



# McAlester City Council

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## NOTICE OF MEETING

### Regular Meeting Agenda

Tuesday, November 10, 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](http://www.cityofmcalester.com) within the required time frame.*

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

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

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#### CALL TO ORDER

*Announce the presence of a Quorum.*

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#### INVOCATION & PLEDGE OF ALLEGIANCE

- Charles Neff, First United Methodist Church

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#### ROLL CALL

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#### 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.*

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#### 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 October 27, 2009, Regular Meeting of the McAlester City Council. (Cora Middleton, City Clerk)

- B. Approval of Claims for October 28, 2009 through November 10, 2009. (Gayla Duke, Chief Financial Officer)**

## **ITEMS REMOVED FROM CONSENT AGENDA**

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### **PUBLIC HEARING**

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

- **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**

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1. **Consider, and act upon entering into an annual service agreement with Simplex Grinnell (State contract SW 403) for testing and maintenance of Fire Alarm System in City Hall. (Harold Stewart, Fire Chief)**

Executive Summary

This item involves entering into annual Service Agreement with Simplex Grinnell.

2. **Consider, and act upon, the disposal of obsolete vehicles as outlined in the attached vehicle report. (Peter J. Stasiak, Acting City Manager)**

Executive Summary

This item involves the disposal of obsolete vehicles.

3. **Consider, and act upon, a contract with the Oklahoma Department of Commerce (ODOC) for water and sewer line replacement through the Community Development Block Grant (CDBG) program for year 2009-2010. (Peter J. Stasiak, Acting City Manager)**

Executive Summary

This agenda item involves a motion to approve the contract with Oklahoma Department of Commerce and authorizing the Mayor to sign the appropriate documents.

4. **Consider, and act upon, Oklahoma Department of Environmental Quality (ODEQ) Consent Order, Case No. 09-241 for permit violations at the McAlester Water Treatment Plant lagoons. (David Medley, Utilities Director)**

Executive Summary

This agenda item involves a motion to approve ODEQ Consent Order, Case No. 09-241 for the McAlester Water Treatment Plant lagoons.

5. **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)**

**Exhibit A-1: CIP Fund.** Need to transfer funds to CDBG Grant fund.

**Exhibit A-2: CDBG Grant Fund.** Appropriate transfer from CIP fund and grant revenue for water and sewer replacements.

**Exhibit A-3: Gifts and Contributions Fund:** Establish new fund for monitoring and tracking various items donated or granted to City for specific expenditures. Fund balance designations will roll from year to year.

**Exhibit A-4: General Fund:** Need to adjust budget for transfer of tracked items to the Gifts and Contributions Fund.

Executive Summary

This agenda item involves Ordinance No. 2327 which established the budget for fiscal year 2009-2010.

**6. Consider, and act upon, Ordinance 2331 which amended the Code of Ordinances, Chapter 2, Article VII, Section 2-259 related to establishing the McAlester City Emergency Ambulance Fund. (Gayla Duke, Chief Financial Officer)**

Executive Summary

This agenda item involves Ordinance No. 2331 which amends the Code of Ordinances, Chapter 2, Article VII, Section 2-259.

**7. Presentation of the Actuarial Report as of July 1, 2009 for the City of McAlester Defined Benefit Retirement Plan and Trust. (Bruce R. Nordstrom, ASA, EA, MAAA, Principal and Senior Consulting Actuary, Apex Global Partners, Inc., Benefit Partners Division)**

Executive Summary

This agenda item involves a presentation of the Actuarial Report as of July 1, 2009 regarding the City of McAlester Defined Benefit Retirement Plan and Trust.

**8. Presentation, and possible action, by American Income Life. (Councilman, John Browne)**

Executive Summary

This agenda item involves a presentation by American Income Life regarding no cost benefits and supplemental insurance that could be available to employees.

**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.*

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**CITY MANAGER'S REPORT**

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**REMARKS AND INQUIRIES BY CITY COUNCIL**

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RECESS COUNCIL MEETING

**CONVENE AS McALESTER AIRPORT AUTHORITY**

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*Majority of a Quorum required for approval*

- **Approval of the Minutes from the October 27, 2009, Regular Meeting of the McAlester Airport Authority. (Cora Middleton, City Clerk)**
- **Confirm action taken on City Council Agenda Item B regarding claims ending November 10, 2009. (Gayla Duke, Chief Financial Officer)**

- **Confirm action taken on City Council Agenda Item 5 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)**
- **Confirm possible action taken on City Council Agenda Item 8 regarding American Income Life. (Councilman, John Browne)**

ADJOURN MAU.

### **CONVENE AS MCALESTER PUBLIC WORKS AUTHORITY**

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*Majority of a Quorum required for approval*

- **Approval of the Minutes from the October 27, 2009, Regular Meeting of the McAlester Public Works Authority. (Cora Middleton, City Clerk)**
- **Confirm action taken on City Council Agenda Item B regarding claims ending November 10, 2009. (Gayla Duke, Chief Financial Officer)**
- **Confirm action taken on City Council Agenda Item 2 regarding the disposal of obsolete vehicles as outlined in the attached vehicle report. (Peter J. Stasiak, Acting City Manager)**
- **Confirm action taken on City Council Agenda Item 3 a contract with the Oklahoma Department of Commerce (ODOC) for water and sewer line replacement through the Community Development Block Grant (CDBG) program for year 2009-2010. (Peter J. Stasiak, Acting City Manager)**
- **Confirm action taken on City Council Agenda Item 4 Oklahoma Department of Environmental Quality (ODEQ) Consent Order, Case No. 09-241 for permit violations at the McAlester Water Treatment Plant lagoons. (David Medley, Utilities Director)**
- **Confirm action taken on City Council Agenda Item 5 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)**
- **Confirm possible action taken on City Council Agenda Item 8 regarding American Income Life. (Councilman, John Browne)**

ADJOURN MPWA.

RECONVENE COUNCIL MEETING.

**EXECUTIVE SESSION**

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*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: Acting City Manager.**

**RECONVENE INTO OPEN SESSION**

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

**ADJOURNMENT**

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**CERTIFICATION**

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*I certify that this Notice of Meeting was posted on this \_\_\_\_\_ day of \_\_\_\_\_ 2009 at \_\_\_\_\_ a.m./ p.m. as required by law in accordance with Section 303 of the Oklahoma Statutes and that the appropriate news media was contacted. As a courtesy, this agenda is also posted on the City of McAlester website: [www.cityofmcalester.com](http://www.cityofmcalester.com).*

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**Cora M. Middleton, City Clerk**

The McAlester City Council met in regular session on Tuesday, October 27, 2009, at 6:00 P.M. after proper notice and agenda was posted, October 21, 2009, at 1:00 P.M.

**CALL TO ORDER**

Mayor Priddle called the meeting to order.

**INVOCATION & PLEDGE OF ALLEGIANCE**

- Vice-Mayor Garvin gave the invocation and lead the Pledge of Allegiance

**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: Peter J. Stasiak, Acting City Manager/Planning and Community Development Director; John Modzelewski, Public Works Director/City Engineer; David Medley, Utilities Director; Gayla Duke, Chief Financial Officer; William J. Ervin, City Attorney and Cora Middleton, City Clerk

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

None

**CONSENT AGENDA**

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

- A. **Approval of the Minutes from the October 8, 2009, Special Meeting of the McAlester City Council.** (Cora Middleton, City Clerk)
- B. **Approval of the Minutes from the October 13, 2009, Regular Meeting of the McAlester City Council.** (Cora Middleton, City Clerk)
- C. **Approval of Claims for October 14, 2009 through October 27, 2009.** (Gayla Duke, Chief Financial Officer) In the following amounts: General Fund - \$158,474.55; Parking Authority - \$91.24; Nutrition - \$873.11; Landfill Res/Sub-Title D - \$5,253.00;

Educational Fund - \$37,618.60; SE Expo Ctr/Tourism Fund - \$15,258.91; E-911 - \$3,814.96 and Economic Development - \$25,820.75.

Councilman Mason requested item "C" be pulled for individual consideration.

Councilman Browne moved for approval of the Consent Agenda items "A and B". The motion was 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.

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

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C. **Approval of Claims for October 14, 2009 through October 27, 2009.** (*Gayla Duke, Chief Financial Officer*) In the following amounts: General Fund - \$158,474.55; Parking Authority - \$91.24; Nutrition - \$873.11; Landfill Res/Sub-Title D - \$5,253.00; Educational Fund - \$37,618.60; SE Expo Ctr/Tourism Fund - \$15,258.91; E-911 - \$3,814.96 and Economic Development - \$25,820.75.

Vice-Mayor Garvin moved for approval of item "C" the Claims for October 14, 2009 through October 27, 2009. The motion was seconded by Councilman Condit.

Before the vote, Councilman Mason commented on the payment to MEDS. He stated that the Executive Director had resigned on September 17<sup>th</sup> of this year and that at the appropriate time in the future he would bring an agenda item before the Council to review expenses related to the employment of that position. He further stated that he would request that an appropriate sum be deducted as an amendment to the MEDS agreement.

Mayor Priddle remarked that he and Councilman Mason were on the same wave length. He commented that he had sent an item to the Chief Financial Officer and the Acting City Manager indicating an amount that was a lot more than what Councilman Mason was just talking about, as an adjustment to their agreement, for consideration at the next Council Meeting.

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.

Councilman Browne moved to open the Public Hearing to receive public input on an Ordinance establishing a Code of Conduct for the City of McAlester; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. The motion was seconded by Councilman Fiedler. 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 Public Hearing was opened at 6:07 P.M.

**PUBLIC HEARING**

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

- **An Ordinance establishing a Code of Conduct for the City of McAlester; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency.**

There were no comments from the public or the Council, and Vice-Mayor Garvin moved to close the Public Hearing. The motion was seconded by Councilman Browne 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 and the Public Hearing was closed at 6:08 P.M.

**SCHEDULED BUSINESS**

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

Executive Summary

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

Mayor Priddle reviewed the requirements for nomination for Property of the Month and then presented the award to Jacques and Dorothy Chatenay at 601 E. Washington. He commented that the siding was actually made of wood and cut top match the original siding that was on the house when it was purchased.

Mr. Ervin, City Attorney asked to briefly be excused at 6:14 P.M.

**2. Presentation to Mayor and City Council from Ron Roller of Siemens on an automated meter reading program. (Mr. Ron Roller, Siemens)**

Executive Summary

*This agenda item involves a presentation on an automated meter reading program.*

Vice-Mayor Garvin moved to open the presentation and discussion regarding an automated meter reading program. The motion was seconded by Councilman Wilkinson.

Before the vote, Acting Manager Stasiak introduced Ron Roller of Siemens. Mr. Roller addressed the Council briefly informing them of Siemens history, he reviewed the automated meter reading program and the benefits that it could furnish the City of McAlester. He explained that the devices would be installed on existing meters and could be read with hand held devices that the meter readers would carry and capture the readings as they drove past the meters. He

also discussed the program where the meters could be read by equipment installed on various towers around the City. He stated that some of the benefits could be the detection of leaks, tampering with meters and the time it takes to process accounts for billing. He commented that the batteries in the equipment had a twenty (20) year life, the first ten (10) were warranted and the second ten (10) was prorated. Mr. Roller explained that the company would conduct all surveys and testing of existing equipment.

Mr. Ervin returned to the meeting at 6:21 P.M.

Mr. Roller stated that there was a questionnaire that needed to be completed, that included how many meters the City had, what size the meters were and the City's billing data. He added that from that information they would put together a preliminary audit and from that information they would produce an estimate of what they feel the project would cost and what the project payback would be. They would also ask to bring this information back to the Council for their review and from there they would request a letter of intent.

There was a lengthy discussion among the Council concerning the various options with the automated meter reading, how much this could change the citizens billing, if there was a percent average cost savings with this type of service, equally distributing the test meters among the wards, including commercial customers in the survey, the average increase in revenue and savings after the installation of the automated meters and monitoring large water users.

Mayor Priddle moved to proceed with the letter of authorization with Siemens to allow them to move forward and determine the feasibility of this project. The motion was seconded by Councilman Wilkinson. There was no further discussion, 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.

### **3. Presentation of the Audited Financial Statements and Independent Auditor's Report for Fiscal Year ending June 30, 2008. (Gayla Duke, Chief Financial Officer)**

#### Executive Summary

*This agenda item involves a presentation of the audit for FY 07-08 from Auditor, Rheba W. Henderson with Hulme Rahhal Henderson, Inc.*

Councilman Brown moved to open the presentation of the Audited Financial Statements and Independent Auditor's Report for Fiscal Year ending June 30, 2008. The motion was seconded by Councilman Condit.

Before the motion, Gayla Duke introduced Ms. Rheba Henderson. Ms. Henderson reviewed the Audit with the Council pointing out various highlights. She commented that the assets continue to be recorded on the Government side and liabilities on the enterprise or business side. She stated that they were still unable to verify that the investments in the custodial care of the Cemetery Fund were in the name of the City of McAlester. She added that many of the findings

were continuations from the past years and many had been or were in the process of being addressed.

Mayor Priddle asked how this audit compared to previous audits.

Ms. Henderson stated that the Court continues to improve, utility collections were not as good as in past years, the payroll was not as accurate as in past years either, but there were some improvements.

Mayor Priddle commented that this was the June 2008 audit and many of the sightings were already being worked on. What did she see as a continued problem?

Ms. Henderson stated that there were not enough people working in various areas.

Councilman Browne commented about the recording of compensated absences and that there had been no criminal intent.

Ms. Henderson answered that it could have been from lack of knowledge and interpretation.

Mr. Stasiak stated that they had recently reviewed exempt, non-exempt and hourly employees and had attended a teleconference today to aid in correctly verifying recording and reports for each group of employees.

Mayor Priddle moved to accept the Audit for the Fiscal Year ending June 30, 2008 as presented. The motion was seconded by Councilman Browne. 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.

**4. Consider, accept and place on file Quarterly Report for July, August and September, 2009 from McAlester Economic Development Services (MEDS) (Peter J. Stasiak, Acting City Manager for Dr. Kenneth Miller)**

Executive Summary

*This agenda item involves a Quarterly Report for McAlester Economic Development Services (MEDS).*

Councilman Condit moved to accept and place on file Quarterly Report for July, August and September, 2009 from McAlester Economic Development Services (MEDS). The motion was seconded by Councilman Fiedler.

Before the vote, Dr. Miller briefly addressed the Council regarding the status of the Executive Director search. He informed the Council that Ms. Sherry Cooper had been engaged and would start December 1, 2009. He commented that during this transition period MEDS had been concentrating on their infrastructure and ways to improve their organization.

There was no further 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, accept and place on file Quarterly Report for July, August and September, 2009 from Pride in McAlester. (Cora Middleton for J.T. Collier)**

Executive Summary:

*This agenda item is a Quarterly Report for the Pride in McAlester.*

Councilman Condit moved to accept and place on file Quarterly Report for July, August and September, 2009 from Pride in McAlester. The motion was seconded by Councilman Browne.

Before the vote, J.T. Collier addressed the Council reviewing the various activities that Pride in McAlester had conducted in the first three (3) months of the fiscal year.

There was a brief discussion among the Council and Mr. Collier concerning the involvement of the community, the possibility of an art project for the Down Town area and what groups were involved in the effort to restore the Okla. Theatre.

Mark Wilkett then addressed the Council to review the financial reports of Pride in McAlester. During his review Mr. Wilkett commented that the group was continually working on ways to increase their funding with grants and that the group had finally received their 501 (c) (3) recognition by the IRS. He then reported on the various items that had been collected during the Household Hazardous cleanup.

There was another brief discussion among the Council and Mr. Wilkett regarding the success the cleanup had been, the timeliness of their report, possibly soliciting corporate sponsorships for the next cleanup event and having a competition among the Wards to achieve the cleanest Ward. 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.

**6. Discussion, and possible action partnering with KIBOIS and the City of McAlester for a recycling program. (Councilman, John Browne)**

Executive Summary:

*This agenda involves partnering with KIBOIS for a recycling program.*

Councilman Browne moved to open the discussion concerning partnering with KIBOIS and the City of McAlester for a recycling program. The motion was seconded by Councilman Condit.

Before the vote, Councilman Browne explained that he had been approached by a representative from KIBOIS to partner on a cardboard recycling program. He stated that KIBOIS would construct a facility for the cardboard bailer, supply the employees to operate the program and insurance. The City would supply the equipment, maintenance for the equipment and aid in the set up of the site. He commented that this would allow the City to begin a recycling program for no new cost and in the future expand beyond cardboard.

Mayor Priddle asked the City Attorney if there were any legal issues with this item.

Mr. Ervin commented that as long as the equipment and revenue were being used for a valid public purpose.

There was a brief discussion among the Council regarding the insurance coverage, what was actually being voted on and what items needed to be included in the agreement or memorandum of understanding.

Mr. Collier reminded the Council that establishing a recycling program would take a lot of discussion and thought for the future.

Councilman Browne stated that this was a simple first step in the process for the City. Mr. Stasiak commented that the City would work through the process and get the program going.

Mayor Priddle moved to move forward with this and develop a Memorandum of Understanding. The motion was seconded by Councilman Fiedler. There was no further 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.

**7. Discussion, and act upon approval of an Ordinance establishing a Code of Conduct for the City of McAlester; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. (Peter J. Stasiak, Acting City Manager)**

Executive Summary:

*This agenda involves establishing a Code of Conduct for the City of McAlester per the Charter.*

**ORDINANCE NO. 2336**

**AN ORDINANCE OF THE CITY OF McALESTER ENACTING A CODE OF CONDUCT PURSUANT TO ARTICLE 7, SEC. 7.01 (C) (1) OF THE McALESTER CITY CHARTER PRESCRIBING RULES FOR THE ETHICAL BEHAVIOR OF THE CITY'S OFFICIALS AND EMPLOYEES AND DECLARING AN EMERGENCY.**

Vice-Mayor Garvin moved for approval of **ORDINANCE NO. 2336**, the motion was seconded by Councilman Browne.

Before the vote, Councilman Condit thanked all of the individuals that had been involved with the development of this Code of Conduct. He commented that the document was a work in progress and could be changed as needed. He added that the Committee had worked with the NUC and they had some valid ideas and comments.

Councilman Mason moved to amend the motion to approve an Ordinance establishing a Code of Conduct for the City of McAlester and preparation of a booklet for distribution and acknowledgment by all employees and appropriate City Board members, said booklet to include all appropriate ordinance and City Charter references. The motion was seconded by Mayor Priddle. 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.

Councilman Condit moved to approve the EMERGENCY CLAUSE, seconded by Councilman Browne. There was no 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.

### **NEW BUSINESS**

None

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

Mr. Stasiak reported that the list of surplus vehicles had become an inventory of all rolling stock owned by the City. He added that the completed list would be brought before the Council at the first meeting in November.

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

Councilman Wilkinson commented on the numerous calls he had received on the flooding and drainage backups due to the heavy rain.

Vice-Mayor Garvin commented on the lottery scam that was appearing in the area and stressed that citizens remain cautious about calls.

Councilman Mason had no comments at this time.

Councilman Fiedler thanked Representative Harrison for his favorable comments in the October 14<sup>th</sup> issue of the McAlester newspaper. He remarked that US News and World Report had listed the top ten (10) companies above the recession and McAlester was home to five (5) of those companies, they were Aaron's Rental, Dollar Tree, Game Stop, Staples and O'Reilley's.

