



McAlester City Council

NOTICE OF MEETING

Regular Meeting Agenda

Tuesday, March 24, 2009 – 6:00 pm
McAlester City Hall – Council Chambers
28 E. Washington

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

This agenda has been posted at the McAlester City Hall, distributed to the appropriate news media, and posted on the City website: www.cityofmcalester.com 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

- *Charles Neff, First United Methodist Church*

ROLL CALL

CITIZENS COMMENTS ON NON-AGENDA ITEMS

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

CONSENT AGENDA

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

- A. **Approval of the Minutes from the February 24, 2009, Regular Meeting of the McAlester City Council.** *(Cora Middleton, City Clerk)*
- B. **Approval of the Minutes from the March 10, 2009, Regular Meeting of the McAlester City Council.** *(Cora Middleton, City Clerk)*
- C. **Concur with Mayor's appointment of Lee Anderson to the McAlester Economic Development Service, Inc. Board for the term that expires December, 2011.** *(Kevin E. Priddle, Mayor)*
- D. **Concur with Mayor's reappointment of Clyde Pigg to the Fire Protection Board of Appeals for the term that expires September, 2011.** *(Kevin E. Priddle, Mayor)*
- E. **Concur with Mayor's appointment of Gerald Dunn to the Fire Protection Board of Appeals for the term that expires September, 2011.** *(Kevin E. Priddle, Mayor)*
- F. **Concur with Mayor's appointment of Cory Richards to the Fire Protection Board of Appeals for the term that expires September, 2011.** *(Kevin E. Priddle, Mayor)*
- G. **Concur with Mayor's appointment of Randy Saunier to the Fire Protection Board of Appeals for the term that expires September, 2011.** *(Kevin E. Priddle, Mayor)*
- H. **Concur with Mayor's appointment of Steve Shoup to the Fire Protection Board of Appeals for the term that expires September, 2011.** *(Kevin E. Priddle, Mayor)*
- I. **Approval of Claims for March 11, 2009 through March 24, 2009.** *(Sherry Alessi, Assistant City Financial Officer)*

ITEMS REMOVED FROM CONSENT AGENDA

PUBLIC HEARING

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

- **Consider, and act upon, an Ordinance amending General Zoning Ordinance No. 1843 (1989) and accompanying map by rezoning Lots 11 thru 22 in Block 29, South McAlester; and West 150' of the South 40' of vacated Buchanan Avenue to Strong Boulevard; and 20' of closed alley from Lots 11 thru 16 and 17 thru 22 in Block 29, South McAlester, Pittsburg County from R1-B (Single-Family Residential) to H-1 (Health Facilities).** *(Pete Stasiak, Planning and Community Development Director)*
- **Consider, and act upon, an Ordinance amending the Code of Ordinances, Chapter 2, Article VII, amending Section 2-273 related to Competitive Bidding; providing for a Severability Clause; and Declaring an Emergency.** *(Mark B. Roath, City Manager)*

SCHEDULED BUSINESS

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

Executive Summary

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

- 2. **Consider, and act upon, an Ordinance amending General Zoning Ordinance No. 1843 (1989) and accompanying map by rezoning Lots 11 thru 22 in Block 29, South McAlester; and West 150' of the South 40' of vacated Buchanan Avenue to Strong Boulevard; and 20' of closed alley from Lots 11 thru 16 and 17 thru 22 in Block 29, South McAlester, Pittsburg County from R1-B (Single-Family Residential) to H-1 (Health Facilities). (Pete Stasiak, Planning and Community Development Director)**

Executive Summary

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

- 3. **Consider, and act upon, an Ordinance amending the Code of Ordinances, Chapter 2, Article VII, amending Section 2-273 related to Competitive Bidding; providing for a Severability Clause; and Declaring an Emergency. (Mark B. Roath, City Manager)**

Executive Summary

This agenda item involves revisions to Section 2-273 of the McAlester Code of Ordinances related to competitive bidding.

- 4. **Consider, and act upon, amending the February 10, 2009 list of City equipment and vehicles declared surplus property and include a 1990 Ford Bucket Truck. (Mark B. Roath, City Manager)**

Executive Summary

This agenda item involves adding this equipment to the February 10, 2009 list of equipment and vehicles declared surplus property.

- 5. **Consider, and act upon, a request by Parent's Club, Inc., for the City to furnish them, at no-charge, a roll-off container and collection service for an unspecified period. (John Browne, Councilmember)**

Executive Summary

This agenda item involves a request by Parent's Club, Inc., for a roll-off container and collection service.

- 6. **Consider, and act upon, authorizing the Mayor to sign an extension of the Oklahoma Highway Safety Office Project Renewal Request to fund traffic enforcement and purchase of four radar units at a total cost of \$30,000. (Jim Lyles, Police Chief)**

Executive Summary

This agenda item involves a grant extension to fund traffic enforcement overtime and purchase of four radar units under the Oklahoma Highway Safety Office Program.

- 7. **Consider and act upon, authorizing the Mayor to sign a Master Services Agreement, including Addendums One thru Four, with Southwestern Bell Telephone d/b/a AT&T Oklahoma for E-911 System upgrades. (Jim Lyles, Police Chief)**

Executive Summary

This agenda item involves an agreement to upgrade the 911 System to allow for video, photo and text at a cost of \$184,000.

NEW BUSINESS

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

CITY MANAGER'S REPORT

REMARKS AND INQUIRIES BY CITY COUNCIL

RECESS COUNCIL MEETING

CONVENE AS McALESTER AIRPORT AUTHORITY

Majority of a Quorum required for approval

- **Approval of the Minutes from the March 10, 2009, Regular Meeting of the McAlester Airport Authority.** *(Cora Middleton, City Clerk)*
- **Confirm action taken on City Council Agenda Item L regarding the Claims for the period of March 11, 2009 through March 24, 2009.** *(Sherry Alessi, Assistant Chief Financial Officer)*

ADJOURN MAU

CONVENE AS McALESTER PUBLIC WORKS AUTHORITY

Majority of a Quorum required for approval

- **Approval of the Minutes from the March 10, 2009, Regular Meeting of the McAlester Public Works Authority.** *(Cora Middleton, City Clerk)*
- **Confirm action taken on City Council Agenda Item L regarding the Claims for the period of March 11, 2009 through 24, 2009.** *(Sherry Alessi, Assistant Chief Financial Officer)*
- **Confirm action taken on City Council Agenda Item 4 regarding amending the February 10, 2009 list of City equipment and vehicles declared surplus property and include a 1990 Ford Bucket Truck.** *(Mark B. Roath, City Manager)*
- **Confirm action taken on City Council Agenda Item 5 regarding a request by Parent's Club, Inc., for the City to furnish them, at no-charge, a roll-off container and collection service for an unspecified period.** *(John Browne, Councilmember)*

ADJOURN MPWA

CONVENE AS McALESTER RETIREMENT TRUST AUTHORITY

Majority of a Quorum required for approval

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

ADJOURN MRTA

RECONVENE COUNCIL MEETING

ADJOURNMENT

CERTIFICATION

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

Cora M. Middleton, City Clerk

Council Chambers
Municipal Building
February 24, 2009

The McAlester City Council met in regular session on Tuesday, February 24, 2009, at 6:00 P.M. after proper notice and agenda was posted, February 20, 2009, at 4:00 P.M.

CALL TO ORDER

Mayor Priddle called the meeting to order.

INVOCATION & PLEDGE OF ALLEGIANCE

- **Vice-Mayor Buddy Garvin**

ROLL CALL

Council Roll Call was as follows:

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

Absent: None

Presiding: Kevin E. Priddle, Mayor

Staff Present: Mark Roath, City Manager; George Marcangeli, City Engineer/Public Works
Director; William J. Ervin, Jr., City Attorney and Cora Middleton, City Clerk

CITIZENS' COMMENTS ON NON-AGENDA ITEMS

None

CONSENT AGENDA

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

- Approval of the Minutes from the January 29, 2009, Special Meeting of the McAlester City Council. (Cora Middleton, City Clerk)**
- Approval of the Minutes from the February 4, 2009, Special Meeting of the McAlester City Council. (Cora Middleton, City Clerk)**
- 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)* In the amounts of: General Fund - \$199,683.35; Parking Authority - \$255.31; Nutrition - \$ 790.68; C.O.P.S./Grant - \$6,000.00; Airport Grant - \$721.81; Educational Fund - \$54,619.96; SE Expo Ctr/Tourism Fund - \$12,345.90; E-911 - \$3,375.86; Economic Development - \$15,416.67; Dedicated Sales Tax - \$8,537.97 and CIP Fund - \$40.17.

Mayor Priddle requested that item "E" be removed for separate consideration. There were no other items removed.

Councilman Condit moved to approve Consent Agenda items "A through D and F". The motion was seconded by Councilman Browne.

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

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

Mayor Priddle declared the motion carried.

ITEMS REMOVED FROM CONSENT AGENDA

- 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)*

Councilman Condit moved for approval of the appointment of Kenny Edwards to the McAlester Economic Development Service Board for a term to expire June, 2011. The motion was seconded by Councilman Wilkinson.

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

AYE: Councilman Condit, Browne, Wilkinson, Garvin, Mason & Fiedler
 NAY: None
 ABSTAIN: (counted as a no) Mayor Priddle

Mayor Priddle declared the motion carried.

SCHEDULED BUSINESS

- 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.

Mayor Priddle explained that this item had been tabled from the previous meeting. He stated that tabling the item had allowed for a meeting of the City Attorney, City Manager, Councilman Mason, himself and bond counsel Allen Brooks. He added that the Council had canceled the April 7th election by rescinding the resolution that authorized it. Mayor Priddle stated that this would give time for the two attorneys, at least thirty (30) days, to work up new language. He then asked for a motion and second to remove this item.

Councilman Mason moved to remove item one (1) from consideration. The motion was seconded by Councilman Fiedler.

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

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

NAY: None

Mayor Priddle declared the motion carried.

Mayor Priddle explained that the next agenda item required a Public Hearing and he asked for a motion to open the Hearing.

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.

Councilman Wilkinson moved to open the Public Hearing, seconded by Councilman Fiedler.

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

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

NAY: None

Mayor Priddle declared the motion carried, and the Public Hearing was opened at 6:06 P.M.

There were no comments made regarding the Ordinance by the audience or the Council.

Councilman Condit moved to close the Public Hearing. The motion was seconded by Councilman Browne, and the vote was taken as follows:

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

Mayor Priddle declared the motion carried and the Public Hearing was closed at 6:07 P.M

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.

ORDINANCE NO. 2313

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.

Councilman Browne moved for approval of **ORDINANCE NO. 2313**. The motion was seconded by Councilman Wilkinson.

Before the vote, Mr. Roath explained that this budget amendment was one of the requirements of the new Charter. He then reviewed each of the exhibits to the amendment with the Council. Mr. Roath stated that this amendment did not use any of the emergency reserve funds and in fact added \$120,000.00 to that fund.

There was discussion among the Council regarding worker's compensation, the federal mandate regarding the swimming pool drains, the MEDS budget and the Police Department's overtime.

Councilman Mason asked to be provided with an update of the total amount of budget amendments and running balance of the budget amendments past and future. He inquired about the garbage revenue, the petroleum products and the cost of the chemicals for the water treatment plant.

Councilman Browne stated that a budget was a projection.

Mr. Roath commented that in preparing this budget three (3) positions had been eliminated and many of the budget requests had been reduced drastically in order to balance the budget.

Councilman Wilkinson inquired if the sales tax tied to the Educational Fund was a wash through or if there were funds being put back to pay on the bonds.

Mr. Roath stated that the amount was what the Council had previously indicated they wanted given to the school district over and above what was collected.

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

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

Mayor Priddle declared the motion carried.

Councilman Condit moved for approval of the EMERGENCY CLAUSE, seconded by Councilman Wilkinson.

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

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

Mayor Priddle declared the motion carried.

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.

Mayor Priddle read a letter from Mr. Roath requesting that this item be removed. In the letter, Mr. Roath stated that it was unclear whether the City Administration could purchase supplies, material and equipment, over \$25,000.00, through state contract and/or another unit of government's competitive bid. He also stated in the letter the City Attorney had recommended that this item be withdrawn and the City begin the competitive bid process. He added that the City Attorney would prepare legislation to allow for purchasing of supplies, material and equipment, over \$25,000.00, through state contract for the Council's consideration. Mayor Priddle then asked for a motion to remove this item from the agenda.

Councilman Mason moved to remove agenda item three (3), 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. The motion was seconded by Councilman Browne.

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

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

Mayor Priddle declared the motion carried.

- 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.

Councilman Condit moved for 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. The motion was seconded by Councilman Fiedler.

Before the vote, George Marcangeli explained that subsequent to the 2007 ice storm, FEMA set up a Hazard Mitigation Grant Program. He stated that this made funds available to state and local agencies to develop hazard mitigation plans. He added that on October 29, 2007, the City of McAlester applied for a grant and FEMA approved the grant on June 12, 2008. Mr. Marcangeli commented that the City had not been officially notified of this until January 23, 2009, by the Oklahoma Department of Emergency Management. He stated that the total estimated cost for the proposed planning project was \$40,000.00 and the Oklahoma Department of Emergency Management grant would fund \$31,190.00 of that amount. He commented that the City of McAlester would be responsible for the remaining \$8,810.00. He added that this would not be made in cash but with in-kind services by the Engineering and Planning divisions.

Mayor Priddle asked Mr. Marcangeli to explain in layman terms what this grant would do for the City of McAlester.

Mr. Marcangeli stated that the next item was regarding the company that the Engineering Division was recommending the Council engage to prepare the plan.

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

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

NAY: None

Mayor Priddle declared the motion carried.

- 5. Consider, 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.

George Marcangeli explained that Flanagan & Associates, LLC was the company that the Engineering staff was recommending be engaged to prepare the Mitigation Plan. He commented that Mr. Ron Flanagan had prepared the first Hazard Mitigation Plan in the United States for the

City of Tulsa. He stated that Mr. Flanagan had assisted Cliff Pitner in completing the grant application.

Mr. Ron Flanagan addressed the Council stating that his company specialized in natural hazards and assisting communities in developing hazard plans. He stated that he was the past president of the Oklahoma Flood plain Managers Association and a member of the Emergency Managers Association. He added that he had been doing this for almost forty (40) years. Mr. Flanagan stated that Oklahoma was exposed to more natural hazards than almost any other state in the nation and we had the third highest insurance rates only behind Florida and California. He commented that Oklahoma was subject to fifteen (15) natural and man made hazards which cost tremendous amounts of money and loss of life and injury to our citizens. He added that the federal government had come up with the Hazard Mitigation Grant Program to help reduce the impact of these hazards on the citizens and the Federal Budget. He then explained that when there was a federally declared disaster, the federal government would make an additional fifteen percent (15%) of whatever the federal expenditures were for that disaster available to the communities with mitigation plans, to do things to lessen the impact of those disasters in the future. He used the example of building safe rooms for schools, installing generators in nursing homes and installing or upgrading storm sirens. Mr. Flanagan commented that when this plan was adopted it would be good for five (5) years.

There was discussion among the Council and Mr. Flanagan concerning the area schools participation, if there would be any cost to the schools; how long the plan would be good and how long the development and approval would take.

Mr. Flanagan stated that the schools would have to adopt the plan also and it could take a couple of years to complete the process.

Mayor Priddle requested a motion and a second for this item.

Councilman Wilkinson moved to authorize 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. The motion was seconded by Vice-Mayor Garvin.

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

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

Mayor Priddle declared the motion carried.

6. **Consider, and act upon, the 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.

Vice-Mayor Garvin moved to authorize 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. The motion was seconded by Councilman Condit.

Before the vote, Mr. Roath explained that the Chief Financial Officer's position had been vacant since July 1, 2008 and during the interim period there had been an in-house search which had produced approximately eight (8) applications. He stated that an offer had been made to two (2) separate individuals but neither had accepted. He commented that the Audit & Finance Advisory Committee had suggested hiring a professional search firm to assist the City in obtaining viable candidates. Mr. Roath stated that the firm that was being recommended was higher than Mercer, which had been used in the past, because they were the premier firm in the Midwest United States. He stated that with the information that the City had provided to this firm the length of time to conduct the search would be thirteen (13) weeks at most. He added that the cost of the search could come from the account for the Chief Financial Officer's salary that had not been paid. He also stated that this particular firm guaranteed that, should the individual leave within two (2) years, they would provide additional recruitment services. He added that they would also do an assessment at the end of the year.

Councilman Condit stated that he agreed that the Chief Financial Officer's position was vital and it is very difficult to find candidates and he felt this amount was very reasonable.

Councilman Browne stated that he felt it was one of the single most important things that could be done and this would be money well spent.

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

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

NAY: None

Mayor Priddle declared the motion carried.

Mayor Priddle asked that the Boy Scout Troop that had attended the meeting to introduce themselves at this time.

NEW BUSINESS

None

CITY MANAGER'S REPORT

Mr. Roath introduced the new Planning and Community Development Director, Peter Stasiak.

Mr. Stasiak stated that he was looking forward with working with everyone and invited the Council to visit with him anytime they needed.

Mr. Roath reported that the renovations to City Hall were finally finishing, the auction date for the Council approved surplus items had been set for Saturday, March 14, 2009 at the Southeast

Expo from 10:00 A.M. to 4:00 P.M. and a meeting concerning the new fire station had been scheduled for Thursday, February 26, 2009 at 10:00 A.M. He recognized Danny Kelly as a new police officer. He commented on the meeting with Devon concerning the "Wise Eyes" Program stating that representatives from Devon, the McAlester Police Department, the McAlester 911 Coordinator, the Pittsburg County Sherriff and the Krebs Police Department had attended the meeting. Mr. Roath reported that the two (2) new trash trucks should be delivered as early as Monday of next week and administration was continuing to gather information regarding the other options. He commented that PSO was aiding the Public Works Department to chip the trees and brush left over from the 2007 Ice Storm. He finally reported that the work at the Water Treatment Plant was on schedule to be completed by February 23rd.

REMARKS AND INQUIRIES BY CITY COUNCIL

Councilman Fiedler commented on the new housing developing in Ward One and that The Hub Restaurant had been sold and should be reopening around the first.

Councilmen Condit and Wilkinson did not have any comments at this time.

Councilman Browne thanked all of the people that volunteer and partner to help the City. He commended the City employees for their efforts.

Vice-Mayor Garvin thanked the City staff that had attended his Ward meeting. He then explained what had caused him to be late to the Special Meeting was because a citizen had been attacked by a group of dogs that had been running loose on the street. He stated he had been able to get her out of danger and would be meeting with Chief Lyles concerning this problem. He then asked that all citizens keep their dogs up and off of the streets.

Councilman Manson agreed with Vice-Mayor Garvin about the dogs roaming the streets and stressed that even friendly dogs could be a danger to the elderly and young children. He encouraged the citizens to call about any strays that they see roaming loose. He then asked about a claim for dog food and commented that he thought the City's facility had been closed when the new County Animal Shelter had opened.

Mr. Roath stated that he would look into that particular claim.

Mayor Priddle stated that the Oklahoma Corporation Commission would like to have a Town Hall meeting to discuss the change over of the 918 area code. He commented that March 4th was "Read Across America" day and encouraged everyone to read to their children.

RECESS COUNCIL MEETING

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

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

NAY: None

Mayor Priddle declared the motion carried, and the Regular Meeting was recessed at 7:10 P.M.

RECONVENE COUNCIL MEETING

The Regular Meeting was reconvened at 7:11 P.M.

ADJOURNMENT

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

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

NAY: None

Mayor Priddle declared the motion carried, and the meeting was adjourned at 7:12 P.M.

Kevin E. Priddle, Mayor

ATTEST:

Cora Middleton, City Clerk

Council Chambers
Municipal Building
March 10, 2009

The McAlester City Council met in regular session on Tuesday, March 10, 2009, at 6:00 P.M. after proper notice and agenda was posted, March 5, 2009, at 1:10 P.M.

CALL TO ORDER

Mayor Priddle called the meeting to order.

INVOCATION & PLEDGE OF ALLEGIANCE

- Reverend Cliff House, Lakewood Church

ROLL CALL

Council Roll Call was as follows:

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

Absent: John Browne

Presiding: Kevin E. Priddle, Mayor

Staff Present: Mark Roath, City Manager; George Marcangeli, City Engineer/Public Works Director; Mel Priddy, Community Services Director; David Medley, Utilities Director; Peter Stasiak, Planning & Community Development Director; William J. Ervin, Jr., City Attorney and Cora Middleton, City Clerk

CITIZENS' COMMENTS ON NON-AGENDA ITEMS

None

CONSENT AGENDA

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

- A. **Approval of the Minutes from the February 10, 2009, Regular Meeting of the McAlester City Council.** *(Cora Middleton, City Clerk)*
- B. **Approval of the Minutes from the February 24, 2009, Special Meeting of the McAlester City Council.** *(Cora Middleton, City Clerk)*
- C. **Concur with Mayor's appointment of Dr. Leroy Milton to the McAlester Regional Hospital Center Board for a term to expire February 2012.** *(Kevin E. Priddle, Mayor)*

D. Approval of Claims for February 25, 2009 through March 10, 2009. (*Sherry Alessi, Assistant City Financial Officer*) In the following amounts: General Fund - \$103,262.52; MPWA - \$25,0889.91; Airport Authority - \$6,713.52; Nutrition - \$602.75; SE Expo Center/Tourism Fund - \$1,218.56; E-911 - \$699.07 and Economic Development - \$282.50.

There was no motion taken and no discussion on the Consent Agenda. The vote was taken as follows:

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

NAY: None

Mayor Priddle declared the motion carried.

ITEMS REMOVED FROM CONSENT AGENDA

None

PUBLIC HEARING

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

Mayor Priddle commented that the first item on the agenda required a public hearing and he asked for a motion to open the hearing.

Councilman Wilkinson moved to open the Public Hearing to consider an ordinance to amend the FY 2008-2009 Budget. The motion was seconded by Councilman Condit.

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

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

NAY: None

Mayor Priddle declared the motion carried and the Public Hearing was opened at 6:04 P.M.

