



# McAlester City Council

## NOTICE OF MEETING

### Regular Meeting Agenda

Tuesday, February 24, 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
Mark B. Roath.....	City Manager
William J. Ervin .....	City Attorney
Cora M. Middleton.....	City Clerk

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

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

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

### CALL TO ORDER

*Announce the presence of a Quorum.*

### INVOCATION & PLEDGE OF ALLEGIANCE

- Jerry Burnside, First Assembly of God

### ROLL CALL

### CITIZENS COMMENTS ON NON-AGENDA ITEMS

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

### CONSENT AGENDA

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

- A. **Approval of the Minutes from the January 29, 2009, Special Meeting of the McAlester City Council.** *(Cora Middleton, City Clerk)*
- B. **Approval of the Minutes from the February 4, 2009, Special Meeting of the McAlester City Council.** *(Cora Middleton, City Clerk)*
- C. **Concur with Mayor's reappointment of Evans McBride to the McAlester Regional Hospital Center Board for a term to expire February, 2015.** *(Kevin E. Priddle, Mayor)*
- D. **Concur with Mayor's appointment of Anthony Washington to the McAlester Regional Hospital Center Board for a term to expire February, 2015.** *(Kevin E. Priddle, Mayor)*
- E. **Concur with Mayor's appointment of Kenny Edwards to the McAlester Economic Development Service Board for a term to expire June, 2011.** *(Kevin E. Priddle, Mayor)*
- F. **Approval of Claims for February 11, 2009 through February 24, 2009.** *(Sherry Alessi, Assistant City Financial Officer)*

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

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#### **PUBLIC HEARING**

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

#### **SCHEDULED BUSINESS**

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1. **REMOVE FROM TABLE: Consider, and act upon, an Ordinance relating to the City of McAlester Sales Tax; amending Ordinance No. 2144 relating to the purpose of the One Percent Sales Tax approved at an election held on May 14, 2002; and ratifying and approving the expenditures by the McAlester Public Works Authority.** *(William Ervin, City Attorney)*

Executive Summary

This agenda item involves an amendment to Ordinance No. 2144 as previously written.

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

Executive Summary:

This agenda item involves amending FY 2008-2009 Budget after a mid-year budget review by all departments.

3. **Consider, and act upon, a Bid Award to Midwest Vehicle Professionals, Inc., in the amount of \$98,750, for the purchase of one new 2008 Wheeled Coach-165 Modular, Bulkhead, Type III Ambulance conditioned on the City Manager or his designee preparing a budget amendment for City Council consideration and possible action.** *(Harold Stewart, Fire Chief)*

Executive Summary

This agenda item involves accepting a bid award for a 2008 Wheeled Coach Ambulance to replace the recently damaged unit conditioned on the City Manager preparing a budget amendment for City Council consideration and approval.

- 4. **Consider, and act upon, acceptance of a Multi-Hazard Mitigation Planning Project Grant from the Oklahoma Department of Emergency Management and authorizing the Mayor to sign the State/Local Disaster Assistance Agreement. (George Marcangeli, City Engineer/Public Works Director)**

Executive Summary

This agenda item involves acceptance of a Multi-Hazard Mitigation Planning Project Grant and authorizing the Mayor to sign the grant agreement.

- 5. **Consider, and act upon, authorizing the Mayor to sign an Agreement with Flanagan & Associates, LLC, in the amount of \$29,900, for professional planning services to develop a Multi-Hazard Mitigation Plan. (George Marcangeli, City Engineer/Public Works Director)**

Executive Summary

This agenda item involves a proposed agreement to engage Flanagan & Associates, LLC, to prepare a Multi-Hazard Mitigation Plan.

- 6. **Consider, and act upon, the engagement of Waters-Oldani Executive Recruitment to perform an executive recruitment search for the position of Chief Financial Officer in the amount not-to-exceed \$19,800 including out-of-pocket expenses. (Mark B. Roath, City Manager)**

Executive Summary

This agenda item involves the engagement of an executive search firm to recruit a Chief Financial Officer.

**NEW BUSINESS**

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

**CITY MANAGER'S REPORT**

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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 January 29, 2009, Special Meeting of the McAlester Airport Authority. (Cora Middleton, City Clerk)**
- **Confirm action taken on City Council Agenda Item F regarding Claims for February 11, 2009 through February 24, 2009. (Sherry Alessi, Assistant City Financial Officer)**

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 January 29, 2009, Special Meeting of the McAlester Public Works Authority.** *(Cory Middleton, City Clerk)*
- **Confirm action taken on City Council Agenda Item 1 regarding an Ordinance relating to the City of McAlester Sales Tax; amending Ordinance No. 2144 relating to the purpose of the One Percent Sales Tax approved at an election held on May 14, 2002; ratifying and approving the expenditures by the McAlester Public Works Authority.** *(William Ervin, City Attorney)*
- **Confirm action taken on City Council Agenda Item 2 regarding an Ordinance amending Ordinance No. 2299 which established the budget for Fiscal Year 2008-2009; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency.** *(Mark Roath, City Manager)*
- **Confirm action taken on City Council Agenda Item 4 regarding acceptance of a Multi-Hazard Mitigation Planning Project Grant from the Oklahoma Department of Emergency Management and authorizing the Mayor to sign the State/Local Disaster Assistance Agreement.** *(George Marcangeli, City Engineer/Public Works Director)*
- **Confirm action taken on City Council Agenda Item 5 regarding authorizing the Mayor to sign an Agreement with Flanagan & Associates, LLC, in the amount of \$29,900, for professional planning services to develop a Multi-Hazard Mitigation Plan.** *(George Marcangeli, City Engineer/Public Works Director)*
- **Confirm action taken on City Council Agenda Item F regarding Claims for February 11, 2009 through February 24, 2009.** *(Sherry Alessi, Assistant City Financial Officer)*

ADJOURN MPWA.

#### **CONVENE AS MCALESTER RETIREMENT TRUST AUTHORITY**

*Majority of a Quorum required for approval*

- **Approval of the Minutes from the January 29, 2009, Special Meeting of the McAlester Retirement Trust Authority** *(Cory Middleton, City Clerk)*
- **Approval of Retirement Benefit Payments for the period of March, 2009.** *(Sherri Alessi, Assistant Chief Financial Officer)*

ADJOURN MRTA.

RECONVENE COUNCIL MEETING.

#### **EXECUTIVE SESSION**

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

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

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

**ADJOURNMENT**

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**CERTIFICATION**

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

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**Cora M. Middleton, City Clerk**

Council Chambers  
Municipal Building  
January 29, 2009

The McAlester City Council met in a special session on Thursday, January 29, 2009, at 6:00 P.M. after proper notice and agenda was posted January 27, 2009, at 2:30 P.M.

**CALL TO ORDER**

Mayor Priddle called the meeting to order.

**INVOCATION & PLEDGE OF ALLEGIANCE**

- **Mother Stephanie Swinnea, All Saints Episcopal**

**ROLL CALL**

Council Roll Call was as follows:

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

Absent: Haven Wilkinson

Presiding: Kevin E. Priddle, Mayor

Staff Present: Mark Roath, City Manager; David Medley, Utilities Director; Cliff Pitner, Engineering Inspector; William J. Ervin, Jr., City Attorney and Cora Middleton, City Clerk

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

None

**CONSENT AGENDA**

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

- Approval of the Minutes from the December 11, 2008, Special Meeting of the McAlester City Council. (Cora Middleton, City Clerk)**
- Approval of the Minutes from the December 23, 2008, Regular Meeting of the McAlester City Council. (Cora Middleton, City Clerk)**
- Approval of the Minutes from the January 13, 2009, Regular Meeting of the McAlester City Council. (Cora Middleton, City Clerk)**

- D. Consider, and act upon, authorizing the Mayor to sign an Equipment Maintenance Agreement, in the amount of \$3,060.00, with Biz Tel Communications for the calendar year 2009. *(Mark B. Roath, City Manager)*
- E. Consider, and act upon, authorizing the Mayor to sign an Equipment Maintenance Agreement, in the amount of \$936.00, with Biz Tel Communications for the calendar year 2009. *(Mark B. Roath, City Manager)*
- F. Approval of Claims for January 14, 2009 through January 27, 2009. *(Sherry Alessi, Assistant City Financial Officer)* In the amounts of: General Fund - \$92,186.67; Parking Authority - \$232.15; Nutrition - \$847.64; Airport Grant - \$25,747.20; SE Expo Center/Tourism Fund - \$8,408.63; E-911 - \$2,947.58; Economic Development - \$15,416.67; CDBG Grants Fund - \$47,320.80 and CIP Fund - \$5,464.87.

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

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

Mayor Priddle declared the motion carried.

**ITEMS REMOVED FROM CONSENT AGENDA**

None

**SCHEDULED BUSINESS**

- 1. Presentation of a Certificate of Appreciation to Atlantic-MEECO Inc. recognizing their donation of a dock at Lake McAlester. *(Kevin E. Priddle, Mayor and Members of the City Council)*

Executive Summary

*This agenda item involves recognizing Atlantic-MEECO Inc. for their dock donation to the City.*

Mayor Priddle explained that Atlantic-Meeco had donated an ADA compliant dock at Lake McAlester. He then presented Mr. Dan Adams of Atlantic-Meeco a certificate of appreciation. Mayor Priddle stated that the dock was made entirely of composite plastic material that would not rust. He then thanked Mr. Adams again for their contribution.

- 2. Presentation about the Oklahoma's Premier Work Ready Region Program and request for a letter of support by the Mayor on behalf of the City Council for the City of McAlester. *(Barbara Gilbertson, Eastern Oklahoma State College)*

Executive Summary

*This agenda item involves a request for a Letter of Support for the Oklahoma's Premier Work Ready Region Program by the Mayor on behalf of the City Council.*

Councilman Mason moved to approve the request for a letter of support by the Mayor on behalf of the City Council for the City of McAlester for the Oklahoma's Premier Work Ready Region Program. The motion was seconded by Vice-Mayor Garvin.

Before the vote, Mayor Priddle explained that the letter of support was part of the process in getting this program on its way.

Barbara Gilbertson reviewed a power point presentation that furnished the requirements for this program. She stated that one of the requirements was to gather letters of support from the area communities and organizations that would be working closely with this program. She added that they were in the initial stages of forming this coalition. Ms. Gilbertson commented that they were very near the percentages needed and she would like to come back and update the Council as this progressed.

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

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

NAY: None

Mayor Priddle declared the motion carried.

**3. Presentation on the City's Stormwater Program, Phase II, Year Three, MS4.**  
*(Brandon Claborn, Meshek and Associates)*

Executive Summary

*This agenda item involves a status report on Phase II of the City's Stormwater Program.*

Councilman Condit moved to open the presentation of the City's Stormwater Program, Phase II, Year Three, MS4. The motion was seconded by Councilman Mason.

Before the vote, Brandon Claborn presented the status report on the Stormwater Program to the Council. During the presentation, Mr. Claborn explained that documentation was very important. He added that the City had distributed informational pamphlets at the County fair and to area schools so the teachers could work it into their curriculum. Mr. Claborn commented that they were ninety percent (90%) complete on identifying outfalls. He stated they had not had to define thresholds yet and they were still working on the Stormwater ordinance. He commented that the ordinance would help address illicit discharges and it was the number one (1) tool to implement the program. He added that he felt that the City was in pretty good shape for the permit.

Councilman Condit stated that Puterbaugh Middle School had a technology class in which the students could develop cities and he asked if Cliff Pitner could get the information regarding the Stormwater Program to that teacher.

Mr. Roath stated that Mr. Pitner had done a wonderful job with this issue.

There was no action taken.

**4. Status Report on the Water Treatment Plant Enhanced Coagulation Project.** *(David Medley, Utilities Director)*

Executive Summary

*This agenda item involves an update on the enhanced coagulation project at the Water Treatment Plant.*

David Medley addressed the Council explaining that the project on the Water Treatment Plant would help reduce organics in the City's water system. He stated that the project had cost around three quarters of a million dollars and was scheduled to be complete on February 23, 2009. He commented that the contractor's report showed it should complete ten (10) days ahead of schedule. Mr. Medley stated that there were three (3) items left on the project. They were; 1. Finish painting and placing the concrete coating on clarifier number three (3); 2. Install the overhead doors and 3. Install the new chemical storage tanks. He added that once the construction was completed it could take up to twelve (12) months before the City was actually in compliance.

Mayor Priddle commented that the citizens had received a notice because the State lab had failed to perform a specific test.

Mr. Medley stated that the City had not noticed that the test had not been performed and it was the City's responsibility.

5. **Consider, and act upon, authorizing the Mayor to sign a Letter of Engagement with Crawford and Associates, Inc., to review hotel/motel tax collections as well as proper receipting of said revenue by the City. (Mark B. Roath, City Manager)**

Executive Summary

*This agenda item involves an audit of the hotel tax revenue generated by hotels and motels within the corporate limits of McAlester.*

Councilman Condit moved to authorize the Mayor to sign a Letter of Engagement with Crawford and Associates, Inc., to review hotel/motel tax collections as well as proper receipting of said revenue by the City. The motion was seconded by Councilman Mason.

Before the vote, Mr. Roath explained that the City had contracted with Crawford and Associates in June of 2007 to audit Fiscal Year 2006/2007 and this was to request that they audit this last year (2007/2008) since the hotels had been operating at about ninety-eight percent (98%) capacity. He stated that it was probably advantageous to do a second audit to make sure all was being reported and accounted correctly. He added that, going forward, it might only be necessary to audit every other year.

Mayor Priddle commented that with the last audit there were some procedural changes that the City had to make.

Mr. Roath stated that there were two parts to this audit. One part was to audit the hotels and motels in the City and the second part was to audit the City to insure that we were receipting and recording the monies properly.

Councilman Mason commented that there might be an instance where they had to go back two (2) years to verify that funds were being properly reported.

Mayor Priddle stated that he felt this was a good move for the City.

Councilman Fiedler asked if there was a follow up with the motels after the previous audit.

Mr. Roath stated that there was an information packet sent out and Ms. Jerry Lynn Wilson had conducted a survey of the motels to gather their comments on how they felt the money should be spent.

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

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

NAY: None

Mayor Priddle declared the motion carried.

**6. Discussion, and possible action, on Randy Saunier's Utility Bill for the Green Meadows Apartments. (Buddy Garvin, Vice-Mayor and Chris Fiedler, Councilmember)**

Executive Summary

*This agenda item involves water, sewer and garbage service billing for Green Meadows Apartments.*

Vice-Mayor Garvin moved to open the discussion and possible action, on Randy Saunier's Utility Bill for the Green Meadows Apartments. The motion was seconded by Councilman Fiedler.

Before the vote, Vice-Mayor Garvin stated that he had visited with the City Manager regarding this matter earlier. He added that Mr. Roath had asked that staff be allowed to review this bill and if they could not satisfy Mr. Saunier, then it could come back before the Council.

Mr. Roath stated that he appreciated Vice-Mayor Garvin's willingness to allow the staff to review this and attempt to come to some resolution with the matter.

Councilman Mason agreed that the administration should be charged with resolving these types of issues.

Vice-Mayor Garvin commented that Mr. Saunier was not questioning the water bill only the amount that was being charged for sewer. He stated that this should be handled in a timely manner.

There was no vote on this matter.

**NEW BUSINESS**

None

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

Mr. Roath commended and thanked the job that the City's Police, Fire, Water and Sanitation Departments had done during the recent bad weather. He announced the recent employment of the Planning and Community Development Director, Mr. Peter Stasiak, and commented that he would start February 23<sup>rd</sup>. Mr. Roath stated that the two (2) new garbage trucks would arrive in two (2) weeks and he was still looking at the other alternatives. He commented that he had been submitting weekly reports to the Council and he had changed those reports to coincide with the agenda packets for the Council meetings.

Councilman Mason asked who had the lease purchase on the garbage trucks.

Mr. Roath stated that they had received a low bid from the local bank that the City currently used and the rate had been 4.3%. He added that the agreement had not been completed.

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

Vice-Mayor Garvin stated that North Town had been experiencing some major water problems but the City had been on top of them. He thanked the sanitation employees saying that they had been doing a fine job. He commented on the burglaries that had been hindering North Town and asked that everyone be a good neighbor and watch out for each other.

Councilman Mason had no remarks at this time.

Councilman Fiedler commented that the emergency services had done a good job getting prepared for the bad weather. He commended Trent Myers and the Emergency Management Office for their preparedness.

Councilman Condit commended the City employees for the job they were doing and stated that when he didn't receive any complaints, he felt the City was doing their job well.

Councilman Browne thanked the Oklahoma Municipal League for coming to McAlester and putting on the training that he, Councilman Fiedler and the Mayor had attended. He also commended the City employees for the job they were doing. He commented on a House Bill that was coming before the State Senate that could be beneficial to the City. He added that it would allow the Oklahoma Aeronautics Commission to award grants totaling ten million dollars to municipalities with regional airports.

Mayor Priddle stated that he would like to have the State of the City address entered into the record. He commented on the Crystal Darkness Program and thanked Councilman Fiedler for his coordination of the audio visual for that program. Mayor Priddle stated that Crimestoppers was up and running and they had their tip line out to the public. He asked that if anyone saw something out of the usual, to please call the police department or the Crimestoppers tip line. He added that in February the Council would resume their Town Hall Ward meetings and the next meeting would be in Ward Five (5) on the third Tuesday of the month.

Councilman Garvin commented that the meeting would be held at the Whistle Stop Bistro.

Mayor Priddle then thanked the City workers.

**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 Mason, Fiedler, Condit, Browne, Garvin & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried, and the Regular Meeting was recessed at 7:05 P.M.

**RECONVENE COUNCIL MEETING**

The Regular Meeting was reconvened at 7:07 P.M.

Mayor Priddle commented that the collective bargaining partner could not attend the meeting due to the change in date so the discussion on the status of the negotiations would not take place. He then asked for a motion to go into Executive Session to discuss pending litigation with various parties or firms including Randy S. Green, Tandem Technologies, Western Surety Company and Joyce Ramsey, in accordance with Title 25, Section 307.B.4.

Councilman Mason moved to recess the Regular Meeting for an Executive Session to discuss pending litigation with various parties or firms including Randy S. Green, Tandem Technologies, Western Surety Company and Joyce Ramsey, in accordance with Title 25, Section 307.B.4. The motion was seconded by Councilman Condit.

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

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

NAY: None

Mayor Priddle declared the motion carried and the Regular Meeting was recessed at 7:08 P.M.

**EXECUTIVE SESSION**

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

- **Section 307 (B) (4) – Discussion concerning pending litigation with various parties or firms including Randy S. Green, Tandem Technologies, Western Surety Company, and Joyce Ramsey.**

**RECONVENE INTO OPEN SESSION**

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

The Regular Meeting was reconvened at 8:13 P.M.

Mayor Priddle stated that the Council had gone into Executive Session to discuss pending litigation with various parties or firms including Randy S. Green, Tandem Technologies, Western Surety Company and Joyce Ramsey, in accordance with Title 25, Section 307.B.4, only those matters had been discussed and they had taken no action. He then asked for a motion to go back into open session.

Councilman Mason moved for the Council to return to open session. The motion was seconded by Councilman Fiedler.

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

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

NAY: None

Mayor Priddle declared the motion carried and the Council was back in open session at 8:14 P.M.

**ADJOURNMENT**

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

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

NAY: None

Mayor Priddle declared the motion carried, and the meeting was adjourned at 8:14 P.M.

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

ATTEST:

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

Council Chambers  
Municipal Building  
February 4, 2009

The McAlester City Council met in a special session on Wednesday, February 4, 2009, at 5:00 P.M. after proper notice and agenda was posted February 2, 2009, at 4:30 P.M.

**CALL TO ORDER**

Mayor Priddle called the meeting to order.

**INVOCATION & PLEDGE OF ALLEGIANCE**

**Mayor Kevin E. Priddle**

**ROLL CALL**

Council Roll Call was as follows:

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

Absent: Chris Fiedler

Presiding: Kevin E. Priddle, Mayor

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

**SCHEDULED BUSINESS**

1. **Consider, and act upon, Resolution authorizing the calling and holding of a Special Election in the City of McAlester, County of Pittsburg, State of Oklahoma, on Tuesday, April 7, 2009, for the purpose of submitting to the Qualified Electors of the City of McAlester, Oklahoma, the Question of their approval or rejection of Ordinance No. 2312 relating to the City Sales Tax; providing for said election to be conducted by the Pittsburg County Election Board; Providing that Polls shall be open continuously from 7:00 A.M. to 7:00 P.M.; Providing for Separability.**  
*(William J. Ervin, City Attorney)*

Councilman Browne moved for approval of **RESOLUTION NO. 09-01**, authorizing a Special Election. The motion was seconded by Vice-Mayor Garvin.

Before the vote, Mr. Ervin explained that this resolution was required for the City to have an election and that this election was to provide for clarification of the use of part of the surplus funds collected on the one cent sales tax that were above the principal and interest payments.

Mayor Priddle stated that the sub-committee had worked on this and the language in the original ordinance was not specific as to how the funds could be used. He added that this proposition would give better detail.

Mr. Roath commented on the spelling of waste water in the proposition. He explained that it had been spelled differently in two (2) places and it needed to be uniform for the proposition.

Councilman Browne stated that this would not change the tax or extend it. It was just clarifying how the tax could be used.

Councilman Mason commented that the resolution was an instrument to set the election and not set the language for the election.

The City Clerk stated that the resolution was the only document for the election that was submitted to the County Election Board and the wording of the ballot was from the resolution.

There was discussion among the Council regarding the words maintain and maintenance, if the funds could be used for payroll, what constituted maintenance and what constituted construction, having the ability to repair or replace water lines, sewer lines and streets as needed and if the citizens voting on this proposition would understand this.

There was discussion between Mr. Ervin and Councilman Mason regarding the competitive bidding act and they would need to distinguish from maintenance and construction.

Mayor Priddle stated that the wording was pretty standard and well written. He added that if they tried to tighten this down it could become too lengthy and not be understandable.

Mr. Ervin commented that it was the Council's prerogative on how the money was spent. He added that if it was not in the proposition, it was not authorized.

Mr. Roath stated that it was in a separate fund and budgeted by the Council. He added that he thought that the language could be amended at a later date to tighten the use but he would defer that to the City Attorney's office.

Mr. Ervin commented that the change to the spelling could be made before the resolution was adopted and submitted to the Election Board.

Councilman Mason asked if they were dealing with one (1) issue or two (2) different issues.

Mayor Priddle commented that he thought they were just clarifying two (2) words.

Mr. Ervin commented that he thought it all related to the expenditure of the excess money so he would say it was one (1) subject. He added that the ordinance that the Council would consider later limited it to eighty percent (80%) of the excess but it was still dealing with the tax.

Councilman Mason asked if the wording in the ordinance could differ from the wording in the resolution. He also asked if this addressed only the current excess sales tax or the past sales tax.

Mr. Ervin stated that he thought the wording in the resolution and the ordinance were compatible. He added that it would be retroactive.

There was a brief discussion about the use of the funds that had already been set aside, if it was possible that the monies being held in reserve were being handled incorrectly and that it was a question of the voters to trust the Council in what they decide to do.

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

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

NAY: None

Mayor Priddle declared the motion carried.

**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 Condit, Browne, Wilkinson, Garvin, Mason & Mayor Priddle

NAY: None

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

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

ATTEST:

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

**CLAIMS FROM FEB. 11, 2009  
THRU  
FEB. 24, 2009**

BUCKET: 04171 CLAIMS FOR 2/24/09

ENDORSET: 01

FUND : 01 GENERAL FUND

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-----						
-A00006	AT & T	LONG DISTANCE				
		1-08-23755	01 -5215315	TELEPHONE UTI LONG DISTANCE BILL	044971	148.33
-A00170	ADA PAPER CO.					
		1-230491	01 -5548203	REPAIRS & MAI PAPER PRODUCTS/CITY HALL	044978	254.67
-A00267	AIRGAS					
		1-10691640B	01 -5542203	REPAIRS & MAI MONTHLY LEASE AT PARKS	044979	43.20
		1-106916408A	01 -5542203	REPAIRS & MAI MONTHLY LEASE AT POOLS	044979	85.06
-A00747	AT&T					
		1-08-23772	01 -5215315	TELEPHONE UTI 91542315025801-TRUNK CALL	044972	1,010.08
-A00751	ATWOODS					
		1-3220559	01 -5542203	REPAIRS & MAI REPAIR & MAINT SUPPLIES	044981	95.47
		1-3224172	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	044981	63.95
		1-3226203	01 -5542203	REPAIRS & MAI REPAIR & MAINT SUPPLIES	044981	120.04
		1-3227120	01 -5542203	OPERATING SUP HOSE FOR HIGH PRESURE SPR	044981	199.98
		1-3228116	01 -5542203	REPAIRS & MAI REPAIR & MAINT SUPPLIES	044981	70.81
-A00770	AUTO PARTS CO					
		1-833454	01 -5862203	REPAIRS & MAI LIGHTS FOR POLICE CARS	044982	238.00
		1-833479	01 -5862203	REPAIRS & MAI AUTO PARTS BLANKET PO	044982	159.90
		1-833461	01 -5862203	REPAIRS & MAI AUTO PARTS BLANKET PO	044982	149.45
		1-833463	01 -5862203	REPAIRS & MAI AUTO PARTS BLANKET PO	044982	209.64
		1-833728	01 -5862203	REPAIRS & MAI AUTO PARTS BLANKET PO	044982	156.54
		1-833835	01 -5862203	REPAIRS & MAI AUTO PARTS BLANKET PO	044982	153.13
		1-833836	01 -5862203	REPAIRS & MAI AUTO PARTS BLANKET PO	044983	185.50
		1-834017	01 -5862203	REPAIRS & MAI AUTO PARTS BLANKET PO	044983	168.83
		1-834060	01 -5862203	REPAIRS & MAI BLANKET PO AUTO PARTS	044983	203.05
		1-834094	01 -5862203	REPAIRS & MAI BLANKET PO AUTO PARTS	044984	174.06
		1-834096	01 -5862203	REPAIRS & MAI AUTO PARTS BLANKET PO	044984	147.96
		1-834174	01 -5862203	REPAIRS & MAI AUTO PARTS BLANKET PO	044984	152.06
		1-834190	01 -5862203	REPAIRS & MAI BLANKET PO AUTO PARTS	044984	189.73
		1-834275	01 -5862203	REPAIRS & MAI BLANKET PO AUTO PARTS	044984	124.91
		1-834374	01 -5862203	REPAIRS & MAI BLANKET PO AUTO PARTS	044984	44.21
		1-834428	01 -5862203	REPAIRS & MAI BLANKET PO AUTO PARTS	044984	45.43
		1-834466	01 -5862203	REPAIRS & MAI BLANKET PO AUTO PARTS	044984	78.05
		1-834491	01 -5862203	REPAIRS & MAI BLANKET PO AUTO PARTS	044984	178.84
		1-834492	01 -5862203	REPAIRS & MAI BLANKET PO AUTO PARTS	044984	160.35
		1-834499	01 -5862203	REPAIRS & MAI BLANKET PO AUTO PARTS	044985	47.13
		1-834520	01 -5862203	REPAIRS & MAI BLANKET PO AUTO PARTS	044985	132.68
		1-834561	01 -5862203	REPAIRS & MAI BLANKET PO AUTO PARTS	044985	50.46
		1-834574	01 -5862203	REPAIRS & MAI BLANKET PO AUTO PARTS	044985	32.57
-B00043	B & S SUPPLY, INC.					
		1-58969	01 -5562203	REPAIRS & MAI REPAIR PARTS/VEHICLES	044987	1,251.84
B00180	BEALES	GOODYEAR TIRES				

CKET: 04171 CLAIMS FOR 2/24/09

NDOR SET: 01

ND : 01 GENERAL FUND

NDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-B00150	BEALES GOODYEAR TIRES		continued			
		I-MC-159635	01 -5862203	REPAIRS & MAI BLANKET PO FOR TIRE	044959	84.00
		I-MC-159871	01 -5862203	REPAIRS & MAI TIRES FOR 5-10	044989	1,142.96
-B00180	BEMAC SUPPLY					
		I-S1432999.001	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	044990	63.12
		I-S1437356.001	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	044991	62.34
-B00570	BUCK WILSON BODY SHOP I					
		I-197	01 -5862203	REPAIRS & MAI REPAIR 5-2	044995	2,077.55
-C00050	C M A O					
		I-1341	01 -5210331	EMPLOYEE TRAV CMAO WINTER CONFERENCE	044996	300.00
-C00100	CLEET					
		I-08-23733	01 -5213336	FEES LAW ENFORCEMENT TRAINING	044997	5,167.00
-C00206	CARGILL SALT					
		I-2454907	01 -5865218	STREET RE-SUR SALT FOR DEICING STREETS	044998	3,025.26
		I-2454907	01 -5865218	STREET RE-SUR FUEL SURCHARGE	044998	71.40
-C00245	CATHEY & ASSOCIATES, L.					
		I-22277	01 -5431316	REPAIRS & MAI REE BACK GLASS/SUPPORT 1	044999	315.00
-C00269	CBC INNOVIS					
		I-9032009148	01 -5321306	CONTRACTED SE YEARLY MEMBERSHIP DUES	045000	120.00
-C00330	CENTERPOINT ENERGY ARKL					
		I-08-23767	01 -5215314	GAS UTILITY 6871293-4/1600 E COLLEGE	044973	444.68
		I-08-23767	01 -5215314	GAS UTILITY 6855197-8/303 W SPRINGER	044973	30.40
-C00430	CHIEF FIRE & SAFETY CO.					
		I-156262	01 -5431207	CLOTHING ALMO NAMEPATCH/TURNOUT GEAR	045001	158.00
-C00431	CHIEF SUPPLY CO					
		I-221395	01 -5321324	SWAT SUPER HALLAGAN TOOL	045002	248.99
		I-227305	01 -5321324	SWAT SUPER HALLAGAN TOOL	045002	65.00
-C00667	CONTRACTORS SUPPLY CO					
		I-0901740	01 -5865204	SMALL TOOLS WATER PUMP & HOSE	045003	1,085.12
		I-0902773	01 -5865218	STREET RE-SUR 1 PALLET 48 BG. SPEEDCRET	045003	1,162.84
-C00848	CRYSTIE LEIGH WESLEY					
		I-08-23819	01 -5542308	CONTRACTED SH BB SCOREKEEPER FEES-3 GAM	045005	24.00
-D00006	D & D ELEVATOR INC					
		I-11276	01 -5543316	REPAIRS & MAI ELEVATOR REPAIR @ LIBRARY	045006	1,725.00
-D00160	DAVID TISSINGTON					

