITED shall recommend to the CLIENT procedures as required for the prompt reporting and recording of all occupational injuries and diseases.
  - b. UNITED agrees to provide all of its normal claim administration services including all reports as required by State regulatory agencies. Normal claims administration does not include items defined as allocated claim expense.
  - c. UNITED shall administer all claims incurred by the CLIENT during the policy period to determine if such injury was compensable and the actual amount of compensation due.
2. United shall prepare and issue all checks for payment of all normal loss and claim settlements. An impressed account will be established in the name of the CLIENT with check signing authority given to UNITED. At the inception of the contract, funds shall be provided and replenished promptly at the request of UNITED. The format of the checks must conform with UNITED'S current electronic data processing system, and the checks will be paid for by the CLIENT.
3. UNITED shall recommend physicians, surgeons, and other specialist for treatment of employees sustaining occupational injury or disease, if desired by the CLIENT. It shall review doctor's reports of injuries, consult with physicians to resolve medical questions, and if requested by the CLIENT, arrange for rehabilitation services. It shall review medical bills submitted on each claim and determine if they are reasonable and payable under the Workers' Compensation law, and do not exceed the allowed schedule of medical fees for treatment provided.
4. UNITED shall report to the CLIENT monthly on injuries reported during such period. Such reports shall include accident date, employee name, injury, description, medical and compensation paid to date, estimated additional cost, whether the claim is open or closed, and the estimated total cost.

5. UNITED shall maintain complete files on all reported claims on behalf of the CLIENT.
6. It is understood and agreed that UNITED will not perform, and CLIENT will not request performance of any services which may constitute the unauthorized practice of law.
7. UNITED shall be fully responsible for exercising reasonable care at all times in the performance of its obligations hereunder. However, if UNITED is named as a party to any litigation because of its actions on behalf of CLIENT hereunder, CLIENT agrees to defend UNITED in any such litigation and to hold harmless and indemnify UNITED if no finding is entered to the effect that UNITED failed to exercise such reasonable care. UNITED reserves the right to appoint its own counsel and approve any settlements.
8. This agreement shall be binding upon and shall inure to the benefit of all transferees, assigns, and successors in interest of any kind of the parties hereto, but no transfer or assignment may be made without the prior written permission of either party.
9. UNITED shall furnish to CLIENT all information it has available in making third-party claims, and in reporting claim losses and detail to the CLIENT'S excess insurance carrier as required.
10. The CLIENT agrees to pay UNITED a flat annual fee of \$14,100, to be paid in monthly installments of \$1,175.00. This fee includes quarterly loss control visits. The initial invoice is payable upon receipt. Subsequent payments are due by the 15<sup>th</sup> of each month.
11. The contract will be extended by mutual consent of both parties. It is the intention of both parties to review the contract within sixty (60) days prior to the conclusion of the terms of the existing contract. It is also agreed this contract may be canceled by either party for non-performance, after said party is fully apprised of such non-performance and given 60 days to remedy the problem.
12. In the event this service contract is terminated, UNITED agrees to continue handling all claims remaining open at the time of termination until such claims are closed or otherwise concluded. The fee for this service will be determined at the time of cancellation.
13. The terms of the Agreement may be modified in writing with the consent of the CLIENT and UNITED.

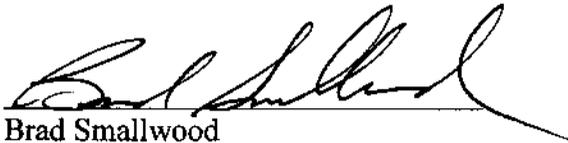
14. The CLIENT and/or excess carrier shall have the right to audit all files at any time except that the auditing personnel shall not be associated in any way with a competitor of United Safety & Claims, Inc.

This contract is consummated in the State of Oklahoma and all questions pertaining to its validity, construction and interpretation shall be determined in accordance with the laws of the State of Oklahoma.

IN WITNESS WHEREOF this Agreement had been duly executed by the parties as of the date indicated.

UNITED SAFETY & CLAIMS, INC.

CITY OF MCALESTER



Brad Smallwood  
President



By



Title

7-1-05  
Effective Date of Agreement

Council Chambers  
Municipal Building  
April 13, 2009

The McAlester Airport Authority met in a Rescheduled Regular session on Monday, April 13, 2009, at 6:00 P.M. after proper notice and agenda was posted April 7, 2009.