There were no comments from the audience or the Council and Mayor Priddle asked for a motion to close the Public Hearing.

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

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

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

NAY: None

Mayor Priddle declared the motion carried and the Public Hearing was closed at 6:05 P.M.

SCHEDULED BUSINESS

1. **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. (Kevin E. Priddle, Mayor)**

Executive Summary

This agenda item involves budget amendments for Crime Stoppers (\$2,500), Community Tree Board (\$2,000) and McAlester Economic Development Services, Inc. (\$24,000).

ORDINANCE NO. 2314

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.

Councilman Fiedler moved for approval of **ORDINANCE NO. 2314**, seconded by Vice-Mayor Garvin.

Before the vote, Mr. Roath explained each of the exhibits to the amendment to the Council.

Councilman Mason requested that his following comments be included verbatim in the minutes of this meeting. Councilman Mason's comments were as follows. "In addressing the request by MEDS for additional funding in the amount of \$24,000.00 for the fiscal year 2008-2009 I have the following comments and questions:

1- I support Economic Development for the City of McAlester but have comments and questions that I believe this council and the taxpaying citizens deserve to hear and have answered.

2- MEDS is an independent corporation contracting with the City. As such once both parties agree to the conditions set forth in a lump sum contract, approve and sign that contract, then the conditions of that contract are binding on both parties.

3- In the council committee meeting with MEDS representatives to discuss this contract, MEDS was advised of the amount (\$150,000.00) budgeted to fund MEDS for this fiscal year. They were cautioned that they should not recommend their board approve and sign this contract if they could not perform within the proposed budget. They were further advised in council meeting on August 12, 2008 through Mr. Mills that if he felt he could not complete the contract within the confines of the proposed contract, that it should not be approved and entered into by MEDS.

4- The goals and objectives of this contract were presented as a part of this contract by MEDS, not the City.

5-MEDS has now stated that they can not complete the contract as they have agreed to and are asking for additional funds. This request is presented with no effort on their part to show any effort to meet their responsibility that they adjust their costs to fit their budget.

6-MEDS owes this council and the taxpayers exactly what they plan to use the requested funds for. Are they for raises, other personnel related costs, etc.

7-If we enter into contracts with others, as we do, with lump sum contracts, does this not mean that we are open and obligated to fund them more money simply because they say they can't complete their agreement. Absolutely not. In my mind, this is a breach of contract.

8-In his letter, Dr. Miller stated that the MEDS executive director was having to spend his time trying to find operational funds rather than searching for new jobs and new companies for our community. I wish to point out that the MEDS own by-laws (Section 4.B) give the MEDS board the duty of securing funds for economic development. The MEDS board consists of 15 leaders of this community. If the MEDS board is unwilling or unable to get significant funding from any source other than the City of McAlester, then I think they should spend a little time paring down their budget enough to cover the short fall."

There was discussion among the Council and Mr. Roath and Mr. Mills concerning the request, when they were told it might be able to be re-visited, the type of business that MEDS was in, the perception of the public if any of the Council members were to vote no on this item, why the private donations had declined, what the citizens actually wanted from the City and that many of the citizens might not have a clue as to what MEDS does.

Mayor Priddle commented that in his opinion there was one way to survive in this economy. It was to have jobs available so people could buy houses and the other things they needed. He stated that he was impressed with the way that MEDS had cleaned up the recommendations from their audit. He added that the City did not have the money to attract businesses so they had to sell what the City did have. He mentioned that a city does economic development in three (3) ways; through a Chamber, through the City or through an outside entity. Mayor Priddle commented that he felt that McAlester had worked their relationships better in the last months than they had previously.

Mr. Roath commented that the issues were to have resources for MEDS through the remainder of the year and to target the types of industry that the City wanted. He added that the City might need to be more specific and give MEDS better direction so their funds could be used better toward those ends.

Councilman Condit asked if MEDS was planning on submitting their budget earlier this year.

Mr. Mills stated that he hoped to give it to the City Manager next week.

Mr. Roath commented that all of the groups that the City partnered with should submit their requests earlier this year. He stated that would help the City with budgeting.

Councilman Condit asked if when the Council voted, were they voting on all three (3) changes at the same time?

Councilman Mason moved to divide the changes and vote on each of the three (3) separately. The motion was seconded by Mayor Priddle and he commented that it would take a two-thirds vote to approve this motion.

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

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

NAY: None

Mayor Priddle declared the motion carried.

Councilman Condit moved to approve the funds for Crime Stoppers in the amount of \$2,500.00. The motion was seconded by Councilman Wilkinson.

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

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

Mayor Priddle declared the motion carried.

Councilman Fiedler moved to approve the funds for the Community Tree Board in the amount of \$2,000.00. The motion was seconded by Vice-Mayor Garvin.

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

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

Mayor Priddle declared the motion carried.

Councilman Condit moved to approve the additional funds for MEDS in the amount of \$24,000.00. The motion was seconded by Councilman Wilkinson.

Before the vote, Councilman Mason stated that he would like to have answers to the various questions he had submitted. He commented that the information he had received was not detailed enough. He inquired about the amount of \$3,500.00 listed for site preparation. Councilman Mason stated that normally the City did all of the site preparation at the Industrial Park and he did not remember anyone saying they would revisit the MEDS funding. He also stated that the goals had been set by MEDS and not the Council.

Mayor Priddle stated that during this year's budget process he had commented that since the City had not given MEDS the amount they had requested that possibly after six months their funding could be reviewed. He commented that it would be appropriate to remove the \$3,500.00 from the MEDS request and that the City Manager and Mr. Stasiak would discuss any needed site preparation with MEDS. He then asked for a motion to amend the request.

Councilman Condit moved to lower the requested amount of \$24,000.00 by \$3,500.00 leaving a total of \$20,500.00. The motion was seconded by Councilman Wilkinson.

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

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

Mayor Priddle declared the motion carried.

Councilman Fiedler moved for approval of the EMERGENCY CLAUSE, seconded by Vice-Mayor Garvin.

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

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

NAY: None

Mayor Priddle declared the motion carried.

- 2. Consider, and act upon, a bid award to Triple S Electric, in the amount of \$29,840, for the installation of 3-Phase Electric Service at the EXPO Center. (Mel Priddy, Community Service Director)**

Executive Summary

This agenda item involves the awarding of a bid to Triple S Electric to install 3-Phase Electric Service in the EXPO Hall within the EXPO Center.

Vice-Mayor Garvin moved to approve a bid award to Triple S Electric, in the amount of \$29,840, for the installation of 3-Phase Electric Service at the EXPO Center. The motion was seconded by Councilman Fiedler.

Before the vote, Mel Priddy explained that this project had been included in the Capital Projects for the FY 2008-2009 Budget. He commented that this would allow for greater flexibility in booking events that require this type of electrical service at the Expo Center. He added that in the past the EXPO had lost bookings because of the lack of this service. Mr. Priddy went on to explain that when quotes were received for this project, they had been over the estimated amount in the Budget and also over the amount required to be formally bid. Mr. Priddy stated that the bid had been advertised as required and several bid packages had been picked up but at the bid opening the City had received only one (1) formal bid. He commented that \$38,000.00 in the EXPO Center's Capital Outlay Fund was available for use.

Councilman Mason commented that he was surprised that only one (1) bid had been received.

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

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

NAY: None

Mayor Priddle declared the motion carried.

- 3. Consider, and act upon, award of bid to Keystone Equipment Co., in the amount of \$83,900, for the purchase of one New 2009 Industrial Rubber Tire Backhoe, and authorize the City Manager or his designee to negotiate a five year lease purchase**

agreement with the vendor or a financial institution for this equipment. (David Medley, Utility Director)

Executive Summary

This agenda item involves the purchase of one new 2009 Industrial Rubber Tire Backhoe.

Councilman Condit moved to approve a bid award to Keystone Equipment Co., in the amount of \$83,900, for the purchase of one New 2009 Industrial Rubber Tire Backhoe, and authorize the City Manager or his designee to negotiate a five year lease purchase agreement with the vendor or a financial institution for this equipment. The motion was seconded by Councilman Fiedler.

Before the vote, David Medley explained to the Council that the FY 2008-2009 Budget included the lease-purchase of one Backhoe and the MPWA Interdepartmental Fund of the budget included a \$100,000.00 annual lease-purchase payment for this equipment plus two trash trucks and two front loading tractors. He stated that on February 26, 2009, the Utilities Department opened bids and two (2) were received. Mr. Medley commented that Keystone Equipment was a local dealer and that part of their bid offered a five (5) year lease-purchase agreement with an annual interest rate of 3.94% or annual payments of \$18,864.82.

Councilman Mason stated that the vote for approval should state that if a local financial institute be used the interest rate should not exceed the 3.94% rate.

Mr. Roath stated that he was in agreement with that stipulation.

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

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

NAY: None

Mayor Priddle declared the motion carried.

- 4. Consider, and act upon, award of bid to Grissoms LLC, in the amount of \$36,550.08, for the purchase of two New 2009 Diesel Tractors with Front End Loaders and authorize the City Manager or his designee to negotiate a five year lease purchase agreement with the vendor or a financial institution for the equipment. (David Medley, Utility Director)**

Executive Summary:

This agenda item involves a purchase for two new 2009 Diesel Tractors with Front End Loaders.

Councilman Condit moved to approve a bid award to Grissoms LLC, in the amount of \$36,550.08, for the purchase of two New 2009 Diesel Tractors with Front End Loaders and authorize the City Manager or his designee to negotiate a five year lease purchase agreement with the vendor or a financial institution for the equipment. The motion was seconded by Councilman Fiedler.

Before the vote, David Medley explained that the FY 2008-2009 Budget also included the lease-purchase of two (2) new Front End Loaders and that the MPWA Interdepartmental Fund of the budget included a \$100,000.00 annual lease-purchase payment for this equipment plus two trash

trucks and one backhoe. He stated that on February 26, 2009, the Utilities Department opened bids and only one bid was received. He added that the bid meets the minimum requirements of the specifications and Grissom LLC, has offered a five (5) year lease-purchase agreement with an annual interest rate of 5.57% and annual payments of \$8,171.76.

Mayor Priddle commented that this motion should have the same stipulation on the local financial institutions as the previous motion did.

There was discussion among the Council regarding what would happen to the equipment that this purchase would replace, that it was great that the City was doing business with local companies and keeping the money local. The Council also discussed the importance of performing the proper maintenance on this equipment and that this bid had been \$20,000.00 under the budgeted amount.

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

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

NAY: None

Mayor Priddle declared the motion carried.

- 5. Consider, and act upon, authorizing the Mayor to sign a Rental Agreement with GG/MG, Inc., d/b/a Landfill Equipment for a Rex 370 Trash Compactor for the McAlester Landfill in the amount of \$7,500 per month plus delivery cost of \$5,250. (George Marcangeli, City Engineer/Public Works Director)**

Executive Summary

This agenda item involves a Rental Agreement for a Rex 370 Trash Compactor from Landfill Equipment for the McAlester Landfill.

Councilman Fiedler moved to authorize the Mayor to sign a Rental Agreement with GG/MG, Inc., d/b/a Landfill Equipment for a Rex 370 Trash Compactor for the McAlester Landfill in the amount of \$7,500 per month plus delivery cost of \$5,250. The motion was seconded by Councilman Wilkinson.

Before the vote, George Marcangeli stated that the Landfill had not a compactor for three (3) years. He explained that the compactor was needed to properly compact and push the trash after delivery by the garbage trucks, private citizens and businesses. He added that the purchase of a compactor was proposed for the next budget year, but a compactor was badly needed at this time to extend the life of the present cell and to help control the litter problem that was due to improperly compacted trash. Mr. Marcangeli stated that the Public Works staff had contacted several landfill equipment companies for rental quotes and received only two quotes. He commented that the highest was for \$12,500.00 per month and the lowest was for \$7,500.00 per month. He added that funds for this proposed rental were available in the 2008-2009 Landfill Equipment Rentals operating account.

There was discussion, among the Council, Mr. Roath and Mr. Marcangeli concerning the useful life of a compactor, how compacting the trash could extend the life of the landfill cell, how long

the rental was for, how this could reduce the problems with litter blowing and buzzards and the amount of this rental was less than what the City was paying to rent a dozer at the landfill that did not properly perform the needed work.

Mr. Roath stated that this rental agreement was only for six (6) months. He added that during the coming budget preparations, staff would see what could be done in the next budget.

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

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

NAY: None

Mayor Priddle declared the motion carried.

6. Consider, and act upon, authorizing the Mayor to sign a Municipal Lease Contract, in the amount of \$1,442.45 per month, with Xerox Corporation for two Xerox WORKCENTRE 7675 copiers. (Mark B. Roath, City Manager)

Executive Summary

This agenda item involves approving a Municipal Lease Contract with Xerox Corporation for two Xerox WORKCENTRE 7676 copiers.

Councilman Fiedler moved to authorize the Mayor to sign a Municipal Lease Contract, in the amount of \$1,442.45 per month, with Xerox Corporation for two Xerox WORKCENTRE 7675 copiers. The motion was seconded by Councilman Wilkinson.

Before the discussion, Mr. Roath explained that there were two copiers in City Hall, one on the first floor and the other on the second floor, one lease had three (3) years left and the other lease was coming up. He explained that these copiers were used by the City Manager, City Clerk, Finance, Fire, Planning and Community Development, Police and Public Works Departments and the machines were inadequate for the work required by these offices. He stated that a committee of executive assistants had worked on this project to find the best machine for the work. Mr. Roath stated that the Xerox Corporation had submitted a proposal to terminate the second floor copier lease and offer the City a Municipal lease for new copiers at less than what the City was currently paying. He added the proposal was for two (2) color Xerox WORKCENTRE 7675 copiers that will have the capability to fax, scan, 3-hole punch and function as a network printer that could be accessed from any individual computer. Mr. Roath stated that the new lease would be for \$1,442.45 per month for 60 months, which would give the City a savings of \$132.38 per month or \$7,943.00 over the life of the lease.

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

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

NAY: None

Mayor Priddle declared the motion carried.

7. Consider, and act upon, declaring additional City equipment and a vehicle as surplus property and authorize the City Manager to include them in the City Auction. (Mark B. Roath, City Manager)

Executive Summary:

This agenda item involves authorizing additional City equipment and a vehicle as surplus property to be sold at the upcoming City auction scheduled for Saturday, March 14th.

Councilman Condit moved to declare additional City equipment and a vehicle as surplus property and authorize the City Manager to include them in the City Auction. The motion was seconded by Councilman Fiedler.

Before the vote, Mr. Roath explained that additional equipment and a vehicle had been identified and staff wished to add these items to the auction. He stated that the auction would help to clean up the various sites where surplus items had been stored and would give the departments more room to organize the equipment that had been retained.

There was discussion among the Council concerning how the auction had been advertised and where the revenue would go.

Mr. Roath explained that the auction had been advertised for three (3) weeks in the local newspaper and had been mentioned at various meetings. He stated that they would try to track where the item came from so the funds could go back to that department.

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

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

NAY: None

Mayor Priddle declared the motion carried.

NEW BUSINESS

None

CITY MANAGER'S REPORT

Mr. Roath reported that he had received an email from the Auditor indicating that the 2008 Independent Audit would be received late in May or early June. He stated that previously the Council had approved the disposal of some old cell phones and those had recently been donated to the District Attorney's office to use in their Battered Women's Program.

REMARKS AND INQUIRIES BY CITY COUNCIL

Councilman Fiedler thanked the City Manager and the Department Heads in the clean up effort and the Auction.

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

Councilman Wilkinson reminded everyone that next week was Spring Break and to watch for the children.

Vice-Mayor Garvin commented that he did not have anything except to echo what the Mayor was going to comment on and he asked that the audience pay close attention to what the Mayor had to say.

Councilman Mason commented that he had recently made an inquiry with Mr. Roath about a company in the Industrial Park. He stated that Mr. Roath has been in conference with the City Attorney and when this is litigated through the City Attorney with his recommendations, he would like Mr. Roath to share that information with each Councilman and then forward it to MEDS. He added that they should be aware of the problems.

Mayor Priddle asked if there was going to be a Ward Meeting on the 17th.

Councilman Mason commented that the date had been set but he was concerned about the meeting. He stated that the same individuals attended every meeting and it was the same questions with the same answers. He added that he would consider the matter and get back with the Mayor this week.

Mayor Priddle reported that the sales tax for this March and it was greater than last March even before the quarter cent difference. He stated that we should be thankful for the situation we are in compared to the rest of the nation. Mayor Priddle commented that the next budget would be difficult because the economy had slowed down but he was glad that the budget would be started earlier this year. He was pleased with what was done with the Crime Stoppers matter tonight. He then stated that his car and several other cars on his block had been broken into and vandalized. He added that it can be very frustrating to have something like that happen. He then stressed that everyone stay watchful for unusual happenings in their neighborhoods and report anything out of the usual.

RECESS COUNCIL MEETING

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

Councilman Mason 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 Fiedler, Condit, Wilkinson, Garvin, Mason & Mayor Priddle

NAY: None

Mayor Priddle declared the motion carried, and the Regular Meeting was recessed at 7:20 P.M.

RECONVENE COUNCIL MEETING

The Regular Meeting was reconvened at 7:21 P.M.

ADJOURNMENT

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

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

Mayor Priddle declared the motion carried, and the meeting was adjourned at 7:22 P.M.

Kevin E. Priddle, Mayor

ATTEST:

Cora Middleton, City Clerk

**CLAIMS FROM MARCH 11, 2009
THRU
MARCH 24, 2009**

PACKET: 04211 CLAIMS FOR 3/24/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/I ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00176 AT & T LONG DISTANCE						
		1-08-23439	01 -5215311	TELEPHONE UTI LONG DISTANCE BILL	045296	176.00
01-A00190 ADA PAPER CO.						
		0-9516	01 -5548203	REPAIRS & MAI CLEANING SUP/CITY HALL	045302	73.15-
		1-230197	01 -5548203	REPAIRS & MAI CLEANING SUP/CITY HALL	045302	31.75
		1-230216	01 -5548203	REPAIRS & MAI CLEANING SUP/CITY HALL	045302	41.80
		1-230998	01 -5548203	REPAIRS & MAI CLEANING SUP/CITY HALL	045302	27.96
		1-231098	01 -5548203	REPAIRS & MAI CLEANING SUP/CITY HALL	045302	27.93
		1-231099	01 -5548203	REPAIRS & MAI CLEANING SUP/CITY HALL	045302	106.38
		1-231372	01 -5548203	REPAIRS & MAI CLEANING SUP/CITY HALL	045302	38.98
		1-231401	01 -5548203	REPAIRS & MAI CLEANING SUP/CITY HALL	045302	302.75
		1-231971	01 -5210202	OPERATING SUP COPY PAPER - COUNCIL	045302	381.00
		1-231971	01 -5210202	OPERATING SUP COPY PAPER - CITY MANAGER	045302	137.00
		1-231971	01 -5211202	OPERATING SUP COPY PAPER - FINANCE	045302	137.00
		1-231971	01 -5212202	OPERATING SUP COPY PAPER - CITY CLERK	045302	63.50
		1-231971	01 -5213202	OPERATING SUP COPY PAPER - COURT	045302	31.75
		1-231971	01 -5653202	OPERATING SUP COPY PAPER - PERSONNEL	045302	63.50
01-A00260 AGS REBUILDERS INC.						
		1-612783	01 -5431316	REPAIRS & MAI REPAIR HYDROLIC PUMP	045302	53.00
01-A00267 AIRGAS						
		1-106014157	01 -5431202	OPERATING SUP OXYGEN FOR AMBULANCE	045304	131.44
		1-106061395	01 -5431202	OPERATING SUP OXYGEN FOR AMBULANCE	045304	23.97
		1-106068680	01 -5431202	OPERATING SUP OXYGEN FOR AMBULANCE	045304	167.10
		1-106548240	01 -5431202	OPERATING SUP OXYGEN FOR AMBULANCE	045304	137.09
		1-106575919	01 -5431202	OPERATING SUP OXYGEN FOR AMBULANCE	045304	130.95
		1-106593799	01 -5431202	OPERATING SUP OXYGEN FOR AMBULANCE	045304	95.29
		1-106654392	01 -5431202	OPERATING SUP OXYGEN FOR AMBULANCE	045304	340.00
		1-106916406	01 -5431202	OPERATING SUP RENTAL FWH/OXYGEN TANKS	045304	119.60
		1-106935634	01 -5542202	OPERATING SUP MONTHLY RENTAL-OXYGEN	045304	39.98
		1-106935634	01 -5543202	OPERATING SUP MONTHLY RENTAL-CO2	045304	76.93
01-A00500 AMERICAN MUNICIPAL SERV						
		1-3610	01 -5213317	COLLECTION SE COLLECTION AGENCY (FRN)	045306	855.61
01-A00747 AT&T						
		1-08-24983	01 -5215315	TELEPHONE UTI 91842318025801 - TRUNK CA	045296	996.34
01-A00751 ATWOODS						
		1-3231111	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT	045307	74.85
		1-3231760	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT	045307	5.02
		1-3233851	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT	045307	32.75
		1-3234532	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT	045307	9.29
		1-3234538	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT	045307	6.49
		1-3237447	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT	045307	64.50
		1-3237934	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT	045307	4.78
		1-3238592	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT	045307	29.13