ACCOUNT: 04171 CLAIMS FOR 2/24/09

ENDORSET: 01

FUND : 01 GENERAL FUND

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-D00160	DAVID TISSINGTON		continued			
		I-08-23815	01 -5542309	CONTRACTED SE BASKETBALL REFEREE-3 GAME	045007	60.00
-D00540	COLESE BROTHERS					
		I-05318	01 -5865218	STREET RE-SUR 400 TON #4 SCREENINGS	045016	573.04
		I-05750	01 -5865218	STREET RE-SUR 400 TON #4 SCREENINGS	045016	151.01
		I-06134	01 -5865218	STREET RE-SUR 400 TON #4 SCREENINGS	045016	286.85
		I-07023	01 -5865218	STREET RE-SUR 400 TON #4 SCREENINGS	045016	153.39
		I-07518	01 -5865218	STREET RE-SUR 400 TON #4 SCREENINGS	045016	849.42
		I-08024	01 -5865218	STREET RE-SUR 400 TON #4 SCREENINGS	045016	305.41
		I-10369	01 -5865218	STREET RE-SUR 400 TON #4 SCREENINGS	045016	55.28
		I-11437	01 -5865218	STREET RE-SUR 75 TON 6" TO 8" RIF RAP	045016	415.68
		I-11979	01 -5865218	STREET RE-SUR 75 TON 6" TO 8" RIF RAP	045016	184.81
		I-800085-09	01 -5865218	STREET RE-SUR BLANKET PO FOR CONCRETE	045016	543.00
		I-800107-09	01 -5865218	STREET RE-SUR BLANKET PO FOR CONCRETE	045016	3,140.00
		I-800113-09	01 -5865218	STREET RE-SUR BLANKET PO FOR CONCRETE	045016	134.50
		I-800114-09	01 -5865218	STREET RE-SUR BLANKET PO FOR CONCRETE	045016	706.59
-D00549	DON HASS					
		I-08-23699	01 -5322202	OPERATING SUP REIMB. RE-INSTATMENT	045017	25.00
-D00775	JUSTIN DUVALL					
		I-08-23823	01 -5542309	CONTRACTED SE BB REFEREE FEES-6 GAMES	045019	120.00
-E00266	ERVIN & ERVIN ATTORNEYS					
		I-08-23725	01 -5214302	CONSULTANTS/L RETAINER FEE FEB 2009	045020	2,505.37
-F00015	ELECTOR TECHNOLOGIES					
		I-NP16362466	01 -5862203	PETROLEUM PRO GENERAL FUND FUEL FOR JAN	045021	10,407.87
-F00037	FASTENAL					
		I-OKMCA75735	01 -5548203	REPAIRS & MAI STORM SIREN SUPPLIES	045022	41.50
-F00040	FEDERAL EXPRESS CORP.					
		I-9-021-30074	01 -5548316	REPAIRS & MAI RETURN SIREN BATTERY	045023	153.17
		I-9-053-41523	01 -5211202	OPERATING SUP OVERNIGHT/DEBRA CAFFEY	045023	37.72
		I-9-053-41523	01 -5652202	OPERATING SUP OVERNIGHT/JAMES LAWSON	045023	27.95
		I-9-053-41523	01 -5652202	OPERATING SUP OVERNIGHT/PETER STASICK	045023	34.56
-F00170	FIRST NATIONAL BANK					
		I-BOX 575	01 -5211202	OPERATING SUP SAFE DEP BOX FEE-BOX 575	045024	17.00
-F00310	FRONTIER INTNL. TRUCKS					
		I-759130	01 -5862203	REPAIRS & MAI REPAIR PARTS FOR S-29	045026	2,607.58
G00010	G & C RENTAL CENTER, IN					
		I-7866	01 -5547203	REPAIRS & MAI EQUIP RENTAL/ OPEN GRAVES	045028	14.00
		I-8055	01 -5547203	REPAIRS & MAI EQUIP RENTAL/ OPEN GRAVES	045028	475.00
		I-8062	01 -5865218	STREET RE-SUR RENTAL ON DOZER	045028	3,100.00

CKEY: 04171 CLAIMS FOR 2/24/09

NDOR SET: 01

ND : 01 GENERAL FUND

NDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-G00285	GERALD'S TRUCK SERVICE					
		I-4085	01 -5862203	REPAIRS & MAI SENSOR FOR S-2	045030	208.28
-G00310	GIB'S TRANSMISSION, INC					
		I-1372	01 -5862203	REPAIRS & MAI REBUILT 4 SPD TRANSMISSIO	045031	1,900.00
-H00075	HARRIS CONSTRUCTION SER					
		I-420361	01 -5865218	STREET RE-SUR FREIGHT/400 TON SCREENING	045032	1,951.40
-I00110	IMPRESS OFFICE SUPPLY					
		I-027150	01 -5213202	OPERATING SUP SUPPLIES	045035	191.22
		I-027164	01 -5213202	OPERATING SUP SUPPLIES	045035	58.80
		I-027295	01 -5213202	OPERATING SUP SUPPLIES	045035	33.99
		I-027335	01 -5212202	OPERATING SUP BLANKET PO MISC: SUPPLIES	045035	32.38
		I-027354	01 -5211202	OPERATING SUP BLANKET PO/OFFICE SUPPLIE	045035	41.00
		I-027362	01 -5212202	OPERATING SUP MISC SUPPLIES	045035	30.60
		I-027366	01 -5211202	OPERATING SUP BLANKET PO/OFFICE SUPPLIE	045035	9.99
-I00120	INCODE					
		I-73,732	01 -5225401	COMPUTER TECH NEW EMAIL SERVER & HARDWA	045036	5,640.00
		I-73,732	01 -5225401	COMPUTER TECH LABOR	045036	4,000.00
		I-73,732	01 -5225401	COMPUTER TECH TRAVEL	045036	1,085.03
		I-73,868	01 -5225349	INCODE SOFTWA NETWORK SUPPORT	045036	200.00
-J00310	JET TIRE SERVICE					
		I-96786	01 -5862203	REPAIRS & MAI REPAIR POLICE CAR	045037	410.95
-J00338	JOB CONSTRUCTION CO INC					
		I-025640	01 -5865218	STREET RE-SUR BLANKET PO FOR PATCH	045038	330.75
		I-025641	01 -5865218	STREET RE-SUR BLANKET PO FOR PATCH	045038	376.95
		I-025642	01 -5865218	STREET RE-SUR BLANKET PO FOR PATCH	045038	316.05
-J00340	JIM WOOD REFRIGERATION					
		I-09-9920	01 -5544202	OPERATING SUP REPL SILNOID FOR ICE MACH	045039	341.25
-J00435	JORDAN CARRIS AGENCY					
		I-3576	01 -5212202	OPERATING SUP BOND FOR NOTARY PUBLIC	045040	50.00
-K00101	KEITH A. BARNES					
		I-08-23810	01 -5542308	CONTRACTED SE BB REFEREE FEES-4 GAMES	045041	80.00
-K00170	KEVIN RUSHING					
		I-08-23818	01 -5542308	CONTRACTED SE BB REFEREE FEES-4 GAMES	045042	80.00
L00275	LEONARD & RINEER, P.C.					
		I-08-23721	01 -5214302	CONSULTANTS/L PROFESSIONAL SERVICES	045049	731.25
L00428	LOWE'S CREDIT SERVICES					
		C-11642	01 -5542203	REPAIRS & MAI OPBN PO REP & MAINT	045050	14.91-

ACCOUNT: 04171 CLAIMS FOR 2/24/09

ENDOR SET: 01

JND : 01 GENERAL FUND

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
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I-100425	LOWE'S CREDIT SERVICES	continued				
		I-01041	01 -5542203	REPAIRS & MAINT OPEN PO REP & MAINT	045050	17.35
		I-01067	01 -5542203	REPAIRS & MAINT OPEN PO REP & MAINT	045050	89.68
		I-01077	01 -5542203	REPAIRS & MAINT OPEN PO REP & MAINT	045050	23.88
		I-01186	01 -5542203	REPAIRS & MAINT OPEN PO REP & MAINT	045050	58.81
		I-01624	01 -5548203	REPAIRS & MAINT MAINT MATERIALS	045050	42.72
		I-01661	01 -5548203	REPAIRS & MAINT MAINT MATERIALS	045050	265.68
		I-01755	01 -5548203	REPAIRS & MAINT SMALL TOOLS/MAINT REPAIR	045050	158.87
		I-01756	01 -5548203	REPAIRS & MAINT MAINT MATERIALS	045050	61.79
		I-01760	01 -5548203	REPAIRS & MAINT MAINT MATERIALS	045050	146.85
		I-01779	01 -5548203	REPAIRS & MAINT MAINT MATERIALS	045050	109.00
		I-02808	01 -5542203	REPAIRS & MAINT OPEN PO REP & MAINT	045051	52.05
		I-05748	01 -5565204	SMALL TOOLS TOOLS FOR STREET DIVISION	045051	215.91
		I-06008	01 -5548203	REPAIRS & MAINT MAINT MATERIALS	045051	117.71
		I-06509	01 -5542203	REPAIRS & MAINT OPEN PO REP & MAINT	045051	133.95
		I-08713	01 -5548203	REPAIRS & MAINT MAINT MATERIALS	045051	96.84
		I-09232	01 -5548204	SMALL TOOLS COMPRESSOR FOR MAINTENANC	045051	205.20
		I-09347	01 -5542203	REPAIRS & MAINT REPAIR & MAINT SUPPLIES	045051	117.70
		I-09415	01 -5548203	REPAIRS & MAINT MAINT MATERIALS	045051	173.26
		I-09685	01 -5542203	REPAIRS & MAINT OPEN PO REP & MAINT	045051	79.96
		I-09903	01 -5542203	REPAIRS & MAINT OPEN PO REP & MAINT	045051	22.97
		I-09974	01 -5548203	REPAIRS & MAINT SMALL TOOLS/MAINT REPAIR	045051	346.56
-X00085	MARGARET MCMORROW - LOV					
		I-08-23723	01 -5214302	CONSULTANTS/L PROFESSIONAL FEES: TAFF	045053	1,220.40
		I-08-23723	01 -5214302	CONSULTANTS/L PROFESSIONAL FEES: FOP	045053	52.19
-X00715	MUSKOGEE COMMUNICATIONS					
		I-112262	01 -5563203	REPAIR & MAIN WORK ON RADIO BASH STATIO	045057	170.00
-X00200	MCALESTER SCOTTISH RITE					
		I-668990	01 -5545311	PARKING RENTA 6 MONTHS FEE FOR PARKING	045060	175.00
-X00250	MCALESTER NEWS CAPITAL					
		I-01565488	01 -5565317	ADVERTISING & CLOSING ROADWAY EASEMENT	045062	17.40
-000060	OFFICE DEPOT, INC					
		I-460987784-001	01 -5210202	OPERATING SUP OFFICE SUPPLIES	045065	31.96
-000075	O'REILLY AUTO PARTS					
		C-0230-124620	01 -5431316	REPAIRS & MAINT BLANKET PO/AUTO PARTS	045066	2.40-
		C-230 214211	01 -5862203	REPAIRS & MAINT BLANKET PO/SMALL AUTO PAR	045066	20.92-
		I-0230-120470	01 -5862203	REPAIRS & MAINT HEAD LAMP LENS - UNIT 27	045066	196.00
		I-0230-124589	01 -5431316	REPAIRS & MAINT BLANKET PO/AUTO PARTS	045066	186.99
		I-230 117046	01 -5862203	REPAIRS & MAINT BLANKET PO/SMALL AUTO PAR	045066	16.65
		I-230 120349	01 -5862203	REPAIRS & MAINT BLANKET PO/SMALL AUTO PAR	045066	53.75
		I-230 120968	01 -5862203	REPAIRS & MAINT BLANKET PO/SMALL AUTO PAR	045066	218.49
		I-230 122490	01 -5862203	REPAIRS & MAINT BLANKET PO/SMALL AUTO PAR	045066	79.54
		I-230 124211	01 -5862203	REPAIRS & MAINT BLANKET PO/SMALL AUTO PAR	045066	20.92

CHECK: 0417: CLAIMS FOR 2/24/09

ENDORSET: 01

FUND : 01 GENERAL FUND

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-000075	O'REILLY AUTO PARTS		continued			
		I-230 125265	01 -5862203	REPAIRS & MAINT BLANKET PO/SMALL AUTO PAR	045066	51.86
		I-230 125364	01 -5862203	REPAIRS & MAINT BLANKET PO/SMALL AUTO PAR	045066	38.39
		I-230 125403	01 -5862203	REPAIRS & MAINT BLANKET PO/SMALL AUTO PAR	045066	18.62
-000595	OSBI					
		I-08-23734	01 -5213336	FEES AFIS - JAN	045068	2,837.76
		I-08-23734	01 -5213336	FEES FORENSIC - JAN	045068	2,731.25
-000250	PETTY CASH					
		I-08-23832	01 -5321331	EMPLOYEE TRAV CLEET SCHOOL	045071	56.95
		I-08-23837	01 -5321202	OPERATING SUP MEALS - MIDWEST CITY	045071	43.05
		I-08-23837	01 -5321202	OPERATING SUP MEALS - NORMAN SCHOOL	045071	78.62
		I-08-23837	01 -5321202	OPERATING SUP MEALS - NORMAN SCHOOL	045071	62.73
		I-08-23837	01 -5321202	OPERATING SUP MEALS - ADA OK	045071	13.42
		I-08-23837	01 -5321202	OPERATING SUP MEALS - NORMAN SCHOOL	045071	44.52
		I-08-23837	01 -5321202	OPERATING SUP TOLL FEE/MEALS - NORMAN	045071	19.80
		I-08-23837	01 -5321331	EMPLOYEE TRAV MEALS - ADA SCHOOL	045071	34.18
		I-08-23837	01 -5321331	EMPLOYEE TRAV CLEET SCHOOL	045071	78.67
		I-08-23837	01 -5431316	REPAIRS & MAINT NIPPLES FOR WATER TANK	045071	5.73
		I-08-23838	01 -5210331	EMPLOYEE TRAV PIZZA INN-STAFF DEV. LUNC	045071	69.35
		I-08-23838	01 -5321202	OPERATING SUP UPS - FILE TO FBI	045071	13.37
		I-08-23838	01 -5321202	OPERATING SUP POSTAGE TO OSBI	045071	0.36
		I-08-23838	01 -5321331	EMPLOYEE TRAV POSTAGE NEG TRAINING	045071	194.93
		I-08-23838	01 -5321331	EMPLOYEE TRAV MEALS - CLEET SCHOOL	045071	87.92
		I-08-23838	01 -5322202	OPERATING SUP BIG V - DOG FOOD FOR POUN	045071	31.90
		I-08-23838	01 -5431202	OPERATING SUP UPS - POSTAGE	045071	7.34
-000310	FITNEY BOWES					
		I-3127966-JA09	01 -5215312	EQUIPMENT REN TERM RENTAL	045072	1,821.39
-000560	PUBLIC SERVICE/AEP					
		I-08-23768	01 -5215313	ELECTRIC UTIL 95630770212/302 E FILLMOR	044975	61.77
		I-08-23768	01 -5215313	ELECTRIC UTIL 95084541358/303 W SPRINGH	044975	12.29
		I-08-23771	01 -5215313	ELECTRIC UTIL 95481109638-333 E. CARL A	044975	153.12
		I-08-23771	01 -5215313	ELECTRIC UTIL 95692191224-301 W JEFFERS	044975	43.21
		I-08-23771	01 -5215313	ELECTRIC UTIL 95242258705-PD/NARC	044975	712.08
		I-08-23771	01 -5215313	ELECTRIC UTIL 95205457302-1699 E CARL A	044975	25.02
		I-08-23771	01 -5215313	ELECTRIC UTIL 952875592018-GENERAL	044975	12,376.50
		I-08-23771	01 -5215313	ELECTRIC UTIL 95790346108-ST. LIGHTS	044975	11,989.77
		I-08-23771	01 -5215313	ELECTRIC UTIL 95235551004-LIBRARY	044975	1,849.86
-000090	RAM INC					
		I-16437	01 -5862205	PETROLEUM PRO 1000 GAL. UNLEADED GASOLI	045073	1,450.94
		I-16437	01 -5862205	PETROLEUM PRO 2500 GALS DIESEL	045073	4,136.30
-000103	RANDY NORMAN					
		I-08-23734	01 -5544202	OPERATING SUP MODEL & TRAVEL/ASA MEETIN	045074	261.93

CHECK: 04171 CLAIMS FOR 2/24/09

ENDOR SET: 01

NO : 01 GENERAL FUND

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-R00300	RICHARD RUSHING					
		I-08-23822	01 -5542308	CONTRACTED SE BH REFEREE FEES-4 GAMES	045075	50.00
-R00480	ROGER KEY EQUIPMENT					
		I-85344	01 -5542516	REPAIRS & MAI REPLACEMENT DRILL BIT	045078	56.26
-S00180	OK SECRETARY OF STATE-N					
		I-08-23481	01 -5210202	OPERATING SUP FILING FEE/NOTARY PUBLIC	045079	10.00
-S00190	SECURITY SYS. & ENG. IN					
		I-24916	01 -5542202	OPERATING SUP BI-ANNUAL ALARM MONITORIN	045080	90.00
-S00372	SIRCHIE FINGERPRINT LAB					
		I-0504591-1X	01 -5320202	OPERATING EXP FINGERPRINT KITS	045082	197.00
		I-0504591-1N	01 -5320202	OPERATING EXP STANDARD PHOTOGRAPHIC DOC	045082	199.00
		I-0504591-1N	01 -5320202	OPERATING EXP SHIPPING	045082	18.50
-S00510	SOUTHERN SUPPLY & EQUIP					
		I-44863	01 -5562203	REPAIRS & MAI BLANKET PO FOR SMALL	045084	13.60
		I-44882	01 -5542203	REPAIRS & MAI OPEN PO FOR MISC REPAIR	045084	45.00
		I-44948	01 -5562203	REPAIRS & MAI BLANKET PO FOR SMALL	045084	52.05
		I-44961	01 -5562203	REPAIRS & MAI EDGER BLADES FOR PARKS	045084	120.00
		I-44962	01 -5562203	REPAIRS & MAI BAR, SPROCKET, BEARINGS	045084	189.42
-S00642	SPECIAL OPS UNIFORMS, I					
		I-714964	01 -5321207	CLOTHING ALLO CLOTHING & EQUIPMENT	045085	23.96
		I-715082	01 -5321207	CLOTHING ALLO CLOTHING & EQUIPMENT	045085	104.49
		I-715102	01 -5321207	CLOTHING ALLO CLOTHING & EQUIPMENT	045085	69.99
-S00710	STANDARD MACHINE LLC					
		I-206652	01 -5562203	REPAIRS & MAI BLANKET PO FOR METAL	045086	206.35
		I-206738	01 -5562203	REPAIRS & MAI BLANKET PO FOR METAL	045086	13.20
		I-206764	01 -5562203	REPAIRS & MAI BLANKET PO FOR METAL	045086	200.58
		I-206766	01 -5562203	REPAIRS & MAI BLANKET PO FOR METAL	045086	72.25
		I-206787	01 -5562203	REPAIRS & MAI BLANKET PO FOR METAL	045086	54.45
		I-206789	01 -5562203	REPAIRS & MAI BLANKET PO FOR METAL	045086	51.97
-S00725	STAPLES CREDIT PLAN					
		I-72856	01 -5562203	REPAIR & MAIN MAGNIFYING LAMP	045087	119.99
		I-78786	01 -5548204	SMALL TOOLS DELL LAPTOP COMPUTER	045087	949.98
S00726	STAPLES BUSINESS ADVANT					
		I-23549	01 -5542202	OPERATING SUP PRINTER INK	045088	78.29
		I-8011514561	01 -5210202	OPERATING SUP BINDER	045088	38.52
S00770	STATEWIDE COMMUNICATION					
		I-1243	01 -5562203	REPAIRS & MAI ANTENNA, RADIO, LIGHT REP	045089	35.00
		I-1287	01 -5562203	REPAIRS & MAI ANTENNA, RADIO, LIGHT REP	045089	176.50
		I-1317	01 -5562203	REPAIRS & MAI ANTENNA, RADIO, LIGHT REP	045089	87.30

CKET: 04171 CLAIMS FOR 2/24/09

NDOR SET: 01

ND : 01 GENERAL FUND

NDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-----						
-T00010	T. H. ROGERS LUMBER CO.					
		I-389662	01 -5542203	REPAIRS & MAI MISC REPAIRS & MAINT.	045090	17.40
		I-390084	01 -5542203	REPAIRS & MAI MISC REPAIRS & MAINT.	045090	26.86
-T00185	THE MEDICINE SHOPPE					
		I-08-23625	01 -5542202	OPERATING SUP 10 POISON IVY VACCINES	045091	250.00
-T00370	TIPPIT INSURANCE					
		I-27973	01 -5215322	INSURANCE/BON CONT BOND/CITY MANAGER	045092	1,090.56
		I-27977	01 -5215321	AUTO INSURANC 4TH QTR GEN LIABILITY	045092	9,424.35
		I-27977	01 -5215321	AUTO INSURANC 4TH QTR GEN LIABILITY	045092	252.28
		I-27977	01 -5215321	AUTO INSURANC 4TH QTR GEN LIABILITY	045092	199.41
		I-27977	01 -5215322	INSURANCE/BON 4TH QTR GEN LIABILITY	045092	44,348.54
		I-27977	01 -5215322	INSURANCE/BON 4TH QTR GEN LIABILITY	045092	3,123.14
		I-27977	01 -5215322	INSURANCE/BON 4TH QTR GEN LIABILITY	045092	1,249.26
		I-28040	01 -5215321	AUTO INSURANC ADDITION OF NEW VEHICLE	045092	61.00
-T00443	TOMMY BUCKNER					
		I-08-23824	01 -5542308	CONTRACTED SE BB REFEREE FEES-6 GAMES	045093	120.00
-T00445	TOMMY EDWARDS					
		I-6602	01 -5215480	CONTINGENCY/A INSTALL DOORS & HAND RAIL	045094	440.00
-T00458	TOKYA M BARNES					
		I-08-23820	01 -5542308	CONTRACTED SE BB SCOREKEEPER FEES-8 GAM	045095	64.00
-UC00020	US CELLULAR					
		I-08-23732	01 -5215315	TELEPHONE UTI CELL PHONE BILL FOR JAN	044977	2,602.70
-U00130	UNITED SAFETY & CLAIMS					
		I-7379	01 -5215106	WORKMAN'S COM ESTIMATED SERVICE FEE	045102	1,175.00
-W00040	WALMART COMMUNITY BRC					
		I-05341	01 -5320202	OPERATING EXP SUPPLIES	045103	4.68
-W00072	WARREN CAT					
		I-PS100292291	01 -5862203	REPAIRS & MAI BUCKET/CAT LOADER IT38F	045104	11,730.61
		I-TU37760	01 -5431316	REPAIRS & MAI HYDROLIC REPAIRS	045104	1,287.36
-W00270	WHITE ELECTRICAL SUPPLY					
		C-154017	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	045108	345.45-
		I-230883	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	045108	39.90
		I-231339	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	045108	37.19
		I-231712	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	045108	50.65
		I-231766	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	045108	171.12
		I-232013	01 -5548203	REPAIRS & MAI SMALL TOOLS FOR MAINTENAN	045108	300.00
		I-232124	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	045108	194.07
		I-232191	01 -5542203	REPAIRS & MAI OPEN PO MISC ELECTRICAL	045108	67.03
		I-232201	01 -5542203	REPAIRS & MAI OPEN PO MISC ELECTRICAL	045108	263.96

BOOKET: 04171 CLAIMS FOR 2/24/09

PAYOR SET: 01

FUND : 01 GENERAL FUND

PAYOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-----						
-X00020 XEROX CORP-MAJOR ACCOUNT						
		I-037929551	01 -5215312	EQUIPMENT REN XEROX RENTAL/CITY MANAGER	045109	187.94
		I-037929551	01 -5652202	OPERATING SUP XEROX RENTAL/CODES	045109	187.91
		I-037929551	01 -5653202	OPERATING SUP XEROX RENTAL/PERSONNEL	045109	187.91
		I-038351950	01 -5215312	EQUIPMENT REN XEROX LEASE	045109	1,116.29
		I-038351950	01 -5215312	EQUIPMENT REN XEROX LEASE	045109	1,116.29
			FUND 01	GENERAL FUND	TOTAL:	199,683.35

CKET: 04171 CLAIMS FOR 2/24/09

NDOR SET: 01

ND : 02 MPWA

NDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-----						
-A00425	ALLIED ENERGY CO INC					
		I-295664-001	02 -5973203	REPAIRS & MAI BLOWER FOR WEST/EAST PLT	044980	6,077.47
-A00747	AT&T					
		I-08-23772	02 -5267315	TELEPHONE UTI 91842393004101-MPWA	044972	3,490.66
		I-08-23772	02 -5267315	TELEPHONE UTI 91814751133780-DATA LINE	044972	53.25
-A00770	AUTO PARTS CO					
		I-833470	02 -5862203	REPAIRS & MAI BLANKET PO FOR AUTO PARTS	044982	122.87
		I-833660	02 -5862203	REPAIRS & MAI BLANKET PO FOR AUTO PARTS	044982	69.92
		I-833670	02 -5862203	REPAIRS & MAI BLANKET PO FOR AUTO PARTS	044982	63.08
		I-833673	02 -5862203	REPAIRS & MAI BLANKET PO FOR AUTO PARTS	044982	9.98
		I-833694	02 -5862203	REPAIRS & MAI BLANKET PO FOR AUTO PARTS	044982	81.95
		I-833729	02 -5862203	REPAIRS & MAI BLANKET PO FOR AUTO PARTS	044982	126.16
		I-833752	02 -5862203	REPAIRS & MAI BLANKET PO FOR AUTO PARTS	044982	26.05
		I-833802	02 -5862203	REPAIRS & MAI BLANKET PO FOR AUTO PARTS	044982	79.37
		I-833838	02 -5862203	REPAIRS & MAI BLANKET PO FOR AUTO PARTS	044983	87.48
		I-833927	02 -5862203	REPAIRS & MAI BLANKET PO FOR AUTO PARTS	044983	89.12
		I-833937	02 -5862203	REPAIRS & MAI BLANKET PO FOR AUTO PARTS	044983	41.76
		I-833938	02 -5862203	REPAIRS & MAI BLANKET PO FOR AUTO PARTS	044983	105.89
		I-833944	02 -5862203	REPAIRS & MAI BLANKET PO FOR AUTO PARTS	044983	9.69
		I-834018	02 -5862203	REPAIRS & MAI BLANKET PO FOR AUTO PARTS	044983	43.57
		I-834035	02 -5862203	REPAIRS & MAI BLANKET PO FOR AUTO PARTS	044983	116.48
		I-834039	02 -5862203	REPAIRS & MAI BLANKET PO FOR AUTO PARTS	044983	26.24
		I-834056	02 -5862203	REPAIRS & MAI BLANKET PO FOR AUTO PARTS	044983	93.57
		I-834093	02 -5862203	REPAIRS & MAI BLANKET PO FOR AUTO PARTS	044983	144.87
		I-834104	02 -5862203	REPAIRS & MAI BLANKET PO FOR AUTO PARTS	044984	34.78
		I-834132	02 -5862203	REPAIRS & MAI BLANKET PO FOR AUTO PARTS	044984	79.14
		I-834193	02 -5862203	REPAIRS & MAI BLANKET PO FOR AUTO PARTS	044984	13.48
		I-834631	02 -5862203	REPAIRS & MAI BLANKET PO AUTO PARTS	044985	47.63
		I-834653	02 -5862203	REPAIRS & MAI BLANKET PO AUTO PARTS	044985	93.81
		I-834686	02 -5862203	REPAIRS & MAI BLANKET PO AUTO PARTS	044985	20.24
		I-834741	02 -5862203	REPAIRS & MAI BLANKET PO AUTO PARTS	044985	55.85
		I-834811	02 -5862203	REPAIRS & MAI BLANKET PO AUTO PARTS	044985	11.50
		I-834874	02 -5862203	REPAIRS & MAI BLANKET PO AUTO PARTS	044985	53.35
		I-834937	02 -5862203	REPAIRS & MAI BLANKET PO AUTO PARTS	044985	31.43
		I-834954	02 -5862203	REPAIRS & MAI BLANKET PO AUTO PARTS	044985	66.66
		I-834968	02 -5862203	REPAIRS & MAI BLANKET PO AUTO PARTS	044985	100.00
		I-834996	02 -5862203	REPAIRS & MAI BLANKET PO AUTO PARTS	044986	50.42
		I-835006	02 -5862203	REPAIRS & MAI BLANKET PO AUTO PARTS	044986	106.06
		I-835007	02 -5862203	REPAIRS & MAI BLANKET PO AUTO PARTS	044986	25.03
		I-835011	02 -5862203	REPAIRS & MAI BLANKET PO AUTO PARTS	044986	214.54
		I-835012	02 -5862203	REPAIRS & MAI BLANKET PO AUTO PARTS	044986	107.27
		I-835017	02 -5862203	REPAIRS & MAI BLANKET PO AUTO PARTS	044986	106.10
		I-835037	02 -5862203	REPAIRS & MAI BLANKET PO AUTO PARTS	044986	21.88
		I-835063	02 -5862203	REPAIRS & MAI BLANKET PO AUTO PARTS	044986	84.95
		I-835097	02 -5862203	REPAIRS & MAI BLANKET PO AUTO PARTS	044986	147.31

CKET: 04171 CLAIMS FOR 2/24/09

ENDOR SET: 01

JND : 02 MPWA

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-----						
I-300043	B & S SUPPLY, INC.		continued			
		I-58966	02 -5975204	SMALL TOOLS MAINT SUPPLIES	044987	249.85
		I-58970	02 -5864203	REPAIRS & MAINT NUTS & BOLTS/LANDFILL EQU	044987	124.37
.-B00150 BEALES GOODYEAR TIRES						
		I-MC-160266	02 -5862203	REPAIRS & MAINT MOUNT & BAL 4 TIRES WP-1	044989	542.84
		I-MC-160367	02 -5862203	REPAIRS & MAINT TIRES/SANITATION TRUCKS	044989	6,235.80
-B00180 BEMAC SUPPLY						
		C-CM S1421425.001	02 -5974316	REPAIRS & MAINT SUPPLY'S - SUMMIT RIDGE	044990	258.02-
		I-S1405251.001	02 -5973316	REPAIRS & MAINT MAINTENANCE SUPPLY	044990	451.37
		I-S1406185.001	02 -5973316	REPAIRS & MAINT MAINTENANCE SUPPLY	044990	10.26
		I-S1407328.001	02 -5973316	REPAIRS & MAINT MAINTENANCE SUPPLY	044990	15.14
		I-S1412481.001	02 -5973316	REPAIRS & MAINT MAINTENANCE SUPPLY	044990	41.61
		I-S1417632.001	02 -5973316	REPAIRS & MAINT MAINTENANCE SUPPLY	044990	169.60
		I-S1421057.001	02 -5973316	REPAIRS & MAINT MAINTENANCE SUPPLY	044990	75.31
		I-S1426087.001	02 -5973316	REPAIRS & MAINT MAINTENANCE SUPPLY	044990	22.05
		I-S1431895.001	02 -5974316	REPAIRS & MAINT SUPPLY'S - SUMMIT RIDGE	044990	55.95
		I-S1432237.001	02 -5974316	REPAIRS & MAINT SUPPLY'S - SUMMIT RIDGE	044990	0.36
		I-S1432739.001	02 -5974316	REPAIRS & MAINT SUPPLY'S - SUMMIT RIDGE	044990	114.06
		I-S1435192.001	02 -5973316	REPAIRS & MAINT MAINTENANCE SUPPLY	044990	208.66
		I-S1435197.001	02 -5973316	REPAIRS & MAINT MAINTENANCE SUPPLY	044990	22.56
		I-S1435992.001	02 -5974316	REPAIRS & MAINT SUPPLY'S - SUMMIT RIDGE	044991	124.88
		I-S1437319.001	02 -5974316	REPAIRS & MAINT SUPPLY'S - SUMMIT RIDGE	044991	232.20
		I-S1437326.001	02 -5974316	REPAIRS & MAINT SUPPLY'S - SUMMIT RIDGE	044991	124.79
		I-S1437336.001	02 -5974316	REPAIRS & MAINT SUPPLY'S - SUMMIT RIDGE	044991	21.38
-B00360 BLUE BOOK (USA)						
		I-751983	02 -5974203	REPAIRS & MAINT BACKFLOW PREVENTOR	044993	295.33
		I-751988	02 -5974203	REPAIRS & MAINT AIR RELEASE VALVE	044993	232.67
		I-752163	02 -5975209	UTILITY MAINT PIPE LOCATORS, NOZZELS,	044993	739.97
-B00491 BRENNTAG SOUTHWEST						
		I-BSW117062	02 -5974206	MAJOR CHEMICAL TOTES OF POLYMER	044994	492.72
		I-BSW117062.	02 -5974206	MAJOR CHEMICAL 7 TOTES POLYMER	044994	7,200.00
		I-BSW121375	02 -5974206	MAJOR CHEMICAL CHLORINE	044994	3,279.30
		I-BSW121850	02 -5974206	MAJOR CHEMICAL POLYMER	044994	418.96
		I-BSW121850.	02 -5974206	MAJOR CHEMICAL POLYMER	044994	21,000.00
B00176 DAVIS PROPANE						
		I-40288	02 -5973203	REPAIRS & MAINT PROPANE TAYLOR PARK	045008	696.00
		I-40288	02 -5973203	REPAIRS & MAINT FILL VALVE	045008	30.00
B00206 DBS? INC.						
		I-MT223-571	02 -5871302	CONSULTANTS(H ASIST ANN. SOFTWARE MAINT	045009	1,000.00
B00322 DEPT. OF ENVIR. QUALITY						
		I-61011796	02 -5864329	DEQ FEES 4TH QTR ST DISPOSAL FEE	045011	30.00
		I-CHAMBERS-OE4517611	02 -5975329	DEQ FEES EXAM APPLICATIONS	045012	51.00

