



McAlester City Council

NOTICE OF MEETING

Regular Meeting Agenda

Tuesday, October 13, 2009 – 6:00 pm
McAlester City Hall – Council Chambers
28 E. Washington

Kevin E. Priddle.....	Mayor
Chris B. Fiedler	Ward One
Donnie Condit.....	Ward Two
John Browne	Ward Three
Haven Wilkinson	Ward Four
Buddy Garvin	Vice-Mayor, Ward Five
Sam Mason	Ward Six
Peter J. Stasiak	Acting 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 within the required time frame.

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

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

CALL TO ORDER

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

- Ruth Atterberry, First United Methodist Church

ROLL CALL

CITIZENS COMMENTS ON NON-AGENDA ITEMS

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

CONSENT AGENDA

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

- A. Approval of the Minutes from the September 15, 2009, Special Meeting of the McAlester City Council. (Cora Middleton, City Clerk)

- B. Approval of the Minutes from the September 22, 2009, Regular Meeting of the McAlester City Council. (Cora Middleton, City Clerk)**
- C. Concur with Mayor's reappointment of Emma Watts to the Ethics Board for a term to expire July, 2013. (Kevin E. Priddle, Mayor)**
- D. Concur with Mayor's reappointment of Ruth Harkins to the ADA Board for a term to expire August, 2011. (Kevin E. Priddle, Mayor)**
- E. Concur with Mayor's reappointment of LaDell Emmons to the ADA Board for a term to expire August, 2011. (Kevin E. Priddle, Mayor)**
- G. Concur with Mayor's appointment of Donny Lenington to the ADA Board for a term to expire August, 2011. (Kevin E. Priddle, Mayor)**
- H. Approval of Claims for September 23, 2009 through October 13, 2009. (Gayla Duke, Chief Financial Officer)**

ITEMS REMOVED FROM CONSENT AGENDA

PUBLIC HEARING

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

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

SCHEDULED BUSINESS

1. **Consider, and act upon, approval of an Ordinance amending Ordinance No. 2327 which established the budget for fiscal year 2009-2010; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. Exhibits: A1, A2, A3, A4, A5 & A6. (Gayla Duke, Chief Financial Officer)**

Executive Summary

This agenda item involves amending the budget for fiscal year 2009/10.

2. **Consider, and act upon a Resolution amending established policy and authorizing the City Manager to waive fee(s), permit(s), license(s) or other related charges not to exceed in the amount of \$250 in a single transaction. (Kevin E. Priddle, Mayor)**

Executive Summary

This agenda item involves amending established policy and authorizing the City Manager to waive fees, permits, licenses or other related charges.

- 3. Consider and act upon, requesting the City Administration to compile a list of equipment and vehicles for sale by auction, including vehicles that were recently replaced in the Community Services and Police Departments, and to furnish said list to the City Council at its next regular meeting. (Sam Mason, Councilman Ward 6 & Vice Mayor Buddy Garvin)**

Executive Summary

This agenda item involves the City Administration to compile and present a list of equipment and vehicles for sale by Auction.

- 4. Consider, and act upon, the Mayor to sign an Agreement for Professional Airport Consulting Services with LBR, Inc. (Mel Priddy, Community Services Director)**

Executive Summary:

This agenda item involves airport consulting services for McAlester Regional Airport.

- 5. Update on the City of McAlester booth and exhibit at the Tulsa State Fair held October 1 – October 11, 2009. (Chris Fiedler, Councilman Ward One)**

Executive Summary:

This agenda item is an update on the City of McAlester booth and exhibit at the Tulsa State Fair.

- 6. Donation of bench from Webcoat Innovations. (Chris Fiedler, Councilman Ward One)**

Executive Summary:

This agenda item is regarding a donation of a bench from Webcoat Innovations.

- 7. Consider and act upon, approval the Amendment to the ACH Origination Agreement with First National Bank & Trust Company of McAlester. Said Agreement is for process ACH transmittals for payroll direct deposits. (Gayla Duke, Chief Financial Officer)**

Executive Summary:

This agenda item is authorizing the Mayor to sign the Amendment to ACH Origination Agreement.

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 September 22, 2009, Regular Meeting of the McAlester Airport Authority. (Cora Middleton, City Clerk)**
- **Confirm action taken on City Council Agenda Item H regarding the Claims for the period of September 23, 2009 through October 13, 2009. (Gayla Duke, Chief Financial Officer)**

- **Confirm action taken on City Council Agenda Item 2 regarding a Resolution amending established policy and authorizing the City Manager to waive fee(s), permit(s), license(s) or other related charges not to exceed in the amount of \$250 in a single transaction. (Kevin E. Priddle, Mayor)**
- **Confirm action taken on City Council Agenda Item 3 requesting the City Administration to compile a list of equipment and vehicles for sale by auction, including vehicles that were recently replaced in the Community Services and Police Departments, and to furnish said list to the City Council at its next regular meeting. (Sam Mason, Councilman Ward 6 & Vice Mayor Buddy Garvin)**
- **Confirm action on City Council Agenda Item 4 for the Mayor to sign an Agreement for Professional Airport Consulting Services with LBR, Inc. (Mel Priddy, Community Services Director)**
- **Confirm action on City Council Agenda Item 7 regarding approval the Amendment to the ACH Origination Agreement with First National Bank & Trust Company of McAlester. Said Agreement is for process ACH transmittals for payroll direct deposits. (Gayla Duke, Chief Financial Officer)**

ADJOURN MAU.

CONVENE AS MCALESTER PUBLIC WORKS AUTHORITY

Majority of a Quorum required for approval

- **Approval of the Minutes from the September 22, 2009, Regular Meeting of the McAlester Airport Authority. (Cora Middleton, City Clerk)**
- **Confirm action taken on City Council Agenda Item H regarding the Claims for the period of September 23, 2009 through October 13, 2009. (Gayla Duke, Chief Financial Officer)**
- **Confirm action taken on City Council Agenda Item 1 for approval of an Ordinance amending Ordinance No. 2327 which established the budget for fiscal year 2009-2010; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. Exhibits: A1, A2, A3, A4, A5 & A6. (Gayla Duke, Chief Financial Officer)**
- **Confirm action taken on City Council Agenda Item 2 regarding a Resolution amending established policy and authorizing the City Manager to waive fee(s), permit(s), license(s) or other related charges not to exceed in the amount of \$250 in a single transaction. (Kevin E. Priddle, Mayor)**
- **Confirm action taken on City Council Agenda Item 3 requesting the City Administration to compile a list of equipment and vehicles for sale by auction, including vehicles that were recently replace in the Community Services and Police Departments, and to furnish said list to the City Council at its next regular meeting. (Sam Mason, Councilman Ward 6)**

- **Confirm action on City Council Agenda Item 7 regarding approval the Amendment to the ACH Origination Agreement with First National Bank & Trust Company of McAlester. Said Agreement is for process ACH transmittals for payroll direct deposits. (Gayla Duke, Chief Financial Officer)**

ADJOURN MPWA.

RECONVENE COUNCIL MEETING.

EXECUTIVE SESSION

Recess into Executive Session in compliance with Section Title 25 Section 307 B.1, et.seq. Oklahoma Statutes, to wit:

- **Section 307 (B) (1) – Discuss the employment, hiring, appointment, promotion, demotion, disciplining, or resignation of any individual salaried public officer or employee: City Manager.**

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

ADJOURNMENT

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.

Cora M. Middleton, City Clerk

Council Chambers
Municipal Building
September 15, 2009

The McAlester City Council met in Special session on Tuesday, September 15, 2009, at 5:30 P.M. after proper notice and agenda was posted, September 11, 2009, at 4:32 P.M.

CALL TO ORDER

Mayor Priddle called the meeting to order.

ROLL CALL

Council Roll Call was as follows:

Present: Chris Fiedler, John Browne, Buddy Garvin, Sam Mason & Mayor Priddle
Absent: Donnie Condit & Haven Wilkinson
Presiding: Kevin E. Priddle, Mayor

Staff Present: Mark Roath, City Manager; William J. Ervin, Jr., City Attorney and Cora Middleton, City Clerk

Councilman Fiedler moved to recess the Special Meeting for an Executive Session to discuss the employment, hiring, appointment, promotion, demotion, disciplining, or resignation of any individual salaried public officer or employee: City Manager, in accordance with Title 25, Section 307.B.1. The motion was seconded by Councilman Mason. There was no discussion and the vote was taken as follows:

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

Mayor Priddle declared the motion carried and the Special Meeting was recessed at 5:32 P.M.

Councilman Condit arrived at 5:33 P.M. Councilman Wilkinson arrived at 5:41 P.M.

EXECUTIVE SESSION

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

1. **Section 307 (B) (1) – Discuss the employment, hiring, appointment, promotion, demotion, disciplining, or resignation of any individual salaried public officer or employee: City Manager.**

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

The Special Meeting was reconvened at 5:55 P.M. Mayor Priddle reported that the Council had recessed the Special Meeting for an Executive Session to discuss the employment, hiring,

appointment, promotion, demotion, disciplining, or resignation of any individual salaried public officer or employee: City Manager, in accordance with Title 25, Section 307.B.1. Only that matter was discussed, no action was taken and the Council returned to open session at 5:55 P.M., and this constituted the Minutes of the Executive Session.

SCHEDULED BUSINESS

1. Consider, and act upon, appointing an acting City Manager.

Councilman Wilkinson moved to appoint Peter Stasiak as acting City Manager. The motion was seconded by Councilman Fiedler.

Before the vote, Councilman Browne commented that he would like to thank Louis Smitherman for his interest in the position.

Mayor Priddle moved to amend the original motion to approve Mr. Stasiak's appointment as acting City Manager pending the application and receipt of bonding. The amendment was seconded by Councilman Wilkinson. There was no further discussion, and the vote was taken as follows:

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

Mayor Priddle declared the motion carried.

ADJOURNMENT

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

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

Mayor Priddle declared the motion carried and the meeting was adjourned at 5:58 P.M.

ATTEST:

Kevin E. Priddle, Mayor

Cora Middleton, City Clerk

The McAlester City Council met in regular session on Tuesday, September 22, 2009, at 6:00 P.M. after proper notice and agenda was posted, September 15, 2009, at 4:00 P.M.

CALL TO ORDER

Mayor Priddle called the meeting to order.

INVOCATION & PLEDGE OF ALLEGIANCE

- **Robert Tate, Pastor, First Indian Baptist Church**

ROLL CALL

Council Roll Call was as follows:

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

Absent: None

Presiding: Kevin E. Priddle, Mayor

Staff Present: Jim Lyles, Police Chief; John Modzelewski, Public Works Director/City Engineer; Pete Stasiak, Planning and Community Development Director; William J. Ervin, Jr., City Attorney and Cora Middleton, City Clerk

CITIZENS' COMMENTS ON NON-AGENDA ITEMS

Steve Harrison addressed the Council expressing his appreciation for the job that Mr. Roath had done during his employment, his approach to City government and his accomplishments during his tenure. He then thanked the City Council for hiring Mr. Roath and their quick action in appointing Peter Stasiak as Acting City Manager.

CONSENT AGENDA

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

- A. **Approval of the Minutes from the September 3, 2009, Special Meeting of the McAlester City Council.** (Cora Middleton, City Clerk)
- B. **Approval of the Minutes from the September 8, 2009, Regular Meeting of the McAlester City Council.** (Cora Middleton, City Clerk)
- C. **Approval of Claims ending June 30, 2009.** (Gayla Duke, City Financial Officer) In the following amounts: General Fund - \$4,794.24.

D. Approval of Claims for September 9, 2009 through September 22, 2009. (*Gayla Duke, City Financial Officer*) In the following amounts: General Fund - \$185,576.76; Parking Authority - \$84.57; Nutrition - \$806.32; SE Expo Ctr/Tourism Fund - \$11,382.08; E-911 - \$5,084.91; Economic Development - \$25,820.75 and Federal Forfeiture Fund - \$900.00.

Councilman Browne moved for approval of the Consent Agenda. The motion was seconded by Councilman Wilkinson. There was no discussion and the vote was taken as follows:

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

NAY: None

Mayor Priddle declared the motion carried.

Councilman Condit moved to open a Public Hearing to receive public input on an Ordinance amending the fiscal year 2009-2010 budget and an Ordinance to increase municipal court costs. The motion was seconded by Councilman Fiedler. There was no discussion and the vote was taken as follows:

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

NAY: None

Mayor Priddle declared the motion carried and the Public Hearing was opened at 6:09 P.M.

PUBLIC HEARING

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

- **An Ordinance amending Ordinance No. 2327 which established the budget for fiscal year 2009-2010; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency.**
- **An Ordinance authorizing the City to contract for collection services and to impose collection fees; amending Ordinance No. 2206 to increase municipal court costs, providing for filing claims with the Oklahoma Tax Commission and declaring an emergency.**

There were no comments on either item from the public or the Council and Councilman Fiedler moved to close the Public Hearing. The motion was seconded by Councilman Condit.

The vote was taken as follows:

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

NAY: None

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

SCHEDULED BUSINESS

- 1. Presentation related to the Oklahoma Dental Association Mission of Mercy.**
(Douglas Auld, Presenter)

Executive Summary

This agenda item involves the Oklahoma Dental Association Mission of Mercy scheduled to take place in McAlester.

Councilman Fiedler moved to open for discussion of the presentation by Dr. Auld. The motion was seconded by Councilman Browne.

Dr. Auld addressed the Council briefly describing the Mission of Mercy. He explained that the Expo Center was the only place in the area to host this event and that there would be approximately 200 dentists, 75 hygienists and 500 to 600 other volunteers coming into the community. He commented that they would see about 2000 patients free of charge. He asked for use of the entire Expo Center and for the Council to relieve some of the costs. Dr. Auld added that this would have a positive economic impact to the City. He then presented a short video from the Mission of Mercy in Arkansas.

After the video there was a brief discussion among the Council and Mr. Roath concerning the present Council not being able to bind a future Council, showing support for the event with a resolution that encouraged the 2011-2012 Council to budget for the event and directing the City Attorney to draft a resolution of support.

Mayor Priddle moved to direct the City Attorney to draft a resolution of support. The motion was seconded by Councilman Wilkinson. There was no further discussion, and the vote was taken as follows:

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

NAY: None

Mayor Priddle declared the motion carried.

- 2. Presentation of the Monthly Financial Report through August, 2009.** *(Gayla Duke, Chief Financial Officer)*

Executive Summary

This agenda item involves the Monthly Financial Report for the City.

Councilman Condit moved to open for discussion the monthly financial report through August, 2009. The motion was seconded by Councilman Fiedler.

Ms. Duke briefly reviewed the financial report for the Council explaining that these reports were different from what the Council had previously seen. She stated that she was working on developing a monthly treasurer's report which would hopefully make the information more understandable for the Council and give more detailed information.

There was no other discussion, and Mayor Priddle stated that this item did not require a vote.

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

Executive Summary

This agenda item involves amending the budget for fiscal year 2009/10.

ORDINANCE NO. 2333

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

Councilman Fiedler moved to approve **ORDINANCE NO. 2333**, seconded by Vice-Mayor Garvin.

Before the vote, Ms. Duke reviewed the three (3) exhibits to the Ordinance for the Council. She explained that exhibit one (1) was to increase the insurance line item for the Expo Center, exhibit two (2) was to show receipt of a Department of Justice grant for the Police Department and exhibit three (3) was to adjust an insurance reimbursement received to repair or replace A/C units that had not been expended in the 2009-2010 fiscal year.

There was a brief discussion about Ms. Duke furnishing a running total of all budget amendments to the Council. Ms. Duke commented that she could compile that information for the Council.

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

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

Mayor Priddle declared the motion carried.

Councilman Browne moved for approval of the EMERGENCY CLAUSE, seconded by Vice-Mayor Garvin. There was no discussion, and the vote was taken as follows:

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

Mayor Priddle declared the motion carried.

4. **Consider, and act upon, an Ordinance authorizing the City to contract for collection services and to impose collection fees; amending Ordinance No. 2206 to increase municipal court costs, providing for filing claims with the Oklahoma Tax Commission and declaring an emergency. (Gayla Duke, Chief Financial Officer)**

Executive Summary

This agenda item involves amending Ordinance No. 2206 to increase municipal court costs, etc.

O R D I N A N C E N O. 2334

AN ORDINANCE OF THE CITY OF McALESTER AUTHORIZING THE CITY TO CONTRACT FOR COLLECTION SERVICES AND TO IMPOSE COLLECTION FEES; AMENDING ORDINANCE NO. 2206 TO INCREASE MUNICIPAL COURT COSTS, PROVIDING FOR FILING CLAIMS WITH THE OKLAHOMA TAX COMMISSION AND DECLARING AN EMERGENCY.

Councilman Fiedler moved for approval of **ORDINANCE NO. 2334**, seconded by Councilman Condit.

Before the vote, Ms. Duke explained that the Municipal Court staff had been working on this prior to her arrival. She added that this would authorize the City to increase the court costs to \$30.00. It would allow the City to add a collection fee to unpaid fines that are submitted to a collection agency not to exceed 35%, and permit the municipal court to file claims with the Oklahoma Tax Commission to deduct the amount owed from any state income tax refund due to the delinquent violator.

There was a brief discussion among the Council, the City Attorney and Ms. Duke about the possibility of adding part of the warrant officers pay to the cost of the fines, setting a portion of the collected fines aside for future technology upgrades and if there was a way that the City could adjust fines and fees without bringing it before the Council.

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

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

NAY: None

Mayor Priddle declared the motion carried.

Councilman Wilkinson moved to approve the EMERGENCY CLAUSE, seconded by Councilman Fiedler.

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

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

NAY: None

Mayor Priddle declared the motion carried.

- 5. Consider, and act upon, Change Order No. 2 for the 14th Street and Village Boulevard Utility Extension Project with Bravo Construction Inc., of Wilburton, Oklahoma. (David Medley, Utilities Director)**

Executive Summary

This agenda item involves a change order for the above named utility extension (water and wastewater) project.

Councilman Condit moved to approve a Change Order No. 2 for the 14th Street and Village Boulevard Utility Extension Project with Bravo Construction Inc., of Wilburton, Oklahoma. The motion was seconded by Councilman Fiedler.

Before the vote, David Medley addressed the Council explaining the Change Order adjusted several items in the original contract. He stated that this would combine the 14th Street and Village Boulevard Utility Extension project with the Highway 69 Sewer Extension Project and save the City approximately \$400,000.00. He added that this Change Order had been reviewed by the City Attorney, all of the required utility easements had been acquired by the City, and funds were available in the Economic Development account for this project.

There was a short discussion among the Council concerning the pending contract with Mr. Miller, the number of taps given to the various individuals and the value of the taps.

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

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

NAY: None

Mayor Priddle declared the motion carried.

6. Consider, and act upon, the purchase of one (1) 2010 Ford F-350 Chassis Cab 4X4 truck. (Harold Stewart, Fire Chief)

Executive Summary

This agenda item involves the purchase of a truck chassis cab from Nix Ford Mercury in the amount of \$22,172.00.

Councilman Condit moved to approve the purchase of one (1) 2010 Ford F-350 Chassis Cab 4X4 truck. The motion was seconded by Councilman Fiedler.

Before the vote, Chief Stewart explained that the Fire Department had received a \$22,000.00 grant from the Department of Agriculture in 2008 to purchase a one (1) ton 4X4 cab and chassis to be used as a grass/brush truck. He stated that the Fire Department would be reimbursed after the invoice had been properly submitted. He added that during the bid process the Fire Department had mailed out six (6) packets and received three (3) back.

Steve Belcher addressed the Council expressing concerns about the purchase of the vehicle and why this purchase had been made.

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

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

Mayor Priddle declared the motion carried.

7. Consider, and act upon, request to purchase New and Unused One Ton Two Wheel Drive Crew Cab Pickup with Utility Bed. (Mel Priddy, Community Services Director)

Executive Summary

This agenda item involves the purchase of a pickup truck from Carter Chevrolet in the amount of \$25,632.00.

Councilman Condit moved to approve the purchase of a new and unused One (1) Ton Two (2) Wheel Drive Crew Cab Pickup with Utility Bed. The motion was seconded by Councilman Fiedler.

Before the vote, Mel Priddy explained that this pickup was to replace a 1995 Dodge ¾ ton pickup with 107,000 miles. He added that this vehicle was used by the Parks Department Gardner I employee and the bid came in under the \$29,000.00 amount that had been budgeted.

There was a brief discussion among the Council, Mr. Priddy and Manager Roath concerning what was done with the vehicles that were replaced, the use of the replaced Police Department vehicles and what had caused the difference in the amount of the bids.

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

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

Mayor Priddle declared the motion carried.

Mayor Priddle commented that he would like to change the order of business and move on to the Authorities then come back to the comments section of the meeting.

RECESS COUNCIL MEETING

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

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

Mayor Priddle declared the motion carried, and the Regular Meeting was recessed at 7:16 P.M.

RECONVENE COUNCIL MEETING

The Regular Meeting was reconvened at 7:18 P.M.

NEW BUSINESS

None

CITY MANAGER'S REPORT

Manager Roath thanked the Council and Mayor for their support during his tenure as City Manager. He expressed his appreciation to the employees and citizens. He thanked the City Attorneys for their support and aid. He then acknowledged Mr. Harrison for his comments and commented on the drawing of the new fire station.