PACKET: 04011 CLAIMS FOR 3/24/09

VENDOR SHT: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	QTY	U/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00151	ATWOODS					continued		
		1-3339169		01	-5541102	REPAIRS & MAI MISC REPAIR & MAINT	045307	37.48
		1-3339509		01	-5541102	REPAIRS & MAI MISC REPAIR & MAINT	045307	37.48
		1-3240073		01	-5544705	REPAIRS & MAI MAINTENANCE SUPPLIES	045309	15.89
		1-3241755		01	-5541102	REPAIRS & MAI MISC REPAIR & MAINT	045306	191.94
		1-2042070		01	-5541102	REPAIRS & MAI DIRTBIKE BACKPACK SPRAYE	045308	199.92
01-B00043	H & S SUPPLY, INC.							
		1-59022		01	-5566103	REPAIRS & MAI SCREWS, STAPLS, NUTS	045311	1,599.74
01-PC0140	BEALHS GOODYEAR TIRES							
		1-MC-160774		01	-5566203	REPAIRS & MAI TIRES FOR POLICE SWAT 99	045313	369.00
		1-MC-160774		01	-5566203	REPAIRS & MAI TIRES FOR POLICE UNIT	045313	123.00
		1-MC-160905		01	-5566203	REPAIRS & MAI REAR TIRES FOR PK-21	045313	1,192.68
		1-MC-160905		01	-5566203	REPAIRS & MAI FRONT TIRES FOR PK-20	045313	589.84
01-B00030	BETTY MARTINDALE							
		1-08-24110		01	-5215323	DAMAGES SETTLEMENT OF DAMAGE CLAI	045316	414.78
01-B00490	BRIGGS PRINTING							
		1-54769		01	-5320202	OPERATING EXP BUSINESS CARDS	045320	68.50
01-B00650	EMI TEXARKANA, INC.							
		1-09138110		01	-5542207	OPERATING SUP OPERATING SUPPLIES	045322	565.58
01-C00243	CATHEY & ASSOCIATES, L.							
		1-22368		01	-5544203	REPAIRS & MAI REPAIR OVERHEAD DOOR	045323	160.00
01-C00320	CENTERPOINT ENERGY ARKL							
		1-08-24062		01	-5215314	GAS UTILITY 6723550-STIPE CENTER	045297	1,123.14
		1-08-24062		01	-5215314	GAS UTILITY 68713934-1600 E. COLLEGE	045297	137.73
		1-08-24062		01	-5215314	GAS UTILITY 6723571-MAINTENANCE SHOP	045297	872.87
		1-08-24062		01	-5215314	GAS UTILITY 6722680-LIBRARY	045297	1,547.53
		1-08-24062		01	-5215314	GAS UTILITY 6703530-OAKHILL CEMETERY	045297	92.61
		1-08-24062		01	-5215314	GAS UTILITY 6722114-CITY HALL	045297	1,661.67
		1-08-24062		01	-5215314	GAS UTILITY 6702670-FIRE STATION #3	045297	391.18
		1-08-24062		01	-5215314	GAS UTILITY 6702367-1701 E GARC ATHER	045297	436.99
		1-08-24062		01	-5215314	GAS UTILITY 10134275-802 E HARRISON	045297	99.15
		1-08-24062		01	-5215314	GAS UTILITY 65551875-303 W. SPRINGBR	045297	4.20
01-C00667	CONTRACTORS SUPPLY CO							
		1-0902875		01	-5565215	STREET RE-SUR RAKES FOR ASPHALT 30"	045324	173.86
01-C00641	DEFIANTIVE PRODUCT SOURCE							
		1-09001745		01	-5431203	OPERATING SUP FIRE LINE TAPE	045326	57.92
01-D00015	HARRIS CONSTRUCTION SBR							
		1-160900		01	-5650319	DEMOLITION DEMOLITION-701 E ELECTRIC	045328	499.89
		1-160900		01	-5650319	DEMOLITION DEMOLITION-201 W HARRISON	045328	799.99

PACKET: 04111 CLAIMS FOR 3/24/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000015 HARRIS CONSTRUCTION BER continued					
	1-160900	01 -5865219	DEMOLITION DEMOLITION-803 E. MONROE	045308	1,499.99
	1-160900	01 -5865219	DEMOLITION DEMOLITION-810 E JACKSON	045308	1,991.99
	1-160900	01 -5865219	DEMOLITION DEMOLITION-419 W MADISON	045308	1,399.99
	1-160900	01 -5865219	DEMOLITION DEMOLITION-14 E. JEFFERSON	045308	1,499.99
	1-160900	01 -5865219	DEMOLITION DEMOLITION-111 S. 6TH	045308	1,099.99
	1-160900	01 -5865219	DEMOLITION DEMOLITION-400 W. DELAWARE	045308	1,499.99
01-000330 DEPT. OF PUBLIC SAFETY					
	1-04-2908402	01 -5301308	CONTRACTED SE TRUCKTYPE RENTALS	045330	300.00
	1-05-2920462	01 -5301308	OPERATING SUP 1008 EDITION OMA STATUS	045330	30.00
01-000500 DOERNER, SAUNDERS,					
	1-135096	01 -5014302	CONSULTANTS/L GENERAL EMPLOYEE MATTERS	045333	416.00
01-000539 DONALD E. BROWN JR					
	1-08-24140	01 -5542308	CONTRACTED SE REFEREE FEES-5 GAMES	045334	100.00
01-000540 GOLESE BROTHERS					
	0-5012986	01 -5865218	STREET RE-SUR CREDIT (WRONG WEIGHT)	045335	6.27-
	1-15344	01 -5865218	STREET RE-SUR 1 1/2" CR GRAVEL	045335	514.19
	1-15886	01 -5865218	STREET RE-SUR 1 1/2" CR GRAVEL	045335	419.00
	1-16432	01 -5865218	STREET RE-SUR 1 1/2" CR GRAVEL	045335	360.96
	1-16941	01 -5865218	STREET RE-SUR 1 1/2" CR GRAVEL	045335	384.90
	1-17471	01 -5865218	STREET RE-SUR 1 1/2" CR GRAVEL	045335	1,597.13
	1-17970	01 -5865218	STREET RE-SUR 1 1/2" CR GRAVEL	045335	1,563.16
	1-18467	01 -5865218	STREET RE-SUR 1 1/2" CR GRAVEL	045335	1,026.75
	1-19422	01 -5865218	STREET RE-SUR 1 1/2" CR GRAVEL	045335	211.83
	1-40458	01 -5865218	STREET RE-SUR CRUSHER RUN	045335	391.05
	1-8-00266-09	01 -5865218	STREET RE-SUR STREET REPAIRS	045335	981.25
	1-8-00278-09	01 -5865218	STREET RE-SUR STREET REPAIRS	045335	402.50
	1-8-00297-09	01 -5865218	STREET RE-SUR STREET REPAIRS	045335	950.25
	1-800181-09	01 -5865218	STREET RE-SUR STREET REPAIRS	045336	1,110.00
	1-800186-09	01 -5865218	STREET RE-SUR STREET REPAIRS	045336	971.25
	1-800208-09	01 -5865218	STREET RE-SUR STREET REPAIRS	045336	950.25
	1-800213-09	01 -5865218	STREET RE-SUR STREET REPAIRS	045336	246.25
	1-800236-09	01 -5865218	STREET RE-SUR STREET REPAIRS	045336	537.00
01-000600 DONNA M. CREWS					
	1-08-24137	01 -5542308	CONTRACTED SE SCOREKEEPER FEES-14 GAMES	045337	112.00
01-000700 DUB ROSS CO.					
	1-0052302-IN	01 -5865218	STREET RE-SUR 17" X 13" CORR ARCH PIPE	045339	1,410.20
	1-0052302-IN	01 -5865218	STREET RE-SUR 17" X 13" HANDS W/CASKETS	045339	333.48
	1-0051302-IN	01 -5865218	STREET RE-SUR 17" X 13" METAL END SECTI	045339	79.06
01-000170 FIRE MARSHAL'S ASSOC OF					
	1-08-23904	01 -5401350	DUES & SUBSCR FUND DUES	045343	70.00

PACKET: 04011 CLAIMS FOR 3/24/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000100	FLAMECO FIRE & SAFETY CO						
		I-14732	01	-5810000	OPERATING SUP REFILLING FIRE EXT	045348	21.50
01-000110	H & O RENTAL CENTER, IN						
		I-8251	01	-5865219	STREET RE-SUR DOZER RENT FOR 1 MONTH	045347	3,100.00
01-000190	BRIDGEM IMPLEMENT INC						
		C-50362	01	-5860703	REPAIRS & MAI CREDIT	045349	136.05-
		C-CREDIT ON ACCT	01	-5860703	REPAIRS & MAI CREDIT	045349	17.50-
		C-CREDIT ON ACCT	01	-5860703	REPAIRS & MAI CREDIT	045349	55.26-
		I-12959	01	-5860703	REPAIRS & MAI CREDIT	045349	155.00
		I-53705	01	-5860703	REPAIRS & MAI IGNITION MODULE	045349	129.65
01-000075	HARRIS CONSTRUCTION SER						
		I-420106	01	-5865219	STREET RE-SUR FREIGHT/75 TON RIPRAP	045351	191.30
		I-420106	01	-5865219	STREET RE-SUR FREIGHT/75 TON RIPRAP	045351	67.48
		I-420269	01	-5865219	STREET RE-SUR FREIGHT ON 1000 TON CR	045351	4,889.90
01-000190	HILTI INC						
		I-1606113337	01	-5865202	OPERATING SUP CONCRETE SAW BLADE	045352	611.41
		I-1606113337	01	-5865204	SMALL TOOLS CONCRETE SAW BLADE	045352	611.40
01-000061	RICOH OFFICE SOLUTIONS,						
		I-5010695286	01	-5521208	CONTRACTED SE COPIER RICOH AF 1027	045353	18.08
		I-5010695286	01	-5521208	CONTRACTED SE CANON IR 3500 COPIER	045353	87.60
01-100110	IMPRESS OFFICE SUPPLY						
		I-027331	01	-5212202	OPERATING SUP DYMO ADDRESS LABELS	045354	13.02
		I-027517	01	-5211202	OPERATING SUP OFFICE SUPPLIES	045354	13.65
		I-027540	01	-5211202	OPERATING SUP OFFICE SUPPLIES	045354	19.30
		I-027555	01	-5212202	OPERATING SUP MISC. OFFICE SUPPLIES	045354	99.98
01-100140	INDIAN NATION WHOLESAL						
		I-4817367	01	-5862202	OPERATING SUP PAPER TOWELS	045355	233.75
		I-4817367	01	-5862202	OPERATING SUP DELIVERY CHARGE	045355	3.00
		I-4817367	01	-5865202	OPERATING SUP FLOOR CLEANER	045355	50.40
01-100195	INTEGRIS OCCUPATIONAL H						
		I-08-23656	01	-5321202	OPERATING SUP POLICE PENSION PHYSICAL	045356	450.00
01-000001	FRANK SCHMIDT WHOLESAL						
		I-151827	01	-5542000	DONATIONS EXP TREES FOR PARKS	045358	197.35
		I-152144	01	-5542000	DONATIONS EXP TREES FOR PARKS	045358	175.00
01-000430	JOHN WAYNE'S AUTO CLINI						
		I-5554	01	-5431316	REPAIRS & MAI TOWING BILL FOR MEDIC 2	045359	312.50
01-000439	JNR ADJUSTMENT CO.						
		I-08-24109	01	-5515323	DAMAGES CLAIM FOR REPAIR ATAT	045360	515.64

PACKET: 04011 CLAIMS FOR 3/04/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-KOYITO KEVIN RUSHING	1-09-24138	01 -5548204	CONTRACTED BY REFERRED TRIPS-17 JAMES	045361	240.00
01-ELIANT LABORATORY CONSULTANT S	1-023297	01 -5603344	DRUG TESTING MONTHLY RANDOM DRUG TEST1	045365	50.00
01-100075 LEONARD & RINEER, P.C.	1-08-24014	01 -5714301	CONSULTANTS/L PROFESSIONAL SERVICES	045364	106.18
01-100380 LOCKE SUPPLY CO.	1-9604233-00	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	045369	8.12
	1-9606606-00	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	045369	11.99
	1-9675022-00	01 -5548202	REPAIRS & MAI MAINTENANCE SUPPLIES	045369	11.18
	1-9744130-00	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	045369	121.80
	1-9748636-00	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	045369	19.96
	1-9803633-00	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	045369	33.03
	1-9926723-00	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	045369	28.34
	1-9964863-00	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	045369	5.77
01-100408 LOWE'S CREDIT SERVICES	1-01629	01 -5548316	REPAIRS & MAI MATERIALS FOR REMODEL	045370	47.14
	1-01711	01 -5548316	REPAIRS & MAI MATERIALS FOR REMODEL	045370	14.17
	1-05375	01 -5548316	REPAIRS & MAI MATERIALS FOR REMODEL	045370	154.04
	1-05454	01 -5548316	REPAIRS & MAI MATERIALS FOR REMODEL	045370	51.92
	1-05698	01 -5548316	REPAIRS & MAI MATERIALS FOR REMODEL	045370	173.07
	1-06055	01 -5548316	REPAIRS & MAI MATERIALS FOR REMODEL	045370	76.39
	1-06341	01 -5548316	REPAIRS & MAI MATERIALS FOR REMODEL	045370	20.97
	1-06880	01 -5548316	REPAIRS & MAI MATERIALS FOR REMODEL	045370	34.86
	1-06960	01 -5548316	REPAIRS & MAI MATERIALS FOR REMODEL	045370	45.21
	1-08966	01 -5548316	REPAIRS & MAI MATERIALS FOR REMODEL	045370	34.67
	1-09409	01 -5548316	REPAIRS & MAI MATERIALS FOR REMODEL	045371	123.00
	1-09519	01 -5548316	REPAIRS & MAI MATERIALS FOR REMODEL	045371	96.00
	1-09738	01 -5548316	REPAIRS & MAI MATERIALS FOR REMODEL	045371	22.97
01-100383 MARGARET MCMORROW - LOV	1-08-24052	01 -5714302	CONSULTANTS/L POP - PROFESSIONAL FEES	045372	856.53
	1-09-24052	01 -5714302	CONSULTANTS/L TAFF - PROFESSIONAL FEES	045372	541.10
01-100470 MILLER BROS. ENTERPRISE	1-10716-06	01 -5431203	REPAIRS & MAI GARAGE DOOR REPAIRS	045375	85.00
	1-10767-06	01 -5431203	REPAIRS & MAI TRANSMITTERS REPAIRS	045375	100.00
	1-10767-06	01 -5431203	REPAIRS & MAI LABOR FOR REPAIRS	045375	95.00
01-100570 MOORE MEDICAL CORP.	1-95560094	01 -5431202	OPERATING SUP MEDICAL SUPPLIES	045376	156.55
	1-95563109	01 -5431203	OPERATING SUP MEDICAL SUPPLIES	045376	180.85
01-100614 MOTOSAT	1-16551	01 -5431330	DUES & SUBSCR MOBIL INTERNET ACCESS	045377	1,559.88

PACKET: 04211 CLAIMS FOR 3/24/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR NAME	ITEM #	C/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-MC0070 MC CAIN'S LUMBER CO.					
	I-001119649	01 -5863119	STREET RE-SUR CONCRETE SUPPLIES	045374	11.88
	I-001120947	01 -5863119	STREET RE-SUR CONCRETE SUPPLIES	045374	78.41
	I-001121120	01 -5863119	STREET RE-SUR FORMING MATERIALS-CANAL	045374	1,000.00
	I-001121120	01 -5863119	STREET RE-SUR OVERRUN ON PO 04-239-B	045374	293.27
01-MC0096 MCAFEE & TRFT					
	I-291679	01 -5014307	CONSULTANTS/ REVIEW AUDIT LETTER	045380	61.50
01-MC0140 MCALESTER PAINT & SUPPL					
	I-026039	01 -5540203	REPAIRS & MAI ADDITIONAL PAINT & SUPPL	045382	20.84
	I-026069	01 -5540203	REPAIRS & MAI ADDITIONAL PAINT & SUPPL	045382	46.45
01-MC0169 MCALESTER REG HEALTH					
	I-CITYLAB 3/2/09	01 -5653348	DRUG TESTING NEW HIRE DRUG TESTING	045383	135.00
01-MC0200 MCALESTER SCOTTISH RITE					
	I-668996	01 -5545311	PARKING RENTA 6 MONTHS FEE FOR PARKING	045384	275.00
01-MC0206 MC DONALDS RESTURANT					
	I-# 54	01 -5321201	OPERATING SUP PRISONER MEALS	045385	9.14
	I-#38	01 -5321201	OPERATING SUP PRISONER MEALS	045385	4.19
	I-#46	01 -5321202	OPERATING SUP PRISONER MEALS	045385	3.49
	I-#51	01 -5321202	OPERATING SUP PRISONER MEALS	045385	3.46
	I-#60	01 -5321202	OPERATING SUP PRISONER MEALS	045385	5.32
	I-#64	01 -5321202	OPERATING SUP PRISONER MEALS	045385	4.89
	I-#77	01 -5321202	OPERATING SUP PRISONER MEALS	045385	9.12
	I-#81	01 -5321202	OPERATING SUP PRISONER MEALS	045385	4.57
	I-#87	01 -5321202	OPERATING SUP PRISONER MEALS	045385	3.19
01-MC0232 NATH TACTICAL OFF.ASSO					
	I-11811	01 -5321324	SWAT REGISTRATION FEE SWAT	045386	2,540.00
01-030075 O'REILLY AUTO PARTS					
	C-230-133398	01 -5862203	REPAIRS & MAI BLANKET PO/SMALL AUTO PAR	045388	45.00-
	I-0230-131111	01 -5862203	REPAIRS & MAI FUEL PUMP FOR VAN 1	045388	345.70
	I-0230-131194	01 -5862203	REPAIRS & MAI AC REFRIGERANT-ALL UNITS	045388	269.97
	I-0230-133336	01 -5540204	SMALL TOOLS EASY OUTS FOR REPAIRS	045388	39.96
	I-230-125852	01 -5862203	REPAIRS & MAI BLANKET PO/SMALL AUTO PAR	045388	108.67
	I-030-127490	01 -5862203	REPAIRS & MAI BLANKET PO/SMALL AUTO PAR	045388	37.05
	I-230-127772	01 -5862203	REPAIRS & MAI BLANKET PO/SMALL AUTO PAR	045388	8.99
	I-230-127825	01 -5862203	REPAIRS & MAI BLANKET PO/SMALL AUTO PAR	045388	7.04
	I-230-127878	01 -5862203	REPAIRS & MAI BLANKET PO/SMALL AUTO PAR	045388	75.74
	I-230-130873	01 -5862203	REPAIRS & MAI BLANKET PO/SMALL AUTO PAR	045388	120.99
	I-230-133367	01 -5862203	REPAIRS & MAI BLANKET PO/SMALL AUTO PAR	045388	143.85
	I-230-133400	01 -5862203	REPAIRS & MAI BLANKET PO/SMALL AUTO PAR	045388	17.10
01-000019 OKLAHOMA BUREAU OF NORC					
	I-09-24090	01 -5213336	FEES DRUG EDUCATION FEE	045390	320.00

PACKET: 0411 CLAIMS FOR 3/24/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR NAME	ITEM #	C/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000360 OXCOA					
	1-009393	01 -5710330	DUES & SUBSCR DIST F WORKSHOP - KI	045390	300.00
	1-08-23997	01 -5710330	DUES & SUBSCR SPRING WORKSHOP - KAREN	045391	100.00
	1-08-09997	01 -5710330	DUES & SUBSCR SPRING WORKSHOP - KARELA	045392	100.00
	1-08-24088	01 -5710330	DUES & SUBSCR SPRING WORKSHOP	045393	100.00
01-000390 GRIVUS					
	1-INV0294F	01 -5431302	OPERATING SUP MONTHLY SERVICE FOR	045393	330.00
01-000340 PETER STASICK					
	1-08-04053	01 -5650391	EMPLOYEE TRAV RELOCATION EXPENSES	045395	3,000.00
01-000450 PRIDE IN MCALESTER					
	1-JAN 09 - MARCH 09	01 -5215319	MISC. PRIDE I AS PER CONTRACT	045396	1,050.00
01-000510 PRO-KIL PEST CONTROL					
	1-49386	01 -5542202	OPERATING SUP MONTHLY PEST CONTROL	045397	116.00
	1-50148	01 -5542202	OPERATING SUP MONTHLY PEST CONTROL	045397	68.00
	1-50151	01 -5542202	REPAIRS & MAI QTR SPRAYING PEST CONTROL	045397	150.00
	1-50152	01 -5542202	OPERATING SUP MONTHLY PEST CONTROL	045397	100.00
	1-50225	01 -5542202	OPERATING SUP MONTHLY PEST CONTROL	045397	126.00
01-000560 PUBLIC SERVICE/ASP					
	1-08-24082	01 -5215313	ELECTRIC UTIL 90287590018 - GENERAL	045299	11,881.70
	1-08-24082	01 -5215313	ELECTRIC UTIL 95792346108 - ST. LIGHTS	045299	12,331.89
	1-08-24082	01 -5215313	ELECTRIC UTIL 95235582004 - LIBRARY	045299	1,438.43
	1-08-24082	01 -5215313	ELECTRIC UTIL 95692191224 - 301 W JEFFE	045299	54.55
	1-08-24082	01 -5215313	ELECTRIC UTIL 95205457302 - 1699 E CARL	045299	16.07
	1-08-24082	01 -5215313	ELECTRIC UTIL 95742358705 - PD/NARC	045299	175.15
01-000550 RADIO SHACK					
	1-271470	01 -5544202	OPERATING SUP SPEAKERS FOR PA SYSTEM	045398	259.10
01-000690 RAY INC					
	1-11705	01 -5862105	PETROLEUM PRO DIESEL FOR FLEET MAINTENA	045399	3,562.50
01-000300 RICHARD RUSHING					
	1-08-24139	01 -5542308	CONTRACTED SE REFEREE FEES-10 GAMES	045400	260.00
01-000360 RICKY S HACKLER					
	1-08-24141	01 -5542308	CONTRACTED SE REFEREE FEES-10 GAMES	045401	300.00
01-000190 SECURITY SYS. & ENG. IN					
	1-24994	01 -5547003	REPAIRS & MAI SECURITY ALARM MONITORING	045402	90.00
	1-24995	01 -5547003	REPAIRS & MAI SECURITY ALARM MONITORING	045402	90.00
01-000312 SERVICE & EQUIPMENT INT					
	1-2003-0205	01 -5431303	REPAIRS & MAI REPAIR GENERATOR	045403	564.00