ACCOUNT: 04171 CLAIMS FOR 2/24/09

ENDOR SET: 01

END : 02 MPWA

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-----						
I-000322	DEPT. OF ENVIR. QUALITY		continued			
	I-EDUARDO-OE4517609	02	-5975329	DEQ FEES EXAM APPLICATIONS	045013	51.00
	I-FRAMPTON-OE4517612	02	-5975329	DEQ FEES EXAM APPLICATIONS	045014	51.00
	I-NEAL-OE4517608	02	-5975329	DEQ FEES EXAM APPLICATIONS	045015	51.00
-F00015	FLEETCOR TECHNOLOGIES					
	I-NP16362467	02	-5862205	PETROLEUM PRO MPWA FUEL FOR JAN	045021	6,511.92
-F00251	FORT COBB FUEL AUTHORIT					
	I-08-23731	02	-5267314	GAS UTILITY GAS FOR HEREFORD	044974	749.88
-F00310	FRONTIER INTNL. TRUCKS					
	I-161547	02	-5862203	REPAIRS & MAI PARTS/SW-11 ROLL OFF TRUC	045026	10,371.93
-F00314	FRONTIER SERVICE & PART					
	I-162040	02	-5862203	REPAIRS & MAI SW-1 REPAIR WORK	045027	5,380.70
-G00010	G & C RENTAL CENTER, IN					
	I-7928	02	-5864312	EQUIPMENT REN RENT ON DOZER @ LANDFILL	045028	3,100.00
	I-8061	02	-5864312	EQUIPMENT REN RENT ON DOZER @ LANDFILL	045028	3,100.00
-H00100	HAYNES EQUIPMENT, LLC					
	I-S3991-IN	02	-5973203	REPAIRS & MAI FLOATS FOR LIFT STATION	045033	372.62
	I-S4300-IN	02	-5973203	REPAIRS & MAI REBUILD KITS	045033	1,297.99
-I00020	I B T, INC					
	I-4806493	02	-5973316	REPAIRS & MAI CHAIN COUPLING & BEARING	045034	2,972.11
-I00110	IMPRESS OFFICE SUPPLY					
	I-027169	02	-5216202	OPERATING SUP TONER	045035	444.99
	I-027220	02	-5216202	OPERATING SUP RIBBON FOR CR CARD MACH	045035	36.00
	I-027321	02	-5216202	OPERATING SUP 12 CASES PAPER	045035	780.00
	I-027323	02	-5871202	OPERATING SUP INK AND MISC OFFICE SUPPL	045035	20.82
	I-027371	02	-5216202	OPERATING SUP EPSON VALIDATOR RIBBON	045035	27.00
K00190	KEYSTONE EQUIPMENT CO.					
	I-38686	02	-5862203	REPAIRS & MAI PARTS TO REPAIR W-10	045044	5,134.59
	I-38687	02	-5862203	REPAIRS & MAI TOOTH, PIN, BUCKET TOOTH	045044	2,140.24
	I-38720	02	-5862203	REPAIRS & MAI STARTER/W-40 BACKHOE 410	045044	511.00
	I-38787	02	-5862203	REPAIRS & MAI SMALL EQUIPMENT PARTS	045044	482.48
K00210	KIAMICHI ELECTRIC COOP.					
	I-08-23848	02	-5267313	ELECTRIC UTIL ELECTRIC FOR HEREFORD	045045	310.81
LC0428	LOWE'S CREDIT SERVICES					
	I-01220.	02	-5975209	UTILITY MAINT MAINTENANCE SUPPLIES	045050	96.67
	I-01221	02	-5975209	UTILITY MAINT MAINTENANCE SUPPLIES	045050	35.88
	I-01259	02	-5975209	UTILITY MAINT MAINTENANCE SUPPLIES	045050	48.66
	I-901048	02	-5975209	UTILITY MAINT MAINTENANCE SUPPLIES	045052	89.70

CHECK: 04171 CLAIMS FOR 2/24/09

NDOR SET: 01

ND : 02 MPWA

NDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-L00428	LOWE'S CREDIT SERVICES		continued			
		I-901193	02 -5975209	UTILITY MAINT MAINTENANCE SUPPLIES	045052	89.70
-M00272	MEDSAFE					
		I-9034245-IN	02 -5864203	REPAIRS & MAI CALIBRATION GAS	045055	93.76
-M00585	MOSMAN SCALE CO INC					
		I-31633	02 -5864327	SUB TITLE D E TEST/CALIBRATE @ LANDFILL	045056	496.75
-N00179	NATIONAL WATER WORKS					
		I-8482964	02 -5975211	WATER METERS 3" SENSUS FIRE HYDRANT	045061	3,843.18
-N00341	NORTHERN EQUIP. CO.					
		I-PYMT #6	02 -5974401	CAPITAL OUTLA ENHANCED COAGULATION	045063	149,812.02
-N00347	MEHLBURGER BRAWLEY / NR					
		I-MC-07-03-10	02 -5974401	CAPITAL OUTLA 08 WTP ENHANCED COAGULATI	045064	3,518.16
-O00122	OK TIRE					
		I-13129	02 -5862203	REPAIRS & MAI BALL JOINTS, TIRE ROD,	045067	893.32
-P00250	PETTY CASH					
		I-08-23832	02 -5862203	REPAIRS & MAI TOWING/STORAGE CHRG	045071	1,035.00
		I-08-23837	02 -5216202	OPERATING SUP UTILITY OFFICE - FUEL	045071	15.18
		I-08-23837	02 -5216202	OPERATING SUP IMPRESS - FILE FOLDERS	045071	9.80
		I-08-23838	02 -5216202	OPERATING SUP WALMART - KEY U03	045071	1.82
		I-08-23838	02 -5866202	OPERATING SUP TOLL TO TULSA	045071	2.00
-P00560	PUBLIC SERVICE/AEP					
		I-08-23771	02 -5267313	ELECTRIC UTIL 95043496827-MPWA	044975	40,105.78
-R00090	RAM INC					
		I-16428	02 -5862205	PETROLEUM PRO 500 GAL DIESEL	045073	837.50
-R00365	RIDGEWAY'S					
		I-42-437847	02 -5871202	OPERATING SUP ENGINEERING PLOTTER PAPER	045076	248.36
-R00390	RI-TECH IND. PRODUCTS					
		I-0059691-IN	02 -5973203	REPAIRS & MAI HAND SANATIZER	045077	139.80
		I-0060247-IN	02 -5975202	OPERATING SUP GLOVES (VINYL) LG/XL	045077	465.47
R00600	RURAL WATER DISTRICT #1					
		I-08-23730	02 -5267316	WATER UTILITY WATER @ LANDFILL	044976	108.62
S00234	SHARE CORPORATION					
		I-692707	02 -5862203	REPAIRS & MAI BRAKE CLEANING FLUID	045081	802.78
S00386	SMITH KEY & HARDWARE					
		I-007725	02 -5216202	OPERATING SUP UNLOCK DOOR	045083	40.00

CKET: 04171 CLAIMS FOR 2/24/09

NDOR SET: 01

ND : 02 MPWA

NDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-T00185	THE MEDICINE SHOPPE						
		I-317176	02	-5216202	OPERATING SUP 4 POISON IVY VACCINES	045091	100.00
-T00370	TIPPIT INSURANCE						
		I-27977	02	-5267321	AUTO INSURANC 4TH QTR GEN LIABILITY	045092	3,898.29
		I-27977	02	-5267322	INSURANCE 4TH QTR GEN LIABILITY	045092	11,243.30
-T00695	TULSA CITY-COUNTY						
		I-8977	02	-5974304	LAB TESTING COLIFORM TESTING	045097	440.00
-U00051	UTILITY SUPPLY CO.						
		I-037769	02	-5975209	UTILITY MAINT METER REGISTERS	045098	280.00
-U00053	UTILITY SUPPLY						
		I-037771	02	-5975204	SMALL TOOLS SAW BLADES	045099	249.80
-U00070	ULTRA-CHEM, INC.						
		I-950245	02	-5973206	MAJOR CHEMICA BUSTER PENETRANT	045100	205.84
-U00130	UNITED SAFETY & CLAIMS						
		I-08-23845	02	-5267106	WORKMAN'S COM WORKERS COMP	045101	10,970.72
-W00040	WALMART COMMUNITY BRC						
		I-010210	02	-5974203	REPAIRS & MAI CLEANING SUPPLIES	045103	249.52
-W00080	WASTE RESEARCH INC.						
		I-10093	02	-5862203	REPAIRS & MAI CONTROL VALVE FOR SW-4	045105	1,906.16
-W00130	WATER PRODUCTS						
		I-0743984	02	-5975202	OPERATING SUP 12" COUPLINGS	045106	672.00
-W00195	WELDON PARTS INC.						
		I-249225-00	02	-5862203	REPAIRS & MAI BLANKET PO/SMALL PARTS	045107	993.96
-W00270	WHITE ELECTRICAL SUPPLY						
		I-231928	02	-5973203	REPAIRS & MAI SUPPLIES FOR BOTH PLANTS	045108	95.68
-X00020	XEROX CORP-MAJOR ACCOUN						
		I-037929551	02	-5871202	OPERATING SUP XEROX RENTAL/ENGINEERING	045109	187.91
		I-037929551	02	-5972203	REPAIRS & MAI XEROX RENTAL/UTILITY	045109	187.91
		I-038351954	02	-5972316	REPAIRS & MAI MONTHLY COPIER FEE	045109	280.48
				FUND	02	MPWA	TOTAL: 335,171.43

ACCOUNT: 04171 CLAIMS FOR 2/24/09

PAYOR SET: 01

FUND : 03 AIRPORT AUTHORITY

PAYOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-PC0560	PUBLIC SERVICE/AEP	I-08-23771	03 -5876313	ELECTRIC UTIL 95291700219-AIRPORT	044975	1,009.35
-T00370	TIPPIT INSURANCE	I-27977	03 -5876321	AUTO INSURANC 4TH QTR GEN LIABILITY	045092	252.28
			FUND 03	AIRPORT AUTHORITY	TOTAL:	1,261.63

CHECK#: 04171 CLAIMS FOR 2/24/09

PAYOR SET: 01

FUND : 05 PARKING AUTHORITY

NDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-P00560	PUBLIC SERVICE/AEP					
		I-06-23771	05 -5218313	ELECTRIC UTIL 95244019006-PARKING AUTHO	044975	255.31
			FUND	05 PARKING AUTHORITY	TOTAL:	255.31

ACCOUNT: 04171 CLAIMS FOR 2/24/09

ENDOR SET: C1

FUND : 08 NUTRITION

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-A00747	AT&T	I-08-23772	08 -5549315	TELEPHONE UTI 918A4006692564-NUTRITION	044972	122.18
-D00213	DEBBIE COMPTON	I-08-23757	08 -5549308	CONTRACT SERV REIMB OF MILEAGE	045010	121.00
		I-08-23758	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	045010	150.00
-G00220	KENNETH EUGENE CARR	I-08-23755	08 -5549308	CONTRACT SERV REIMB OF MILEAGE	045029	137.50
-K00186	KENNETH BAKER	I-08-23756	08 -5549308	CONTRACT SERV REIMB OF MILEAGE	045043	110.00
		I-08-23759	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	045043	150.00
			FUND 08 NUTRITION	TOTAL:		790.68

CKET: 34171 CLAIMS FOR 2/24/09

ENDOR SET: 31

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

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-----						
-K00290	KUSTOM SIGNALS, INC.					
		I-381860	14 -5321451	POLICE EQUIPM ANTENNA (RADARS)	045047	5,980.00
		I-381660	14 -5321451	POLICE EQUIPM SHIPPING	045047	20.00
			FUND 14	C.O.P.S./GRANT	TOTAL:	6,000.00

BOOKET: 04171 CLAIMS FOR 2/24/09

ENDOR SET: 01

NO : 24 AIRPORT GRANT

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-100220	LBR, INC.	I-4110	24 -5876404	RE-NUMBER & R ENG SERVICES/AIRPORT GRAN	045048	721.81
			FUND 24	AIRPORT GRANT	TOTAL:	721.81

ACCOUNT: 04171 CLAIMS FOR 2/24/09

PAYOR SET: 01

FUND : 26 EDUCATIONAL FUND

PAYOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-F00301	FRINK CHAMBERS SCHOOL	I-08-23679	26 -5211626	TRANSFER - PU 4TH QTR 2008-1/2 EXCESS	045025	306.71
-K00282	KREBS PUBLIC SCHOOL	I-08-23681	26 -5211626	TRANSFER - PU 4TH QTR 2008-1/2 EXCESS	045046	19.28
-MC0145	MCALESTER PUBLIC SCHOOL	I-08-23680	26 -5211626	TRANSFER - PU 4TH QTR 2008-1/2 EXCESS	045059	54,291.97
			FUND 26 EDUCATIONAL FUND	TOTAL:		54,619.96

CKET: 04171 CLAIMS FOR 2/24/09

NDOR SET: 01

ND : 28 SE EXPO CTR/TOURISM FUND

NDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-300192	BEN E. KEITH					
		I-00603605	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	044992	2,523.02
-000602	DON'S LAZY S JERKY MFG					
		I-010348-A	28 -5654210	CONCESSION SU BEEF JERKY FOR TOURNAMENT	045018	264.00
-000078	FAM JOSLIN					
		I-224	28 -5654207	CLOTHING ALL SHIRT ORDER-EXPO	045069	144.00
-000210	PEPSI COLA					
		I-135501	28 -5654210	CONCESSION SU BAG-N-BOX & CO2/PIH8 TOUR	045070	160.00
		I-135782	28 -5654210	CONCESSION SU BAG-N-BOX & CO2 FOR OSSAA	045070	720.00
-000250	PETTY CASH					
		I-08-23838	28 -5654331	TRAVEL & TRAI TOURISM KIAMICHI MEETING	045071	52.65
-000560	PUBLIC SERVICE/AEP					
		I-08-23771	28 -5654313	ELECTRIC UTIL 95297190423-EXPO	044975	5,766.09
-S00190	SECURITY SYS. & ENG. IN					
		I-24918	28 -5654316	REPAIRS & MAI EXPO	045080	45.00
-T00370	TIPPIT INSURANCE					
		I-27977	28 -5654321	AUTO INSURANC 4TH QTR GEN LIABILITY	045092	126.14
		I-27977	28 -5654322	INSURANCE 4TH QTR GEN LIABILITY	045092	2,498.51
-T00540	TREATS SOLUTIONS INC					
		I-109700A	28 -5654203	REPAIR & MAIN JANITORIAL SUPPLIES	045096	46.49
				FUND 28 SE EXPO CTR/TOURISM FUND TOTAL:		12,345.90

BOOKET: 04171 CLAIMS FOR 2/24/09

ENDOR SET: 01

FUND : 29 E-911

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-A00747	AT&T					
		I-08-23772	29 -5324315	TELEPHONE UTI 91868300256872-E911	044972	3,001.48
-C00847	CRYSTAL DATA					
		I-178409	29 -5324202	OPERATING SUP CANON INK CARTRIDGES-CL41	045004	179.44
		I-178409	29 -5324202	OPERATING SUP CANON INK CARTRIDGES-CL52	045004	188.96
		I-178409	29 -5324202	OPERATING SUP SHIPPING	045004	5.98
			FUND	29 E-911	TOTAL:	3,375.86

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 23

CHECK#: 04171 CLAIMS FOR 2/24/09

PAYOR SET: 01

FUND : 30 ECONOMIC DEVELOPMENT

PAYOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-MC0270	MEDS					
		I-FEB 09/08-22150	30 -5211360	MC ECONOMIC D MONTHLY EXPENSE CONTRACT	045054	12,560.00
-MC0134	MCALESTER MAIN STREET					
		I-08-23779	30 -5211319	MISCELLANEOUS FEB 2009	045058	2,916.67
				FUND 30 ECONOMIC DEVELOPMENT	TOTAL:	15,416.67

CKET: 04171 CLAIMS FOR 2/24/09

NDOR SET: 01

ND : 38 DEDICATED SALES TAX-MPWA

NDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-----						
-B00093	BANCFIRST-TRUST DEPT					
		I-08-23856	38 -5215520	AGENT FEES SERV RENDERED/BOND 2002	044988	2,500.00
		I-08-23856	38 -5215520	AGENT FEES SERV RENDERED/BOND 1999A	044988	5,782.97
		I-08-23856	38 -5215520	AGENT FEES SERV RENDERED/BOND 1999B	044988	255.00
			FUND 38	DEDICATED SALES TAX-MPWA TOTAL:		8,537.97

TICKET: 04171 CLAIMS FOR 2/24/09

PAYOR SET: 01

FUND : 41 CIP FUND

PAYOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-----						
-100428	LOWE'S CREDIT SERVICES					
		1-01942	41 -5215401	CAPITAL PROJE REMODEL ON 1ST FLOOR	045051	27.92
		1-09975	41 -5215401	CAPITAL PROJE REMODEL ON 1ST FLOOR	045051	12.25
			FUND	41 CIP FUND	TOTAL:	40.17
					REPORT GRAND TOTAL:	638,220.74

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

AR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
08-2009	01 -5210202	OPERATING SUPPLIES	70.51	5,500	1,197.55		
	01 -5210331	EMPLOYEE TRAVEL & TRAININ	269.35	3,000	1,897.11		
	01 -5211202	OPERATING SUPPLIES	105.71	6,050	2,498.07		
	01 -5212202	OPERATING SUPPLIES	70.60	2,400	1,395.05		
	01 -5213202	OPERATING SUPPLIES	284.01	3,000	817.43		
	01 -5213336	FEES	10,736.01	122,000	55,836.39		
	01 -5214302	CONSULTANTS/LABOR RELATION	4,509.21	119,965	50,168.38		
	01 -5215106	WORKMAN'S COMP	1,175.00	188,525	25,172.56-	Y	
	01 -5215312	EQUIPMENT RENTALS	4,241.91	50,806	23,387.67		
	01 -5215313	ELECTRIC UTILITY	26,723.82	409,375	136,154.94		
	01 -5215314	GAS UTILITY	475.68	15,000	13,574.84		
	01 -5215315	TELEPHONE UTILITY	3,761.11	71,628	28,782.10		
	01 -5215321	AUTO INSURANCE	9,937.04	44,394	4,512.14		
	01 -5215322	INSURANCE/BONDS	49,811.50	263,406	27,632.13		
	01 -5215480	CONTINGENCY/ADA COMPLIANCE	440.00	46,445	26,665.04		
	01 -5225349	INCODE SOFTWARE MAINTENANC	200.00	27,400	1,721.00		
	01 -5225401	COMPUTER TECHNOLOGY	10,925.03	47,500	27,938.99		
	01 -5320202	OPERATING EXPENSE	419.18	5,000	1,440.03		
	01 -5321202	OPERATING SUPPLIES	310.25	15,000	8,536.48		
	01 -5321207	CLOTHING ALLOWANCE	198.44	27,200	610.40		
	01 -5321308	CONTRACTED SERVICES	120.00	20,683	11,677.85		
	01 -5321324	SWAT	313.99	10,000	3,843.37		
	01 -5321331	EMPLOYEE TRAVEL & TRAININ	452.64	12,000	4,211.67		
	01 -5322202	OPERATING SUPPLIES	56.90	4,000	3,172.12		
	01 -5431202	OPERATING SUPPLIES	7.34	27,000	5,713.76		
	01 -5431207	CLOTHING ALLOWANCE	158.00	16,125	4,233.37		
	01 -5431316	REPAIRS & MAINTENANCE	1,792.68	16,000	1,728.18		
	01 -5542202	OPERATING SUPPLIES	618.27	48,000	29,421.94		
	01 -5542203	REPAIRS & MAINT SUPPLIES	1,331.15	26,000	1,443.84		
	01 -5542308	CONTRACTED SERVICES	628.00	25,000	10,372.03		
	01 -5542316	REPAIRS & MAINTENANCE	56.26	20,000	10,064.43		
	01 -5543203	REPAIRS & MAINT SUPPLIES	85.06	5,000	2,466.65		
	01 -5544202	OPERATING SUPPLIES	603.18	8,000	2,442.55		
	01 -5545311	PARKING RENTAL	375.00	4,500	0.00		
	01 -5545316	REPAIRS & MAINTENANCE	1,725.00	2,500	730.00		
	01 -5547203	REPAIRS & MAINT SUPPLIES	489.00	10,000	2,447.11		
	01 -5548203	REPAIRS & MAINTENANCE SUPP	2,469.34	40,000	8,539.62		
	01 -5548204	SMALL TOOLS	1,155.18	5,000	2,543.30		
	01 -5548316	REPAIRS & MAINTENANCE	153.17	16,000	9,711.49		
	01 -5652202	OPERATING SUPPLIES	250.42	5,200	1,614.67		
	01 -5652317	ADVERTISING & PRINTING	17.40	3,000	2,569.05		
	01 -5653202	OPERATING SUPPLIES	187.91	2,500	800.63		
	01 -5862203	REPAIRS & MAINT SUPPLIES	26,554.03	170,670	20,903.70		
	01 -5862205	PETROLEUM PRODUCTS	15,995.11	435,000	187,764.35		
	01 -5863203	REPAIR & MAINT SUPPLIES	289.99	50,000	40,448.39		

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

FAR	ACCOUNT	NAME	AMOUNT	*****LINE ITEM*****		*****GROUP BUDGET*****	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	01 -5865204	SMALL TOOLS	1,301.03	2,500	744.43		
	01 -5865218	STREET RE-SURFACING	17,833.54	173,000	28,456.61		
	02 -5216202	OPERATING SUPPLIES	1,454.79	14,385	658.43		
	02 -5267106	WORKMAN'S COMP	10,970.72	188,525	458.42-	Y	
	02 -5267313	ELECTRIC UTILITY	40,416.59	549,699	168,329.90		
	02 -5267314	GAS UTILITY	749.88	9,000	6,669.64		
	02 -5267315	TELEPHONE UTILITY	3,543.91	34,800	8,229.06		
	02 -5267316	WATER UTILITY	108.62	3,500	1,825.55		
	02 -5267321	AUTO INSURANCE - FLEET	3,898.29	13,169	2,785.96-	Y	
	02 -5267322	INSURANCE	11,243.30	122,375	30,075.28		
	02 -5862203	REPAIRS & MAINT SUPPLIES	39,240.28	239,000	51,425.36		
	02 -5862205	PETROLEUM PRODUCTS	7,349.42	180,000	51,137.68		
	02 -5864203	REPAIRS & MAINT SUPPLIES	218.13	31,500	3,955.12		
	02 -5864312	EQUIPMENT RENTALS	6,200.00	96,500	48,700.00		
	02 -5864327	SUB TITLE D EXPENSE	496.75	300,000	189,821.35		
	02 -5864329	DEQ FEES	30.00	35,000	14,176.15		
	02 -5866202	OPERATING SUPPLIES	2.00	2,000	371.85		
	02 -5871202	OPERATING SUPPLIES	457.09	5,145	898.84		
	02 -5871302	CONSULTANTS(HMP & SW PHASE	1,000.00	80,000	2,087.00		
	02 -5972203	REPAIRS & MAINT SUPPLIES	187.91	1,000	236.78		
	02 -5972316	REPAIRS & MAINT.	280.48	500	219.52		
	02 -5973203	REPAIRS & MAINT SUPPLIES	8,709.56	57,500	16,482.80		
	02 -5973206	MAJOR CHEMICALS	205.84	5,000	4,234.16		
	02 -5973316	REPAIRS & MAINTENANCE	3,988.67	65,000	29,682.34		
	02 -5974203	REPAIRS & MAINT SUPPLIES	777.52	40,000	18,020.57		
	02 -5974206	MAJOR CHEMICALS	32,391.00	300,000	46,299.42		
	02 -5974304	LAB TESTING	440.00	31,000	2,334.30		
	02 -5974316	REPAIRS & MAINTENANCE	415.60	75,000	60,962.46		
	02 -5974401	CAPITAL OUTLAY	153,330.20	1,006,785	174,636.82		
	02 -5975202	OPERATING SUPPLIES	1,137.47	30,000	5,148.88		
	02 -5975204	SMALL TOOLS	499.65	3,000	2,500.35		
	02 -5975209	UTILITY MAINTENANCE SUPP.	1,380.58	30,000	2,796.74		
	02 -5975211	WATER METERS	3,843.18	20,000	1,664.14		
	02 -5975329	DEQ FEES	204.00	1,000	796.00		
	03 -5876313	ELECTRIC UTILITY	1,009.35	11,824	3,521.78		
	03 -5876321	AUTO INSURANCE	252.28	1,010	0.88		
	05 -5218313	ELECTRIC UTILITY	255.31	4,560	3,060.05		
	08 -5549308	CONTRACT SERVICES	668.50	13,530	3,169.73		
	08 -5549315	TELEPHONE UTILITY	122.18	1,500	580.95		
	14 -5321451	POLICE EQUIPMENT	6,000.00	13,500	401.00		
	24 -5876404	RE-NUMBER & REPAIR APRON	721.81	356,170	30,084.00		
	26 -5211626	TRANSFER - PUBLIC SCHOOLS	54,619.96	186,708	28,256.54		
	28 -5654203	REPAIR & MAINT SUPPLIES	46.49	16,000	4,404.05		
	28 -5654207	CLOTHING ALLOWANCE	144.00	1,000	406.00		
	28 -5654210	CONCESSION SUPPLIES	3,667.02	25,200	3,557.03		

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

AR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		*****GROUP BUDGET*****	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	28 -5654313	ELECTRIC UTILITY	5,766.09	60,000	10,350.72		
	29 -5654316	REPAIRS & MAINTENANCE	45.00	12,000	9,631.01		
	28 -5654321	AUTO INSURANCE	126.14	556	9.44		
	28 -5654322	INSURANCE	2,498.51	12,507	0.27		
	28 -5654331	TRAVEL & TRAINING	52.65	2,000	716.45		
	29 -5324202	OPERATING SUPPLIES	374.38	18,067	16,959.13		
	29 -5324315	TELEPHONE UTILITY	3,001.48	23,000	526.93-	Y	
	30 -5211319	MISCELLANEOUS	2,916.67	59,500	27,921.45		
	30 -5211360	MC ECONOMIC DEVELOPMENT	12,500.00	150,000	0.00		
	38 -5215520	AGENT FEES	8,537.97	8,600	2,937.97-	Y	
	41 -5215401	CAPITAL PROJECTS	40.17	37,500	9,440.06		
	** 2008-2009 YEAR TOTALS **		638,220.74				

NO ERRORS

\*\* END OF REPORT \*\*



# McAlester City Council

## AGENDA REPORT

Meeting Date: February 24, 2009 Item Number: 1  
Department: City Attorney  
Prepared By: Cora Middleton Account Code: \_\_\_\_\_  
Date Prepared: 02/03/09 Budgeted Amount: \_\_\_\_\_  
Exhibits: One

### Subject

REMOVE FROM TABLE: Consider, and act upon, an Ordinance relating to the City of McAlester Sales Tax; amending Ordinance No. 2144 relating to the purpose of the One Percent Sales Tax approved at an election held on May 14, 2002; ratifying and approving the expenditures by the McAlester Public Works Authority.

### Recommendation

Motion to approve an Ordinance relating to the City of McAlester Sales Tax; amending Ordinance No. 2144 relating to the purpose of the One Percent Sales Tax approved at an election held on May 14, 2002; ratifying and approving the expenditures by the McAlester Public Works Authority.

### Discussion

On Tuesday, December 2, 2008, the City Attorney rendered his legal opinion regarding the Use of Sales Tax Proceeds per Ordinance No. 2144. On February 10, 2009, the City Council considered, and then tabled this proposed ordinance until its February 24, 2009 meeting.

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u>CM</u>	<u>02/03/09</u>
City Manager	<u>MBR</u>	<u>02/04/09</u>

**O R D I N A N C E N O. 2312**

**AN ORDINANCE RELATING TO THE CITY OF MCALESTER SALES TAX; AMENDING ORDINANCE NO. 2144 RELATING TO THE PURPOSE OF THE ONE PERCENT SALES TAX APPROVED AT AN ELECTION HELD ON MAY 14, 2002; RATIFYING AND APPROVING THE EXPENDITURE OF EXCESS TAX REVENUE FOR CAPITAL IMPROVEMENTS BY THE MCALESTER PUBLIC WORKS AUTHORITY.**

\* \* \* \* \*

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

**SECTION 1:** Section 2 of ORDINANCE NO 2144 of the City of McAlester, Oklahoma, adopted on February 12, 2002, hereby is amended to read as follows:

**“SECTION 2: The incurring of indebtedness by the McAlester Public Works Authority, a public trust of which the City of McAlester, Oklahoma, is beneficiary, in the principal amount of not to exceed \$18,500,000.00 for the purpose of refunding a portion of the indebtedness of said public trust, approved at an election held in said City on April 6, 1999, and to provide revenues for providing capital improvements of said City “to construct improvements and maintain the City’s water treatment facility and water distribution system, to construct improvements and maintain the City’s waste water treatment facilities and wastewater collection system, and to construct and maintain public ways and streets,” hereby is approved.**

**SECTION 2:** That expenditures from sales tax revenues for those capital improvements specified above in Section 2 shall not exceed the amount of 80% of such sales tax revenue collected pursuant to said ordinance that exceeds the scheduled principal and interest payments on said indebtedness.

**SECTION 3:** That the effect of this ordinance shall be prospective, to ratify and approve those prior expenditures from sales tax revenues made previous to the enactment hereof of such expenditures made for capital improvements.

**SECTION 4:** That in all other respects provisions of Ordinance 2144, which are not amended hereby, shall remain in full force and effect.

**SECTION 5:** In accordance with provisions of Oklahoma law and the McAlester City Charter, this Ordinance shall not become effective until it shall have been approved by the electors of the City of McAlester, Oklahoma, at an election called and held for the purpose.

**ADOPTED** this 10<sup>th</sup> day of February 2009.

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

ATTEST:

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

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

I, the undersigned City Clerk of the City of McAlester, Oklahoma, hereby certify that the foregoing is a true, correct and complete copy of a Ordinance adopted by the City Council of said City at a meeting held on the date therein stated as the same appears in the Minutes of said meeting on file in my office as a part of the official records thereof.

\_\_\_\_\_  
City Clerk, City of McAlester, Oklahoma

(SEAL)

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

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



# McAlester City Council

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## AGENDA REPORT

Meeting Date: February 24, 2009 Item Number: 2  
Department: City Manager  
Prepared By: Mark B. Roath Account Code: \_\_\_\_\_  
Date Prepared: 02/17/09 Budgeted Amount: \_\_\_\_\_  
Exhibits: Two

### Subject

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

### Recommendation

A motion to approve Ordinance amending Ordinance No. 2299 which established the budget for Fiscal Year 2008-2009; repealing all conflicting Ordinances; providing for a severability clause; and declaring an emergency.

### Discussion

Section 5.07 (a) of the City Charter requires that the City Manager conduct a mid-year review of the budget as well as submit any proposed changes to the City Council. The attached Ordinance and exhibits represent the City Administration's review of the City budget and recommended budget changes by fund. (It should be noted that Mr. Frank Crawford, Crawford and Associates, and Ms. Sherry Alessi, Assistant Chief Financial Officer, along with the various Department Heads, were instrumental in putting together these proposed budget amendments.)