Mayor Priddle presented Mr. Roath with a plaque and on behalf of the City Council and himself expressed appreciation for the work he had done and wished him good luck at his new employment.

REMARKS AND INQUIRIES BY CITY COUNCIL

Mayor Priddle stated that he had no comments at this time.

Councilman Fiedler thanked Mr. Roath and commented that it had been a privilege to work with him. He then reminded everyone that the Tulsa State Fair started Wednesday, September 30th.

Councilman Condit thanked Mr. Roath.

Councilman Browne commented that he had been contacted by citizens regarding the enforcement of the water service cut off procedures and that the public had not been informed that the Utility Office was enacting the Ordinance. He then thanked Manager Roath for his service.

Councilman Wilkinson thanked Manager Roath and commented that he had exceeded his expectations.

Councilman Garvin thanked Mr. Roath for his service. He then commented that the Old Town Festival had been the past weekend and had been very nice. He added that he was excited about the Tulsa State Fair project.

Councilman Mason wished Mr. Roath good luck and that he had appreciated all of the responses that he had given to his inquiries. He stated that he had previously requested copies of all consent orders and asked that all the Councilmen review agenda item number seven (7). He stressed that they needed to take a serious look at funding some the problems with the City's water quality.

ADJOURNMENT

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

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

NAY: None

Mayor Priddle declared the motion carried, and the meeting was adjourned at 7:35 P.M.

Kevin E. Priddle, Mayor

ATTEST:

Cora Middleton, City Clerk

**CLAIMS FROM SEPTEMBER 23, 2009
THRU
OCTOBER 13, 2009**

PACKET: 04602 SPECIAL PAYMENT 9/29/09

VENDOR SET: 01

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-1			MISC VENDOR				
I-200909291017	9/29/2009		CHRIS FIEDLER:BAYMONT INN & S	611.93			
		FNB	DUE: 9/29/2009 DISC: 9/29/2009		1099: N		
			CHRIS FIEDLER:BAYMONT INN & SU		01 5101356	EXPENSE FOR DON	611.93
			=== VENDOR TOTALS ===	611.93			
			=== PACKET TOTALS ===	611.93			

PACKET: 04602 SPECIAL PAYMENT 9/29/09

VENDOR SET: 01

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

** T O T A L S **

INVOICE TOTALS	611.93
DEBIT MEMO TOTALS	0.00
CREDIT MEMO TOTALS	0.00

BATCH TOTALS	611.93
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** G/L ACCOUNT TOTALS **

BANK	YEAR	ACCOUNT	NAME	AMOUNT	*****LINE ITEM*****		*****GROUP BUDGET*****	
					ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	2009-2010	01 -2090	ACCOUNTS PAYABLE POOLED	611.93-*				
		C1 -5101356	EXPENSE FOR DONATIONS	611.93	5,000	2,124.57		
		90 -1299	DUE FROM OTHER FUNDS	611.93 *				
			** 2009-2010 YEAR TOTALS	611.93				

0000 ERRORS 0000 WARNINGS

** END OF REPORT **

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 04621 CLAIMS FOR 10/13/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT

01-A00170	ADA PAPER CO.						
		I-239706	01	-5548203	REPAIRS & MAI PAPER PRODUCTS & CLEANING	047830	528.73
01-A00267	AIRGAS						
		I-106436646	01	-5431202	OPERATING SUP OXYGEN	047831	133.95
		I-106451740	01	-5431202	OPERATING SUP OXYGEN	047831	77.46
		I-106480669	01	-5431202	OPERATING SUP OXYGEN	047831	84.66
		I-106521557	01	-5431202	OPERATING SUP OXYGEN	047831	95.29
		I-106915614	01	-5431202	OPERATING SUP OXYGEN	047831	105.03
01-A00362	ALLEGIANCE COMMUNICATIO						
		I-10/25/09	01	-5320202	OPERATING EXP CABLE SERVICE: DET. DIV	047832	116.74
01-A00450	AM LEONARD INC.						
		I-C109105310	01	-5542204	SMALL TOOLS SHEARS & PRUNERS	047833	137.67
01-A00500	AMERICAN MUNICIPAL SERV						
		I-4584	01	-5213337	COLLECTION SE OUTSTANDING COLLECTIONS	047834	644.30
01-A00751	ATWOODS						
		C-CREDIT	01	-5862203	REPAIRS & MAI SMALL PARTS	047835	70.00-
		C-CREDIT	01	-5862203	REPAIRS & MAI SMALL PARTS	047835	5.00-
		I-3223303.	01	-5862203	REPAIRS & MAI SMALL PARTS	047835	37.99
		I-3322943	01	-5862203	REPAIRS & MAI SMALL PARTS	047835	47.96
		I-3335242	01	-5862203	REPAIRS & MAI SMALL PARTS	047835	4.94
		I-3335496	01	-5862203	REPAIRS & MAI SMALL PARTS	047835	130.52
		I-3335614	01	-5862203	REPAIRS & MAI SMALL PARTS	047835	24.99
		I-3339561	01	-5862203	REPAIRS & MAI SMALL PARTS	047835	57.72
		I-3356391	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITMEM	047835	55.48
		I-3356549	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITMEM	047835	141.93
		I-3359391	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITMEM	047835	112.96
		I-3361179	01	-5862203	REPAIRS & MAI SMALL PARTS	047835	31.44
		I-3363053	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITMEM	047835	99.80
01-A00770	AUTO PARTS CO						
		I-848201	01	-5862203	REPAIRS & MAI SMALL AUTO PARTS	047837	170.20
		I-848215	01	-5862203	REPAIRS & MAI SMALL AUTO PARTS	047837	57.06
		I-848220	01	-5862203	REPAIRS & MAI SMALL AUTO PARTS	047837	112.29
		I-848264	01	-5862203	REPAIRS & MAI SMALL AUTO PARTS	047837	174.95
		I-848297	01	-5862203	REPAIRS & MAI SMALL AUTO PARTS	047837	261.99
		I-848310	01	-5862203	REPAIRS & MAI SMALL AUTO PARTS	047837	44.00
		I-848351	01	-5862203	REPAIRS & MAI SMALL AUTO PARTS	047837	162.90
		I-848357	01	-5862203	REPAIRS & MAI SMALL AUTO PARTS	047837	39.06
		I-848398	01	-5862203	REPAIRS & MAI SMALL AUTO PARTS	047837	146.20
		I-848400	01	-5862203	REPAIRS & MAI SMALL AUTO PARTS	047838	234.17
		I-848409	01	-5862203	REPAIRS & MAI SMALL AUTO PARTS	047838	5.79
		I-848441	01	-5862203	REPAIRS & MAI SMALL AUTO PARTS	047838	3.35
		I-848447	01	-5862203	REPAIRS & MAI SMALL AUTO PARTS	047838	30.96
		I-848472	01	-5862203	REPAIRS & MAI SMALL AUTO PARTS	047838	178.34

PACKET: 04621 CLAIMS FOR 10/13/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT

01-A00770	AUTO PARTS CO		continued			
		I-848520	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	047838	15.74
		I-848549	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	047838	152.10
		I-848621	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	047838	32.55
		I-848669	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	047838	5.00
		I-848787	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	047838	172.84
		I-848792	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	047839	152.33
		I-848820	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	047839	19.92
		I-848848	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	047839	16.57
		I-848917	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	047839	149.23
		I-848922	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	047839	38.98
		I-848977	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	047839	28.73
01-B00150	BEALES GOODYEAR TIRES					
		I-MC-167074	01 -5862203	REPAIRS & MAI TIRES FOR SB-6	047843	252.56
01-B00180	BEMAC SUPPLY					
		C-S1462156.001	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047844	5.42-
		I-S1120360.001	01 -5548203	REPAIRS & MAI MAINT SUPPLIES FOR REPAIR	047844	171.69
		I-S1478076.001	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047844	288.84
		I-S1478362.001	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047844	10.92
		I-S1481108.001	01 -5548203	REPAIRS & MAI MAINT SUPPLIES FOR REPAIR	047845	59.20
		I-S1481121.001	01 -5548203	REPAIRS & MAI MAINT SUPPLIES FOR REPAIR	047845	8.89
		I-S1481226.001	01 -5548203	REPAIRS & MAI MAINT SUPPLIES FOR REPAIR	047845	21.37
		I-S1481326.001	01 -5548203	REPAIRS & MAI MAINT SUPPLIES FOR REPAIR	047845	48.75
01-B00490	BRIGGS PRINTING					
		I-55544	01 -5652317	ADVERTISING & ENVELOPES	047847	108.00
01-C00046	C D W GOVERNMENT, INC					
		I-QDR7341	01 -5225401	COMPUTER TECH ACER A0751H NETBOOKS	047849	701.12
01-C00340	CERTIFIED LABORATORIES					
		I-538555	01 -5862203	REPAIRS & MAI 5 GAL GEAR UP	047852	419.80
		I-538555	01 -5862203	REPAIRS & MAI 2 CASES MILE HI PINTS	047852	336.20
01-CC0430	CHIEF FIRE & SAFETY CO.					
		I-159178	01 -5431203	REPAIRS & MAI REPAIR SCBA & MASK	047853	623.00
01-C00601	COLOR COURT SURFACING S					
		I-8024	01 -5542401	CAPITAL OUTLA PAINT & SUPPLIES	047855	964.00
01-C00656	CONSOLIDATED FLEET SERV					
		I-0085	01 -5431203	REPAIRS & MAI ANNUAL INSPECTION	047856	1,172.75
01-C00667	CONTRACTORS SUPPLY CO					
		I-0923854	01 -5865218	STREET REPAIR CONCRETE SAW, BLADE	047857	2,415.30
		I-0925639	01 -5865218	STREET REPAIR SCREED KEY JOINT	047857	282.66

PACKET: 04621 CLAIMS FOR 10/13/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT

01-C00823	COUNTRY MART					
		I-10-2-09	01 -5653215	AWARDS PROGRA PLATES, CUPS, SILVERWARE	047859	26.44
		I-9-15-09	01 -5653215	AWARDS PROGRA PLATES, CUPS, SILVERWARE	047859	92.38
01-C00840	CRAWFORD & ASSOCIATES					
		I-4515	01 -5211308	CONTRACTED SE FINANCIAL STATEMENTS	047860	3,326.47
01-D00130	DATA FLOW					
		I-53354	01 -5211202	OPERATING SUP END OF YEAR FORMS	047862	313.24
01-D00146	DAVID'S EXHAUST & AUTO					
		I-345	01 -5862203	REPAIRS & MAI FLANG FOR UNIT 16	047863	85.00
01-D00432	DIAMOND TROPHY					
		I-751087	01 -5653215	AWARDS PROGRA SERVICE AWARD RECOGNITION	047872	655.15
01-D00540	DOLESE BROTHERS					
		I-8-01396-09	01 -5865218	STREET REPAIR CONCRETE FOR STREET REPAI	047873	930.00
		I-8-01407-09	01 -5865218	STREET REPAIR CONCRETE FOR STREET REPAI	047873	511.50
		I-8-01413-09	01 -5865218	STREET REPAIR CONCRETE FOR STREET REPAI	047873	418.50
		I-8-01421-09	01 -5865218	STREET REPAIR CONCRETE FOR STREET REPAI	047873	164.83
01-D00636	DOROTHY CRONE					
		I-09-26350	01 -5215323	DAMAGES REIMB DAMAGES	047874	80.00
01-D00650	DOUBLETREE HOTEL					
		I-42334	01 -5321324	SWAT LESS LETHAL COURSE INSTRU	047875	440.00
01-E00213	EMSAR OF NO. TEXAS					
		I-26013	01 -5431203	REPAIRS & MAI REPAIR TO COT	047879	857.73
01-E00266	ERVIN & ERVIN ATTORNEYS					
		I-OCT 09	01 -5214302	CONSULTANTS RETAINER FEE	047881	2,500.00
01-F00015	FLEETCOR TECHNOLOGIES					
		I-NP20943203	01 -5862205	PETROLEUM PRO FUEL FOR GEN AUG 09	047882	17,642.90
01-F00037	FASTENAL					
		I-OKMCA82756	01 -5865218	STREET REPAIR DRILL BITS FOR HILTI SAW	047883	106.19
01-F00120	FIRE MARSHAL'S ASSOC OF					
		I-09-26009	01 -5431331	EMPLOYEE TRAV ANN CONF REG FEES	047884	250.00
01-F00170	FIRST NATIONAL BANK					
		I-#133 - OCT 09	01 -5215510	LEASE PAYMENT LEASE #133	047886	5,185.00
		I-LEASE 121 - OCT 09	01 -5865510	CAPITAL LEASE LEASE 121 ROAD GRADER	047887	3,053.72
01-F00310	FRONTIER INTNL. TRUCKS					
		I-776297	01 -5862203	REPAIRS & MAI COOLER - S-27 DUMP TRUCK	047888	519.93

PACKET: 04621 CLAIMS FOR 10/13/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-FC0310	FRONTIER INTNL. TRUCKS		continued			
		I-776659	01 -5862203	REPAIRS & MAI ENDS, SWITCH FOR S-22	047888	999.49
01-G00010	G & C RENTAL CENTER, IN					
		I-1493	01 -5865218	STREET REPAIR RENT TRACKHOE FOR ST DEPT	047889	1,900.00
01-G00091	GFOAO TREASURER					
		I-09-26340	01 -5211331	EMPLOYEE TRAV MEMBERSHIP DUES - DUKE	047890	25.00
		I-09-26340	01 -5211331	EMPLOYEE TRAV MEMBERSHIP DUES - ALESSI	047890	25.00
		I-M1008	01 -5211331	EMPLOYEE TRAV TRAINING	047890	25.00
01-G00134	GAYLA DUKE					
		I-137213	01 -5211331	EMPLOYEE TRAV MOVING EXPENSE	047891	150.00
		I-845479	01 -5211331	EMPLOYEE TRAV MOVING EXPENSE	047891	43.42
01-G00260	GEORGE HALIBURTON					
		I-430916	01 -5652318	ABATEMENTS CONTRACT MOWING	047892	946.24
		I-430916	01 -5652318	ABATEMENTS CONTRACT MOWING	047892	900.00
01-G00375	GRAINGER, INC.					
		I-9080822415	01 -5862203	REPAIRS & MAI RUBBER GLOVES	047894	169.10
01-G00490	GRISSOM IMPLEMENT INC					
		I-106466	01 -5544203	REPAIRS & MAI SPRINGS FOR MOWER AT SBC	047896	87.00
		I-109715	01 -5862203	REPAIRS & MAI FUEL TANK FOR PK-28	047896	441.79
		I-109716	01 -5862203	REPAIRS & MAI LINKS FOR 2 TRACTORS	047896	492.40
		I-112488	01 -5547203	REPAIRS & MAI NEW HEADS FOR WEEDEATERS	047896	196.74
		I-17923	01 -5862203	REPAIRS & MAI PARTS FOR PK-16	047896	528.46
01-H00053	HANSON HEIDELBERG CEMEN					
		I-10289338	01 -5865218	STREET REPAIR PIPE FOR "A" ST RAILROAD	047898	1,441.13
01-H00132	HENRY MOSS TRUCKING					
		I-3504	01 -5652319	DEMOLITION DEMO OF 719 W ADAMS	047901	1,149.00
01-H00246	HOWARD ZUMMER					
		I-01	01 -5431401	CAPITAL OUTLA DROP CEILING -LIVING AREA	047902	5,300.00
01-H00290	HUMPHREY PLUMBING, INC.					
		I-8726	01 -5544203	REPAIRS & MAI REPAIR WATER LEAK @ SBC	047903	97.50
		I-8771	01 -5542203	REPAIRS & MAI PLUMBING REPAIRS	047903	434.85
		I-8792	01 -5542316	REPAIRS & MAI REPAIR WATER FOUNTAIN	047903	109.84
01-I00061	IKON OFFICE SOLUTIONS,					
		I-5012432842	01 -5321308	CONTRACTED SE BASE CHARGE METER READ	047904	12.68
		I-5012432842	01 -5321308	CONTRACTED SE BASE CHARGE METER READ	047904	60.54
01-I00110	IMPRESS OFFICE SUPPLY					
		I-028690	01 -5652202	OPERATING SUP OFFICE SUPPLIES	047905	10.99

PACKET: 04621 CLAIMS FOR 10/13/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-IG0110	IMPRESS OFFICE SUPPLY		continued			
		I-028725	01 -5652202	OPERATING SUP OFFICE SUPPLIES	047905	5.69
		I-028763	01 -5652202	OPERATING SUP OFFICE SUPPLIES	047905	2.20
		I-028787	01 -5431202	OPERATING SUP OFFICE SUPPLIES	047905	4.89
		I-028820	01 -5652202	OPERATING SUP OFFICE SUPPLIES	047905	47.02
		I-028917	01 -5321202	OPERATING SUP MISC SUPPLIES	047905	23.04
		I-028969	01 -5431202	OPERATING SUP OFFICE SUPPLIES	047905	123.10
		I-029038	01 -5652202	OPERATING SUP OFFICE SUPPLIES	047905	38.77
		I-029057	01 -5211202	OPERATING SUP OFFICE SUPPLIES	047905	6.29
		I-029060	01 -5542202	OPERATING SUP CARTRIDGE FOR COPIER	047906	24.59
		I-029062	01 -5652202	OPERATING SUP OFFICE SUPPLIES	047906	77.48
		I-029068	01 -5542202	OPERATING SUP OFFICE SUPPLIES	047906	400.00
		I-029087	01 -5210202	OPERATING SUP NAME PLATE FOR CHAMBERS	047906	8.00
		I-029115	01 -5211202	OPERATING SUP OFFICE SUPPLIES	047906	6.78
		I-029120	01 -5212202	OPERATING SUP MISC OFFICE SUPPLIES	047906	17.96
		I-029130	01 -5653202	OPERATING SUP EMPL DISCIPLINARY REPORTS	047906	139.40
		I-029141	01 -5321202	OPERATING SUP MISC SUPPLIES	047906	11.49
		I-029165	01 -5653202	OPERATING SUP EMPL DISCIPLINARY REPORTS	047906	33.98
		I-0298810	01 -5652202	OPERATING SUP OFFICE SUPPLIES	047906	10.56
01-IG0120	INCODE					
		I-81,999	01 -5225349	INCODE SOFTWA MONTHLY NETWORK SUPPORT	047907	200.00
01-IG0140	INDIAN NATION WHOLESALE					
		I-4983678	01 -5544202	OPERATING SUP CONCESSION SUPPLIES	047908	931.36
01-JQ0227	JERRY BIDWELL					
		I-09-26351	01 -5215323	DAMAGES REIMB FOR WRECKER	047912	65.00
01-JQ0338	JOB CONSTRUCTION CO INC					
		I-026182	01 -5865218	STREET REPAIR ASPHALT FOR STREETS	047913	1,897.38
		I-026183	01 -5865218	STREET REPAIR ASPHALT FOR STREETS	047913	351.53
		I-026184	01 -5865218	STREET REPAIR ASPHALT FOR STREETS	047913	162.33
		I-026185	01 -5865218	STREET REPAIR ASPHALT FOR STREETS	047913	334.86
		I-026186	01 -5865218	STREET REPAIR ASPHALT FOR STREETS	047913	274.13
		I-026187	01 -5865218	STREET REPAIR ASPHALT FOR STREETS	047913	163.94
		I-026188	01 -5865218	STREET REPAIR ASPHALT FOR STREETS	047913	282.73
		I-026189	01 -5865218	STREET REPAIR ASPHALT FOR STREETS	047913	277.35
		I-026262	01 -5865218	STREET REPAIR ASPHALT FOR STREETS	047913	1,141.51
		I-026264	01 -5865218	STREET REPAIR ASPHALT FOR STREETS	047913	324.94
		I-026265	01 -5865218	STREET REPAIR ASPHALT FOR STREETS	047913	327.58
		I-026266	01 -5865218	STREET REPAIR ASPHALT FOR STREETS	047913	336.02
		I-026267	01 -5865218	STREET REPAIR ASPHALT FOR STREETS	047913	170.91
		I-026268	01 -5865218	STREET REPAIR ASPHALT FOR STREETS	047913	493.74
		I-026269	01 -5865218	STREET REPAIR ASPHALT FOR STREETS	047914	808.66
		I-026270	01 -5865218	STREET REPAIR ASPHALT FOR STREETS	047914	543.33
		I-026271	01 -5865218	STREET REPAIR ASPHALT FOR STREETS	047914	374.00
		I-026272	01 -5865218	STREET REPAIR ASPHALT FOR STREETS	047914	314.39
		I-026273	01 -5865218	STREET REPAIR ASPHALT FOR STREETS	047914	173.55