Councilman Condit thanked Mr. Stasiak for his response to the problem at the new Fire Station and commented that the new Fire Station was coming along very nicely.

Councilman Browne reported that this past weekend had been a big weekend, the Lieutenant Governor had been in town, the fine arts show had taken place and there had been a presentation about the World War 2 and the Prisoners of War (POW) Camp that had been located in McAlester. He thanked that group that had put together the Matthew West Concert and for the work they did at the Bethel Missionary Church. He added that the information about the World War 2 and the POW camps could be found at the Library. He believed that Kathy McGillbury was the lady that would have the information.

Mayor Priddle commented that the group Councilman Browne was speaking about was called Unified Motion and Scott Walker of Shared Blessings had worked with them to make the Matthew West Concert a success. He added that this not only proved that McAlester could handle a big name but we could also put out big numbers. He stated that The Friends of the Library were still working on their project for the Boys and Girls Club becoming the new Library. He then urged everyone to be cautious of the various schemes that were going around. Mayor Priddle announced that Save-a-Lot grocery store would be opening tomorrow. He stated that Trick or Treat would be Saturday, October 31<sup>st</sup> from 6:00 P.M. until 9:00 P.M. and the Lions Club would be having Trick or Treat in the Street on the same day.

Joyce Carlson asked about the 911 questionnaires that were being left all over town and if they were legitimate.

Vice-Mayor Garvin commented on how well the McAlester Buffs were doing in football.

Councilman Condit stated that the Buffs were 8 and 0 and they would be playing Tulsa East Central this Friday night. He added that the Junior Buffs had beaten Ada twice tonight during 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 Fiedler 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 8:06 P.M.

#### RECONVENE COUNCIL MEETING

The Regular Meeting was reconvened at 8:08 P.M.

Councilman Mason moved to recess the Regular Meeting for an Executive Session to discuss pending litigation, claims or actions involving the City of McAlester with the City's attorneys on advice of counsel, in accordance with Title 25, Section 307.B.4 and 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 Vice-Mayor Garvin. There was no 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 and the Regular meeting was recessed at 8:09 P.M.

### **EXECUTIVE SESSION**

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

- **Section 307 (B) (4) – Discuss pending litigation claims or actions involving the City of McAlester with the City’s attorneys on advice of counsel.**
- **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**

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

The Regular Meeting was reconvened at 9:59 P.M. Mayor Priddle reported that the Council had recessed the Regular Meeting for an Executive Session to discuss pending litigation, claims or actions involving the City of McAlester with the City’s attorneys on advice of counsel, in accordance with Title 25, section 307.B.4 and 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 had been discussed, no action was taken and the Council had returned to open session at 9:59 P.M., and this constituted the minutes of the Executive Session.

### **ADJOURNMENT**

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

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

Mayor Priddle declared the motion carried, and the meeting was adjourned at 9:59 P.M.

ATTEST:

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

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

**CLAIMS FROM OCTOBER 28, 2009  
THRU  
NOVEMBER 10, 2009**

PACKET: C4686 CLAIMS FOR 11/10/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00028	"A" PLUS LAWN SERVICE					
		I-09-26432	01 -5542308	CONTRACTED SE CONTRACT MOWING	048309	1,250.00
01-A00170	ADA PAPER CO.					
		I-240454	01 -5548316	REPAIRS & MAI CLEANING & PAPER PRO	048311	253.42
		I-240685	01 -5548316	REPAIRS & MAI CLEANING & PAPER PRO	048311	60.65
01-A00362	ALLEGIANCE COMMUNICATIO					
		I-09-25492	01 -5320202	OPERATING EXP CABLE SERVICE; DET. DIV	048313	116.74
01-A00751	ATWOODS					
		C-3359955	01 -5548207	CLOTHING ALLO CLOTHING ALLOWANCE	048317	127.94-
		C-3368377	01 -5865207	CLOTHING ALLO CLOTHING ALLOWANCE	048317	22.99-
		I-3338838	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT	048317	70.00
		I-3358077	01 -5865207	CLOTHING ALLO CLOTHING ALLOWANCE	048317	108.00
		I-3358219	01 -5862207	CLOTHING ALLO CLOTHING ALLOWANCE	048317	150.00
		I-3358301	01 -5653207	CLOTHING ALLO CLOTHING ALLOWANCE	048317	77.28
		I-3358580	01 -5862207	CLOTHING ALLO CLOTHING ALLOWANCE	048317	78.00
		I-3359212	01 -5542207	CLOTHING ALLO CLOTHING ALLOWANCE	048317	150.00
		I-3359373	01 -5865207	CLOTHING ALLO CLOTHING ALLOWANCE	048317	79.96
		I-3359410	01 -5865207	CLOTHING ALLO CLOTHING ALLOWANCE	048317	20.00
		I-3359481	01 -5548207	CLOTHING ALLO CLOTHING ALLOWANCE	048317	101.22
		I-3359495	01 -5548207	CLOTHING ALLO CLOTHING ALLOWANCE	048317	135.44
		I-3359499	01 -5548207	CLOTHING ALLO CLOTHING ALLOWANCE	048317	7.50
		I-3359642	01 -5542207	CLOTHING ALLO CLOTHING ALLOWANCE	048318	150.00
		I-3359694	01 -5542207	CLOTHING ALLO CLOTHING ALLOWANCE	048318	42.00
		I-3359704	01 -5865207	CLOTHING ALLO CLOTHING ALLOWANCE	048318	149.98
		I-3359968	01 -5548207	CLOTHING ALLO CLOTHING ALLOWANCE	048318	135.00
		I-3360069	01 -5542207	CLOTHING ALLO CLOTHING ALLOWANCE	048318	150.00
		I-3360369	01 -5862207	CLOTHING ALLO CLOTHING ALLOWANCE	048318	141.90
		I-3360716	01 -5542207	CLOTHING ALLO CLOTHING ALLOWANCE	048318	87.00
		I-3361571	01 -5865207	CLOTHING ALLO CLOTHING ALLOWANCE	048318	69.97
		I-3361777	01 -5547207	CLOTHING ALLO CLOTHING ALLOWANCE	048318	91.94
		I-3362495	01 -5547207	CLOTHING ALLO CLOTHING ALLOWANCE	048319	120.94
		I-3363305	01 -5548207	CLOTHING ALLO CLOTHING ALLOWANCE	048319	79.99
		I-3363439	01 -5542207	CLOTHING ALLO CLOTHING ALLOWANCE	048319	150.00
		I-3363821	01 -5547207	CLOTHING ALLO CLOTHING ALLOWANCE	048319	94.00
		I-3364178	01 -5548207	CLOTHING ALLO CLOTHING ALLOWANCE	048319	59.97
		I-3364541	01 -5547207	CLOTHING ALLO CLOTHING ALLOWANCE	048319	99.99
		I-3364863	01 -5542207	CLOTHING ALLO CLOTHING ALLOWANCE	048319	78.00
		I-3366194	01 -5865207	CLOTHING ALLO CLOTHING ALLOWANCE	048319	49.98
		I-3366728	01 -5865207	CLOTHING ALLO CLOTHING ALLOWANCE	048319	150.00
		I-33676688	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT	048319	50.97
		I-3367870	01 -5542207	CLOTHING ALLO CLOTHING ALLOWANCE	048319	36.00
		I-3367939	01 -5652207	CLOTHING ALLO CLOTHING ALLOWANCE	048319	26.00
		I-3368411	01 -5865207	CLOTHING ALLO CLOTHING ALLOWANCE	048319	30.51
		I-3368778	01 -5865207	CLOTHING ALLO CLOTHING ALLOWANCE	048320	147.94
		I-3369378	01 -5862207	CLOTHING ALLO CLOTHING ALLOWANCE	048320	150.00
		I-3371391	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT	048320	285.63

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
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01-A00751	ATWOODS		continued			
		I-3371399	01 -5544207	CLOTHING ALLO CLOTHING ALLOWANCE	048320	150.00
		I-3372998	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT	048320	53.94
		I-3374364	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT	048320	17.96
		I-3375287	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT	048320	32.26
		I-3375718	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT	048320	15.73
		I-3376077	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT	048320	39.64
		I-3376355	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT	048320	29.97
		I-3376497	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT	048320	38.98
		I-3376740	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT	048320	7.98
		I-3378204	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT	048321	95.91
		I-3378746	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT	048321	360.00
		I-3380056	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT	048321	11.16
01-B00110	BARRETT'S AUTO PRODUCTS					
		I-37352	01 -5862204	SMALL TOOLS 20 TON JACK - TIRE CHANGI	048324	150.00
01-B00150	BEALES GOODYEAR TIRES					
		I-MC-166786	01 -5862203	REPAIRS & MAI TIRES FOR OLD PD CARS	048325	1,896.80
01-B00172	B & C ELECTRIC CO.					
		I-943921	01 -5542316	REPAIRS & MAI REPAIR LIGHTS & MEMO	048326	400.00
01-B00180	BEMAC SUPPLY					
		I-S1484508.001	01 -5862203	REPAIRS & MAI 4" - 6" MUNI TEST PLOG	048327	147.00
01-B00550	BRUSKE PRODUCTS					
		I-774803	01 -5862203	REPAIRS & MAI BROOMS, HANDLES, MOPHEADS	048329	322.89
01-B00640	BSN SPORTS					
		I-93289059	01 -5542203	REPAIRS & MAI SPONGE ROLLERS	048330	175.43
01-C00245	CATHEY & ASSOCIATES, L.					
		I-24500	01 -5321316	REPAIRS & MAI REPLACE WINDSHIELD- U-80	048332	216.29
01-C00275	CECIL E. WADE					
		I-09-26428	01 -5542308	CONTRACTED SE CONTRACT MOWING	048333	425.00
01-C00430	CHIEF FIRE & SAFETY CO.					
		I-159192	01 -5431203	REPAIRS & MAI REPAIR & MAINT SUPPLIES	048334	204.55
01-C00605	COLT SANDERS					
		I-09-26557	01 -5431331	EMPLOYEE TRAV TRAVEL EXPENSE-OPS T	048336	520.28
01-C00669	CONTINENTAL RESSARCH CO					
		I-322658-CRC-1	01 -5862205	PETROLEUM PRO PENETRANT OIL, GREAS	048338	547.36
		I-322658-CRC-2	01 -5862205	PETROLEUM PRO PENETRANT OIL, GREAS	048338	20.89
01-C00840	CRAWFORD & ASSOCIATES					

PACKET: 04686 CLAIMS FOR 11/10/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00840	CRAWFORD & ASSOCIATES			continued			
		I-4573	01	-5211308	CONTRACTED SE FINANCIAL STATEMENTS	048339	1,796.75
01-D00006	D & D ELEVATOR INC						
		I-11401	01	-5548203	REPAIRS & MAI REPAIR OF DOOR DRIVES	048340	400.00
01-E00266	ERVIN & ERVIN ATTORNEYS						
		I-NOV 09	01	-5214302	CONSULTANTS RETAINER FEE	048345	2,500.00
01-E00285	ETHICS COMMISSION						
		I-09-26697	01	-5212202	OPERATING SUP ELECTION FORMS	048346	100.00
01-F00170	FIRST NATIONAL BANK						
		I-#133 NOV 09	01	-5215510	LEASE PAYMENT LEASE #133	048349	5,185.00
01-F00201	FLAMECO FIRE & SAFETY,						
		I-15053	01	-5542319	MISCELLANEOUS ANNUAL HOOD INSPECTI	048350	73.00
		I-15167	01	-5542319	MISCELLANEOUS ANNUAL HOOD INSPECTI	048350	25.00
		I-15168	01	-5548316	REPAIRS & MAJ RECHARGE FIRE EXTING	048350	32.00
01-G00130	GALL'S, AN ARAMARK CO.,						
		I-510107852	01	-5431207	CLOTHING ALLO CLOTHING	048352	202.16
		I-510107862	01	-5431207	CLOTHING ALLO CLOTHING	048352	249.45
		I-5987471300015	01	-5431207	CLOTHING ALLO CLOTHING	048352	137.33
		I-5993389901027	01	-5431207	CLOTHING ALLO CLOTHING	048352	160.10
		I-5993391001022	01	-5431207	CLOTHING ALLO CLOTHING	048352	105.24
		I-5993391901015	01	-5431207	CLOTHING ALLO CLOTHING	048352	160.08
		I-5993800601024	01	-5431207	CLOTHING ALLO CLOTHING	048352	104.53
		I-5993802601014	01	-5431207	CLOTHING ALLO CLOTHING	048352	184.08
		I-5994244901012	01	-5431207	CLOTHING ALLO CLOTHING PURCHASE	048352	89.25
		I-5994245601025	01	-5431207	CLOTHING ALLO CLOTHING PURCHASE	048352	180.45
01-G00200	GEMBLER'S						
		I-1014330783	01	-5542203	REPAIRS & MAI RUST CONVERTER/FLOOR	048353	398.88
01-G00490	GRISSOM IMPLEMENT INC						
		I-113956	01	-5542203	REPAIRS & MAI REPAIR & MAINT ITEMS	048354	91.52
		I-114165	01	-5862203	REPAIRS & MAI PARTS FOR BRUSH HOG	048354	774.00
		I-114166	01	-5862203	REPAIRS & MAI PARTS FOR PK-3	048354	976.00
		I-114909	01	-5862203	REPAIRS & MAI RIM FOR PK-2B	048354	280.00
		I-115027	01	-5862203	REPAIRS & MAI PRESSURE SWITCH	048354	75.00
		I-115027	01	-5862203	REPAIRS & MAI WEEDER PARTS	048354	82.00
		I-115028	01	-5862203	REPAIRS & MAI PARTS & LABOR	048354	41.89
01-H00123	HEADSETS.COM						
		I-2228159-01	01	-5324202	OPERATING SUP HEADSETS: 911 CTR	048355	323.20
01-H00290	HUMPHREY PLUMBING, INC.						
		I-8869	01	-5542316	REPAIRS & MAI RUN NEW DRAIN LINE-K	048356	300.00

PACKET: 04686 CLAIMS FOR 11/10/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-IG0060	I I M C						
		I-09-26593	01	-5212330	DUES & SUBSCR TIME MEMBERSHIP DUES	048357	150.00
01-I00061	IKOK OFFICE SOLUTIONS,						
		I-5012719336	01	-5321308	CONTRACTED SE BASE CHARGE/METER RE	048358	13.73
		I-5012719336	01	-5321308	CONTRACTED SE BASE CHARGE/METER RE	048358	68.24
01-I00110	IMPRESS OFFICE SUPPLY						
		I-029069	01	-5653202	OPERATING SUP EMPL DISCIPLINARY REPORTS	048359	27.13
		I-029136	01	-5431202	OPERATING SUP 2 OFFICE CHAIRS	048359	269.98
		I-029150	01	-5431202	OPERATING SUP COMPUTER CASES	048359	229.26
		I-029176	01	-5653202	OPERATING SUP EMPL DISCIPLINARY REPORTS	048359	2.34
		I-029253	01	-5653202	OPERATING SUP EMPL DISCIPLINARY REPORTS	048359	9.71
		I-029286	01	-5865202	OPERATING SUP OFFICE SUPPLIES	048359	58.10
		I-029323	01	-5653202	OPERATING SUP EMPL DISCIPLINARY REPORTS	048359	86.99
01-I00120	INCODE						
		I-83176	01	-5225349	INCODE SOFTWA MONTHLY NETWORK SUPPORT	048360	200.00
01-K00159	KESSLERS TEAM SPORTS						
		I-057693-00	01	-5544401	CAPITAL OUTLA NEW BASKETBALL SCOREBOARD	048361	2,800.00
		I-057693-00A	01	-5542202	OPERATING SUP SUPPLIES-BASKETBALL LEAGU	048361	325.00
		I-061558-00	01	-5542202	OPERATING SUP SUPPLIES-BASKETBALL LEAGU	048361	405.00
01-K00205	KIAMICHI AUTOMOTIVE						
		I-78943	01	-5431316	REPAIRS & MAI VEHICLE REPAIRS & MA	048362	419.20
		I-79141	01	-5431316	REPAIRS & MAI VEHICLE REPAIRS & MAINT	048362	1.62
01-L00035	L. MORGAN TRUCKING LLC						
		I-845714	01	-5865218	STREET REPAIR FREIGHT ON 1 1/2 "GRAVEL	048363	4,693.94
01-L00419	LORMAN EDUCATION SERVIC						
		I-09-26675	01	-5653331	EMPLOYEE TRAV HR TRAINING	048365	199.00
01-L00428	LOWE'S CREDIT SERVICES						
		C-2459	01	-5431401	CAPITAL OUTLA SUPPLIES FOR PD DORM	048366	10.47-
		C-80178	01	-5431401	CAPITAL OUTLA SUPPLIES FOR PD DORM	048366	193.43-
		C-81962	01	-5431401	CAPITAL OUTLA SUPPLIES FOR PD DORM	048366	25.76-
		C-82738	01	-5431401	CAPITAL OUTLA SUPPLIES - DORM REMO	048366	334.88-
		C-82841	01	-5431401	CAPITAL OUTLA SUPPLIES FOR PD DORM	048366	364.76-
		I-01426.	01	-5548203	REPAIRS & MAI BUILDING & MAINT SUPPLIES	048366	110.28
		I-01580	01	-5548203	REPAIRS & MAI BUILDING & MAINT SUPPLIES	048366	72.02
		I-01612	01	-5548203	REPAIRS & MAI BUILDING & MAINT SUPPLIES	048366	34.64
		I-07142	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	048366	42.88
		I-09335.	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	048366	98.62
		I-10634	01	-5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	048366	404.46
		I-1197445.	01	-5225401	COMPUTER TECH HARDWARE FOR BROADBAND	048367	69.42
		I-1335554	01	-5225401	COMPUTER TECH HARDWARE FOR BROADBAND	048367	13.54
		I-1343789	01	-5225401	COMPUTER TECH HARDWARE FOR BROADBAND	048367	12.99