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	<u>MBR</u>	<u>02/17/09</u>

ORDINANCE NO. \_\_\_\_

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

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

**WHEREAS**, the City Departments and Divisions are required to perform a mid-year review of their budget appropriations to determine if any changes are necessary; and

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

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

**WHEREAS**, the City Council has determined that the proposed amendments to the FY 2008-2009 Budget, are 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 amendments to the FY 2008-2009 Budget of the City of McAlester, Oklahoma, as heretofore adopted by Ordinance, as summarized in Exhibits A-1 to A-7, which are attached hereto and fully incorporated herein by reference, be, and the same are hereby completely adopted and approved as an amendments to the said FY 2008-2009 Budget.

**SECTION 2:** All portions of the existing FY 2008-2009 Budget, Ordinance No. 2299 except as specifically herein amended, shall remain in full force and effect, and not be otherwise affected by the adoption of the amendatory ordinance.

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

**SECTION 4:** Should any paragraph, sentence, sub-division, 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 \_\_\_\_\_ day of February, 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 \_\_\_\_\_ day of February, 2009.

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

FY 2008-2009 BUDGET AMENDMENT

GENERAL FUND ( 01 )

Estimated Fund Balance 6/30/08	-
FY 08-09 Budgeted Revenues	13,947,322
FY 08-09 Budgeted Appropriations	(13,926,671)
Additional Revenue	310,651
Budget Amendments	(278,667)
Estimated Ending Fund Balance	<u>52,635</u>

DEPARTMENT	FUND	ACCOUNT NO.	REV/EXP	AMOUNT	DESCRIPTION
REVENUES	01	4-0-106	REV	162,751	Sales Tax
		4-0-422	REV	120,000	Oil & Gas Revenue
		4-0-628	REV	27,900	DEA reimbursement to PD narcotics overtime.
<u>Total Revenues</u>				<u>310,651</u>	
INFORMATION SERVICES	01	5225404	EXP	33,000	Incode Municipal Court software.
POLICE/CID	01	5320103	EXP	25,000	PD narcotics overtime.
		5320111	EXP	479	Medicare for additional overtime/holiday pay
POLICE/PATROL	01	5321105	EXP	18,000	Severance pay for employee retirement.
		5321111	EXP	261	Medicare for severance pay.
FIRE	01	5431102	EXP	2,719	PT Administrative Assistant for EMS billing.
		5431108	EXP	169	Fica
		5431111	EXP	39	Medicare
PARKS	01	5542206	EXP	3,000	Major Chemicals
SWIMMING POOLS	01	5543203		11,000	Pool drain replacement mandated by Federal Govt.
INTERDEPARTMENTAL	01	5215106	EXP	45,000	Funds for Worker's Compensation claims.
	01	5215323	EXP	20,000	Funds for damage claims.
	01	5215629	EXP	120,000	Oil & Gas transfer to Emergency Fund
<u>Total Appropriations</u>				<u>278,667</u>	

FY 2008-2009 BUDGET AMENDMENT

MPWA (02)

Estimated Fund Balance 6/30/08	-
FY 08-09 Budgeted Revenues	9,283,529
FY 08-09 Budgeted Appropriations	(9,183,034)
Additional Revenue	86,000
Budget Amendments	(114,103)
Estimated Ending Fund Balance	<u>72,392</u>

DEPARTMENT	FUND	ACCOUNT NO.	REV/EXP	AMOUNT	DESCRIPTION
REVENUES	02	4-0-414	REV	66,000	Garbage revenues.
		4-0-418	REV	20,000	Penalties revenues.
		<u>Total Revenues</u>		<u>86,000</u>	
UTILITY OFFICE	02	5216105	EXP	13,100	Severance pay for employee retirement.
		5216108	EXP	813	Fica for severance pay.
		5216111	EXP	190	Medicare for severance pay.
FLEET MAINT.	02	5862205	EXP	20,000	Petroleum Products
SANITATION	02	5866103	EXP	10,000	increase in sanitation overtime.
WATER TREAT.	02	5974206	EXP	50,000	Major chemicals.
INTERDEPARTMENTAL	02	5267106	EXP	20,000	Funds for Worker's Compensation claims.
		<u>Total Appropriations</u>		<u>114,103</u>	

**FY 2008-2009 BUDGET AMENDMENT**

**POLICE REVOLVING EVIDENCE (16)**

Estimated Fund Balance 6/30/08	95,165
FY 08-09 Budgeted Revenues	10,525
FY 08-09 Budgeted Appropriations	(60,000)
Additional Revenue	-
Budget Amendments	<u>(35,165)</u>
Estimated Ending Fund Balance	<u>10,525</u>

DEPARTMENT	FUND	ACCOUNT NO.	REV/EXP	AMOUNT	DESCRIPTION
POLICE NARCOTICS	01	5323202	EXP	35,165	Police supplies and equipment.

FY 2008-2009 BUDGET AMENDMENT

WELLNESS CENTER (10)

Estimated Fund Balance 6/30/08	-
FY 08-09 Budgeted Revenues	339,064
FY 08-09 Budgeted Appropriations	(339,064)
Additional Revenue	210,760
Budget Amendments	<u>(210,760)</u>
Estimated Ending Fund Balance	<u>-</u>

DEPARTMENT	FUND	ACCOUNT NO.	REV/EXP	AMOUNT	DESCRIPTION
Wellness Center	10	4-0-106	REV	210,760	Sales Tax
		<u>Total Revenues</u>		<u>210,760</u>	
	10	5211624	EXP	210,760	Wellness Center
		<u>Total Appropriations</u>		<u>210,760</u>	

FY 2008-2009 BUDGET AMENDMENT

MCALESTER RETIREMENT FUND (11)

Estimated Fund Balance 6/30/08	-
FY 08-09 Budgeted Revenues	420,485
FY 08-09 Budgeted Appropriations	(420,485)
Additional Revenue	60,100
Budget Amendments	(60,100)
Estimated Ending Fund Balance	<u>-</u>

DEPARTMENT	FUND	ACCOUNT NO.	REV/EXP	AMOUNT	DESCRIPTION
RETIREMENT	11	4-0-625	REV	11,000	Smith Barney reimbursement
		4-0-625	REV	41,100	Smith Barney reimbursement
		4-0-625	REV	8,000	Smith Barney reimbursement
		<u>Total Revenues</u>			<u>60,100</u>
	11	5220102	EXP	41,100	Additional pension payments.
		5220302	EXP	11,000	Benefit Partners
		5220302	EXP	8,000	Benefit Partners - Pension
		<u>Total Appropriations</u>			<u>60,100</u>

FY 2008-2009 BUDGET AMENDMENT

EDUCATIONAL FUND (26)

Estimated Fund Balance 6/30/08	269,916
FY 08-09 Budgeted Revenues	1,023,693
FY 08-09 Budgeted Appropriations	(836,485)
Additional Revenue	27,000
Budget Amendments	(27,000)
Estimated Ending Fund Balance	<u>457,125</u>

DEPARTMENT	FUND	ACCOUNT NO.	REV/EXP	AMOUNT	DESCRIPTION
EDUCATIONAL	26	4-0-106	REV	27,000	Sales Tax
		<u>Total Revenues</u>		<u>27,000</u>	
Bonds	26	5211626	EXP	27,000	Increase in sales tax to School
		<u>Total Appropriations</u>		<u>27,000</u>	District

FY 2008-2009 BUDGET AMENDMENT

DEDICATED SALES TAX (38)

Estimated Fund Balance 6/30/08	-
FY 08-09 Budgeted Revenues	4,081,774
FY 08-09 Budgeted Appropriations	(3,159,227)
Additional Revenue	20,332.00
Budget Amendments	(20,332)
Estimated Ending Fund Balance	<u>922,548</u>

DEPARTMENT	FUND	ACCOUNT NO.	REV/EXP	AMOUNT	DESCRIPTION
DEDICATED SALES TAX	38	4-0-106	REV	20,332	Sales Tax
		<u>Total Revenues</u>		<u>20,332</u>	
Bonds	38	5215621	EXP	20,332	Bond payment increase.
		<u>Total Appropriations</u>		<u>20,332</u>	

## MEMORANDUM

TO: The Honorable Mayor and City Council

FROM: Mark B. Roath  
City Manager

SUBJECT: Mid-Year Budget Review

DATE: February 6, 2009

The City staff, along with Frank Crawford of Crawford and Associates, have reviewed the actual and projected revenues and expenditures as of the end of January, 2009, and compared those results with the approved FY 2008-2009 Budget. In completing this review, it has become apparent that a number of mid-year budget adjustments are necessary to keep appropriations in line with what has transpired during the first half of the year and with what is anticipated at this time for the remainder of the year. Note: It should be mentioned that the City's procedure in adopting budget amendments as-needed reduced the total number of budget amendments herein.

The respective funding sources and individual budget amendments are summarized below:

### General Fund:

The revenue sources are sales tax, oil and gas, and reimbursement from the DEA for Police Department personnel overtime. The proposed expenditures consist of (1) new Incode software for the Municipal Court to make it compatible with the City's overall accounting system; (2) funds to reimburse the PD for overtime associated with the DEA; (3) funds to reimburse the PD for a retired PD officer; (4) funds to hire a part-time temporary administrative assistant (up to 30 hours a week for 8 weeks) to assist with EMS billing in the Fire Department; (5) additional funds for park chemicals; (6) funds to replace pool drains, which are required to be done by the Federal Government prior to the 2009 season; (7) funds for workman's compensation claims now and projected to the end of the fiscal year; (8) funds for damage claims now and projected to the end of the fiscal year; and (9) the transfer of oil and gas revenues to the Emergency Fund.

### MPWA Fund:

The revenue sources are garbage and penalties. The proposed expenditures consist of (1) severance pay for a Utility Billing and Collection employee; (2) additional funds for petroleum products; (3) additional funds for overtime in the Sanitation

Division; (4) additional funds for major chemicals; and (5) funds for workman's compensation claims now and projected to the end of the fiscal year.

**Police Revolving Evidence Fund:**

The proposed expenditure is for additional police equipment and supplies.

**Wellness Center Fund:**

The revenue is sales tax. The proposed expenditure is a pass through related to the wellness center. Note: The City Council, via ordinance, will need to close this fund, since the authority to collect this revenue has expired.

**McAlester Retirement Fund**

The revenue is reimbursement from Smith Barney for earlier payments made by the City. The proposed expenditures consist of (1) new retiree payments for this fiscal year; and (2) administrative costs for Benefit Partners; and (3) the Benefit Partners study cost, which was recently authorized by the City.

**Education Fund:**

The revenue is sales tax. The proposed expenditure is a pass through to the School District.

**Dedicated Sales Tax**

The revenue is sales tax. The proposed expenditure is required by Morgan Stanley for our bonds.

c. **Audit and Finance Advisory Committee**

**Attachment**



# McAlester City Council

## AGENDA REPORT

**Meeting Date:** 02/24/2009 **Item Number:** 3  
**Department:** Fire Department  
**Prepared By:** Harold Stewart **Account Code:** \_\_\_\_\_  
**Date Prepared:** 02/17/2009 **Budgeted Amount:** \_\_\_\_\_  
**Exhibits:** One

### Subject

Consider, and act upon, a Bid Award to Midwest Vehicle Professionals, Inc., in the amount of \$98,750, for the purchase of one new 2008 Wheeled Coach-165 Modular, Bulkhead, Type III Ambulance conditioned upon the City Manager or his designee preparing a budget amendment for City Council consideration and possible action.

### Recommendation

Motion to approve a bid award to purchase one new 2008 Wheeled Coach-165 Modular, Bulkhead, Type III Ambulance, in the amount of \$98,750, conditioned upon the City Manager or his designee preparing a budget amendment for Council consideration and possible action.

### Discussion

On February 5, 2009, Medic 2, a 2000 Wheeled Coach ambulance, was involved in a traffic accident. The ambulance sustained major body and frame damage and is considered to be a total loss.

Since that time the Fire Administration has been looking for a replacement ambulance. The City of McAlester is able to attach to the recent City of Hartshorne's contract with Midwest Vehicle Professionals to purchase an ambulance in lieu of going through the formal bidding process. MVP has a new 2008 Wheeled Coach ambulance that is in dealer stock and could be readied for immediate delivery at a cost of \$98,750, otherwise an ambulance would have to be ordered and it could take three to six months for delivery. (The price difference between a stock unit and having to order an ambulance is approximately \$15,000 to \$20,000 higher.)

If the City Council is agreeable with replacing the damaged ambulance and is further agreeable to piggy-backing on the City of Hartshorne's contract; then, we would ask that you approve of this bid award conditioned upon the City Manager or his designee preparing a budget amendment for City Council consideration and possible action. (Most likely, the City Administration will propose a five-year lease purchase agreement, which the future budget amendment will reflect said financing arrangement.)

### Approved By

	<i>Initial</i>	<i>Date</i>
<b>Department Head</b>	<u>HRS</u>	<u>02/17/2009</u>
<b>City Manager</b>	<u>MBR</u>	<u>02/17/2009</u>



3208 South Lincoln Avenue  
York, Nebraska 68567  
402-362-3359 \* 800-658-0531

February 6, 2009

**McAlester Fire Department**  
28 E. Washington  
P.O. Box 578  
McAlester, Oklahoma 74502

**RE: Contract Extension, STOCK Unit**

The enclosed proposal is offered as an extension to an executed contract with Midwest Vehicle Professionals, Inc. dated January 22, 2009 by the city of Hartshorne Oklahoma.

The pricing awarded under this contract is being held for your consideration. Attached is a work order detailing included options. As stipulated under the line specifications, painting, graphics and lettering is included to match your current fleet.

**2008 Wheeled Coach -165" Modular, Recessed Bulkhead, Type III Ambulance**

This proposal covers a new commercially built emergency medical ambulance. This ambulance shall be in accordance with the Ambulance Design Criteria of the National Highway Traffic Administration, U.S. Department of Transportation, Washington, D.C. This bid specification is based on the Federal Ambulance Specification KKK-A-1822E.

<b>BASE QUOTE:</b>	<b>\$ 100,550.00</b>
Ford Fleet discount	-5,300.00
Paint RED to match current fleet	+3,500.00
	<u><u>          </u></u>
<b>TOTAL:</b>	<b>\$98,750.00</b>

Delivery in number of days: 30 to 60 days  
(This is a Stock Unit and can be sold at any time, Contingent on availability of the unit)  
**Mileage** on the stock unit at the time of delivery will be approximately 5000.

Midwest Vehicle Professionals, Inc.  
3208 South Lincoln Avenue  
York, NE 68467  
800-648-0531

BY: Darrell W. Eastin

47-0749309  
Federal ID

ACCEPTED BY: \_\_\_\_\_ Date: \_\_\_\_\_



3208 South Lincoln Avenue  
York, Nebraska 68567  
402-362-3359 \* 800-658-0531

### TERMS AND CONDITIONS

1. This quotation is made for acceptance until vehicle is sold. It is the seller's expectation the quotation will be held in the strictest confidence until such time a vendor has been selected and a purchase formalized.
2. In cases involving formal bid openings which will not take place within thirty (30) days, the buyer must so stipulate the date of bid opening. Extension beyond thirty (30) days requires factory approval.
3. Unless otherwise specifically agreed all prices are for material packed for domestic shipment and for delivery F.O.B. point of shipment. Dates are approximate and based on prompt receipt of all necessary information.
4. Seller shall not be liable for loss or damage due to delay in delivery, resulting from any cause beyond Seller's reasonable control, including, but not limited to, compliance with any regulations, orders, or instructions of any federal, state, municipal or other government or any department or agency thereof, acts of God, acts of omissions of Buyer, acts of civil or military authority, fires, strikes, factory shutdowns or alterations, embargoes, war, riot, delays in transportation, delays in manufacture, or inability of the Seller to obtain the property herein quoted or necessary labor from its usual sources. Any delay resulting from such cause shall constitute cause for extending delivery dates, and receipt of the goods shall constitute a waiver of all claims for damages.
5. This quotation is an invitation for offers upon the terms and conditions herein stated. All orders and contracts for the sale of material by the Seller to the Buyer are subject to acceptance by the Seller.
6. The prices do not include, except as expressly stated in the quotation, any present or future sales, use, excise or similar taxes which may be applicable to the sale of material hereunder, and Buyer shall pay the amount of such taxes as at any time requested by the Seller in the same manner and with the same effect as if originally added to the price.
7. Partial shipments may be made and payments therefore shall become due in accordance with the terms hercof or as shipments are made and invoices rendered.
8. The terms of sale herein are subject to credit approval and Seller may at any time modify the terms of payment originally specified.
9. This contract is subject to cancellation by Buyer only upon payment to Seller of reasonable cancellation charges, which shall take into consideration expenses already incurred and commitments made by Seller.

ACCEPTED BY: \_\_\_\_\_ / \_\_\_\_\_  
Signature Print

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

## Harold Stewart

**From:** Darrell Eastin [dleastin@cox.net]  
**Sent:** Sunday, February 08, 2009 11:03 PM  
**To:** Harold Stewart  
**Subject:** Wheeled Coach Proposal  
**Attachments:** MVP Quote ltr WC STOCK #283131.pdf; MVP options list.pdf; Ford E450 3165F Line Specifications.pdf

Chief Stewart;

You are able to attach to any one of these contracts to purchase utilizing their contracts in lieu of going through the process yourself. I can provide you a much better deal if you are able to take advantage of one of our stock units. Unfortunately the pricing is such that stock units usually don't last long enough to survive the formal bid process.

### HARTSHORNE

This enclosed proposal is a tag on to the Hartshorne contract. Their unit has been ordered. After discussing your circumstances with my boss I am able to hold the pricing. Since it was one of our units that was wrecked we want to help as much as we can. I've priced the unit at the same price we sold Hartshorne and then added the cost for RED paint. The additional cost for paint was offset as they ordered a cot with their unit. By deducting the cot I was able to keep the cost down.

This stock truck will have around 5000 miles on it when delivered. We actually have (2) of these units but they can be sold at anytime. If you think this is the direction you will go let me know and I can put a hold on one of the units pending approval by your city.

The Specification for a standard stock calls for Halogen emergency lighting. The proposal includes an upgrade to LED lighting, also 110V inverter and DOT Star of Life decal package.

### ANADARKO

I have another bid, Anadarko Oklahoma but it's more money. It's a new custom and the best I can do is \$112,000. Miles on this truck would be around 2500 delivered, would have all the same options as listed for the stock unit.

### CHOCTAW NATION

I also have a contract with Choctaw Nation but this is a smaller 153" modular body. It is a little cheaper but is a smaller unit.

My other current contracts are larger units, considerably more money.

Attachments;

- 1) Formal Proposal for Stock Unit
- 2) Line specifications detailing options included in the proposal
- 3) Summary of other Options available

## Darrell Eastin

### Midwest Vehicle Professionals

1203 Fredrich Drive; Salina, KS 67401

Cell - 785-577-4455; Office - 800-658-0531

<http://midwestvehicleprofessionals.com/>



## DEVELOPING YOUR BUSINESS

### The New Standard in the Light Construction & Demolition

To get second in our market, you have to be first and in our opinion, you need the right equipment and materials. We offer heavy-duty storage that is customized to your needs, and developed for durability enough to last through even the most harshest and harshest job.

Dura-Lite Cabinet Systems are the standard for durability in the construction industry. They feature heavy-duty, high-strength cabinets that meet the needs of working and will stand the test of time and use. Our component production lines can produce a wide range of products, from standard sizes to custom sizes.

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- Low maintenance
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- Easy maintenance and repair

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Pricing of each unit is projected to approximate cost for 2<sup>nd</sup> quarter of 2009 purchase.

- 1. REFURBISHED, USED - Type III, 2009 Ford E-450 or Chevy G4500**  
MVP offers refurbished used ambulances as a very cost effective solution for many services. The units are gone through by certified Emergency Vehicle Technicians. A detailed summary of inspections, modification and repairs is made available to prospective customers. Mileage ranges from 25,000 to 95,000 miles. Cost ranges from **\$35,000 to \$65,000**.
- 2. REMOUNT - Type III, 2009 Ford E-450 or Chevy G4500**  
MVP is an authorized remounting center. Current technological sound modular bodies are refurbished and mounted on a new chassis of the customer's choice. Modular bodies are repainted as needed, electrical systems, cabinetry, and emergency lighting systems are upgraded.  
**\$75,000 to \$85,000**
- 3. DEMONSTRATOR - Type III, 2009 Ford E-450 or Chevy G4500**  
Factory demonstrator units are available with varying levels of options and configurations. Mileage discounts are offered at the time of purchase. Demonstrators generally have between 5,000 and 10,000 miles at the time of purchase. New factory warranties begin upon customer purchase. Delivery is usually 30 days.  
**\$85,000 to \$110,000**
- 4. STOCK AMBULANCE - Type III, 2009 Ford E-450 or Chevy G4500**  
This unit is a stock ambulance built to Wheeled Coach standard configuration. Mileage can vary, generally under 5000. Delivery is usually immediate.  
**\$95,000 to \$115,000**
- 5. CUSTOM BUILD - Type III, 2009 Ford E-450 or Chevy G4500**  
New custom build units are built to customer specifications. New builds will incorporate the latest options and construction methods available. With a new build the customer is able to specify items such as number of IV holders, compartment and cabinet configuration, O2 storage and O2 outlet locations, number of 110v or 12v electrical outlets, switching and lighting options, and so on.  
**\$115,000 to \$125,000** - approximate cost of a nicely equipped unit.

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WHEELED COACH INDUSTRIES  
LIMITED LIFETIME ELECTRICAL WARRANTY

1. **What is Covered by This Warranty.** Upon expiration of the attached standard Wheeled Coach Industries One-Year/12,000 Mile Vehicle Warranty, Wheeled Coach Industries, Inc. (WCI) additionally warrants to the owner of the vehicle that is the subject of this sale that the following electrical parts and components of the vehicle are free from defects in material and workmanship:

- (a) Printed circuit board;
- (b) Electrical harness and harness installation;
- (c) Wires (but only to the extent that wires are broken, chafed or pinched);
- (d) Electrical connections;
- (e) Terminal blocks; and
- (f) Junction ports.

This Electrical Warranty commences upon the expiration of the original WCI One-Year/12,000 Mile Vehicle Warranty and continues for the lifetime of the vehicle for the original owner on the original chassis. If the owner discovers within this period a defect in workmanship in any of the electrical system parts or components listed above, it must promptly notify WCI in writing. In no event shall such notification be received by WCI later than one month after the date this Electrical Warranty expires. Within a reasonable time after such notification, WCI will correct any defect in workmanship, with either new or used replacement parts, at WCI's option. Such repair, including both parts and labor, is at WCI's expense. All warranty service is subject to WCI's prior examination and written approval and will be performed by WCI or at service centers designated by WCI. All transportation to and from the designated service center will be at the owner's expense and is not included as a cost of repair covered by this warranty. These remedies are the owner's exclusive remedies for breach of warranty.

2. **What is Not Covered by This Warranty.** WCI does not warrant (a) any product, components or parts not manufactured by WCI or covered by the warranty of another manufacturer, whether installed by WCI or parties other than WCI, including but not limited to circuit components, sirens, light bars, batteries, battery chargers and similar equipment, (b) damage caused by use of the vehicle for purposes other than those for which it was designed, (c) damage caused by accident or the negligence of the owner or any third party or by disasters such as fire, flood, wind and lightning, (d) routine maintenance and maintenance items including by way of example but not limited to terminal corrosion, fuses, light bulbs and similar items, (e) damage caused by the owner's failure to provide normal maintenance, (f) damage caused by unauthorized or improper installation of attachments, repairs or modifications, (g) damage during shipment, or (h) any other abuse or misuse by the owner.

3. **Disclaimer of Warranty.** THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. **Limitation of Remedies.** In no case shall WCI be liable for any special, incidental, or consequential damages based upon breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of savings or revenue, loss of use of the vehicle or any associated equipment, cost of capital, cost of any substitute vehicle, equipment, facilities or services, downtime, the claims of third parties including customers, and injury to property. This limitation does not apply to claims for personal injury. Some states do not allow limits on warranties, or on remedies for breach in certain transactions. In such states, the limits in this paragraph and in paragraph (3) may not apply.

5. **Warranty Claim Procedure.** The Purchaser must notify WCI in writing of a warranty claim prior to any warranty work. WCI will provide the purchaser with further instructions on how to proceed with such warranty claim. All warranty correspondence must be sent to Wheeled Coach Industries, Inc., P.O. Box 677339, Orlando, Florida 32667-7339. WCI may designate new or additional telephone numbers or addresses.

6. **Time Limit for Bringing Suit.** Any action for breach of this Electrical Warranty must be commenced within three months after the date this Electrical Warranty expires.

7. **No Other Warranties.** Unless modified in a writing signed by both parties, this agreement is understood to be the complete and exclusive agreement between the parties, superseding all prior agreements, oral or written, and all other communications between the parties (including without limitation any terms and conditions contained in any purchase order or sales invoice issued pursuant to the sale of the vehicle) relating to the subject matter of this agreement. No employee of WCI or any other party is authorized to make any warranty in addition to those made in this agreement.

8. **Warranty Registration.** The Electrical Warranty is conditioned upon receipt by WCI of a completed and signed customer acceptance card within two weeks of delivery. It is the obligation of the purchaser to sign the customer acceptance card and return it to WCI within the two weeks following delivery. The customer acceptance card must be on file for any warranty claim to be considered.



## Type III Ambulance Specifications

### CHASSIS:

Ford E-450 Dual Rear Wheel Cut-Away  
158" wheelbase, 14,500# GVWR  
6.0L PowerStroke turbo diesel engine  
Electronic 4 speed automatic overdrive wide ratio transmission  
4600 # front axle, 9450 # rear axle  
Front Stabilizer bar  
LT225/75R16E SBR BSW All-season  
4 Wheel ABS, Front-disc, Rear-drum  
Driver and passenger air bags  
Tilt and cruise  
AM/FM electronic stereo with clock  
High Back Velour Seats with armrests  
Power Windows & Door Locks  
Carpet on cab floor  
55 Gallon fuel tank  
Dual electric horns  
Chrome front bumper

### 47A Ambulance Prep Package:

Dual OEM alternators  
Automatic throttle control.  
Dual OEM batteries, 1500 CCA total.  
4.10 limited-slip axle ratio.  
Auxiliary transmission oil cooler.  
684 handling package.

**Mud Flaps:** Rear with logo.  
**Running Boards:** Aluminum diamond treadplate with front splash shields.  
**Wheel Covers:** Phoenix stainless steel.



**PATIENT MODULE**

**Module:** 165" x 95"  
**Headroom:** 72" interior with crowned roof to inhibit the pooling of water.  
**Cab Extension:** 10 inches

**Module Exterior Compartment Configuration:**

LOCATION	MEASUREMENTS	CUBIC FEET STORAGE
curb side – front	46" h x 17 1/4" w (jamb opening) inside/outside access	—
curb side - rear of wheel - forward	22 1/2" h x 16 1/2" w x 18 3/4" d	4.89
curb side - rear of wheel - rear	85" h x 25" w x 18 3/4" d	23.06
street side - front	81 1/2" h x 18 3/4" w x 18 3/4" d	16.58
street side - intermediate	39 1/4" h x 40 3/4" w x 18 3/4" d	17.36
street side - rear	62" h x 36 3/4" w x 18 1/2" d	24.39
		<b>TOTAL - 86.28 CUFT</b>

**Bumper:** Rear with center flip-up non-skid gator grip, under body skids with integral tow eyes.

**Doors:** DuraSeam doors with hidden jambs.

**Door Handles:** MaxGrip handles with gasket.

**Door Holders:** Rear entry – Cast Grabber, 4.5"  
 Side entry – Cleveland cam-spring style  
 Compartments – gas struts, 30 # (spineboard compartment – 60#)

**Door Panels:** Stainless steel, upper and lower panels.  
 Reflective red/white chevrons on center portion of each door panel.

**Fender Flare:** Bright finish, with gasket.



- Insulation:** Fiberglas, batt-style insulation in patient compartment and solid block foam in doors.
- Kick Panel:** Aluminum diamond plate.
- Shelves:** (1) adjustable shelf in curb side front compartment  
(1) fixed shelf in street side intermediate compartment for electrical overflow.  
(1) adjustable shelf in street side rear compartment.
- Skirt Rails:** Lower, diamondplate mounted on 1" standoff rubber bumpers.
- Spare Tire:** Shipped loose
- Stone Guards:** All four comers, diamondplate.
- Windows:** Enlarged curb side & rear doors, uppers only,  
curb side - sliding, privacy tint  
rear - fixed, privacy tint

### ***ELECTRICAL***

- Antenna Cables:** (1) routed from ceiling to behind front passenger seat.  
(1) routed to rear action area.
- Back Up Alarm:** Mounted underneath rear of body with automatic reset switch.
- Batteries:** (2) OEM on slide tray in RF lower compartment  
Battery system activated through OEM ignition switch.
- Check-Out Timer** 15 minute timer at head of squad bench wired to fluorescent lights for use as interior check-out lights.
- Circuit Board:** Printed circuit board with self-diagnostic LED indicators and auto-resetting pole style circuit breakers. Light in electrical compartment.
- Front Console:** Doghouse mounted with emergency and patient compartment master switches, door-ajar lights, all function switches and battery



indicator lights. Switches are full size black Euro-style switches with LED indicators.

- Heat/Cool System:** PureAir Air Filtration System with dust, odor and HEPA filters. Thermostat in action area.
- Inverter:** Pre-wire only.
- Lighting, DOT:** LED corner caps lights with integral flasher (switch on front console); (3) LED rear clearance lights; Wheeled Coach custom LED rear stop/tail clusters with 9L LED stop/tail lights, LED amber arrow turn signals and halogen reverse lights mounted on rear of body above rear kick panel.
- 4" round LED rear side marker / turn signals mounted on street side and curb side rear compartment doors.
- Light, Action Area** Xantec 5" light with integral switch in ceiling of action area.
- Lighting, Fluorescent:** (3) 20" surface mount fluorescent lights mounted in patient compartment headliner.
- Lighting, Interior Dome:** (7) Weldon model 8045 halogen lights mounted in patient compartment headliner, (4) over cot, (3) over squad bench.
- Lighting, Non-Emergency:**
- Loading Lights:** (4) Whelen, 97H, halogen, (2) each side
  - Rear Scene Lights:** (2) Whelen, 97H, halogen, on rear wired to rear doors, and reverse
  - Spot Light:** (1) hand held, 400,000 CP, "Blue Eye" with momentary switch, hard wired in cab.
- Shoreline Inlet:** 20 AMP, Super Auto-Eject, GFI protected circuit, inlet mounted above street side intermediate compartment.
- 110 Volt Outlets:** (1) outlet mounted in Action Area and (1) outlet mounted in front ALS cabinet. Wired to shoreline and inverter pre-wire.



- 12 Volt Outlets:** Cigar lighter style, (1) in A/A, (1) in front ALS cabinet
- 12 Volt Power Source:** (1) 15 amp, wired ignition hot, terminated in front console  
(1) 30 amp, wired constant hot, terminated behind front passenger seat.

### ***EMERGENCY WARNING SYSTEMS***

- Lightbar, Front:** Whelen model 4500KKKFH flush mounted lightbar.  
(3) forward facing halogen flashing lights outer red and center clear  
(4) forward facing rotating halogen lights outboard clear and inboard red
- Grille Lights:** (2) Whelen 73 halogen flashing lights w flange, red lens, grille mounted.
- Intersection Lights:** (2) Whelen 73 halogen flashing lights, with flange, red lens
- Upper Lights:** (8) Whelen 97, halogen flashing lights w/o flange, red  
(2) each side, (2) rear upper corners, (2) rear window height  
(1) Whelen 97, halogen flashing light w/o flange, amber, rear
- Headlight Wig-Wag:** optional
- Siren:** Whelen WS-295HFSA1 located in front switch console. Hands free operation and LED speaker test indicators.
- Siren Speakers:** (2) 110 watt, mounted through front bumper



### **OXYGEN / SUCTION SYSTEM**

- Oxygen Bracket:** Cylinder rack for "M" size cylinder in left front exterior compartment with (3) metal straps.
- Oxygen Outlets:** (2) Ohio style in action area. (1) Ohio style at head of squad bench.
- Suction Container:** Sscor 22000 regulator / holder for disposable canister.
- Suction Outlet:** Ohio style vacuum port in action area.
- Suction Pump:** Thomas 12V electric vacuum pump.