PACKET: 04621 CLAIMS FOR 10/13/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-J00338	JOB CONSTRUCTION CO INC		continued			
		I-026274	01 -5865218	STREET REPAIR ASPHALT FOR STREETS	047914	166.16
		I-026275	01 -5865218	STREET REPAIR ASPHALT FOR STREETS	047914	277.47
		I-026276	01 -5865218	STREET REPAIR ASPHALT FOR STREETS	047914	274.83
		I-026277	01 -5865218	STREET REPAIR ASPHALT FOR STREETS	047914	173.55
		I-026278	01 -5865218	STREET REPAIR ASPHALT FOR STREETS	047914	337.07
01-J00435	JORDAN CARRIS AGENCY					
		I-3780	01 -5215106	WORKMAN'S COM FINAL AJDIT 2 YR POLICY	047915	1,475.00
01-J00443	JOAN HOFFMAN					
		I-09-26348	01 -5215323	DAMAGES REIMB - BACKFLOW PREVENTO	047917	440.29
01-K00171	KEVIN PRIDDLE					
		I-751163	01 -5101319	MISCELLANEOUS REIMB - PLAQUE FOR MARK R	047919	48.99
01-K00249	KIM BRINLEE					
		I-09-26476	01 -5544308	CONTRACT LABO UMPIRE FEES - 4 GAMES	047921	80.00
01-L00035	L. MORGAN TRUCKING LLC					
		I-845711	01 -5865218	STREET REPAIR FREIGHT - 1000 TON GRAVEL	047922	4,684.11
01-L00276	LEONARD DUNN					
		I-09-26349	01 -5215323	DAMAGES REIMB - PLUMBING EXPENSE	047924	77.50
01-L00325	LIBERTY FLAGS INC					
		I-50948	01 -5542202	OPERATING SUP FLAGS - CITY PARKS/FACILI	047925	717.64
01-L00327	LIBERTY OFFICE SUPPLIES					
		I-132201	01 -5212202	OPERATING SUP MISC OFFICE SUPPLIES	047926	107.34
01-L00380	LOCKE SUPPLY CO.					
		I-11040313-00	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047927	143.56
		I-11254112-00	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047927	32.04
01-L00428	LOWE'S CREDIT SERVICES					
		C-CM 11050	01 -5431401	CAPITAL OUTLA SUPPLIES - FD DORM REMODE	047928	14.39-
		I-01084	01 -5865218	STREET REPAIR SMALL TOOLS	047928	466.77
		I-01160	01 -5431401	CAPITAL OUTLA SUPPLIES - FD DORM REMODE	047928	159.61
		I-01302	01 -5865218	STREET REPAIR FORMING MATERIALS	047928	123.04
		I-01307	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	047928	37.33
		I-01339	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	047928	387.32
		I-01438	01 -5865218	STREET REPAIR SMALL TOOLS	047928	37.06
		I-01600	01 -5431401	CAPITAL OUTLA SUPPLIES - FD DORM REMODE	047928	335.12
		I-01955	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047928	33.00
		I-02459	01 -5431401	CAPITAL OUTLA SUPPLIES - FD DORM REMODE	047928	1,221.76
		I-02480	01 -5865218	STREET REPAIR SMALL TOOLS	047928	48.42
		I-02538	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	047928	142.13
		I-02676	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	047929	76.71

PACKET: 04621 CLAIMS FOR 10/13/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-L00428	LOWE'S CREDIT SERVICES		continued			
		I-02701	01 -5865218	STREET REPAIR FORMING MATERIALS	047929	128.98
		I-09619	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047929	48.60
		I-09626	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	047929	106.27
		I-09628	01 -5431401	CAPITAL OUTLA SUPPLIES - FD DORM REMODE	047929	159.90
		I-09976	01 -5865218	STREET REPAIR SMALL TOOLS	047929	36.88
		I-11050	01 -5431401	CAPITAL OUTLA SUPPLIES - FD DORM REMODE	047930	174.29
		I-11165	01 -5431203	REPAIRS & MAI REPAIR & MAINT SUPPLIES	047930	80.67
		I-13423	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047930	33.28
		I-14464	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047930	110.81
		I-80178	01 -5431401	CAPITAL OUTLA SUPPLIES FOR FD DORM	047930	850.16
		I-80285	01 -5431401	CAPITAL OUTLA SUPPLIES FOR DORM REMODEL	047930	1,351.60
		I-80341	01 -5431401	CAPITAL OUTLA SUPPLIES FOR DORM REMODEL	047930	279.40
		I-81962	01 -5431401	CAPITAL OUTLA SUPPLIES - FD DORM REMODE	047930	322.00
01-M00089	MARK EMMONS PHOTOGRAPHY					
		I-09-26401	01 -5210202	OPERATING SUP FRAME CHANGE FOR CM PHOTO	047933	25.00
01-M00095	MOY TIRE					
		I-09-26286	01 -5322202	OPERATING SUP INSTALL TWO LIGHT BARS	047934	300.00
		I-42095	01 -5862203	REPAIRS & MAI AUTO PARTS - POLICE CARS	047934	170.00
		I-9-28-09	01 -5862203	REPAIRS & MAI AUTO PARTS - POLICE CARS	047934	54.79
		I-9-28-09A	01 -5862203	REPAIRS & MAI AUTO PARTS - POLICE CARS	047934	750.00
01-M00200	MAXWELL SUPPLY					
		I-800113	01 -5865218	STREET REPAIR ROLLS GEOTEXTILE MAT	047935	1,380.00
		I-800113	01 -5865218	STREET REPAIR ROLLS GEOGRID AST & RAIL	047935	3,312.03
01-M00570	MOORE MEDICAL CORP.					
		I-81098086	01 -5431202	OPERATING SUP MEDICAL SUPPLIES	047938	584.16
		I-95836122	01 -5431202	OPERATING SUP MEDICAL SUPPLIES	047938	343.20
		I-95877909	01 -5431202	OPERATING SUP MEDICAL SUPPLIES	047938	413.94
		I-95895890	01 -5431202	OPERATING SUP MEDICAL SUPPLIES	047938	193.38
01-M00212	MCCULLAR'S BODY SHOP					
		I-8002532	01 -5215323	DAMAGES REPAIR VEHICLE; UNIT 27	047939	1,686.86
01-M00226	MC DONALDS RESTURANT					
		I-#69	01 -5321202	OPERATING SUP PRISONER MEALS	047940	14.94
		I-#93	01 -5321202	OPERATING SUP PRISONER MEALS	047940	14.36
01-N00102	NAT'L TACTICAL OFF.ASSO					
		I-12102	01 -5321324	SWAT LESS LETHAL INSTRUCTOR	047941	1,000.00
01-N00250	MCALESTER NEWS CAPITAL					
		I-01569473	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	047942	12.00
		I-01569474	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	047942	13.80
		I-01569754	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	047942	14.25
		I-01569755	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	047942	12.60

PACKET: 04621 CLAIMS FOR 10/13/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-N00250	MCALISTER NEWS CAPITAL			continued		
		I-17	01 -5652330	DUES & SUBSCR 1 YEAR SUBSCRIPTION	047942	102.00
01-N00270	NIX CHEVROLET					
		I-114100	01 -5862203	REPAIRS & MAI SENSOR, BOLT, GASKET VAN2	047943	404.00
01-N00343	NORTHERN SAFETY CO INC					
		I-P250782901016	01 -5865202	OPERATING SUP SAFETY GLASSES FOR ST DEP	047944	70.64
		I-P250782901024	01 -5865202	OPERATING SUP SAFETY GLASSES FOR ST DEP	047944	62.43
		I-P250782901032	01 -5865202	OPERATING SUP SAFETY GLASSES FOR ST DEP	047944	99.30
01-000075	O'REILLY AUTO PARTS					
		C-0230-171730	01 -5431203	REPAIRS & MAI AUTO PARTS	047946	63.50-
		I-0230-168723	01 -5431203	REPAIRS & MAI AUTO PARTS	047946	4.99
		I-0230-171728	01 -5431203	REPAIRS & MAI AUTO PARTS	047946	127.00
		I-0230-179643	01 -5431203	REPAIRS & MAI AUTO PARTS	047946	11.57
		I-0230-180605	01 -5431203	REPAIRS & MAI AUTO PARTS	047947	43.31
		I-0230-185761	01 -5431203	REPAIRS & MAI AUTO PARTS	047947	22.49
01-000422	OTC - CENTRAL PROCESSIN					
		I-09-26493	01 -5215106	WORKMAN'S COM WORKERS COMP TAXES-3 QTR	047951	2,866.44
01-000536	OKPELRA					
		I-09-26390	01 -5210331	EMPLOYEE TRAV CONFERENCE - 09 OKPELRA	047952	125.00
01-000585	ONE LINK WIRELESS					
		I-55964	01 -5225401	COMPUTER TECH 900 MHZ AP MODULES	047953	9,630.00
		I-55964	01 -5225401	COMPUTER TECH 900 MHZ SUBSCRIBER MODULE	047953	6,350.00
		I-55964	01 -5225401	COMPUTER TECH CMM MICRO	047953	1,210.00
		I-55964	01 -5225401	COMPUTER TECH SURGE PROTECTOR	047953	448.00
		I-55964	01 -5225401	COMPUTER TECH POWER SUPPLIES	047953	120.00
		I-55964	01 -5225401	COMPUTER TECH GPS ANTENNA/WITH COAX	047953	95.00
		I-55964	01 -5225401	COMPUTER TECH OUTDOOR CAT5 CABLE	047953	360.00
		I-55964	01 -5225401	COMPUTER TECH SHIPPING	047953	100.00
01-000592	ORTIVUS					
		I-29614	01 -5431202	OPERATING SUP MONTHLY SERVICE FEE	047954	285.00
01-000599	OSU-COLLEGE OF BUSINESS					
		I-9/22/09	01 -5212331	EMPLOYEE TRAV OMCT & FO ANNUAL CONF	047955	190.00
		I-9/29/09	01 -5211331	EMPLOYEE TRAV ANNUAL CONFERRNCE	047955	190.00
01-000610	OTA PIKEPASS CENTER					
		I-09-26331	01 -5652331	EMPLOYEE TRAV PIKEPASS REPLINISHMENT	047956	40.00
01-P00021	RJ'S EMBROIDERY					
		I-247	01 -5544202	OPERATING SUP PRIZES FOR SKATEFEST	047957	200.00
01-P00250	PETTY CASH					

PACKET: 04621 CLAIMS FOR 10/13/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00250	PETTY CASH					
				continued		
		I-09-26449	01 -5213202	OPERATING SUP LOWES - PAINT	047959	13.06
		I-09-26449	01 -5213331	EMPLOYEE TRAV OMCCA ORIENTATION	047959	88.55
		I-09-26449	01 -5225331	EMPLOYEE TRAV PARKING OML	047959	8.00
		I-09-26449	01 -5321331	EMPLOYEE TRAV MEALS - TRAVEL - TRAINING	047959	174.73
		I-09-26449	01 -5431202	OPERATING SUP SHIPPING - UPS	047959	10.52
		I-09-26449	01 -5431331	EMPLOYEE TRAV CONF - HULBERT OK	047959	61.11
		I-09-26449	01 -5431331	EMPLOYEE TRAV FMAO CONF - WAGNER	047959	88.57
		I-09-26449	01 -5652331	EMPLOYEE TRAV HEC ELEC CODE UPDATE	047959	45.21
		I-09-26449	01 -5652331	EMPLOYEE TRAV TRAVEL-KECDO FOR CDBG	047959	37.95
		I-09-26449	01 -5862203	REPAIRS & MAI MEALS - PICK UP TRASH TRU	047959	21.69
		I-09-26450	01 -5211331	EMPLOYEE TRAV PARKING - OML CONF	047959	136.45
		I-09-26450	01 -5321202	OPERATING SUP HWY SAFETY GRANT	047959	13.05
		I-09-26450	01 -5321331	EMPLOYEE TRAV MEALS - NTOA CONF TULSA	047959	105.82
		I-09-26450	01 -5431331	EMPLOYEE TRAV MEALS - HAZMAT	047959	380.41
		I-09-26450	01 -5542331	EMPLOYEE TRAV MEALS - OKUMA CONF	047959	139.08
		I-09-26450	01 -5652330	DUES & SUBSCR CONST DUES - GILBERTSON	047959	36.54
		I-09-26450	01 -5652331	EMPLOYEE TRAV MEALS - CEU TRAINING	047959	45.21
		I-09-26450	01 -5652331	EMPLOYEE TRAV MEALS - PLUMBING SEMINAR	047959	45.21
01-R00050	RADIO SHACK					
		I-282755	01 -5544202	OPERATING SUP REPLACEMENT MISC	047963	147.96
01-R00090	RAM INC					
		I-13440	01 -5862205	PETROLEUM PRO NO LEAD FOR SHOOP	047964	4,662.47
		I-13440	01 -5862205	PETROLEUM PRO DIESEL FOR SHOP	047964	4,680.15
		I-13444	01 -5862205	PETROLEUM PRO DIESEL FOR CEM	047964	1,498.00
01-R00388	RISK MANAGEMENT DIVISIO					
		I-5520100744	01 -5431330	DUES & SUBSCR AUTO LIAB COVERAGE RENEWA	047966	426.00
01-S00190	SECURITY SYS. & ENG. IN					
		I-25514	01 -5863203	REPAIR & MAIN HARDWARE & SUPPLIES	047967	71.00
01-S00350	SIGNS BY JADE					
		I-09-26128	01 -5544203	REPAIRS & MAI NEW SIGNAGE @ SBC FIELDS	047969	375.00
		I-09-26424	01 -5321202	OPERATING SUP REPLACE #'S - OFFICER	047969	35.00
		I-10/5/09	01 -5431329	PROMOTIONAL BANNER-SMOKE DETECTOR PRO	047969	125.00
01-S00510	SOUTHERN SUPPLY & EQUIP					
		I-48994	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047971	20.04
		I-49082	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047971	36.00
		I-49223	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047971	15.49
		I-49810	01 -5547203	REPAIRS & MAI MISC MOWING SUPPLIES	047971	117.52
01-S00530	SOUTHWEST CHEMICAL SERV					
		I-87000	01 -5544202	OPERATING SUP MARBLE DUST TO MARK FIELD	047972	320.00
01-S00540	SOUTHWEST CONST CODES C					

PACKET: 04621 CLAIMS FOR 10/13/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT

01-S00540	SOUTHWEST CONST CODES C	continued				
		I-9091	01 -5652331	EMPLOYEE TRAV REG. CONFERENCE - LALLI	047973	45.00
		I-9091	01 -5652331	EMPLOYEE TRAV REG. CONF - GILBERTSON	047973	45.00
01-S00726	STAPLES BUSINESS ADVANT					
		I-3124582600	01 -5212202	OPERATING SUP MISC OFFICE SUPPLIES	047974	131.99
		I-3124786912	01 -5652202	OPERATING SUP CALENDARS -REFILLS & DESK	047974	98.89
		I-32864	01 -5321202	OPERATING SUP MISC SUPPLIES	047974	90.08
		I-38181	01 -5652202	OPERATING SUP PLAIN ENVELOPES & MISC	047974	56.12
		I-38595	01 -5211202	OPERATING SUP OFFICE SUPPLIES	047974	121.96
		I-8013354147	01 -5225401	COMPUTER TECH COMPUTER PARTS	047974	409.97
		I-8013354147	01 -5225401	COMPUTER TECH COMPUTER PARTS	047974	27.65
		I-8013473322	01 -5210202	OPERATING SUP OFFICE SUPPLIES	047974	74.35
01-S00791	STEIDLEY & NEAL, P.L.L.					
		I-11159	01 -5214302	CONSULTANTS LEGAL FEES CITY VS RAMSEY	047976	560.00
01-S00938	SUMMIT SUPPLY					
		I-63091	01 -5542401	CAPITAL OUTLA AQUAMATE SPRINKLER	047977	2,400.00
01-T00010	T. H. ROGERS LUMBER CO.					
		C-402345	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047978	29.00-
		C-PO 08-22596	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047978	291.61-
		I-402306	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047978	29.00
		I-402873	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047978	73.69
		I-403083	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047978	120.95
		I-403216	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047978	120.95
01-T00058	BIZTEL COMMUNICATIONS					
		I-3669	01 -5215315	TELEPHONE UTI RE-PROGRAM PHONES	047979	85.00
01-T00370	TIPPIT INSURANCE					
		I-29185	01 -5215312	EQUIPMENT REN ADD FOR 09 FORD RANGER	047980	619.00
01-T00499	TRACTOR SUPPLY COMPANY					
		I-3015241622	01 -5542202	OPERATING SUP LAWN SWEEP FOR PARKS DEPT	047981	249.99
01-T00537	TRAVIS, WOLFF & CO, LLP					
		I-9903432	01 -5215302	CONSULTANTS PLAN ADMIN CHARGE 3RD QTR	047982	875.00
01-T00630	TWIN CITIES READY MIX					
		I-34679	01 -5865218	STREET REPAIR CONCRETE FOR STREET CUTS	047985	1,224.00
		I-34708	01 -5865218	STREET REPAIR CONCRETE FOR STREET CUTS	047985	925.00
		I-35613	01 -5865218	STREET REPAIR CONCRETE FOR STREET CUTS	047985	324.00
01-U00127	UNITED ENGINES					
		C-P225219Y	01 -5862203	REPAIRS & MAI PARTS FOR SWEEPER,	047988	185.00-
		I-P224955Y	01 -5862203	REPAIRS & MAI PARTS FOR SWEEPER,	047988	4,001.95

PACKET: 04621 CLAIMS FOR 10/13/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-J00130	UNITED SAFETY & CLAIMS					
		I-09-26391	01 -5215106	WORKMAN'S COM WORKER COMP MED BILLS	047990	25,059.35
		I-09-26471	01 -5215106	WORKMAN'S COM WORKERS COMP SETTLEMENT	047991	14,492.49
		I-INV 7549 - OCT 09	01 -5215106	WORKMAN'S COM SERVICE FEE FOR JULY 09	047992	1,233.75
01-V00083	VERTIGO SKATESHOP					
		I-10509	02 -5542319	MISCELLANEOUS PRIZES-COMP @ SKATEFEST	047993	456.00
01-W00040	WALMART COMMUNITY BRC					
		I-01657	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	047994	76.69
		I-03466	01 -5321202	OPERATING SUP MISC SUPPLIES	047994	99.31
		I-03838	01 -5431202	OPERATING SUP OPERATING SUPPLIES	047994	190.11
		I-05480	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	047994	37.60
		I-06090	01 -5548316	REPAIRS & MAI PODIUM BRACKET	047994	91.56
		I-06142	01 -5431202	OPERATING SUP OPERATING SUPPLIES	047994	66.58
		I-06642	01 -5431202	OPERATING SUP OPERATING SUPPLIES	047994	12.00
		I-06751	01 -5431202	OPERATING SUP OPERATING SUPPLIES	047994	56.99
		I-06910	01 -5431202	OPERATING SUP OPERATING SUPPLIES	047994	100.00
		I-08260	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	047994	108.16
01-W00160	WAYEST					
		I-1028332	01 -5431204	SMALL TOOLS POWER UNIT W/QUICK CONNEC	047996	2,275.00
01-W00235	WESTERN HILLS GUEST RAN					
		I-C1044	01 -5431331	EMPLOYEE TRAV MOTEL EXP - FMAO CONF	047997	420.00
01-W00270	WHITE ELECTRICAL SUPPLY					
		I-S1103286.001	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047999	60.00
		I-S1107389.001	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047999	42.80
		I-S1109437.001	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047999	59.79
		I-S1120704.001	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047999	211.09
01-X00020	XEROX CORP-MAJOR ACCOUN					
		I-800536177	01 -5215312	EQUIPMENT REN XEROX LEASE - JUNE	048001	1,786.96
01-Z00010	ZEE MEDICAL INK					
		I-0021973021	01 -5862202	OPERATING SUP FIRST AID SUPPLIES	048002	39.35
		I-0021973336	01 -5542202	OPERATING SUP FIRST AIDE SUPPLIES	048002	183.60
			FUND	01	GENERAL FUND	TOTAL: 199,100.42

PACKET: 04621 CLAIMS FOR 10/13/09

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00103 ACCURATE LABS & MINING						
		I-S8142	02 -5973329	DEQ FEES CLASS D WW 2 DAY COURSE	047829	205.00
		I-S8143	02 -5975329	DEQ FEES CLASS D WATER 2 DAY COURS	047829	670.00
		I-S8143-A	02 -5974329	DEQ FEES CLASS D WATER 2 DAY COURS	047829	205.00
		I-SU11151	02 -5973203	REPAIRS & MAI SUPPLIES FOR LAB	047829	1,431.77
		I-SU11152	02 -5973203	REPAIRS & MAI SUPPLIES FOR LAB	047829	1,467.06
01-A00267 AIRGAS						
		I-106915617	02 -5973203	REPAIRS & MAI RENTAL ON GAS TANKS	047831	65.77
		I-106953663	02 -5973203	REPAIRS & MAI RENTAL ON GAS TANKS	047831	65.77
01-AG0770 AUTO PARTS CO						
		C-848619	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	047837	243.28-
		C-846796	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	047837	70.00-
		C-849183	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	047837	11.50-
		C-849196	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	047837	6.04-
		C-849262	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	047837	33.93-
		I-848612	02 -5862203	REPAIRS & MAI BRAKE ROTOR, PADS -W-3	047838	289.74
		I-848613	02 -5862203	REPAIRS & MAI LIFT BATTERY - BM LIFT	047838	491.32
		I-848614	02 -5862203	REPAIRS & MAI ALTERNATOR - CAMEL FLUSH	047838	148.13
		I-849013	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	047839	23.99
		I-849049	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	047839	109.94
		I-849053	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	047839	195.90
		I-849094	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	047839	165.90
		I-849100	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	047839	157.19
		I-849126	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	047839	87.61
		I-849159	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	047839	251.72
		I-849164	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	047840	119.11
		I-849187	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	047840	53.23
		I-849261	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	047840	33.68
		I-849265	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	047840	103.78
		I-849297	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	047840	102.85
		I-849298	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	047840	157.47
		I-849299	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	047840	41.71
01-B00043 B & S SUPPLY, INC.						
		I-59454	02 -5974203	REPAIRS & MAI STOCK ITEMS FOR BOLT BIN	047841	391.87
01-B00110 BARRETT'S AUTO PRODUCTS						
		I-37073	02 -5862203	REPAIRS & MAI TIRE SUPPLIES - PLUGS,	047842	1,909.99
01-B00150 BEALES GOODYEAR TIRES						
		I-MC-167073	02 -5862203	REPAIRS & MAI TIRES FOR UC-4	047843	116.70
		I-MC-167075	02 -5862203	REPAIRS & MAI TIRES FOR UC-4	047843	116.70
01-B00180 BEMAC SUPPLY						
		I-S1469397.002	02 -5973203	REPAIRS & MAI PLANT SUPPLIES	047844	200.76
		I-S1476552.001	02 -5973203	REPAIRS & MAI PLANT SUPPLIES	047844	221.97
		I-S1477281.001	02 -5975333	WATER MAIN RE SUPPLIES FOR WATER/SEWER	047844	55.61