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00428	LOWE'S CREDIT SERVICES		continued			
		I-82974	01 -5101319	MISCELLANEOUS BLINDS FOR CONF ROOM	048367	281.00
01-M0083	MARGARET MCMORROW - LOV					
		I-09-26706	01 -5214302	CONSULTANTS FOP - LEGAL FEES	048368	580.06
01-M00340	MHM RESOURCES INC.					
		I-125A10120993	01 -5653348	DRUG TESTING FSA & FLEX MONTHLY FEE	048370	143.25
01-M00470	MILLER BROS. ENTERPRISE					
		I-11088-06	01 -5431203	REPAIRS & MAI REPAIR OVERHEAD DOOR	048371	115.00
01-M00480	MILLER GLASS					
		I-9046	01 -5548316	REPAIRS & MAI GLASS FOR KIOSK	048372	275.00
		I-9149	01 -5215480	CONTINGENCY/A INSTALL PULLS ON DOORS	048372	365.00
		I-9174	01 -5652316	REPAIRS & MAI GLASS DOOR INSTALLED	048372	306.66
		I-9174	01 -5653213	SAFETY SUPPLI GLASS DOOR INSTALLED	048372	306.67
01-M00487	MILLER OFFICE EQUIPMENT					
		I-111684	01 -5431202	OPERATING SUP OVERAGE CHARGE FOR C	048373	14.52
01-M00148	MC ALESTER VISION CENTE					
		I-28109	01 -5653213	SAFETY SUPPLI SAFETY GLASSES	048374	190.00
01-M00169	MCALESTER REG HEALTH					
		I-CITY LAB 10/1/09	01 -5653348	DRUG TESTING NEW HIRE DRUG TESTIN	048375	168.00
01-M00206	MCALESTER WELDING SUPPL					
		I-101509	01 -5862203	REPAIRS & MAI LEASE ON BOTTLES	048376	276.00
01-M00226	MC DONALDS RESTURANT					
		I-#17.	01 -5321202	OPERATING SUP PRISONER MEALS	048377	4.39
		I-#28.	01 -5321202	OPERATING SUP PRISONER MEALS	048377	19.45
		I-#49.	01 -5321202	OPERATING SUP PRISONER MEALS	048377	23.79
		I-#62.	01 -5321202	OPERATING SUP PRISONER MEALS	048377	16.07
		I-#77.	01 -5321202	OPERATING SUP PRISONER MEALS	048377	4.39
01-M00153	NATIONAL SAFETY COUNCIL					
		I-328955	01 -5653213	SAFETY SUPPLI DDC 8/6 VIDEO LEASE RENEW	048379	450.00
01-M00250	MCALESTER NEWS CAPITAL					
		I-01570197	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	048380	12.75
		I-01570352	01 -5652317	ADVERTISING & PUBLICATIONS	048380	17.85
		I-09-26089	01 -5542330	DUES & SUBSCR YEARLY SUBSCRIPTION FEE	048380	125.00
		I-JULY 2009	01 -5653317	ADVERTISING & NISC JOB ADVERTISEME	048380	30.60
01-M00271	NIX FORD					
		I-113011	01 -5431316	REPAIRS & MAI REPAIR AIR CONDITION	048381	289.86

PACKET: 04686 CLAIMS FOR 11/10/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000343	NORTHERN SAFETY CO INC					
		I-P254535601014	01 -5865204	SMALL TOOLS RAIN SUITES	048382	261.17
		I-P254535601014	01 -5865204	SMALL TOOLS RAIN SUITES	048382	111.93
		I-P254535601014	01 -5865204	SMALL TOOLS RAIN SUITE XXXL	048382	20.06
		I-P254535601014	01 -5865204	SMALL TOOLS STEEL TOE RUBBER BOO	048382	104.65
		I-P254535601014	01 -5865204	SMALL TOOLS RAIN SUITES FREIGHT	048382	31.78
01-000340	OSIA-OKLAHOMA SELF INSU					
		I-09-26676	01 -5653331	EMPLOYEE TRAV WORKERS COMP TRAININ	048387	100.00
01-000380	OKLA ST FIREFIGHTERS					
		I-09-26729	01 -5431330	DUES & SUBSCR MEMBERSHIP DUES	048388	2,408.00
01-000410	OKLA STATE UNIVERSITY					
		I-692	01 -5431331	EMPLOYEE TRAV FIRE FIGHTER 1 ACADEMY	048389	950.00
01-000530	OML-OK MUNICIPAL LEAGUE					
		I-032998	01 -5210330	DUES & SUBSCR OML UTILITY RATE BOO	048390	25.00
01-000592	ORTIVUS					
		I-INV029834	01 -5431202	OPERATING SUP MONTHLY SERVICE FEE	048391	285.00
01-000615	ATHERTON HOTEL @ OSU					
		I-118258	01 -5212331	EMPLOYEE TRAV 3 NIGHTS @ OMCTFOA CONF	048392	320.16
01-P00078	PAM JOSLIN					
		I-250	01 -5653207	CLOTHING ALLO CLOTHING ALLOWANCE	048393	72.72
		I-252-1	01 -5862207	CLOTHING ALLO CLOTHING ALLOWANCE	048393	72.00
		I-254	01 -5547207	CLOTHING ALLO CLOTHING ALLOWANCE	048393	310.00
		I-255	01 -5542207	CLOTHING ALLO CLOTHING ALLOWANCE	048393	501.00
		I-256	01 -5548207	CLOTHING ALLO CLOTHING ALLOWANCE	048393	202.50
		I-258	01 -5544207	CLOTHING ALLO CLOTHING ALLOWANCE	048393	150.00
01-P00404	POINDEXTER PLUMBING					
		I-102309	01 -5548316	REPAIRS & MAI HOT WATER TANK	048395	550.00
01-R00540	ROY THOMAS					
		I-RT1001	01 -5542316	REPAIRS & MAI REPAIR OVERHEAD DOOR	048397	1,200.00
01-S00150	SEARS COMMERCIAL ONE					
		I-020450091090	01 -5862204	SMALL TOOLS TOOL ALLOWANCE	048398	395.37
01-S00234	SHARE CORPORATION					
		I-721100	01 -5862203	REPAIRS & MAI POWER INVERTER	048400	666.57
01-S00386	SMITH KEY & HARDWARE					
		I-8048	01 -5548203	REPAIRS & MAI LOCKS & MISC FOR MAINT.	048401	215.82
01-S00726	STAPLES BUSINESS ADVANT					

PACKET: 04686 CLAIMS FOR 11/10/09

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FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-S00726	STAPLES BUSINESS ADVANT	continued				
		I-36754	01 -5210202	OPERATING SUP SUPPLIES	048404	105.95
		I-38985	01 -5653202	OPERATING SUP PAPER SHREDDER & MIS	048404	26.28
		I-39061	01 -5320202	OPERATING EXP MISC SUPPLIES	048404	73.99
		I-40774	01 -5653202	OPERATING SUP PAPER SHREDDER & MIS	048404	258.82
		I-8013707625	01 -5542202	OPERATING SUP NEW STORAGE CABINET	048404	186.99
01-S00770	STATEWIDE COMMUNICATION					
		I-1666	01 -5431203	REPAIRS & MAI REPAIR MISC - MEDIC	048405	39.00
01-S00791	STEIDLEY & NEAL, P.L.L.					
		I-11285	01 -5214302	CONSULTANTS LEGAL FEES	048406	576.50
		I-11288	01 -5214302	CONSULTANTS LEGAL FEES	048406	375.00
01-S00871	STEWART MARTIN EQUIPMEN					
		I-52417	01 -5862203	REPAIRS & MAI SOLENOID, HOSE, FREIGHT	048407	235.37
		I-52418	01 -5862203	REPAIRS & MAI BOLTS FOR CEMETERY MOWER	048407	111.40
01-S00913	STRATEGIC GOVERNMENT RE					
		I-09-26630	01 -5210330	DUES & SUBSCR EMPLOYMENT LAW TRAIN	048408	13.64
		I-09-26630	01 -5211330	DUES & SUBSCR EMPLOYMENT LAW TRAIN	048408	13.64
		I-09-26630	01 -5212330	DUES & SUBSCR EMPLOYMENT LAW TRAIN	048408	13.63
		I-09-26630	01 -5213330	DUES & SUBSCR EMPLOYMENT LAW TRAIN	048408	13.63
		I-09-26630	01 -5321331	EMPLOYEE TRAV EMPLOYMENT LAW TRAIN	048408	13.64
		I-09-26630	01 -5431330	DUES & SUBSCR EMPLOYMENT LAW TRAIN	048408	13.64
		I-09-26630	01 -5542330	DUES & SUBSCR EMPLOYMENT LAW TRAIN	048408	13.64
		I-09-26630	01 -5652330	DUES & SUBSCR EMPLOYMENT LAW TRAIN	048408	13.63
		I-09-26630	01 -5653330	DUES & SUBSCR EMPLOYMENT LAW TRAIN	048408	13.63
01-S00942	SUBWAY					
		I-239471	01 -5211331	EMPLOYEE TRAV TRAINING CLASS MEALS	048409	55.99
01-T00010	T. H. ROGERS LUMBER CO.					
		I-404793	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	048410	195.14
		I-404879	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	048410	120.95
		I-405502	01 -5547203	REPAIRS & MAI PLYWOOD FOR WET GROU	048410	293.33
01-T00499	TRACTOR SUPPLY COMPANY					
		I-301530112	01 -5542203	REPAIRS & MAI 60" INDUSTRIAL FAN	048411	64.98
01-T00540	TREATS SOLUTIONS INC					
		I-015919	01 -5542203	REPAIRS & MAI TRASH BAGS FOR PARKS	048412	341.20
01-U00130	UNITED SAFETY & CLAIMS					
		I-09-26747	01 -5215106	WORKMAN'S COM WORK COMP MED BILLS	048414	2,865.19
		I-7570	01 -5215106	WORKMAN'S COM SERVICE FEE FOR NOV 09	048415	1,233.75
01-W00040	WALMART COMMUNITY BRC					
		I-01726	01 -5653215	AWARDS PROGRA SERVICE AWARD REC PR	048416	75.97

PACKET: 04686 CLAIMS FOR 11/10/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-----						
31-W00040	WALMART COMMUNITY BRC		continued			
		I-C2354	01 -5862203	REPAIRS & MAI NUMBERS FOR ALL VEHICLES	048416	64.08
		I-08369	01 -5862203	REPAIRS & MAI NUMBERS FOR ALL VEHICLES	048416	80.57
		I-0877	01 -5320202	OPERATING EXP MISC SUPPLIES	048416	49.47
31-W00270	WHITE ELECTRICAL SUPPLY					
		I-S1122582.001	01 -5548203	REPAIRS & MAI MATERIALS FOR REPAIRS	048418	25.67
		I-S1129933.001	01 -5548203	REPAIRS & MAI MATERIALS FOR REPAIRS	048418	120.96
		I-S1130824.001	01 -5548203	REPAIRS & MAI MATERIALS FOR REPAIRS	048418	59.14
		I-S1133206.001	01 -5548203	REPAIRS & MAI MATERIALS FOR REPAIRS	048418	14.62
		I-S1134177.001	01 -5548203	REPAIRS & MAI MATERIALS FOR REPAIRS	048418	79.88
		I-S1138757.001	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	048418	124.16
		I-S1140630.001	01 -5548203	REPAIRS & MAI MATERIALS FOR REPAIRS	048418	165.01
		I-S1141109.001	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	048418	39.91
		I-S1141143.001	01 -5548203	REPAIRS & MAI MATERIALS FOR REPAIRS	048418	16.49
31-X00020	XEROX CORP-MAJOR ACCOUN					
		I-800538186	01 -5215312	EQUIPMENT REN XEROX LEASE - JUNE	048419	1,550.93
31-200010	ZEE MEDICAL INK					
		I-0021973454	01 -5862202	OPERATING SUP FIRST AID SUPPLIES	048420	28.30
		I-21973413	01 -5212202	OPERATING SUP FIRST AID SUPPLIES	048420	97.10
			FUND 01 GENERAL FUND	TOTAL:		58,714.76

PACKET: 04686 CLAIMS FOR 11/10/09

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-----						
01-A00103	ACCURATE LABS & MINING					
		I-9109086	02 -5974308	CONTRACTED SE DBP'S (STAGE 3)	048310	2,720.00
		I-S8206	02 -5973331	EMPLOYEE TRAV CLASS C OPERATOR SCHOOL	048310	295.00
01-A00366	ALLIED AFFILIATED FUND					
		I-CA-0000017834	02 -5216316	REPAIRS & MAI MAINT FOR DATAMATIC	048314	3,414.95
01-A00665	APPLIED ENERGY CO					
		I-299523-001	02 -5973203	REPAIRS & MAI BLOWER FOR EAST PLAN	048316	2,427.00
01-A00751	ATWOODS					
		I-3375876	02 -5973203	REPAIRS & MAI MAINTENANCE SUPPLIES	048320	148.20
01-A00770	AUTO PARTS CO					
		I-850506	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	048322	30.98
		I-850512	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	048322	46.26
		I-850540	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	048322	75.91
		I-850548	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	048322	32.48
		I-850580	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	048322	62.52
		I-850608	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	048322	61.39
		I-850613	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	048322	6.65
		I-850653	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	048322	18.72
		I-850654	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	048322	175.77
		I-850702	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	048322	86.00
01-B00043	B & S SUPPLY, INC.					
		I-59438	02 -5975204	SMALL TOOLS BOLTS, NUTS FOR REPAIRS	048323	356.45
		I-59523	02 -5862203	REPAIRS & MAI NUTS, BOLTS, SCREWS, CABL	048323	1,325.08
01-B00180	BEMAC SUPPLY					
		I-S1476903.001	02 -5974203	REPAIRS & MAI SUPPLIES FOR WTP - MAINT	048327	98.51
		I-S1480034.002	02 -5973203	REPAIRS & MAI MAINTENANCE SUPPLIES	048327	71.79
		I-S1484449.001	02 -5974203	REPAIRS & MAI SUPPLIES FOR WTP - MAINT	048327	29.02
		I-S1484863.001	02 -5973203	REPAIRS & MAI MAINTENANCE SUPPLIES	048327	92.91
		I-S1486128.001	02 -5973203	REPAIRS & MAI MAINTENANCE SUPPLIES	048327	143.75
		I-S1487131.001	02 -5974203	REPAIRS & MAI SUPPLIES FOR WTP - MAINT	048327	37.91
		I-S1487395.001	02 -5973203	REPAIRS & MAI MAINTENANCE SUPPLIES	048327	13.34
01-B00491	BRENNTAG SOUTHWEST					
		I-BSW163005	02 -5974206	CHEMICALS TON CYLINDERS OF CHI.	048328	4,266.15
01-C00046	C D W GOVERNMENT, INC					
		I-QBC2020	02 -5216401	CAPITAL OUTLA IBM MEDIA TRAY	048331	1,432.00
01-C00489	UNITED FUEL & ENERGY/CL					
		I-1160857-IN	02 -5862205	PETROLEUM PRO DRUMS TRANS HYD,	048335	1,859.00
		I-1160857-IN	02 -5862205	PETROLEUM PRO DRUMS ANTI-FREEZE	048335	416.90
		I-1160857-IN	02 -5862205	PETROLEUM PRO DRUMS ROTELLA T15W40	048335	1,173.70

PACKET: 04686 CLAIMS FOR 11/10/09

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000621	COMFORT SUITES CENTRAL					
		I-21277945	02 -5973331	EMPLOYEE TRAV WATER LICENSE SCHOOL	048337	275.89
01-000669	CONTINENTAL RESEARCH CO					
		I-322603-CRC-1	02 -5973203	REPAIRS & MAI BACTO - DOSE	048338	667.14
01-000016	FAIRBANKS SCALES					
		I-855951	02 -5864203	REPAIRS & MAI REPAIR LANDFILL SCALES	048347	2,630.09
01-000010	G & C RENTAL CENTER, IN					
		I-241	02 -5862205	PETROLEUM PRO FUEL FOR DOZER & LF	048351	51.45
01-000189	LAWSON PRODUCTS					
		I-8568498	02 -5862203	REPAIRS & MAI WELDING SUPPLIES	048364	964.66
01-000428	LOWE'S CREDIT SERVICES					
		I-01266.	02 -5975202	OPERATING SUP SUPPLIES	048366	64.62
		I-01808	02 -5975202	OPERATING SUP SUPPLIES	048366	164.76
		I-07053	02 -5975202	OPERATING SUP SUPPLIES	048366	147.57
01-000480	MILLER GLASS					
		I-9174	02 -5972202	OPERATING SUP GLASS DOOR INSTALLED	048372	306.67
01-000345	NSI SOLUTIONS, INC					
		I-267666	02 -5973203	REPAIRS & MAI TSS QC SAMPLES	048383	144.00
01-000075	O'REILLY AUTO PARTS					
		I-0230-179622	02 -5973203	REPAIRS & MAI MAINTENANCE SUPPLIES	048384	110.36
		I-0230-188834	02 -5973203	REPAIRS & MAI MAINTENANCE SUPPLIES	048384	6.99
		I-0230-190232	02 -5973203	REPAIRS & MAI MAINTENANCE SUPPLIES	048384	174.28
		I-0230-190545	02 -5973203	REPAIRS & MAI MAINTENANCE SUPPLIES	048384	71.01
		I-0230-191868	02 -5973203	REPAIRS & MAI MAINTENANCE SUPPLIES	048384	48.58
01-000275	OKLA DEPT OF COMMERCE					
		I-#8908 NOV 09	02 -5267521	CDBG LOAN #89 CDBG - EDIF #8908	048386	1,145.83
01-000078	PAM JOSLIN					
		I-251	02 -5864207	CLOTHING ALLO CLOTHING ALLOWANCE	048393	432.44
		I-252	02 -5862207	CLOTHING ALLO CLOTHING ALLOWANCE	048393	297.34
		I-259	02 -5973207	CLOTHING ALLO CLOTHING ALLOWANCE	048393	791.16
01-000090	RAM INC					
		I-12551	02 -5862205	PETROLEUM PRO DIESEL	048396	3,083.40
01-000205	SEQUOYAH ENGINEERING, I					
		I-S190V0909.3	02 -5974308	CONTRACTED SE DRAWING SET MODIFICA	048399	150.00
01-000234	SHARE CORPORATION					
		I-716694	02 -5862203	REPAIRS & MAI LEFT HAND DRILL BITS,	048400	854.50

PACKET: 04686 CLAIMS FOR 11/10/09

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-S00530 SOUTHWEST CHEMICAL SERV						
		I-87267	02 -5974206	CHEMICALS CAUSTIC SODA	048402	2,487.00
		I-87375	02 -5974206	CHEMICALS CAUSTIC (2 LOADS)	048402	6,604.80
		I-87390	02 -5974206	CHEMICALS ALUM (2 LOADS)	048402	3,539.25
01-S00710 STANDARD MACHINE LLC						
		I-210270	02 -5862203	REPAIRS & MAI METAL FOR KEY STOCK	048403	261.60
		I-210283	02 -5862203	REPAIRS & MAI C-30 PUMP	048403	478.50
01-S00726 STAPLES BUSINESS ADVANT						
		I-26445	02 -5866202	OPERATING SUP PAPER, INK	048404	105.44
		I-32699	02 -5866202	OPERATING SUP PAPER, INK	048404	134.55
		I-35368	02 -5866202	OPERATING SUP PAPER, INK	048404	105.53
		I-40476	02 -5866204	SMALL TOOLS NEW TIME CLOCK	048404	174.43
01-S00913 STRATEGIC GOVERNMENT RE						
		I-09-26630	02 -5871331	EMPLOYEE TRAV EMPLOYMENT LAW TRAIN	048408	13.64
		I-09-26630	02 -5972331	EMPLOYEE TRAV EMPLOYMENT LAW TRAIN	048408	13.64
01-U00053 UTILITY SUPPLY						
		I-042172	02 -5975202	OPERATING SUP SUPPLIES-WATER/SEWER REPA	048413	255.00
		I-042173	02 -5975202	OPERATING SUP SUPPLIES-WATER/SEWER REPA	048413	124.08
		I-042174	02 -5975202	OPERATING SUP SUPPLIES-WATER/SEWER REPA	048413	86.72
		I-042175	02 -5975202	OPERATING SUP SUPPLIES-WATER/SEWER REPA	048413	299.66
		I-042176	02 -5975202	OPERATING SUP SUPPLIES-WATER/SEWER REPA	048413	74.81
		I-042177	02 -5975202	OPERATING SUP SUPPLIES-WATER/SEWER REPA	048413	144.43
01-J00130 UNITED SAFETY & CLAIMS						
		I-09 26747	02 -5267106	WORKMAN'S COM WORK COMP MED BILLS	048414	2,865.19
01-W00130 WATER PRODUCTS						
		I-0778667-IN	02 -5216202	OPERATING SUP 3" X 36" HOG PUMPS	048417	254.72
		I-0778667-IN	02 -5216202	OPERATING SUP 2" X 3" SMALL PUMPS	048417	179.12
		I-0778667-IN	02 -5216202	OPERATING SUP 3" X 36" TUBES W/LENSE	048417	190.00
		I-0778667-IN	02 -5216202	OPERATING SUP 3" (2X MAG) LENSES	048417	140.00
01-W00270 WHITE ELECTRICAL SUPPLY						
		I-S1122816.001	02 -5973316	REPAIRS & MAI ELECT SUPPLIES - MAINT	048418	20.11
		I-S1127713.001	02 -5974203	REPAIRS & MAI ELECTRICAL SUPPLIES	048418	75.33
		I-S1131975.001	02 -5973203	REPAIRS & MAI PLANT ELECTRICAL SUPPLIES	048418	120.30
		I-S1136835.001	02 -5973203	REPAIRS & MAI PLANT ELECTRICAL SUPPLIES	048418	39.95