### **CABINETS & HARDWARE**

- Construction:** 3/4" special boat plywood with waterproof glue covered with high impact laminated plastic. Cabinets constructed with glue-in-place wooden dowels, 3mm edge banding on all exposed edges.
- Aisle Space:** 50" between squad bench and base wall cabinet.
- ALS Access:** ALS front cabinet with inside/outside access through curb side front compartment.
- Attendant Seat:** High back captain's chair with 3-point seat belt.
- Biohazard-Sharps:** Biohazard and sharps container at head of squad bench.
- Bulkhead:** Sliding partition door with sliding Lexan viewing window.
- CPR Seat:** Side mounted CPR seat with lift up cushion.
- Cot Fastener:** Dual position Ferno or Stryker cot mounting hardware.



- Floor Covering:** LonPlate II, #424TX Gunmetal Gray with 3" roll up on cabinet side walls.
- Grab Handles:** Safety yellow "L" shaped, handicapped style grab handles installed on each patient compartment entry door.
- Grab Rail:** Safety yellow 95" overhead, 1" diameter handicap style rounded ends.
- Headliner:** Flat headliner with access to electrical wiring.
- I.V. Holders:** (2) Perko clip style with straps, (1) each over cot and squad bench.
- Kick Panels:** Brushed stainless steel kick panels on lower face of squad bench and base wall cabinet.
- Lexan:** All sliding Lexan is 3/16" thick, clear. All sliding doors have full height extruded aluminum pull handles.
- Non-Skid Strips:** High visibility yellow and black non-skid safety strips installed at side entry and rear entry doors.
- Seat Belts:** (3) sets of seat belts, automotive lap type, and (3) restraint belts on squad bench for stair chair or stretcher.
- Squad Bench:** Single lid with one piece seamless cushion and backrest. 30 lb. gas strut hold open device for cushion to allow access to storage area within bench.



***PAINT, DECALS, LETTERING***

<b>Decals:</b>	Star of Life Package (optional)
<b>Labels:</b>	(2) "No Smoking - Oxygen Equipped" (2) "Use of Seat Belt Required"
<b>Lettering:</b>	Optional
<b>Paint:</b>	Main body, Ford OEM white
<b>Stripe:</b>	Optional

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**WHEELED COACH INDUSTRIES  
ONE-YEAR/12,000 MILE VEHICLE WARRANTY**

1. **What is Covered by This Warranty.** Wheeled Coach Industries, Inc. (WCI) warrants to the owner of the vehicle that is the subject of this sale that the vehicle is free from defects in material and workmanship. The duration of this warranty is one year from date of delivery to the original purchaser or the first 12,000 miles, whichever comes first. If the owner discovers within this period a defect in material or workmanship, it must promptly notify WCI in writing. In no event shall such notification be received by WCI later than 13 months from the date of delivery to the original purchaser or one month after the first 12,000 miles, whichever comes first. Within a reasonable time after such notification, WCI will correct any defect in material or workmanship, with either new or used replacement parts, at WCI's option. Such repair, including both parts and labor, is at WCI's expense. All warranty service is subject to WCI's prior examination and [written] approval and will be performed by WCI or at service centers designated by WCI. All transportation to and from the designated service center will be at the owner's expense and is not included as a cost of repair covered by this warranty. These remedies are the owner's **exclusive** remedies for breach of warranty.

This warranty is valid only in the United States and Canada, and any vehicle sold for use outside of the United States and Canada is sold "AS IS".

2. **What is Not Covered by This Warranty.** WCI does not warrant (a) any product, components or parts not manufactured by WCI or covered by the warranty of another manufacturer, (b) accessories such as radios, lights or equipment, (c) damage caused by use of the vehicle for purposes other than those for which it was designed, (d) damage caused by accident or the negligence of the owner or any third party or by disasters such as fire, flood, wind and lightning, (e) damage caused by the owner's failure to provide normal maintenance, (f) damage caused by unauthorized or improper installation of attachments, repairs or modifications, (g) damage during shipment, or (h) any other abuse or misuse by the owner. In the case of products, components or parts covered by the warranty of another manufacturer, WCI will pass on to the owner the existing manufacturer's warranty to the extent reasonably possible.

3. **Disclaimer of Warranty.** THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. **Limitation of Remedies.** In no case shall WCI be liable for any special, incidental, or consequential damages based upon breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of savings or revenue, loss of use of the vehicle or any associated equipment, cost of capital, cost of any substitute vehicle, equipment, facilities or services, downtime, the claims of third parties including customers, and injury to property. This limitation does not apply to claims for personal injury. Some states do not allow limits on warranties, or on remedies for breach in certain transactions. In such states, the limits in this paragraph and in paragraph (3) may not apply.

5. **Warranty Claim Procedure.** The Purchaser must notify WCI in writing of a warranty claim prior to any warranty work. WCI will provide the purchaser with further instructions on how to proceed with such warranty claim. All warranty correspondence must be sent to Wheeled Coach Industries, Inc., P.O. Box 677339, Orlando, Florida 32867-7339. WCI may designate new or additional telephone numbers or addresses.

6. **Time Limit for Bringing Suit.** Any action for breach of warranty must be commenced within 15 months following delivery of the vehicle or within the first three months following the first 12,000 miles, whichever comes first.

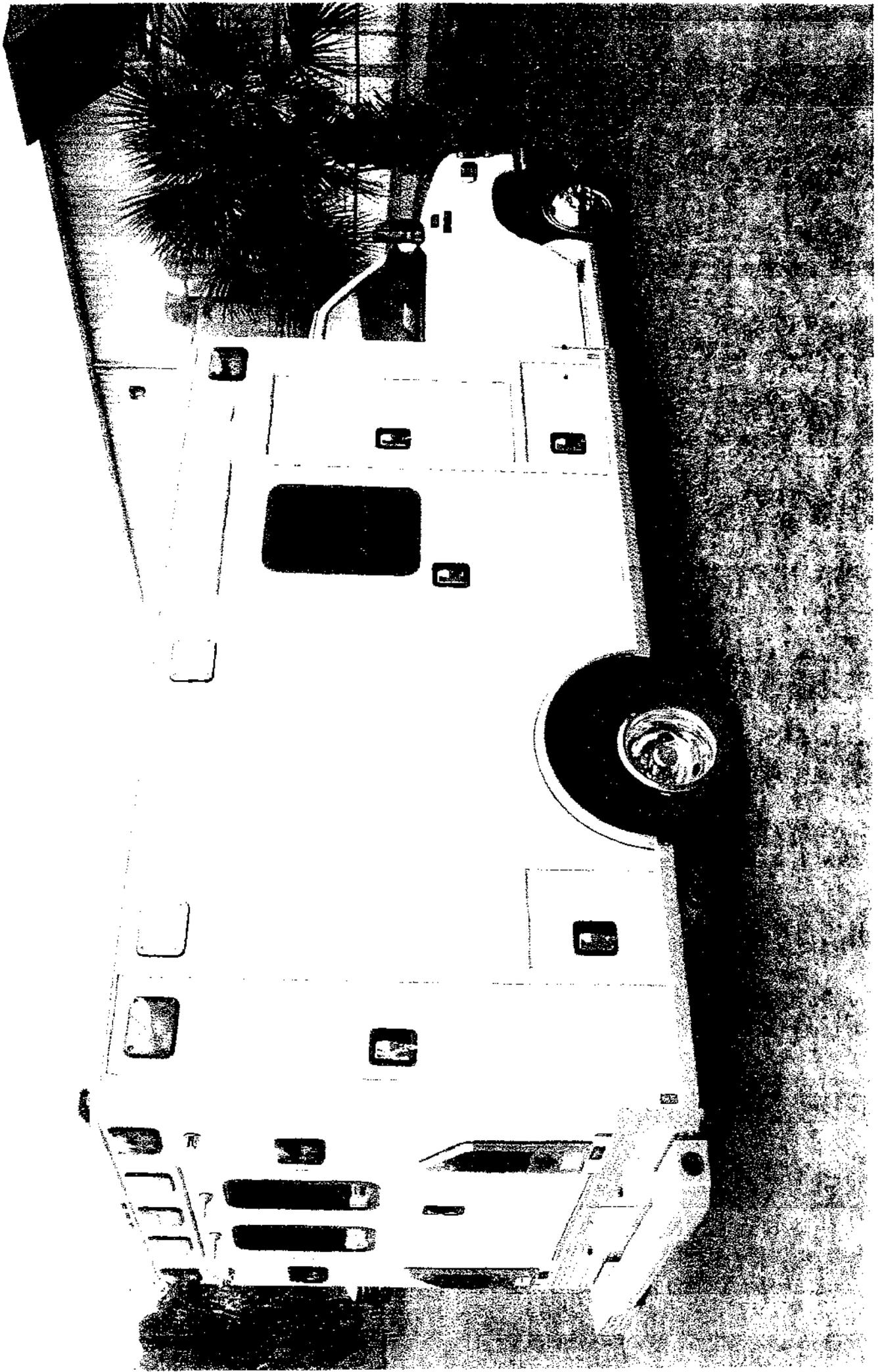
7. **No Other Warranties.** Unless modified in a writing signed by both parties, this agreement is understood to be the complete and exclusive agreement between the parties, superseding all prior agreements, oral or written, and all other communications between the parties (including without limitation any terms and conditions contained in any purchase order or sales invoice issued pursuant to the sale of the vehicle) relating to the subject matter of this agreement. No employee of WCI or any other party is authorized to make any warranty in addition to those made in this agreement.

8. **Warranty Registration.** This warranty is conditioned upon receipt by WCI of a completed and signed customer acceptance card within two weeks of delivery. It is the obligation of the purchaser to sign the customer acceptance card and return it to WCI within the two weeks following delivery. The customer acceptance card must be on file for any warranty claim to be considered.

LITHO IN U.S.A.

## WHEELED COACH MODULAR BODY 15-YEAR STRUCTURAL WARRANTY

1. **What Is Covered By This Warranty.** Wheeled Coach Industries, Inc. (WCI) warrants to the original purchaser only, that the coach body that is the subject of this sale is structurally sound and free from all structural defects in material and workmanship and further warrants that the coach body will remain free of structural damage due to rusting or electrolysis. The duration of this warranty is 15 years from date of delivery. If the purchaser discovers within this period a defect in material or workmanship, it must promptly notify WCI in writing. In no event shall such notification be received by WCI later than one month following the expiration of the warranty period. Within a reasonable time after such notification, WCI will correct any defect in material or workmanship, with either new or used replacement parts, at WCI's option. Such repair, including both parts and labor, is at WCI's expense. All warranty work is subject to WCI's prior examination and approval and will be performed by WCI or at service centers designated by WCI. All transportation to and from the designated service center will be at the purchaser's expense and is not included as cost of repair covered by this warranty. These remedies are the purchaser's exclusive remedies for breach of warranty.
  
2. **What Is Not Covered By This Warranty.** WCI does not warrant (a) paints and other finishes, any fiberglass components, other components, including but not limited to hardware moldings, windows, interior cabinets and other appointments and accessories, (b) any product, components or parts not manufactured by WCI, (c) damage caused by use of the coach body for purposes other than those for which it was designed, (d) damage caused by accident or the negligence of the purchaser or any third party or by disasters such as fire, flood, wind and lightning, (e) damage caused by the purchaser's failure to provide normal preventive maintenance as customarily accepted in the industry or as set forth in maintenance guidelines, (f) damage caused by unauthorized or improper installation of attachments, repairs, modifications or alterations, (g) damage caused by replacement of original parts or components with unauthorized substitutes, (h) damage during shipment, or (i) any other abuse or misuse by the purchaser.
  
3. **Disclaimer of Warranty.** THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
  
4. **Limitation of Remedies.** In no case shall WCI be liable for any special, incidental, or consequential damages based upon breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of savings or revenue, loss of use of the coach body or any associated equipment, cost of capital, cost of any substitute coach body, equipment, facilities or services, downtime, the claims of third parties including customers, and injury to property. This limitation does not apply to claims for personal injury. Some states do not allow limits on warranties, or on remedies for breach in certain transactions. In such states, the limits in this paragraph and in paragraph (3) may not apply.
  
5. **Warranty Claim Procedure.** The Purchaser must notify WCI in writing of a warranty claim prior to any warranty work. WCI will provide the purchaser with further instructions on how to proceed with such warranty claim. Any notice of a warranty claim and all other warranty correspondence must be sent to Wheeled Coach Industries, Inc., P.O. Box 677339, Orlando, Florida 32867-7339. WCI may designate new or additional addresses.
  
6. **Time Limit for Bringing Suit.** Any action for breach of warranty must be commenced within three months following the expiration of the warranty period.
  
7. **No Other Warranties.** Unless modified in a writing signed by both parties, this agreement is understood to be the complete and exclusive agreement between the parties, superseding all prior agreements, oral or written, and all other communications between the parties (including without limitation any terms and conditions contained in any purchase order or sales invoice issued pursuant to the sale of the vehicle) relating to the subject matter of this agreement. No employee of WCI or any other party is authorized to make any warranty in addition to those made in this agreement.
  
8. **Warranty Registration.** This warranty is conditioned upon receipt by WCI of a completed and signed customer acceptance card within two weeks of delivery. It is the obligation of the purchaser to sign the customer acceptance card and return it to WCI within the two weeks following delivery. The customer acceptance card must be on file for any warranty claim to be considered.





# McAlester City Council

## AGENDA REPORT

Meeting Date: February 24, 2009 Item Number: 4  
Department: Public Works  
Prepared By: George Marcangeli Account Code: \_\_\_\_\_  
Date Prepared: 02/13/09 Budgeted Amount: \_\_\_\_\_  
Exhibits: Three

### Subject

Consider, and act upon, acceptance of a Multi-Hazard Mitigation Planning Project Grant from the Oklahoma Department of Emergency Management and authorizing the Mayor to sign the State/Local Disaster Assistance Agreement.

### Recommendation

Motion to accept a \$31,190 Multi-Hazard Mitigation Planning Grant from the Oklahoma Department of Emergency Management and authorize the Mayor to sign the State-Local Disaster Assistance Agreement.

### Discussion

Subsequent to the ice storm of 2007, FEMA set up a Hazard Mitigation Grant Program, which made funds available to state and local agencies to develop hazard mitigation plans. On October 29, 2007, the City of McAlester applied for a grant. FEMA approved the grant on June 12, 2008; however, the City was not officially notified of the grant until January 23, 2009 from the Oklahoma Department of Emergency Management.

The total estimated cost for the proposed planning project is \$40,000. The Oklahoma Department of Emergency Management grant will fund \$31,190 of this amount and the City will be responsible for the remaining \$8,810. The City's share will not be a cash match, but is proposed to be a "soft" match with in-kind services provided by City staff during the planning period.

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	GEM	2/13/09
City Manager	MBR	2/17/09

ALBERT ASHWOOD  
State Director



BRAD HENRY  
Governor

STATE OF OKLAHOMA  
DEPARTMENT OF EMERGENCY MANAGEMENT

January 23, 2009

 RECEIVED

2-9-09

Mr. George Marcangeli  
City Engineer  
City of McAlester  
P.O. Box 578  
McAlester, OK 74502

RE: FEMA-1678-DR-OK, City of McAlester Multi-Hazard Mitigation Planning Project #19

Dear Mr. Marcangeli:

We have completed our review of your application for the Multi-Hazard Mitigation Planning project, submitted through the Hazard Mitigation Grant Program (HMGP) under FEMA-1678-DR-OK, Project #19. We are pleased to inform you that your application has also been submitted to and approved by FEMA Region VI in the amount of \$29,990.00 federal share and \$1,200.00 for administrative fees.

As indicated on the attached State and Local Agreement, you have three years from the FEMA approval date June 12, 2008, to develop your multi-hazard mitigation plan. Further, you should understand to qualify for Hazard Mitigation Grant Program (HMGP) or Pre-Disaster Mitigation (PDM) projects, a completed and approved plan must be on file.

Please sign and return the attached State/Local Agreement to this office no later than February 27, 2009, keeping a copy for your files.

As the work progresses on this project, we request you provide this office with project progression electronically every quarter until this project is completed. The first Status Report is due April 10, for the 2nd quarter 2009. Quarterly Progress Reports should explain in detail what work has been completed thus far and identify the anticipated date the project will be completed. The detailed records of man-hours, equipment-hours, supplies and materials, etc., should be maintained on file at your office for your use and for audit purposes. For informational purposes, the following is supplied:

QUARTER	MONTHS	DUE BY
1	Oct, Nov, Dec	Jan 10
2	Jan, Feb, Mar	Apr 10
3	Apr, May, Jun	Jul 10
4	Jul, Aug, Sep	Oct 10



Please send your email address to [lorraine.calvert@oem.ok.gov](mailto:lorraine.calvert@oem.ok.gov) and she will forward an electronic Quarterly Report prior to the submission deadline.

You may request "draw-down" payments prior to project completion. Requests addressed to this office must include appropriate invoices to substantiate amount requests. You must also document your 25% local match used during the quarter. Please limit your requests to once a quarter or approximately 20% of the project, except in the most unusual circumstances. Only 75% of the federal share will be disbursed, with the remaining 25% held until project completion and close out.

When this project is completed, forward a letter stating that the work is complete and a request to close the project. We will establish a close-out audit date. Please insure you have all applicable documentation relating to the expenditure of the 75% federal share of funds, the 25% local share of funds, and the administration fees available for review. All remaining monies will be mailed to you after the close-out audit.

Thank you for taking this initiative to maintain a mitigation process that will result in a safer community.

If you have any questions regarding this project, please contact Bill Penka, State Hazard Mitigation Officer, at (405) 962-2813 or by email at [bill.penka@oem.ok.gov](mailto:bill.penka@oem.ok.gov), or Lori Calvert, State Hazard Mitigation Grant Tracking Specialist, at (405) 962-2837 or by email at [lorraine.calvert@oem.ok.gov](mailto:lorraine.calvert@oem.ok.gov).

Sincerely,



Albert Ashwood  
Director

Enclosures: State and Local Agreement  
Blank Quarterly Progress Report

## STATE-LOCAL DISASTER ASSISTANCE AGREEMENT

FEMA-1678-DR-OK (HMGP)

City of McAlester  
Multi-Hazard Mitigation Planning Project #19

This agreement between the State of Oklahoma (the State) and the City of McAlester (the Applicant) shall be effective the date FEMA approves the Applicant's HMGP application. It shall apply to all assistance funds provided by or through the State to the applicant as a result of a Presidentially declared disaster occurring within the State of Oklahoma.

The designated representative of the Applicant certifies that:

1. He/She has legal authority to apply for assistance on behalf of the Applicant.
2. The Applicant will provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State disaster assistance.
3. The Applicant will use disaster assistance funds solely for the purposes for which these funds are provided as approved by the Governor's Authorized Representative.
4. The Applicant is aware that limited funding available for mitigation requires cost-sharing on the basis of 75 percent Federal and 25 percent non-Federal contributions and that the applicant will be required to provide the full non-Federal share for such mitigation activities.
5. The local cost-share (non-Federal) funding will be made available by the Applicant in accordance with the approved HMGP application.
6. The Applicant will establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting standards or as directed by the Governor's Authorized Representative.
7. The project funds will be provided to the Applicant by the State on a reimbursable basis. Funds for work completed, or phases of the work completed as approved by the State, will be forwarded to the Applicant after the Applicant provides to the State documentation that justifies payment.
8. The Applicant will give State and Federal agencies designated by the Governor's Authorized Representative access to and the right to examine all records and documents related to use of

disaster assistance funds.

9. The Applicant will return to the State, within 15 days of such a request by the Governor's Authorized Representative, any advance funds which are not supported by audit or other Federal or State review of documentation maintained by the Applicant.
10. The Applicant will comply with all applicable codes and standards as it pertains to this project and agrees to provide maintenance as appropriate.
11. The Applicant will comply with all applicable provisions of Federal and State laws and regulations in regard to procurement of goods and services.
12. The Applicant will not begin work until the project application is approved, and the Applicant will complete all items of work within the time period of the approved grant, unless an exception is approved by the Governor's Authorized Representative to extend the time frame.
13. The Applicant will comply with all Federal and State statutes and regulations relating to non-discrimination.
14. The Applicant will comply with provisions of the Hatch Act limiting the political activities of public employees.
15. The Applicant will comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
16. The Applicant will comply with the National Flood Insurance Program requirements.
17. The Applicant will not enter into cost-plus-percentage-of-cost contracts for completion of Hazard Mitigation Grant projects.
18. The Applicant will not enter into contracts for which payment is contingent upon receipt of State or Federal funds.
19. The Applicant will not enter into any contract with any party that is debarred or suspended from participating in Federal assistance programs.
20. The Applicant is encouraged to use OMB Circular No. A-133 to answer questions related to management of Federal and local funds.

21. The applicant will submit quarterly reports clearly indicating actions completed during the quarter to Oklahoma Department of Emergency Management, no later than the 10<sup>th</sup> of the month following the end of each quarter.

The significant report dates are: 1<sup>st</sup> quarter - January 10; 2<sup>nd</sup> quarter - April 10; 3<sup>rd</sup> quarter - July 10; 4<sup>th</sup> quarter - October 10

22. The Applicant will complete all items of work by June 12, 2011, (three years from the FEMA approval date), to include State close-out procedures and FEMA R6 close-out.

**Signed for the Applicant:**

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

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

**Signed for the State:**

Name: Albert Ashwood Title: Governor's Authorized Representative

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

**Oklahoma Emergency Management  
FMA/HMGP/PDM Hazard Mitigation Grant Program  
Quarterly Report (Narrative)  
Date: Apr 10, 2009  
Quarter: 2 (Jan, Feb, Mar)**

Sub-Grantee Name: **City of McAlester**

Report Preparer:

Phone Number:

E-Mail Add:

Disaster Number: **FEMA-1678-DR-OK**

Project Number: **19**

Project Name: **Multi-Hazard Mitigation Plan**

Obligation Date: **June 12, 2008**

Amount Obligated: **\$29,990.00**

Project Start Date:

Anticipated Completion Date:

Federal Funds Expended to Date:

Anticipated Cost Over-run/under-run:

Narrative Report: Please describe: 1) specific activities achieved during this quarter; 2) comparison of actual accomplishments to the planned objectives established in the application; 3) reasons for slippage if objectives are not being met, or problems/delays encountered and reasons why; and 4) an analysis and explanation of possible cost over-runs/under-runs, scope changes or extensions. If acquisition, elevation or relocation project, please include addresses of structures mitigated.

(% completed:     )

Do you anticipate:

a) cost over-run/under-run next quarter?

Yes    No

b) change in the Scope of Work?

Yes    No

c) extension of performance period?

Yes    No

Change of Scope/Extension Date:

Assistance Required: Yes     No

**\*\*STATE USE ONLY\*\***

FEMA Action Required: Yes     No

Final Report: Yes     No

State Comments:

Project Close Date:

Final Cost of Project: **Fed Share:**

**Local Share:**



AGREEMENT

FOR

PLANNING SERVICES

FOR A

MULTI-HAZARD MITIGATION PLAN

THIS AGREEMENT, made and entered into this 24th day of February 2009 between THE CITY OF MCALESTER, OKLAHOMA, a municipal Corporation, hereinafter referred to as CITY, and Flanagan & Associates, LLC, hereinafter referred to as PLANNER

WITNESSETH:

WHEREAS, CITY is involved in a comprehensive program of mitigation of natural and man-made hazards; and,

WHEREAS, CITY desires to identify natural and man-made hazards which may threaten the lives and property of the Citizens of THE CITY OF MCALESTER; and,

WHEREAS, CITY requires certain professional services in connection with the development of a plan for the mitigation of said natural and man-made disasters, hereinafter referred to as the SERVICES; and,

WHEREAS, PLANNER is prepared to provide such SERVICES;

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

- 1.0 **SCOPE OF PROJECT.** The scope of this project is described in Attachment A, SCOPE OF PROJECT, which is attached hereto and incorporated by reference as part of this AGREEMENT.
- 2.0 **SERVICES TO BE PERFORMED BY PLANNER.** PLANNER shall perform the SERVICES described in Attachment B, SCOPE OF SERVICES, which is attached hereto and incorporated by reference as part of this AGREEMENT.
- 3.0 **COMPENSATION.** CITY shall pay PLANNER in accordance with Attachment D, COMPENSATION, which is attached hereto and incorporated by reference as part of this AGREEMENT.
- 4.0 **STANDARD OF PERFORMANCE.** PLANNER shall perform SERVICES in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity and with respect to all applicable laws and regulations published and in effect at the time of performance of the SERVICES. The PLAN shall be designed and developed in a good and workmanlike manner and in

strict accordance with this AGREEMENT. All planning work shall be performed by or under the supervision of Professional Planner, and properly qualified to perform such planning services, which qualification shall be subject to review by CITY. Other than the obligation of PLANNER to perform in accordance with the foregoing standard, no warranty, either express or implied, shall apply to the SERVICES to be performed by PLANNER pursuant to this AGREEMENT or the suitability of PLANNER'S work product.

## **5.0 LIABILITY AND INDEMNIFICATION.**

5.1 PLANNER shall defend and indemnify CITY from and against legal liability for damages arising out of the performance of the SERVICES for CITY including but not limited to any claims, costs, attorney fees, or other expenses of whatever nature where such liability is caused by the negligent act, error, or omission of PLANNER or any person or organization for whom PLANNER is legally liable. Nothing in this paragraph shall make PLANNER liable for any damages caused by CITY or any other Contractor of CITY.

## **6.0 COMPLIANCE WITH LAWS.**

6.1 In performance of the SERVICES, PLANNER will comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria and standards.

6.2 PLANNER shall take the necessary actions to ensure its facilities are in compliance with the requirements of the Americans with Disabilities Act. It is understood that the program of PLANNER is not a program or activity of CITY. PLANNER agrees that its program or activity will comply with the requirements of the Americans with Disabilities Act. Any costs of such compliance will be the responsibility of PLANNER. Under no circumstances will PLANNER conduct any activity, which it deems to not be in compliance with the Americans with Disabilities Act.

## **7.0 INSURANCE.**

7.1 During the performance of the SERVICES under this AGREEMENT, PLANNER shall maintain the following insurance:

7.1.1 General Liability Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence and not less than \$1,000,000 in the aggregate, and with property damage limits of not less than \$100,000 for each occurrence and not less than \$100,000 in the aggregate.

7.1.2 Automobile Liability Insurance with bodily injury limits of not less than \$50,000 for each person and not less than \$100,000 for each accident and with property damage limits of not less than \$50,000 for each accident.

7.1.3 Worker's Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance with limits of not less than \$500,000 for each occurrence.

7.2 PLANNER shall furnish CITY certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days written notice to CITY.

8.0 CITY'S RESPONSIBILITIES. CITY shall be responsible for all matters described in Attachment C, RESPONSIBILITIES OF THE CITY, which is attached hereto and incorporated by reference as part of this AGREEMENT.

9.0 OWNERSHIP AND REUSE OF DOCUMENTS.

9.1 All documents, including original drawings, estimates, specifications, field notes and data shall become and remain the property of CITY.

9.2 CITY'S reuse of such documents without written verification or adaptation by PLANNER for the specific purpose intended will be at CITY'S risk.

10.0 TERMINATION OF AGREEMENT.

10.1 The obligation to continue SERVICES under this AGREEMENT may be terminated by either party upon fifteen (15) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

10.2 CITY shall have the right to terminate this AGREEMENT, or suspend performance thereof, for CITY'S convenience upon written notice to PLANNER; and PLANNER shall terminate or suspend performance of SERVICES on a schedule acceptable to CITY. In the event of termination or suspension for CITY'S convenience, CITY shall pay PLANNER for all SERVICES performed in accordance with provisions of Attachment D, COMPENSATION. Upon restart of a suspended project, payment shall be made to PLANNER in accordance with Attachment D, COMPENSATION.

11.0 NOTICE.

11.1 Any notice, demand, or request required by or made pursuant to this AGREEMENT shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

11.1.1 To PLANNER:

Flanagan & Associates, LLC  
2745 East Skelly Drive, Suite 100  
Tulsa, Oklahoma 74105

11.1.2 To CITY:

(Name)  
(City Manager or Mayor)  
City of MCALESTER  
PO Box 578)  
MCALESTER, OK 74502-0578

11.2 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of PLANNER and CITY.

- 12.0 UNCONTROLLABLE FORCES. Neither CITY nor PLANNER shall be considered to be in default of this AGREEMENT if delays in or failure of performance shall be due to forces which are beyond the control of the parties; including, but not limited to: fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage; inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either CITY or PLANNER under this AGREEMENT; strikes, work slowdowns or other labor disturbances, and judicial restraint.
- 13.0 SEVERABILITY. If any portion of this AGREEMENT shall be construed by a court of competent jurisdiction, as unenforceable, such portion shall be severed herefrom, and the balance of this AGREEMENT shall remain in full force and effect.
- 14.0 INTEGRATION AND MODIFICATION. This AGREEMENT includes Attachments A, B, C, and D, and represents the entire and integrated AGREEMENT between the Parties; and supersedes all prior negotiations, representations, or agreements pertaining to the SCOPE OF SERVICES herein, either written or oral. This AGREEMENT may be amended only by a written instrument signed by each of the Parties.
- 15.0 DISPUTE RESOLUTION PROCEDURE - In the event of a dispute between the PLANNER and CITY over the interpretation or application of the terms of this AGREEMENT, the matter shall be referred to the CITY Manager for resolution. If the CITY Manager is unable to resolve the dispute, the matter may, in the CITY Manager's discretion, be referred to the Mayor for resolution. Regardless of these procedures, neither party shall be precluded from exercising any rights, privileges or opportunities permitted by law to resolve any dispute.
- 16.0 ASSIGNMENT. PLANNER shall not assign its obligations undertaken pursuant to this AGREEMENT, provided that nothing contained in this paragraph shall prevent PLANNER from employing such independent consultants, associates, and subcontractors as PLANNER may deem appropriate to assist PLANNER in the performance of the SERVICES hereunder.
- 17.0 APPROVAL. It is understood and agreed that all work performed under this AGREEMENT shall be subject to inspection and approval by the Project Manager of the City of MCALESTER, and any plans or specifications not meeting the terms set forth in this AGREEMENT will be replaced or corrected at the sole expense of PLANNER.

PLANNER will meet with CITY staff initially and monthly thereafter and will be available for public hearings and/or CITY Council presentations.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT in multiple copies on the respective dates herein below reflected to be effective on the date executed by the Mayor of THE CITY OF MCALESTER, OKLAHOMA.

(SEAL)  
ATTEST:

CITY OF MCALESTER, OKLAHOMA

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

\_\_\_\_\_  
Mayor, City of MCALESTER

Date \_\_\_\_\_

(SEAL)  
ATTEST:

(PLANNER)

\_\_\_\_\_  
Principal Planner

Date \_\_\_\_\_

APPROVED AS TO FORM:

RECOMMENDED:

\_\_\_\_\_  
Attorney for the City of MCALESTER

**AGREEMENT**  
**FOR**  
**PLANNING SERVICES**  
**FOR A**  
**MULTI-HAZARD MITIGATION PLAN**  
**SCOPE OF PROJECT**  
**ATTACHMENT A**

- A. **SCOPE OF PROJECT.** The PROJECT shall consist of the development of a Multi-Hazard Mitigation Plan for incorporated areas of CITY. The PLAN will be developed using a methodology and procedure that will meet the Pre-Disaster Mitigation Program requirements of the Robert T. Stafford Disaster and Emergency Assistance Act of 2000.
  