PACKET: 04621 CLAIMS FOR 10/13/09

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00180	BEMAC SUPPLY			continued		
		I-S1477319.001	02 -5973203	REPAIRS & MAI PLANT SUPPLIES	047844	94.28
		I-S1478069.001	02 -5973203	REPAIRS & MAI PLANT SUPPLIES	047844	439.08
		I-S1478116.001	02 -5973401	CAPITAL PROJE SUPPLIES FOR EAST PLANT	047844	246.84
		I-S1479541.001	02 -5975333	WATER MAIN RE SUPPLIES FOR WATER/SEWER	047844	70.00
		I-S1479568.001	02 -5975333	WATER MAIN RE SUPPLIES FOR WATER/SEWER	047844	260.54
		I-S1480348.001	02 -5975333	WATER MAIN RE SUPPLIES FOR WATER/SEWER	047844	27.16
		I-S1480672.001	02 -5975333	WATER MAIN RE SUPPLIES FOR WATER/SEWER	047844	6.04
		I-S1481709.001	02 -5975333	WATER MAIN RE SUPPLIES FOR WATER/SEWER	047845	139.54
		I-S1481794.001	02 -5975333	WATER MAIN RE SUPPLIES FOR WATER/SEWER	047845	87.73
01-B00491	BRENNTAG SOUTHWEST					
		I-BSW155420	02 -5973203	REPAIRS & MAI REGAL 710 GAS SULPHONATOR	047848	1,675.00
		I-BSW155420	02 -5973203	REPAIRS & MAI REPAIR REGAL 210 GAS CHLO	047848	770.65
		I-BSW155420	02 -5973203	REPAIRS & MAI GAS SULPHONATOR FREIGHT	047848	25.00
		I-BSW157352	02 -5973206	CHEMICALS 1 TON CONTAINER OF CHLORI	047848	944.00
		I-BSW157352	02 -5973206	CHEMICALS CONTAINER OF CHLORINE FRE	047848	42.50
01-C00047	C D W					
		I-P2V3007	02 -5216202	OPERATING SUP TONER CARTRIDGE	047850	189.84
		I-QB10375	02 -5216401	CAPITAL OUTLA INFOPRINT PRINTER	047850	2,873.69
01-C00489	UNITED FUEL & ENERGY/CL					
		I-1156363-IN	02 -5862205	PETROLEUM PRO HYDRAULIC FLUID	047854	2,918.30
		I-1156363-IN	02 -5862205	PETROLEUM PRO DEXRON ATT	047854	409.75
		I-1156363-IN	02 -5862205	PETROLEUM PRO ANTIFREEZE	047854	208.45
		I-1156363-IN	02 -5862205	PETROLEUM PRO ROTELLA	047854	2,329.80
		I-1156363-IN	02 -5862205	PETROLEUM PRO HYDRAULIC FLUID, DEXRON,	047854	1,015.20
01-C00669	CONTINENTAL RESEARCH CO					
		I-320620-CRC-1	02 -5973203	REPAIRS & MAI BACTOW-DOSE FOR MIDWAY	047858	559.50
01-D00010	D & R ELECTRIC, INC					
		I-2300	02 -5973203	REPAIRS & MAI SERVICE CALL LIFT STATION	047861	302.25
01-D00322	DEPT. OF ENVIR. QUALITY					
		I-OE 4519074	02 -5973329	DEQ FEES WATER LICENSE	047866	62.00
		I-OE4519075	02 -5974329	DEQ FEES WATER LICENSE	047867	62.00
		I-OE4519076	02 -5975329	DEQ FEES 4 LICENSES @ 62.00 EA	047868	62.00
		I-OE4519077	02 -5975329	DEQ FEES 4 LICENSES @ 62.00 EA	047869	62.00
		I-OE4519078	02 -5975329	DEQ FEES 4 LICENSES @ 62.00 EA	047870	62.00
		I-OE4519103	02 -5975329	DEQ FEES 4 LICENSES @ 62.00 EA	047871	62.00
01-E00265	ERMI ENVIRONMENTAL LABS					
		I-0905395	02 -5973304	LAB TESTING ANNUAL SLUDGE TEST	047880	750.68
		I-0905432	02 -5973304	LAB TESTING LAB TESTING @ BOTH PLANTS	047880	189.47
01-F00015	FLEETCOR TECHNOLOGIES					
		I-NP20943240	02 -5862205	PETROLEUM PRO FUEL FOR AUG 09 MPWA	047882	8,999.15

PACKET: 04621 CLAIMS FOR 10/13/09

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00037	FASTENAL					
		I-OKMCA82013	02 -5973203	REPAIRS & MAI MAINTENANCE SUPPLIES	047883	90.12
		I-OKMCA82362	02 -5973203	REPAIRS & MAI MAINTENANCE SUPPLIES	047883	55.53
01-F00310	FRONTIER INTNL. TRUCKS					
		I-165400	02 -5862203	REPAIRS & MAI FLYWHEEL, LUBEFILT-SW-4	047888	706.86
01-G00010	G & C RENTAL CENTER, IN					
		I-SEPT 09	02 -5864312	EQUIPMENT REN RENTAL ON LANDFILL DOZER	047889	3,100.00
01-G00285	GERALD'S TRUCK SERVICE					
		I-4200	02 -5862203	REPAIRS & MAI LIFT PUMP, INJECTION PUMP	047893	2,080.46
01-G00500	AMSAN-PARIS					
		I-209843085	02 -5973203	REPAIRS & MAI FUEL CANS	047897	284.05
01-H00058	HARBOR FREIGHT					
		I-02-342976	02 -5973204	SMALL TOOLS MECHANIC TOOLS	047899	961.57
01-H00100	HAYNES EQUIPMENT, LLC					
		I-S5031-IN	02 -5973203	REPAIRS & MAI BACK-UP POWER SUPPLY	047900	164.73
		I-S5074-IN	02 -5973203	REPAIRS & MAI PUMP MECH SEALS	047900	240.06
01-I00110	IMPRESS OFFICE SUPPLY					
		I-028745	02 -5871202	OPERATING SUP CALENDAR, CLOCK, MISC	047905	27.97
		I-028957	02 -5974317	ADVERTISING & 7000 COPIES - COST NOTICE	047905	250.00
		I-029039	02 -5871202	OPERATING SUP CALENDAR, CLOCK, MISC	047905	61.70
		I-029041	02 -5216202	OPERATING SUP PAPER FOR DISCONNECTS	047905	560.56
		I-029051	02 -5216202	OPERATING SUP OFFICE SUPPLIES	047905	53.55
		I-029072	02 -5216202	OPERATING SUP OFFICE SUPPLIES	047906	17.01
01-I00120	INCODE					
		I-81,600	02 -5216316	REPAIRS & MAI AUTO CASH DRAWERS	047907	400.00
		I-81,600	02 -5216316	REPAIRS & MAI LOCKING TILL	047907	100.00
01-I00237	INTERSTATE ELECTRICAL					
		I-00169279	02 -5973203	REPAIRS & MAI 15 HP MOTOR - EAST PLANT	047910	525.00
		I-00169279	02 -5973203	REPAIRS & MAI 2 HP MOTOR - EAST PLANT	047910	300.00
01-J00435	JORDAN CARRIS AGENCY					
		I-3780	02 -5267106	WORKMAN'S COM FINAL AUDIT 2 YR POLICY	047915	1,476.00
01-K00005	K-BAR CO CONSTRUCTION					
		I-12316	02 -5862203	REPAIRS & MAI LIFT CYLINDERS-LF LOADER	047918	3,164.44
01-K00190	KEYSTONE EQUIPMENT CO.					
		I-40447	02 -5862203	REPAIRS & MAI BACKGLASS FOR 410 BACKHOE	047920	200.00
		I-5007582	02 -5975334	SEWER MAIN RE DOZER RENTAL FOR 2 WEEKS	047920	1,350.00
		I-5007583	02 -5975334	SEWER MAIN RE DOZER RENTAL FOR 2 WEEKS	047920	1,350.00

PACKET: 04621 CLAIMS FOR 10/13/09

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-100428 LOWE'S CREDIT SERVICES						
		I-01143	02 -5975316	REPAIRS & MAI SUPPLIES- WATER & SEWER	047928	223.20
		I-01280	02 -5975316	REPAIRS & MAI SUPPLIES- WATER & SEWER	047928	305.82
		I-02736	02 -5975202	OPERATING SUP SUPPLIES	047929	462.12
		I-04984	02 -5975316	REPAIRS & MAI SUPPLIES- WATER & SEWER	047929	390.69
		I-08132	02 -5975209	UTILITY MAINT MAINT SUPPLIES	047929	49.96
		I-09526	02 -5975209	UTILITY MAINT MAINT SUPPLIES	047929	192.68
		I-09591	02 -5975316	REPAIRS & MAI SUPPLIES- WATER & SEWER	047929	10.87
		I-09887	02 -5975202	OPERATING SUP SUPPLIES	047929	178.09
		I-11659	02 -5975209	UTILITY MAINT MAINT SUPPLIES	047930	3.96
01-100429 LOVE BOTTLING CO.						
		I-81005670	02 -5973304	LAB TESTING DISTILLED WATER FOR TESTI	047931	20.25
		I-81006105	02 -5973304	LAB TESTING DISTILLED WATER FOR TESTI	047931	27.00
		I-81006911	02 -5973304	LAB TESTING DISTILLED WATER FOR TESTI	047931	27.00
01-100454 LUM'S SALES & SERVICE						
		I-15293	02 -5862401	CAPITAL OUTLA HUNTER CHANGER & BALANCER	047932	14,844.75
01-M00304 MESHEK & ASSOC. INC						
		I-# 2	02 -5871302	CONSULTANTS(H STORMWATER ENG SERVICES	047936	3,163.70
		I-#1	02 -5871302	CONSULTANTS(H STORMWATER ENG SERVICES	047936	1,420.30
01-N00250 MCALESTER NEWS CAPITAL						
		I-01568113-00	02 -5864202	OPERATING SUP LANDFILL JULY HOURS	047942	77.00
		I-83009	02 -5864202	OPERATING SUP LF BACK TO REG HOURS	047942	49.02
01-000075 O'REILLY AUTO PARTS						
		C-0230-178154	02 -5862203	REPAIRS & MAI AUTO PARTS	047946	21.44-
		I-0230-174909	02 -5862203	REPAIRS & MAI AUTO PARTS	047946	15.21
		I-0230-174964	02 -5862203	REPAIRS & MAI AUTO PARTS	047946	8.63
		I-0230-176788	02 -5862203	REPAIRS & MAI AUTO PARTS	047946	9.49
		I-0230-176920	02 -5862203	REPAIRS & MAI AUTO PARTS	047946	33.48
		I-0230-178048	02 -5862203	REPAIRS & MAI AUTO PARTS	047946	21.44
		I-0230-178151	02 -5862203	REPAIRS & MAI AUTO PARTS	047946	166.73
		I-0230-178786	02 -5862203	REPAIRS & MAI AUTO PARTS	047946	68.75
		I-0230-179593	02 -5862203	REPAIRS & MAI AUTO PARTS	047946	103.61
		I-0230-179626	02 -5862203	REPAIRS & MAI AUTO PARTS	047946	7.75
		I-0230-181165	02 -5862203	REPAIRS & MAI AUTO PARTS	047947	15.67
		I-0230-182863	02 -5862203	REPAIRS & MAI AUTO PARTS	047947	57.51
01-000275 OKLA DEPT OF COMMERCE						
		I-#8908 - OCT 09	02 -5267521	CDBG LOAN #89 CDBG - EDIF #8908	047950	1,145.83
01-000610 OTA PIKEPASS CENTER						
		I-09-26331	02 -5972203	REPAIRS & MAI PIKEPASS REPLENISHMENT	047956	43.03
01-P00250 PETTY CASH						
		I-09-26449	02 -5216317	POSTAGE UPS - ALS VIEWER	047959	50.00

PACKET: 04621 CLAIMS FOR 10/13/09

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT

01-P00250	PETTY CASH		continued			
		I-09-26450	02 -5216202	OPERATING SUP NOTEBOOKS FOR METER READE	047959	4.36
		I-09-26450	02 -5871331	EMPLOYEE TRAV MEALS - PARKING OFMA CONF	047959	42.19
01-P00420	POSTMASTER					
		I-09-26371	02 -5216317	POSTAGE POSTAGE - UTILITY BILLING	047960	9,000.00
01-Q00012	QUALITY INN					
		I-134478685	02 -5871331	EMPLOYEE TRAV OFMA CONFERENCE	047962	218.40
01-R00090	R/M INC					
		I-13451	02 -5862205	PETROLEUM PRO DIESEL FOR LANDFILL	047964	3,297.43
01-R00217	R.D. FLANAGAN & ASSOC					
		I-2009-9-2	02 -5871302	CONSULTANTS(H HAZ MIT PLANNING	047965	1,653.00
01-S00234	SHARE CORPORATION					
		I-716885	02 -5975316	REPAIRS & MAI PEA PODS SPICED APPLE	047968	101.00
		I-716885	02 -5975316	REPAIRS & MAI CHERRY ODOR CONTROL	047968	92.00
		I-717265	02 -5973203	REPAIRS & MAI WEED KILLER & WELDING ROD	047968	517.00
01-S00351	SIGNATURE SCIENCE LLC					
		I-AUG 24000961-16	02 -5974304	LAB TESTING MONTHLY LAB TESTING	047970	368.00
		I-SEPT 24000961.17	02 -5974304	LAB TESTING MONTHLY LAB TESTING	047970	368.00
01-S00760	STATE BD.OF REG.FOR PE					
		I-10209	02 -5871331	EMPLOYEE TRAV ENG LICENSE-NEW CITY ENG	047975	250.00
01-T00612	TULSA FREIGHTLINER					
		I-63258782	02 -5862203	REPAIRS & MAI REPAIR TRASH TRUCK	047984	665.00
01-U00126	UNITED LAB.					
		I-22503	02 -5862203	REPAIRS & MAI NUT CRAKER, SOLVE-ALL	047987	1,585.20
01-U00128	UNITED PACKAGING & SHIP					
		I-68779	02 -5974304	LAB TESTING SHIPPING SAMPLES OVERNIGH	047989	251.22
		I-69246	02 -5974304	LAB TESTING OPEN PO - SHIP SAMPLES	047989	20.52
		I-69336	02 -5974304	LAB TESTING OPEN PO - SHIP SAMPLES	047989	44.67
		I-69786	02 -5974304	LAB TESTING OPEN PO - SHIP SAMPLES	047989	44.32
		I-69927	02 -5974304	LAB TESTING SHIPPING SAMPLES OVERNIGH	047989	244.69
01-W00130	WATER PRODUCTS					
		I-0771989-IN	02 -5975209	UTILITY MAINT 18" ROUND METER BOX	047995	1,575.00
		I-0774331-IN	02 -5975209	UTILITY MAINT 18" ROUND METER BOX	047995	1,575.00
		I-0774791-IN	02 -5975202	OPERATING SUP FULL CTRCLE CLAMPS	047995	2,215.80
01-W00299	WILKINS ENVIRONMENTAL					
		I-1928	02 -5973304	LAB TESTING TOXICITY TESTING	048000	1,422.50
		I-1931	02 -5973304	LAB TESTING TOXICITY TESTING	048000	1,422.50
					FUND	02 MPWA
					TOTAL:	102,907.41

PACKET: 04621 CLAIMS FOR 10/13/09

VENDOR SET: 01

FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====							
01-F00170	FIRST NATIONAL BANK						
		I-#119817 - OCT 09	03	-5876511	FNB LOAN #119 LOAN 119817 -AIRPORT AUTH	047885	2,510.00
01-J00440	JOANN CRABTREE						
		I-6612	03	-5876208	LAND MAINTENA LEASE-OUTER MARKER EASEME	047916	506.00
01-L00076	LAMBERT MECHANICAL INC						
		I-090846	03	-5876203	REPAIRS & MAI AC COMPRESSOR	047923	162.50
		I-090855	03	-5876203	REPAIRS & MAI AC COMPRESSOR	047923	3,137.04
01-W00269	WHITES TRACTORS						
		I-062749	03	-5876208	LAND MAINTENA MISC REPAIR & MAINT ITEMS	047998	28.00
		I-312761	03	-5876208	LAND MAINTENA MISC REPAIR & MAINT ITEMS	047998	16.00
		I-462715	03	-5876208	LAND MAINTENA MISC REPAIR & MAINT ITEMS	047998	38.00
		I-629329	03	-5876208	LAND MAINTENA MISC REPAIR & MAINT ITEMS	047998	82.00
					FUND 03 AIRPORT AUTHORITY	TOTAL:	6,479.54

PACKET: 04621 CLAIMS FOR 10/13/09

VENDOR SET: 01

FUND : 08 NUTRITION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
G1-D00213	DEBBIE COMPTON					
		I-09-26459	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	047864	165.00
		I-09-26463	08 -5549308	CONTRACT SERV REIMB OF MILEAGE	047865	146.30
01-E00207	EMMA E. BELLIS					
		I-09-26460	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	047877	165.00
		I-09-26462	08 -5549308	CONTRACT SERV REIMB OF MILEAGE	047878	121.00
01-M00339	MIKE CARR					
		I-09-26461	08 -5549308	CONTRACT SERV REIMB OF MILEAGE	047937	137.50
					FUND	08
					NUTRITION	
					TOTAL:	734.80

PACKET: 04621 CLAIMS FOR 10/13/09

VENDOR SET: 01

FUND : 28 SE EXPO CTR/TOURISM FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00751	ATWOODS					
		I-3363873	28 -5654203	REPAIR & MAIN REPAIR & MAINT SUPPLIES	047835	165.39
		I-3363959	28 -5654203	REPAIR & MAIN REPAIR & MAINT SUPPLIES	047835	14.48
		I-3364484	28 -5654203	REPAIR & MAIN REPAIR & MAINT SUPPLIES	047836	13.98
01-B00192	BEN E. KEITH					
		I-00962364	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	047846	450.28
		I-00978786	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	047846	2,245.15
01-C00245	CATHEY & ASSOCIATES, L.					
		I-20920	28 -5654316	REPAIRS & MAI OVERHEAD DOOR REPAIR	047851	293.00
01-E00104	EAVES STONE PRODUCTS					
		I-2345	28 -5654317	ADVERTISING & PEDESTAL FOR STATUE	047876	1,207.00
01-J00110	JACKIE BRANNON CORR. CT					
		I-F175	28 -5654308	CONTRACT SERV INMATE LABOR	047911	110.61
01-P00210	PEPSI COLA					
		I-145201	28 -5654210	CONCESSION SU BAG-N-BOX & CO2	047958	360.00
31-P00510	PRO-KIL PEST CONTROL					
		I-52791	28 -5654316	REPAIRS & MAI PEST CONTROL 1ST QTR	047961	365.00
31-S00726	STAPLES BUSINESS ADVANT					
		I-33644	28 -5654202	OPERATING SUP OFFICE SUPPLIES	047974	126.96
31-T00058	BIZTEL COMMUNICATIONS					
		I-3688	28 -5654316	REPAIRS & MAI MOVE FAX LINE & REPROGRAM	047979	87.10
31-T00540	TREATS SOLUTIONS INC					
		I-014715	28 -5654203	REPAIR & MAIN JANITORIAL SUPPLIES	047983	1,269.38
31-U00100	UNIFIRST HOLDINGS, L.P.					
		I-824 0605929	28 -5654316	REPAIRS & MAI MONTHLY SERVICE FEE SEPT	047986	50.00
31-W00040	WALMART COMMUNITY BRC					
		I-007589	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	047994	96.79
		I-011183	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	047994	46.52
		I-0170173	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	047994	147.01
				FUND 28 SE EXPO CTR/TOURISM FUND TOTAL:		7,048.65