PACKET: 04211 CLAIMS FOR 3/24/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-S00410 SONIC DRIVE-IN						
	I-08-24142	01 -5215323	DAMAGES SETTLEMENT OF DAMAGE CLAI	045405	1,600.00	
01-S00446 SOUTHEAST TILE CO.						
	I-3031	01 -5548203	REPAIRS & MAI CARPET FOR WATER OFFICE	045406	780.00	
01-S00710 STANDARD MACHINE LLC						
	I-206947	01 -5862203	REPAIRS & MAI BLANKET PO FOR METAL	045408	544.49	
	I-207093	01 -5862203	REPAIRS & MAI BLANKET PO FOR METAL	045408	110.55	
	I-207155	01 -5862203	REPAIRS & MAI BLANKET PO FOR METAL	045408	75.13	
01-S00725 STAPLES CREDIT PLAN						
	I-82412	01 -5653202	OPERATING SUP MISC OPERATING SUPPLIES	045409	228.34	
01-S00726 STAPLES BUSINESS ADVANT						
	I-3116013667	01 -5212202	OPERATING SUP FILE CABINET	045410	259.99	
	I-7050331169	01 -5542202	OPERATING SUP MISC COMPUTER SUPPLIES	045410	276.72	
	I-82242	01 -5225202	OPERATING SUP DRIVE CLEANER SOFTWARE	045410	69.99	
	I-83361	01 -5652202	OPERATING SUP MISC OPERATING SUPPLIES	045410	17.64	
	I-84193	01 -5652202	OPERATING SUP MISC OPERATING SUPPLIES	045410	32.97	
01-T00058 BIZTEL						
	I-3385	01 -5212202	OPERATING SUP MOVE TELEPHONE LINE-CORA	045411	63.75	
	I-3385	01 -5653202	OPERATING SUP MOVE TELEPHONE LINE-SHEIL	045411	63.75	
01-T00217 THE ST. PAUL COMPANIES						
	I-08-24070	01 -5215323	DAMAGES DEDUCTIBLE BILLING	045412	449.54	
01-T00400 TOWIN						
	I-08-24099	01 -5215323	DAMAGES SETTLEMENT OF DAMAGE CLAI	045413	1,250.00	
01-T00458 TONYA M BARNES						
	I-08-24136	01 -5542308	CONTRACTED SE SCOREKEEPER FEES-30 GAMES	045414	240.00	
01-U00128 UNITED PACKAGING & SHIP						
	I-63317	01 -5653330	DUES & SUBSCR SHIPPING CHARGES	045422	12.21	
01-U00130 UNITED SAFETY & CLAIMS						
	I-08-24107	01 -5215106	WORKMAN'S COM WORKERS COMP SETTLEMENT	045423	14,450.00	
01-W00270 WHITE ELECTRICAL SUPPLY						
	I-232314	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	045427	42.11	
	I-232674	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	045427	179.40	
	I-233180	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	045427	75.07	
	I-233226	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	045427	80.07	
01-Z00010 ZEE MEDICAL INK						
	I-0021792966	01 -5653213	SAFETY SUPPLI HISTENOL & ASPIRIN	045429	40.35	
	I-0021792977	01 -5542202	OPERATING SUP MEDICAL SUPPLIES	045429	133.55	
FUND 01 GENERAL FUND					TOTAL:	125,714.59

PACKET: 04211 CLAIMS FOR 3/24/09

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	C/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00103 ACCURATE LABS & MINING						
		I-9A07037	02 -5974304	LAB TESTING THM & HAA TESTING MONTHLY	045301	80.00
		I-9A07038	02 -5974304	LAB TESTING THM & HAA TESTING MONTHLY	045301	100.00
		I-9A21050	02 -5974308	CONTRACTED SE STAGE 2 DBPR	045301	1,360.00
		I-9A21074	02 -5974304	LAB TESTING THM & HAA TESTING MONTHLY	045301	50.00
		I-9B04015	02 -5974304	LAB TESTING THM & HAA TESTING MONTHLY	045301	100.00
		I-9B17012	02 -5974304	LAB TESTING THM & HAA TESTING MONTHLY	045301	50.00
		I-9B17013	02 -5974304	LAB TESTING THM & HAA TESTING MONTHLY	045301	80.00
01-A00170 ADA PAPER CO.						
		I-231971	02 -5871202	OPERATING SUP COPY PAPER - ENGINEERING	045302	63.50
		I-231971	02 -5972203	REPAIRS & MAI COPY PAPER - UTILITIES	045302	63.50
01-A00267 AIRGAS						
		I-106651165	02 -5973304	LAB TESTING DISTILLED WATER FOR TESTI	045304	65.00
		I-106916407	02 -5974316	REPAIRS & MAI RENTAL ON TANKS FOR GAS	045304	29.40
		I-106916409	02 -5973304	LAB TESTING DISTILLED WATER FOR TESTI	045304	65.77
		I-106935633.	02 -5974316	REPAIRS & MAI RENTAL ON TANKS FOR GAS	045304	27.52
		I-106935635	02 -5973304	LAB TESTING DISTILLED WATER FOR TESTI	045304	60.37
		I-106954789	02 -5974316	REPAIRS & MAI RENTAL ON TANKS FOR GAS	045305	28.78
		I-106973662	02 -5974316	REPAIRS & MAI RENTAL ON TANKS FOR GAS	045305	29.40
01-A00747 AT&T						
		I-08-24083	02 -5267315	TELEPHONE UTI 91842393004101 - MPWA	045296	3,458.87
		I-08-24083	02 -5267315	TELEPHONE UTI 91814751133780 - DATA LIN	045296	49.00
01-A00751 ATWOODS						
		I-3212844	02 -5973203	REPAIRS & MAI SUPPLIES	045307	124.94
		I-3219762	02 -5973203	REPAIRS & MAI SUPPLIES	045307	125.21
		I-3238543	02 -5216202	OPERATING SUP GLOVES FOR READERS	045307	13.98
		I-3239800	02 -5973203	REPAIRS & MAI SUPPLIES	045307	245.67
01-A00770 AUTO PARTS CO						
		I-829832	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045309	87.68
		I-831988	02 -5974203	REPAIRS & MAI OPEN PO FOR SUPPLIES	045309	50.35
		I-833072	02 -5974203	REPAIRS & MAI OPEN PO FOR SUPPLIES	045309	24.73
		I-834215	02 -5974203	REPAIRS & MAI OPEN PO FOR SUPPLIES	045309	19.89
		I-834532	02 -5974203	REPAIRS & MAI OPEN PO FOR SUPPLIES	045309	20.13
		I-835365	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045309	34.66
		I-835392	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045309	199.58
		I-835474	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045309	57.32
		I-835517	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045309	102.09
		I-835518	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045309	182.90
		I-835618	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045309	70.56
		I-835746	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045309	162.51
		I-835841	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045309	85.22
		I-835842	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045309	30.37
		I-835887	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045310	167.09
		I-835918	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045310	41.64

PACKET: 04211 CLAIMS FOR 3/24/09

VENDOR SET: 01

FUND : 02 MPWA

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

01-400770	AUTO PARTS CO	continued				
		I-835955	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045310	123.24
		I-835990	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045310	69.92
		I-836004	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045310	69.89
		I-836034	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045310	59.64
		I-836035	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045310	8.44
		I-836040	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045310	6.18
		I-836169	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045310	112.51
		I-836271	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045310	99.62
		I-836297	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045310	70.07
		I-836309	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045310	94.95
		I-836311	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045310	55.38
		I-836346	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045311	47.69
		I-836358	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045311	155.87
		I-836383	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045311	40.16
		I-836442	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045311	80.07
		I-836444	02 -5862203	REPAIRS & MAI STARTER FOR LOADER	045311	355.00
		I-836449	02 -5862205	PETROLEUM PRO JT 6 MYSTIC GREASE	045311	164.62
		I-836498	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045311	178.93
		I-836662	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045311	158.79
		I-836715	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045311	64.39
		I-836717	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045311	45.37
01-800150	BEALES GOODYEAR TIRES					
		I-MC-160907	02 -5862203	REPAIRS & MAI TIRE & TUBE FOR W-38	045313	226.25
		I-MC-161063	02 -5862203	REPAIRS & MAI SPARE PIOLET WHEELS	045313	428.00
01-800180	BEMAC SUPPLY					
		I-S1421425.001	02 -5974316	REPAIRS & MAI MAINT SUPPLIES	045314	269.71
		I-S1434934.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	045314	25.40
		I-S1435500.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	045314	10.65
		I-S1436313.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	045314	69.06
		I-S1436401.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	045314	15.35
		I-S1436519.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	045314	92.24
		I-S1436553.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	045314	43.70
		I-S1436591.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	045314	190.00
		I-S1437149.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	045314	71.11
		I-S1437256.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	045314	37.54
		I-S1437439.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	045314	9.48
		I-S1437486.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	045314	24.49
		I-S1437755.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	045314	20.77
		I-S1437982.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	045314	174.94
		I-S1438209.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	045315	31.18
		I-S1438735.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	045315	3.44
		I-S1439103.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	045315	23.12
		I-S1439670.001	02 -5974316	REPAIRS & MAI MAINT SUPPLIES	045315	152.93
		I-S1439819.001	02 -5974316	REPAIRS & MAI MAINT SUPPLIES	045315	53.46
		I-S1440142.001	02 -5974316	REPAIRS & MAI MAINT SUPPLIES	045315	5.66
		I-S1440146.001	02 -5974316	REPAIRS & MAI MAINT SUPPLIES	045315	209.53

PACKET: 04211 CLAIMS FOR 3/24/09

VENDOR SET: 01

FUND : 00 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00180	BEMAC SUPPLY			continued		
		I-S1440146.001	02 -5974316	REPAIRS & MAI MAINT SUPPLIES	045315	201.01
		I-S1440160.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	045315	10.66
		I-S1440392.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	045315	32.64
		I-S1440452.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	045315	107.19
		I-S1440500.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	045315	7.05
		I-S1441112.001	02 -5974316	REPAIRS & MAI MAINT SUPPLIES	045315	31.96
		I-S1441191.001	02 -5975202	OPERATING SUP MAINTENANCE SUPPLIES	045315	75.77
		I-S1441658.001	02 -5974316	REPAIRS & MAI MAINT SUPPLIES	045316	25.64
		I-S1441785.001	02 -5974316	REPAIRS & MAI MAINT SUPPLIES	045316	6.21
		I-S1442338.001	02 -5974316	REPAIRS & MAI MAINT SUPPLIES	045316	24.74
		I-S1443017.001	02 -5974316	REPAIRS & MAI MAINT SUPPLIES	045316	6.46
01-B00360	BLUE BOOK (USA)					
		I-769464	02 -5974316	REPAIRS & MAI PRESSURE RELIEF VALVE PVC	045319	1,578.98
01-B00491	BRENNTAG SOUTHWEST					
		I-BSW126312	02 -5973206	MAJOR CHEMICA CHLORINE GAS 1 TON	045321	560.00
01-C00320	CENTERPOINT ENERGY ARKL					
		I-08-24062	02 -5267314	GAS UTILITY 5755988-BARN	045297	469.65
01-C00880	CULLIGAN WATER COND INC					
		I-DI-45	02 -5974316	REPAIRS & MAI DISTILLED WATER FOR TEST	045327	211.23
01-D00322	DEPT. OF ENVIR. QUALITY					
		I-DEQ 3-11-09	02 -5973329	DEQ FEES TEMPORARY LICENSE	045331	40.00
01-D00540	DOLESE BROTHERS					
		I-8-00171-09	02 -5864203	REPAIRS & MAI 750 TON GRAVEL FOR LANDEFI	045335	2,150.50
01-E00254	EQUIPMENT SOUTHWEST, IN					
		I-26154	02 -5862203	REPAIRS & MAI HIGH PRESSURE WATER PUMP	045339	12,085.17
01-E00265	ERM: ENVIRONMENTAL LABS					
		I-0900510	02 -5973304	LAB TESTING LAB TESTING	045340	125.00
		I-0900511	02 -5973304	LAB TESTING LAB TESTING	045340	175.25
		I-0900838	02 -5973304	LAB TESTING LAB TESTING	045340	175.25
		I-0900839	02 -5973304	LAB TESTING LAB TESTING	045340	125.00
		I-0901186	02 -5973304	LAB TESTING LAB TESTING	045340	175.25
		I-0901187	02 -5973304	LAB TESTING LAB TESTING	045340	125.00
01-E00321	EVANS ENTERPRISES, INC.					
		I-1072238	02 -5973203	REPAIRS & MAI REP FLOATING HEATER MOTOR	045341	2,033.16
01-F00037	FASLENAL					
		I-OKMCA76334	02 -5973203	REPAIRS & MAI SUPPLIES FOR BOTH PLANTS	045342	37.58
		I-OKMCA76461	02 -5973203	REPAIRS & MAI SUPPLIES FOR BOTH PLANTS	045342	37.43
		I-OKMCA76693	02 -5973203	REPAIRS & MAI SUPPLIES FOR BOTH PLANTS	045342	30.87

PACKET: 04211 CLAIMS FOR 3/24/09

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00037	EASTENAL		continued			
		I-OKMCA77394	02 -5973203	REPAIRS & MAI SUPPLIES FOR BOTH PLANTS	045342	100.89
		I-OKMCA77706	02 -5973203	REPAIRS & MAI SUPPLIES FOR BOTH PLANTS	045342	43.00
		I-OKMCA77779	02 -5973203	REPAIRS & MAI SUPPLIES FOR BOTH PLANTS	045342	93.30
01-P00170	FIRST NATIONAL BANK					
		I-08-24031	02 -5267523	LEASE/LOANS LEASE FOR SANITATION TRUC	045344	56,139.24
01-P00251	FORT COBB FUEL AUTHORITY					
		I-08-24048	02 -5267314	GAS UTILITY GAS FOR HEREFORD	045298	546.33
01-P00310	FRONTIER INTNL. TRUCKS					
		I-760403	02 -5862203	REPAIRS & MAI FANS FOR SW-1 & SW-2	045346	356.18
		I-760403	02 -5862203	REPAIRS & MAI FREIGHT FOR FANS	045346	22.50
01-H00040	HACH CHEMICAL					
		I-6077686	02 -5974304	LAB TESTING TESTING SUPPLIES	045350	1,128.73
		I-6077686A	02 -5974304	LAB TESTING TESTING SUPPLIES	045350	357.93
01-I00110	IMPRESS OFFICE SUPPLY					
		I-027292	02 -5871202	OPERATING SUP INK AND MISC OFFICE SUPPL	045354	53.36
		I-027388	02 -5871202	OPERATING SUP INK AND MISC OFFICE SUPPL	045354	34.99
		I-027425	02 -5871202	OPERATING SUP INK AND MISC OFFICE SUPPL	045354	54.80
		I-027551	02 -5871202	OPERATING SUP INK AND MISC OFFICE SUPPL	045354	8.28
		I-02781	02 -5871202	OPERATING SUP INK AND MISC OFFICE SUPPL	045354	11.80
01-I00140	INDIAN NATION WHOLESALE					
		I-4817367	02 -5866202	OPERATING SUP TOILET TISSUE	045355	363.60
01-K00210	KIAMICHI ELECTRIC COOP.					
		I-08-24123	02 -5267313	ELECTRIC UTIL ELECTRIC FOR HEREFORD	045364	251.96
01-L00082	LANDFILL EQUIPMENT					
		I-2421	02 -5864312	EQUIPMENT REN 1ST MONTH RENT-TRASH COMP	045367	7,500.00
		I-2421	02 -5864312	EQUIPMENT REN FREIGHT-TRASH COMPACTOR	045367	5,250.00
01-L00428	LOWE'S CREDIT SERVICES					
		I-01048	02 -5973316	REPAIRS & MAI MAINT SUPPLIES	045370	89.70
		I-01526	02 -5973316	REPAIRS & MAI MAINT SUPPLIES	045370	93.30
		I-07386	02 -5973316	REPAIRS & MAI MAINT SUPPLIES	045370	26.58
		I-09068	02 -5973316	REPAIRS & MAI MAINT SUPPLIES	045370	230.27
		I-09390	02 -5973316	REPAIRS & MAI MAINT SUPPLIES	045371	26.03
		I-09883	02 -5973316	REPAIRS & MAI MAINT SUPPLIES	045371	20.90
01-M00304	MESHAK & ASSOC. INC					
		I-#7	02 -5871302	CONSULTANTS(H STORMWATER CONTRACT	045374	28,412.02
01-M00095	MCLESTER FENCE					
		I-001355	02 -5973203	REPAIRS & MAI FENCE AROUND PROPANE TANK	045379	1,735.00

PACKET: 04211 CLAIMS FOR 3/24/09

VENDOR SET: 01

FUND 1 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000341	NORTHERN EQUIP. CO.					
		I-#7	02 -5974401	CAPITAL OUTLA ENHANCED COAGULATION	045387	123,768.39
01-000075	O'REILLY AUTO PARTS					
		C-0030-129950	02 -5973316	REPAIRS & MAI SUPPLIES FOR REPAIRS	045388	25.32
		I-0230-110609	02 -5973316	REPAIRS & MAI SUPPLIES FOR REPAIRS	045388	146.63
		I-0230-111103	02 -5973316	REPAIRS & MAI SUPPLIES FOR REPAIRS	045388	81.14
		I-0230-121799	02 -5973316	REPAIRS & MAI SUPPLIES FOR REPAIRS	045388	134.44
		I-0230-125033	02 -5973316	REPAIRS & MAI SUPPLIES FOR REPAIRS	045388	19.13
		I-0230-125390	02 -5973316	REPAIRS & MAI SUPPLIES FOR REPAIRS	045388	58.02
		I-0230-129390	02 -5973316	REPAIRS & MAI SUPPLIES FOR REPAIRS	045388	38.62
		I-0230-131389	02 -5973316	REPAIRS & MAI SUPPLIES FOR REPAIRS	045388	7.58
01-000295	OKLA. FLOODPLAIN MGMT.A					
		I-1135	02 -5871331	EMPLOYEE TRAV OFWA SPRING WORKSHOP	045391	60.00
01-P00560	PUBLIC SERVICE/AEP					
		I-08-24082	02 -5267313	ELECTRIC UTIL 95043496827 - MPWA	045299	35,818.87
01-R00600	RURAL WATER DISTRICT #1					
		I-08-24047	02 -5267316	WATER UTILITY WATER @ LANDFILL	045300	153.29
01-S00351	SIGNATURE SCIENCE					
		I-24000961-08	02 -5974304	LAB TESTING CYTOSPORIDIUM TEST	045404	368.00
		I-24000961-11	02 -5974304	LAB TESTING CYTOSPORIDIUM TEST	045404	368.00
01-S00530	SOUTHWEST CHEMICAL SERV					
		I-25425	02 -5974206	MAJOR CHEMICA 2 TOTES CARUSOL 20	045407	5,800.00
		I-85067A	02 -5974206	MAJOR CHEMICA CAUSTIC	045407	1,024.00
		I-85393	02 -5974206	MAJOR CHEMICA 1 TRUCK LOAD CAUSTIC	045407	8,156.00
		I-85422	02 -5974206	MAJOR CHEMICA CAUSTIC	045407	1,560.60
		I-85423	02 -5974206	MAJOR CHEMICA 4 TOTES OF ALUM	045407	1,055.60
		I-85424	02 -5974206	MAJOR CHEMICA 10 BARRELS PHASPHATE	045407	4,750.00
		I-85424A	02 -5974206	MAJOR CHEMICA CAUSTIC	045407	928.40
		I-85425A	02 -5974206	MAJOR CHEMICA CAUSTIC	045407	195.00
		I-85487	02 -5974206	MAJOR CHEMICA TOTE OF POLYMER	045407	2,424.00
01-S00710	STANDARD MACHINE LLC					
		I-207173	02 -5862203	REPAIRS & MAI PARTS FOR ALL MPWA EQUIP	045408	378.46
		I-207209	02 -5862203	REPAIRS & MAI DRIVE SHAFT FOR SW-11	045408	240.00
		I-207264	02 -5862203	REPAIRS & MAI HYDROLIC FILTER FOR SW-4	045408	961.90
		I-207324	02 -5974203	REPAIRS & MAI HOSE TO TRANSFER CHEMICAL	045408	152.66
01-S00725	STAPLES CREDIT PLAN					
		I-76920	02 -5973203	REPAIRS & MAI INK CARTRIDGES & SUPPLIES	045409	234.14
01-S00726	STAPLES BUSINESS ADVANT					
		I-82986	02 -5972316	REPAIRS & MAI SUPPLIES	045410	87.58
		I-85687	02 -5972316	REPAIRS & MAI SUPPLIES	045410	89.98