- B. **ASSURANCE.** Consultants will assist CITY in the preparation of a Local Hazard Mitigation Plan that will meet the requirements of the City of McAlester, the State of Oklahoma Department of Emergency Management, and Region VI Federal Emergency Management Agency.

**AGREEMENT  
FOR  
PLANNING SERVICES  
FOR A  
MULTI-HAZARD MITIGATION PLAN  
SCOPE OF SERVICES  
ATTACHMENT B**

- B. SCOPE OF SERVICES. The services to be performed by the PLANNER under this AGREEMENT shall consist of the following items:**
- B.1. Assist in the development of the planning process, including CITY staff and public involvement.**
  - B.2. Identification and description of the type of natural and man-made events that may affect CITY.**
  - B.3. Assist CITY in the design and conduct of the public involvement and participation process for the plan.**
  - B.4. Identify and notify adjacent communities and jurisdictions, local, regional, state, and federal governmental agencies, and non-profit organizations with interest and/or responsibilities in hazard management or mitigation of the study process, and invite their participation and involvement.**
  - B.5. Preparation of a risk assessment, including identification of previous occurrences and probability of future hazard events.**
  - B.6. Description of CITY'S vulnerability to the natural hazards, including a summary of each hazard, and vulnerability of existing and future buildings, infrastructure, and critical facilities.**
  - B.7. Estimate potential dollar losses to vulnerable structures from identified hazards.**
  - B.8. Description of land uses and development trends in CITY.**
  - B.9. Assist in the development of mitigation goals to reduce or avoid long-term vulnerabilities to the identified natural hazards.**

- B.10. Assist in the identification of specific mitigation actions and projects to reduce the effects of each hazard on new and existing buildings and infrastructure.
- B.11. Assist CITY in the development of a prioritized Action Plan, including identification of responsible parties, estimated costs, time frame for implementation, and expected outcome.
- B.12. Identification of a plan maintenance process for monitoring, evaluation, and updating the mitigation plan within a five-year cycle, including continued public participation in the plan maintenance process.
- B.13. Prepare 4 copies of the Plan document, including related maps and figures, tables and graphs, and appendices.

AGREEMENT  
FOR  
PLANNING SERVICES  
FOR THE  
MULTI-HAZARD MITIGATION PLAN  
RESPONSIBILITIES OF THE CITY  
ATTACHMENT C

- C.     **RESPONSIBILITIES OF THE CITY.** CITY agrees:
- C.1     **Reports, Records, etc.** To furnish, as required by work, and not at expense to PLANNER.
- C.1.1     **Records, reports, studies, plans, drawings, and other data available in the files of CITY, and County Assessor's Parcel Data required in the work involved under this AGREEMENT.**
- C.2     **Access.** To provide access to public property, records, and documents as may be required in performance of PLANNER'S services.
- C.3     **Staff Assistance.** Designate in writing a person to act as its representative in respect to the work to be performed under this AGREEMENT, and such person shall have complete authority to transmit instructions, receive information, interpret and define CITY'S policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this AGREEMENT.
- C.3.1     **Furnish staff assistance in historical information and data for hazards selected by CITY to be studied, including dates of events, dollar damage, injuries, and deaths.**
- C.3.2     **Facilitate monthly staff and Citizen Advisory Committee meetings with PLANNER to review work products and provide general guidance and direction.**
- C.3.3     **Host and facilitate Citizens and Public Information meetings with the public as may be required.**
- C.4     **Review.** Examine all studies, reports, maps, estimates, and other documents presented by PLANNER and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of PLANNER.

**AGREEMENT**  
**FOR**  
**PLANNING SERVICES**  
**FOR A**  
**MULTI-HAZARD MITIGATION PLAN**  
**COMPENSATION**  
**ATTACHMENT D**

D. **COMPENSATION.** CITY agrees to pay, as compensation for services set forth in Attachment A, SCOPE OF SERVICES, the following not-to-exceed fees, payable monthly as each Phase of the work progresses; and within thirty (30) calendar days of receipt of invoice. PLANNER shall submit monthly invoices based upon actual man-hours worked at the time of billing at the rates shown in D.3.

D.1. A summary of the lump sum or budgeted fees are as follows:

Inventory and Citizen Involvement	\$ 7,497.50
Vulnerability Analysis	\$ 7,497.50
Mitigation Measures and Action Plan	\$ 7,497.50
Meetings and Report Production	\$ 7,497.50
<b>TOTAL LUMP SUM</b>	<b><u>\$ 29,990.00</u></b>

D.2. PLANNER shall, for all billings, keep work and cost records that will permit comparison with required progress charts on such forms and in such manner as will be satisfactory to CITY.

D.3 Hourly rates for billings are as follows:

Principal Planner	\$85 per hour
Senior Planner	\$70 per hour
Planning Technician 3	\$62 per hour
Planning Technician 2	\$54 per hour
GIS Coordinator	\$46 per hour
Planning Technician 1	\$40 per hour
Clerical	\$34 per hour

Hourly Rates. The following hourly rate schedule applies:

<u>Position</u>	<u>Hourly Rate TOTAL</u>	<u>Overhead (135%)</u>	<u>Profit (10%)</u>	
Principal Planner	32.87	44.47	7.66	85.00
Senior Planner	27.07	36.62	6.31	70.00
Plan Technician 3	23.97	32.43	5.60	62.00
Plan Technician 2	20.88	28.25	4.87	54.00
GIS Coordinator	17.79	24.06	4.15	46.00
Plan Technician 1	15.47	20.92	3.61	40.00
Clerical	13.15	17.78	3.07	34.00



# McAlester City Council

## AGENDA REPORT

Meeting Date: February 24, 2009 Item Number: 6  
 Department: City Manager  
 Prepared By: Mark B. Roath Account Code: \_\_\_\_\_  
 Date Prepared: \_\_\_\_\_ Budgeted Amount: \_\_\_\_\_  
 Exhibits: Four

### Subject

Consider, and act upon, the engagement of Waters-Oldani Recruitment Group to perform a partial Executive Recruitment Search for the position of Chief Financial Officer in the amount of \$14,800 plus expenses not-to-exceed \$5,000.

### Recommendation

Motion to approve the engagement of Waters-Oldani Executive Recruitment to perform a partial Executive Recruitment Search for the position of Chief Financial Officer in the amount of \$14,800 plus expenses not-to-exceed \$5,000.

### Discussion

The Chief Financial Officer position has been vacant since July 1, 2008. Since the position became vacant, the City Administration performed a search through the Human Resource Office, which resulted in eight candidate submittals. Unfortunately, the candidate response was limited and from those that did apply, two offers were made but rejected for various reasons.

After meeting with the Audit and Finance Advisory Committee about the in-house search, and at their urging, the City Administration solicited proposals for a partial executive recruitment search for this position. The firms contacted are well-known for conducting public sector job searches. The firm the City Administration recommends is Waters-Oldani Executive Recruitment located in Dallas, Texas. They offer proven experience and familiarity with public sector recruitment in this region.

Note: After discussing the recruitment search with Mr. Chuck Anderson, CEO of Waters-Oldani Executive Recruitment, he provided a not-to-exceed amount of \$19,800 including professional fee and out-of-pocket expenses for this search, which is a reduction of \$1,000 from his original proposal. The cost of this proposed recruitment search will be paid from the unused budgeted salary for the Chief Financial Officer position.

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	<u>MBR</u>	<u>02/17/09</u>



# PROPOSAL TO THE CITY OF MCALESTER, OK

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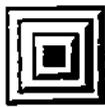
EXECUTIVE RECRUITMENT FOR CHIEF FINANCIAL OFFICER  
FEBRUARY 11, 2009

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**WATERS-OLDANI**  
**EXECUTIVE RECRUITMENT**

A Division of The Waters Consulting Group, Inc.



# WATERS-OLDANI EXECUTIVE RECRUITMENT

A Division of The Waters Consulting Group, Inc.

February 10, 2009

Mr. Mark Roath  
City of McAlester  
28 E. Washington  
McAlester, OK 74501

**Re: Proposal – Executive Recruitment for Chief Financial Officer – Partial Recruitment**

Dear Mr. Roath:

I appreciate the opportunity to submit our proposal for executive recruitment services for your Chief Financial Officer. We are confident that you will be completely satisfied with our comprehensive process and the outcome.

We are so confident in our recruitment process and outcome that we offer a triple guarantee of our performance, which is described in detail on page 3 of this proposal.

Our team of recruitment consultants (see bios starting on page 8 of the proposal) has provided executive recruitment services nationwide for over 30 years, principally to public organizations. We have established a reputation for a relentless commitment to high quality with our process and our candidates.

We know that you have options for using other recruitment firms. However, we believe that our approach sets us apart from our competitors in the following important ways:

- Our **Triple Guarantee™** (see page 3);
- Finalists identified within 80 days from the approval of the recruitment brochure and candidate profile;
- Meticulous development of the candidate profile prior to advertising/marketing (see page 4);
- Comprehensive, in-depth screening and evaluation of candidates, including the use of our proprietary, validated assessment - **CareerNavigator™** (see page 5);
- Rigorous review of candidates' references and background (see page 6);
- Our highly-accessed web site ([www.watersconsulting.com](http://www.watersconsulting.com)) by prospective candidates;
- Our superior nationwide relationships with high-quality candidates for marketing new positions; and
- Within twelve (12) months following your appointment of the successful candidate, we will administer our 360° Performance Assessment for no additional professional fee, just project-related expenses (see page 3).

The proposal document will provide you the details about our approach, expertise, client references, and pricing for this executive recruitment. Also, if you have any questions, please contact me directly at 817.965.3911 or by email at [canderson@watersconsulting.com](mailto:canderson@watersconsulting.com).

We would consider it a professional privilege to provide these services to the City of McAlester.

Sincerely,

Charles (Chuck) S. Anderson  
CEO of Waters-Oldani Executive Recruitment  
A Division of The Waters Consulting Group, Inc.

# COMMITMENT TO SUCCESS

*Our understanding of and experience in the public sector coupled with our commitment in developing partnering relationships with our clients are key factors in our long-term success.*

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## PROJECT OVERVIEW

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The City of McAlester, Oklahoma is considering the use of a consulting firm to assist with the executive recruitment for its next Chief Financial Officer and has requested a proposal describing a work plan and project approach from Waters-Oldani Executive Recruitment (Waters-Oldani), a division of The Waters Consulting Group, Inc. Accordingly, we provide the following information for your consideration.

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## PROFESSIONAL EXPERTISE MAKES THE DIFFERENCE

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Throughout the assignment, the Waters-Oldani team will serve as technical advisors to your organization to ensure that the recruitment process is conducted in a professional manner. The objective of Waters-Oldani is to generate high-quality candidates and assist you with the screening and evaluation of these candidates. Due to our extensive professional relationships with hundreds of public sector organizations and prospective candidates nationwide, Waters-Oldani is positioned to confidently promote your position to prospective candidates as a positive career and personal growth opportunity.

Since our firm's beginning, we have emerged as a leader in executive recruitment. It is our 30+ years of consulting experience, coupled with our unique approach and personal touch that drives our internal standard for delivering only outstanding services and leading-edge products. In addition, Waters-Oldani is positioned as the largest privately-held executive recruitment firm in the nation with a focus on the public sector. This kind of strength will prove to be valuable for your executive recruitment.

With any consulting assignment, but particularly with an executive recruitment project, reliable and timely communication is fundamental to project success. At key points during the assignment, Waters-Oldani consultants will communicate by phone, e-mail, or in person, with appropriate leaders from your organization to discuss the progress of the recruitment and to review subsequent steps in the recruitment process. These regular status reports are important to ensure success with the recruitment assignment.

We pride ourselves in the fact that we bring a high level of personal commitment to everything that we do. We get to know our clients – their concerns for success, their strategic goals and their organizational culture. But our intense professional commitment does not stop with our clients. We have candidates who were not selected for positions call to extend compliments and thanks for how they were treated during our recruitments. Many have stated that we provided the best recruitment experience in which they have ever participated.

Client satisfaction is important to all organizations, but to our firm, it is our chief focus. In our business, referrals and recommendations are the keys to success.

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### **ROLE OF YOUR ORGANIZATION'S STAFF**

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We have a seasoned staff of professionals to deliver quality services with minimal effort required from you. However, to assist in the project, we ask that your organization designate a Project Manager to serve as Waters-Oldani's primary contact for the recruitment assignment. Your Project Manager will facilitate such functions as coordinating meeting dates, times, and locations and the review of the draft recruitment brochure and related advertising copy.

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### **OUR TRIPLE GUARANTEE**

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Our Triple Guarantee is defined as: (1) A commitment to remain with the recruitment assignment until you have made an appointment for the fees and tasks quoted in this proposal. If you are unable to make a selection from the initial group of Finalists, Waters-Oldani will work to identify a supplemental group until you find a candidate to hire; (2) Your executive recruitment is guaranteed for two years against voluntary resignation by or termination for cause of the candidate. Within the first year, the replacement recruitment will be repeated with no additional professional fee, but only for project-related expenses. During the second year, the replacement recruitment is reduced to 50% of the professional fee plus project-related expenses. Candidates appointed from within your organization do not qualify for this guarantee. This guarantee is subject to further limitations and restrictions of your state laws. Additional services include a performance appraisal and review after 12 months of service of the appointed candidate, with no professional fee charged to you. If you elect to use this service, the only cost you would incur would be the reimbursement for any project-related expenses; and (3) Waters-Oldani will not solicit any candidates selected under this contract for any other position while the candidate is employed with your organization.

# DESCRIPTION OF KEY TASKS

*The following is intended to describe the key tasks associated with our approach to executive recruitment.*

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## TASK I RECRUITMENT BROCHURE DEVELOPMENT AND ADVERTISING

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The important first step in the recruitment process involves the development of a comprehensive recruitment brochure with a profile of the ideal candidate, including the required qualifications, professional experience, personal characteristics, and other factors related to success in the position of Chief Financial Officer. The recruitment brochure will also have a profile of your community and organization. To prepare the recruitment brochure, the Lead Consultant will come on site to meet with your leadership team to discuss the required background and experiences for the new Chief Financial Officer. We will also request organizational charts, budgetary information, operational reports, and other documentation describing the community, organization, current issues, and responsibilities of the position.

The draft recruitment brochure will be presented to you for review and final approval/edits prior to its publication and distribution via online and regular mail to prospective candidates.

In order to conduct an open recruitment and to encourage applications from a diverse pool of candidates, Waters-Oldani will work with you to develop an advertising and marketing strategy to notify potential candidates about the vacancy. Advertisements will be placed in appropriate professional publications, local newspapers of record and web sites as approved by you. Draft ads will be submitted to your organization for approval prior to publication. Waters-Oldani has a highly-accessed web site, [www.watersconsulting.com](http://www.watersconsulting.com), and targeted e-mail ([search@watersconsulting.com](mailto:search@watersconsulting.com)). We will use all available resources to communicate directly with prospective candidates. The aggressive advertising and marketing campaign for top talent will include national, state, regional, and local elements as determined during our initial meetings with your organization. Our presence at appropriate public sector conferences will be used to further promote the position.

An effective advertising strategy will help to ensure that we conduct an open recruitment with appeal to a diverse array of candidates. Waters-Oldani will take all necessary steps to protect against discrimination in the screening and selection process.

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## TASK II EXECUTION OF RECRUITMENT STRATEGY AND IDENTIFICATION OF QUALITY CANDIDATES

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Using the information developed in Task I, Waters-Oldani will identify individuals who would be outstanding candidates for the position of Chief Financial Officer. Often, well-qualified candidates are not actively seeking new employment and will not necessarily respond to an advertisement. However, if a potential candidate is presented with the opportunity directly and in the proper manner, he or she may apply. We take pride in our ability to locate highly qualified candidates across the nation based on our

professional contacts and relationships. We have also established networks with minority and female leaders throughout the nation and are proud of our record of placement of minority and female candidates. Waters-Oldani has adopted a corporate policy of equal employment opportunity and will not participate in any recruitment effort where these principles are not followed. In addition, we are charter members of NFBPA and its Business Advisory Committee and the Hispanic Network.

We believe that one of the strengths of the Waters-Oldani recruitment process is our attention to the candidates during the process. Each candidate submitting a résumé is sent a timely acknowledgement by Waters-Oldani, giving an approximate schedule for the recruitment. Further communications are maintained with each candidate regarding information about the recruitment progress and their status in the process. We take pride in the many complimentary comments made by candidates regarding the level of communication and the professional manner in which they are treated during our recruitments, which is also provides a positive reflection on your organization

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**TASK III**  
**SCREENING OF APPLICANTS, INITIAL INTERVIEWS, AND RECOMMENDATION OF**  
**FINALISTS TO CLIENT**

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Our recruiting efforts in Task II identify a significant number of applicants, depending upon the position and the availability of candidates with the requisite experience and skills in the marketplace. Task III is where our Lead Consultant screens the candidates against the criteria within the candidate profile and develops a list of Semi-Finalists who meet or exceed the criteria.

The Lead Consultant will then meet with you as the client to develop a group of candidates for personal interviews with the Lead Consultant either by phone, in person or videoconference. Our interviews are conducted with a set of questions developed by Waters-Oldani to evaluate professional experience and management/leadership characteristics considered relevant for the candidate profile for your position.

As a part of our thorough screening of candidates, we also utilize our content-validated behavioral assessment and success profile system CareerNavigator™. Our approach to recruitment features a content-validated competency model that measures the core competencies of public sector executive managers/leaders with a comprehensive psychological assessment. This helps to identify those competencies that are proven to make a candidate much more likely to be successful in a position of executive management and leadership.

In addition, CareerNavigator™ generates specific questions for individual candidates based upon their responses to the assessment. These questions are included in the in-depth interview conducted by the Waters-Oldani Lead Consultant.

At the conclusion of our interview process, we will meet with you to discuss a group of potential Finalists for you to invite for on-site interviews with an interview panel that you select. Typically, four to six candidates are selected for these interviews.

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**TASK IV**  
**CONDUCTING BACKGROUND CHECKS, REFERENCE CHECKS**  
**AND ACADEMIC VERIFICATIONS**

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Once you approve the group of Finalists for on-site interviews, Waters-Oldani will begin the process to conduct reference checks, background checks and academic verifications. Contact is then made with selected references and sometimes with others in the specific industry that may know of additional accomplishments and work experiences of the candidates. The purpose of the reference interviews is to allow Waters-Oldani to complete our understanding of the work experience, professional performance and personal characteristics of the Finalists.

For the background checks, Waters-Oldani is pleased to partner with PSI Investigation Services in to gather information about the candidates in the following areas:

- Consumer Credit
- County Criminal
- County Civil Litigation
- Judgment/Tax Lien
- Motor Vehicle
- Bankruptcy
- State District Superior Court Criminal
- State District Superior Court Civil Litigation
- Federal District Criminal
- Federal District Civil Litigation

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**TASK V**  
**FINAL INTERVIEW PROCESS**

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Upon completion of Task IV, we will work with you to develop the final interview process. We will also send you documentation on each of the finalists, which will provide the highlights of their professional experience and leadership/management profile, and a summary of the results of the reference checks, background checks and academic verifications. In addition, the report will include guidelines for interviewing the candidates, suggested interview questions, and a rating process for your interview panel(s). Our Lead Consultant will participate in final interviews as either an observer or active panel member at your request and will be available to answer questions and assist you in the final evaluation and selection of the successful candidate. In addition, if you request the service, our Lead Consultant will assist you with the development of a compensation package and related employment considerations, and assist with the negotiations.

## EXECUTIVE RECRUITMENT PROJECT TIMELINE

Below is an estimated Timeline for the executive recruitment process. You will be asked by the Lead Consultant during the first on-site meeting to review and approve a Timeline for the recruitment project. It is our intent to conduct the recruitment expeditiously, but not at the expense of finding high-quality candidates for you. However, we commit to you to deliver a group of Finalists for your consideration within 80 days from the date that you approve the recruitment brochure and candidate profile, which is the point that we commence advertising/marketing for the position.

To ensure that our quality standards are maintained, we do require a minimum of ten business days between the time that you select the candidates for on-site interviews and when we send you the Final Book for your final interview process.

	Description of Key Project Phases/Tasks	Weeks												
		01	02	03	04	05	06	07	08	09	10	11	12	13
<i>Phase I</i>	<b>Task 1</b> Recruitment Brochure Development & Advertising													
<i>Phase II</i>	<b>Task 2</b> Recruitment Strategy and Identification of Candidates													
	<b>Task 3</b> Screening Process and Recommendation of Finalists for On-site Interviews.													
	<b>Task 4</b> Background Checks/ Reference Checks/Academic Verifications													
<i>Phase III</i>	<b>Task 5</b> Final Interview Process													

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## AN OVERVIEW OF OUR CONSULTING TEAM

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Waters-Oldani places a high priority on meeting the needs of our clients. Therefore, at the outset of the recruitment process, we will tailor our approach to address the issues unique to your organization's working environment. For each recruitment project, we assign a Lead Consultant and a team of support professionals to carry out assignments in an effective and efficient manner. What follows are brief biographical descriptions of the members of our consulting team.

**CHARLES (CHUCK) S. ANDERSON**  
**Chief Executive Officer**  
**Waters-Oldani Executive Recruitment Division**

Charles (Chuck) S. Anderson is the Chief Executive Officer for the Waters-Oldani Recruitment Division within the Waters Consulting Group (WCG). In this role he also is a senior consultant within the HR Consulting Division for projects related to organizational design and development, strategic planning, and leadership/management development.

Prior to joining the WCG, Chuck worked for local governments and public education, including City Manager for Dallas, Texas; Executive Director for the Dallas Area Rapid Transit (DART); and Executive Director for the Michigan Education Association.

Chuck also served as Director for Local Government Reform for the International City/County Association (ICMA), managing a U.S. government contract for the planning and delivery of technical assistance to local governments in Central and Eastern Europe. His last assignment in this role with ICMA was to recruit and supervise a team of technical consultants to assist in re-building local governments in Bosnia following agreement on the Dayton Accords.

During his service with the Michigan Education Association, Chuck also served as Senior Consultant for Urban Planning and Management for Michigan State University's Institute for Public Policy and Social Research.

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**Areas of Expertise**

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- Executive Recruitment
- Leadership/Management Development
- Organizational Design
- Organizational Development

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**Professional Accomplishments and Education**

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Chuck received a Bachelor of Arts degree in political science and human resources management and a Masters of Public Administration degree from the University of Kansas. He received the prestigious L.P. Cookingham Award for Development of Young Professionals from the International City/County Management Association (ICMA) and the Minority and Women Advancement Award from the American Public Transit Association (APTA). He was also recognized as Public Administrator of the Year by the American Society of Public Administration (ASPA) and Outstanding Management Innovator (Honorable Mention) by ICMA. Chuck was recognized in 2007 with the Lifetime Achievement Award from his Public Administration Alumni Association at the University of Kansas.



**WATERS-OLDANI**  
**EXECUTIVE RECRUITMENT**  
A Division of The Waters Consulting Group, Inc.

## **JERROLD (JERRY) OLDANI**

### **Senior Vice President**

Jerry Oldani's expertise and personal attention to client needs exceeds traditional approaches to executive search. His search leadership reflects his extensive background in corporate management, human resources, consulting and community service. He often serves as an expert panel member at professional symposiums in the area of executive search. His skill at conducting analyses of complex public sector organizations sets the industry standard. His insights into both corporate and public sector management and thorough research and evaluation of candidate's backgrounds have become hallmarks of the firm. For the last several years, Jerry has led the public sector search discipline in the placement of "women and people of color," averaging over 47% of their total placements.

With more than 35 years in executive search for the public sector, Jerry delivers solid and proven perspectives regarding human resources management, organizational analysis and executive search to the discipline. He has been a leading force in developing effective diversity-based recruiting methods, utilization of citizen groups in the recruiting processes and meeting the needs of public sector clients. His private sector focus has been in senior and executive level search for sales and marketing, human resources, finance and technical management personnel. Jerry, with the assistance of a dedicated staff, pioneered the use of a two year guarantee period and advanced recruiting brochures in the industry.

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#### **Areas of Expertise**

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- Executive Recruitment
- Organizational Analysis
- Diversity-based Recruiting Methods & Techniques
- Conflict Resolution

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#### **Professional Accomplishments and Education**

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Jerry received the Bachelor's of Arts in Public Administration degree from the California State University at Northridge and completed graduate studies in Industrial Psychology at the University of California at Los Angeles. He began his human resources career as Personnel Director at Univar Corporation. He was a Charter Member of the Business Advisory Council to the National Forum for Black Public Administrators (NFBPA) and Founding Member of the Hispanic Network.

A decorated Viet Nam Veteran and Captain in the Marine Corps, Jerry has also held numerous positions of community leadership to include: Library Commission – City of Sunnyvale; Parks Board – City of Mountain View, California; Santa Clara Valley Rental Housing Mediation Authority and the Santa Clara Valley Minority Relations Resolution Group; Bellevue, Washington Form of Governance Committee; King County Metro Consolidation Committee; Bellevue Parks Board; Board of Directors Pacific Northwest Baseball Umpires Association; and Board of Directors Pacific Northwest Football Officials Association.



**WATERS-OLDANI**  
**EXECUTIVE RECRUITMENT**

A Division of The Waters Consulting Group, Inc.

**G. CHRIS HARTUNG**  
**Senior Consultant**

Chris Hartung is a Senior Consultant for The Waters Consulting Group, Inc. (Waters-Oldani). In his role, he is responsible for managing and conducting executive recruitment assignments for the firm. Chris has more than 35 years of experience in managing and consulting in both the private and public sector. He has served as Director of Finance, Assistant City Manager, and City Manager in full service municipalities with populations ranging from 15,000 to 160,000. Mr. Hartung served for 8 years as City Manager of Denton, TX.

Chris joined Waters-Oldani in October 1997. He has conducted management-consulting assignments in a number of areas including compensation planning and implementation, strategic planning, organizational staffing, total quality management, and executive recruitment. He has written and presented training in a number of subject areas including performance evaluation, leadership and management skills, and customer relations.

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**Areas of Expertise**

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- Executive Recruitment
- Classification and Compensation Studies
- Skill-based Pay
- Employee Surveys
- Customer Service Training
- Leadership Training

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**Professional Accomplishments and Education**

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Chris received his bachelor's degree in government from Southern Methodist University and his master's degree in public administration from the University of North Texas. He has conducted lectures and seminars for Texas A&M University, the University of Texas at Austin, the University of Texas at Arlington, and the University of North Texas. Chris is on the faculties of the Bill Blackwood Law Enforcement Management Institute of Texas (LEMI) and the Certified Public Manager Program (CPM), which is managed by the faculty at Texas State University, San Marcos. Chris is also fully certified to administer ASSESS Strategic Success Modeling by the professional organizational psychologists at Bigby, Havis & Associates – a nationally known, accredited and respected firm.



## **CHUCK ROHRE**

### **Senior Consultant**

Chuck Rohre is a Senior Consultant for The Waters Consulting Group, Inc. (WCG). In this role, he is responsible for managing and conducting executive recruitment engagements for the firm to insure their integrity, timeliness and adherence to budget parameters. Chuck has more than 30 years of experience in managing and consulting in both the private and public sectors. He has served as Police Chief and Director of Public Safety for North Texas municipalities with populations ranging from 9,000 to 200,000 plus. Prior to beginning his consulting career, Mr. Rohre served for three years as Police Chief of Plano, Texas.

Chuck joined the firm in January 2006 following a 13-year engagement with another nationally recognized public sector search firm where he managed the Texas and Southwestern operations. He has an extensive and successful track record of completed recruitment across the nation, primarily in the Midwestern and Southwestern states. He has also conducted management-consulting assignments in a number of areas including public safety, career development and strategic planning. He has written and presented training in a number of subject areas including personnel assessment, leadership and management skills, and career development for public sector employees.

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#### **Areas of Expertise**

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- Executive Recruitment
- Background Investigations
- Assessment Centers
- Career Development
- Law Enforcement Management and Training

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#### **Professional Accomplishments and Education**

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Chuck received his Bachelor's degree in Career Development from the Dallas campus of Abilene Christian University and his Master's degree in Human Relations and Management from the same institution. He has completed advanced management training at the Institute for Law Enforcement Administration and now serves on its adjunct faculty and advisory board. Chuck completed the Federal Bureau of Investigation's prestigious LEEDS course at Quantico, Virginia. He is a veteran of the United States Army, serving in the United States and the Republic of Viet Nam.



**WATERS-OLDANI**  
**EXECUTIVE RECRUITMENT**  
A Division of The Waters Consulting Group, Inc.

## **ANDREA BATTLE SIMS**

### **Senior Consultant**

Andrea Battle Sims has been working in executive search for over six years, managing all phases of the search process for municipal, county, state and non-profit organizations, focusing on the East, Midwest and Mid-Atlantic regions with numerous searches for a number of governmental and non-profit executives including: City and Assistant City Managers, Library Directors, Chief Information Officers, Police Chiefs, City/County Attorneys, Parks & Recreation Directors, Finance Directors and Workforce Development Executive Directors.

Andrea is an experienced professional with over twenty years of prior experience in Information Technology, EDP Audit and Management experience in both the public and private sector. Her local government leadership roles include serving as the IT Director at Cleveland Public Schools with a staff of 50; Deputy Director of IT at Cuyahoga County with a staff of 70. In addition, her county experience includes creating a start-up venture to sell public computer access to the legal community. Ms. Sims has held management positions at AT&T, Progressive Insurance, and National City Bank managing IT projects as well as IT professionals, along with serving as an internal consultant/auditor. She has successfully managed IT professionals through the change process from legacy to client-server technologies including both private and public sector Year 2000 implementations.

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#### **Areas of Expertise**

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- Executive Search
- Recruitment and Retention Training
- Information Technology
- Organizational Assessment
- Strategic Planning and Implementation
- Project Management
- Process Improvement

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#### **Professional Accomplishments and Education**

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Andrea's educational background includes a Bachelor of Arts in Mathematics from Spelman College, Atlanta Georgia and a Master of Science in Operations Research from The Wharton School at the University of Pennsylvania, Philadelphia, Pennsylvania. In addition, her post-graduate education includes numerous IT and management courses and seminars and certification from the Leadership Academy at Cleveland State University. Andrea's current and past civic involvement includes the Board of Trustees at the American Cancer Society, Cuyahoga Unit; Junior League of Cleveland, along with leadership positions with the Links, Inc., the Spelman Alumnae Association, and Delta Sigma Theta, Inc.



**WATERS-OLDANI**  
**EXECUTIVE RECRUITMENT**

A Division of The Waters Consulting Group, Inc.

**TROY COLEMAN, Ph.D.**  
**Senior Consultant**

Troy has more than 25 years of impressive professional and executive level human resources experience. Before joining Waters Consulting Group, Inc., Dr. Coleman was most recently the Associate Superintendent for Human Resource Services with the Dallas Independent School District, where he designed and managed program efficiencies and automation to support employee on-boarding, and employee relations and mediation services. He designed and managed a nationally recognized program focused on international recruitment and selection of teachers, professionals and administrators to staff the 10,000-member teacher group and more than 20,000 total employees in the district.

He served as Human Resources Director for the City of Dallas, Texas. Dr. Coleman was Senior Vice-President for Human Resources for an eCommerce business, and he has held various human resources posts in higher education and in local and federal government. He was a lecturer in Organizational Behavior and Personnel and Human Resources Administration at the University of Texas, Arlington; College of Business Administration; and Southern Methodist University, Cox School of Business, where he also lectured on Alternative Dispute Resolution.

Throughout his career, Dr. Coleman has designed and led organizational development engagements on Organizational Change, Workplace Diversity, Conflict Management, and Employee Relations. He successfully facilitated dispute resolution and mediation processes involving disputes between police/public safety agencies and the communities they serve, employee disputes over diversity issues at work, EEO/Affirmative Action matters affecting companies and government agencies, differences between governing bodies and executive leadership teams, employee relations issues regarding pay and work conditions, and general interpersonal relations disputes. He was a faculty member with leadership institutes at George Washington University and the National Forum for Black Public Administrators.