PACKET: 04621 CLAIMS FOR 10/13/09

VENDOR SET: 01

FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-G00460	GREEN COUNTRY ELECTRIC	I-09-26360	29 -5324316	REPAIRS-MAINT INSTALLING UPS CABINETS	047895	650.00
01-100204	INTERACT	I-PA003132	29 -5324308	CONTRACTED SE OK MCALESTER - MAP	047909	49,157.60
01-100428	LOWE'S CREDIT SERVICES	I-09745	29 -5324316	REPAIRS-MAINT MISC SUPPLIES	047929	8.82
		I-11510	29 -5324316	REPAIRS-MAINT MISC SUPPLIES	047930	31.98
01-000245	OKLA CORRECTIONS INDUS.	I-18175	29 -5324316	REPAIRS-MAINT EXECUTIVE L-SHAPED DESK	047948	706.86
01-200250	PETTY CASH	I-09-26449	29 -5324331	EMPLOYEE TRAV MEALS/TRAVEL-OLETS TRAINI	047959	129.83
01-S00726	STAPLES BUSINESS ADVANT	I-32615	29 -5324202	OPERATING SUP MISC SUPPLIES - 911 CTR	047974	48.73
		I-33827	29 -5324202	OPERATING SUP MISC SUPPLIES - 911 CTR	047974	151.19
01-T00058	BIZTEL COMMUNICATIONS	I-3680	29 -5324316	REPAIRS-MAINT TRANSFER ADMIN LINES	047979	90.00
		I-3680	29 -5324316	REPAIRS-MAINT WALL MOUNT TELEPHONE	047979	50.00
01-W00270	WHITE ELECTRICAL SUPPLY	I-S1122545.001	29 -5324316	REPAIRS-MAINT MISC SUPPLIES: 911 CTR	047999	67.92
			FUND 29 E-911	TOTAL:		51,092.93

PACKET: 04621 CLAIMS FOR 10/13/09

VENDOR SET: 01

FUND : 30 ECONOMIC DEVELOPMENT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-NC0347	MEHLBURGER BRAWLEY / NR					
		I-MC-09-04-02	30 -5211403	ECONOMIC DEVE SEWER EXT PROJECT	047945	14,600.00
		I-MC-09-04-03	30 -5211403	ECONOMIC DEVE SEWER EXT PROJECT	047945	6,200.98
01-000275	OKLA DEPT OF COMMERCE					
		I-#12248 - OCT 09	30 -5211510	CDBG / EDIF D CDBG - EDIF CONT. #12248	047949	282.50
			FUND 30	ECONOMIC DEVELOPMENT	TOTAL:	21,083.48

PACKET: 04621 CLAIMS FOR 10/13/09

VENDOR SET: 01

FUND : 42 FEDERAL FORFEITURE FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT

01-M00095	MOY TIRE					
		i-09-26232	42 -5323202	OPERATING SUP UNIT 71'S INSTALL LIGHTS	047934	125.00
			FUND	42 FEDERAL FORFEITURE FUND	TOTAL:	125.00
				REPORT GRAND TOTAL:		388,572.23

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2009-2010	01 -5101319	MISCELLANEOUS	48.99	4,000	3,557.51		
	01 -5210202	OPERATING SUPPLIES	107.35	5,000	3,680.37		
	01 -5210331	EMPLOYEE TRAVEL & TRAININ	125.00	4,000	3,488.04		
	01 -5211202	OPERATING SUPPLIES	448.27	5,200	1,749.42		
	01 -5211308	CONTRACTED SERVICES	3,326.47	16,895	905.00		
	01 -5211331	EMPLOYEE TRAVEL & TRAININ	594.87	5,000	3,475.13		
	01 -5212202	OPERATING SUPPLIES	257.29	3,000	2,047.68		
	01 -5212317	ADVERTISING & PRINTING	52.65	5,000	4,750.00		
	01 -5212331	EMPLOYEE TRAVEL & TRAININ	190.00	2,500	2,000.00		
	01 -5213202	OPERATING SUPPLIES	13.06	11,000	8,073.28		
	01 -5213331	EMPLOYEE TRAVEL & TRAINING	88.55	1,800	1,341.45		
	01 -5213337	COLLECTION SERVICES	644.30	13,000	10,781.37		
	01 -5214302	CONSULTANTS	3,060.00	110,000	85,745.03		
	01 -5215106	WORKMAN'S COMP	45,127.03	325,000	221,755.17		
	01 -5215302	CONSULTANTS	875.00	3,500	1,750.00		
	01 -5215312	EQUIPMENT RENTALS	2,405.96	40,000	15,846.72		
	01 -5215315	TELEPHONE UTILITY	85.00	72,000	47,494.93		
	01 -5215323	DAMAGES	2,349.65	50,000	39,924.20		
	01 -5215510	LEASE PAYMENT	5,185.00	81,981	56,056.00		
	01 -5225331	EMPLOYEE TRAVEL & TRAINING	8.00	3,500	3,492.00		
	01 -5225349	INCODE SOFTWARE MAINTENANC	200.00	30,000	4,103.00		
	01 -5225401	COMPUTER TECHNOLOGY	19,451.74	45,000	24,582.94		
	01 -5320202	OPERATING EXPENSE	116.74	4,500	3,422.31		
	01 -5321202	OPERATING SUPPLIES	301.27	15,500	11,694.19		
	01 -5321308	CONTRACTED SERVICES	73.22	22,150	19,572.01		
	01 -5321324	SWAT	1,440.00	10,000	8,490.00		
	01 -5321331	EMPLOYEE TRAVEL & TRAININ	280.55	9,500	8,979.15		
	01 -5322202	OPERATING SUPPLIES	300.00	3,500	2,926.01		
	01 -5431202	OPERATING SUPPLIES	2,960.26	30,000	20,546.30		
	01 -5431203	REPAIRS & MAINT SUPPLIES	2,800.01	20,000	13,992.90		
	01 -5431204	SMALL TOOLS	2,275.00	9,000	4,806.46		
	01 -5431329	PROMOTIONAL	125.00	1,500	1,375.00		
	01 -5431330	DUES & SUBSCRIPTIONS	426.00	10,920	8,650.00		
	01 -5431331	EMPLOYEE TRAVEL & TRAININ	1,200.09	14,000	7,755.60		
	01 -5431401	CAPITAL OUTLAY	10,139.45	25,000	5,866.00		
	01 -5542202	OPERATING SUPPLIES	1,798.47	48,000	38,763.18		
	01 -5542203	REPAIRS & MAINT SUPPLIES	2,009.84	26,000	12,576.17		
	01 -5542204	SMALL TOOLS	137.67	2,500	996.18		
	01 -5542316	REPAIRS & MAINTENANCE	109.84	18,000	14,648.94		
	01 -5542319	MISCELLANEOUS	456.00	18,000	14,592.15		
	01 -5542331	EMPLOYEE TRAVEL & TRAININ	139.08	2,500	1,894.07		
	01 -5542401	CAPITAL OUTLAY	3,364.00	34,400	5,459.75		
	01 -5544202	OPERATING SUPPLIES	1,599.32	8,000	2,802.69		
	01 -5544203	REPAIRS & MAINTENANCE SUPP	559.50	2,000	922.06		
	01 -5544308	CONTRACT LABOR	80.00	16,500	11,600.00		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	-----LINE ITEM-----			-----GROUP BUDGET-----		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
01	-5547203	REPAIRS & MAINT SUPPLIES	314.26	11,000	8,146.24				
01	-5548203	REPAIRS & MAINTENANCE SUPP	1,588.39	50,000	32,157.37				
01	-5548316	REPAIRS & MAINTENANCE	91.56	19,300	14,990.44				
01	-5652202	OPERATING SUPPLIES	347.72	4,848	4,136.90				
01	-5652317	ADVERTISING & PRINTING	108.00	3,000	1,837.70				
01	-5652318	ABATEMENTS	1,846.24	10,000	4,007.83				
01	-5652319	DEMOLITION	1,149.00	25,000	21,266.00				
01	-5652330	DUES & SUBSCRIPTIONS	138.54	3,000	2,719.26				
01	-5652331	EMPLOYEE TRAVEL & TRAININ	303.58	4,596	4,029.67				
01	-5653202	OPERATING SUPPLIES	173.38	2,000	1,147.94				
01	-5653215	AWARDS PROGRAM	773.97	5,500	516.03				
01	-5862202	OPERATING SUPPLIES	39.35	1,500	1,041.42				
01	-5862203	REPAIRS & MAINT SUPPLIES	12,127.97	215,000	119,754.45				
01	-5862205	PETROLEUM PRODUCTS	28,483.52	272,500	207,568.52				
01	-5863203	REPAIR & MAINT SUPPLIES	71.00	40,000	39,303.62				
01	-5865202	OPERATING SUPPLIES	232.37	3,000	1,450.43				
01	-5865218	STREET REPAIRS & MAINTENAN	30,842.36	200,000	38,214.97				
01	-5865510	CAPITAL LEASE	3,053.72	12,367	37.82				
02	-5216202	OPERATING SUPPLIES	825.32	20,000	11,819.85				
02	-5216316	REPAIRS & MAINTENANCE	500.00	7,000	6,500.00				
02	-5216317	POSTAGE	9,050.00	68,000	49,950.00				
02	-5216401	CAPITAL OUTLAY	2,873.69	4,250	55.69	Y			
02	-5267106	WORKMAN'S COMP	1,476.00	225,000	174,684.03				
02	-5267521	CDBG LOAN #8908	1,145.83	13,749	6,874.98				
02	-5862203	REPAIRS & MAINT SUPPLIES	13,200.70	215,000	120,393.69				
02	-5862205	PETROLEUM PRODUCTS	19,178.08	272,500	223,219.58				
02	-5862401	CAPITAL OUTLAY	14,844.75	30,000	15,155.25				
02	-5864202	OPERATING SUPPLIES	126.02	8,500	6,073.15				
02	-5864312	EQUIPMENT RENTALS	3,100.00	90,000	48,561.00				
02	-5871202	OPERATING SUPPLIES	89.67	6,000	5,544.11				
02	-5871302	CONSULTANTS(HMP & SW PHASE	6,237.00	129,900	103,400.00				
02	-5871331	EMPLOYEE TRAVEL & TRAININ	510.59	2,000	301.09				
02	-5972203	REPAIRS & MAINT SUPPLIES	40.00	1,200	1,160.00				
02	-5973203	REPAIRS & MAINT SUPPLIES	9,495.35	57,500	31,025.41				
02	-5973204	SMALL TOOLS	961.57	2,000	1,038.43				
02	-5973206	CHEMICALS	986.50	5,000	1,064.50				
02	-5973304	LAB TESTING	3,859.40	27,300	19,441.44				
02	-5973329	DEQ FEES	267.00	15,500	15,233.00				
02	-5973401	CAPITAL PROJECT	246.84	28,500	27,500.00				
02	-5974203	REPAIRS & MAINT SUPPLIES	391.87	40,000	13,998.42				
02	-5974304	LAB TESTING	1,341.42	35,000	18,090.86				
02	-5974317	ADVERTISING & PRINTING	250.00	2,000	1,579.00				
02	-5974329	DEQ FEES	267.00	7,000	6,733.00				
02	-5975202	OPERATING SUPPLIES	2,856.01	34,000	24,617.60				
02	-5975209	UTILITY MAINTENANCE SUPP.	3,396.60	35,000	21,814.34				

** G/I. ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
02	-5975316	REPAIRS & MAINTENANCE	1,123.58	10,000	6,397.47		
02	-5975329	DEQ FEES	918.00	1,200	282.00		
02	-5975333	WATER MAIN REPAIR	648.62	21,000	13,341.49		
02	-5975334	SEWER MAIN REPAIR	2,700.00	12,500	7,401.00		
03	-5876203	REPAIRS & MAINT SUPPLIES	3,299.54	4,000	380.46		
03	-5876208	LAND MAINTENANCE SUPP.	670.00	3,000	1,630.02		
03	-5876511	FNB LOAN #119817 PAYMENTS	2,510.00	30,120	15,060.00		
08	-5549308	CONTRACT SERVICES	734.80	14,800	9,904.45		
28	-5654202	OPERATING SUPPLIES	126.96	7,500	6,961.12		
28	-5654203	REPAIR & MAINT SUPPLIES	1,463.23	15,000	8,346.67		
28	-5654210	CONCESSION SUPPLIES	3,345.75	25,000	16,783.29		
28	-5654308	CONTRACT SERVICES	110.61	2,000	1,307.76		
28	-5654316	REPAIRS & MAINTENANCE	795.10	14,400	14,431.31		
28	-5654317	ADVERTISING & PRINTING	1,207.00	7,500	5,781.00		
29	-5324202	OPERATING SUPPLIES	199.92	18,000	16,442.30		
29	-5324308	CONTRACTED SERVICES	49,157.60	281,200	146,016.60		
29	-5324316	REPAIRS-MAINTENANCE	1,605.58	25,000	17,208.51		
29	-5324331	EMPLOYEE TRAVEL & TRAININ	129.83	5,000	4,538.17		
30	-5211403	ECONOMIC DEVELOPMENT PROJE	20,800.98	551,377	263,879.36		
30	-5211510	CDBG / EDIF DURALINE LOAN	282.50	3,390	0.00		
42	-5323202	OPERATING SUPPLIES	125.00	8,000	2,620.00		
** 2009-2010 YEAR TOTALS **			388,572.23				

NO ERRORS

** END OF REPORT **

PACKET: 04621 CLAIMS FOR 10/13/09

VENDOR SET: 01

===== R E P O R T T O T A L S =====

F U N D D I S T R I B U T I O N

FUND NO#	FUND NAME	AMOUNT
01	GENERAL FUND	199,100.42CR
02	MPWA	102,907.41CR
03	AIRPORT AUTHORITY	6,479.54CR
08	NUTRITION	734.80CR
28	SE EXPO CTR/TOURISM FUND	7,048.65CR
29	E-911	51,092.93CR
30	ECONOMIC DEVELOPMENT	21,083.48CR
42	FEDERAL FORFEITURE FUND	125.00CR
** TOTALS **		388,572.23CR

---- TYPE OF CHECK TOTALS ----

	NUMBER	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
HAND CHECKS		0.00	0.00	0.00
		0.00	0.00	
DRAFTS		0.00	0.00	0.00
		0.00	0.00	
REG-CHECKS		388,572.23	388,572.23CR	0.00
		388,572.23	0.00	
EFT		0.00	0.00	0.00
		0.00	0.00	
NON-CHECKS		0.00	0.00	0.00
		0.00	0.00	
ALL CHECKS		388,572.23	388,572.23CR	0.00
		388,572.23	0.00	

TOTAL CHECKS TO PRINT: 164

ERRORS: 0 WARNINGS: 0



McAlester City Council

AGENDA REPORT

Meeting Date: October 13, 2009 Item Number: 1
Department: Finance
Prepared By: Gayla Duke Account Code: _____
Date Prepared: October 5, 2009 Budgeted Amount: _____
Exhibits: Two

Subject

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

Recommendation

Motion to approve the budget amendment ordinance.

Discussion

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

- Exhibit A-1: **General Fund.** Need to transfer funds to Fire Improvement Grant fund.
- Exhibit A-2: **Fire Improvement Grant Fund.** Need to increase expenditures by additional \$172.
- Exhibit A-3: **Economic Development Fund:** Appropriate reimbursement revenue received by City
- Exhibit A-4: **MPWA Fund.** Need to increase transfer to General Fund for Exhibits A-5 & A-6 below.
- Exhibit A-5: **General Fund.** Emergency repairs for A Street.
- Exhibit A-6: **General Fund.** Emergency repairs for D Street.

Approved By

	Initial	Date
Department Head	GDD	10/13/09
City Manager	<i>PS</i>	10-6-09

ORDINANCE NO. __

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

WHEREAS, the City Council heretofore adopted Ordinance No. 2327 setting forth the Budget for Fiscal Year 2009-2010 beginning July 1, 2009 and ending June 30, 2010; and

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

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

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

WHEREAS, the City Council has determined that the proposed amendment to the FY 2009-2010 Budget, with the revenues and expenditures therein contained, is in the best interest of the City; and therefore, desires to adopt the same by formal action.

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

SECTION 1: The proposed amendment to the FY 2009-2010 Budget of the City of McAlester, Oklahoma, as heretofore adopted by Ordinance, as summarized in Exhibits A1 through A6, which are attached hereto and fully incorporated herein by reference, be, and the same hereby are, completely adopted and approved as an amendment to the said FY 2009-2010 Budget.

SECTION 2: All portions of the existing FY 2009-2010 Budget, Ordinance No. 2327 except as specifically herein amended, shall remain in full force and effect, and not be otherwise affected by the adoption of the amendatory ordinance.

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

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

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

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

PASSED and the EMERGENCY CLAUSE ruled on separately this 13th day of October, 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 13th day of October, 2009.

William J. Ervin, City Attorney



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>October 13, 2009</u>	Item Number:	<u>2</u>
Department:	<u>Acting City Manager</u> <u>Peter Stasiak for Mayor</u>	Account Code:	<u>N/A</u>
Prepared By:	<u>Kevin Priddle</u>	Budgeted Amount:	<u>N/A</u>
Date Prepared:	<u>October 5, 2009</u>	Exhibits:	<u>(1) Resolution</u>

Subject

Consider and act upon a Resolution amending an established policy and authorizing the City Manager to waive fee(s), permit(s), license(s) or other related charges not to exceed in the amount of \$250 in a single transaction.

Recommendation

Motion to approve and act upon adopting the attached Resolution amending Resolution 08-03 adopted January 8, 2008.

Discussion

At a regularly scheduled meeting of the McAlester City Council on January 8, 2008, the Mayor and City Council adopted Resolution 08-03 which established a policy that there shall be no waiver of any fee(s), permit(s), license(s) or other related charges by the City that were in force on that date.

Approved By

		<i>Initial</i>	<i>Date</i>
Department Head			
Acting City Manager	Peter Stasiak	<i>PS</i>	October 5, 2009

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA, ESTABLISHING THE CITY OF MCALESTER'S POLICY ON THE WAIVER OF FEES, PERMITS, LICENSES OR OTHER RELATED CHARGES.

.....
WHEREAS, the City Council for the City of McAlester adopted Resolution No. 08-03 on January 8th, 2008; and

WHEREAS, Resolution 08-03 Section 1, established a policy that there shall be no waiver of any fee(s), permits(s), licenses(s) or other related charges by the City that were in force on that date; and

WHEREAS, the current City Council desires to establish a new policy for the waiver of fee(s), permit(s), license(s) or other related charges; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA, that:

Section 1: Resolution No. 08-03 is hereby repealed.

Section 2: The McAlester City Council hereby authorizes the City Manager to waive fee(s), permit(s), license(s) or other related charges.

Section 3: The City Manager is authorized to waive fee(s), permit(s), license(s) or other related charges in a prudent, cautious and unbiased manner, and in an amount not to exceed \$250 in a single transaction.

Section 4: The City Manager shall prepare and submit to the City Council a written report, which report shall show any waivers given in the previous month. Said written report shall be prepared and included on the agenda for the first regular meeting of the City Council, and include, at a minimum, the individual, the date, amount and explanation for the waiver.

PASSED and APPROVED this _____ day of _____ 2009.

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

By: _____
Kevin E. Priddle, Mayor

Cora Middleton, City Clerk

Linda Daniels

From: Cora Middleton
Sent: Tuesday, October 06, 2009 9:11 AM
To: Linda Daniels
Subject: FW: resolution

From: Joe Ervin [mailto:ervinjoe@sbcglobal.net]
Sent: Monday, October 05, 2009 5:22 PM
To: Cora Middleton
Subject: Re: resolution

Cora,

I have reviewed the resolution and it can be put on the council agenda for October 13, 2009 as is.

Joe

On Sep 25, 2009, at 12:01 PM, Cora Middleton wrote:

I think Mayor would like to get this on the first meeting in October. (10-13-09)

Cora Middleton
City Clerk
City of McAlester
(918)423-9300 ext. 4956

<Resolution 09242009 Waiver of Fees (3).doc>



McAlester City Council

AGENDA REPORT

Meeting Date: October 13, 2009 **Item Number:** 3
Department: Council
Prepared By: Councilman Mason & Vice-Mayor Garvin **Account Code:** _____
Date Prepared: September 29, 2009 **Budgeted Amount:** _____
Exhibits: Three

Subject

Consider, and act upon, requesting the City Administration to compile a list of equipment and vehicles for sale by auction, including vehicles that were recently replaced in the Community Services and Police Departments, and to furnish said list to the City Council at its next regular meeting.

Recommendation

Motion to approve a request for the City Administration to compile and present a list of equipment and vehicles for sale by auction.

Discussion

At the September 22, 2009 meeting, the City Council discussed the need to auction certain surplus equipment and vehicles. Moreover, the City Council discussed that vehicles replaced by new models, if not being used as part of the vehicle fleet, should be sold in lieu of being used for parts.

This agenda item is requesting that the City Administration prepare a list of equipment and vehicles that could be declared surplus, and to present said list to the City Council at its second meeting in October. (See Section 2-287 of the McAlester City Code)

Approved By

	Initial	Date
Department Head	CM	09/29/09
City Manager	<i>PJS</i>	10-6-09

cal facilities of the city; and other services performed for the city by persons not in the employment of the city.

(Code 1974, § 2-27)

Cross reference—Definitions generally, § 1-2.

Sec. 2-272. Authority to make purchases; administrative policies.