PACKET: 04211 CLAIMS FOR 3/24/09

VENDOR SET: 01

FUND : 02 MFWA

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-700473 TONY'S REFRIGERATION, I					
	I-114	02 -5974316	REPAIRS & MAI ELECT WORK/SEMINOLE TOWER	045415	752.84
01-700605 TULSA CITY-COUNTY					
	I-9211	02 -5974304	LAB TESTING COLIFORM TESTING	045417	440.00
01-000051 UTILITY SUPPLY CO.					
	I-038394	02 -5975202	OPERATING SUP 3/4" SENSUS WATER METERS	045418	500.00
	I-058394	02 -5975202	OPERATING SUP 2" SENSUS WATER METERS	045418	1,455.00
01-000053 UTILITY SUPPLY					
	I-036164	02 -5975209	UTILITY MAINT MAINTENANCE SUPPLIES	045419	66.60
	I-036795	02 -5975209	UTILITY MAINT MAINTENANCE SUPPLIES	045419	202.50
	I-036852	02 -5975209	UTILITY MAINT MAINTENANCE SUPPLIES	045419	297.30
	I-036939	02 -5975209	UTILITY MAINT MAINTENANCE SUPPLIES	045419	118.83
	I-037382	02 -5975209	UTILITY MAINT MAINTENANCE SUPPLIES	045419	734.91
	I-037383	02 -5975209	UTILITY MAINT MAINTENANCE SUPPLIES	045419	105.93
	I-037770	02 -5975209	UTILITY MAINT MAINTENANCE SUPPLIES	045419	89.00
	I-037772	02 -5975209	UTILITY MAINT MAINTENANCE SUPPLIES	045419	109.97
	I-037838	02 -5975209	UTILITY MAINT MAINTENANCE SUPPLIES	045419	174.00
	I-037839	02 -5975209	UTILITY MAINT MAINTENANCE SUPPLIES	045419	257.50
	I-037954	02 -5975209	UTILITY MAINT MAINTENANCE SUPPLIES	045419	171.02
	I-038108	02 -5975209	UTILITY MAINT MAINTENANCE SUPPLIES	045419	135.47
	I-038109	02 -5975209	UTILITY MAINT MAINTENANCE SUPPLIES	045419	343.76
	I-038206	02 -5975209	UTILITY MAINT MAINTENANCE SUPPLIES	045419	114.00
	I-038207	02 -5975209	UTILITY MAINT MAINTENANCE SUPPLIES	045420	194.55
01-000070 ULTRA-CHEM, INC.					
	I-951607	02 -5973203	REPAIRS & MAI ENZYME FOR GREASE PROBLEM	045421	733.56
01-000128 UNITED PACKAGING & SHIP					
	I-59799	02 -5974304	LAB TESTING WATER SAMPLED	045422	151.24
	I-60043	02 -5973304	LAB TESTING MAIL SAMPLES	045422	41.89
	I-60114	02 -5973304	LAB TESTING MAIL SAMPLES	045422	38.51
	I-60971	02 -5973304	LAB TESTING MAIL SAMPLES	045422	42.12
	I-61473	02 -5974304	LAB TESTING WATER SAMPLED	045422	148.19
	I-61517	02 -5973304	LAB TESTING MAIL SAMPLES	045422	45.90
	I-61967	02 -5973304	LAB TESTING MAIL SAMPLES	045422	44.91
	I-62513	02 -5974304	LAB TESTING WATER SAMPLED	045422	132.83
	I-62569	02 -5973304	LAB TESTING MAIL SAMPLES	045422	44.73
01-000130 UNITED SAFETY & CLAIMS					
	I-08-24108	02 -5267106	WORKMAN'S COM WORKERS COMP	045424	15,988.44
01-000060 WASTE RESEARCH INC.					
	I-10050	02 -5862203	REPAIRS & MAI CABLE, CABLE BUTTON	045426	2,443.02
01-000270 WHITE ELECTRICAL SUPPLY					
	I-229920	02 -5974316	REPAIRS & MAI MAINTENANCE SUPPLY'S	045427	166.08

PACKET: 04211 CLAIMS FOR 3/24/09

VENDOR SET: 01

FUND : 02 MPWA

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-W00270 WHITE ELECTRICAL SUPPLY continued					
	I-230068	02 -5974316	REPAIRS & MAI MAINTENANCE SUPPLY'S	045427	25.52
	I-230171	02 -5974316	REPAIRS & MAI MAINTENANCE SUPPLY'S	045427	34.91
	I-230613	02 -5974316	REPAIRS & MAI MAINTENANCE SUPPLY'S	045427	220.68
	I-232462	02 -5974316	REPAIRS & MAI MAINTENANCE SUPPLY'S	045427	61.04
	I-232534	02 -5974316	REPAIRS & MAI MAINTENANCE SUPPLY'S	045427	37.96
	I-232790	02 -5974316	REPAIRS & MAI MAINTENANCE SUPPLY'S	045427	141.73
01-X00020 XEROX CORP-MAJOR ACCOUN					
	I-038942412	02 -5871202	OPERATING SUP MONTHLY PAYMENT - FEB	045426	280.48
		FUND 02 MPWA	TOTAL:		351,532.73

PACKET: 04211 CLAIMS FOR 3/24/09

VENDOR SET: 01

FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-100078	LAMBERT MECHANICAL INC					
		I-080882	03 -5876316	REPAIRS & MAI NEW A/C COMPRESSOR	045366	5,045.95
01-P00560	PUBLIC SERVICE/AEP					
		I-08-24082	03 -5876313	ELECTRIC UT:1. 95291700219 - AIRPORT	045299	1,002.65
			FUND	03 AIRPORT AUTHORITY	TOTAL:	6,048.60

PACKET: 04211 CLAIMS FOR 3/14/09

VENDOR SET: 01

FUND : 05 PARKING AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00560	PUBLIC SERVICE/AEP	1-08-24082	05 -5219313	ELECTRIC UTIL 95044019006 - PARKING AUT	046299	148.21
			FUND	05 PARKING AUTHORITY	TOTAL:	148.21

PACKET: 04211 CLAIMS FOR 3/24/09

VENDOR SET: 01

FUND : 08 NUTRITION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-ACC747	AT&T					
		1-08-24083	08 -5549315	TELEPHONE UTI 918A4006692564 - NUTRITIO	045396	115.17
01-000213	DEBBIE COMPTON					
		1-08-24135	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	045330	150.00
		1-08-24146	08 -5549308	CONTRACT SERV REIMBURSEMENT FOR MILEAGE	045330	101.50
01-000220	KENNETH EUGENE CARR					
		1-08-24133	08 -5549308	CONTRACT SERV REIMBURSEMENT OF MILEAGE	045348	137.50
01-K00166	KENNETH BAKER					
		1-08-24132	08 -5549308	CONTRACT SERV REIMBURSEMENT FOR MILEAGE	045362	110.00
		1-08-24134	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	045362	150.00
			FUND	08 NUTRITION	TOTAL:	783.67

PACKET: 04211 CLAIMS FOR 3/24/09

VENDOR SET: 01

FUND : 28 SE EXPO CTR/TOURISM FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-800192	BEN E. KEITH					
		1-00820272	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	045317	1,460.14
01-000823	COUNTRY MART					
		1-4290 7 18 114	28 -5654224	CATERING COOKIES FOR DHS	045325	148.50
		1-4290 7 19 114	28 -5654224	CATERING COOKIES FOR DHS	045325	198.00
01-000705	DAYLIGHT DONUTS					
		1-2503-24	28 -5654224	CATERING DONUTS FOR DHS 3/4/09	045329	30.08
01-K00208	KIAMIACHI COUNTRY					
		1-0000001	28 -5654317	ADVERTISING & AD IN OKLAHOMA TODAY	045363	747.50
01-P00210	PEPSI COLA					
		1-136738	28 -5654210	CONCESSION SU BAG-N-BOX & CO2 FOR OSSAA	045394	140.00
01-PC0560	PUBLIC SERVICE/AEP					
		1-08-24082	28 -5654313	ELECTRIC UTIL 95297190423 - EXPO	045299	5,843.95
01-TC0540	TREATS SOLUTIONS INC					
		1-002170	28 -5654203	REPAIR & MAIN JANITORIAL SUPPLIES	045416	57.24
		1-109700AA	28 -5654203	REPAIR & MAIN JANITORIAL SUPPLIES	045416	45.50
01-W00040	WALMART COMMUNITY BRC					
		1-002669	28 -5654224	CATERING CATERING FOR DHS	045425	249.06
		1-003235	28 -5654224	CATERING CATERING FOR DHS	045425	243.74
		1-003908	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	045425	55.84
		1-005089	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	045425	146.60
		1-006833	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	045425	301.11
		1-007834	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	045425	60.66
		1-008229	28 -5654224	CATERING CATERING FOR DHS	045425	185.66
		1-009316	28 -5654224	CATERING CATERING FOR DHS	045425	40.00
		1-009556	28 -5654224	CATERING CATERING FOR DHS	045425	226.92
		1-010306	28 -5654224	CATERING CATERING FOR DHS	045425	40.00
01-W00270	WHITE ELECTRICAL SUPPLY					
		1-233178	28 -5654203	REPAIR & MAIN LIGHT BULBS	045427	168.00
FUND 28 SE EXPO CTR/TOURISM FUND TOTAL:						10,388.50

PACKET: 04211 CLAIMS FOR 3/04/09

VENDOR SET: 01

FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00747	AT&T					
		I-09-04083	29 -5324315	TELEPHONE UTI 91868300256872 - E911	045296	2,515.41
01-700104	INTERACT					
		I-PA002853	29 -5324308	CONTRACTED SE OK MCALESTER - M & P	045357	86,025.80
			FUND	29 E-911	TOTAL:	88,541.21

PACKET: 04211 CLAIMS FOR 3/24/09

VENDOR SET: 01

FUND : 30 ECONOMIC DEVELOPMENT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-M00270	NEDS					
		I-08-24120	30 -5211360	MC ECONOMIC D CONTINGED FUNDING	045373	20,500.00
		I-MARCH 09	30 -5211360	MC ECONOMIC D MONTHLY EXPENSE CONTRACT	045373	12,500.00
01-M00134	MCLESTER MAIN STREET					
		I-MARCH 09	30 -5211319	MISCELLANEOUS MARCH 2009	045381	1,916.67
			FUND 30 ECONOMIC DEVELOPMENT	TOTAL:		35,916.67
				REPORT GRAND TOTAL:		619,074.16

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2008-2009	01 -5101202	OPERATING SUPPLIES	381.00	2,000	716.51		
	01 -5210202	OPERATING SUPPLIES	127.00	5,500	692.57		
	01 -5211202	OPERATING SUPPLIES	157.15	6,050	1,667.16		
	01 -5212202	OPERATING SUPPLIES	499.24	2,400	380.32		
	01 -5213202	OPERATING SUPPLIES	31.75	3,000	462.20		
	01 -5213330	DUES & SUBSCRIPTIONS	445.00	800	210.00		
	01 -5213336	FEES	320.00	122,000	43,737.47		
	01 -5213337	COLLECTION SERVICES	855.61	20,000	15,610.94		
	01 -5214302	CONSULTANTS/LABOR RELATION	2,382.38	119,965	33,013.79		
	01 -5215106	WORKMAN'S COMP	14,450.00	233,525	5,267.52-	Y	
	01 -5215313	ELECTRIC UTILITY	25,297.81	409,375	110,784.76		
	01 -5215314	GAS UTILITY	6,367.07	15,000	6,591.90		
	01 -5215315	TELEPHONE UTILITY	1,172.44	71,628	27,428.41		
	01 -5215319	MISC. PRIDE IN MCALESTER	1,250.00	5,000	41.86-	Y	
	01 -5215323	DAMAGES	4,229.96	80,000	9,583.47		
	01 -5225202	OPERATING SUPPLIES	69.99	4,000	933.01		
	01 -5320202	OPERATING EXPENSE	68.50	5,000	1,578.83		
	01 -5321202	OPERATING SUPPLIES	585.39	15,000	7,680.01		
	01 -5321308	CONTRACTED SERVICES	455.68	20,683	11,572.17		
	01 -5321324	SWAT	2,540.00	10,000	4,157.36		
	01 -5431202	OPERATING SUPPLIES	2,029.66	27,000	3,120.43		
	01 -5431203	REPAIRS & MAINT SUPPLIES	834.00	18,000	12,596.17		
	01 -5431316	REPAIRS & MAINTENANCE	365.50	16,000	1,362.68		
	01 -5431330	DUES & SUBSCRIPTIONS	1,579.98	13,000	5,808.12		
	01 -5542202	OPERATING SUPPLIES	1,464.83	48,000	27,863.36		
	01 -5542203	REPAIRS & MAINT SUPPLIES	566.64	26,000	1,064.55		
	01 -5542204	SMALL TOOLS	39.96	3,000	1,281.33		
	01 -5542220	DONATIONS EXPENSE	472.35	75,000	71,878.54		
	01 -5542308	CONTRACTED SERVICES	1,272.00	25,000	7,802.41		
	01 -5543202	OPERATING SUPPLIES	76.83	10,500	7,324.14		
	01 -5544202	OPERATING SUPPLIES	259.12	8,000	2,229.32		
	01 -5544203	REPAIRS & MAINTENANCE SUPP	160.00	2,000	124.64		
	01 -5545311	PARKING RENTAL	375.00	4,500	0.00		
	01 -5547203	REPAIRS & MAINT SUPPLIES	369.96	10,000	669.65		
	01 -5548203	REPAIRS & MAINTENANCE SUPP	1,960.47	40,000	4,803.77		
	01 -5548316	REPAIRS & MAINTENANCE	1,030.63	16,000	7,054.86		
	01 -5652202	OPERATING SUPPLIES	50.61	5,200	965.30		
	01 -5652319	DEMOLITION	12,199.82	25,000	3,073.18		
	01 -5652331	EMPLOYEE TRAVEL & TRAININ	3,000.00	2,045	3,255.36-	Y	
	01 -5653202	OPERATING SUPPLIES	355.59	2,500	645.04		
	01 -5653213	SAFETY SUPPLIES	40.35	8,500	4,521.70		
	01 -5653330	DUES & SUBSCRIPTIONS	12.21	1,000	253.89		
	01 -5653348	DRUG TESTING & MISC. FEES	185.00	8,000	2,977.25		
	01 -5862202	OPERATING SUPPLIES	236.75	2,000	680.48		
	01 -5862203	REPAIRS & MAINT SUPPLIES	5,303.50	170,670	10,724.13		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	*** LINE ITEM ***		*** GROUP BUDGET ***	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
01	-5862205	PETROLEUM PRODUCTS	3,562.50	438,000	177,273.25		
01	-5862202	OPERATING SUPPLIES	661.81	3,000	309.32		
01	-5862204	SMALL TOOLS	611.40	2,500	305.28		
01	-5865218	STREET RE-SURFACING	24,961.25	173,000	9,631.06		
02	-5216202	OPERATING SUPPLIES	13.98	14,385	300.09	Y	
02	-5267106	WORKMAN'S COMP	15,988.44	208,525	3,553.14		
02	-5267313	ELECTRIC UTILITY	36,070.83	549,699	132,259.07		
02	-5267314	GAS UTILITY	1,015.98	9,000	5,653.66		
02	-5267315	TELEPHONE UTILITY	3,507.87	34,800	4,721.19		
02	-5267316	WATER UTILITY	153.29	3,500	1,672.26		
02	-5267523	LEASE/LOANS	56,139.24	100,000	43,860.76		
02	-5862203	REPAIRS & MAINT SUPPLIES	20,262.21	239,000	29,696.27		
02	-5862205	PETROLEUM PRODUCTS	164.62	200,000	65,921.89		
02	-5864203	REPAIRS & MAINT SUPPLIES	2,150.50	31,500	2,958.96		
02	-5864312	EQUIPMENT RENTALS	12,750.00	96,500	35,950.00		
02	-5866202	OPERATING SUPPLIES	363.60	2,000	41.75		
02	-5871202	OPERATING SUPPLIES	507.21	5,145	360.81		
02	-5871302	CONSULTANTS (HMP & SW PHASE)	28,412.02	80,000	27,662.77		
03	-5871331	EMPLOYEE TRAVEL & TRAININ	60.00	1,750	395.37		
02	-5972203	REPAIRS & MAINT SUPPLIES	63.50	1,000	173.28		
02	-5972316	REPAIRS & MAINT.	177.56	500	41.96		
02	-5973203	REPAIRS & MAINT SUPPLIES	5,574.75	57,500	7,839.97		
02	-5973206	MAJOR CHEMICALS	560.00	5,000	4,234.16		
02	-5973304	LAB TESTING	1,349.95	20,000	1,988.60		
02	-5973316	REPAIRS & MAINTENANCE	943.01	65,000	17,923.08		
02	-5973329	DEQ FEES	40.00	13,000	12,141.00		
02	-5974203	REPAIRS & MAINT SUPPLIES	267.76	40,000	15,626.93		
02	-5974206	MAJOR CHEMICALS	25,893.60	350,000	66,555.82		
02	-5974304	LAB TESTING	3,554.92	31,000	965.38		
02	-5974308	CONTRACTED SERVICES	1,360.00	55,000	2,770.09		
02	-5974316	REPAIRS & MAINTENANCE	4,333.18	75,000	58,012.66		
02	-5974401	CAPITAL OUTLAY	123,768.39	1,006,785	165,528.16		
02	-5975202	OPERATING SUPPLIES	3,030.98	30,000	1,639.76		
02	-5975209	UTILITY MAINTENANCE SUPP.	3,055.34	30,000	1,705.45		
03	-5876313	ELECTRIC UTILITY	1,002.65	11,824	2,519.13		
03	-5876316	REPAIRS & MAINTENANCE	5,045.95	6,020	4.80		
05	-5218313	ELECTRIC UTILITY	148.21	4,560	2,911.84		
08	-5549308	CONTRACT SERVICES	668.50	13,530	2,008.48		
08	-5549315	TELEPHONE UTILITY	115.17	1,500	465.78		
28	-5654203	REPAIR & MAINT SUPPLIES	270.74	16,000	3,666.96		
28	-5654210	CONCESSION SUPPLIES	2,164.35	25,200	1,891.29		
28	-5654224	CATERING	1,361.96	4,300	1,029.36		
28	-5654313	ELECTRIC UTILITY	5,843.95	60,000	4,506.77		
28	-5654317	ADVERTISING & PRINTING	747.50	7,500	2,165.25		
29	-5324308	CONTRACTED SERVICES	86,025.80	268,000	22,212.00		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	29 -5324315	TELEPHONE UTILITY	2,515.41	33,240	8,400.39		
	30 -5211319	MISCELLANEOUS	2,916.67	59,500	25,004.78		
	30 -5211360	MC ECONOMIC DEVELOPMENT	33,000.00	150,000	20,500.00-	Y	
	** 2008-2009 YEAR TOTALS **		619,074.18				

NO ERRORS

** END OF REPORT **



McAlester City Council

AGENDA REPORT

Meeting Date: March 24, 2009 Item Number: 1
Department: City Council
Prepared By: Kevin E. Priddle Account Code: _____
Date Prepared: 03/10/09 Budgeted Amount: _____
Exhibits: Six

Subject

Presentation of January 2009 Financial Report.

Recommendation

Discussion

Approved By

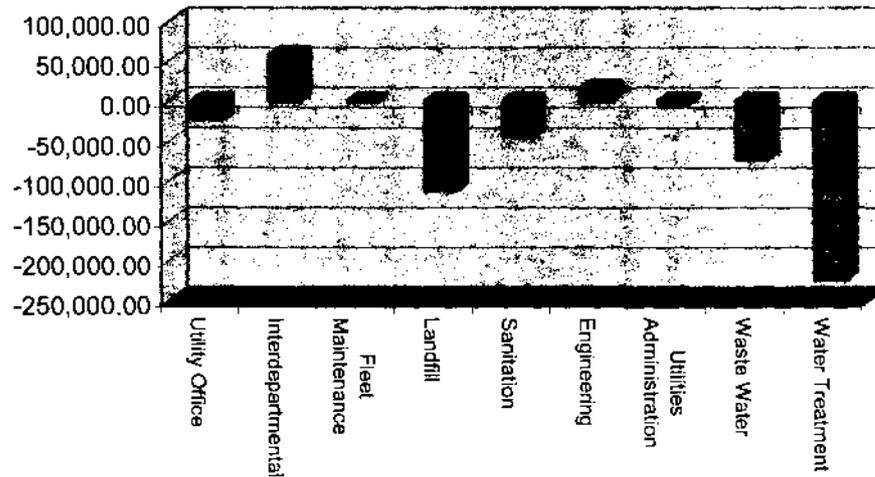
	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	<u>MBR</u>	<u>03/17/09</u>

MPWA Fund Expense Recap Through January 31st, 2009

Month: 7

Dept	Fund Name	Annual Budget	Monthly Budget	Current Period	Monthly Variance From Budget	YTD Actual	YTD Budget	YTD Variance From Budget
Administrative	Utility Office	364,098.33	30,341.53	34,834.72	4,493.19	190,166.90	212,390.69	-22,223.79
Administrative	Interdepartmental	3,272,136.50	272,678.04	245,572.25	-27,105.79	1,967,070.69	1,908,746.29	58,324.40
Public Works	Fleet Maintenance	439,000.00	36,583.33	31,464.23	-5,119.10	256,314.03	256,083.33	230.70
Public Works	Landfill	611,630.13	50,969.18	41,527.37	-9,441.81	246,612.58	356,784.24	-110,171.66
Public Works	Sanitation	658,906.03	54,908.84	52,357.05	-2,551.79	341,655.69	384,361.85	-42,706.16
Engineering	Engineering	466,612.49	38,884.37	29,065.04	-9,819.33	288,748.27	272,190.62	16,557.65
Utilities	Utilities Administration	128,499.22	10,708.27	10,602.28	-105.99	71,890.19	74,957.88	-3,067.69
Utilities	Waste Water	786,393.90	65,532.83	54,520.13	-11,012.70	386,937.69	458,729.78	-71,792.09
Utilities	Water Treatment	1,939,905.82	161,658.82	132,405.99	-29,252.83	908,932.40	1,131,611.73	-222,679.33
Utilities	Utility Maintenance	629,954.55	52,496.21	48,634.44	-3,861.77	338,999.10	367,473.49	-28,474.39
Total:		9,297,136.97	774,761.41	680,983.50	-93,777.91	4,997,327.54	5,423,329.90	-426,002.36