FUND 02 MPWA TOTAL: 52,288.78

PACKET: 04686 CLAIMS FOR 11/10/09

VENDOR SET: 01

FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00751	ATWOODS						
		I-3359244	03	-5876207	CLOTHING ALLO CLOTHING ALLOWANCE	048317	150.00
		I-3360014	03	-5876207	CLOTHING ALLO CLOTHING ALLOWANCE	048318	89.97
		I-3360463	03	-5876207	CLOTHING ALLO CLOTHING ALLOWANCE	048318	105.94
01-F00170	FIRST NATIONAL BANK						
		I-#119817 NOV 09	03	-5876511	FNB LOAN #119 LOAN 119817 -AIRPORT AUTH	048348	2,510.00
01-P00078	PAM JOSLIN						
		I-253	03	-5876207	CLOTHING ALLO CLOTHING ALLOWANCE	048393	96.00
				FUND	03 AIRPORT AUTHORITY	TOTAL:	2,951.91

PACKET: 04686 CLAIMS FOR 11/10/09

VENDOR SET: 01

FUND : 08 NUTRITION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-D00213	DEBBIE COMPTON					
		I-09-26724	08 -554930B	CONTRACT SERV REIMBURSEMENT OF MIL	048341	132.00
		I-09-26725	08 -554930B	CONTRACT SERV CONTRACT MEAL DELIVE	048342	150.00
01-R00207	EMMA E. BELLIS					
		I-09-26726	08 -554930B	CONTRACT SERV REIMBURSEMENT OF MIL	048343	66.00
		I-09-26727	08 -554930B	CONTRACT SERV CONTRACT MEAL DELIVE	048344	90.00
01-M00339	MIKE CARR					
		I-09-26723	08 -554930B	CONTRACT SERV REIMBURSEMENT OF MIL	048369	151.25
			FUND	08 NUTRITION	TOTAL:	589.25

PACKET: 04686 CLAIMS FOR 11/10/09

VENDOR SET: 01

FUND : 11 EMPLOYEE RETIREMENT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-ACC664	APEX GLOBAL PARTNERS					
		I-14242	11 5220302	CONSULTANTS ANNUAL ACTUARIAL SERV	048315	10,000.00
		I-14242	11 -5220302	CONSULTANTS ANNUAL ACTUARIAL SERV	048315	1,875.00
		I-14242	11 -5220302	CONSULTANTS ANNUAL ACTUARIAL SERV	048315	831.25
			FUND 11	EMPLOYEE RETIREMENT	TOTAL:	12,706.25

PACKET: 04686 CLAIMS FOR 11/10/09

VENDOR SET: 01

FUND : 16 STATE FORFEITURE FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00267	AIRGAS	I-106585738	16 -5323202	OPERATING SUP CARTRIDGES (MASK) NA	048312	607.68
			FUND	16 STATE FORFEITURE FUND	TOTAL:	607.68

PACKET: 04686 CLAIMS FOR 11/10/09

VENDOR SET: 01

FUND : 28 SE EXPO CTR/TOURISM FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-----						
31-A00751	ATWOODS					
		1-3360220	28 -5654207	CLOTHING ALL CLOTHING ALLOWANCE	048318	140.95
		1-3360224	28 -5654207	CLOTHING ALL CLOTHING ALLOWANCE	048318	150.00
31-P00078	PAM JOSLIN					
		1-257	28 -5654207	CLOTHING ALL CLOTHING ALLOWANCE	048393	147.00
31-P00210	PEPSI COLA					
		1-146384	28 -5654210	CONCESSION SU BAG-N-BOX & CO2	048394	20.00
			FUND 28	SE EXPO CTR/TOURISM FUND TOTAL:		457.95

PACKET: 04686 CLAIMS FOR 11/10/09

VENDOR SET: 01

FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00046	C D W GOVERNMENT, INC					
		I-QJR5845	29 -5324316	REPAIRS-MAINT BELKIN 50' MON COAX	048331	30.95
		I-Q0D4700	29 -5324316	REPAIRS-MAINT BELKIN 60' CADLE	048331	50.32
01-H00123	HEADSETS.COM					
		I-2228157-01	29 -5324202	OPERATING SUP HEADSETS	048355	323.20
01-N00110	NENA-NATIONAL EMERGENCY					
		I-257167	29 -5324202	OPERATING SUP YRLY MEMBERSHIP 2010	048378	120.00
01-N00250	MCALESTER NEWS CAPITAL					
		I-02567339	29 -5324202	OPERATING SUP CITY BITS 5 DAYS 911	048380	130.00
			FUND	29 E-911	TOTAL:	662.47

PACKET: 04686 CLAIMS FOR 11/10/09

VENDOR SET: 01

FUND : 30 ECONOMIC DEVELOPMENT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
11-000275	OKLA DEPT OF COMMERCE					
		I-#12248 NOV 09	30 -5211510	CDBG / EDIF D CDBG - EDIF CONT. #12248	048385	282.50
				FUND 30 ECONOMIC DEVELOPMENT	TOTAL:	282.50
					REPORT GRAND TOTAL:	129,261.55

## \*\* 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	281.00	4,000	3,601.51		
	01 -5210202	OPERATING SUPPLIES	105.95	5,000	3,483.62		
	01 -5210330	DUES & SUBSCRIPTIONS	38.64	2,200	2,082.36		
	01 -5211308	CONTRACTED SERVICES	1,796.75	16,895	905.00		
	01 -5211330	DUES & SUBSCRIPTIONS	13.64	300	286.36		
	01 -5211331	EMPLOYEE TRAVEL & TRAININ	55.99	5,000	4,039.14		
	01 -5212202	OPERATING SUPPLIES	197.10	3,000	1,850.58		
	01 -5212317	ADVERTISING & PRINTING	12.75	5,000	4,750.00		
	01 -5212330	DUES & SUBSCRIPTIONS	163.63	350	134.87		
	01 -5212331	EMPLOYEE TRAVEL & TRAININ	320.16	2,500	1,989.84		
	01 -5213330	DUES & SUBSCRIPTIONS	13.63	800	786.37		
	01 -5214302	CONSULTANTS	4,031.56	110,000	83,884.22		
	01 -5215106	WORKMAN'S COMP	4,098.94	325,000	210,793.76		
	01 -5215312	EQUIPMENT RENTALS	1,550.93	40,000	15,846.72		
	01 -5215480	CONTINGENCY/ADA COMPLIANCE	365.00	32,957	29,522.30		
	01 -5215510	LEASE PAYMENT	5,185.00	81,981	56,056.00		
	01 -5225349	INCODE SOFTWARE MAINTENANC	200.00	30,000	3,827.00		
	01 -5225401	COMPUTER TECHNOLOGY	95.95	45,000	24,066.18		
	01 -5320202	OPERATING EXPENSE	240.20	4,500	2,721.87		
	01 -5321202	OPERATING SUPPLIES	68.09	15,500	11,543.28		
	01 -5321308	CONTRACTED SERVICES	81.97	22,150	19,220.04		
	01 -5321316	REPAIRS & MAINTENANCE	216.29	12,000	10,555.55		
	01 -5321331	EMPLOYEE TRAVEL & TRAININ	13.64	9,500	8,858.72		
	01 -5324202	OPERATING SUPPLIES	323.20	1,000	194.97		
	01 -5431202	OPERATING SUPPLIES	798.76	30,000	19,547.54		
	01 -5431203	REPAIRS & MAINT SUPPLIES	358.55	20,000	13,532.35		
	01 -5431207	CLOTHING ALLOWANCE	1,572.67	16,400	2,234.91		
	01 -5431316	REPAIRS & MAINTENANCE	710.68	18,000	13,928.85		
	01 -5431330	DUES & SUBSCRIPTIONS	2,421.64	10,920	6,228.36		
	01 -5431331	EMPLOYEE TRAVEL & TRAININ	1,470.28	14,000	7,235.32		
	01 -5431401	CAPITAL OUTLAY	929.30-	25,000	6,855.32		
	01 -5542202	OPERATING SUPPLIES	916.99	48,000	38,397.36		
	01 -5542203	REPAIRS & MAINT SUPPLIES	3,208.46	26,000	5,615.72		
	01 -5542207	CLOTHING ALLOWANCE	1,344.00	2,250	906.00		
	01 -5542308	CONTRACTED SERVICES	2,675.00	15,500	8,362.71		
	01 -5542316	REPAIRS & MAINTENANCE	1,900.00	18,000	8,938.51		
	01 -5542319	MISCELLANEOUS	98.00	18,000	14,499.15		
	01 -5542330	DUES & SUBSCRIPTIONS	138.64	600	117.16		
	01 -5544207	CLOTHING ALLOWANCE	300.00	500	200.00		
	01 -5544401	CAPITAL OUTLAY	2,800.00	2,800	0.00		
	01 -5547203	REPAIRS & MAINT SUPPLIES	293.33	11,000	8,053.29		
	01 -5547207	CLOTHING ALLOWANCE	716.87	1,250	533.13		
	01 -5548203	REPAIRS & MAINTENANCE SUPP	1,254.53	50,000	30,319.01		
	01 -5548207	CLOTHING ALLOWANCE	593.68	1,000	406.32		
	01 -5548316	REPAIRS & MAINTENANCE	1,171.07	19,300	12,340.44		

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
01	-5652207	CLOTHING ALLOWANCE	26.00	1,000	537.12		
01	-5652316	REPAIRS & MAINTENANCE	306.66	1,000	693.34		
01	-5652317	ADVERTISING & PRINTING	17.85	3,000	1,837.70		
01	-5652330	DUES & SUBSCRIPTIONS	13.63	3,000	2,705.63		
01	-5653202	OPERATING SUPPLIES	411.27	2,000	797.94		
01	-5653207	CLOTHING ALLOWANCE	150.00	250	100.00		
01	-5653213	SAFETY SUPPLIES	946.67	8,500	5,754.74		
01	-5653215	AWARDS PROGRAM	75.97	5,500	673.63		
01	-5653317	ADVERTISING & PRINTING	30.60	4,000	3,750.00		
01	-5653330	DUES & SUBSCRIPTIONS	13.63	1,000	657.87		
01	-5653331	EMPLOYEE TRAVEL & TRAININ	299.00	1,500	743.55		
01	-5653348	DRUG TESTING & MISC. FEES	311.25	8,000	5,165.20		
01	-5862202	OPERATING SUPPLIES	28.30	1,500	913.12		
01	-5862203	REPAIRS & MAINT SUPPLIES	6,029.57	215,000	103,600.65		
01	-5862204	SMALL TOOLS	545.37	2,250	1,055.49		
01	-5862205	PETROLEUM PRODUCTS	568.25	272,500	171,886.22		
01	-5862207	CLOTHING ALLOWANCE	591.90	1,000	408.10		
01	-5865202	OPERATING SUPPLIES	58.10	3,000	1,421.83		
01	-5865204	SMALL TOOLS	529.59	2,500	1,970.41		
01	-5865207	CLOTHING ALLOWANCE	783.35	3,250	1,517.59		
01	-5865218	STREET REPAIRS & MAINTENAN	4,693.94	200,000	17,697.32		
02	-5216202	OPERATING SUPPLIES	763.84	20,000	11,267.34		
02	-5216316	REPAIRS & MAINTENANCE	3,414.95	7,000	2,370.05		
02	-5216401	CAPITAL OUTLAY	1,432.00	4,250	55.69-	Y	
02	-5267106	WORKMAN'S COMP	2,865.19	225,000	163,722.62		
02	-5267521	CDBG LOAN #8908	1,145.83	13,749	6,874.98		
02	-5862203	REPAIRS & MAINT SUPPLIES	4,480.92	215,000	107,009.42		
02	-5862205	PETROLEUM PRODUCTS	6,584.45	272,500	186,831.13		
02	-5862207	CLOTHING ALLOWANCE	297.34	1,000	400.00		
02	-5864203	REPAIRS & MAINT SUPPLIES	2,630.09	32,000	18,919.25		
02	-5864207	CLOTHING ALLOWANCE	432.44	1,000	406.00		
02	-5866202	OPERATING SUPPLIES	345.52	3,500	2,710.66		
02	-5866204	SMALL TOOLS	174.43	1,500	19.63		
02	-5871331	EMPLOYEE TRAVEL & TRAININ	13.64	2,000	287.45		
02	-5972202	OPERATING SUPPLIES	306.67	3,500	1,892.85		
02	-5972331	EMPLOYEE TRAVEL & TRAINING	13.64	800	786.36		
02	-5973203	REPAIRS & MAINT SUPPLIES	4,279.60	57,500	26,734.84		
02	-5973207	CLOTHING ALLOWANCE	791.16	3,250	1,464.20		
02	-5973316	REPAIRS & MAINTENANCE	20.11	56,500	53,034.88		
02	-5973331	EMPLOYEE TRAVEL & TRAININ	570.89	2,000	1,035.05		
02	-5974203	REPAIRS & MAINT SUPPLIES	240.77	40,000	8,460.01		
02	-5974206	CHEMICALS	16,897.20	380,000	250,650.83		
02	-5974308	CONTRACTED SERVICES	2,870.00	55,000	51,830.00		
02	-5975202	OPERATING SUPPLIES	1,361.65	34,000	22,803.96		
02	-5975204	SMALL TOOLS	356.45	2,500	2,143.55		

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	03 -5876207	CLOTHING ALLOWANCE	441.95	750	308.09		
	03 -5876511	FNB LOAN #119817 PAYMENTS	2,510.00	30,120	15,060.00		
	08 -5549308	CONTRACT SERVICES	589.25	14,800	8,567.20		
	11 -5220302	CONSULTANTS	12,706.25	20,000	7,293.75		
	16 -5323202	OPERATING SUPPLIES	607.68	50,145	49,537.32		
	28 -5654207	CLOTHING ALLOWANCE	437.95	1,000	562.05		
	28 -5654210	CONCESSION SUPPLIES	20.00	25,000	16,839.29		
	29 -5324202	OPERATING SUPPLIES	573.20	18,000	15,572.57		
	29 -5324316	REPAIRS-MAINTENANCE	89.27	25,000	17,208.51		
	30 -5211510	COBG / EDIF DURALINE LOAN	282.50	3,390	0.00		
	** 2009-2010 YEAR TOTALS **		129,261.55				

NO ERRORS

\*\* END OF REPORT \*\*

PACKET: 04686 CLAIMS FOR 11/10/09

VENDOR SET: 01

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

FUND DISTRIBUTION

FUND NO#	FUND NAME	AMOUNT
01	GENERAL FUND	58,714.76CR
02	MPWA	52,288.78CR
03	AIRPORT AUTHORITY	2,351.91CR
08	NUTRITION	589.25CR
11	EMPLOYEE RETIREMENT	12,706.25CR
16	STATE FORFEITURE FUND	607.68CR
28	SE EXPO CTR/TOURISM FUND	457.95CR
29	E-911	662.47CR
30	ECONOMIC DEVELOPMENT	282.50CR
** TOTALS **		129,261.55CR

---- 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		129,261.55	129,261.55CR	0.00
		129,261.55	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		129,261.55	129,261.55CR	0.00
		129,261.55	0.00	

TOTAL CHECKS TO PRINT: 107

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ERRORS: 0                      WARNINGS: 0



# McAlester City Council

## AGENDA REPORT

Meeting Date: 11/03/2009  
Department: Fire Department  
Prepared By: Harold Stewart  
Date Prepared: 11/03/2009

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

### Subject

Consider, and act upon entering into an annual service agreement with Simplex Grinnell (State contract SW 403) for testing and maintenance of Fire Alarm System in City Hall.

### Recommendation

Motion to approve the Mayor's signature on service agreement with Simplex Grinnell for maintenance and annual testing of Fire Alarm System in City Hall.

### Discussion

The Fire Alarm System was installed with monies the McAlester Fire Department received from Oklahoma Department of Homeland Security. It is required by State and City Fire Code the system be tested on an annual basis.

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	HRS	11/03/2009
City Manager	PS <i>PJS</i>	11/03/2009

**tyco**

Fire &  
Security

**SimplexGrinnell**

SimplexGrinnell LP  
6111 New Sapulpa Road  
Tulsa, Oklahoma 74131

Tel: 918-582-6121  
Fax: 918-582-6207  
www.simplexgrinnell.com

Oklahoma Alarm/Sprinkler Lic. #0731

## OKLAHOMA STATE AGREEMENT SW 403

**By and Between SimplexGrinnell and City of McAlester**

**Services will be provided at the following location(s): 28 E Washington St**

SimplexGrinnell shall perform the services set forth in this agreement according to the OKLAHOMA STATE CONTRACT general terms and conditions.

**Type of Service: Full Service Fire Alarm Coverage including test and inspection**

**Price: Four thousand one hundred seventy Dollars and forty one Cents (\$4117.41).**

See Pricing spread sheet attached.

Payment Terms: Prompt payment terms Net 45. Payment for Service(s) shall be total contract unless expressly provided otherwise in this Agreement. Charges for work outside the scope of this Agreement shall be billed at the applicable State contract rates for labor, materials, and travel.

**Term:**

The term of this Agreement shall be April 1, 2009 – March 31, 2010. SimplexGrinnell's current charges as reflected on SimplexGrinnell's invoice shall apply for each renewal period. Notwithstanding the foregoing, either party may terminate this Agreement by giving thirty (30) days advance written notice.

**ACCEPTED BY:**

**SIMPLEXGRINNELL**

By: Chaera L. Stone

Oklahoma Alarm License:

Title: Retention Specialist

Signature: \_\_\_\_\_

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

Address: 6111 New Sapulpa Rd.