(a) The city manager, or his/her designee, is hereby authorized to purchase supplies, equipment, materials and/or services in the amount not to exceed \$25,000.00 in a single transaction.

(b) The city manager shall develop such administrative policies as necessary for said purchases to assure efficient and economical purchasing practices.

(Ord. No. 2219, §§ 2, 3, 1-24-06)

Editor's note—Ord. No. 2219, § 1, adopted Jan. 24, 2006, repealed § 2-272, which pertained to authority to make purchases; administrative policies and derived from Code 1974, § 2-28; Ord. No. 2012, §§ 2, 3, adopted Jan. 25, 1994; Ord. No. 2100, §§ 1—3, adopted July 13, 1999. Sections 2 and 3 of said ordinance added provisions that were included herein as § 2-272 at the editor's discretion.

Sec. 2-273. Purchases generally; competitive bidding.

The city manager, or his/her designee, may purchase the following without giving an opportunity for competitive bidding:

- (1) Supplies, materials, equipment or contractual services whose cost does not exceed \$25,000.00 in a single transaction;
- (2) Supplies, materials, equipment or contractual services which can be furnished only by a single dealer, or which has a uniform price wherever bought;
- (3) Supplies, materials, equipment or contractual services purchased from another unit of government at a price deemed below that obtainable from private vendors, including war surplus;
- (4) Utility services (gas, electricity, telephone services, etc.) purchased from the public utility corporation at a price or rate determined by the State Corporation Commission or other government agency; and

(5) For the procurement of supplies, materials, equipment and/or services valued in excess of \$25,000.00 in a single transaction, the following formal bids and awards are hereby adopted and authorized:

- a. The city manager, or his/her authorized representative, shall prepare an invitation for bids packet, containing, among other things:
 1. Written specifications of the supplies, materials, equipment and services to be procured;
 2. Deadline for receipt of bids;
 3. Bid opening date;
 4. Required bidder's qualifications, if any;
 5. Statement that the city council may accept or reject any or all bids without penalty; and
 6. Non-collusion affidavits.
- b. Invitation for bids shall be publicized as follows:
 1. A brief descriptive advertising in local newspaper and notification by mail of all known qualified vendors and/or contractors;
 2. The minimum advertising period shall be two weeks with two published notices, the second publication being at least five days after the first publication, and bid opening not earlier than five days after final publication.
 3. Bid packets will be maintained by and be available from the office of the city manager, or his/her authorized representative.
- c. Bids submitted by each contractor and/or vendor shall be as detailed in the "invitation for bids".
- d. Bid opening shall be as follows:
 1. Bids shall be opened on the day and hour and at the place identified in the "invitation for bids".

Vehicle Transfers/Surplus

Department	Tag #	Unit #	Year, Make & Model	Vin. #
P-1	350869	27	2000 Ford Crown Vic	2FAFP71W1YX206769
P-2	350870	36	2000 Ford Crown Vic	2FAFP71WXYX206785
Patrol	350876	37	2000 Ford Crown Vic	2FAFP71WXYX206771
Patrol	350868	72	2000 Ford Crown Vic	2FAFP71W8YX206770
P-4	350867	74	2000 Ford Crown Vic	2FAFP71W2YX206778
Patrol	350863	80	2000 Ford Crown Vic	2FAFP71W1YX206786
Safety Officer (Faries)	350872	76	2000 Ford Crown Vic	2FAFP71W3YX206787
Water Treatment (Medley)	350875	77	2000 Ford Crown Vic	2FAFP71W4YX206782
Parks (Priddy)	350879	79	2000 Ford Crown Vic	2FAFP71W5YX206774
Utility Maint. (Medley)	347254	80	2000 Ford Crown Vic	2FAFP71W7YX111522
Detective	350873	81	2000 Ford Crown Vic	2FAFP71W0YX206777
Utility Maint. (Medley)	350878	58	2000 Ford Crown Vic	2FAFP71W7YX206775
Patrol	350861	59	2000 Ford Crown Vic	2FAFP71W2YX206781
Patrol	350685	64	2000 Ford Crown Vic	2FAFP71W5YX206788
Patrol	988ABE	66	2000 Ford Excursion	1FMNU40L2YEA74154
Waste Water (Medley)	350871	P-1	2000 Ford Crown Vic	2FAFP71W8YX206784
City Barn (Helen)	350880	P-2	2000 Ford Crown Vic	2FAFP71W3YX206773
Oak Hill Cemetery	350866	56	2000 Ford Crown Vic	2FAFP71W7YX206789



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Oct 6, 2009, 9:02 AM ET S1

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CATEGORIES



- A -

All Vehicles - 734 items
Agriculture Equip/Commodities - 11 items
Aircraft and Aviation Parts, Equipment - 7 items
All Terrain Vehicles - 13 items
Ambulance - 3 items
Ammunition, Explosives, and Weapons - 4 items
Animals and Animal Equipment - 36 items
Arts and Crafts - 9 items
Automobiles - 349 items

- B -

Bags, All Types - 2 items
Barber and Beauty Shop Equipment - 1 items
Batteries, All Types - 1 items
Bicycles - 13 items
Boats and Marine Supplies - 6 items
Books - 1 items
Builders Supplies - 20 items
Buildings - 7 items
Buses, Transit and School - 24 items

- C -

Cable TV Equipment and Supplies - 21 items
Cafeteria and Kitchen Equipment - 57 items
Chemicals, All Types - 1 items
Clocks and Watches - 2 items
Clothing - 14 items
Collectibles - 13 items
Commodities - 2 items
Communication/Electronic Equipment - 127 items
Computers, Parts and Supplies - 428 items
Confiscated/Personal Property - 85 items
Containers - Storage/Shipping - 5 items

- D -

Displays and Exhibit Stands - 11 items
Driving Simulator - 1 items

Electrical Supplies - 13 items
Engineering Equipment and Supplies - 4 items
Equipment, Heavy - 46 items
Exercise Equipment - 23 items

- F -

Fire and Police Equipment - 137 items
Fire Trucks - 21 items
Forklifts - 3 items
Fuel Pumps - 1 items
Furniture/Furnishings - 209 items

- G -

Garbage and Refuse Containers - 2 items
Garbage Truck - 26 items
Generators - 11 items
Glass - 1 items
Golf Course Equipment - 9 items
Guns - 10 items

- H -

Highway Equipment - 9 items
HVAC Equipment - 22 items

- I -

Industrial Equipment - 68 items

- J -

Janitorial Equipment - 14 items
Jewelry - 10 items

- L -

Laboratory Equipment - 24 items
Laundry Equipment - 2 items
Library Equipment - 3 items
Lighting/Fixtures - 28 items
Lumber - 36 items

Motor Homes - 2 items
Motorcycles - 3 items
Mowing Equipment - 68 items
Music/Musical Equipmen

- N -

Nursery/Horticulture/Lan

- O -

Office Equipment - 209 it

- P -

Paper and Paper Produc
Photographic Equipment
Pipe, Valves, and Fittings
Playground Equipment -
Plumbing Equipment and
Printing and Binding Equ
Public Utility Equipment -

- R -

Road/Highway/Bridge - 1

- S -

Scales and Weighing App
School Equipment - 39 it
Security Equipment - 6 it
Sporting Equipment - 29
Survey Equipment - 11 it
SUV - 20 items
Sweeper - Parking Lot/W
Sweeper - Street - 1 item

- T -

Tanks - Water, Fuel, Oil,
Tires and Tubes - 15 it
Tools, All Types - 120 it
Towers - Water/Fire/Tra

- E -

Educational - 4 items
Election Equipment - 1 items

- M -

Machinery - 17 items
Mailing Equipment - 3 items
Material Handling Equipment - 5 items
Medical/Dental Equipment - 42 items
Metal, Scrap - 15 items
Metals, Precious - 1 items
Miscellaneous Vehicles - 6 items

Tractor - Farm - 15 items
Traffic Signals and Contr
Trailers - 36 items
Trucks, Heavy Duty 1 ton
Trucks, Light Duty under

- V -

Vans - 45 items
Vehicle Equipment/Parts

- W -

Welding Equipment - 11 items

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McAlester City Council

AGENDA REPORT

Meeting Date:	<u>October 13, 2009</u>	Item Number:	<u>4</u>
Department:	<u>Community Services</u>	Account Code:	<u>N/A</u>
Prepared By:	<u>Peter Stasiak</u>	Budgeted Amount:	<u>Grants</u>
Date Prepared:	<u>October 6, 2009</u>	Exhibits:	<u>(1) Consulting Services Agreement</u>

Subject

Consider and act upon a Professional Consulting Services Agreement with LBR Inc. for the McAlester Regional Airport.

Recommendation

Motion to approve and act upon entering into a professional consulting services agreement with LBR Inc.

Discussion

The attached Consulting Agreement provides engineering services related to the McAlester Regional Airport. LBR Inc. will be the consulting firm that interacts with the Federal Aviation Administration (FAA) and the Oklahoma Aeronautics Commission (OAC) on behalf of the City of McAlester for grant applications. The consulting agreement is for a non specified period of time, but has a termination clause that either party may terminate the agreement with thirty (30) days' written notice of either party.

Approved By

		<i>Initial</i>	<i>Date</i>
Department Head			
Acting City Manager	Peter Stasiak		<u>October 6, 2009</u>

AGREEMENT FOR PROFESSIONAL AIRPORT CONSULTING SERVICES

THIS AGREEMENT, made as of the _____ day of _____, 2009, by and between the **City of McAlester**, hereinafter called the Owner, and **LBR Inc.**, hereinafter called the Engineer.

NOW THEREFORE, the Owner and the Engineer, for the considerations hereinafter set forth, agree as follows:

SECTION I--BASIC SERVICES OF THE ENGINEER

A. General

1. The Engineer agrees to perform airport consulting services in connection with engineering, planning, and coordination of any airport maintenance or capital improvement project, and management consultation for **McAlester Regional Airport** as shown on Exhibit B, authorized by Amendment and signed by the Owner and Consultant.
2. The Engineer shall serve as the Owner's professional representative in all phases of the Project, and shall give consultation and advice to the Owner during the performance of his services.

B. Preliminary Cost Estimate and Programming Documents

1. The Engineer shall prepare preliminary cost estimate and programming documents of the Project. Programming documents shall be based upon the Engineer's evaluation of design requirements, criteria and results of any investigations by others of the type described in Section I, B, 1, b, authorized by Owner upon Engineer's recommendation. Work to be performed by the Engineer during this preliminary cost estimate and programming document phase shall consist of:
 - a. Consulting and coordinating with the Owner to determine the requirements of the Project.
 - b. Providing consultation and advice as to the necessity of providing or obtaining other services such as property or boundary surveys, topographic and utility surveys, core drilling and subsurface surveys, laboratory testing and inspection of material samples and other special consultation, and act as the Owner's representative in connection with any such services.
 - c. Based on the Engineer's evaluation of requirements and results of services conducted by others of the types described in Section I, B, 1, b, above, preparing programming documents for the Project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the Owner, to

prepare programming documents and sketches and a preliminary cost estimate for the Project, and to set forth the Engineer's recommendations.

- d. Submitting to the Federal Aviation Administration (FAA) all necessary documents for project management.
 - e. Submitting to the Oklahoma Aeronautics Commission (OAC) all necessary documents for project management.
2. The Engineer will furnish the programming documents and preliminary cost estimates to the Owner along with sufficient and necessary copies to FAA and the OAC for review and approval.

C. Final Design

1. After written authorization to proceed with the final design phase, the Engineer shall prepare construction drawings and specifications for the Project. Detailed construction drawings and specifications shall, where appropriate, be based upon approved preliminary design, visual inspection of the Project site and detailed surveys conducted at the site of the Project and shall be limited to only those necessary, in the opinion of the Engineer, to provide information and control necessary for clear definition of construction required. Surveys conducted at the site under provision of this paragraph shall not include performance of services described in Section I, B, 1, b.
 - a. The Engineer is authorized to negotiate with a Registered Land Surveyor, having adequate errors and omission's insurance coverage, a contract between the Engineer and the Surveyor for performance of such survey work under terms mutually acceptable to all parties.
2. The Engineer will secure for the Owner, where required, the approval of the FAA / OAC of the plans and specifications and will furnish to the FAA / OAC all necessary documents required for securing a grant-in-aid for financing the Project.
3. When required, the Engineer shall prepare a "Construction Materials Quality Control Plan" to be submitted to FAA. At a minimum, the plan shall list all materials to be tested during construction, the appropriate time for testing, the ASTM test designation, name by which the test is commonly referred, and the frequency of testing required.
4. The Engineer will advise the Owner and the FAA / OAC of any adjustments of the cost estimate for the Project caused by changes in scope, design requirements or construction costs and furnish a revised cost estimate for the Project on the completed drawings and specifications.

5. The Engineer shall prepare Proposal forms and Notice to Bidders and assist the Owner in the preparation of the Contract Documents.
6. The Engineer shall prepare adequate copies of the Contract Documents, Construction Plans and Specifications for advertisement purposes.
7. The Engineer shall advise and assist the Owner in obtaining and evaluating bids and awarding contracts for the construction of the Project, but shall have no liability to prospective bidders.

D. Construction Phase

1. After written authorization to proceed with construction, the Engineer shall perform, solely for benefit of the Owner, inspection and advisory services to review the Contractor's progress in accordance with the Contract Documents, plans and specifications, without altering the Contractor's sole responsibility to comply therewith, which professional services shall include the following:
 - a. Make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents. He will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. He will not be responsible for the techniques and sequences of construction and he will not be responsible for the Contractor's failure to perform the construction work in accordance with the Contract Documents. During such visits and on the basis of his on-site observations as an experienced and qualified design professional, he will keep the Owner informed of the progress of the work and will inform the Owner of all material variances from the plans and specifications.
 - b. Check and approve samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of materials and equipment and other data which the Contractor is required to submit only for conformance with the information given by the Plans and Specifications provided that approval of samples does not make the Engineer a guarantor or responsible for work and reports of testing laboratories, which shall have contractual relationship with the Owner and not the Engineer.
 - c. Consult with and advise the Owner, act as the Owner's representative at the Project site, issue on behalf of the Owner all instructions of the Owner to the Contractor, prepare routine change orders as required and request approval of any overruns prior to the overrun work being accomplished.
 - d. The Engineer shall prepare a "Construction Materials Quality Control Summary" to be submitted at project completion to the

FAA. At a minimum, the summary shall include a list of all tests performed showing the dates, location, pass or fail, results of retests, and whether or not the test is eligible or ineligible under the Federal program. The Summary will include a certification that all testing was completed in accordance with the "Construction Materials Quality Control Plan".

- e. The Engineer shall prepare a summary of materials not passing and the penalty called for by the specifications. This summary shall be submitted to FAA at project completion and will indicate when and to what extent penalties are imposed. The penalties assessed will be itemized in the following pay request.
 - f. Based on his on-site observations as an experienced qualified design professional and on his review of the Contractor's application for payment, determine the amount owing to the Contractor in such applications; such recommendations of payment to constitute a representation to the Owner, based on such observations and review data comprising such applications, that the work has progressed to the point indicated and that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents and any qualifications stated in his recommendation.
 - g. Conduct, in company with the Owner, a final inspection of the Project for conformance with the design concept of the Project and compliance with the information given by the Contract Documents and approve, in writing, final payment to the Contractor(s).
- 2. Upon completion of construction, the Engineer shall furnish the FAA / OAC an as-built drawing.
 - 3. Upon completion of construction, the Engineer shall furnish the Owner, on request, three (3) sets of as-built drawings.
 - 4. The Engineer shall prepare all necessary forms for final and partial payments due the Owner and secure the necessary signatures for these forms.

SECTION II--ADDITIONAL SERVICES OF THE ENGINEER

A. General

- 1. If requested, the Engineer shall furnish additional services of the following types which will be paid by the Owner as indicated in Section V, A.

- a. Obtain or furnish property or boundary surveys necessary for drawing up a sufficient property map (Exhibit "A" to the Project Application).
- b. Furnish topographic and utility surveys necessary for construction plans and as-built drawings.
- c. Furnish construction staking and a benchmark.

B. Resident Project Services

1. The Owner or the Engineer shall furnish a full-time resident project representative during construction.
2. The duties, responsibilities and limitations on the authority of the resident project representative shall be set forth in Exhibit "A" which is attached to and made a part of this Agreement.
3. If the Engineer is to provide Resident Project Services, payment for these services shall be as shown in Section V, C.
4. Through directing the continuous on-site observations of the work in progress and field checks of materials and equipment by the resident project representative, the Engineer will endeavor to provide further protection for the Owner against defects and deficiencies in the work of the Contractor(s), but the directing of such resident project representation shall not make the Engineer responsible for the Contractor's failure to perform the construction work in accordance with the Contract Documents, or relieve the Contractor of primary responsibility to comply with the Contract Documents, plans and specifications.

C. Use of Local Surveying Services

1. If preferred by the Owner, local surveying services may be obtained instead of the services to be furnished under Section II, A, 1. The Owner shall pay for such local surveying services.
2. The local surveying service shall work with the Engineer and at his directions; however, the Engineer shall not be required to give full-time or even part-time supervision of the local services.
3. The Engineer shall not be held responsible in any manner for the services furnished by the local surveying service. In the event errors develop in the plans or specifications that are attributable to the services of the local surveyor, the Engineer shall not be responsible for these errors.

SECTION III--THE OWNER'S RESPONSIBILITY

The Owner shall:

- A. Provide full information as to the requirements of the Project.
- B. Assist the Engineer by placing at his disposal all available information pertinent to the site of the Project including previous reports and any other data relative to design and construction of the Project.
- C. Guarantee access to and make all provisions for the Engineer to enter upon public and private lands as required for the Engineer to perform his work under this Agreement.
- D. Authorize and furnish additional services required at Owner's expense as described in Section I, B, 1, b, to enable completion of detail design by the Engineer.
- E. Examine all studies, reports, sketches, estimates, drawings, specifications, proposals and other documents presented by the Engineer, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of the Engineer.
- F. Advertise for proposals from bidders, open the proposals at the appointed time and place and pay for all costs' incident thereto.
- G. Provide such legal, accounting and insurance counseling services as may be required for the Project and such auditing service as the Owner may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract.
- H. Give the Engineer its full assistance in obtaining approval of all governmental authorities having jurisdiction over the Project and such other approvals and consents from such other individuals or bodies as may be necessary for completion of the Project.
- I. Furnish, or direct the Engineer to furnish at the Owner's expense, necessary additional services as stipulated in Section II of this Agreement, or other services as required.
- J. Designate in writing a person to act as Owner's representative with respect to work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this Agreement.

SECTION IV--PERIOD OF SERVICE

Unless sooner terminated, as provided in Section VI, A, this Agreement shall remain in force for a period that may reasonably be required for the design, award of contracts and construction of the Project, including extra work and any required extension thereto.

This Agreement may be amended from time to time to add subsequent phases of this project or to add other projects.

SECTION V--PAYMENTS TO THE ENGINEER

A. Payment for Services under Section I, B, and Section II, A:

1. The Owner represents that an adequate and proper appropriation of funds has been made to cover the payment obligations hereby incurred to the Engineer.
2. The Owner shall pay the Engineer for services performed under Section I, B, Preliminary Cost Estimate and Programming Documents, an amount equal to 40% of the lump sum fee referred to in Section V, B.
3. The Owner shall pay the Engineer for services performed under Section II, A, Additional Services of the Engineer, on the basis of a lump sum fee to be negotiated at the time such Additional Services are required. This lump sum fee shall be authorized by an amendment to this Agreement.
4. Payment for these services shall be made monthly upon representation of the Engineer's detailed statement.

B. Payment for Final Design and Construction Phase under Sections I, C and I, D:

The Owner shall pay the Engineer for the services under Sections I, C and I, D a lump sum fee to be established and authorized by an Amendment to this Agreement.

Payments for these services shall become due at the completion of each phase of the work and shall amount to the following percentages of the total fee for each phase:

- 40% upon completion of preliminary cost estimates and programming documents
- 40% upon approval of final plans and specifications
- 20% upon completion of construction and final closeout documents.

C. Payment for Resident Project Services under Section II, B:

If the Owner requests the Engineer to provide Resident Project Services, a lump sum fee shall be determined and authorized by an Amendment to this Agreement.

D. General

1. If this Agreement is terminated upon completion of any phase of the Engineer's services, progress payments are to be made in accordance with Section V.B. and shall constitute total payment for services rendered. If this Agreement is terminated during any phase of the work, the Engineer shall be paid for services performed during such phase on the basis of his reasonable estimate of the portion of such phase completed prior to the termination. In the event of termination, the Engineer shall be paid all terminal expenses' resulting there from plus payment for additional services then due.

2. If, prior to termination of this Agreement, any work designed or specified by the Engineer during any phase of the work is suspended in whole or in part for more than three (3) months, or abandoned after written notice from the Owner, the Engineer shall be paid for services performed prior to receipt of such notice from the Owner.

E. Every effort will be made to assist the Owner in procurement of Federal and / or State funding assistance for the project. If it is determined that Federal or State funding assistance cannot be obtained for a project, the Engineer will secure written approval from the Owner before proceeding, beyond the point of such determination, with the engineering or construction of said project.