MPWA YTD Budget Variance Through January 31st, 2009

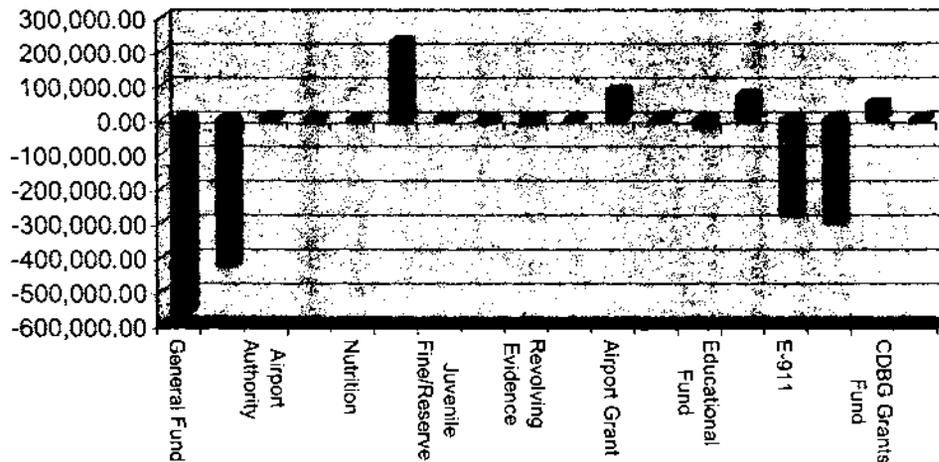


Expense Recap Through January 31st, 2009

Month: 7

Fund	Fund Name	Annual Budget	Monthly Budget	Current Period	Monthly Variance From Budget	YTD Actual	YTD Budget	YTD Variance From Budget
1	General Fund	14,205,337.82	1,183,778.15	1,103,835.66	-79,942.49	7,728,595.40	8,286,447.06	-557,851.66
2	MPWA	9,297,136.97	774,761.41	680,983.50	-93,777.91	4,997,327.54	5,423,329.90	-426,002.36
3	Airport Authority	217,296.07	18,108.01	14,065.46	-4,042.55	135,306.82	126,756.04	8,550.78
5	Parking Authority	4,560.00	380.00	232.51	-147.49	1,244.64	2,660.00	-1,415.36
8	Nutrition	254,316.68	21,193.06	20,476.71	-716.35	142,675.38	148,351.40	-5,676.02
10	Wellness Center	549,824.00	45,818.67	92,777.25	46,958.58	549,823.57	320,730.67	229,092.90
13	Juvenile Fine/Reserve	7,784.00	648.67	431.43	-217.24	3,209.33	4,540.67	-1,331.34
14	COPS /Grant	13,500.00	1,125.00	0.00	-1,125.00	0.00	7,875.00	-7,875.00
16	Revolving Evidence	95,165.00	7,930.42	0.00	-7,930.42	46,041.06	55,512.92	-9,471.86
19	Fire Improvement Gmt	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24	Airport Grant	356,170.00	29,680.83	25,747.20	-3,933.63	293,252.44	207,765.83	85,486.61
25	Airport Hangars	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26	Educational Fund	863,484.50	71,957.04	53,543.12	-18,413.92	480,273.63	503,699.29	-23,425.66
28	SE EXPO Ctr/Tourism	835,401.65	69,616.80	35,145.25	-34,471.55	559,735.30	487,317.63	72,417.67
29	E-911	794,980.13	66,248.34	22,671.17	-43,577.17	184,345.78	463,738.41	-279,392.63
30	Economic Development	1,557,083.44	129,756.95	90,212.49	-39,544.46	606,053.72	908,298.67	-302,244.95
33	CDBG Grants Fund	159,000.00	13,250.00	50,374.80	37,124.80	140,520.46	92,750.00	47,770.46
38	Dedicated Sales Tax-M	3,179,558.50	264,963.21	264,246.46	-716.75	1,852,725.22	1,854,742.46	-2,017.24
40	Emergency Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41	CIP Fund	37,500.00	3,125.00	5,464.87	2,339.87	28,019.77	21,875.00	6,144.77
42	Dept. of Treas/Equitab	342,000.00	28,500.00	0.00	-28,500.00	0.00	199,500.00	-199,500.00
Total:		32,770,098.76	2,730,841.56	2,460,207.88	-270,633.68	17,749,150.06	19,115,890.94	-1,366,740.88

YTD Budget Variance Through January 31st, 2009

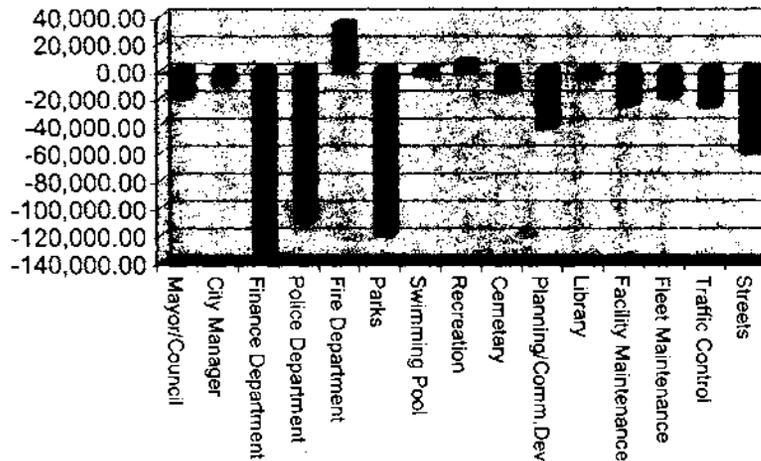


General Fund Expense Recap Through January 31st, 2009

Month: 7

Dept	Fund Name	Annual Budget	Monthly Budget	Current Period	Monthly Variance From Budget	YTD Actual	YTD Budget	YTD Variance From Budget
Legislat	Mayor/Council	299,616.56	24,968.05	12,397.20	-12,570.85	154,690.28	174,776.33	-20,086.05
Admin	City Manager	314,272.39	26,189.37	25,271.44	-917.93	173,150.02	183,325.56	-10,175.54
Admin	Finance Department	2,703,523.44	225,293.62	239,956.78	14,663.16	1,438,802.78	1,577,055.34	-138,252.56
Police	Police Department	3,672,256.75	306,021.40	310,711.84	4,690.44	2,031,532.15	2,142,149.77	-110,617.62
Fire	Fire Department	2,978,480.27	248,206.69	251,653.83	3,447.14	1,771,211.13	1,737,446.82	33,764.31
Comm.Serv.	Parks	947,440.13	78,953.34	53,991.52	-24,961.82	432,774.56	552,673.41	-119,898.85
Comm.Serv.	Swimming Pool	153,716.75	12,809.73	85.06	-12,724.67	85,967.04	89,668.10	-3,701.06
Comm.Serv.	Recreation	147,607.63	12,300.64	11,117.82	-1,182.82	91,852.33	86,104.45	5,747.88
Comm.Serv.	Cemetery	307,521.62	25,626.80	21,633.43	71,551.06	164,147.87	179,387.61	-15,239.74
Plan Comm.Dev	Planning/Comm.Dev	382,917.60	31,909.80	32,666.27	756.47	181,198.25	223,368.60	-42,170.35
Public Works	Library	54,498.39	4,541.53	3,601.65	-939.88	25,236.56	31,790.73	-6,554.17
Public Works	Facility Maintenance	227,797.37	18,983.11	13,577.47	-5,405.64	108,270.31	132,881.80	-24,611.49
Public Works	Fleet Maintenance	998,867.09	83,238.92	68,689.57	-14,549.35	562,913.77	582,672.47	-19,758.70
Public Works	Traffic Control	205,669.79	17,139.15	13,952.44	-3,186.71	93,753.10	119,974.04	-26,220.94
Public Works	Streets	811,152.04	67,596.00	44,529.34	-23,066.66	413,095.25	473,172.02	-60,076.77
Total:		14,205,337.82	1,183,778.15	1,103,835.66	-4,398.06	7,728,595.40	8,286,447.06	-557,851.66

General Fund YTD Budget Variance Through January 31st, 2009

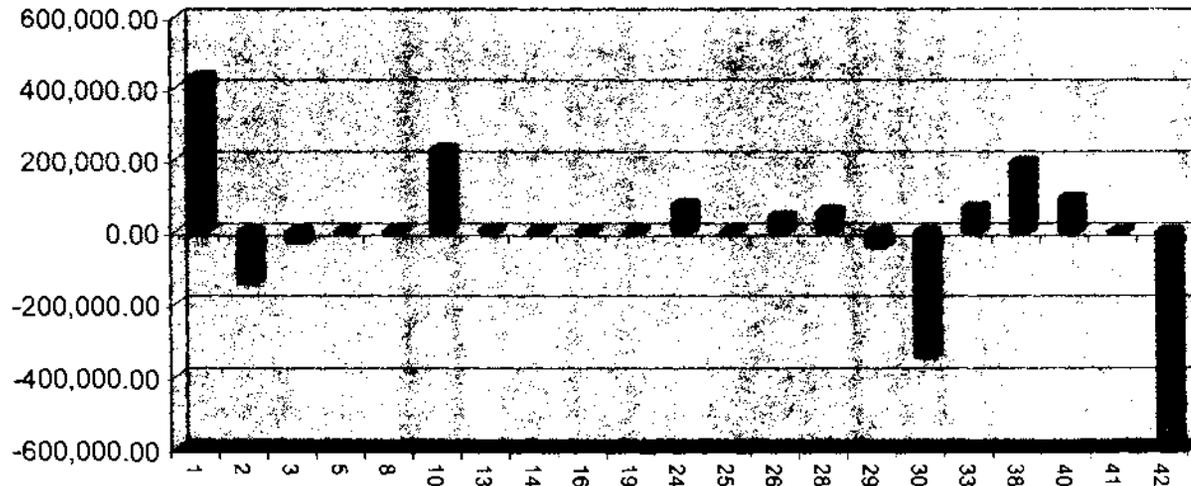


Revenue Recap Through January 31st, 2009

Month: 7

Fund	Fund Name	Annual Budget	Monthly Budget	Current Period	Monthly Variance From Budget	YTD Actual	YTD Budget	YTD Variance From Budget
1	General Fund	14,257,972.50	1,188,164.38	1,252,322.70	64,158.32	8,748,693.23	8,317,150.63	431,542.61
2	MPWA	9,369,528.89	780,794.07	509,460.50	-271,333.57	5,323,982.41	5,465,558.52	-141,576.11
3	Airport Authority	217,196.19	18,099.68	8,527.54	-9,572.14	98,104.03	126,697.78	-28,593.75
5	Parking Authority	4,560.00	380.00	1,000.00	620.00	1,890.00	2,660.00	-770.00
8	Nutrition	254,317.18	21,193.10	39,017.77	17,824.67	143,007.23	148,351.69	-5,344.46
10	Wellness Center	549,824.00	45,818.67	0.00	-45,818.67	549,823.57	320,730.67	229,092.90
13	Juvenile Fine/Reserve	7,784.00	648.67	1,399.00	750.33	9,529.00	4,540.67	4,988.33
14	COPS /Grant	13,500.00	1,125.00	0.00	-1,125.00	10,825.00	7,875.00	2,950.00
16	Revolving Evidence	10,525.00	877.08	1,184.00	306.92	9,341.00	6,139.58	3,201.42
19	Fire Improvement Grnt	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24	Airport Grant	356,170.00	29,680.83	278,747.00	249,066.17	284,171.00	207,765.83	76,405.17
25	Airport Hangars	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26	Educational Fund	1,050,693.00	87,557.75	95,220.90	7,663.15	654,360.66	612,904.25	41,456.41
28	SE EXPO Ctr/Tourism	738,050.00	61,504.17	72,546.72	11,042.55	488,441.02	430,529.17	57,911.85
29	E-911	798,000.00	66,500.00	67,830.31	1,330.31	423,143.70	465,500.00	-42,356.30
30	Economic Development	1,899,193.00	158,266.08	109,859.15	-48,406.93	761,604.95	1,107,862.58	-346,257.63
33	CDBG Grants Fund	159,000.00	13,250.00	47,920.93	34,670.93	159,000.00	92,750.00	66,250.00
38	Dedicated Sales Tax-M	4,102,106.00	341,842.17	378,954.69	37,112.52	2,584,841.00	2,392,895.17	191,945.83
40	Emergency Fund	237,736.36	19,811.36	25,323.91	5,512.55	231,310.70	138,679.54	92,631.16
41	CIP Fund	5,000.00	416.67	9.82	-406.85	1,857.89	2,916.67	-1,058.78
42	Dept of Trea/Equitable	1,000,000.00	83,333.33	0.00	-83,333.33	0.00	583,333.33	-583,333.33
Total:		35,031,156.12	2,919,263.01	2,889,324.94	-29,938.07	20,483,926.39	20,434,841.07	49,085.32

YTD Budget Variance Through January 31st, 2009



PERIOD: JANUARY

ACTUAL JANUARY 2011

REVENUES

ACCOUNT	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	PERCENT BUDGET	BUDGET BALANCE	Y-T-D PERCENT	BUDGET BALANCE
01 -GENERAL FUND							
TAXES	1,798,451.31	813,171.77	6,099,421.37	80.77	1,188,416.43	0.00	3,871,166.43
LICENSES AND FEES	117,811.00	8,428.00	61,845.03	41.33	42,461.00	0.00	42,461.00
SALES	14,000.00	0.00	0.00	0.00	24,000.00	0.00	24,000.00
CHARGES FOR SERVICES	439,474.00	93,641.11	61,443.81	40.93	397,260.19	0.00	163,160.19
FINES AND FORFEITURES	629,600.00	113,246.45	463,781.05	74.44	159,119.15	0.00	159,119.15
MISCELLANEOUS	421,516.00	9,363.50	162,260.84	38.95	259,648.46	0.00	259,648.46
TRANSFERS	2,993,179.50	174,431.67	1,221,821.36	58.93	872,158.14	0.00	872,158.14
TOTAL 01 -GENERAL FUND	14,257,972.00	1,252,322.70	8,748,623.23	61.36	6,509,279.27	0.00	5,809,279.27
02 -MPWA							
GRANTS	95,478.00	0.00	105,149.99	109.92	9,491.99	0.00	9,491.99
CHARGES FOR SERVICES	8,261,966.00	509,469.50	5,219,563.49	63.17	3,042,501.51	0.00	3,042,501.51
MISCELLANEOUS	6,000.00	9.00	248.93	4.15	5,751.37	0.00	5,751.37
TRANSFERS	1,006,783.59	0.00	0.00	0.00	1,006,783.59	0.00	1,006,783.59
TOTAL 02 -MPWA	9,369,227.59	509,479.50	5,323,982.41	56.82	4,045,546.48	0.00	4,045,546.48
03 -AIRPORT AUTHORITY							
CHARGES FOR SERVICES	154,960.00	6,527.84	87,104.03	56.21	67,855.97	0.00	67,855.97
MISCELLANEOUS	1,200.19	0.00	0.00	0.00	1,200.19	0.00	1,200.19
TRANSFERS	61,036.00	0.00	11,000.00	18.02	50,036.00	0.00	50,036.00
TOTAL 03 -AIRPORT AUTHORITY	217,196.19	6,527.84	98,104.03	45.17	119,092.16	0.00	119,092.16
05 -PARKING AUTHORITY							
CHARGES FOR SERVICES	4,560.00	1,000.00	2,670.00	58.55	1,890.00	0.00	1,890.00
TOTAL 05 -PARKING AUTHORITY	4,560.00	1,000.00	2,670.00	58.55	1,890.00	0.00	1,890.00
08 -NUTRITION							
GRANTS	74,272.00	7,011.77	44,749.23	60.25	29,522.77	0.00	29,522.77
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TRANSFERS	180,043.18	32,006.00	98,258.00	54.57	81,785.18	0.00	81,785.18
TOTAL 08 -NUTRITION	254,315.18	39,017.77	143,007.23	56.23	111,307.95	0.00	111,307.95
10 -WELLNESS CENTER							
TAXES	549,824.00	0.00	549,823.57	100.00	0.43	0.00	0.43
TOTAL 10 -WELLNESS CENTER	549,824.00	0.00	549,823.57	100.00	0.43	0.00	0.43
13 -JUVENILE FINE/RESERVE							
FINES AND FORFEITURES	7,745.00	1,399.00	9,529.00	122.42	1,745.00	0.00	1,745.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 13 -JUVENILE FINE/RESERVE	7,745.00	1,399.00	9,529.00	122.42	1,745.00	0.00	1,745.00

REVENUE SUMMARY

AS OF: JANUARY 31ST, 2009

REVENUES

ACCOUNT	ANNUAL BUDGET	CURRENT PERIOD	1-THRU ACTUAL	PERCENT BUDGET	BUDGET BALANCE	Y-TOD ENTIRE	ENCUMBR BALANCE
14 - POLICE GRANT							
GRANTS	11,470.00	11.71	11,801.00	103.19	2,679.00	0.00	1,477.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 14 - POLICE GRANT	11,470.00	11.71	11,801.00	103.19	2,679.00	0.00	1,477.00
15 - REVOLVING EVIDENCE							
FINES AND FORFEITURES	10,000.00	0.00	2,049.00	20.49	8,951.00	0.00	9,951.00
MISCELLANEOUS	500.00	15.84	134.50	26.82	365.50	0.00	365.50
TOTAL 15 - REVOLVING EVIDENCE	10,500.00	15.84	2,183.50	20.75	9,315.50	0.00	10,316.50
24 - AIRPORT GRANT							
GRANTS	337,746.00	278,747.00	278,747.00	82.53	58,999.00	0.00	58,999.00
MISCELLANEOUS	13,000.00	0.00	0.00	0.00	13,000.00	0.00	13,000.00
TRANSFERS	5,424.00	0.00	5,424.00	100.00	0.00	0.00	0.00
TOTAL 24 - AIRPORT GRANT	356,170.00	278,747.00	284,171.00	79.79	71,999.00	0.00	71,999.00
26 - EDUCATIONAL FUND							
TAXES	1,044,193.00	94,738.07	644,562.24	61.72	399,630.76	0.00	399,630.76
MISCELLANEOUS	6,500.00	482.23	9,798.42	150.74	3,298.42	0.00	3,298.42
TOTAL 26 - EDUCATIONAL FUND	1,050,693.00	95,220.30	654,360.66	62.28	396,332.34	0.00	396,332.34
28 - SE EXPO CTR/TOURISM FUND							
TAXES	600,000.00	51,778.17	404,208.79	67.36	195,691.21	0.00	195,691.21
CHARGES FOR SERVICES	138,050.00	20,768.55	84,121.08	60.94	53,928.92	0.00	53,928.92
MISCELLANEOUS	0.00	0.00	11.15	0.00	11.15	0.00	11.15
TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 28 - SE EXPO CTR/TOURISM FUN	738,050.00	72,546.72	488,441.00	66.18	249,608.98	0.00	249,608.98
29 - E-911							
TAXES	798,000.00	67,850.31	423,143.70	53.03	374,856.30	0.00	374,856.30
TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 29 - E-911	798,000.00	67,850.31	423,143.70	53.03	374,856.30	0.00	374,856.30
30 - ECONOMIC DEVELOPMENT							
TAXES	1,017,193.00	94,738.07	644,562.24	63.27	372,630.76	0.00	372,630.76
MISCELLANEOUS	180,000.00	15,250.48	117,040.71	64.91	62,959.29	0.00	62,959.29
TRANSFERS	700,000.00	0.00	0.00	0.00	700,000.00	0.00	700,000.00
TOTAL 30 - ECONOMIC DEVELOPMENT	1,897,193.00	109,988.55	761,603.95	49.10	1,135,584.05	0.00	1,135,584.05
33 - DEBC GRANTS FUND							
GRANTS	79,000.00	47,900.93	79,000.00	100.00	0.00	0.00	0.00
TRANSFERS	79,000.00	0.00	79,000.00	100.00	0.00	0.00	0.00
TOTAL 33 - DEBC GRANTS FUND	158,000.00	47,900.93	158,000.00	100.00	0.00	0.00	0.00

REVENUE SUMMARY

ACCT: JANUARY 2014 - 014

REVENUE

ACCOUNT	ANNUAL BUDGET	CURRENT PERIOD	YTD-0 ANNUAL	PERCENT BUDGET	BUDGET BALANCE	YTD-0 ENCUMB.	ENCUMB. BALANCE
<hr/>							
39 -DEDICATED SALES TAX-NEW							
WARF	1,000,000.00	175,914.69	2,575,048.03	67.91	1,311,786.97	0.00	1,311,786.97
MISCELLANEOUS	15,000.00	0.00	6,591.70	0.00	6,408.30	0.00	6,408.30
TOTAL 39 -DEDICATED SALES TAX-NEW	1,015,000.00	175,914.69	2,581,639.73	67.91	1,318,195.27	0.00	1,318,195.27
<hr/>							
40 -EMERGENCY FUND							
MISCELLANEOUS	16,000.00	2,873.94	43,186.29	106.00	9,713.93	0.00	9,713.93
TRANSFERS	301,664.00	23,223.97	145,554.41	47.00	16,129.59	0.00	16,129.59
TOTAL 40 -EMERGENCY FUND	317,664.00	26,097.91	188,740.70	81.00	25,843.52	0.00	25,843.52
<hr/>							
41 -CIP FUND							
MISCELLANEOUS	3,000.00	9.80	1,857.89	37.16	3,142.11	0.00	3,142.11
TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 41 -CIP FUND	3,000.00	9.80	1,857.89	37.16	3,142.11	0.00	3,142.11
<hr/>							
42 -DEPT. OF TREA/EQUITABLE							
FINES AND FORFEITURES	1,000,000.00	0.00	0.00	0.00	1,000,000.00	0.00	1,000,000.00
TOTAL 42 -DEPT. OF TREA/EQUITABLE	1,000,000.00	0.00	0.00	0.00	1,000,000.00	0.00	1,000,000.00
<hr/>							
GRAND TOTAL REVENUES	35,332,156.00	1,685,156.79	20,476,549.39	58.40	14,554,606.73	0.00	14,554,606.73