Tulsa, OK 74131

918-582-6121

cstone@simplexgrinnell.com

**SUBSCRIBER:**

City of McAlester

By: Kevin Priddle

\_\_\_\_\_  
Title:

P O Number: \_\_\_\_\_

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

Phone: 918-423-9300

Fax: 918-423-6910

LINE ITEMS - Fire Alarm Contract (Addressable) SIN 561-001	initial test, inspect, & report	Qty	Sub-total						Annual Full Maint.	Qty	Sub Total annual Main
Misc											\$
Fire Alarm System Recorder	\$ 3.00		\$ -						Test Only		
Fire Alarm System Event Printer	\$ 3.00		\$ -						\$ 132.00		\$
Door closer	\$ 3.00		\$ -						\$ 30.00		\$
Smoke Dampers Electric	\$ 35.00		\$ -						\$ 200.00		\$
Smoke Damper-Fusible Link	\$ 75.00		\$ -								
Smoke Dampers Locate	\$ 50.00		\$ -								
	\$ -		\$ -								
Central Station Monitoring/fire/sprinkler	\$ 288.00		\$ -								
Central Station Monitoring/security	\$ 288.00		\$ -								
Central Station Monitoring/combo	\$ 408.00		\$ -								
Central Station Monitoring add bldgs	\$ 148.00		\$ -								
	\$ -		\$ -								\$
	\$ -		\$ -								\$
Non Line Items	\$ -		\$ -								\$
Service Plus	\$ -		\$ -								\$
Monitoring/ programming/ install	\$ 99.50		\$ -	per hour rate							\$
	\$ -		\$ -								\$
			\$ -								\$
			\$ -								\$
			\$ -								\$

Initial Test & Inspect. Sub Total:	\$ -	Annual Full Maint. Subtotal:	\$ 4,159
Negotiated Discount	\$ -	Negotiated Discount	\$ 41
Sub-total discount	\$ -	Sub-total discount	\$ 4,117
charge \$ .55 per mile round trip from main	\$ -	charge \$ .55 per mile round trip	\$ -
Sub-total	\$ -	Sub-total	\$ 4,117
Tax (if applicable)		Tax (if applicable)	
Add'l Reduction		Add'l Reduction	
Total	\$ (4,117.41)	Total	\$ 4,117.41

Zip Code	74501	Order Total
Facility Name	City of McAlester	\$ 4,117.41
Address	28 E Washington	
City	McAlester	
State	OK	

### Inspections and services- Fire Alarm systems

**Instructions.** For inspections only insert the quantity of devices inspected. The form will calculate the totals. Go to the bottom and Mileage will be figured from either central OKC or Tulsa to the job site.

#### Rates Technician

#### Technician Software Based Systems

Additional Labor services, during normal working hours per hour  
 Additional Labor services, outside normal working hours per hour  
 Repair Services during normal hours per hour  
 Repair services outside normal hours per hour

Per Hour	Qty.	Total	
104.38		\$0.00	For full service, insert the quantities of devices that you want covered
156.57		\$0.00	full maintenance box. If additional inspections are needed (semi-annual or quarterly) fill in the appropriate inspection boxes. The form will calculate total less mileage. As mileage as above.
104.38		\$0.00	
156.57		\$0.00	for items not on this sheet contact a SimplexGrinnell Sales Representative

For help on pricing contact a SimplexGrinnell sales Representative  
 Oklahoma City--(405) 246-1000 Jay Collins  
 Tulsa--(918) 582-6169 Deirdre Foster

SimplexGrinnell  
Oklahoma State Wide  
Inspections and Service  
contract SW 40403

Contractor: SimplexGrinnell  
State of Oklahoma  
6111 New Sapulpa Rd  
Tulsa, OK 74131  
918-582-6121

SimplexGrinnell State Contract Number: SW403  
Chaera Stone  
Date: February 24, 2009

State: OK <----(Use first Scroll Bar to select state where work is to be performed.)  
City: McAlester <----(Use second Scroll Bar to select city where work is to be performed)

Facility Name: City of McAlester  
Address: 28 E Washington  
Zip Code: 74501

**Inspections and services- Fire Alarm systems**

Enter quantity of each of desired line items below the rose colored boxes  
Total Price will automatically be calculated at bottom of sheet.

LINE ITEMS - Fire Alarm Contract (Addressable) SIN 561-001	initial test, inspect, & report	Qty	Sub-total							Annual Full Maint.	Qty	Sub Tot annual f Maint.
<b>Control Equipment</b>												
Control Panel Monitored	\$ 150.00		\$ -							\$ 1,125.00	1	\$ 1,125
Additional Panel (each)	\$ 75.00		\$ -							\$ 800.00		\$
Control Panel Unmonitored	\$ 150.00		\$ -							Test Only		
Control Panel Special Systems (i.e. preaction, CO2, Halon alternative, etc)	150.00		\$ -							\$ 545.00		\$
Control Panel Central Transmitter	Included											\$
Central Station Receiver	Included											\$
Annunciator LED type	\$ 50.00		\$ -							\$ 82.00		\$
Annunciator graphical type	\$ 50.00		\$ -							\$ 75.00		\$
Voice Panel	\$ 75.00									\$ 520.00		
Monitor modules	included									\$ 10.00		\$
Control modules	\$ 3.00		\$ -							\$ 10.00		\$
Notification appliance module	included									\$ 5.00		\$
NAC Power Extender (Includes Battery Testing)	\$ 50.00		\$ -							\$ 200.00	1	\$ 200.
<b>Batteries</b>												
Battery testing - lead acid	\$ 25.00		\$ -							\$ 37.00		\$
Battery testing - gel cell	\$ 25.00		\$ -							\$ 37.00	4	\$ 148.
Battery testing - Ni-Cad	\$ 25.00		\$ -							\$ 37.00		\$
Battery charger	Included									Included		
Quarterly Battery Load testing	\$ 225.00											\$
<b>Emergency voice/alarm</b>												
Emerg. Telephone	\$ 3.00		\$ -							\$ 29.00		\$
Phone Jacks	\$ 3.00		\$ -							\$ 10.00		\$
Call-in signal, off-hook indicator	Included									Included		
amplifier & tone generators	included									Included		
												\$
<b>Initiating Devices (price per device)</b>												
Duct detector Test & Clean	\$ 35.00		\$ -							\$ 40.00		\$
heat detector: restorable	\$ 10.00		\$ -							\$ 9.00		\$
heat detector: non-restorable	\$ 10.00		\$ -							\$ 12.00	9	\$ 108.0
smoke detector: photoelectric (Includes Cleaning)	\$ 13.00		\$ -							\$ 17.00		\$
smoke detector: beam detection	\$ 13.00		\$ -							\$ 180.00		\$
smoke detector: ionization	\$ 10.00		\$ -							\$ 15.00	105	\$ 1,575.00
smoke detector: laser	\$ 20.00		\$ -									
Fire Alarm Box, Manual, Uncoded	\$ 3.00		\$ -							\$ 9.00	7	\$ 63.00
Fire Alarm Box, Manual, Coded	\$ 3.00		\$ -							\$ 30.00		\$
Sensitivity Test	\$ 20.00		\$ -							Test Only		
Flame Detector	\$ 20.00		\$ -							\$ 100.00		\$
Gas Detector	\$ 20.00		\$ -							\$ 30.00		\$
Elevator Shunt Trip Test	\$ 20.00		\$ -							Test Only		
Duct Detector Test only	\$ 20.00		\$ -							Test Only		
<b>Supervisory Devices (price per device)</b>												
Fire Supervisory Signal, Emergency	\$ 6.00		\$ -							\$ 15.00		\$
Fire Supervisory Signal, Air Pressure	\$ 6.00		\$ -							\$ 15.00		\$
Fire Supervisory Signal, Fire Pump	\$ 6.00		\$ -							\$ 15.00		\$
<b>Misc</b>												
Water tank, low level	\$ 3.00		\$ -							\$ 15.00		\$
Water tank, high level	\$ 3.00		\$ -							\$ 15.00		\$
Water tank, temperature	\$ 3.00		\$ -							\$ 15.00		\$
												\$
<b>Alarm Notification Appliances (price</b>												
Fire Alarm, Bell	\$ 3.00		\$ -							\$ 10.00		\$
Speakers	\$ 3.00		\$ -							\$ 10.00		\$
Fire Alarm Visual Device	\$ 3.00		\$ -							\$ 20.00	47	\$ 940.00
Horns	\$ 3.00		\$ -							\$ 18.00		\$
chimes	\$ 3.00		\$ -							\$ 10.00		\$



# McAlester City Council

## AGENDA REPORT

Meeting Date:	<u>November 10, 2009</u>	Item Number:	<u>2</u>
Department:	<u>Acting City Manager</u>	Account Code:	<u>N/A</u>
Prepared By:	<u>Peter Stasiak</u>	Budgeted Amount:	<u>N/A</u>
Date Prepared:	<u>October 31, 2009</u>	Exhibits:	<u>(1) Vehicle Report</u>

### Subject

Consider and act upon the disposal of obsolete vehicles as outlined in the attached vehicle report.

### Recommendation

Motion to approve and act upon the selling of obsolete vehicles as outlined in the attached vehicle report document.

### Discussion

The City of McAlester purchased nine (9) new police cars. Currently, eight (8) of the replacement vehicles are surplus and need to be disposed of through an auction process.

### Approved By

		<i>Initial</i>	<i>Date</i>
Department Head			
Acting City Manager	Peter Stasiak	<i>PJS</i>	October 31, 2009



TO: Mayor Priddle  
City Council Members

FROM: Peter J. Stasiak  
Acting City Manager

DATE: November 3, 2009

RE: Obsolete Vehicles

The following vehicles have been determined to be obsolete by staff and are recommended to be disposed of immediately:

<u>Year Make &amp; Model</u>	<u>Vin #</u>	<u>Mileage</u>	<u>Condition</u>
1990 1-Ton Dodge PU	1B6ME3689LS689020	102,589	Non Operational
1991 1-Ton Dodge PU	1B6ME3683MS281467	93,801	Non Operational
1997 Ford Crown Vic	2FALP71W7VX193122	107,920	Non Operational
1996 Ford Crown Vic	2FALP71W3TX158736	160,571	Very Poor
1997 Ford Crown Vic	2FALP71W9VX214374	117,449	Poor
2000 Ford Crown Vic	2FAFP71W4YX206782	121,575	Very Poor
2000 Ford Crown Vic	2FAFP71WOYX206780	67,876	Totaled

Thank you.

ld

Attachments

## COMMUNITY SERVICES - VEHICLE INFORMATION 10/2009

Division	Year	Make and Model	Serial Number	Tag Number	Current Milage	Current Condition
<b>Recreation</b>						
PK-0	2004	Ford Taurus	1FAFP53U84A181663	3-54728	45,687	Good
PK-11	1996	Dodge 4X4 Pickup	3B7HF13Z8TGI48365	3-58184	132,719	Poor (Used Daily) Crew goes to all Parks and cleans; haul trash and pulis trailer with mower
PK-30	1992	Chevrolet Caprice	1G1BL537XPR138469	3-37987	106,342	Poor Backup car for Sr. Van Driver; Pickup Supplies; Aquatic Dr. uses in summer
Van #1	1999	Ford 350 HC Van	1FDWE30S5XHB63295	3-47247	124,813	Fair
Van #2	2005	Ford E450 22' HC Van	1FDXE45S85HB49391	3-58177	45,254	Good
SBC-1	1991	Dodge 1/2 Ton Pickup	1B7HE16YOMS311235	3-47246	143,144	Poor Used to haul welder and pull trailer for tractor and mowers
SB-6	2000	Ford Police Interceptor	2FAFP71W9YX113580	3-47253	121,131	Fair
SB-7	1985	Ford 1 Ton Dump Truck	1FDJF37G8FKA66716	3-22518	71,467	Poor Haul Trash & Dirt at SBC
<b>Park Maintenance</b>						
PK-1	2002	Chevrolet Pickup	2GCEK19T021255693	3-52681	103,047	Good
PK-8	2004	Ford F350 Pickup	1FDWF36P74EB13561	3-54726	38,476	Good
PK-9	2004	Ford 1 Ton Dump Truck	1FDAF56P64EA27017	3-54722	35,830	Good
PK-19	1996	Dodge 3/4 Ton Pickup	1B7KC26W9TJ141333	3-39873	108,968	Poor Currently waiting on replacement
PK-22	2001	International 2 Ton Dump Truck	1HTSCAAN71H378127	3-49636	26,085	Good
PK-29	2006	Chevrolet 3500 Crew Cab PU	1GCHC33U06F247776	3-58185	35,256	Good
PK-31	2001	International Bucket Truck	1HTSCABN21H373089	3-50882	14( *see Note)	Good
					(*odometer replaced at 15,889 miles)	
PK-32	2001	Chevrolet 1 Ton	1GBJC33G11F117613	3-50883	72,314	Good
PK-34	1996	3/4 Ton Chev. Pickup	2GCFC29R6T1173366	3-39872	156,810	Poor Backup for when addition crew needed to keep up with extra work load or trim trees etc.

## UTILITIES DEPARTMENT VEHICLE INFORMATION

Updated 10/29/09 Amber

### UTILITY MAINTENANCE

NUMBER	TAG #	YEAR	MAKE	VIN	MILEAGE	DRIVER	CONDITION
W-1	3-52687	2002	3/4 Ton Dodge 4 Wheel Dr.	3B7KF26632M246765	116336	Tim Murray	FAIR
W-2	3-33534	1991	1 Ton Dodge	1B6ME3685MS281468	115479	Eric Bridgman	POOR
W-3	3-42142	1997	1 Ton Ford	1FDLF47F2VEB26427	131080	Timmy Brown	FAIR
W-4	3-30595	1990	1 Ton Dodge	1B6ME3689LS689020	Broke/102589	<b>Auction 2009</b>	
W-5	3-33540	1991	1 Ton Dodge	1B6ME3683MS281467	Broke/093802	<b>Auction 2009</b>	
W-6	3-39446	1994	3/4 Ton Chev.	1GCGK29F7RE307435	1306353	Harley Hampton	FAIR
W-7	3-44504	1990	3/4 Ton Dodge	1B7KE2684LS688841	147167	David Gray	VERY POOR
W-13	3-37984	1993	Ford Camel Flush Truck	1FDYW82E1PUA14104	305996		POOR
W-38	3-22517	1977	Ford Old Flush Truck	C61EVZ07975	81495		VERY POOR
W-40	3-34084	1992	International Dump Truck CC470	1HTSCNKN5NH428437	325332		FAIR
W-42	3-50877	2000	Ford Crown Victoria	2FAFP71W6YX206783	142141		FAIR
W-43	3-39876	1996	International Dump Truck CC470	1HTSCAAP0TH390186	62790	<b>AT LANDFILL</b>	<b>POOR</b>
W-44	3-30591	1990	International Dump Truck CC470	1HTSCNDN4LH278931	3615440		FAIR

### WASTEWATER TREATMENT

NUMBER	TAG #	YEAR	MAKE	VIN	MILEAGE	DRIVER	CONDITION
WW-1	3-44103	1997	Ford Crown Victoria	2FALP71W0VX214375	88446	Wayne	FAIR
WW-2	3-34977	1993	1 Ton Chev. Truck	1GBHC34F3NE162018	191171	East Plant	POOR
WW-3	3-33532	1991	3/4 Ton Dodge Pickup	1B7KE2683MS281403	116006	East Plant	POOR
WW-4	Missing	1991	2 Ton Dodge Ram Pickup	1B6ME36COMS350216	48518	Dump Truck	FAIR
WW-5	3-44107	1997	Ford Crown Victoria	2FALP71W7VX193122	Broke	<b>Auction 2009</b>	
WW-6	3-47249	1991	Dodge Ram	1B6ME3689MS231057	Broke/ 97720	Dean Boatner	FAIR
WW-7	3-52685	2002	Ford Truck	1FDWX37F92EB83613	82032	Davis Weeks	GOOD
WW-8	3-44499	1998	Ford Crown Victoria	2FAFP71W1WX192207	130924	West Plant	FAIR

## UTILITIES DEPARTMENT VEHICLE INFORMATION

WATER TREATMENT PLANT							
NUMBER	TAG #	YEAR	MAKE	VIN	MILEAGE	DRIVER	CONDITION
WP-1	3-60681	2006	Dodge Ram 1500 - 4 door	1D7HA18P16J179410	39733	Benny	GOOD
WP-2	3-34976	1992	Chev. 1 Ton	1GBHC34F4NE163520	155442	Steve	POOR
WP-3	3-39878	1996	Ford Crown Victoria	2FALP71W3TX158736	160571	Doesn't run	VERY POOR
WP-5	3-30589	1990	Dodge 3/4 ton fuel truck	1B7KE2688LS688843	164444	Yard	POOR

**PUBLIC WORKS/ENGINEERING VEHICLE INVENTORY 2009**

ENGINEERING -- 02							
3-47251	E-1	1999	Dodge Durango	1B4HS28Z2XF710842		88,071	G
3-52682	E-3	2002	¾-T Chevrolet Pickup	1GCGK29U12Z222393	FC	38,562	G
3-51939	E-4	2002	Chevrolet Silverado	1GCEK19T52Z212958	FC	32,328	G
FACILITIES MAINTENANCE -- 01							
3-49145	BM-1	2000	Dodge Ram Pickup	1B7MF33W41J225986		52,434	P
3-42136	BM-2	1996	Dodge Ram Pickup	1B7KC26Z0TJ185327		94,262	P
3-37979	BM-3	1993	Chevrolet Caprice	1G1BL5370PR138495		828,333	P
FLEET MAINTENANCE -- 01							
3-52684	G-1	2002	½-Ton Dodge Pickup	1D7HU18Z72J181262	FC	58,042	G
3-51937	G-2	2002	Dodge Ram Pickup	3B7KF23612M246574	FC	28,001	G
3-48075	G-3	2000	Dodge Ram Truck	3B6MC3667YM226409		46,380	F
3-44497	G-4	1992	International Wench Truck	1HTSCNPN8NH398617		31,069	F
3-37983	G-5	1993	Chevrolet Caprice (Pat)	1G1BL5370PR137511		Broken	P
3-25055	G-6	1988	1 Ton Chevrolet	1GCGC34JE1780406		124,255	P
3-54707	G-7	1975	Ford 1 Ton Pickup			146,768	P
3-39869	G-8	1996	¾-Ton Dodge Pickup	1B7KE23C2TJ132202		117,128	P
3-44102	G-9	1997	Ford Crown Victoria	2FALP71W9VX214374		117,449	P
		1980	Strick 45' Van (storage)	235520			
SANITATION/LANDFILL -- 02							
3-47255	SW-1	2000	International Truck	1HRAHADT8YH249402		26,338	VP
3-47248	SW-2	2000	International Truck	1HTSHADR5YH686374	FC	106,312	VP
CI-12839	SW-3	2009	Freightliner M2-106 Truck	1FVHCYBS59DAN2552	FC	9,224	E
3-39868	SW-4	1996	International Truck	1HTSHAAR1TH279729		269,222	VP
3-39450	SW-5	1995	International Truck	1HTSHAAROSH644917		126,451	VP
CI-12840	SW-6	2009	Freightliner M2-106 Truck	1FVHCYBS39DAN2551	FC	16,503	E
3-42133	SW-7	1996	International Truck	1HTSHADT4TH396941		136,028	VP
3-51940	SW-8	2002	Chevrolet Silverado	1GCEK19T82Z214378	FC	122,652	VP
3-36151	SW-9	1993	Chevrolet Pickup	1GCGK24F2PE250596		131,994	VP
3-63777	SW-11	2007	International Cab & Chassis R.	1HTWYAHT27J552839	added 08/20/07		
3-52686	LF-1	2002	Chevrolet ¾-T Pickup	1GCHK29U92Z245909		69,359	G
3-37994	LF-2	1979	International Truck			Broken	VP
3-42150	LF-7	1997	Ford F250 Pickup	3FTHF26F3VMA55748		Broken	VP
STREETS -- 01							
3-51938	S-1	2002	Dodge Ram Pickup	3B7KC236X2M246517	FC	100,552	G
3-48071	S-2	2000	Dodge Ram Pickup	1B7KC2365YJ148856		110,756	G
?	S-4	1993	Chevrolet Pickup	1GCGC24FXPE251217	No Tag	16,461	VP
3-39874	S-6	1996	Dodge 1-Ton Pickup	1B7MF36C3TS629070		116,988	P
3-22532	S-20	1986	International Dump Truck	1HTLDWPN6GHA10359		73,601	P
3-31140	S-21	1991	International Dump Truck	1HTSCNDN5MH356277		67,293	P
3-42144	S-22	1997	International Dump Truck	1HTSCAAN6VH491508		114,650	P
3-22541	S-23	1986	International 2-T Truck	1HTLDTVR9GHA37012		132,323	P
?	S-27	1987	International Dump Truck	1HTLDWPN9HH516637	No Tag	131,387	P
3-25042	S-28	1987	International Dump Truck	1HTLDWPN7HH516636		128,267	P
3-54720	S-29	1996	International Dump Truck	1HTSCAAP9TH390185		131,040	P
3-54720	S-40	1990	International Water Truck	H5FHGUROL041723		260,656	VP