SECTION VI--GENERAL CONSIDERATIONS

A. This Agreement may be terminated by either party by thirty (30) days' written notice by either party. If this Agreement is so terminated, the Engineer shall be paid as provided in Sections V, D, 1 and V, D, 2; however, the Engineer shall be required to furnish an accounting of all costs.

B. Since the Engineer has no control over the cost of labor and materials, or other competitive bidding and market conditions, the estimates of construction cost provided for herein are to be made on the basis of his experience and qualifications; but the Engineer does not guarantee the accuracy of such estimates as compared to the Contractor's bids on the Project construction costs.

C. Remedies. Claims, disputes and other matters in question arising out of or relating to this Agreement or the breach thereof may be submitted for settlement by arbitration only if both parties agree to such submission. Said Agreement to arbitrate shall be specifically enforceable in accordance with the rules and regulations of the American Arbitration Association and

judgment upon any award rendered may be entered upon it in accordance with applicable law in any Court having jurisdiction thereof.

- D. **Engineer's Insurance.** The Engineer shall acquire and maintain comprehensive general liability and automobile liability insurance coverage. The limits applicable to comprehensive general liability and automobile liability shall be as follows:

Comprehensive General Liability

Bodily Injury, each occurrence	1,000,000
Property Damage, each occurrence	600,000

Automobile Liability--Automobiles and trucks owned, non-owned and hired

Bodily Injury, each person	100,000
Bodily Injury, each occurrence	300,000
Property Damage, each occurrence	50,000

Workmen's Compensation Statutory

- E. **Contractor's Insurance.** Prior to commencement of work, the Owner shall require the Contractor(s) and any Sub-contractor(s) to furnish to the Owner through the Engineer triplicate copies of Certification of Insurance or copies of policies indicating all exclusions; and showing that the Contractor is carrying insurance as required by the project specifications and contract documents, at his own expense in reliable insurance companies satisfactory to the Owner and authorized to do business in the State of Oklahoma.
- F. **Indemnity.** The Owner will require that any Contractor or Subcontractors performing work in connection with drawings and specifications produced under this Agreement hold harmless, indemnify and defend the Owner and the Engineer, their consultants and each of their officers, agents and employees from any and all liability claims, losses or damage arising out of or alleged to arise from the Contractor's (or Subcontractor's) negligence in the performance of the work described in the Construction Contract Documents, but not including liability that may be due to the sole negligence of the Owner, the Engineer, their consultants or their officers, agents and employees.
- G. The FAA, OAC, Owner, Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Engineer which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. The Engineer shall maintain all required records for three years after Owner makes final payment and all pending matters are cleared.
- H. The Owner and the Engineer each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement;

except as above stated neither the Owner nor the Engineer shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto.

- I. After completion of the Project, the Engineer shall provide the Owner, documentation prepared under this contract including as-built construction plans, if requested. Basic survey notes and sketches, charts, computations, and other data shall be made available, upon request, to the Owner without restriction or limitation on their use. In the event the Owner does not have proper storage facilities for the protection of full size drawings, he may request the Engineer to retain the drawings with the provision that they will be made available without restriction upon written request or he may request disc copies of digital files.
- J. Nothing in this contract shall be construed as preventing the Owner from acquiring elsewhere the services discussed in Section II.
- K. The enclosed Title VI Assurances are hereby made a part of this Agreement.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement the day and year first written above.

LBR Inc.

CITY OF McALESTER


Executive Vice President

Mayor

ATTEST

ATTEST


Assistant Secretary

City Clerk



(Seal)

CERTIFICATION OF LEGALITY:
Approved as to form and legality

By _____
City Attorney

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1 TO STANDARD DOT TITLE VI ASSURANCES

During the performance of this contract, the OBSERVER, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to--
 - a. withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. cancellation, termination, or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES

1. **Policy.** It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this agreement.
2. **DBE Obligation.** The contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

EXHIBIT "A"

DUTIES, RESPONSIBILITIES AND LIMITATIONS OF THE RESIDENT PROJECT REPRESENTATIVE

- A. **GENERAL**--The Resident Project Representative is the Owner's Agent subject to supervision and direction by the Consultant only.
- B. **DUTIES AND RESPONSIBILITIES**--The Resident Project Representative shall:
1. **Schedule:** Review the construction schedule prepared by the Contractor for compliance with the contract and give written advice to the Consultant concerning its acceptability.
 2. **Conferences:** Attend pre-construction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with the Consultant, and notify those expected to attend in advance. Maintain and circulate copies of records of the meetings.
 3. **Liaison:** (a) Serve as the Consultant's liaison with the Contractor, working principally through the Contractor's field superintendent. (b) Co-operate with the Contractor in his dealings with the various local agencies having jurisdiction over the Project in order to complete service connections to public utilities and facilities. (c) Assist the Consultant in obtaining from the Owner additional details or information, when required at the job site, for proper execution of the work.
 4. **Approvals:** When required, assist the Consultant in obtaining from the Contractor a list of his proposed suppliers and subcontractors.
 5. **Samples:** Assist the Consultant in obtaining field samples of materials delivered to the site, which are required to be furnished.
 6. **Shop Drawings:** (a) Receive approved shop drawings and other submissions from the Consultant; record data received, maintain a file of the drawings and submissions, and check construction for compliance with them. (b) Alert the Contractor's field superintendent when he observes materials or equipment being installed before approval of shop drawings or samples, where such are required, and advise the Consultant when he believes it is necessary to disapprove work as failing to conform to the Contract Documents.
 7. **Review of Work, Inspections and Tests:** (a) Conduct on-site observations of the work in progress for the Consultant as a basis for determining that the Project is proceeding in accordance with the Contract Documents. (b) Verify that tests, including equipment and systems startup, which are required by the Contract Documents, are conducted and that the Contractor maintains adequate records thereof; observe, record and report to the Consultant appropriate details relative to the test procedure and startups. (c) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the findings of these inspections, and report it to the Consultant.
 8. **Interpretation of Contract Documents:** Transmit to the Contractor the Consultant's interpretations of the Contract Documents.

9. Modifications: Consider and evaluate Contractor's suggestions for modifications in drawings or specifications, and report them with recommendations to the Consultant.
10. Records: (a) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original contract documents including all addenda, change orders and additional drawings issued subsequent to the award of the contract, the Consultant's interpretations of the Contract Documents, progress reports and other Project-related documents. (b) Keep a diary or log book, recording hours on the job site, weather conditions, list of visiting officials, daily activities, decisions, observations in general and specific observations in more detail, as in the case of observing test procedures and results thereof. (c) Record names, addresses and telephone numbers of all contractors, subcontractors, and major material suppliers. (d) Maintain a set of drawings on which authorized changes are noted and deliver to the Consultant at the completion of the Project.
11. Reports: (a) Furnish the Consultant periodic reports, as required, of progress of the Project and the Contractor's compliance with the approved construction schedule. (b) Consult with the Consultant in advance of scheduled major tests or start of important phases of the Project.
12. Payment Requisitions: Review applications for payment with the Contractor for compliance with established procedure for their submission and forward them with recommendations to the Consultant, noting particularly their relation to the work completed and materials and equipment delivered at the site.
13. Guarantees, Certificates, Maintenance and Operation Manuals: During the course of the work, assemble guarantees, certificates, maintenance and operation manuals and other required data to be furnished by the Contractor and, upon acceptance of the Project, deliver this material to the Consultant for his approval and forwarding to the Owner.
14. Completion: (a) Prior to final inspection, submit to the Contractor a list of observed items requiring correction and verify that each correction has been made. (b) Conduct final inspection in the company of the Consultant and the Owner and prepare a final list of items to be corrected. (c) Verify that all items on final list have been corrected and make recommendations to the Consultant concerning acceptance.
15. Be present on the job site during construction activity.

C. **LIMITATION OF AUTHORITY**--Except upon written instructions of the Consultant the Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents.
2. Shall not undertake any of the responsibilities of the Contractor, the subcontractors or the Contractor's field superintendent.
3. Shall not expedite the work for the Contractor.
4. Shall not advise on or issue directions relative to any aspect of the construction technique or sequence unless a specific technique or sequence is called for in the Contract Documents.

5. Shall not authorize the Owner to occupy the Project in whole or in part prior to final acceptance of the work.
6. Shall not participate in specialized field or laboratory tests.

END OF EXHIBIT "A"

EXHIBIT B

McAlester Regional Airport McAlester, Oklahoma

In addition to the project, as advertised, the City of McAlester may require any or all of the following services from the Airport Consultant during the Contract period:

Complete Studies, Design, Engineering, Geotechnical, Preliminary or Construction Testing, Inspection, Boundary or Topographic Surveys, Aerial Photography or Photo Slope Photography, Complete any DBE Requirements, and Engineering Reports, Cost Estimates, and Planning Documents as required for the following projects:

Rehabilitate, Construct or Reconstruct, Mark and Light the Parallel, Partial Parallel, Connecting Taxiway and the Terminal Apron Systems serving the Runway; Improve Airport Drainage and Erosion Control; Remove Obstructions; Improve All Safety Areas, and Complete Approach Slope Surveys for Runway 01 and 19; Conduct Airport Master Plan, Action Plans; Update Airport Layout Plan; Complete Runway and Taxiway Extension; Construction of Hangars; New Terminal Building; Hangar Access Aprons and Taxi-lanes; Terminal Aprons; Airport Access or Auto Parking Facilities; Service Roads; Noise Study; Road or Railway Improvements or Relocations; New Utility or Utility Relocation Projects; Other Partial Parallel or Connecting Taxiways, and Any Runway Rehabilitation or Reconstruction; Install Vertical/Visual Guidance Systems; Perimeter and Security Fencing; Any Airport Lighting or Electrical Systems; Guidance Signs, Beacon, Wind Indicators, or other Airport Visual Indicators; Any services required for Land Acquisition, Land Acquisition for Approaches, Development, or Airspace Requirements or Protection; Environmental Work for any Airport Project; Memorandum of Agreements or Facilities Requirements; Install Precision Instrument Approaches and Approach Lights or Navigation Aids.

Complete the following Capital Improvement Planning projects: Known and Unknown Resources, Immediate; Short, Medium, and Long Range Capital and Developmental Planning as required by the OAC, FAA, or Sponsor.



McAlester City Council

AGENDA REPORT

Meeting Date: October 13, 2009 Item Number: 5
Department: Acting City Manager
Peter Stasiak for
Prepared By: Councilman Fiedler Account Code: N/A
Date Prepared: October 5, 2009 Budgeted Amount: N/A
Exhibits: N/A

Subject

Update on the City of McAlester booth and exhibit at the Tulsa State Fair held October 1, 2009 thru October 11, 2009.

Recommendation

No action required.

Discussion

No action required.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head		
Acting City Manager	Peter Stasiak 	October 5, 2009



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>October 13, 2009</u>	Item Number:	<u>6</u>
Department:	<u>Acting City Manager</u>		
	<u>Peter Stasiak for</u>		
Prepared By:	<u>Councilman Fiedler</u>	Account Code:	<u>N/A</u>
Date Prepared:	<u>October 5, 2009</u>	Budgeted Amount:	<u>N/A</u>
		Exhibits:	<u>N/A</u>

Subject

Donation of bench from Webcoat Innovations.

Recommendation

It is recommended that the City of McAlester accept the donation of a bench from Webcoat Innovations.

Discussion

No discussion required.

Approved By

		<i>Initial</i>	<i>Date</i>
Department Head			
Acting City Manager	Peter Stasiak	<u>PJS</u>	<u>October 5, 2009</u>



McAlester City Council

AGENDA REPORT

Meeting Date: October 13, 2009 Item Number: 7
Department: Finance
Prepared By: Gayla Duke Account Code: _____
Date Prepared: October 5, 2009 Budgeted Amount: _____
Exhibits: Three

Subject

Consider, and act upon, approval the Amendment to the ACH Origination Agreement with First National Bank & Trust Co. of McAlester. Said agreement is for processing ACH transmittals for payroll direct deposits.

Recommendation

Motion authorizing the Mayor to sign the Amendment to ACH Origination Agreement. Said original agreement with the bank is dated May 26, 2004.

Discussion

Attached is the proposed Amendment to the ACH Origination Agreement with First National Bank & Trust Co. of McAlester as well as the original agreement with the bank dated May 26, 2004.

Approved By

	Initial	Date
Department Head	GDD	10/5/09
City Manager	<i>PJS</i>	10-6-09



September 15, 2009

City of McAlester
P. O. Box 578
McAlester, OK 74502-0578

RE: ACH Origination Agreement

Dear ACH Processor:

Due to new regulations and rules in regards to International ACH Transactions, please be advised that First National Bank will not accept or process International ACH Transactions contained in data submitted by you as an ACH Originator.

Please review the enclosed Amendment and sign one copy for return to us for our records. A stamped-self-addressed envelope is enclosed for your convenience.

Also enclosed is information concerning the new regulations and rules and if you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Tom Lucas". The signature is written in black ink and is positioned to the right of the word "Sincerely,".

Tom Lucas
Cashier

Enclosure

AMENDMENT TO ACH ORIGINATION AGREEMENT

This Amendment is made to the First National Bank & Trust Co. ACH Origination Agreement, previously executed on June 1, 2004 by and between City of McAlester ("Company") and First National Bank & Trust Co. of McAlester, Oklahoma ("Financial Institution").

Under provision as stated in the above referenced agreement, Financial Institution hereby amends the above referenced agreement as follows with effective date of amendments being September 18, 2009:

1. On Page 1 Paragraph A. under the section titled "Recitals" is hereby amended to read as follows:

A. *Company wishes to initiate Credit and Debit Entries by means of the Automated Clearing House Network (ACH) pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association (NACHA) (the "Rules"), and EPCOR formerly known as Mid-America Payment Exchange (MPX), and Financial Institution is willing to act as an Originating Depository Financial Institution with respect to such Entries with the exception of International ACH Transactions (IAT). Any transmission submitted to Financial Institutions containing any debit or credit entry identified as an IAT will be denied for transmittal and this communicated to Company's contact personnel.*

2. The second paragraph of Schedule A – Transmittal of Entries by Company is hereby amended to read as follows:

Transmissions of entries for consumer credit transactions will be delivered to the Financial Institution's Processing Control via BankOnIT's secure upload service SecureYourDocs, and within the times frames as stated below. In case of failure of company's ability to transmit via SecureYourDocs to Cash Management, delivery will be accepted via disk.

All other terms and conditions contained in the above referenced agreement that are not hereby amended as stated above are to remain in full force and effect.

FIRST NATIONAL BANK & TRUST CO.

By: _____

Tom Lucas, Cashier

Date: _____

9/15/09

AMENDMENT ACKNOWLEDGED BY:

City of McAlester

By: _____

Date: _____

Print/Type Name: _____

Title: _____

FIRST NATIONAL BANK & TRUST CO. ACH ORIGINATION AGREEMENT

This Agreement, dated as of June 1, 2004 is between City of McAlester (the "Company") and First National Bank & Trust Co., of McAlester, Oklahoma, (the "Financial Institution").

RECITALS

A. Company wishes to initiate Credit and/or Debit Entries by means of the Automated Clearing House Network (ACH) pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association (NACHA) and the Mid-America Payment Exchange (MPX), the *Rules*, and Financial Institution is willing to act as an Originating Depository Financial Institution with

B. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the *Rules*. The term "Entries" shall have the meaning provided in the *Rules* and shall also mean the data received from Company hereunder from which Financial Institution prepares Entries.

AGREEMENT

1. Transmittal of Entries By Company.

Company shall transmit Credit and/or Debit Entries to Financial Institution to the location(s) and in compliance with the formatting and other requirements as set forth in the *Rules* and this Agreement as further defined in Schedule A attached hereto.

The total dollar amount of Entries transmitted by Company to Financial Institution on any one day shall not exceed \$ 20,000.00, without prior approval by the Financial Institution.

The Company shall comply with the *Rules* as in effect from time to time and acknowledges that Entries may not be initiated that violate the law of the United States. The Company acknowledges that ACH transactions are subject to applicable U. S. Law and will comply with all *Rules*, and regulations governing ACH processing which include but are not limited to: ACH Operating Rules, NACHA, Federal Regulation E, Office of Foreign Assets Control Regulations, certain Codes of Federal Regulations and other codes such as the Uniform Commercial Code Article 4A.

The Company acknowledges that as a participant in the ACH Network that it may be held accountable for sanctions violations under the U. S. Treasury Department's Office of Foreign Assets Control Regulations (OFAC) and will be responsible to obtain and remain current with OFAC enforced sanctions.. OFAC administers economic sanctions and embargo programs that require that assets and transactions involving the interests of target countries, target country nationals, and other specifically identified companies and individuals be frozen. A website, <http://www/treas.gov/ofac>, and hotline 1-800-540-OFAC has been set up to obtain up-to-date information regarding OFAC.

2. Security Procedure.

(a) Company and Financial Institution shall comply with the security procedure requirements described in Schedule A attached hereto with respect to Entries transmitted by Company to Financial Institution. Company acknowledges that the purpose of such security procedure is for verification of authenticity of the sender of the Entries and not to detect an error in the transmission or content of an Entry. No security procedure for the detection of any such error has been agreed upon between the Financial Institution and Company.

(b) Company is strictly responsible to establish and maintain the procedures to safeguard against unauthorized transmissions. Company warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the security procedures and any passwords, codes, security devices and related instructions provided by the Financial Institution in connection with the security procedures described in Schedule B. If Company believes or suspects that any such information or instructions have been known or accessed by unauthorized persons, Company agrees to notify Financial Institution immediately followed by written confirmation. The occurrence of unauthorized access will not affect any transfers made in good faith by Financial Institution prior to receipt of such notification and within a reasonable time period to prevent unauthorized transfers.

3. Compliance With Security Procedure.

(a) If an Entry received by Financial Institution purports to have been transmitted or authorized by Company, it will be deemed effective as Company's Entry (or request) and Company shall be obligated to pay Financial Institution the amount of such Entry even though the Entry (or request) was not authorized by Company, provided Financial Institution accepted the Entry in good faith and acted in compliance with the security procedure referred to in Schedule B with respect to such entry. If signature comparison is to be used as a part of that

security procedure, Financial Institution shall be deemed to have complied with that part of such procedure if it compares the signature accompanying a file of Entries (or request for cancellation or amendment of an Entry) received with the signature of an authorized representative of Company (an "Authorized Representative") and, on the basis of such comparison, believes the signature accompanying such file to be that of such authorized representative.

(b) If an Entry received by Financial Institution was transmitted or authorized by Company, Company shall pay Financial Institution the amount of the Entry, whether or not Financial Institution complied with the security procedure referred to in Schedule B with respect to that Entry and whether or not that Entry was erroneous in any respect or that error would have been detected if Financial Institution had complied with such procedure.

4. Recording and Use of Communications.

Company and Financial Institution agree that all telephone conversations or data transmissions between them or their agents made in connection with this Agreement may be electronically recorded and retained by either party by use of any reasonable means.

5. Processing, Transmittal And Settlement By Financial Institution.

(a) Except as provided in Section 6, On-Ups Entries and Section 7, Rejection of Entries, Financial Institution shall

- (i) process Entries received from Company to conform with the file specifications set forth in the Rules,
- (ii) transmit such Entries as an Originating Depository Financial Institution to (the "ACH") acting as an Automated Clearing House Operator, and
- (iii) settle for such Entries as provided in the Rules.

(b) Financial Institution shall transmit such Entries to the ACH by the deadline of the ACH set forth in Schedule C attached hereto one or two business days prior to the Effective Entry Date shown in such Entries, provided

- (i) such Entries are received by Financial Institution's related cut-off time set forth on Schedule C on a business day,
- (ii) the Effective Entry Date is at least one or two business days after such business day, and
- (iii) the ACH is open for business on such business day.

For purposes of this Agreement a "business day" is a day on which Financial Institution is open to the public for carrying on substantially all of its business other than a Saturday or Sunday, and Holidays as described on Schedule D attached hereto, Entries shall be deemed received by Financial Institution, in the case of transmittal by disk, when received by Financial

Institution at the location set forth in Schedule A, and in the case of transmittal by electronic transmission, when the transmission (and compliance with any related security procedure provided for herein) is completed as provided in Schedule A.

(c) If any of the requirements of clause (i), (ii) or (iii) of Section 5(b) is not met, Financial Institution shall use reasonable efforts to transmit such Entries to the ACH by the next deposit deadline of the ACH following that specified in Schedule C which is a business day and a day on which the ACH is open for business.

6. On-Us Entries.

Except as provided in Section 7, Rejection of Entries, in the case of an Entry received for credit to an account maintained with Financial Institution (an "On-Us Entry"), Financial Institution shall credit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in clauses (i) and (ii) of Section 5(b) are met. If either of those requirements is not met, Financial Institution shall use reasonable efforts to credit the Receiver's account in the amount of such Entry no later than the next business day following such Effective Entry Date.

7. Rejection of Entries.

Financial Institution may reject any Entry which does not comply with the requirements of Section 1, Transmittal of Entries By Company, or Section 2, Security Procedure, or which contains an Effective Entry Date more than two days after the business day such Entry is received by Financial Institution. Financial Institution may reject an On-Us Entry for any reason for which an Entry may be returned under the *Rules*. Financial Institution may reject any Entry if Company has failed to comply with its account balance obligations under Section 11, The Account. Financial Institution may reject any entry if Company does not adhere to security procedures as described in Schedule B. Financial Institution shall notify Company by telephone of such rejection no later than the business day such Entry would otherwise have been transmitted by Financial Institution to the ACH or, in the case of an On-Us entry, its Effective Entry Date. Notices of rejection shall be effective when given. Financial Institution shall have no liability to Company by reason of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein.