REVENUE SUMMARY

AS OF JANUARY 31, 2019

REVENUES-ALL FUNDS PAID

ACCOUNT	ANNUAL BUDGET	PERCENT DEFICIT	Y-T-D ANNUAL	DEF. % BUDGET	BUDGET BALANCE	Y-T-D ENDS	ENDS BALANCE
01 -GENERAL FUND	4,047,000.00	11.40%	3,743,697.73	92.48%	3,309,179.27	0.00	3,309,179.27
02 -HWMA	6,750,249.94	5.94%	6,320,962.40	93.64%	4,141,546.44	0.00	4,141,546.44
03 -HARTFORD AUTHORITY	270,130.00	8.40%	250,104.00	92.59%	114,120.00	0.00	114,120.00
05 -HARTFORD AUTHORITY	4,500.00	1.00%	2,470.00	54.89%	1,490.00	0.00	1,490.00
08 -NUTRITION	114,000.00	19.27%	92,077.00	80.77%	111,939.94	0.00	111,939.94
09 -WELLSRIP CENTER	544,824.00	0.00%	544,823.67	100.00%	0.43	0.00	0.43
09 -JUVENILE HOME RESERVE	7,000.00	1.99%	6,829.00	97.56%	1,175.00	0.00	1,175.00
14 -H.D.P.S. GRANT	13,600.00	0.00%	10,425.00	76.65%	2,675.00	0.00	2,675.00
16 -REVOLVING EVIDENCE	10,525.00	15.84%	9,184.00	86.98%	9,441.00	0.00	9,441.00
24 -HAFFORD GRANT	356,100.00	27.74%	254,100.00	71.36%	11,999.00	0.00	11,999.00
26 -EDUCATIONAL FUND	1,010,693.00	95.22%	654,360.66	64.74%	396,332.34	0.00	396,332.34
28 -SE EXEC STR/COURISM F	739,050.00	70.54%	488,441.00	66.10%	249,608.98	0.00	249,608.98
09 -E-911	798,000.00	67.82%	423,243.70	53.04%	374,856.30	0.00	374,856.30
30 -ECONOMIC DEVELOPMENT	1,899,193.00	109.85%	761,604.95	40.15%	1,137,588.05	0.00	1,137,588.05
32 -CRBG GRANTS FUND	159,000.00	47.90%	75,000.00	47.14%	0.00	0.00	0.00
36 -DEDICATED SALES TAX-M	4,100,100.00	37.69%	2,584,341.00	63.03%	1,517,765.00	0.00	1,517,765.00
40 -EMERGENCY FUND	137,736.66	15.23%	116,310.70	84.45%	6,425.66	0.00	6,425.66
61 -CIP FUND	5,000.00	9.80%	4,57.89	91.58%	3,140.11	0.00	3,140.11
42 -CEPT. OF TREA/EQUITAE	1,000,000.00	0.00%	0.00	0.00%	1,000,000.00	0.00	1,190,500.00
GRAND TOTAL REVENUES	35,931,156.12	2,88.15%	20,476,949.39	57.00%	14,554,636.73	0.00	14,554,636.73

DEPARTMENT EXPENSE SUMMARY
 MONTH: JANUARY 2020, 2020

ACCOUNT	ANNUAL BUDGET	CURRENT FISCAL YEAR	Y-T-D AMT	PERC. BUDGET	BUDGET BALANCE	Y-T-D ENCUM.	BUDGET BALANCE
LEGISLATIVE DEPARTMENT							
MAYOR COUNCIL	44,470.00	44,470.00	44,470.00	100.00	0.00	44,470.00	0.00
CITY CLERK	70,250.44	69,301.44	40,200.42	57.37	31,050.02	0.00	31,050.02
LEGAL	190,100.00	171,600.00	98,900.00	52.03	91,700.00	160.00	91,860.00
TOTAL LEGISLATIVE DEPARTMENT	304,820.44	285,371.44	143,670.42	47.16	161,200.02	160.00	161,360.02
CITY MANAGER							
CITY MANAGER	143,446.04	143,446.04	143,446.04	100.00	0.00	143,446.04	0.00
PERSONNEL	130,406.35	9,186.06	70,630.10	54.19	59,776.25	936.00	60,712.25
TOTAL CITY MANAGER	314,272.39	152,632.10	214,076.14	67.48	161,200.02	1,072.04	162,272.06
FINANCE DEPARTMENT							
FINANCE	219,267.05	9,979.74	60,356.40	27.53	158,910.65	461.14	159,371.79
MUNICIPAL COURT	476,278.91	21,638.35	129,958.82	27.28	346,320.09	601.10	346,921.19
INTERDEPARTMENTAL	2,033,341.16	203,572.29	1,108,658.65	54.52	924,682.51	26,594.87	951,277.38
INFORMATION TECHNOLOGY	176,635.77	5,172.40	69,636.93	39.42	106,998.84	10,800.00	117,798.84
TOTAL FINANCE DEPARTMENT	2,705,522.89	240,363.78	1,468,609.80	53.91	1,246,913.10	28,456.01	1,275,369.11
POLICE DEPARTMENT							
OID	910,435.37	66,423.60	476,756.37	52.26	434,011.77	1,556.71	435,568.48
PATROL	2,611,071.36	206,760.61	1,420,907.24	54.78	1,190,164.12	8,000.47	1,198,164.59
ANIMAL CONTROL	93,617.62	6,936.24	50,290.71	53.62	43,326.91	0.00	43,326.91
COMMUNICATIONS	156,120.40	10,589.39	83,577.83	53.54	72,542.57	0.00	72,542.57
TOTAL POLICE DEPARTMENT	3,671,244.75	290,710.24	1,951,522.15	53.15	1,720,722.37	9,557.18	1,730,279.55
FIRE DEPARTMENT							
FIRE DEPARTMENT	2,976,480.27	251,653.83	1,771,211.13	59.47	1,204,829.14	6,639.47	1,211,468.61
TOTAL FIRE DEPARTMENT	2,976,480.27	251,653.83	1,771,211.13	59.47	1,204,829.14	6,639.47	1,211,468.61
COMMUNITY SERVICES DEPARTMENT							
PARKS	947,440.13	93,991.52	432,774.56	45.72	514,665.57	7,810.86	522,476.43
SWIMMING POOL	153,716.75	85.06	85,967.24	55.99	67,749.51	100.00	67,849.51
RECREATION	147,807.63	11,117.82	91,852.33	62.23	55,955.30	2,041.75	57,997.05
CEMETARY	307,501.60	21,633.43	164,147.87	53.38	142,853.73	1,632.00	144,485.73
TOTAL COMMUNITY SERVICES DEPARTMENT	1,556,466.11	126,827.83	774,741.99	50.04	776,844.57	11,584.61	788,429.18
PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT							
CODES	382,317.60	32,666.27	181,199.05	47.66	200,618.55	312.61	200,931.16
TOTAL PLANNING AND COMMUNITY DEVEL	382,317.60	32,666.27	181,199.05	47.66	200,618.55	312.61	200,931.16
PUBLIC WORKS DEPARTMENT							
LIBRARY	54,498.59	3,601.65	15,386.56	27.91	39,112.03	1,936.00	41,048.03
FACILITY MAINTENANCE	177,737.27	13,477.47	108,270.31	61.00	69,466.96	3,467.40	72,934.36
ELECT MAINTENANCE	958,807.09	68,889.87	562,913.77	58.73	395,893.32	38,003.96	433,897.28
TRAFFIC CONTROL	213,808.19	13,911.44	93,789.16	43.87	120,019.03	1,382.00	121,401.03
STREETS	811,152.04	46,529.34	415,095.15	51.18	395,656.89	43,650.84	439,307.73
TOTAL PUBLIC WORKS DEPARTMENT	2,315,993.18	146,409.77	1,235,464.75	53.33	1,070,526.69	45,439.20	1,115,965.89

C I T Y O F M O J A R S T E R
 DEPARTMENT EXPENSE SUMMARY
 AS OF JANUARY 31, 2019

ACCOUNT	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	PERC. BUDGET	BUDGET BALANCE	Y-T-D AMOUNT	END MBL. BALANCE
TOTAL 01-GENERAL FUND	14,075,431.44	1,115,841.44	7,705,495.49	54.74	4,415,142.44	121,117.91	4,311,144.53
02-MWKA							
FINANCE DEPARTMENT							
UTILITY OFFICE	54,498.04	54,894.00	190,166.00	50.13	175,991.43	6,466.00	188,467.43
INTERDEPARTMENTAL	5,070,176.81	245,870.00	1,907,070.64	60.30	1,911,045.81	5,129.15	1,199,938.66
TOTAL FINANCE DEPARTMENT	3,638,234.85	260,406.00	2,157,237.64	59.33	1,476,997.24	11,595.15	1,447,399.07
PUBLIC WORKS DEPARTMENT							
FLEET MAINTENANCE	439,000.00	31,464.03	256,314.03	58.39	182,685.97	41,105.62	141,577.05
LANDFILL	611,630.00	41,527.37	246,612.59	40.32	365,017.55	12,382.47	352,635.08
SANITATION	659,906.00	52,357.05	341,655.69	51.65	317,250.34	596.00	316,654.34
TOTAL PUBLIC WORKS DEPARTMENT	1,709,536.00	125,348.65	844,582.30	49.40	664,953.86	54,084.09	610,869.17
ENGINEERING DEPARTMENT							
ENGINEERING	466,610.49	29,065.04	158,748.27	61.88	177,864.22	57,751.22	120,113.00
TOTAL ENGINEERING DEPARTMENT	466,610.49	29,065.04	158,748.27	61.88	177,864.22	57,751.22	120,113.00
UTILITIES DEPARTMENT							
UTILITIES ADMIN DEPT	128,499.00	10,602.08	71,890.14	55.95	56,609.03	0.00	56,609.03
WASTE WATER	786,393.90	54,520.13	386,937.69	49.20	399,456.21	46,627.76	252,829.45
WATER TREATMENT	1,959,905.91	132,405.99	908,932.40	46.55	1,050,973.40	378,009.99	632,964.43
UTILITY MAINTENANCE	629,854.35	48,654.44	338,999.10	53.81	290,855.45	13,619.17	277,237.08
TOTAL UTILITIES DEPARTMENT	3,484,752.49	246,162.64	1,706,759.33	48.98	1,777,994.11	438,454.92	1,339,539.19
TOTAL 02-MWKA	9,297,136.97	690,253.50	4,997,327.54	53.75	4,299,809.43	561,497.40	3,738,312.03
OTHER FUNDS							
03 -AIRPORT AUTHORITY	217,296.07	14,065.66	135,306.82	62.27	81,989.25	12,430.00	63,559.25
05 -PARKING AUTHORITY	4,360.00	232.51	1,244.64	27.29	3,115.36	0.00	3,115.36
08 -NUTRITION	254,216.69	20,476.71	142,675.38	56.10	111,641.30	648.20	110,993.10
10 -WELFARE CENTER	549,824.00	91,777.25	549,822.57	100.00	0.43	0.00	0.43
13 -JUVENILE FINE/RESERVE	7,784.00	431.43	3,209.33	41.33	4,574.67	0.00	4,574.67
14 -D.O.P.S./GRANT	13,500.00	0.00	0.00	0.00	13,500.00	13,399.00	401.00
16 -REVOLVING EVIDENCE	95,165.00	0.00	46,041.06	48.38	49,123.94	0.00	49,123.94
24 -AIRPORT GRANT	358,173.00	25,747.20	193,282.44	53.93	164,890.56	0.00	164,890.56
26 -EDUCATIONAL FUND	849,494.80	53,543.12	490,173.63	57.80	359,321.17	54,619.96	304,701.21
28 -BE ENFO CTR./TOURISM F	835,401.65	33,145.25	559,735.35	67.00	275,666.30	5,101.88	267,564.42
33 -9-11	734,480.00	20,871.07	494,345.78	67.31	240,134.22	379.41	239,754.81
38 -ECONOMIC DEVELOPMENT	1,567,050.44	91,111.49	666,151.00	42.25	900,899.44	63,910.50	836,988.94
39 -DESG GRANTS FUND	159,000.00	31,374.00	140,020.48	88.06	18,979.52	0.00	18,979.52
55 -DEDICATED SALES TAX-M	3,179,888.00	264,146.46	1,892,721.00	59.55	1,287,166.94	0.00	1,287,166.94
40 -EMERGENCY FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41 -112 FUND	37,800.00	3,463.87	38,019.77	74.72	3,380.23	366.13	3,746.36
42 -DEPT. OF TREASURY	342,000.00	0.00	0.00	0.00	342,000.00	0.00	342,000.00
TOTAL OTHER FUNDS	9,057,609.97	815,388.72	5,023,027.10	56.20	4,034,582.87	105,007.39	3,929,575.48

DEPARTMENT EXPENSE SUMMARY
AS OF: JANUARY 31ST, 2014

ACCOUNT	ANNUAL BUDGET	DIFFERENCE PERIOD	Y-T-D ACTUAL	Y-T-D BUDGET	BUDGET BALANCE	Y-T-D ENCUMB.	ENCUMB. BALANCE
GRAND TOTAL EXPENDITURES	3,777,481.74	1,461,277.66	10,498,381.06	64.16	1,221,949.70	44,178.41	14,131,151.31

CITY OF HOUSTON
 DEPARTMENT EXPENSE SUMMARY
 AS OF: JANUARY 15, 2009

ACT INT	ANNUAL BUDGET	CURRENT FUND BAL	Y-T-D ACTUAL	Y-T-D BUDGET	BUDGET BALANCE	Y-T-D ENCUMB.	ENCUMB. BALANCE
GROUP TOTALS							
00 - GENERAL FUND	18,775,727.40	1,111,439.74	17,729,521.47	14.41	6,976,791.47	160,117.91	4,118,114.11
01 - AFSA	4,727,186.67	457,375.17	4,997,811.04	105.10	4,289,419.43	341,491.44	3,118,414.13
02 - AIRPORT AUTHORITY	21,727,661.17	14,169,144	14,310,180.80	65.91	11,198,411.5	18,830.17	6,355,417
03 - PARKING AUTHORITY	4,753,000	200.81	1,144,444	24.09	3,105,000	0.00	1,109,000
04 - NUTRITION	148,510.84	20,416.71	140,878.15	94.91	111,441.81	649.00	111,479.11
05 - RESIDENCY CENTER	549,419.31	32,777.01	549,423.87	100.00	0.47	0.00	0.47
07 - JUVENILE FINE/RESERVE	7,074,600	411.43	1,209.33	0.03	4,814,67	0.00	4,814.67
08 - C.O.P.S. GRANT	18,500.00	0.00	0.00	0.00	18,500.00	18,099.00	401.00
09 - REVOLVING EVIDENCE	95,163.00	0.00	46,941.06	48.34	19,123.94	0.00	49,123.94
10 - AIRPORT GRANT	396,190.00	23,747.70	193,752.44	48.91	67,927.56	0.00	67,927.56
11 - EDUCATIONAL FUND	963,464.50	55,543.14	483,273.63	50.15	383,210.87	54,619.96	328,590.91
12 - SE EXPO CTR/TOURISM F	835,401.65	35,145.25	559,735.30	67.00	275,666.35	8,121.88	267,544.47
13 - E-911	794,980.12	22,671.17	184,345.78	23.31	610,634.34	378.40	610,155.94
14 - ECONOMIC DEVELOPMENT	1,557,163.44	90,312.49	606,053.72	38.92	951,029.72	63,912.50	887,117.22
15 - CDBG GRANTS FUND	199,000.00	80,374.50	140,523.46	70.61	18,479.54	0.00	18,479.54
16 - DEDICATED SALES TAX-M	1,179,568.50	264,246.46	1,832,725.22	155.37	1,106,333.28	0.00	1,106,333.28
17 - EMERGENCY FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
18 - CIP FUND	37,500.00	5,464.87	26,619.77	71.25	9,450.23	356.15	9,174.08
19 - DEPT. OF TREAS/EQUITAS	340,000.00	0.00	0.00	0.00	340,000.00	0.00	340,000.00
GRAND TOTAL EXPENDITURES	32,770,096.76	3,460,267.86	17,749,150.06	54.16	15,020,946.70	881,875.40	14,139,071.30



McAlester City Council

AGENDA REPORT

Meeting Date: March 24, 2009 **Item Number:** 2
Department: Community Development
Prepared By: Jamie Jo Benson **Account Code:** _____
Date Prepared: 03/12/09 **Budgeted Amount:** _____
Exhibits: Three

Subject

Consider, and act upon, an Ordinance amending General Zoning Ordinance No. 1843 (1989) and accompanying map by rezoning Lots 11 thru 22 in Block 29, South McAlester; and West 150' of the South 40' of vacated Buchanan Avenue to Strong Boulevard; and 20' of closed alley from Lots 11 thru 16 and 17 thru 22 in Block 29, South McAlester, Pittsburg County from R1-B (Single-Family Residential) to H-1 (Health Facilities).

Recommendation

Motion to adopt an Ordinance amending Ordinance No. 1843 (1989) and accompanying map by rezoning property (as described) from R1-B (Single-Family Residential) to H-1(Health Facilities).

Discussion

The Planning Commission met, held a public hearing and considered this item on October 21, 2008. The Planning Commission approved a motion, which was made by Harvey Bolinger and seconded by Susan Kanard, as follows: AYE: Lewis, Kanard, McNally, Otis, Bolinger, Stobaugh, Way & Emmons. NAY: None. Motion carried, 8-0.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	<u>MBR</u>	<u>3/12/09</u>

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

AN ORDINANCE AMENDING THE GENERAL ZONING ORDINANCE AND ACCOMPANYING MAP THERETO KNOWN AS GENERAL ZONING ORDINANCE NO. 1843 (1989), BY CHANGING THE CLASSIFICATIONS OF THE ZONING DISTRICT FOR: LOTS 11 THRU 22 IN BLOCK 29, SOUTH McALESTER; AND WEST 150' OF THE SOUTH 40' OF VACATED BUCHANAN AVENUE TO STRONG BOULEVARD; AND 20' OF CLOSED ALLEY FROM LOTS 11 THRU 16 AND 17 THRU 22 IN BLOCK 29, SOUTH McALESTER, PITTSBURG COUNTY, STATE OF OKLAHOMA FROM R1-B (SINGLE-FAMILY RESIDENTIAL) TO H-1 (HEALTH FACILITIES).

* * * * *

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

SECTION 1: GENERAL ORDINANCE NO. 1843, of the year 1989, and accompanying map thereto, as amended, is hereby further amended insofar as the same relates to certain parcels of land described as follows:

LOTS 11 THRU 22 IN BLOCK 29 SOUTH McALESTER; AND WEST 150' OF THE SOUTH 40' IF VACATED BUCHANAN AVENUE TO STRONG BOULEVARD; AND 20' OF CLOSED ALLEY FROM LOTS 11 THRU 16 AND 17 THRU 22 IN BLOCK 29, SOUTH McALESTER, PITTSBURG COUNTY, STATE OF OKLAHOMA.

SECTION 2: PUBLICATION AND EFFECTIVE DATE that the zoning change, adopted by this ordinance, shall be published within 15 days of approval in a newspaper of general circulation in McAlester, Oklahoma and the change shall become effective 30 days after approval by the City Council as required by Oklahoma General Statutes.

ADOPTED this 24th day of March 2009.

CITY OF MCALESTER, OKLAHOMA,
A Municipal Corporation

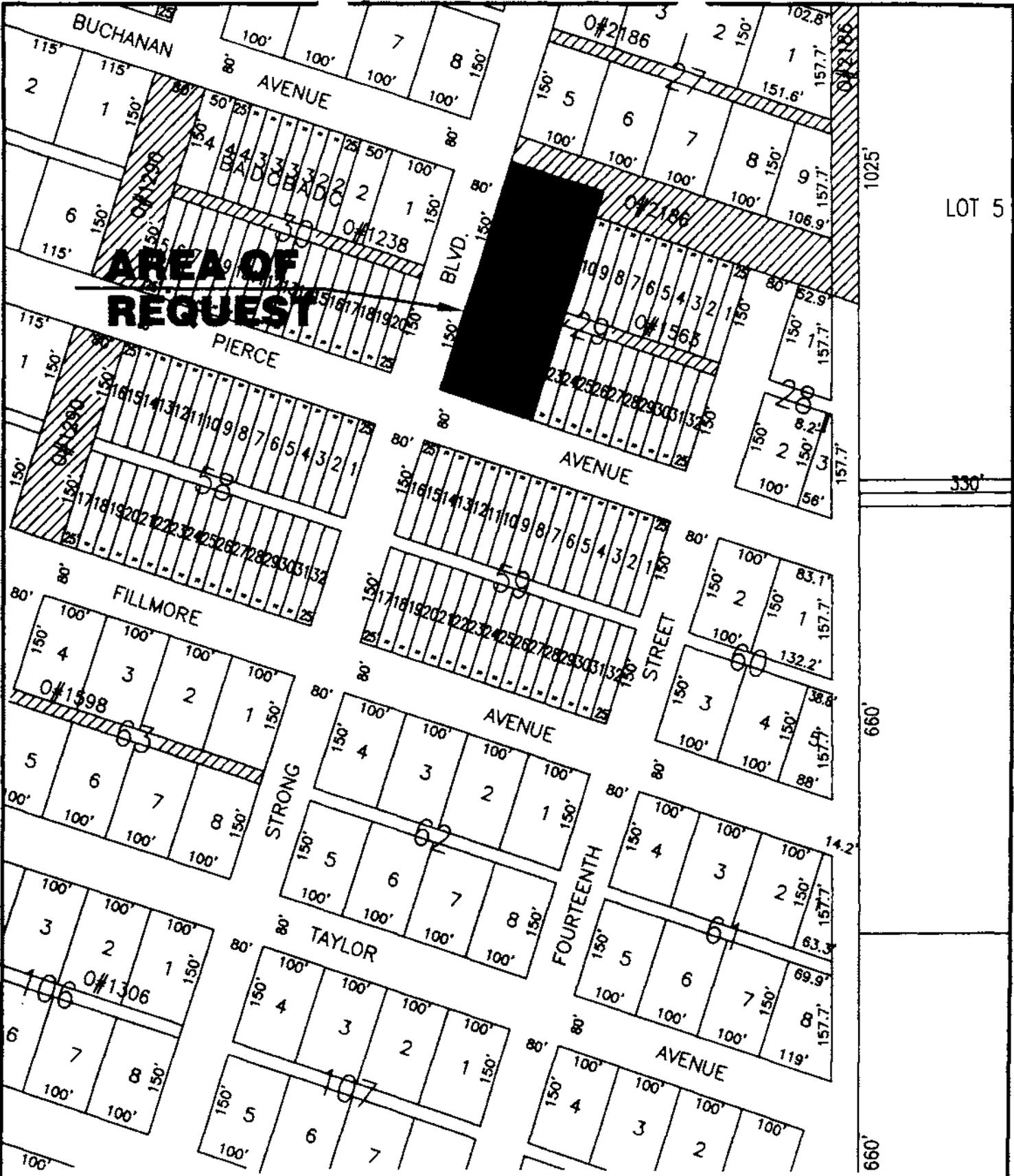
By: _____
Kevin E. Priddle, Mayor

ATTEST:

Cora Middleton, City Clerk

Approved as to form and legality this 24th day of March 2009.