Present: Chris Fiedler, Donnie Condit, John Browne, Buddy Garvin, Sam Mason,  
William J. Ervin, Jr. & Kevin E. Priddle  
Absent: Haven Wilkinson  
Presiding: Kevin E. Priddle, Chairman

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

- **Approval of the Minutes from the March 24, 2009, Regular Meeting of the McAlester Airport Authority.** *(Cora Middleton, City Clerk)*
- **Concur with Mayor's reappointment of Randy Walters to the Airport Advisory Board for the term that expires March, 2011.** *(Kevin E. Priddle, Mayor)*
- **Concur with Mayor's reappointment of Cecil Craig to the Airport Advisory Board for the term that expires March, 2011.** *(Kevin E. Priddle, Mayor)*
- **Confirm action taken on City Council Agenda Item E regarding the Claims for the period of March 25, 2009 through April 13, 2009.** *(Sherry Alessi, Assistant Chief Financial Officer)* In the amount of \$2,510.00.

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

AYE: Trustees Garvin, Mason, Fiedler, Condit, Browne & Chairman Priddle  
NAY: None

Chairman Priddle declared the motion carried.

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

AYE: Trustees Garvin, Mason, Fiedler, Condit, Browne & Chairman Priddle  
NAY: None

Chairman Priddle declared the motion carried.

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Kevin Priddle, Chairman

ATTEST:

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Cora Middleton, Secretary

Council Chambers  
Municipal Building  
April 13, 2009

The McAlester Public Works Authority met in a Rescheduled Regular session on Monday, April 13, 2009, at 6:00 P.M. after proper notice and agenda was posted April 7, 2009.

Present: Chris Fiedler, Donnie Condit, John Browne, Buddy Garvin, Sam Mason,  
William J. Ervin. Sr. & Kevin E. Priddle  
Absent: Haven Wilkinson  
Presiding: Kevin E. Priddle, Chairman

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

- **Approval of the Minutes from the March 24, 2009, Regular Meeting of the McAlester Public Works Authority.** (*Cora Middleton, City Clerk*)
- **Confirm action taken on City Council Agenda Item E regarding the Claims for the period of March 25, 2009 through April 13, 2009.** (*Sherry Alessi, Assistant Chief Financial Officer*) In the amount of \$193,829.91.
- **Confirm action taken on City Council Agenda Item 4 regarding a Resolution authorizing the City of McAlester to seek a CDBG Block Grant.**

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

AYE: Trustees Mason, Fiedler, Condit, Browne, Garvin & Chairman Priddle  
NAY: None

Chairman Priddle declared the motion carried.

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

AYE: Trustees Mason, Fiedler, Condit, Browne, Garvin & Chairman Priddle  
NAY: None

Chairman Priddle declared the motion carried.

ATTEST:

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Kevin Priddle, Chairman

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Cora Middleton, Secretary

Council Chambers  
Municipal Building  
March 24, 2009

The McAlester Retirement Trust Authority met in special session on Tuesday, March 24, 2009, at 6:00 P.M. after proper notice and agenda was posted March 18, 2009.

Present: Chris Fiedler, Donnie Condit, John Browne, Haven Wilkinson, Buddy Garvin, Sam Mason, William J. Ervin, Jr. & Kevin E. Priddle  
Absent: None  
Presiding: Kevin E. Priddle, Chairman

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

- **Approval of the Minutes from the February 24, 2009, Regular Meeting of the McAlester Retirement Trust.** *(Cora Middleton, City Clerk)*
- **Approval of Retirement Benefit Payments for the period of April, 2009.** *(Sherri Alessi, Assistant Chief Financial Officer)* In the amount of \$39,253.83.

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

AYE: Trustees Condit, Browne, Wilkinson, Garvin, Mason, Fiedler & Chairman Priddle  
NAY: None

Chairman Priddle declared the motion carried.

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

AYE: Trustees Condit, Browne, Wilkinson, Garvin, Mason, Fiedler & Chairman Priddle  
NAY: None

Chairman Priddle declared the motion carried.

ATTEST:

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Kevin E. Priddle, Chairman

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Cora Middleton, Secretary