8. Cancellation or Amendment By Company.

Company shall have no right to cancel or amend any Entry after its receipt by Financial Institution. However, if such request complies with the security procedures described in Schedule B for the cancellation of Data, Financial Institution shall use reasonable efforts to act on a request by Company for cancellation of an Entry prior to transmitting it to the ACH or, in the case of an

On-Us Entry, prior to crediting a Receiver's account, but shall have no liability if such cancellation is not effected. Company shall reimburse Financial Institution for any expenses, losses, or damages Financial Institution may incur in effecting or attempting to effect Company's request for the reversal of an entry.

9. Notice of Returned Entries.

Financial Institution shall notify Company by [phone] [electronic transmission] of the receipt of a returned entry from the ACH no later than [one business day] after the business day of such receipt. Except for an Entry retransmitted by Company in accordance with the requirements of Section 1, Transmittal of Entries By Company, Financial Institution shall have no obligation to retransmit a returned Entry to the ACH if Financial Institution complied with the terms of this Agreement with respect to the original Entry.

10. Payment by Company for Entries.

Company shall pay Financial Institution the amount of each Entry transmitted by Financial Institution pursuant to this Agreement at such time on the [Settlement Date with respect to] [date of transmittal by Financial Institution of] such Entry as Financial Institution, in its discretion, may determine, and the amount of each On-Us Entry at such time on the Effective Entry Date of such Entry as Financial Institution, in its discretion, may determine.

11. The Account.

Financial Institution may, without prior notice or demand, obtain payment of any amount due and payable to it under this Agreement by debiting the account(s) of Company identified in Schedule D attached hereto (the "Account"), and shall credit the Account for any amount received by Financial Institution by reason of the return of an Entry transmitted by Financial Institution for which Financial Institution has previously received payment from Company. Such credit shall be made as of the day of such receipt by Financial Institution. Company shall at all times maintain a balance of available funds in the Account sufficient to cover its payment obligations under this Agreement. In the event there are not sufficient available funds in the Account to cover Company's obligations under this Agreement, Company agrees that Financial Institution may debit any account maintained by Company with Financial Institution or any affiliate of Financial Institution or that Financial Institution may set off against any amount it owes to Company, in order to obtain payment of Company's obligations under this Agreement.

12. Account Reconciliation.

Entries transmitted by Financial Institution or credited to a Receiver's account maintained with Financial Institution will be reflected on Company's periodic statement issued by Financial Institution with respect to the Account pursuant to the agreement between Financial Institution and Company. Company agrees to notify Financial Institution promptly of any discrepancy between Company's records and the information shown on any periodic statement. If Company fails to notify Financial Institution of any discrepancy within thirty (30) days of receipt of a periodic statement containing such information, Company agrees that Financial Institution shall not be liable for any other losses resulting from Company's failure to give such notice or any loss of interest or any interest equivalent with respect to an Entry shown on such periodic statement. If Company fails to notify Financial Institution of any such discrepancy within 30 days of receipt of such periodic statement, Company shall be precluded from asserting such discrepancy against Financial Institution.

13. Company Representations And Agreements; Indemnity.

With respect to each and every Entry initiated by Company, Company represents and warrants to Financial Institution and agrees that

(a) each person shown as the Receiver on an Entry received by Financial Institution from Company has authorized the initiation of such Entry and the crediting of its account in the amount and on the Effective Entry Date shown on such Entry,

(b) such authorization is operative at the time of transmittal or crediting by Financial Institution as provided herein,

(c) Entries transmitted to Financial Institution by Company are limited to those types of Credit Entries set forth in Section 1, Transmittal of Entries By Company,

(d) Company shall perform its obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions laws administered by OFAC, and

(e) Company shall be bound by and comply with the Rules as in effect from time to time, including, without limitation, the provision making payment of an Entry by the Receiving Depository Financial Institution to the Receiver provisional until receipt by the Receiving Depository Financial Institution of final settlement for such Entry. Company specifically acknowledges that it has received notice of the Rule regarding provisional payment and of the fact that, if such settlement is not received, the Receiving Depository Financial Institution shall be entitled to a refund from the Receiver of the amount credited and Company shall not be deemed to have paid the Receiver the amount of the Entry. Company shall indemnify Financial Institution against any loss, liability or

expense (including attorneys' fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or agreements.

14. Financial Institution Responsibilities; Liability; Limitations on Liability; Indemnity.

(a) In the performance of the services required by this Agreement, Financial Institution shall be entitled to rely solely on the information, representations, and warranties provided by Company pursuant to this Agreement, and shall not be responsible for the accuracy or completeness thereof. Financial Institution shall be responsible only for performing the services expressly provided for in this Agreement, and shall be liable only for its negligence or willful misconduct in performing those services. Financial Institution shall not be responsible for Company's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or authorization of any Entry received from Company) or those of any other person, including without limitation any Federal Reserve Financial Institution, Automated Clearing House or transmission or communications facility, any Receiver or Receiving Depository Financial Institution (including without limitation the return of an Entry by such Receiver or Receiving Depository Financial Institution), and no such person shall be deemed Financial Institution's agent. Company agrees to indemnify Financial Institution against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any claim of any person that the Financial Institution is responsible for any act or omission of Company or any other person described in this Section 14(a).

(b) Financial Institution shall be liable only for Company's actual damages; in no event shall Financial Institution be liable for any consequential, special, incidental, punitive or indirect loss or damage which Company may incur or suffer in connection with this Agreement, whether or not the likelihood of such damages was known or contemplated by the Financial Institution and regardless of the legal or equitable theory of liability which Company may assert, including, without limitation, loss or damage from subsequent wrongful dishonor resulting from Financial Institution's acts or omissions pursuant to this Agreement.

(c) Without limiting the generality of the foregoing provisions, Financial Institution shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond Financial Institution's control. In addition, Financial Institution shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Financial Institution's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Financial Institution's reasonable judgment otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental

regulatory authority.

(d) Subject to the foregoing limitations, Financial Institution's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Financial Institution of New York for the period involved. At Financial Institution's option, payment of such interest may be made by crediting the Account resulting from or arising out of any claim of any person that Financial Institution is responsible for any act or omission of Company or any other person described in Section 14(a).

15. Inconsistency of Name And Account Number.

Company acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by Financial Institution to the Receiving Depository Financial Institution may be made by the Receiving Depository Financial Institution (or by Financial Institution in the case of an On-Us Entry) on the basis of the account number supplied by the Company, even if it identifies a person different from the named Receiver, and that Company's obligation to pay the amount of the Entry to Financial Institution is not excused in such circumstances.

16. Notifications of Change.

Financial Institution shall notify Company of all notifications of change received by Financial Institution relating to Entries transmitted by Company by **mail, fax, electronic transmission, etc.** no later than two business days after receipt thereof.

17. Payment for Services.

Company shall pay Financial Institution the charges for the services provided in connection with this Agreement, as set forth in Schedule E attached hereto. All fees and services are subject to change upon 30 calendar days prior written notice from Financial Institution to Company. Such charges do not include, and Company shall be responsible for payment of, any sales, use, excise, value added, utility or other similar taxes relating to such services, and any fees or charges provided for in the agreement between Financial Institution and Company with respect to the Account (the "Account Agreement").

18. Amendments.

From time to time Financial Institution may amend any of the terms and conditions contained in this Agreement, including without limitation, any cut-off time, any business day, and any part any Schedule attached hereto. Such amendments shall become effective upon receipt of notice by Company or such

later date as may be stated in Financial Institution's notice to Company.

19. Notices, Instructions, Etc.

(a) Except as otherwise expressly provided herein, Financial Institution shall not be required to act upon any notice or instruction received from Company or any other person, or to provide any notice or advice to Company or any other person with respect to any matter.

(b) Financial Institution shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an Authorized Representative, and any such communication shall be deemed to have been signed by such person. The names and signatures of Authorized Representatives are set forth in Schedule F attached hereto. Company may add or delete any Authorized Representative by written notice to Financial Institution signed by at least two Authorized Representatives other than that being added or deleted. Such notice shall be effective on the second business day following the day of Financial Institution's receipt thereof.

(c) Except as otherwise expressly provided herein, any written notice or other written communication required or permitted to be given under this Agreement shall be delivered, or sent by United States registered or certified mail, postage prepaid, or by express carrier, and, if to Financial Institution, addressed to:

First National Bank & Trust Co., attention: K. Lance Woodliff, Sr. VP

Mailing address:

Delivery address:

P. O. 948
McAlester, Oklahoma 74502

235 E. Choctaw
McAlester, Oklahoma 74501

and, if to Company, addressed to:

Attn: _____

unless another address is substituted by notice delivered or sent as provided herein. Except as otherwise expressly provided herein, any such notice shall be deemed given when received.

20. Data Retention.

Company shall retain data on file adequate to permit remaking of Entries for at least one year following the date of their transmittal by Financial Institution as provided herein, and shall provide such Data to Financial Institution upon its request.

21. Disks and Records.

All magnetic tapes, Entries, security procedures and related records used by Financial Institution for transactions contemplated by this Agreement shall be and remain Financial Institution's property. Financial Institution may, at its sole discretion, make available such information upon Company's request. Any expenses incurred by Financial Institution in making such information available to Company shall be paid by Company.

22. Evidence of Authorization.

Company shall obtain all consents and authorizations required under the Rules and shall retain such consents and authorizations for two years after they expire.

23. Cooperation in Loss Recovery Efforts.

In the event of any damages for which Financial Institution or Company may be liable to each other or to a third party pursuant to the services provided under this Agreement, Financial Institution and Company will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

24. Termination.

Company may terminate this Agreement upon written notice. Such termination shall be effective on the tenth business day following the day of Financial Institution's receipt of written notice of such termination or such later date as is specified in that notice.

Financial Institution reserves the right to terminate this Agreement immediately upon providing written notice of such termination to Company. Any termination of this Agreement shall not affect any of Financial Institution's rights and Company's obligations with respect to Entries initiated by Company prior to such termination, or the payment obligations of Company with respect to services

performed by Financial Institution prior to termination, or any other obligations that survive termination of this Agreement.

25. Entire Agreement.

This Agreement (including the Schedules attached hereto), together with the Account Agreement, is the complete and exclusive statement of the agreement between Financial Institution and Company with respect to the subject matter hereof and supersedes any prior agreement(s) between Financial Institution and Company with respect to such subject matter. In the event of any inconsistency between the terms of this Agreement and the Account Agreement, the terms of this Agreement shall govern. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which Financial Institution is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Financial Institution shall incur no liability to Company as a result of such violation or amendment. No course of dealing between Financial Institution and Company will constitute a modification of this Agreement, the *Rules*, or the security procedures or constitute an agreement between the Financial Institution and Company regardless of whatever practices and procedures Financial Institution and Company may use.

26. Non-Assignment.

Company may not assign this Agreement or any of the rights or duties hereunder to any person without Financial Institution's prior written consent.

27. Waiver.

Financial Institution may waive enforcement of any provision of this Agreement. Any such waiver shall not affect Financial Institution's rights with respect to any other transaction or modify the terms of this Agreement.

28. Binding Agreement; Benefit.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against Financial Institution or Company hereunder.

29. Headings.

Headings are used for reference purposes only and shall not be deemed a part of this Agreement.

30. Severability.

In the event that any provision of this Agreement shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

31. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Oklahoma.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers.

First National Bank & Trust Co.

City of McAlester

By: *L. Gene Woodruff*

By: *[Signature]*

Name: *K. Gene Woodruff*

Name: *Randy Green*

Title: *S. Vice President*

Title: *CITY MANAGER*

5/26/04

SCHEDULE A - Transmittal of Entries by Company

Name of Company:

The company will provide computer readable information in the format specified with the ACH Rules.

Transmissions of entries for consumer credit transactions will be delivered to the Financial Institution's Processing Control via disk (disk, PC anywhere, secure email through Internet Banking-Cash Management) and within the time frames as stated below. In case of failure of company's ability to transmit via PC anywhere or Cash Management, delivery will be accepted via disk.

Each entry or file shall be delivered to the Financial Institution for processing of consumer credit transactions according to the following schedule:

<u>Delivery Method</u>	<u>Deadline</u>	<u>Day of Delivery</u>
Elect. Transmission	2:00 p.m.	2 Business Days Prior to Effective Date*
Diskette	11:00 a.m.	2 Business Days Prior to Effective Date*

**Please refer to Federal Reserve Holiday Schedule, Schedule D of this agreement.*

The company's frequency of entries: Semi-monthly - 5th & 20th

Total amount of entries transmitted on any one day may not exceed \$ 20,000.00 . If the transmission exceeds this amount, Financial Institution has the right to delay and/or reject the transmission unless other arrangements are made with Financial Institutions prior to submission of the entry or file to be transmitted in the time prescribed above.

SCHEDULE B

Security Procedures

The Bank shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by the Authorized Representative, and any such communication shall be deemed to have been signed by such person.

Personal Computer File Transmission

The Company's Authorized Representative will access the ACH system by utilizing the prearranged log on procedures, remote ID and file ID.

The Company's Authorized Representative will provide the Bank with verification of the totals contained in the transmission by sending a facsimile transmission to the Bank's **First Electronic Banker** Contact. In the event that the Company or the Authorized Representative is unable to fax the information, the Company's Authorized Representative will telephone the Bank's **First Electronic Banker** Contact with the verification and also mail the information as backup on the same day transmitted.

The Bank will anticipate the receipt of a **First Electronic Banker** transmission from the Company on each scheduled processing date identified by the Company in writing and agreed to by the Bank. The Company's Authorized Representative will notify the Bank if a transmission will not take place on the prearranged scheduled processing date. The Company is responsible for ensuring that the Bank receives the transmission on each processing date indicated in the processing schedule.

The Bank will verify that the file totals agree with the Company information given by fax or phone. In the event of a discrepancy in the totals, the Bank will call the specified Company Authorized Representative designated by an authorized signatory of the Company. If an Authorized Representative is not available for notification, then the file will not be processed until the Company's Authorized Representative can be contacted on the next business day.

The Company is solely responsible for the accurate creation, modification, and deletion of the account information maintained on the Company's personal computer and used for **First Electronic Banker** money transfer. The Company agrees to comply with written procedures provided by the Bank for the creation, maintenance, and initiation of **First Electronic Banker** money transfers.

The Company is solely responsible for access by its employees of the data files maintained on the Company's computer.

The Company is responsible for operator security procedures on the one personal computer licensed for use of the Program.

Hand-Delivered Files

The Company's Authorized Representative will hand-deliver file(s) to the designated location. Each hand-delivered file will be accompanied by a transmittal register, signed by an authorized signatory of the account.

The Company's Authorized Representative will provide the Bank with verification of the totals contained in the hand-delivered file(s) by sending a facsimile transmission the Bank's **First Electronic Banker** Contact. In the event that the Company or the Authorized representative is unable to fax the information, the Company's Authorized Representative will telephone the Bank's **First Electronic Banker** Contact with the verification and also mail the information as backup on the same day transmitted. In no case will the transmittal register accompanying the file be construed as verification.

The Bank will anticipate the receipt of a **First Electronic Banker** file from the Company on each scheduled processing date identified by the Company in writing and agreed to by the Bank. The Company's Authorized Representative will notify the Bank if a file will not be delivered on the prearranged scheduled processing date. The Company is responsible for ensuring that the Bank receives the file in the **First Electronic Banker** processing area on each processing date indicated in the processing schedule.

The Bank will verify that the file totals agree with the Company information given by fax or phone. In the event of a discrepancy in the totals, the Bank will call the specified Company Authorized Representative designated by an authorized signatory of the Company. If an Authorized Representative is not available for notification, then the file will not be processed until the Company's Authorized Representative can be contacted on the next business day.

SCHEDULE C - Transmittal and Settlement

The timing of settlement is based upon the Effective Entry Date indicated on the ACH file and the time of its delivery to the ACH Operator. The financial institution may deliver an ACH file to the ACH Operator as follows:

ACH debits may be delivered to the ACH Operator no earlier than one banking day prior to the Settlement Date.

ACH credits may be delivered no earlier than two banking days prior to the Settlement Date.

The Company shall deliver ACH entries to the Financial Institution per the following schedule:

<u>Delivery Method</u>	<u>Deadline</u>	<u>Day of Delivery</u>
Elect. Transmission	2:00 p.m.	2 Business Days prior to Effective Date*
Diskette	11:00 a.m.	2 Business Days prior to Effective Date*

**Please refer to Federal Reserve Holiday Schedule, Schedule D of this agreement.*

DATE TRANSMITTED: _____

NUMBER OF DEBIT TRANSACTIONS: _____ AMOUNT: _____

NUMBER OF CREDIT TRANSACTIONS: _____ AMOUNT: _____

SETTLEMENT DATE: _____

AUTHORIZED BY:

Signature

SCHEDULE D**2004 FEDERAL RESERVE BANK HOLIDAY SCHEDULE**

New Year's Day	Thursday, January 1
Martin Luther King Jr. Day *	Monday, January 19
Presidents' Day *	Monday, February 16
Memorial Day	Monday, May 31
Independence Day	Friday, July 5
Labor Day	Monday, September 6
Columbus Day *	Monday, October 11
Veterans Day	Thursday, November 11
Thanksgiving Day	Thursday, November 25
Christmas Day	Saturday, December 25
New Year's Day	Saturday, January 1, 2005

*First National Bank & Trust Co of McAlester is open on these days, however, no ACH transmission can be sent or received due to the Federal Reserve being closed.

SCHEDULE E**FIRST NATIONAL BANK & TRUST CO.
of MCALESTER****ELECTRONIC BANKER
ACH ORIGINATION
FEE SCHEDULE**

City of McAlester
McAlester, OK

Effective June 1, 2004

Software Licensing Fee / Start Up	\$ _____ *
Additional Software Training (if needed)	\$ _____ *
Monthly Maintenance	\$ _____ *
Per Transmission or File	\$ _____ *
Per Transaction Originated	\$ _____ *
Return Items / Notification of Change	\$ _____ *

*Banks normally charge fees for each of these components of ACH Origination; however, in our interest to better serve the community, we are waiving the fees under this agreement.

SCHEDULE F

ACH AUTHORIZED SIGNATURE FORM

SENDING ENTITY NAME: City of McAlester

COMPANY ID#: 93-6005314

THE 4 SIGNATURES BELOW ARE THE SIGNATURES OF EMPLOYEES VESTED BY OUR BOARD OF DIRECTORS WITH FULL AUTHORITY TO SIGN TRANSMITTAL REGISTERS USED IN CONJUNCTION WITH THE DEPOSIT OF ACH FILES.

NAME	SIGNATURE
1. Carolyn Heard	<i>Carolyn Heard</i>
2. Bobbie Lanz	<i>Bobbie Lanz</i>
3. Betty Hawkins	<i>Betty L. Hawkins</i>
4. Randy Green	<i>Randy</i>
5.	
6.	
7.	
8.	
9.	
10.	

AUTHORIZED SIGNATURE

City Manager
TITLE

6-1-2004
EFFECTIVE DATE

Council Chambers
Municipal Building
September 22, 2009

The McAlester Airport Authority met in a Regular session on Tuesday, September 22, 2009, at 6:00 P.M. after proper notice and agenda was posted September 15, 2009.

Present: Chris Fiedler, Donnie Condit, John Browne, Haven Wilkinson, Buddy Garvin, Sam Mason, William J. Ervin & Kevin E. Priddle
Absent: None
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 September 8, 2009, Regular Meeting of the McAlester Airport Authority.** *(Cora Middleton, City Clerk)*
- **Confirm action taken on City Council Agenda Item C regarding claims ending June 30, 2009.** *(Gayla Duke, Chief Financial Officer)* No claims for this period.
- **Confirm action taken on City Council Agenda Item D regarding the Claims for the period of September 9, 2009 through September 22, 2009.** *(Gayla Duke, Chief Financial Officer)* In the following amount: \$5,817.12

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

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

Chairman Priddle declared the motion carried.

Kevin Priddle, Chairman

ATTEST:

Cora Middleton, Secretary

Council Chambers
Municipal Building
September 22, 2009

The McAlester Public Works Authority met in a Regular session on Tuesday, September 22, 2009, at 6:00 P.M. after proper notice and agenda was posted September 15, 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. Wilkinson and seconded by Mr. Garvin to approve the following:

- **Approval of the Minutes from the September 8, 2009, Regular Meeting of the McAlester Public Works Authority.** *(Cora Middleton, City Clerk)*
- **Confirm action taken on City Council Agenda Item C regarding claims ending June 30, 2009.** *(Gayla Duke, Chief Financial Officer)* In the following amount: \$91.80.
- **Confirm action taken on City Council Agenda Item D regarding the Claims for the period of September 9, 2009 through September 22, 2009.** *(Gayla Duke, Chief Financial Officer)* In the following amount: \$99,154.07.

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

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

Chairman Priddle declared the motion carried.

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

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

Chairman Priddle declared the motion carried.

Kevin Priddle, Chairman

ATTEST:

Cora Middleton, Secretary