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**Areas of Expertise**

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- Recruitment and Selection
- Pre-employment and Promotional Testing and Assessments
- Workplace Diversity and Inclusion Programs
- Training and Organizational Development
- EEO and Equity Systems Analysis and Design
- Mediation and Conflict Resolution Training
- Competency-based Performance Achievement Programs

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**Professional Accomplishments and Education**

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For more than 12 years with his own firm, Dr. Coleman successfully designed and facilitated diversity training programs and services for federal and local governments, police, fire and public safety agencies, corporate businesses, and he has lectured at national conferences on the subject of managing diversity in the workplace. He has also managed projects that incorporate diversity and community relations with communities experiencing demographic and social change.

He earned his doctorate from the University of North Texas and his master's and bachelor's degrees from Texas A&M University, Commerce. He has been a Licensed Professional Counselor, and he is an active member of the American Psychological Association.



**MICHELLE COLLINS, Ph.D.**  
**Director of Organizational Development**

Michelle provides professional consulting services to improve individual, team, and organizational performance. She is a passionate problem-solver with a keen ability to listen to clients' concerns, discern their needs, and translate those needs into workable, pragmatic solutions. Her diverse background in corporate settings, consulting, government and academia means that, at some point, she has probably been in her client's shoes.

For more than 12 years, Michelle has worked as an external consultant by partnering with clients to deliver various strategic human resources interventions. Using surveys, focus groups, 360 assessments, personality-based assessments and other tools, Michelle helps her clients gain insight into their effectiveness, as well as find ways to improve performance. She has partnered with her clients to help them improve their organizational performance by conducting organizational analyses and employee research. Her practice has grown to include group and individual development programs, including leadership development efforts aimed at helping women in organizations to overcome organizational barriers and advance in their careers.

Previously, Michelle served as Director of Executive Development at a large financial services company, where she managed the annual succession planning process and coordinated internal and external development programs for 250 senior executives. She has consulted internally with American Airlines on employee selection and development projects, and has significant experience in corporate coaching and conducting management assessments. While in city government, she designed and validated written tests and assessment center exercises for police, fire, and other municipal positions.

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**Areas of Expertise**

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- Assessments for Selection and Development
- Employee and Leadership Development Programs
- Leadership Coaching
- Employee Research
- Competency Modeling

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**Professional Accomplishments and Education**

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Michelle holds an M.S. and Ph.D. in Industrial/Organizational Psychology from Tulane University and a B.S. in Psychology from Howard University. She is active in the Society for Industrial/Organizational Psychology's (SIOP) annual conferences and has presented several papers and workshops both in academic and business settings. Michelle co-authored a publication on police education and training in a human resources journal, *Public Personnel Management*. She has completed multiple facilitation, assessment, and training certification programs, and is the author of *The Thin Book of 360 Feedback: A Manager's Guide*. In addition, for five years Michelle co-authored a monthly publication, *Leadership Her Way*, as well as four other monthly leadership development publications.



# PROFESSIONAL REFERENCES

- **City of Fort Collins, Colorado**  
(970) 221-6505  
Mr. Darin Atteberry  
City Manager  
Project: Selection of Director of Finance and various other senior level department director positions
- **City of Palo Alto, California**  
(650) 329-2533  
Ms. Emily Harrison  
Assistant City Manager  
Project: Selection of City Auditor
- **Town of Greenwich, Connecticut**  
(203) 622-7729  
Maureen Kast  
Director of Human Resources  
Project: Selection of Assistant Fire Chief, Public Works Commissioner and Town Administrator
- **City of Ann Arbor, Michigan**  
(734) 994-2655  
Mr. Roger Fraser  
City Manager  
Project: Selection of Finance Services Administrator and various other senior level department director positions
- **City of Norman, Oklahoma**  
(405)-366-8207  
Mayor Harold Haralson  
Project: Selection of City Manager
- **Port of Oakland, California**  
((510) 627-1225  
Mr. Omar Benjamin  
Executive Director  
Project: Chief Financial Officer
- **City of Denton, Texas**  
(940) 349-8307  
Mr. George Campbell  
City Manager  
Project: Selection of Director of Finance and various department director positions
- **City of San Marcos, Texas**  
(512)757-0305  
Ms. Carolyn Liner  
Human Resources Director  
Project: Selection of Chief Financial Officer
- **Mecklenburg County, North Carolina**  
(704) 336-2472  
Ms. Michelle Lancaster  
Assistant County Manager  
Project: Selection of Director of Finance and Director of Parks & Recreation
- **City of Bloomington, Minnesota**  
(952) 563-8784  
Mr. Mark Bernhardson  
City Manager  
Project: Selection of Finance Director
- **City of Arlington, Texas**  
(817) 459-6101  
Mr. Jim Holgersson  
City Manager  
Project: Selection of Deputy City Manager and various other senior level department director positions
- **City of Virginia Beach, Virginia**  
(480) 967.2001  
Mr. Charlie Meyer  
Former Chief Operating Officer; Current City Manager of Tempe, Arizona  
Project: Selection of Chief Operating Officer, Assistant City Manager/CFO and Chief Development Officer
- **City of Sanford, Florida**  
(407) 330-5604  
Mr. Sherman Yehl  
City Manager  
Project: Selection of Director of Finance
- **City of Lubbock, Texas**  
(806) 775-3000  
Ms. Lee Ann Dumbauld  
City Manager  
Project: Selection of Chief Financial Officer
- **City of Danbury, Connecticut**  
(203) 797-4511  
Mayor Mark Boughton  
Project: Selection of Director of Finance and Personnel

**A SAMPLING OF RELEVANT EXECUTIVE RECRUITMENTS**

• Addison Texas, Town of	Director of Finance & Strategic Services
• Allen, Texas	Finance Director
• Ann Arbor, Michigan	Chief Financial Officer (2)
• Bloomington, Minnesota	Chief Financial Officer
• Broomfield, CO	Budget Manager
• Charlottesville, Virginia	Finance Director
• Danbury, Connecticut	Director of Finance and Personnel
• Denton, Texas	Chief Financial Officer
• DeSoto, Texas	Assistant Director of Finance
• Fort Collins, Colorado	Finance Director
• Garland, Texas	Director of Finance
• Greenville, South Carolina	Finance Director
• Kansas City, Missouri	Director of Finance
• Lynnwood, Washington	Finance Director
• Mecklenburg County, North Carolina	Finance Director
• Missouri City, Texas	Finance Director
• Norfolk, Virginia	Director of Finance
• Port of Oakland, CA	Chief Financial Officer
• Sacramento Regional Transit District	Director of Finance
• San Marcos, Texas	Chief Financial Officer
• Sanford, Florida	Director of Finance
• Sugar Land, Texas	Chief Financial Officer
• Springfield, Ohio	Finance Director
• Sugar Land, Texas	Finance & Administrative Services Director
• Tacoma, Washington	Budget Officer
• Thornton, Colorado	Finance Director
• Virginia Beach, Virginia	Assistant City Manager/Chief Financial Officer
• Westminster, Colorado	Finance Director

# PROFESSIONAL FEES

The professional fee to conduct the recruitment is provided below. Expenses are not included in the professional fees and are billed separately as incurred. Project-related expenses are approximately \$6,000. Project related expenses include such items as: job posting and advertising fees on various web sites and classified advertising fees in printed publications; consultant travel expenses; background checks/assessments; printing and production of necessary materials such as brochures, profiles and final reports; transportation; telephone fees; shipping and postage. Travel expenses incurred by candidates for on-site interviews with the client are not the responsibility of Waters-Oldani and are handled directly by the organization.

The professional fee will be billed in four installments; 30% of the fee will be billed at the beginning of the search; 30% at the implementation of Phase II; 30% at the implementation of Phase III; and the final 10% upon acceptance of offer by the candidate.

If candidates from this recruitment process are selected for another position within your organization within one year of the close of the recruitment, a fee of 50% of the above mentioned proposal amount will be due to Waters-Oldani Executive Recruitment.

If selected for this recruitment, Waters-Oldani is willing to negotiate a not-to-exceed amount, including expenses, if requested by your organization. All questions regarding the professional fees and project-related expenses should be directed to Chuck Anderson, CEO of Waters-Oldani Executive Recruitment Division at [canderson@watersconsulting.com](mailto:canderson@watersconsulting.com) or via phone at 817.965.3911.

PHASE	DESCRIPTION OF PROFESSIONAL SERVICES	
Phase I	Task 1 – Candidate Profile Development/Advertising/Marketing (includes one day on site by Lead Consultant)	<b>\$4,000.00</b>
	Task 2 – Identify Quality Candidates	<b>\$3,400.00</b>
Phase II	Task 3 – Preliminary Screening & Initial Report to Client (includes one day on site by Lead Consultant)	<b>\$4,000.00</b>
	Task 4 – Reference Checks, Background Checks, and Academic Verifications	<b>\$3,400.00</b>
Phase III	Task 5 – Final Process/On-Site Interviews with Finalists (includes two days on site by Lead Consultant)	<b>Conducted by Client</b>
Conclusion	Acceptance of offer by candidate	
<b>TOTAL PROFESSIONAL FEES</b>		<b>\$14,800.00</b>

OPTIONAL SERVICES FOR CONSIDERATION	FEE
Additional work related to the search process and as specifically requested by the client which is outside of the scope of this project (i.e. additional onsite meetings) is additional. The fixed professional fee for this recruitment anticipates no more than four onsite consulting days with one consultant. However, we would be pleased to provide additional onsite consulting visits for our standard daily rate of \$1500 plus expenses.	\$1500.00 per day plus expenses
Video Conferencing for candidate interviews with Lead Consultant	\$600.00 per candidate



# The Mercer Group, Inc.

Consultants to Management

2603 South Oxford Drive  
Stillwater, Oklahoma 74074  
Phone 405-269-3445  
[gholland@mercergroupinc.com](mailto:gholland@mercergroupinc.com)  
[www.mercergroupinc.com](http://www.mercergroupinc.com)

February 6, 2009

Mr. Mark Roath  
City of McAlester  
First and Washington Street  
McAlester, Oklahoma 74502

Dear Mark:

The Mercer Group, Inc. is pleased to submit our Statement of Qualifications and Proposal to the City of McAlester to conduct an executive search for a new Chief Financial Officer.

I understand the unique circumstances under which you are striving to establish a quality core of leaders in the city organization. Moreover, given your understanding of The Mercer Group, this proposal is a more focused discussion of the strategy to be used to meet your needs.

My base of operation is Oklahoma which means I will be available in McAlester as you require. Pursuant to our telephone conversation, the executive search strategy presented here is designed to meet your criteria. Of course, should The Mercer Group be selected to assist with this important recruitment, I will work with you and your staff in McAlester to aggressively detail the position profile and create context for the work and living environment offered by the City of McAlester.

This letter proposal from our firm should provide you with the overview information that you need relative to our firm's qualifications to conduct an executive search for Chief Financial Officer for the City of McAlester.

## **Our Approach**

Once I have reviewed written materials provided by the City and met with you and others of your choice to determine the objectives relative to the search, I will utilize the following steps:

1. Analyze the position and draft a Position Profile.
2. Recruit for the position on primarily a regional basis.
3. Invite potential candidates to apply who meet the criteria established by the client.
4. Review and screen applications.
5. Conduct interviews and perform background checks for selected candidates.
6. Prepare a report of leading candidates with a summary of their qualifications and experience relative to the criteria in the position profile.

### **1. Position Analysis**

I will consult extensively with the City staff as well as other individuals or groups (if you wish) to determine the City's vision/mission, goals and objectives, the needs and issues, requirements of the job, and to obtain information about the environment within which the position functions. In addition, I will spend a considerable amount of time at the beginning of the process in the City of McAlester in order to determine the priorities to be met by the top candidates.

During this process, I will initiate individual interviews with key staff and others of your choice to identify expectations, perceptions, and concerns regarding the position.

Based on those meetings, I will prepare a draft position profile for review and approval by the City Manager and Human Resources Director in order to arrive at a general agreement regarding the specifications for the position. The final position profile will include information about the City of McAlester, the community, major issues to be faced, the position, and the selection criteria established. Of course, I can jointly review previous work done in this regard to possibly utilize print material already at hand.

### **2. Recruitment Process**

The Mercer Group approach always utilizes a review of our database to determine those candidates already have file who may meet the City of McAlester's specifications. Although this process is valuable, I will rely most heavily on our own contacts in the finance field and on our own experience. In other words, through "networking", I will

conduct a regional professional search and invite the best qualified candidates to apply.

I will also utilize several advertising alternatives including professional journals, national and in-state newsletters, and various minority and women's publications to encourage applicants to apply. However, to expedite the recruitment process for you as well as to save you money, I will aggressively pursue a strategy of direct contact with finance professionals through email and telephone contact. While I typically employ a specifically targeted direct mail brochure, **I will create an extensive targeted list of professionals in municipal finance and email the brochure with a brief but thorough cover letter. I have recently conducted recruitment campaigns with this strategy with better and faster response than using hard copy mail through the US Postal System.**

### 3. Resume Review

I will review and analyze each applicant's background and experience against the position description criteria.

I will acknowledge all resumes received and keep candidates informed of their status.

### 4. Candidate Screening

Criteria for the preliminary screening will be contained in the approved "Recruitment Profile". This will include such items as education, technical knowledge, experience, accomplishments, management style, personal traits, etc. Screening of candidates against those criteria will be based on data contained in the resumes and other data provided by the candidates and on our knowledge of the organizations in which they work. At this stage, each must meet the minimum qualifications specified in the Recruitment Profile.

I will be responsible for screening the applications received including telephone interaction with the prospective candidates. I will conduct interviews by telephone with references who may know the candidate's background and expertise. When feasible I will also conduct personal interviews with top candidates.

Once the initial screening is completed, I will select the prospective candidates who most closely match the established criteria. I will also request these candidates provide us, in writing, substantial information about their accomplishments and their management style and philosophy.

I will personally interview each leading candidate using various interview techniques. I will closely examine their experience, qualifications and achievements in view of the selection criteria and our professional expertise in evaluating the quality of such qualifications and achievements.

The output of this step in the process will be a report of the top candidates showing how each rates against the selection criteria. This report will be submitted to the city manager,

HR director, and others as directed for guidance prior to proceeding. One contingency here is that, should none of the candidates be approved for further evaluation, I will, of course, keep searching until the City of McAlester's needs are clearly met.

Pursuant to review by the city manager and HR director, a short list of candidates will be created for personal interviews by the City.

#### **5. Background Investigations**

As part of our process in evaluating top candidates, I make detailed and extensive reference checks. Our practice is to speak directly to individuals who are now or have previously been in a position to evaluate the candidates' job performance.

I ask each candidate to provide us with a large number of references. I then network these references to other persons who know the candidate. In this way, a thorough evaluation of each candidate is achieved. I have talked to as many as twenty-three references concerning a single finalist candidate. These references and evaluations are combined to provide frank and objective appraisals of the top candidates. I also verify past employment difficulties, if any, including any legal action filed against former employers.

As part of our evaluation process, I will verify undergraduate and graduate college degrees. Credit history reports and criminal background checks will also be provided.

#### **6. Report of Leading Candidates**

Based on the preceding steps, a recommended list of finalists for the position of City Manager will be compiled. I will prepare a written summary on each finalist. The information will cover at least the following 1) present position, 2) total years experience, 3) salary requirements, 4) education, 5) previous positions held, 6) notable projects, 7) management style, 8) skills and abilities, 9) interests, and 10) professional goals.

This information will be presented to the City in a detailed written format combined with the results of the background investigation and candidate screening. The city manager and HR director shall make the final decision on which and how many candidates will be interviewed.

Our report will be presented in a meeting with staff in which I will discuss our recommendations and provide background information.

In particular, I will explain which, if any, of the applicants specifically meet the total criteria established or whether the final group simply represents the best available talent.

Finally, I will notify all candidates not recommended for personal interview. I suggest, however, that the City directly notify all unsuccessful candidates who are interviewed. I

will keep the city manager and HR director closely informed and involved in decisions concerning the search process at all times. I will provide timely progress reports on the recruitment and specific steps to be taken to meet the City's deadlines.

Support from the City will be needed, as follows:

- Arranging interviews with the key City staff
- Providing budget, organization charts and other documents
- Point of City contact for the search
- Processing invoices for payment

Our approach is highly interactive and significantly involves the client in all important steps of the process.

### **Schedule**

Our search process normally takes about 90 days from date of approval of the Position Profile by the client. However, coupled with previous knowledge of the City of McAlester and the regional nature of the search, every effort will be made to shorten the time frame for results. Using email and telephone contact in lieu of a direct mail program can generate faster results (this will also save the City of McAlester money in the expense budget). Nonetheless, I will continue working with you until you are satisfied.

### **Firm Qualifications and Staffing**

Our firm is headquartered in the Atlanta Metropolitan area and has branch offices in areas including Dallas, Texas; Stillwater, Oklahoma; Marietta, Georgia; Sacramento, California; Raleigh, North Carolina; New England; and Santa Fe, New Mexico.

The principal consultant to be utilized for this engagement will be Mr. Gary Holland.

Gary brings over twenty-eight years of public sector experience to the management of the Oklahoma and Texas offices. Immediately prior to joining The Mercer Group he worked over seventeen years in city management addressing issues in strategic planning, downtown redevelopment, growth management, budgeting, and finance.

Mr. Holland also has consulted with cities in Oklahoma, Texas, Kansas, and Oklahoma while affiliated with ICMA's Public Technology, Inc. focusing on police, fire, and public works issues. Additionally, he participated in the Oklahoma State University county government training program and authored a variety of publications and guidebooks for elected county officers. He also collaborated to create a comprehensive program on risk management for small local governments on behalf of the USDA Cooperative Extension Service.

Gary served as a charter member of the governing board of a non-profit organization devoted to addressing problems associated with homeless populations.

He received an MBA from Oklahoma State University with an emphasis in management and finance and a bachelor of business administration degree from the University of Oklahoma.

**Code of Ethics**

Mr. Holland is a member and subscribes to the Code of Ethics of the International City and County Management Association.

**Guarantees**

I offer several guarantees of our work. The four most important are:

1. I will keep working until the placement is made.
2. I will not recruit the placement for other positions without your permission.
3. I will not recruit any of your staff for two years from the date of the placement without your permission.
4. If the selected candidate leaves your employ within the first year, I will redo the search for expenses only.

**Reasonable Fees**

Our fees to conduct a search of this type are typically \$16,500 with expenses not-to-exceed \$8000. However, with these tough economic times and reduced scope of work I am proposing a fee of \$5,500, plus out-of-pocket expenses not-to-exceed \$3,000. Since I am in close proximity to McAlester, expenses can be kept at a minimum.

Position Analysis .....	
Outreach Campaign .....	
Resume Review .....	
Candidate Screening .....	
Background Investigation .....	
<b>TOTAL FEE.....</b>	<b>\$5,500</b>

Expenses are for consultant travel, lodging and per diem, telephone, correspondence, advertising, research, sourcing, reference and background reports, and report preparation.

**TOTAL EXPENSES NOT TO EXCEED \$3,000**

The cost for final candidates to travel to McAlester for interviews is not included. Such costs are typically paid by the client on a reimbursement basis directly to the candidates. These costs are extremely difficult to estimate because they depend on where the candidates are located. Typically, out-of-state costs run about \$750 to \$1,000 per person.

The City of McAlester's liability to The Mercer Group, Inc. for services rendered under this agreement will not exceed the agreed upon price unless an increase is authorized by the City in writing.

I will submit monthly invoices for fees and expenses. It is our practice to bill one-third at the start of the search, one-third at the end of 30 days, and one-third upon successful completion of the engagement. Each invoice is due and payable upon receipt for professional services. Expenses will be billed monthly and shown as a separate figure.

I will comply with all applicable laws, rules and regulations of Federal, state and local government entities.

Our ability to carry out the work required will be heavily dependent upon our past experience in providing similar services to others, and I expect to continue such work in the future. I will, to the degree possible, preserve the confidential nature of any information received from you or developed during the work in accordance with our professional standards.

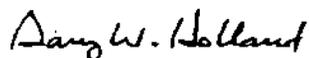
I assure you that I will devote my best efforts to carrying out the engagement. The results obtained, recommendations and any written material provided will represent my best judgment based on the information available. Our liability, if any, will not be greater than the amount paid for the services rendered.

This proposal constitutes the agreement between us. It cannot be modified except in writing by both parties. Our agreement will be interpreted according to the laws of the State of Oklahoma.

Thank you for the opportunity to present our qualifications. Please contact me at 405-269-3445 if you have questions. I look forward to hearing from you.

Sincerely yours,

THE MERCER GROUP, INC.



Gary W. Holland  
Senior Vice-President

Cc: James Mercer, President

**CITY OF MCALESTER, OKLAHOMA**

**PROPOSAL TO CONDUCT A PARTIAL SEARCH  
FOR**

**Chief Financial Officer**

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*Prepared by Robert E. Slavin on February 6, 2009*



**SLAVIN MANAGEMENT**  
**CONSULTANTS**



**SLAVIN MANAGEMENT  
CONSULTANTS**

February 6, 2009

Mr. Mark B. Roath  
City Manager  
City of McAlester  
City Hall 28 E. Washington  
McAlester, Oklahoma 74501

*Re: Partial Executive Recruitment Services for Chief Financial Officer*

Dear Mr. Roath:

Slavin Management Consultants (SMC) is pleased to submit this proposal to conduct an executive search for the next Chief Financial Officer of McAlester. The purpose of this project is to recruit, screen and recommend well-qualified candidates interested in becoming McAlester's next Chief Financial Officer. Our approach to this project will be to assist the City to develop a comprehensive position profile for the position and then to identify, recruit and present outstanding candidates who meet these criteria. Once the profile is approved by the City, we will have no difficulty identifying quality prospective candidates and becoming immediately productive. Including the time required to advertise, it is normal for this type of search to take between sixty and ninety days to complete.

As a high quality, independent management consulting firm, Slavin Management Consultants is most capable and interested in providing these services to the City. This proposal commits the highest level of our firm's resources. I will manage and serve as the primary consultant for this critical project. I am the owner and president of SMC and am among the most experienced recruiters of governmental managers in the nation. I have a strong and proven commitment to providing exceptional recruitment services to public agencies and have received many accolades supporting this work. *I have the authority to bind the corporation.* Ms. Jill Pylant, Mr. Sam Trager, Mr. Paul Wenbert and Ms. Josie Johnson will assist with the project. All are highly experienced human resources consultants.

SMC has recruited hundreds of executives for public agencies in all regions of the country, including in Oklahoma. We also have extensive experience in recruiting public finance executives. This includes placing finance executives in Albemarle County, VA; Albany, GA; Beverly Hills, CA; Branson, MO; California Housing Finance Agency Cartersville, GA; Connecticut State Treasurer; Creedmoor, NC; Dallas, TX (City Auditor); Dallas (TX) Independent School District; the Dallas Area Regional Transportation District (DART); Davenport, IA; Evanston, IL; Fort Lauderdale, FL (City Auditor); Forsyth County, GA; Fort Worth, TX (City Auditor); Georgia Regional Transportation Authority; Hennepin County, MN; Kalamazoo County, MI; Miami (FL) Off-Street Parking Authority; Montgomery County, MD; Ormond Beach, FL; Santa Monica, CA; Waco, TX and Wichita, KS.

SMC is a national firm, strategically based in Norcross, Georgia for easy access to Atlanta's Hartsfield-Jackson International Airport - the world's busiest airport. We have affiliates in Ann Arbor, MI; Dallas, TX; Hartford, CT; Key West, FL and Mesa, AZ.

Thank you for the opportunity to submit this proposal. We look forward to working with the City of McAlester on this highly challenging and very important assignment. If you have questions concerning this proposal, please contact me at (770) 449-4656.

Very truly yours,

**SLAVIN MANAGEMENT CONSULTANTS**



Robert E. Slavin, President

RES/jf

## **EXECUTIVE SUMMARY**

### *Project Background*

According to the information provided by the City, the City of McAlester, Oklahoma is soliciting interest from executive search firms interested in conducting a partial search for the position of Chief Financial Officer (City Treasurer). The scope of services required by the City is to solicit candidates, to screen candidates and present a list of qualified candidates to the City Manager. The City will, in turn, select the finalists and schedule interviews, etc.

The City recently conducted its own recruitment for this position. Unfortunately, the City did not receive sufficiently strong candidates from this effort. The salary range for the position is \$62,535 to \$87,813 per annum plus benefits.

McAlester has been without a Chief Financial Officer for more than thirty-four months. The most recent Chief Financial Officer served for only three months and left the position for personal reasons. Another recent incumbent was employed for only about two months and was terminated for failure to be bonded (a Charter requirement).

### *About Slavin Management Consultants*

Slavin Management Consultants (SMC) has completed many city/county executive searches over the years. We have significant local government recruitment experience in Oklahoma and all regions of the United States. We also have extensive experience in recruiting public finance executives. This includes placing finance executives in Hennepin County, MN; the Georgia Regional Transportation Authority; Albemarle County, VA; Ormond Beach, FL; Albany, GA; Wichita, KS; the Metropolitan Sewer District of Greater Cincinnati (OH); Cartersville, GA; Dallas, TX; Forsyth County, GA; Davenport, IA; Waco, TX; the City of Miami (FL) Off-Street Parking Authority; Santa Monica, CA; Beverly Hills, CA; Dallas (TX) Independent School District; the Dallas Area Regional Transportation District (DART) and the California Housing Finance Agency.

We use a "critical path" search process which allows our clients to focus attention on the selection process rather than on identifying, recruiting, screening and evaluating candidates. We understand that each client's need for key executives is different and that there is no "best" person for all situations. The best prospects are typically happily employed and not responding to advertisements. These people need to be found and encouraged to become candidates. They are understandably reluctant to apply for positions when their interest could become a matter of public information prior to being assured that the City of McAlester is interested in their candidacy. Our approach to this assignment will reflect the unique qualities of the City of McAlester. It will honor the interests of candidates to the extent possible under Oklahoma law.

This proposal provides an indexed and easily usable document for the City to assess the qualifications of Slavin Management Consultants to handle this critical work. It contains the following sections: a Table of Contents, Executive Summary, Project Summary, Project Schedule, Firm Qualifications and Staffing, Guarantees, Fee Structure, and an Agreement for Services. We constructed the Fee Structure to illustrate the professional time and cost of each major phase of the project. Exhibits include a sample invoice, a client list, references, our EEO/AA statement and a listing of women and minorities who we have helped place.

In considering our proposal we point out several factors about our firm and our approach that will be of significant benefit to the City:

- We are results oriented. Once the recruitment profile is approved, we "lock" into the criteria established and carefully identify, recruit and evaluate candidates who meet **your criteria**. We do not simply bring forward candidates whom we may already know.
- Our key staff members have extensive experience in conducting executive searches for the public sector throughout the nation.
- We are committed to complete client satisfaction. Our successful placement-oriented approach will ensure that the project work is practical, realistic, timely and that it has the full commitment and

support of the City so that a successful placement will be facilitated.

- We use discount airfares and leverage trips between clients whenever possible to reduce expenses to our clients.
- We are leaders in the field of executive search in the public sector and our methodologies are state-of-the-art. We can address all aspects of your assignment.
- Every search that we have conducted has resulted in a selection from our recommended group of candidates. Our experience includes large and small organizations, and chief executives and subordinate level positions. More than 95% of our placements have remained in our client's positions for more than five years.
- Our style is interactive. That is, we strive to build a partnership with our clients.
- We are experts in EEO/AA recruitment. Approximately 25% of our placements are women and/or minorities.

## **PROJECT SUMMARY**

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We recommend a five-step process as follows:

- Develop a project plan.
- Identify and recruit qualified candidates.
- Evaluate prospective candidates.
- Make recommendations, help in selection and facilitate employment.

Each step of this process is described below.

### **A. Develop the Project Plan**

We will meet with the City Manager and other municipal officials of his choosing to learn the City's needs, focus and requirements such as experience, education and training as well as preferred management style and personal traits. In developing the recruitment profile, we will come to McAlester to begin the process in order to gather necessary information about the City and to ascertain, the unique challenges of the job and the general environment within which it position functions.

Once we have gained the necessary information, we will prepare a draft recruitment profile and review it with the City to arrive at a general agreement regarding the specifications for the position. The final profile will include information about the southeast Oklahoma area, the City of McAlester, the City government, the Finance Department, major issues to be faced, the position and the selection criteria established.

### **B. Identify Qualified Candidates**

We will first review our database to find those candidates whom we may already know and/or already have on file who may meet your specifications. Although the above process is valuable, we will rely most heavily on our own contacts in related fields and on our own experience. In other words, through "networking," we will conduct a professional search for the best-qualified candidates and invite them to apply for the position. In this effort, we utilize appropriate professional organizations, our established contacts, and our knowledge of quality jurisdictions and their employees.

We will prepare and place advertisements in professional publications. We will acknowledge all resumes received and thoroughly screen all potential candidates.

### **C. Evaluate Prospective Candidates**

#### ***Preliminary Screening and Progress Report***

Criteria for the preliminary screening will be contained in the approved recruitment profile. They may include such items as education, technical knowledge, experience, accomplishments, management style, personal traits, etc. Screening of candidates against those criteria will be based on data contained in the resume and other data provided by the candidates and on our knowledge of the organizations in which they work. At this stage, each must meet the minimum qualifications specified in the recruitment profile.

We request that all candidates provide us, in writing, substantial information about their accomplishments and their management style and philosophy. This information is verified and, at the City's option, may be further tested by having the finalists respond to a supplemental questionnaire and/or complete management and leadership style inventories. We interpret these instruments for the City as well.

We will provide a progress report on a number of semifinalist candidates. These individuals will be top prospects who clearly meet the City's specifications for the position. With guidance from the City, we will narrow the semifinalist candidate group on the basis of refined criteria.

#### **D. Selection and Employment**

##### ***In-depth Screening and Final Report***

At this point, we will interview those semifinalist candidates whom the City has the greatest interest in. Proper "fit" is as important as technical ability. We assess both. In order to better assess candidates' management style and interpersonal characteristics, we personally interview each in his or her present work environment. We will closely examine each candidate's experience, qualifications, achievements, management style and interpersonal skills in view of the selection criteria and our professional expertise in evaluating the quality of such qualifications, skills and achievements.

We conduct in-depth background checks on those individuals who continue to demonstrate their overall suitability for the position. Included are detailed and extensive reference checks which cover a minimum period of ten years. In conducting these, it is our practice to speak directly to individuals who are now or have been in positions to evaluate the candidate's job performance. We ask each candidate to provide us with a large number of references. We then network these references to other persons who know the candidate. In this way, we thoroughly evaluate each candidate. These references and evaluations are combined to provide frank and objective appraisals of the top candidates.

As part of our evaluation process we conduct credit checks and verify undergraduate and graduate college degrees. We also conduct criminal history, civil court records and driving record checks.

We will then present a group of well-qualified finalist candidates for interviews in McAlester. These final candidates will not be ranked because, at this point, they will all be qualified and it will then be a matter of chemistry between the candidates and the City that should produce the final selection decision.

Our final report will be presented in writing. This report will be a comprehensive document. It will contain our candidate recommendations, details about the search, interview tips, interview questions, candidate evaluation forms and information about legal vs. illegal inquiries. The report will also contain comprehensive information about each recommended candidate. This includes educational and experience information, an evaluation of the candidate's experience relative to the criteria established by the City, a summary of reference comments and a statement of accomplishments and management style prepared by the candidate. Present compensation is also provided for each recommended candidate.

We will properly handle any and all media relations. Unless otherwise directed, it is our standard practice to tell all media that we are working on behalf of the City of McAlester and that any public statement should come from the City directly. Under no conditions will we release information to the media unless specifically directed by the City to do so.

SMC is an equal opportunity employer and recruiter, and will not discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, disability or national origin.

#### **G. Reporting**

We will keep the City informed, involved in decisions and involved in the search process. We will provide frequent progress reports to the City.