**PUBLIC WORKS/ENGINEERING VEHICLE INVENTORY 2009**

STREET EQUIPMENT INVENTORY -01							
	S-10	2004	Cat Backhoe 420 D model	CAT042DCFDPD21600			G
	S-36	1997	Cat Loader IT38F model	6FV0038			F
	S-37	1997	Gradall	137351			P
	S-33	1994	Skid Steer 1845C	JAF0079869			P
	S-31	2002	Cat Blade 12-H	CAT0012HMHMZOO283			E
	S-30	1993	Blow Knox Paver FF172 model	17202-17			P
		1993	Steel Wheel Roller 00-65 model	51075			P
		1993	Pad Foot Viratory Compactor	88799			P
		2003	Walk Behind Concrete Saw	3060008			P
		1997	Walk Behind Pavement Breaker	24291			P
		1992	Rubber Wheel Roller	240			VP
		1988	2500 Air Compressor	004-105628			P
			Street Sealant Trailer				E
TRAFFIC CONTROL -- 01							
3-54721	TC-1	2004	Ford F250 Pick-Up 3/4T	1FTNX20P94EA49720		36,041	G
3-52688	TC-2	2002	Dodge Ram Truck	3B6MC36682M254565	FC	52,395	G
3-39870	TC-5	1996	Ford Bucket Truck	1FDXF80E5TVA12929		12,780	G
3-33533	TC-6	1991	Dodge Ram 3/4 -Ton Pickup	1B7KE2685MS281404		105,833	F



# McAlester City Council

## AGENDA REPORT

**Meeting Date:** November 10, 2009      **Item Number:** 3  
**Department:** Acting City Manager  
**Prepared By:** Peter Stasiak      **Account Code:** \_\_\_\_\_  
**Date Prepared:** October 31, 2009      **Budgeted Amount:** \_\_\_\_\_  
**Exhibits:** (4) Cert. of Auth. Signatures,  
Auth. for Mailing, Contract,  
Eng. Estimate

### Subject

Consider, and act upon, a contract with the Oklahoma Department of Commerce (ODOC) for water and sewer line replacement through the Community Development Block Grant (CDBG) program for year 2009 – 2010.

### Recommendation

Motion to approve the contract with Oklahoma Department of Commerce and authorizing the Mayor to sign the appropriate documents.

### Discussion

The City of McAlester applied for and received a CDBG grant from the Oklahoma Department of Commerce (ODOC) for water and sewer line replacement. The CDBG award is for \$90,630 and is matched with City funds of \$90,630 for a total project amount of \$181,260. The funds will be utilized to replace the following lines:

1. 530 ft. of sewer line between W. Kiowa and W. Apache from Elm St. to "A" St.
2. 830 ft. of sewer line in the alley between W. Osage and W. Miami from "A" St. to Elm St.
3. 780 ft. of sewer line "B" St. from W. Peoria to W. Modoc and from intersection of W. Modoc and "B" St. to "C" St.
4. 350 ft. of water line Elm St. from W. Creek Ave. to Peoria Ave.
5. 350 ft. of water line Seneca Ave. from Elm St. east to the railroad.

### Approved By

*Initial*

*Date*

**Department Head**

Peter

October 31, 2009

**Acting City Manager**

Stasiak

*PJS*

**OKLAHOMA**  
DEPARTMENT OF COMMERCE

October 23, 2009

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

Dear Mayor Priddle:

The Oklahoma Department of Commerce/Community Development (ODOC/CD) has completed its review of your FY 2009 Community Development Block Grant (CDBG) application in the Small Cities category. ODOC/CD is pleased to inform you that your application for the water and wastewater improvements project has been approved for funding. The award provides funding in the total amount of \$90,630. Should this award be accepted, it will be memorialized in **contract number 13914 CDBG 09**.

Please indicate your acceptance of this offer by following the attached instruction sheet and returning the enclosed Contract, Signatory Form, Contract Certification Regarding Lobbying, and Authorization for Mailing Copies of Correspondence.

***Please understand that acceptance of this offer does not constitute your authority to expend funds or make any commitments of funds relative to the project until the execution of the contract.***

We look forward to working with you in the coming months. Should you have any questions, please contact D. Scott Myers at 405/815-5356.

Sincerely,



Vaughn Clark, Director  
Community Development

VC/jb

c: Senator Richard C. Lerblance  
Representative Terry Harrison  
Representative Brian Renegar  
U.S. Senator Tom Coburn  
U.S. Senator Jim Inhofe  
U.S. Representative Dan Boren

## INSTRUCTIONS FOR ACCEPTANCE OF AWARD

Please review and execute the following documentation and return it to Community Development at the Oklahoma Department of Commerce as quickly as possible. The execution of the enclosed contract is the formal acceptance of the award of Community Development Block Grant funds. **If the enclosed documentations (items 2-5) are not returned to Community Development at the Oklahoma Department of Commerce within six (6) weeks of the date of this letter, the award of Community Development Block Grant funds will be deemed to have been refused.**

**Please sign all documents in black ink.**

1. Copy of Signatories Currently on File With Us: If the Oklahoma Department of Commerce (ODOC) has received a Certificate of Authorized Signatures (Signatory) form from you within the last 12 months, a copy is attached. If the signatories shown on this copy are still the same, you may skip paragraph #2 and proceed to paragraph #3. If there is to be a change, or if we do not have a Signatory form less than 12 months old, please proceed to paragraph #2.
2. Signatory Form: Please ensure that the Signatory form is completed before the contract document is signed. The person or persons who are to have the authority to sign the ODOC contract and contract modifications are to sign the Signatory form under the "Contract Signatories" section in the blank after their typed name and title. The persons (there should be at least two) who are to have the authority to sign Requests for Funds and official reports are to sign the Signatory form under the "Fiscal Signatories" section in the blank after their typed name and title. The chief elected/appointed official is to sign the document at the bottom of the form. Please note that only elected or appointed officials of you Town, City or County may sign contract or financial documents.

**Note:** The Notary Public who notarizes the Certificated of Authorized Signatures must include their notary seal, official signature, commission number and the expiration date of their notary seal, official signature, commission number and the expiration date of their notary public commission. If any of the above-mentioned information is omitted, the document will be returned to be completed correctly, which will delay the execution of the contract. **Please also be aware that if the City/County Clerk is listed on the document as an authorized signature, they cannot notarize the document.**

3. Contract Certification Regarding Lobbying: Federal regulations require that a "Contract Certification Regarding Lobbying" be executed on all federally funded contracts of \$100,000.00 or more. If your contract is for \$100,000.00 or more, this form is also enclosed and must be completed and returned. Any contractor

who certifies that it is not engaged in lobbying activity and is found to have made prohibited expenditures under federal civil law will be fined not less than \$10,000.00 and not more than \$100,000.00 for each such expenditure.

4. Your Community Development Block Grant Contract: After signing the Signatory form, please sign and date the contract. The entire contract, which consists of Part I, Part II, and the Budget, should be returned to us. A copy of the fully executed contract will be returned to you for your files.
5. Your Community Development Block Grant Budget: Please sign and date the Contract Budget. Please fill in the dates on the budget noting the estimated completion date of each phase of the project. The budget must be signed by a "Contract Signatory".
6. Authorization for Mailing Correspondence: Please complete this form and return it with the other contract documents if you wish ODOC to mail a copy of all correspondence regarding this contract to your consultant.

We ask that you sign all the documents described above as required and return them to our office as soon as possible. **Please be reminded that until the contract has been returned and signed by all parties and all applicable Release of Funds requirements has been met, funds cannot be drawn.** If you have any questions, please contact Charlotte Conant at 405/815-5331.



CERTIFICATE OF AUTHORIZED SIGNATURES

I, Kevin E. Priddle, certify that I am  
Name  
the chief elected or appointed official of The City Of McAlester

Name of Organization (city/county/non-profit, etc.)

(hereinafter Contractor), which contracts with the Oklahoma Department of Commerce.

I certify that each such contract will be signed for and on behalf of Contractor pursuant to authority granted by its governing body and within the scope of its legal powers.

I certify that the persons named below as contract signatories are authorized to sign all contracts and related documents issued to Contractor by the Oklahoma Department of Commerce's Office of Community Development and that the persons named as Fiscal Signatories are authorized to sign all fiscal and record-keeping documents on behalf of Contractor.

This certification is effective with the date shown below and shall remain in effect until revised or canceled by Contractor.

CONTRACT SIGNATORIES  
(Please Select Three)

Kevin E. Priddle, Mayor

Typed Name and Title of Contract Signatory

Kevin E. Priddle  
Signature

Buddy Garvin, Vice-Mayor

Typed Name and Title of Contract Signatory

Buddy Garvin  
Signature

Typed Name and Title of Contract Signatory

Signature

FISCAL SIGNATORIES  
(Please Select Three)

Mark B. Roath, City Manager

Typed Name and Title of Fiscal Signatory

Mark B. Roath  
Signature

Sherry Alessi, Assistant Finance Officer

Typed Name and Title of Fiscal Signatory

Sherry Alessi  
Signature

Typed Name and Title of Fiscal Signatory

Signature

CONTRACTOR RECOGNIZES THAT IT HAS FULL RESPONSIBILITY TO GIVE THE OKLAHOMA DEPARTMENT OF COMMERCE TIMELY NOTICE OF ANY CHANGE IN THE INDIVIDUALS DESIGNATED ABOVE, OR OF ANY CHANGE OR LIMIT IN THEIR AUTHORITY, INCLUDING THE TYPE OF PROGRAM OR AMOUNT CONTRACTED FOR.

STATE OF OKLAHOMA  
COUNTY OF Pittsburg

Subscribed and sworn to before me this

28th day of April, 2009

Donna M. [Signature]  
Notary Public (or Clerk of Judge)

Kevin E. Priddle  
(Signature - Chief Elected or Appointed Official)

Kevin E. Priddle, Mayor  
(Typed Name & Title)

04/28/09  
(Date)

(SEAL)

MY COMMISSION EXPIRES 06/23/13

MY COMMISSION NUMBER 01002911

(OVER FOR INSTRUCTIONS)



CERTIFICATE OF AUTHORIZED SIGNATURES FORM (SIGNATORY FORM)

The name of the chief elected/appointed official (such as the Mayor, the Chairman of the Board, etc.) goes in the first blank in the first paragraph.

Fill in the name of your City, County or Organization (non-profit, etc.) in the second blank in the first paragraph.

The person or persons who are to have the authority to sign the Oklahoma Department of Commerce contract and contract modifications (there should be at least two) are to sign the Signatory form under the "Contract Signatories" section in the blank after their typed name and title. The chief elected/appointed official (Mayor/Chairman) must be listed as a contract signatory.

The persons (there should be at least two) who are to have the authority to sign Requests for Funds and official reports are to sign the Signatory form under the "Fiscal Signatories" section in the blank after their typed name and title.

The chief elected/appointed official (Mayor, Chairman, etc.) is to sign the document at the bottom right of the form where a blank is provided, type in the official's name and title in the second blank and fill in the date the Signatory form is signed in the third blank.

At the bottom left have a Notary Public fill in the name of the County where the Signatory form is signed and notarize it. The Notary Public cannot notarize the document if they are listed as an authorized signatory.

To Contractors:

If you want copies of correspondence from the Oklahoma Department of Commerce to your office mailed to your administrative consultant, please fill out and sign this form and return it to the address at the bottom of the page. Please call Donald R. Hackler, Jr., at 800-879-6552, extension 359, if you have any questions.

**AUTHORIZATION FOR MAILING COPIES OF CORRESPONDENCE**

The undersigned chief elected official of the Contractor named herein requests that a copy of all future correspondence from the Oklahoma Department of Commerce to Contractor be mailed to the Contractor's administrative consultant. The necessary information to fulfill this request is as follows:

Name of Contractor (City or County): \_\_\_\_\_

CDBG Contractor Number(s): \_\_\_\_\_

Name of Administrative Consultant: \_\_\_\_\_

Firm Name (If Applicable): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

\_\_\_\_\_  
Chief Elected Official

\_\_\_\_\_  
Date

Please complete and mail to:

Charlotte Conant  
Community Development  
Oklahoma Department of Commerce  
900 North Stiles  
Oklahoma City, OK 73104-3234

Contractor: **City of McAlester**  
 Effective Date: **10/23/2009**  
 Program Year: **2009**  
 Grant Application Year: **2009**  
 Contract # / Funding Source: **13914 CDBG 09**

BUDGET CATEGORIES	ACCOUNT NUMBERS	BUDGET AMOUNTS
PLANNING	551020	
ENGINEERING	551030	\$8,550.00
ARCHITECTURE	551031	
INSPECTION	551032	\$3,500.00
HOUSING REHABILITATION	551049	
ACQUISITION & DISPOSITION	551050	
CLEARANCE/DEMOLITION	551070	
UTILITIES	551080	
WATER SYSTEM	551090	\$14,875.00
SEWER SYSTEM	551091	\$63,500.00
SOLID WASTE	551100	
AMBULANCE	551161	
FIRE PROTECTION	551160	
HANDICAPPED	551044	
COMMUNITY FACILITY	551110	
SENIOR CITIZENS CENTER	551112	
PARKS	551150	
STREETS	551180	
FLOOD & DRAINAGE	551190	
OTHER: Legal, Survey, Easement	551210	\$205.00
<b>TOTAL PROJECT COST</b>		<b>\$90,630.00</b>
PUBLIC FACILITIES ADMIN	551010	
DIRECT GRANTEE ADMIN	551018	
<b>TOTAL ADMINISTRATION</b>		<b>\$0.00</b>
<b>TOTAL CDBG</b>		<b>\$90,630.00</b>
LEVERAGE (MATCHING FUNDS)		\$90,630.00
<b>TOTAL PROJECT COSTS</b>		<b>\$181,260.00</b>

Signature of Authorized Official \_\_\_\_\_

Date \_\_\_\_\_

**PROJECT DESCRIPTION:**

Funds will be used for approximately 2,140 linear feet of 8" sewer line improvements located at the alley between W. Kiowa and W. Apache from Elm St. to "A" St.; Alley between W. Osage & W. Miami from "A" St. to Elm St. & "B" St. from W. Peoria to W. Modoc & from intersection of W. Modoc & "B" St. to "C" St. and approximately 700 linear feet of 6" water line improvements located at Elm St. from W. Creek Ave. to Peoria Ave. & at Seneca Ave. from Elm St. E. to railroad plus all appurtenances for the benefit of Census Tract 9864 Block Group 3 within the City of McAlester, Pittsburg County.

**PROJECTED COMPLETION DATES**

<b>Release of Funds:</b>
<b>Engineering:</b>
<b>Construction:</b>



CDBG 09

I - 1 of 1

FEI #73-6005314

CONTRACT - CDBG

PART I

SUMMARY AND SIGNATURES

Contracting Agency: Oklahoma Department of Commerce  
State of Oklahoma (ODOC)

Contractor: City of McAlester

Contract Title: Community Development Block Grant (CDBG)

Contract Number: 13914 CDBG 09

Contract Amount: \$90,630.00

Source: U.S. Department of Housing and Urban  
Development (HUD). Catalog of Federal  
Domestic Assistance (CFDA) Number 14.228.  
Funds from Fiscal Year 2009

Funding Period: October 23, 2009 through October 23, 2011

Submit Requisitions to: Issue Payment to:

Community Development City of McAlester  
Oklahoma Department of Commerce P.O. Box 578  
900 North Stiles McAlester, OK 74502-0578  
Oklahoma City, OK 73104-3234

Agreement Components: Part I - Summary and Signatures  
Part II - Terms and Conditions

SIGNATURES - EXECUTION OF CONTRACT AGREEMENT

The rights and obligations of the parties to this contract are subject to and governed by Part II - Terms and Conditions.

EXECUTED BY:  
City of McAlester

EXECUTED BY:  
Oklahoma Department of Commerce

\_\_\_\_\_  
Signature of Mayor/Chairman

\_\_\_\_\_  
Vaughn Clark, Director  
Community Development

\_\_\_\_\_  
Typed Name & Title of Mayor/Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name and Title

(CITY SEAL)



## PART II - TERMS AND CONDITIONS

### 1. AVAILABILITY OF FUNDS

Payments pursuant to this contract are to be made only from monies made available to the Oklahoma Department of Commerce (ODOC) by the U.S. Department of Housing and Urban Development (HUD) for the CDBG Program for non-entitlement areas. Notwithstanding any other provisions, payments to the Contractor by ODOC are subject to the availability of such funds to ODOC as determined by federal and/or State action and/or law. ODOC may take any action necessary in accord with such determination.

### 2. MODIFICATION AMENDMENT

- a. This contract is subject to such modification as may be required by federal or State law or regulations. Any such modification may be done unilaterally by ODOC.
- b. This contract may be for a multi-year project and as such may be extended, renewed or otherwise amended. Any extensions or renewals must be approved by ODOC.
- c. Revisions to the contract and the attached budget, which is a part of this contract, must be approved in writing in advance by ODOC.
- d. A waiver by ODOC of any provision of this contract must be in writing and signed by the Director of ODOC or designee.

### 3. ODOC

- a. ODOC will provide funding for the project up to the total amount listed in Part I: Total Project Funding.
- b. ODOC shall perform monitoring to assess the Contractor's financial and program compliance and progress but said monitoring and evaluation shall not relieve the Contractor of any obligation or duty under this contract.

### 4. CONTRACTOR

- a. The Contractor agrees to perform those duties, obligations and representations contained in its application and to be bound by the provisions of its application, all amendments thereto and all correspondence relating thereto, which were submitted to and accepted by ODOC in contemplation of this contract, said application being incorporated herein and made a part hereof by reference. Any conflict between said application, amendments and correspondence and the provisions of this contract shall be controlled by this contract.
- b. None of the work and services covered by this contract may be subcontracted without prior written approval of ODOC. All compensated administrative consultants engaged by the Contractor must be Certified CDBG Administrators. However, said determination by ODOC shall not relieve the Contractor of its





Order 12259, which requires equal opportunity in housing. HUD regulations are at 24 CFR, Part 107;

(d) Section 109 of the Housing and Community Development Act of 1974, which prohibits discrimination on the basis of race, color, national origin or sex in connection with funds made available pursuant to the Act. Section 109 also prohibits discrimination on the basis of age and disability as provided in:

(i) Age Discrimination Act of 1975 (42 USC §§6101, et seq., State Program, Final Rule);

(ii) Section 504 of Rehabilitation Act of 1973 (29 USC 794);

Regulations are at 24 CFR, Part 570.601;

(e) Section 3 of the Housing and Urban Development Act of 1968 (12 USC §1701u), which requires that, to the greatest extent feasible, opportunities for training and employment be provided to lower-income persons in the project area and that contracts for work in connection with the project be awarded to businesses in or owned in substantial part by residents of the project area. Regulations are at 24 CFR, Part 135;

(f) Executive Order 11246 (1965), which prohibits discrimination on the basis of race, color, religion, sex or national origin and requires affirmative action in connection with federally assisted construction contracts. Regulations are at 24 CFR, Part 130 and 41 CFR, Part 60-1;

(g) Section 504 of the Rehabilitation Act of 1973, as amended, which establishes policies, goals and procedures for assuring no otherwise qualified individual with disabilities is, solely on the basis of the disability, denied benefits, subjected to discrimination or excluded from participation in any program or activity receiving federal assistance.

(2) Labor Standards

(a) Davis-Bacon Act (40 USC §276a-276a-5), which requires payment of the prevailing wage for the locality to workers on construction contracts over \$2,000. Housing rehabilitation projects of fewer than eight units are exempt. Regulations are at 29 CFR, Part 5. The Contractor further certifies that it shall include in its bidders' packages the U. S. Department of Labor Wage Determination List and a statement that the Contractor and any subcontractors must comply with these wage rates in performance of the work required;



- (b) Copeland (Anti-Kickback) Act (18 USC §874, 40 USC §176c), which applies to all contracts covered by Davis-Bacon and provides that workers must be paid weekly, with only permissible deductions allowed. Regulations are at 29 CFR, Part 3;
- (c) Contract Work Hours and Safety Standards Act (40 USC §§327, et seq.), which requires overtime compensation. Regulations are at 29 CFR, Part 5;

(3) Environment

- (a) National Environmental Policy Act of 1969 (42 USC §§4231, et seq.) (NEPA), and other provisions of law that further the purposes of the Act as specified in HUD Environmental Review Regulations at 24 CFR, Part 58;
- (b) The Contractor's chief executive officer hereby assumes the status of a responsible federal official under NEPA and accepts jurisdiction of the State and federal courts for the purpose of enforcement responsibilities as such an official;

(4) Acquisition and Relocation

Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (P.L. 91-646, P.L. 100-17). Section 305 of Title III and Section 210 of Title II require State and local recipients to comply with real property acquisition and relocation requirements set forth in said Act. Regulations are at 49 CFR, Part 24;

(5) Lead-Based Paint

Title IV of the Lead-Based Paint Poisoning Prevention Act (42 USC §§4821, et seq.), which prohibits the use of lead-based paint in residences for which federal assistance is provided. Regulations are at 24 CFR, Part 35;

(6) Debarment and Suspension

The Contractor certifies it will require certification from subcontractors that neither the subcontractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any proposal submitted as required by 24 CFR, Part 570.489;

(7) The Contractor certifies that it is in compliance with 25 O.S. §1313(B).

(8) The patent rights to any discovery or invention developed as part of the specific activity funded by Community Development Block Grant funds shall belong to the United States Department of Housing and Urban Development.



- c. Finding of Exemption: With regard to the environmental requirements of NEPA and the environmental requirements of related federal authorities, it is the finding of the Contractor that the activities of Administration and Engineering located in 24 CFR 58.34(a) are exempt activities. Upon execution of this contract the activities of Administration and Engineering require no further environmental review.
- d. Finding of Categorical Exclusion/Not Subject to 24 CFR 58.5: With regard to the environmental requirements of NEPA and the environmental requirements of related federal authorities, it is the finding of the Contractor that the activity of Purchase of Equipment located in 24 CFR 58.35(b) is a Categorically Excluded activity not subject to 24 CFR 58.5. Upon execution of this contract this activity requires no further environmental review.

7. HOLD HARMLESS CLAUSE

- a. The Contractor shall, within limitations placed on such entities by State law, save harmless the State of Oklahoma, its agents, officers and employees from all claims and actions and all expenses defending same that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by the Contractor. The Contractor shall, within limitations placed on such entities by State law, save harmless the State of Oklahoma, its agents, officers and employees from any claim or amount recovered as a result of infringement of patent, trademark or copyright or from any claim or amounts arising or recovered under Workers' Compensation Law or any other law. In any agreement with any subcontractor or any agent for the Contractor, the Contractor will specify that such subcontractors or agents shall hold harmless the State of Oklahoma, its agents, officers and employees for all the hereinbefore-described expenses, claims, actions or amounts recovered.
- b. In the event the Contractor chooses to use volunteer labor to assist in the project activities, the Contractor shall bear any and all liability for any injury or harm caused by the volunteer labor or any harm or injury to the volunteer labor.

8. POLITICAL ACTIVITY

- a. All employees of the Contractor shall observe the limitations on political activities to which they may be subject under the Hatch Act (5 USC §§1501, et seq., 18 USC §595 and any amendments thereto).
- b. No portion of the contract funds may be used for any political activity or to further the election or defeat of any candidate for public office.
- c. No portion of the contract funds may be used for lobbying activities.

9. NO-CONFLICT COVENANT

The Contractor covenants that no officers or employees of any governing board of the Contractor have any interest, direct or indirect, and that none



shall acquire any such interest during their tenure or for one year thereafter that would conflict with the full and complete execution of this contract. The Contractor further covenants that in the performance of this contract no person having any such interest will be employed. The Contractor covenants that no employee of ODOC has any interest, direct or indirect, nor has any employee of ODOC received anything of value in connection with this contract.

#### 10. PUBLICATIONS AND OTHER MATERIALS

- a. No material produced in whole or in part under this contract shall be subject to copyright in the United States or any other country. ODOC shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this contract.
- b. Any publication or other material produced as a result of this contract shall include in a prominent location near the beginning the following statement:

This (type of material) was financed in whole or in part by funds from the U.S. Department of Housing and Urban Development as administered by the Oklahoma Department of Commerce.

#### 11. CONTRACT ADMINISTRATION

The Contractor shall comply with 24 CFR, Part 570, Community Development Block Grants State Program Final Rule, and OMB Circular A-87, Cost Principles for State and Local Governments, except as directed otherwise in writing by ODOC, as they relate to the application, acceptance and use of federal funds and with the Oklahoma Department of Commerce requirements pursuant thereto, which are published in the ODOC Contractors Implementation Manual.

#### 12. COMPENSATION TO CONTRACTOR

- a. Funds made available pursuant to this contract shall be used only for expenses incurred during the period funded as specified in Part I for the purposes and activities approved and agreed to by ODOC. No ODOC funds may be used for expenses incurred prior to the contract start date. No ODOC funds may be used for expenses incurred after the contract end date.
- b. ODOC shall disburse funds to the Contractor upon receipt and approval by ODOC of timely, properly executed Requests for Payment of Contract Funds. The Contractor may submit a Request for Payment of Contract Funds as often as necessary to meet its financial obligations. All funds received shall be expended within fifteen (15) days of receipt. No funds shall be disbursed by ODOC when any of the following conditions are present:
  - (1) The latest Monthly Expenditure Report due has not been received and accepted by ODOC. The Contractor is required to submit a Monthly Expenditure Report by the tenth (10th) of the month following the receipt and/or expenditure of funds;



- (2) Funds are requested for activities not listed on the contract budget or are in excess of the current budget amount for a particular activity.
- c. All requests for funds should be submitted to ODOC during the period funded. A final claim may be submitted no later than sixty (60) days after the final date of the period funded. Said claim will be allowed only for reimbursement of actual expenditures. Any claim submitted after the sixty (60) days may be disallowed by ODOC.
- d. If ODOC determines that payment based on estimated expenditures is resulting in accumulation of excessive balances of cash on hand, ODOC may modify the basis for compensation to the Contractor to effect proper cash management.
- e. Payments by Contractor for administrative services will be made in conformance with the following schedule:

<u>Maximum Fee (Cumulative)</u>	<u>Activity</u>
25%	Release of funds
90%	During project implementation - paid on a pro rata basis as project funds are expended
100%	Project Completion Report filed

- f. If a question arises as to the validity of any claim made under this contract and the parties are unable to resolve such question by negotiation, then the Contractor may request a resolution of the question pursuant to the terms of this contract and the administrative procedures available through ODOC rules promulgated pursuant to the Oklahoma Administrative Procedures Act, 75 O.S. §§250, et seq.

13. AUTHORITY TO USE GRANT FUNDS (RELEASE OF FUNDS)

- a. No costs, with the exception of administration and engineering, shall be incurred until after the Contractor has received written notice from ODOC that the Contractor has satisfied the specific requirements listed herein for release of funds. The Contractor may submit a request for Authority to Use Grant Funds for this activity prior to the release of other funded activities.
- b. The Contractor shall meet required Authority to Use Grant Funds (Release of Funds) requirements within one hundred twenty (120) days after the beginning of the contract period. In accordance with Requirement No. 401 of the Contractors Implementation Manual and other policies as noted below, the Contractor shall submit to ODOC "Request for Authority to Use Grant Funds (Release of Funds)" and required supporting documentation as follows:
  - (1) Environmental Review: The Contractor shall complete an Environmental Review for each contract activity with the exception of exempt activities and categorically excluded



activities not subject to 24 CFR 58.5, i.e., administration, engineering and purchase of equipment (See Requirement No. 403);

- (2) Leverage Commitment: The Contractor shall submit Certification of Leverage (Form 401-B), certifying that leverage funds are available and identifying the source and amount in accordance with approved application and Requirement No. 401;
- (3) Insurance and Bonding: The Contractor shall submit evidence of:
  - (a) General liability insurance covering the funded activities; and
  - (b) Bonding of all officials who are responsible for financial transactions relating to this contract;
- (4) Anti-Displacement Plan: The Contractor must adopt and submit an Anti-Displacement Plan in accordance with ODOC Requirement No. 401;
- (5) Other: Special conditions in accordance with this contract and ODOC Requirement No. 401 as follows:
  - (a) Contractor has met any special conditions specified in Section II of this contract;
  - (b) Contractor's audit has been accepted and approved by ODOC;
  - (c) Contractor has attended a CDBG training session.

#### 14. PROCUREMENT

- a. Procurement, management and disposition of property acquired with contract funds shall be governed by federal and State law, and as directed by ODOC in the Contractors Implementation Manual. Applicable State laws include the Public Competitive Bidding Act of 1974, 61 O.S. §§101, et seq.
- b. Materials acquired for construction purposes shall be deemed real property once they have become part of the improvement.

#### 15. RECORDS, REPORTS, DOCUMENTATION

- a. The Contractor shall maintain records and accounts, including property, personnel and financial records that properly document and account for all project funds. Specific types and forms of record are required in the ODOC Contractors Implementation Manual.
- b. The Contractor shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this contract for at least three (3) years from the date of



submission of the Final Expenditure Report or until all audit findings have been resolved, whichever is later. All records and accounts shall be made available on demand to the Oklahoma State Auditor and Inspector, HUD, the Comptroller General and ODOC, its agents and designees for inspection and use in carrying out its responsibilities for administration of funds.

- c. The Contractor will submit to ODOC documentation of local leverage funds used for the project in such form and at such times as required by ODOC.
- d. The Contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in the procuring of this contract.

16. CLOSING OUT OF CONTRACT

- a. The Contractor shall promptly return to ODOC any funds received under this contract that are not obligated as of the final date of the period funded. Funds shall be considered obligated only if goods and services have been received as of the final date of the period funded.
- b. ODOC may unilaterally modify this contract to subtract the total amount of funds not obligated by the Contractor as of the final date of the period funded.
- c. The Contractor cannot close out the contract until the project is completed and all monitoring issues have been resolved and approved by ODOC.
- d. The Contractor shall submit closeout documents in accordance with ODOC Requirement 410 no later than sixty (60) days after the final date of the period funded or upon completion of the project, whichever comes first.

17. AUDIT, DISALLOWED COSTS

- a. The Contractor shall comply with ODOC's Audit Policies and Audit Procedures, which are incorporated herein and made a part hereof.
- b. The Contractor shall provide ODOC with timely copies of reports on any audits that include funds received from ODOC.
- c. In the event an audit results in the determination that the Contractor has expended contract funds on unallowable costs, the Contractor shall reimburse ODOC in full for all such costs.

18. PROGRAM INCOME

The Contractor shall account to ODOC for all Program Income resulting from this agreement, as provided in 24 CFR 570.489(e) and any amendments thereto. Disposition of Program Income will be determined by ODOC.



19. INTERPRETATION, REMEDIES

- a. In the event the terms or provisions of this contract are breached by either party or in the event a dispute shall arise between the parties regarding the meaning, requirements or interpretation of the terms and provisions of this contract, then such breach or dispute shall be resolved pursuant to the terms of this contract and the administrative procedures available through ODOC rules promulgated pursuant to the Oklahoma Administrative Procedures Act, 75 O.S. §§250, et seq.
- b. Neither forbearance nor payment by ODOC shall be construed to constitute waiver of any remedies for any default or breach by the Contractor that exists then or occurs later.
- c. This contract shall be construed and interpreted pursuant to Oklahoma law.

20. TERMINATION OR SUSPENSION

- a. This contract may be terminated or suspended in whole or in part at any time by written agreement of the parties.
- b. This contract may be terminated or suspended by ODOC, in whole or in part, for cause, after notice and an opportunity for Contractor to present reasons why such action should not be taken. Procedures for such a process shall be in accordance with the General Rules of Practice and Procedure of the Department. Grounds constituting cause include but are not limited to:
  - (1) The Contractor fails to meet the requirements for Authority to Use Grant Funds within one hundred twenty (120) days after the beginning of the contract period;
  - (2) The Contractor fails to commence actual construction or otherwise begin implementation of the funded project within two hundred seventy (270) days from the start date of the contract;
  - (3) The Contractor fails to comply with provisions of this contract or with any applicable laws, regulations, guidelines or procedures, including ODOC policies and issuances, or is unduly dilatory in executing its commitments under this contract;
  - (4) Purposes for the funds have not been or will not be fulfilled or would be illegal to carry out;
  - (5) The Contractor has submitted incorrect or incomplete documentation pertaining to this contract;
  - (6) The Contractor is unduly dilatory in executing its commitments under a prior contract with ODOC, including, but not limited to submission of any audits due, resolution of audit findings and monitoring results.



- c. In the event of termination or suspension, the Contractor shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action and to reimbursement for reasonable and necessary expenses. The Contractor shall reduce to the minimum possible obligations, prepaid expenses and other costs.
- d. The Contractor shall not be relieved of liability to ODOC for damages sustained by ODOC by virtue of any breach of this agreement by the Contractor. ODOC may withhold payments due under this agreement pending resolution of the damages.
- e. ODOC reserves the right to cancel, suspend or terminate this contract without notice, in the event the Contractor has outstanding issues relating to another contract with ODOC. These issues include but are not limited to:
  - (1) Failure to timely submit any required reports;
  - (2) Failure to respond to any communication from ODOC; and
  - (3) Failure to abide by any programmatic or ODOC requirements.

21. SEVERABILITY CLAUSE

If any provision under this contract or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this contract or its application that can be given effect without the invalid provision or application.



November 2, 2009

Mr. Joe Ervin  
Ervin & Ervin, LLP  
215 E. Choctaw  
McAlester, OK 74502

Dear Mr. Ervin:

Enclosed is a contract for the Oklahoma Department of Commerce (ODOC) for water and sewer line replacement through the Community Development Block Grant (CDBG) program for year 2009-2010

By this letter, I would appreciate your reviewing this document and offering any suggested comments or changes before the next City Council Meeting on November 10<sup>th</sup>.

Sincerely,

Linda Daniels for Peter J. Stasiak  
Acting City Manger

ld

Enclosure(s)



# McAlester City Council

## AGENDA REPORT

Meeting Date:	<u>November 10, 2009</u>	Item Number:	<u>4</u>
Department:	<u>Utilities</u>	Account Code:	<u>02-5974308</u>
Prepared By:	<u>David Medley</u>	Budgeted Amount:	<u>\$3,500</u>
Date Prepared:	<u>November 2, 2009</u>	Exhibits:	<u>One</u>

### Subject

Consider, and act upon, Oklahoma Department of Environmental Quality (ODEQ) Consent Order, Case no. 09-241 for permit violations at the McAlester Water Treatment Plant lagoons.

### Recommendation

Motion to approve ODEQ Consent Order, Case No. 09-241 for the McAlester Water Treatment Plant lagoons.

### Discussion

The McAlester Water Treatment Plant utilizes two (2) lagoons to store sludge from the clarifiers and backwash water from the rapid sand filters. The lagoons have an Oklahoma Pollution Discharge Elimination (OPDES) Permit for discharging into a tributary of Coal Creek. Discharges from the lagoons exceeded permit limits for Manganese, Aluminum, and Total Suspended Solids during 2008 and 2009. ODEQ has issued this Consent Order requiring an Engineering Report by March 1, 2010 outlining corrective actions to eliminate the permit exceedences. Once the Engineering Report determines the corrective actions and is approved by ODEQ, the City will be required to implement the improvements on an agreed upon schedule.

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	DRM	10/2/09
City Manager		



STEVEN A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

BRAD HENRY  
Governor

October 9, 2009

**CERTIFIED MAIL – RETURN RECEIPT REQUESTED**

Kevin Priddle, Chairman  
McAlester Public Works Authority  
P.O. Box 578  
McAlester, Oklahoma 74502

Re: McAlester Water Treatment Plant  
Consent Order, Case No. 09-241  
Facility No. W-20603  
OPDES Permit No. OKG380039  
Problem: Permit Violation(s); TSS Exceeded Permit Limits; Mn Exceeded Permit Limits;  
Al Exceeded Permit Limits

Dear Mr. Priddle:

The enclosed Consent Order requires the McAlester Public Works Authority (MPWA) to perform certain tasks to upgrade its water treatment plant to eliminate OPDES Permit violations as required by Oklahoma statutes and regulations. The Consent Order establishes a schedule for achieving compliance in accordance with State design and operational standards. The Consent order also requires the MPWA to perform a supplemental environmental project (sep), as outlined in Paragraph sixteen (16). Enclosed is a fact sheet that describes options for the required sep.

**Please sign and mail the original to me** at the Department of Environmental Quality, Water Quality Division, P.O. Box 1677, Oklahoma City, Oklahoma 73101-1677. **A copy of the file stamped signed original will be returned to you.** If this Consent Order is not signed and returned to DEQ within thirty (30) days of receipt, we will pursue other enforcement actions to ensure compliance.

If you have any questions or comments concerning this Consent Order, please contact Saad El Bakkouri, District Representative, Municipal Wastewater Enforcement Section, Water Quality Division, DEQ at (405) 702-8235 or write to Mr. El Bakkouri at the letterhead address.

Sincerely,

  
Jon L. Craig, Director  
Water Quality Division

Enclosure

cc: Mark Roath, City Manager, City of McAlester  
David R. Medley, P.E., Utilities Director, City of McAlester



**OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY  
WATER QUALITY DIVISION**

**IN THE MATTER OF:  
MCALESTER PUBLIC WORKS  
AUTHORITY**

**RESPONDENT,**

**CASE NO. 09-241**

**FACILITY NO. W-20603  
PERMIT NO. OKG380039  
PROBLEM: PERMIT VIOLATION(S);  
TSS EXCEEDED PERMIT  
LIMITS; MN EXCEEDED  
PERMIT LIMITS; AL  
EXCEEDED PERMIT  
LIMITS**

**CONSENT ORDER**

The parties to this case, the Oklahoma Department of Environmental Quality (“DEQ”) and the McAlester Public Works Authority (“Respondent”), agree to this Consent Order in order to resolve certain environmental compliance issues.