#### **H. Deliverables**

Deliverables include the recruitment brochure, the advertisement, the progress reports (written and verbal), the final report with interview tips, interview schedule, interview questions, candidate resumes, candidate evaluations, candidate writing samples, rating sheets, ranking forms, tabulation forms and appropriate/inappropriate question list and negotiated employment agreement between the City and the selected candidate.

## **PROJECT SCHEDULE**

The search process normally takes between forty-five(45) and ninety (90) days to complete and typically follows the following pattern:

STEPS		DAYS			
		1-30	30-45	45-60	60-90
1.	DEVELOP SEARCH PROCESS, RECRUITMENT PROFILE AND ADVERTISING PROGRAM FOR CITY APPROVAL	✓			
2.	IDENTIFY QUALIFIED CANDIDATES, REVIEW DATA BASE, NETWORK, RECEIVE AND REVIEW RESUMES	✓	✓		
3.	SCREEN & EVALUATE PROSPECTIVE CANDIDATES		✓		
4.	PROGRESS MEETING AND REPORT		✓		
5.	INTERVIEW AND EVALUATE PROSPECTIVE CANDIDATES		✓	✓	
6.	SUBMIT FINAL REPORT AND RECOMMENDATIONS, ASSIST IN SELECTION, FACILITATE EMPLOYMENT			✓	
7.	ESTABLISH EVALUATION CRITERIA AND FOLLOW-UP				✓

Typically, between ten and twelve semifinalist candidates are presented to the City in the progress report. Generally, about five finalist candidates are presented for interviews with the City.

## **QUALIFICATIONS AND STAFFING**

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This section presents our qualifications to conduct projects of this type and describes the staff to be assigned to the search.

### **A. Firm Qualifications**

SMC is an independent management consulting firm formed in 1986 and incorporated in the State of Georgia. We operate nationwide from our home office near Atlanta, Georgia. The principal and only stock holder of the firm is Robert E. Slavin. Mr. Slavin has extensive experience as a local government executive and as a management consultant. We have affiliates in Ann Arbor, MI; Dallas, TX; Hartford, CT; Key West, FL and Mesa, AZ.

The company provides exceptionally high-quality consulting services to state and local governments, health care providers, transit authorities, utilities, special districts, and private sector clients. Specialty practice areas include executive recruitment, pay and classification, performance appraisal systems, and organization development and training. Our key consultants have conducted successful assignments for hundreds of public sector organizations nationally and offer many references as testimony of our work.

This important engagement will be personally conducted by Mr. Robert E. Slavin. Mr. Slavin has conducted or assisted in the conduct of more than 675 successful executive searches throughout his career. Members of the proposed search team have conducted executive searches for Slavin Management Consultants as well as for others before joining the firm. All are professional public human resources practitioners with significant direct management experience. All are long-term, active members of a variety of professional organizations and stay abreast of new and changing laws, developments and trends by regularly attending specialized workshops, seminars and annual conferences.

### **B. Staffing**

#### **Robert E. Slavin, President**

Mr. Slavin will manage and serve as the lead consultant for this project. He is a pioneer in public sector and nonprofit executive search. He is among the best known and respected professional recruiters in the business. He is a frequent speaker before professional groups and he has written several articles for professional journals concerning governmental management. By special invitation, Mr. Slavin assisted the United States Office of Personnel Management to define and set up the Senior Executive Service for the Federal Government.

Mr. Slavin began his local government career in 1967. His experience includes twelve years working directly for local governments and it includes seven years as a principal consultant with the government search practice of Korn/Ferry International, the largest private sector search firm in the world. He headed the local government search practices for Mercer/Slavin, Incorporated, Mercer, Slavin & Nevins and Slavin, Nevins and Associates, Inc. Mr. Slavin now heads the executive search practice for Slavin Management Consultants. Clients include state and local governments, nonprofit and private sector businesses all over the United States. His experience includes search assignments for the 1984 Los Angeles Olympic's Organizing Committee.

Mr. Slavin's experience and qualifications include organizational analysis, classification and compensation studies, and assessment centers and human resource's systems studies.

Before being invited to join Korn/Ferry International, Mr. Slavin served as Assistant City Manager/Director of Human Resources for the City of Beverly Hills, California.

While at Beverly Hills, Mr. Slavin conducted many executive level recruitment assignments involving nationwide search and placement. Before joining the City of Beverly Hills, Mr. Slavin was the Assistant Personnel Director for the City of San Leandro, California.

Before San Leandro, Mr. Slavin was on the personnel staff of Santa Clara County, California. His assignments included recruitment, classification and selection for the County's Health Department, Medical

Center, Transportation Agency, Sheriff's Office, Superintendent of Schools, Fire Marshall, Assessor's Office, Library System and County Recorder's Office.

Mr. Slavin received his Bachelor of Science degree in Political Science from the University of Santa Clara, and has completed the graduate course work for a Master's degree in Public Administration at California State University at Hayward. He is a Certified Professional Consultant to Management by the National Bureau of Certified Consultants.

**Organizations** (Current and Past)

- International City/County Management Association
- American Society for Public Administration
- Government Finance Officers Association
- International Personnel Management Association
- IPMA - Human Relations Commission
- IPMA - Publications Review Committee
- Certified Management Consultant (National Bureau of Certified Consultants)
- Society for Human Resources Management
- Southern California Public Labor Relations Council
- Southern California Municipal Assistants
- Bay Area Salary Survey Committee

**Jill T. Pylant, SMC Consultant**

Ms. Pylant will assist Mr. Slavin with this project as he may request. She has more than 30 years experience in the field of Human Resource Management and local government administration, including eight years as a managing consultant and seven years in local government executive positions. She holds the Master of Public Administration degree. Highlights of Ms. Pylant's career include:

- Personnel Director for the fastest growing urban county in the United States, with responsibility for all personnel policies and practices for 2500 employees and a total payroll of \$50 million.
- Redesigned the total compensation package and developed a professional management structure for plan design, administration and communication for a large urban county government with 3800 employees.
- Directed many Compensation and Classification Studies. Developed job analysis methodology to identify skills, knowledges and abilities of individuals and organizational functions.
- Responsible for countywide MIS planning and operations for a fastest growing large county using two mainframe platforms and managing 43 major systems.
- Managed a Functional Job Analysis of several agencies within the South Carolina Department of Social Services to restructure jobs and reassign organizational objectives for increased efficiency. The results of the work were contributed to the National Task Bank for the Social Services developed by the W. E. Upjohn Institute as well.
- Established performance and productivity standards for more than one hundred positions, including clerical, technical and professional, in the Gwinnett County Department of Administrative Services.
- Facilitated numerous workshop group sessions to brainstorm goals and objectives, set priorities and develop team decision making skills.
- Adapted the national government's Factor Evaluation System for job classification for use in state and local government.
- Developed and conducted supervisory skills development training for local government jurisdictions in South Carolina.
- Developed and conducted training in personnel for county government elected officials in Georgia.
- Set up a pay-for-performance system in a large county government.
- Managed employee "quality circles" group in the modification of performance appraisal system as well as the development of new leave policies.

**Organizations**

- International Foundation of Employee Benefits Plans
- American Society for Public Administration (held national, state and local offices)

- International City Management Association (served on a national committee)
- Georgia Local Government Personnel Association
- World at Work

**Sam Trager, CCP, CBP, SMC Senior Consultant**

Mr. Trager has more than 18 years of progressively responsible public sector human resources experience. Most recently, Sam served as Human Resources Director of Hall County, Georgia, where he oversaw the functions of recruitment, compensation and benefits, employee relations, risk management, and organizational development. Before accepting the position with Hall County, he served as Compensation and Benefits Administrator for Athens-Clarke County Government for some five years and, prior to that, he held a similar position with the Gainesville-Hall County Human Resources Department. He has taught for the Terry College of Business at the University of Georgia, instructing students in total compensation management, and has also conducted HR related training for the Carl Vinson Institute and the Georgia Local Government Personnel Association. From 1988 to 1991, Sam previously worked as a consultant with SMC.

A graduate of Mercer University, Sam holds an undergraduate degree in Political Science and a Master of Business Administration. He is also a certified professional in Compensation and Benefits through World at Work (the American Compensation Association).

Highlights of Mr. Trager's career include:

- With Hall County, conducted nationwide recruitments for 11 department directors to include, Public Works, Planning, Parks and Recreation, Fire, IT, Purchasing and Central Communications (911).
- Maintained Compensation and Classification systems to include conducting annual surveys, re-writing/updating all class specifications and making budget recommendations to management for implementation.
- Oversaw the development and implementation of an individualized pay-for-performance system for 1300 employees.
- Transitioned Hall County from a fully insured health insurance plan to a partially self-insured plan saving Hall County in excess of \$1,000,000.
- Proposed and implemented a self-insured dental and short-term disability program. The self-insured short-term disability program saved over \$300,000 per year. Designed, developed and gained approval for a random drug testing program for safety sensitive employees to supplement post-accident and post-offer drug testing.
- Designed and administered an early retirement program that was accepted by 66% of eligible employees.
- Designed and gained approval of a transitional pay program for employees on military leave.
- Oversaw the development of comprehensive training program to include an eight-module management training program, customer service program and time management.

**Organizations**

- Society for Human Resource Management
- International Personnel Management Association
- Georgia Local Government Personnel Association
- World at Work

**Paul Wenbert, SMC Western Regional Manager**

Mr. Wenbert has more than thirty years of professional local government experience including twenty-four years of executive level experience with twelve of those years as a city manager. Mr. Wenbert joined Slavin

Management Consultants in 2007 as Western Regional Manager. He is headquartered in Mesa, Arizona. Most recently, Mr. Wenbert completed seven years of service as Deputy City Manager of Mesa. His career highlights include nine years as City Administrator for Newton, Iowa; four years as Village Manager for Villa Park, Illinois and four years as Assistant City Manager for Ames, Iowa. Early in his career Mr. Wenbert served as an administrative intern for Fort Wayne, Indiana and Marion, Indiana and as an administrative intern for Mesa, Arizona.

Mr. Wenbert earned his Masters in Public Administration degree from Arizona State University and his Bachelor of Science degree From Indiana University. He is also an ICMA Credentialed Manager.

His career highlights include:

- Chaired **Keep Maytag In Newton Task Force** which facilitated retention of more than 2,000 jobs and addition of 440 jobs and \$41 million of investment
- Instituted Productivity Improvement Programs in Newton, Iowa and Villa Park, Illinois resulting in over \$3 million of savings
- Negotiated revised 28E agreement with twelve local governments for regional landfill operated by City of Newton and involved in many other intergovernmental relations activities in Newton, Villa Park and Mesa, Arizona
- Supervised city departments with \$470 million budget and 1,100 employees in Mesa, Arizona, Iowa
- Directed \$80 million five-year Capital Improvements Program budget in Ames
- Served as chief negotiator on collective bargaining team for police, fire and blue collar union negotiations in Ames
- Worked for the City of Mesa during the time period when it was the fastest growing community in the United States and was involved with many growth issues such as infrastructure planning and financing, interstate interchange decisions and allocating resources equitably to newly developed and existing areas of the community
- Designed and administered first personnel and wage classification system for City of Marion, Indiana
- In all positions enhanced citizen connection to city government through various methods including citizen-based strategic planning, citizen focus groups, regular community attitude surveys, citizen academies and providing highlights of items on Council agenda
- In all positions improved staff team-building through city-wide staff development and training and city-wide committee work assignments
- Served as Vice-President of International City/County Management Association
- Served as President of Iowa City/County Management Association
- Received ICMA Program Excellence Award for Collaborative Children and Youth Initiatives
- Received Greater Newton Area Chamber of Commerce Key Award for Chairing **Keep Maytag In Newton Task Force**

#### **Organizations**

- ICMA (Past Executive Board Member and Chair of the Endowment Fund))
- Iowa City/County Management Association (Past President)

**Josie Johnson, President - JC Johnson Company, Dallas, Texas**

Ms. Johnson will assist in networking for and recruiting qualified candidates for this search who do not typically respond to advertisements. The J C Johnson Company is an executive search firm specializing in the placement of executives for Fortune 500 corporations and public sector organizations nationwide. Established in 1991, the J C Johnson Company is a certified minority/woman owned enterprise.

Our consultants have successfully placed more than 120 applicants, including minorities, women and physically challenged executives. The J C Johnson Company is based in Dallas, Texas with affiliates in Atlanta Georgia, Houston, Texas and Chicago, Illinois.

As President of J C Johnson Company, Ms. Johnson offers more than fifteen years of successful recruitment experience. Her background includes experience as a consultant with an international executive search firm, as a director of recruiting for a national corporation with budget responsibilities of \$600,000+ and as director of human resources for an international corporation with one thousand (1000) employees. Ms. Johnson received a Bachelor of Arts in Psychology with a minor in Personnel Administration from the University of Texas.

Ms. Johnson is active in various professional and community organizations, which enhance her networking abilities. Those organizations include American Society of Personnel Administrators, National Association of Executive Recruiters, National Association of Female Executives, Society for Human Resource Management, Dallas Human Resource Management, Dallas Black Human Resources Association, Chamber of Commerce, Black Chamber of Commerce, NAACP, Alpha Kappa Alpha Sorority, University of Texas Ex-Student Association Life Member and a Dallas Urban League Board Member.

Ms. Johnson's career experience includes successful placement of unique and difficult job opportunities, as well as minority, female and physically challenged executives. Ms. Johnson has managed and successfully completed multiple-site recruitment projects. She routinely provides direct strategic planning for various positions within corporate structures. Ms. Johnson is sensitive to diversity issues and experienced in providing a qualified pool of minority candidates based upon criteria and skills specific to each project. Ms. Johnson is able to provide salary surveys as requested by the Client. She has also presented numerous workshops including "Move Your Career Forward" and "How to Effectively Develop an Internal System for Contract Employees."

## **GUARANTEES**

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We provide a comprehensive set of assurances and guarantees to our executive recruitment clients that include:

- We are committed to excellence. We guarantee the highest quality of work and its success in your environment. To accomplish this, we will continue to work with the City until the City is satisfied with the candidates and a satisfactory candidate is selected and accepts employment.
- We guarantee our work and will redo the search if the position is vacated, for any reason, within one year of the employment date of a candidate selected by the City through our efforts.
- We will never actively recruit any *candidate who we have placed* nor will we actively recruit any *employee* from a client organization for at least two years from the completion date of an assignment.

## **FEE STRUCTURE**

### **Professional Fees**

Our fees are based on a rate schedule that reflects the experience of the individual assigned. We use a flat fee rate schedule. Therefore, there are no project limitations based on annual salary. For this assignment we are proposing to use only consultants who have specific experience on similar assignments for other clients. We will use senior consultants where appropriate and to reduce the overall cost. We will use staff consultants when feasible. The following tables show the level of involvement by project step and cost.

<b>PROJECT COSTS</b>					
<b>STEPS</b>	<b>ASSIGNED HOURS (Approximate)</b>			<b>RATE (Hr)</b>	<b>FEES</b>
	<b>Project Manager</b>	<b>Consultant</b>	<b>Total</b>		
1. Project Planning/Develop Position Profile/ Prepare and Place Advertising	24		24	80	\$1,920
2. Identify & Recruit Candidate/Acknowledge Resumes	30		30	80	\$2,400
		35	35	40	\$1,400
3. Preliminary Candidate Screening	12		12	80	\$960
		4	4	40	\$160
4. Progress Report to City/Reduce Candidate Pool	8		8	80	\$640
		8	8	40	\$320
5. In-depth Candidate Evaluation (includes on-site consultant interviews with semi-finalist candidates)	32		32	80	\$2,560
		16	16	40	\$640
6. Prepare and present Final Report	8		8	80	\$640
		16	16	40	\$640
<b>TOTAL HOURS</b>	114	79	193		
<b>TOTAL COSTS</b>					<b>\$12,280</b>

### **Expenses**

**Consultant Travel Costs:** The client pays direct cost for all necessary consultant travel using coach or, when available, lower air rates, corporate hotel rates at moderately priced properties (Holiday Inn or equivalent), rental cars, using the corporate discount and normal meals. Client controls these costs in the following ways: (1) when appropriate, consultants will accomplish multiple purposes when traveling and will allocate costs to multiple clients; and (2) the client pre-approves all work plans including all consultant (and candidate) travel.

**Office Costs Include:** Telephone (\$350 flat fee, billed in two installments), FAX, postage, messenger, copier, and clerical costs.

**Average Advertising Costs:** Normally about \$2,500. Client controls these costs because the advertising program will be approved by the City prior to implementation.

Expenses for the executive search project described in this proposal **will not exceed 50%** of the professional fee (\$6,140). Therefore, the total cost for this project **will not exceed \$18,420**. The cost for final candidates to travel to McAlester for interviews is not covered by this proposal. Such costs are typically paid by the City on a reimbursement basis, directly to the candidates, and controlled through the City's prior approval of the

finalist candidates. These costs vary depending on candidate location, espousal involvement, time required for candidates to be in McAlester, etc. For budgeting purposes, an average cost of between \$450.00 and \$650.00 per candidate would be appropriate. About five candidates are normally recommended for interviews.

Should the City's needs result in additional project scope that significantly increases consultant travel and/or advertising costs, it may be necessary to increase the expense budget for the project.

Your liability to Slavin Management Consultants for services rendered under this agreement will not exceed the agreed upon price unless an increase is authorized by you in writing.

We will submit monthly invoices for fees and expenses. It is our practice to bill 30% at the start of the searches, 30% at the end of thirty days, 30% at the end of sixty days, and the remaining 10% shortly after the time the new Chief Financial Officer accepts employment with the City. Each invoice will be payable upon receipt for professional services.

Expenses will be billed in addition and shown as a separate figure. Attached is a pro-forma invoice showing the level of accounting detail we will provide.

We will comply with all applicable laws, rules, and regulations of federal, state, and local government entities.

Our ability to carry out the work required will be heavily dependent upon our experience in providing similar services to others, and we expect to continue such work in the future. We will, to the degree possible, preserve the confidential nature of any information received from you or developed during the work in accordance with our professional standards.

We assure you that we will devote our best efforts to carrying out the engagements. The results obtained, our recommendations, and any written material provided by us will represent our best judgment based on the information available to us. Our liability, if any, will not be greater than the amount paid to us for the services rendered.

This proposal constitutes the agreement between us. It cannot be modified except in writing by both parties. Our agreement will be interpreted according to the laws of the State of Oklahoma.

GERALD PLOCK ASSOCIATES



GERALD PLOCK  
ASSOCIATES

**Request for Qualifications  
Executive Search for Chief Financial Officer**

**City of McAlester, OK  
February 12, 2009**

**Submitted by:  
Gerald Plock Associates Inc.  
101 E Park Blvd, Ste 600, Plano, TX 75074**

7501 Stallion Circle • Flower Mound, Texas 75022-6089

817-464-4610 PH • 817-464-4061 FAX

[grplock@aol.com](mailto:grplock@aol.com)

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

Gerald Plock

## Consultants in Executive Search

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February 9, 2009

Mark Roath, City Manager  
City of McAlester  
28 E. Washington  
McAlester, OK 74501

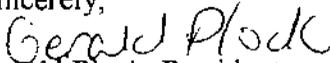
Dear Mr. Roath and Members of the Selection Committee,

Thank you for inviting us to submit a proposal for executive search services to the City of McAlester, OK in the search for a new Chief Financial Officer.

This proposal contains an outline of our qualifications, staff biographies, past assignments and samples of our work. Gerald Plock would serve as your primary contact and personally conduct the Chief Financial Officer search for the City of McAlester. Mr. Plock is among the most experienced executive recruiters that specialize in the municipal executives in the country. Mr. Plock has successfully conducted a large number of search assignments in a wide range of municipal and county organizations.

If you have any additional questions or concerns regarding any of our materials, please call me at (866) 748-7704. We would be pleased to meet with you and discuss the recruitment process in person. Additionally, we would be happy to give you excellent references that can testify to the quality and thoroughness of our work.

Sincerely,

  
Gerald Plock, President  
Gerald Plock Associates, Inc.

Gerald Plock

# Consultants in Executive Search

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## **Firm Data**

Gerald Plock Associates, Inc. is one of the nation's leading executive search firms that specializes in the recruitment of executives, middle management and technical personnel in the public sector. The firm is headquartered in Plano, Texas. Prior to establishing his own executive recruitment firm in 2000, Mr. Plock served as Vice-President of Executive Recruitment Services and a member of the Board of Directors for The PAR Group (1988-2000) and was based in Chicago. Upon completing his graduate studies, Mr. Plock was recruited to serve on the City Managers staff of the City of Phoenix, AZ. The City of Phoenix has won wide recognition as being among the "best -run municipalities in the world".

Gerald Plock's professional career has focused on executive search and recruitment, specializing in local government. He has been an executive recruiter for 18+ years. Mr. Plock has broad executive search experience and has been involved in several hundred recruitments for cities, counties, special districts, non-profit organizations and public authorities. Mr. Plock is an active member of the International Association of Corporate and Professional Recruiters (IACPR), and meets on an ongoing basis with leading executive search firms around the world to exchange information about trends, technology and best practices. He is also a member of the International City/ County Management Association (ICMA) and The Society of Human Resource Management (SHRM). Mr. Plock is also a member of the Texas City/County Management Association and the Texas Municipal League.

Wendy Lewis, Recruitment Assistant, will manage sourcing letters, advertising placement, education/credit/criminal checks and daily administrative tasks. Ms. Lewis has a background in business administration and marketing and has worked

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closely with Mr. Plock on a wide variety of executive search assignments since 2000. She holds a Bachelors of Business Administration Degree from the University of North Texas.

## **Scope of Work**

### **Profile Ideal Candidate-Position Specification**

We utilize a proven recruitment methodology developed and refined over many years. Our recruitment process is designed to provide you with outstanding candidates from which to select your candidates.

The successful recruitment of the position will require a thorough understanding of the unique characteristics and culture of McAlester. In order to gain this understanding, we begin by meeting with the Mayor, City Manager/Council, Department Heads or others (such as employees, citizens, business groups and other government officials) designated by you to discuss the qualifications of the "ideal" candidate (i.e. education, experience and background, technical expertise, leadership/management style and personal values) desired for the Chief Financial Officer position. In addition, we will want to better understand some of the challenges facing the City of McAlester. It is important to also discuss your expectations regarding compensation, relocation and related issues. Often, clients ask us to make a recommendation on compensation based on current market conditions.

## **Targeting Candidates**

Using the position profile as a guide, we will create a list of organizations where highly qualified candidates are likely to be found. For example, this might include a

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list of municipalities of comparable size and complexity to McAlester. Then, we will assemble an extensive list of names utilizing our professional network, in-house database and on-line resources. We will distribute the recruitment profile to potential candidates and key sources and follow up personally by telephone and email. Many top candidates are no doubt happy in their present positions and may not be actively looking and probably not respond to a "classified advertisement." Many of these individuals will, however, react favorably to a call from us and either sends us a resume for consideration or the name of a recommended candidate working elsewhere that meets the qualification criteria.

We conduct our recruitments in a fair and open manner. We subscribe to the code of ethics and professional practice guidelines set by key professional associations such as the International Association of Corporate and Professional Recruitment and the Association of Executive Search Consultants. We are proactive in the development of **diverse** pools of candidates for all of our clients and have an outstanding reputation with respect to diversity recruitment.

### **Advertising Campaign and Recruitment**

Based on the above position analysis, we will develop and implement an advertising campaign designed to reach the best-qualified candidates. We will provide you with a recommended list of publications depending on the position i.e. ICMA, Nations Cities and other various trade publications for review prior to advertising. We will also recommend several on-line job-listing services. In addition, the listing will be placed on the Gerald Plock Associates, Inc. website at

<http://www.geraldplockassoc.com>.

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## **Communication**

During the course of this search, we will keep you informed of our progress through regular updates. We will also ask for your assistance throughout the search. We will likely need to contact you and other members of the selection team as the search progresses. If you or anyone with the City Council becomes aware of a potential candidate for the position, that individual should be referred to Gerald Plock Associates, Inc. We will handle all correspondence on behalf of the City. We will acknowledge all resumes for the position and keep applicants informed of their status. We will also maintain the confidentiality of candidates to the maximum extent allowed under Oklahoma employment laws.

## **Narrow Focus**

We will approach the best-qualified potential candidates with the City of McAlester opportunity. Once mutual interest is established, we will evaluate the candidate's background, accomplishments, management style and interpersonal skills through in-depth telephone interviews. We are highly skilled in candidate assessment and are recognized for the thoroughness and quality of our work. All resumes will be screened against the qualification criteria in the recruitment profile.

After we have completed our preliminary screening, we will prepare for the Mayor/City Manager/Council a report that will be useful in comparing the relative strengths of each candidate, along with their salary expectations, ability to relocate and other critical issues. We will review this report with you in person or via conference call. Typically, the City is able to narrow the pool of candidates even further based on our report. If, for some reason, the City is not satisfied with the candidate pool generated, we will continue our recruiting efforts. Of course, it is in

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everyone's best interest to complete this search in a timely manner and we will endeavor to do so.

### **Candidate Assessment**

We will assist the City of McAlester in the thorough assessment of the leading candidates. We will, at your direction, meet face- to- face with the leading candidate to corroborate our initial assessment and produce an in-depth written report for the City Manger and City Council. We will conduct detailed reference checks to ensure that there are no "surprises". We will also complete a background check, which includes degree verification, felony court records check, driving history and credit check. We will also conduct a print media search. If desired, we will administer a recognized instrument that is useful in assessment of a candidate's management style, personality traits, and interpersonal/communication skills.

### **Conduct Interview Process**

We will be present to personally facilitate the finalist's interviews with the City of McAlester. We will prepare an interview booklet containing a summary of each finalist, suggested questions, reference report and evaluation forms. We will also advise, upon consultation with the appropriate City personnel, regarding inappropriate questions.

Prior to extending an offer, we will complete final reference checks, including the final candidate's current employer.

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## **Negotiate Offer**

We have extensive experience and will assist you in negotiating the terms of employment with the successful candidate. We will serve as a liaison in discussing offers and counteroffers with the selected candidate and can assist you in drafting a letter of agreement that includes salary, fringe benefits and performance evaluation procedure and criteria.

## **Budget**

Our fee to conduct a nationwide recruitment for the City of McAlester, Oklahoma Chief Financial Officer recruitment is \$13,500 for professional services and approximately \$7,500 for reimbursable expenses excluding advertising costs.

Long distance will be charged on a flat fee basis (\$900) in two installments and is included in the budget above.

Expenses include recruiter travel, lodging, reasonable meals, correspondence, postage, document preparation, shipping, copying, background checks (up to five candidates), management assessment materials and printing.

We will conduct additional background checks for additional candidates based on direct costs.

This amount does not include the travel costs of candidates to interview with the City of McAlester Officials. We will submit monthly statements to the City of McAlester for fees and expenses along with receipts. We bill one-third of the professional fee at the start of the search, one-third at the end of thirty days, and one-third following our submission of the final report. Either party has a right to cancel the contract and

## Consultants in Executive Search

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must due so in writing. Our liability, if any, will not be greater than the amount paid to us for the services rendered. Should any individual we present on this assignment by employed by the City of McAlester for a position other than the Finance Director position, a separate professional fee of 50% will be payable to Gerald Plock Associates, Inc. upon employment. The City of McAlester is responsible for the payment of professional fees and expenses up to that point in the search process.

### References

You may contact any of the following clients for references on the executive recruitment work for Gerald Plock Associates Inc.

#### **City of Brighton, Michigan**

Dana Foster, City Manager, 810-499-1544  
200 North First St.  
Brighton, MI 48116  
Police Chief and Community Development Planning Manager Recruitments  
Both searches were successfully completed in June 2005.

#### **City of Phoenix, Arizona**

Wylie Bearup, City Engineer  
200 W. Washington St. 7<sup>th</sup> Floor  
Phoenix, AZ 85003  
602-495-7274  
City Engineer Recruitment

#### **City of San Antonio, TX**

Maggie Gonzales, Executive Assistant 210-207-6375  
111 Plaza de Armas  
San Antonio, TX 78207  
Director of Cultural Affairs, City Engineer, City Attorney, Development Services

Gerald Plock

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Director Recruitments, Chief of Police

**Metropolitan Nashville Davidson County, TN**

Sonny Lyons, Human Resources, 615-862-6640 (x25499)  
222 Third Avenue North,  
Nashville, TN 37201  
Director of Parks and Recreation Search

Council Chambers  
Municipal Building  
February 10, 2009

The McAlester Airport Authority met in a special session on Tuesday, February 10, 2009, at 6:00 P.M. after proper notice and agenda was posted February 6, 2009.

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

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

- **Approval of the Minutes from the January 27, 2009, Regular Meeting of the McAlester Airport Authority.** *(Cora Middleton, City Clerk)*
- **Confirm action taken on City Council Agenda Item C regarding the Claims for the period of January 27, 2009 through February 10, 2009.** *(Sherry Alessi, Assistant Chief Financial Officer)* In the amount of: \$2,928.61.
- **Confirm action taken on City Council Agenda Item 6 regarding approving a supplemental agreement (change order) to the existing contract with KATCON, Inc. for construction of AIP Project 3-40-0057-009-2008 at McAlester Airport.** *(George Marcangeli, City Engineer/Public Works Director)*

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

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

Chairman Priddle declared the motion carried.

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

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

Chairman Priddle declared the motion carried.

ATTEST:

\_\_\_\_\_  
Kevin Priddle, Chairman

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

Council Chambers  
Municipal Building  
February 10, 2009

The McAlester Public Works Authority met in a special session on Tuesday, February 10, 2009, at 6:00 P.M. after proper notice and agenda was posted February 6, 2009.

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

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

- **Approval of the Minutes from the January 27, 2009, Regular Meeting of the McAlester Public Works Authority.** *(Cora Middleton, City Clerk)*
- **Confirm action taken on City Council Agenda Item C regarding the Claims for the period of January 27, 2009 through February 10, 2009.** *(Sherry Alessi, Assistant Chief Financial Officer)* In the amount of \$60,274.61.
- **Confirm action taken on City Council Agenda Item 4 regarding the approval of an Ordinance relating to the City of McAlester Sales Tax; amending Ordinance No. 2144 relating to the purpose of the One Percent Sales Tax approved at an election held on May 14, 2002; ratifying and approving the expenditures by the McAlester Public Works Authority.** *(William Ervin, City Attorney)*
- **Confirm action taken on City Council Agenda Item 5 regarding a standard Contract for Engineering Services and a Work Order with Mehlburger Brawley for professional engineering services on two (2) Economic Development Fund water and sewer extension projects in southeast McAlester.** *(George Marcangeli, City Engineer/Public Works Director and David Medley, Utility Director)*
- **Confirm action taken on City Council Agenda Item 7 declaring certain City equipment and vehicles as surplus property and authorize the City Manager to hold an auction to sell said items.** *(Mark Roath, City Manager)*

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

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

Chairman Priddle declared the motion carried.

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

AYE: Trustees Wilkinson, Garvin, Mason, Fiedler & Chairman Priddle

NAY: None

Chairman Priddle declared the motion carried.

ATTEST:

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Kevin Priddle, Chairman

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Cora Middleton, Secretary

Council Chambers  
Municipal Building  
January 29, 2009

The McAlester Retirement Trust Authority met in special session on Thursday, January 29, 2009, at 6:00 P.M. after proper notice and agenda was posted January 27, 2009.

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

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

- **Approval of the Minutes from the December 23, 2009, Regular Meeting of the McAlester Retirement Trust.** *(Cora Middleton, City Clerk)*
- **Approval of Retirement Benefit Payments for the period of February, 2009.** *(Sherri Alessi, Assistant Chief Financial Officer)* In the amount of \$39,198.45.

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

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

Chairman Priddle declared the motion carried.

There being no further business to come before the Authority, Mr. 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 & Chairman Priddle  
NAY: None

Chairman Priddle declared the motion carried.

ATTEST:

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Kevin E. Priddle, Chairman

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Cora Middleton, Secretary