This Consent Order supersedes and closes Notice of Violation (“NOV”) No. W-20603-08-1, issued to the Respondent by the DEQ on November 25, 2008.

**FINDINGS OF FACT**

1. The Respondent owns and operates a permitted community public water supply (“PWS”) system, which serves the residents of the City of McAlester in Pittsburg County, Oklahoma. The PWS consists of water distribution lines, appurtenances, and a water treatment plant (“WTP”) with backwash lagoons located in the SW¼ of the NE¼ of Section 14, Township 6 North, Range 14 East, Indian Meridian, Pittsburg County, State of Oklahoma. The WTP discharges treated wastewater from filter backwash operations to an unnamed tributary, which is a tributary of Coal Creek, pursuant to the OPDES Permit No. OKG380039 (“Permit”) that DEQ issued to the Respondent, and which became effective January 1, 2008.

2. The Discharge Monitoring Reports (“DMRs”) submitted to DEQ by the Respondent as required by the OPDES Permit, identify the following exceedances of the Permit limits for total suspended solids (“TSS”), manganese (“Mn”), and aluminum (“Al”) since April 2007.

Date	Parameter (Unit)	Reported Result	Permit Limit
MAY 08	TSS, mo. avg. conc. (mg/L)	55.5	20
MAY 08	TSS, weekly avg. conc. (mg/L)	55.5	30
AUG 08	Mn, mo. avg. conc. (mg/L)	2.3	1
AUG 08	Mn, mo. avg. loading (lbs/day)	1.63	1.25
AUG 08	Mn, weekly avg. conc. (mg/L)	2.3	2
SEP 08	Mn, mo. avg. conc. (mg/L)	2.22	1
SEP 08	Mn, weekly avg. conc. (mg/L)	2.22	2
APR 09	Mn, mo. avg. conc. (mg/L)	2.87	1
APR 09	Mn, weekly avg. conc. (mg/L)	2.87	2
JUN 09	Al, mo. avg. conc. (mg/L)	1.41	1
AUG 09	TSS, mo. avg. conc. (mg/L)	26	20

3. November 25, 2008, DEQ issued NOV No. W-20603-08-1 to the Respondent for the permit violations occurring through September 2008 (cited in Paragraph two (2) above). The Respondent received the NOV on December 1, 2008. The DEQ received a written response to the NOV from David R. Medley, P.E., the Utility Director for the City of McAlester, on December 5, 2008. Mr. Medley’s letter stated that the Respondent removed sludge from the backwash lagoons and that no exceedances of the Permit limits occurred during the months of October and November of 2008. The letter further stated that the Respondent would continue to remove sludge from the facility to prevent sludge from accumulating in the backwash lagoons.

4. DMRs submitted by the Respondent for the months of April and June of 2009 indicate continued Permit limit violations, as listed in Paragraph two (2) above. These Permit limit violations indicate that the actions taken by the Respondent to eliminate the OPDES Permit violations addressed in NOV No. W-20603-08-1, were inadequate.

5. On July 30, 2009, Saad El Bakkouri, District Representative, Municipal Wastewater Enforcement Section (“MWES”), Water Quality Division (“WQD”), DEQ, spoke with Mr. Medley by telephone. Mr. Medley was notified that the DEQ would be offering the Respondent this Consent Order. The Consent Order would require the Respondent to submit an approvable engineering report to the DEQ, along with a schedule for improvements to the WTP

to eliminate the continuing permit exceedances identified in Paragraph two (2) above. Mr. Medley was notified of the nature of the violations indicated above, understood the necessity for this Consent Order and agreed to the task schedule in Paragraph fourteen (14) below.

6. Failure by the Respondent to comply with the State statutes and/or rules cited above may result in harm to the environment or health and well being of the affected public. Discharge permits are designed to protect the water quality of the state, as well as public health and the environment. By exceeding permit limits, Respondent cannot guarantee compliance with Oklahoma's Water Quality Standards. Those parameters and limitations established in the Respondent's OPDES permit were established to ensure that the public and environment are protected from exposure to certain pollutants. Improperly or partially treated sewage can result in oxygen depletion and subsequent injury and/or death of aquatic organisms.

7. Respondent and the DEQ agreed that it was beneficial to resolve this matter promptly and by agreement.

8. Respondent and the DEQ waive the filing of a petition or other pleading, and Respondent waives the right to a hearing.

#### CONCLUSIONS OF LAW

9. The DEQ has regulatory jurisdiction and authority in this matter, and Respondent is subject to the jurisdiction and authority of the DEQ under Oklahoma law 27A Oklahoma Statutes (O.S.) § 1-3-101(B), 27A O.S. §§ 2-6-201 through 2-6-206 and the rules promulgated thereunder at OAC 252:606.

10. The parties are authorized by 75 O.S. § 309(E) and 27A O.S. § 2-3-506(B) to resolve this matter by agreement.

11. The facts as stated within the above "Finding of Facts" constitute violations of the following water quality rule(s), for which an Order may be entered:

**OAC 252:606-1-3(b)(3)(W)**, which incorporates by reference **Title 40 of the Code of Federal Regulations ("C.F.R.") § 122.41**, specifically **40 C.F.R. § 122.41(a)**, which states that "[t]he permittee must comply with all conditions of [the NPDES issued] permit. Any permit noncompliance constitutes a violation of the Clean Water Act and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or denial of a permit renewal application."

**OAC 252:606-3-6**, which states "[a]pplicants must comply with the terms of the permits that are issued."

**Part I.A of OPDES Permit No. OKG380039**, specifies TSS, Mn and Al limitations for the effluent from Respondent's WTP, listed in Paragraph two (2), above.

**Part III.C.4.b of OPDES Permit No. OKG380039**, which states that "[t]he permittee must comply with all conditions of [the OPDES issued] permit. Any permit noncompliance constitutes a violation of applicable state and federal laws and the Act, the Oklahoma Environmental Quality Code and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification of a permit renewal application."

12. Violations of the Environmental Quality Code and the rules promulgated thereto are subject to enforcement actions and penalties as set forth in 27A O.S. §§ 2-3-502, 2-3-504, and 2-6-206.

13. The Executive Director of DEQ may enforce this Consent Order pursuant to 27A O.S. §§ 2-3-202(A)(10) and 2-6-206.

### ORDER

14. Based on the above paragraphs, Respondent and the DEQ agree and it is ordered by the Executive Director that the Respondent will complete the following tasks by the dates specified below:

Task	Date
A. Submit an approvable Engineering Report regarding upgrades to the water treatment plant to comply with the OPDES Permit discharge limitations. The Engineering Report must comply with the requirements of OAC 252:626-13 and demonstrate that the proposed corrective actions bring the PWS into compliance with all requirements of OAC 252:606, 626, 631, 616, 656 and with the OPDES Permit. The Engineering Report must contain a schedule to implement its recommendations, which may be used as the basis for amending this Consent Order. If the corrective actions will require outside funding, the Engineering Report must also comply with the requirements of the Funding Agency Coordinating Team, which can be found on the Internet at:  <a href="http://www.owrb.state.ok.us/financing/fact_forms.php#guides">www.owrb.state.ok.us/financing/fact_forms.php#guides</a>	<del>December 1, 2009</del> March 1, 2009

15. The Respondent shall prepare and submit reports to the DEQ within fourteen (14) days of the above dates advising the DEQ of the Respondent's compliance status.

16. The Respondent shall submit approvable plans for a supplemental environmental project ("sep") by December 1, 2009. The Respondent shall complete the sep by July 1, 2010. The sep required in this Consent Order is in lieu of an administrative penalty allowed by

Oklahoma Statutes for the violations cited in this Consent Order. Failure of the Respondent to comply with the requirements of the sep may require the Respondent to pay an additional administrative penalty in the amount of one thousand dollars (\$1,000.00).

17. If Respondent fails to complete any of the task(s) set forth in this Consent Order, by the specified due date(s), the stipulated penalty for each incomplete task shall be the maximum sum per day as follows:

<u>TASK</u>	<u>PENALTY PER DAY</u>
A.	\$70.00
Non-submittal of status reports	\$70.00

Notwithstanding the above, the stipulated penalties for failing to complete the specified task(s) by the corresponding due date(s) shall begin to accrue on the day performance is due as indicated in this Consent Order with a maximum penalty of thirty-five thousand dollars (\$35,000.00). If the DEQ notifies Respondent that Respondent is not in compliance with this Consent Order and that an additional penalty is being assessed, Respondent may request a hearing to contest the finding of noncompliance. The notification from the DEQ will specify how to request a hearing.

18. If Respondent fails to pay any penalty, the DEQ may bring a separate action for collection of the penalty in District Court. An action by the DEQ for the collection of a penalty does not affect Respondent's duty to complete the tasks required by this Consent Order.

### **GENERAL PROVISIONS**

19. The DEQ has received delegation from the United States Environmental Protection Agency, to implement and enforce the Federal NPDES program. A portion of the implementation and enforcement program is to issue timely enforcement actions and impose appropriate penalties. The agreement of the parties for Respondent to complete the supplemental environmental project listed above is designed to comply with the NPDES penalty requirement for the specific violations listed in this Order. The federal program calls for a significant increase in monetary penalties should this Consent Order be violated or future violations occur.

20. As used in this Consent Order, an "approvable" submission to the DEQ is to be considered a final submission. That is, all preliminary discussions between the DEQ and Respondent regarding the requirements of a submission must be concluded prior to the date the submission is due so that the submission will be approvable as submitted. If the submission is not submitted in an approvable form by its due date, the submission will be considered late and

Respondent will be subject to the stipulated penalties described in this Consent Order.

21. Respondent agrees to perform the requirements of this Consent Order within the time frames specified unless performance is prevented or delayed by events which are a "*force majeure*". For purposes of this Consent Order, a *force majeure* event is defined as any event arising from causes beyond the reasonable control of Respondent or Respondent's contractors, subcontractors or laboratories which delays or prevents the performance of any obligation under this Consent Order. Examples are vandalism; fire; flood; labor disputes or strikes; weather conditions which prevent or seriously impair construction activities; civil disorder or unrest; and "acts of God". *Force majeure* events do *not* include increased costs of performance of the tasks agreed to in this Consent Order, or changed economic circumstances. Respondent must notify the DEQ in writing within fifteen (15) days after Respondent knows or should have known of a *force majeure* event that is expected to cause a delay in achieving compliance with any requirement of this Consent Order. Failure to submit notification within fifteen (15) days waives the right to claim a *force majeure*.

22. Respondent and the DEQ may amend this Consent Order by mutual consent. Such amendments must be in writing and the effective date of the amendments will be the date on which they are filed by the DEQ. Any amendment to this Consent Order may require the payment of an administrative penalty.

23. Upon their approval by the DEQ, any final reports, plans, specifications, schedules and attachments required under this Consent Order are incorporated into it and enforceable under it. Failure by Respondent to respond within a reasonable time to any errors, deficiencies or other regulatory requirements identified by the DEQ is a violation of this Consent Order.

24. No informal advice, guidance, suggestions or comments by employees of the DEQ regarding reports, plans, specifications, schedules, and other writings affect Respondent's obligation to obtain written approval by the DEQ, when required by this Consent Order.

25. Respondent agrees to allow agents of the DEQ entry onto Respondent's property, at reasonable times and without advance notice, for the purposes of inspecting, sampling, testing, records review and other authorized activities to assess compliance with Oklahoma statutes and rules and this Consent Order. If Respondent is required to sample or test, Respondent agrees to give the DEQ reasonable notice of the sampling or testing date and time and allow the DEQ to observe and/or split-sample.

26. Unless otherwise specified, any report, notice or other communication required under this Consent Order must be in writing and must be sent to:

**For the Department of Environmental Quality:**

Saad El Bakkouri, District Representative  
Water Quality Division  
Department of Environmental Quality  
P.O. Box 1677  
Oklahoma City, Oklahoma 73101-1677

**For Respondent:**

Kevin Priddle, Chairman  
McAlester Public Works Authority  
P.O. Box 578  
McAlester, Oklahoma 74502

27. This Consent Order is enforceable as a final order of the Executive Director of the DEQ. The DEQ retains jurisdiction of this matter for the purposes of interpreting, implementing and enforcing the terms and conditions of this Consent Order and for the purpose of resolving disputes.

28. Nothing in this Consent Order limits the DEQ's right to take enforcement action for violations discovered or occurring after the effective date of this Consent Order.

29. Nothing in this Consent Order excuses the Respondent from its obligation to comply with all applicable federal, state and local statutes, rules and ordinances. Respondent and the DEQ agree that the provisions of this Consent Order are considered severable, and if a court of competent jurisdiction finds any provisions to be unenforceable because they are inconsistent with state or federal law, the remaining provisions will remain in full effect.

30. The provisions of this Consent Order apply to and bind Respondent and the DEQ and their officers, officials, directors, employees, agents, successors and assigns. No change in the ownership or corporate status of Respondent will affect Respondent's responsibilities under this Consent Order.

31. Compliance with the terms and conditions of this Consent Order fully satisfies Respondent's liability to the DEQ for all items of noncompliance in this Consent Order. If Respondent satisfies the requirements of this Consent Order, the DEQ will not pursue any other remedy, sanction or relief that might otherwise be available to address the issues of noncompliance in this Consent Order. Nothing in this Consent Order shall be deemed to satisfy Respondent's liability, if any, for actions or remedies not within the scope of authority of the DEQ.

32. Respondent and the DEQ agree that the venue of any action in district court for the purposes of interpreting, implementing and enforcing this Consent Order will be Oklahoma County, Oklahoma.

33. The requirements of this Consent Order will be considered satisfied and this Consent Order terminated when Respondent receives written notice from the DEQ that Respondent has demonstrated that all the terms of the Consent Order have been completed to the satisfaction of the DEQ, and that any assessed penalty has been paid.

34. The individuals signing this Consent Order certify that they are authorized to sign it and to legally bind the parties they represent.

35. This Consent Order becomes effective on the date of the later of the two signatures below.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**FOR THE RESPONDENT:**

**FOR THE OKLAHOMA DEPARTMENT  
OF ENVIRONMENTAL QUALITY:**

\_\_\_\_\_  
**KEVIN PRIDDLE  
CHAIRMAN**

\_\_\_\_\_  
**STEVEN A. THOMPSON  
EXECUTIVE DIRECTOR**

**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 A4, 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 10th day of November, 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 10th day of October, 2009.**

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











# McAlester City Council

## AGENDA REPORT

Meeting Date: November 10, 2009 Item Number: 6  
Department: Finance  
Prepared By: Gayla Duke Account Code: \_\_\_\_\_  
Date Prepared: November 3, 2009 Budgeted Amount: \_\_\_\_\_  
Exhibits: \_\_\_\_\_

### Subject

Consider, and act upon, Ordinance 2331 which amended the Code of Ordinances, Chapter 2, Article VII, Section 2-259 related to establishing the McAlester City Emergency Ambulance Fund and declaring an emergency.

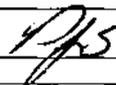
### Recommendation

Motion to rescind approval of Ordinance 2331 and/or amend said ordinance due to the mechanics of creating and establishing an enterprise fund for ambulance services. No trust or authority agreement is in place to create an entity for establishment of an enterprise fund.

### Discussion

Recommend creation of departments inside of general fund in order to track ambulance expenditures or possible creation of a special revenue fund.

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	GDD	11/3/09
City Manager	PJS 	11/3/09



# McAlester City Council

## AGENDA REPORT

Meeting Date: November 10, 2009 Item Number: 7  
Department: Finance  
Prepared By: Gayla Duke Account Code: \_\_\_\_\_  
Date Prepared: November 3, 2009 Budgeted Amount: \_\_\_\_\_  
Exhibits: \_\_\_\_\_

### Subject

Presentation of the Actuarial Report as of July 1, 2009 for the City of McAlester Defined Benefit Retirement Plan and Trust.

### Recommendation

Bruce R. Nordstrom, ASA, EA, MAAA, Principal and Senior Consulting Actuary, Apex Global Partners, Inc. - Benefit Partners Division, will present the Actuarial Report for FY 09-10 to the city council. Motion to accept and place on file the Actuarial Report.

### Discussion

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	GDD	11/3/09
City Manager	PJS <i>[Signature]</i>	11/3/09



# McAlester City Council

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## AGENDA REPORT

Meeting Date: November 10, 2009  
Department: Council  
Cora Middleton for  
Prepared By: Councilman John Browne  
Date Prepared: November 3, 2009

Item Number: 8  
Account Code: \_\_\_\_\_  
Budgeted Amount: \_\_\_\_\_  
Exhibits: None

### Subject

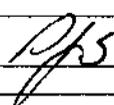
Presentation, and possible action, by American Income Life.

### Recommendation

### Discussion

This item involves a presentation by American Income Life regarding no cost benefits and supplemental insurance that could be available to employees.

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	CM	11/03/09
City Manager	PJS 	11/03/09

Council Chambers  
Municipal Building  
October 27, 2009

The McAlester Airport Authority met in a Regular session on Tuesday, October 27, 2009, at 6:00 P.M. after proper notice and agenda was posted October 21, 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. Fiedler to approve the following:

- **Approval of the Minutes from the October 13, 2009, Regular Meeting of the McAlester Airport Authority.** *(Cora Middleton, City Clerk)*
- **Confirm action taken on City Council Agenda Item C regarding claims ending October 27, 2009.** *(Gayla Duke, Chief Financial Officer)* In the amount of \$12,645.76.
- **Confirm action taken on City Council Agenda Item 3 regarding Presentation of the Audited Financial Statements and Independent Auditor's Report for Fiscal Year ending June 30, 2008.** *(Gayla Duke, Chief Financial Officer)*
- **Confirm action taken on City Council Agenda Item 7 regarding an Ordinance establishing a Code of Conduct for the City of McAlester; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency.** *(Peter J. Stasiak, Acting City Manager)*

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. Fiedler. The vote was taken as follows:

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

Chairman Priddle declared the motion carried.

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Kevin Priddle, Chairman

ATTEST:

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Cora Middleton, Secretary

Council Chambers  
Municipal Building  
October 27, 2009

The McAlester Public Works Authority met in a Regular session on Tuesday, October 27, 2009, at 6:00 P.M. after proper notice and agenda was posted October 21, 2009.

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

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

- **Approval of the Minutes from the October 13, 2009, Regular Meeting of the McAlester Airport Authority.** *(Cora Middleton, City Clerk)*
- **Confirm action taken on City Council Agenda Item C regarding claims ending October 27, 2009.** *(Gayla Duke, Chief Financial Officer)* In the amount of \$127,401.26.
- **Confirm action taken on City Council Agenda Item 3 regarding Presentation of the Audited Financial Statements and Independent Auditor's Report for Fiscal Year ending June 30, 2008.** *(Gayla Duke, Chief Financial Officer)*
- **Confirm action taken on City Council Agenda Item 6 in regards to partnering with KIBOIS and the City of McAlester for a recycling program.** *(Councilman, John Browne)*
- **Confirm action taken on City Council Agenda Item 7 regarding an Ordinance establishing a Code of Conduct for the City of McAlester; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency.** *(Peter J. Stasiak, Acting City Manager)*

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. Browne moved for the meeting to be adjourned, seconded by Mr. Condit. 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