By: _____
William J. Ervin, City Attorney



LOT 5

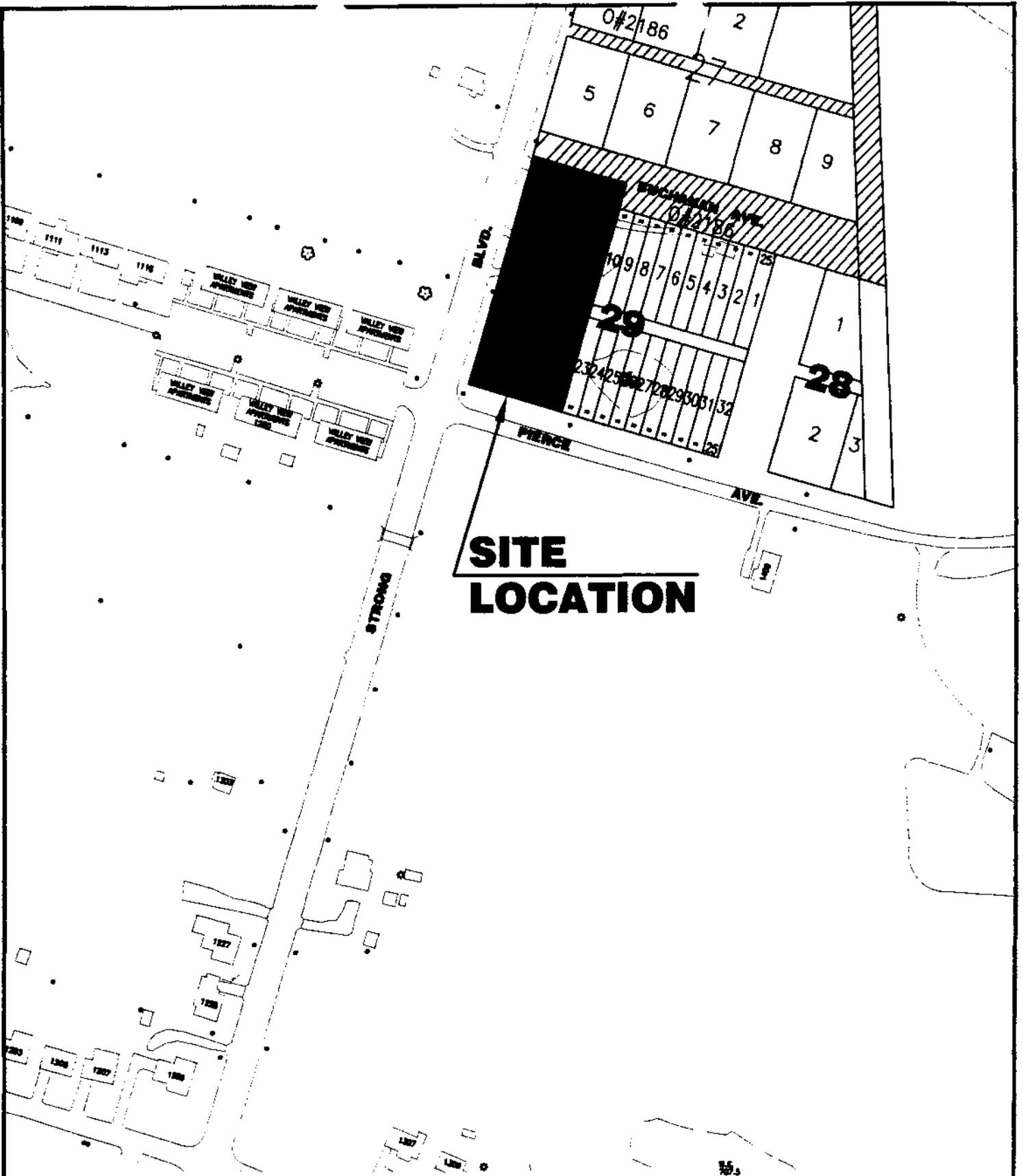
AREA OF REQUEST



SCALE: 1" = 200'



Prepared By
City of McAlester
Engineering Department



**SITE
LOCATION**

SCALE: 1" = 200'



Prepared By:
City of McAlester
Engineering Department



McAlester City Council

AGENDA REPORT

Meeting Date: March 24, 2009 Item Number: 3
Department: City Manager
Prepared By: Mark B. Roath Account Code: _____
Date Prepared: 03/17/09 Budgeted Amount: _____
Exhibits: One

Subject

Consider, and act upon, an Ordinance amending the Code of Ordinances, Chapter 2, Article VII, amending Section 2-273 related to Competitive Bidding; providing for a Severability Clause; and Declaring an Emergency.

Recommendation

Motion to approve an Ordinance amending Chapter 2, Article VII, Section 2-273 of the McAlester City Code.

Discussion

A review of Section 2-273 of the McAlester Code of Ordinance suggests that the proposed changes, which are underlined within the attached ordinance, are in order.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	<u>MBR</u>	<u>03/17/09</u>

ORDINANCE NO. __

AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING THE CODE OF ORDINANCES, CHAPTER 2, ARTICLE VII, AMENDING SECTION 2-273 RELATED TO COMPETITIVE BIDDING; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

* * * * *

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

SECTION 1: Chapter 2, Article VII, Sections 2-273 of the McAlester Code of Ordinances is hereby amended to read as follows:

Section 2-273. Purchases generally; competitive bidding.

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

- (1) Supplies, materials, equipment or contractual services whose cost does not exceed \$25,000 in a single transaction;
- (2) Supplies, materials, equipment or contractual services which can be furnished only by a single dealer, or which has a uniform price wherever bought;
- (3) Supplies, materials, equipment or contractual services purchased from another unit of government at a price deemed below that obtainable from private vendors, including war surplus;
- (4) Supplies, materials, equipment, or contractual services when purchased at a price not exceeding a price set therefore by the state purchasing agency or any other state agency authorized to set prices for things purchased by the state;
- (5) Supplies, materials, equipment, or contractual services whose purchase is approved by the Council as necessary for the immediate preservation of the peace, health, or safety;
- (6) Contractual services of a professional nature, such as engineering, architectural, and medical services;
- (7) Utility services (gas, electricity, telephone services, tec.) purchased from the public utility corporation at a price or rate determined by the State Corporation Commission or other government agency; and
- (8) For the procurement of supplies, materials, equipment and/or services valued in excess of \$25,000 in a single transaction, the following formal bids and awards are hereby adopted and authorized:
 - a. The city manager, or his/her authorized representative, shall prepare an invitation for bids packet, containing, among other things:

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

SECTION 2: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City of McAlester hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact of any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION 3: Emergency Clause. That an emergency is hereby declared to exist, and for the preservation 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 24th day of March, 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 24th day of March, 2009.

William J. Ervin, City Attorney



McAlester City Council

AGENDA REPORT

Meeting Date: March 24, 2009 **Item Number:** 4
Department: City Manager
Prepared By: Mark B. Roath **Account Code:** _____
Date Prepared: 03/17/09 **Budgeted Amount:** _____
Exhibits: _____

Subject

Consider, and act upon, amending the February 10, 2009 list of City equipment and vehicles declared surplus property and include a 1990 Ford Bucket Truck.

Recommendation

Motion to amend the February 10, 2009 list of City property declared surplus and include a 1990 Ford Bucket Truck.

Discussion

On February 10, 2009, the City Council approved and declared a list of equipment and vehicles as surplus property and authorized the City Manager to sell said items via competitive bids or public auction. The City held a public auction on March 14, 2009. After the auction, the City staff discovered that a 1990 Ford Bucket Truck, Serial #1FDKF37MOLNOB25925 was included in the auction but was not on the list of surplus equipment approved by the City Council. The City has two options: (1) to not include this vehicle on the list of declared surplus property, which the City would then return the \$5,000 paid for this vehicle; or (2) to add this vehicle to the February 10th list of surplus property and complete the sale.

The City Administration recommends that this vehicle be added to the previously approved list of surplus property; thus, allowing for this vehicle to be sold.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	<u>MBR</u>	<u>03/17/09</u>



McAlester City Council

AGENDA REPORT

Meeting Date: March 24, 2009 Item Number: 5
Department: City Council
Prepared By: John Browne Account Code: _____
Date Prepared: _____ Budgeted Amount: _____
Exhibits: One

Subject

Consider, and act upon, a request by Parent's Club, Inc., for the City to furnish them, at no-charge, a roll-off container and collection service for an unspecified period.

Recommendation

Motion to (approve/disapprove) the City furnishing a roll-off container and collection service to the Parent's Club, Inc.

Discussion

John Browne, Councilmember, is submitting the attached request to the City Council for consideration and possible action. Note: According to the Public Works Director, the City's does not have an available roll-off container; however, one could be purchased if so desired by the City Council.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	<u>MBR</u>	<u>03/17/09</u>

February 19, 2009

Dear Mr. Brown,

Regarding our conversation, Parents' Club Inc. is a non-profit organization, established in 1994. In a 2002 survey, the community reported the need for recycling as a priority. We began recycling products such as cardboard, aluminum, newspaper, magazines, and clothing. However, due to the struggling economy, paper buyers have stopped picking up newspapers and magazines.

I do not believe this will be a problem forever.

For five years, PCI has trained our community in the importance of recycling to keep McAlester a beautiful place to live and visit. Now, we need your assistance to store and haul off this material until we can find another recycling company to service this area. This will allow families to continue to have a place to bring their recyclable products and prevent paper from being thrown into the household trash and scattered throughout our neighborhood by strong winds and various animals.

If the city of McAlester will provide a large rolling container and haul it to the land fill on a regular basis, PCI will continue to serve as a collection station for the convenience of our community. This will also prevent future re-training, of the community, when the economy picks up.

Thank you for your time and consideration in this matter.

Sincerely,

Barbara Countz

jw



McAlester City Council

AGENDA REPORT

Meeting Date: March 24, 2009 Item Number: 6
Department: Police
Prepared By: Jim Lyles Account Code: _____
Date Prepared: 03/11/09 Budgeted Amount: _____
Exhibits: Two

Subject

Consider, and act upon, authorizing the Mayor to sign an extension of the Oklahoma Highway Safety Office Project Renewal Request to fund traffic enforcement and purchase of four radar units at a total cost of \$30,000.

Recommendation

Motion to authorize the Mayor to sign the extension to continue the Oklahoma Highway Safety Office Project.

Discussion

On November 11, 2008, the City Council approved the initial Oklahoma Highway Safety Office Project, in the amount of \$30,000.00, for overtime traffic enforcement and four radar units. This renewal is to extend that Program through Fiscal Year 2010.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u>JL</u>	<u>03/11/09</u>
City Manager	<u>MBR</u>	<u>03/17/09</u>



OKLAHOMA HIGHWAY SAFETY OFFICE

3223 North Lincoln
Oklahoma City, OK 73105-5403
(405) 523-1570
(405) 523-1586 Fax

March 2, 2009

Captain Don Hass
McAlester Police Department
P.O. Box 388
McAlester, OK 74502

Captain Hass,

The Oklahoma Highway Safety Office is in the process of preparing for next fiscal year's traffic safety programs. As one of our partner agencies, we hope your current project is going well and would like to offer you the opportunity to continue to work with us to reduce the number of traffic collisions and related injuries experienced in your jurisdiction.

If you are interested in applying for funds to continue your program, it will *not* be necessary for you to submit the on-line grant application required for unsolicited grant applications. Simply complete the attached form indicating your desire to continue your project. If you would like to make changes to your current project, describe the nature of any proposed changes and why you believe they are necessary. Complete the proposed budget summary section, obtain appropriate signatures, attach the required documents and return the form to us.

Completed forms are due in our office no later than March 31, 2009. As soon as we have evaluated all grant applications and made a decision regarding your proposal, you will be contacted by our office. We believe that by working together we can continue to make a difference and hope to hear from you soon.

Sincerely,

A handwritten signature in black ink, appearing to read "Garry D. Thomas".

Garry D. Thomas
Chief, Plans and Programs
Oklahoma Highway Safety Office

Attachment (1)

Oklahoma Highway Safety Office Project Renewal Request

FY 2010

CURRENT PROJECT

Agency Name McAlester Police Department

Mailing Address P.O. Box 388

McAlester, OK 74502

Project Title McAlester Traffic Enforcement Project Director Captain Don Hass

Previous Contract Number PT-09-03-36-01 Funded Amount \$ 30,000.00

Nature of Current Project:

General Traffic Enforcement	<input checked="" type="checkbox"/>	Impaired Driving Enforcement	<input type="checkbox"/>
Occupant Protection	<input type="checkbox"/>	Motorcycle Safety	<input type="checkbox"/>
Speed Management	<input type="checkbox"/>	Other _____	<input type="checkbox"/>

FUTURE PROJECT

Do you desire to continue this project: yes no

Do you desire to change the nature of the project: yes no

Describe the nature of your proposed change _____

Describe any equipment necessary to support the project 4 RADARS = 6000⁰⁰

BUDGET SUMMARY

Expense Item	Amount	Briefly describe how funds will be used
Salary & Benefits	\$ 24,000. ⁰⁰	Traffic Enforcement To Reduce Accidents
Travel In-state	\$	
Travel Out-of-state	\$	
Operating Costs	\$	
Contractual Services	\$	
Equipment	\$ 6,000. ⁰⁰	4-RADARS FOR TRAFFIC ENFORCEMENT
TOTAL	\$ 30,000. ⁰⁰	

Project Director Signature CAPT. Dan J. Han Date 3-4-2009

Financial Office Signature Sherry Alessi Date 3-4-2009

Authorizing Official Signature _____ Date _____

Attachments Enclosed:

- | | | | |
|------------------------------|--------------------------|------------------------------|--------------------------|
| Seat Belt Policy | <input type="checkbox"/> | Equipment Purchasing Policy* | <input type="checkbox"/> |
| Worker's Compensation Policy | <input type="checkbox"/> | Equipment Inventory Policy* | <input type="checkbox"/> |

*required only if equipment is requested



McAlester City Council

AGENDA REPORT

Meeting Date: March 24, 2009 Item Number: 7
Department: Police
Prepared By: Jim Lyles Account Code: _____
Date Prepared: 03/17/09 Budgeted Amount: _____
Exhibits: Six

Subject

Consider and act upon, authorizing the Mayor to sign a Master Services Agreement, including Addendums One thru Four, with Southwestern Bell Telephone d/b/a AT&T Oklahoma for E-911 System upgrades.

Recommendation

Motion to authorize the Mayor to sign a Master Services Agreement, including Addendums, with Southwestern Bell Telephone d/b/a AT&T Oklahoma.

Discussion

The McAlester Police Department is proposing to upgrade its 911 System. The Department's current system is (a) over ten years old; (b) does not accept cellular telephone calls; (c) has no mapping capability to name a few of the deficiencies. The proposed upgrade 911 System prepares the City for video, photo and text. The proposed upgrade 911 System cost is \$184,000.

A detailed memorandum is attached to further explain this proposal. In addition, attached is the Master Services Agreement, and Addendums, with Southwestern Bell Telephone d/b/a AT&T Oklahoma.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u>JL</u>	<u>03/17/09</u>
City Manager	<u>MBR</u>	<u>03/17/09</u>

Date: March 17, 2009

To: Mark Roath, City Manager

From: Lisa Sutterfield, 911 Coordinator

Re: E911 Upgrade

History and Background

The City of McAlester installed and placed in service the Enhanced 911 Emergency System in December 1989. The last 911 system upgrade was February 1998. The system includes all of the prefixes for the area that have 911 service. The system was a tremendous improvement in the dispatching of emergency services to city and county residents within the McAlester telephone exchange.

The 911 system allows these citizens to dial the three (3) digit (911) number and receive emergency assistance from the McAlester Police, Fire/EMS, Krebs Police and the Pittsburg County Sheriff's Office. The system displays the address of the caller and also the law enforcement, fire and emergency medical service agency that should respond to the call for emergency service.

Existing Benefits and Need for Upgrade

The E911 system when installed was the "top of the line" emergency system at the time. The use of cellular technology in the past decade has advanced at an astronomical rate. Many residents now use cell phones as their only means of communication preferring the added coverage, long distance and flexibility compared to landline telephones.

Although the current system was sufficient in 1998, it is now considered a dinosaur. The current 911 system does not accept cell phone calls; instead, those calls come to the 423-1212 police line. No 911 information is received with wireless calls, they are voice only calls. Currently no mapping capability exists that would allow Communications Personnel to more accurately locate wireless and wireline callers.

Wireless and 911 Next Generation technology such as Voice over Internet Protocol (VoIP) are changing the way we will process 911 calls. Video, JPEG and text to 911 are on the horizon. Any 911 system should be required to have the availability to accommodate these emerging technologies.

Some of the advantages of the upgraded 911 system as opposed to the current system include:

- a. Faster call processing reduces response time to emergencies.
- b. Ability to locate callers via mapping technology where none currently exists.
- c. Better system monitoring to reduce system down time for repairs.
- d. Interoperability can be utilized to allow 911 Centers to have backup in times of need or disaster.
- e. Next Generation system prepares our system to process video, photo and text to 911.

Limitations of the existing system include

- a. Unable to accept cellular telephone calls.
- b. No Map capability-Unable to geographically depict a caller's location.
- c. Present equipment does not support interoperability.
- d. Present equipment does not provide for disaster recovery.
- e. Present equipment is not Next Generation compatible.
- f. Present equipment cannot be monitored remotely.

Additional Information

AT&T is the only company in Oklahoma that provides Next Generation 911 equipment, 911 data base service, 911 network, installation, repair and local technicians that reside in our community. AT&T continues to be the industry leader in 911 technology. AT&T has deployed this Next Generation system in some 20 cities and counties in Oklahoma, from Woodward to Lawton, and Stillwater to the greater Tulsa region.

Cost

At&T Next Generation System \$184,000.00
However, the City of McAlester has selected a payment option that would make a one time payment of \$50,000.00 and payments of \$2,333.33 a month for a (60) month term.

Funding

Funding for this equipment is available through the 911 account. Landline users are assessed a 0.15% fee on their monthly base rate and, wireless phone device users are assessed a \$0.50 monthly fee. These fees are for all users with an address in Pittsburg County. The E-911 account, Capital Outlay line 5324401, indicates the full amount of this equipment has been encumbered for \$184,000.00.

Recommendation

It is the recommendation that the City of McAlester upgrade to AT&T's Next Generation system. Our current service agreement with AT&T can be extended to include upgrades that provide additional functionality and Next Generation capabilities addressed within this document. AT&T has indicated that installation of the Next Generation 911 upgrade takes approximately 180 days.

MASTER SERVICES AGREEMENT

Between

City of McAlester,
A Public Trust

and

Southwestern Bell Telephone d/b/a AT&T OKLAHOMA

RESTRICTED - PROPRIETARY INFORMATION

The information contained herein is for use by authorized employees of the parties hereto only and is not for general distribution within or outside their respective companies.

Table of Contents

MASTER SERVICE AGREEMENT

Addendum 1 Central Managed 911 Service

Addendum 2 Frame Relay Service

Addendum 3 Database Service

Addendum 4 Network Service

RESTRICTED - PROPRIETARY INFORMATION

The information contained herein is for use by authorized employees of the parties hereto only and is not for general distribution within or outside their respective companies.

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (the "Agreement") is made and entered into by and between City of McAlester, Oklahoma, A Public Trust ("Customer"), and Southwestern Bell Telephone d/b/a AT&T OKLAHOMA ("AT&T OKLAHOMA") ("the parties").

INTRODUCTION

The parties hereby agree to amend the original Service Agreement for Universal Emergency Number Service (E9-1-1) entered into by the parties on or about February 26, 1998. The parties further agree that the following terms and conditions will govern AT&T OKLAHOMA's offering and Customer's purchase of certain E9-1-1 service, database management and network transport Services (collectively, the "Services") for use by Customer to provide Enhanced 9-1-1 service to telecommunications users in Pittsburg County, Oklahoma.

I. DESCRIPTION OF SERVICES, PRICING AND ADDENDA

AT&T OKLAHOMA agrees to provide Services as described herein and in executed Addenda attached hereto beginning at the time of execution of this Agreement unless otherwise agreed to by the parties. Whenever Customer desires AT&T OKLAHOMA to perform Services, Customer will request AT&T OKLAHOMA to prepare an Addendum describing the Services to be performed and the price for the Services. Each Addendum will reference and incorporate the terms of this Agreement. The Services specified in a particular Addendum together with the terms, conditions and prices at which said Services are to be performed are collectively referred to as the "Addendum".

If the terms set forth in an Addendum are acceptable, Customer will execute and return the Addendum to AT&T OKLAHOMA. Each Addendum will be completed pursuant to the terms of the applicable Addendum executed by the parties and the terms and conditions of this Agreement. If AT&T OKLAHOMA does not receive Customer's written acceptance of an Addendum within ten (10) days of Customer's receipt, the Addendum will be deemed rejected.

II. COMPENSATION

AT&T OKLAHOMA will bill Customer for Services performed in accordance with the price(s) stated on the applicable Addendum on a monthly basis, in advance,

or as stated in the applicable Addendum, if different. AT&T OKLAHOMA reserves the right to invoice incrementally, as predefined phases of the Addendum are completed. Payment terms are net thirty (30) days from date of invoice following installation.

III. INTERRUPTED OPERATION

Customer understands and agrees that AT&T OKLAHOMA does not guarantee uninterrupted operation of the Services sold hereunder. Suspension of operation of either E911 system may become necessary during maintenance of the Services.

IV. ERRANT SERVICE REQUEST

If within a 30 day period AT&T OKLAHOMA responds to a second request for Customer for service related to a problem(s) that does not involve the Services covered by this Agreement, AT&T OKLAHOMA will invoice Customer for a service call at AT&T OKLAHOMA's then prevailing standard rate and Customer agrees to pay such invoice within thirty (30) days of receipt. AT&T OKLAHOMA will not attempt to correct any problem that does not involve the Services provided pursuant to this Agreement.

V. TERMINATION OF AN ADDENDUM; SUSPENSION OF SERVICES

A. No Addendum may be terminated, suspended or canceled except as expressly permitted by this Agreement. Notwithstanding any other term or provision in this Agreement or in any Addendum to the contrary, either party may, at its election and upon written notice, terminate, suspend or cancel any Addendum or this Agreement without any further liability or obligation to the other party in the event that:

1. The other party is in material breach of or default under such Addendum, and such breach or default continues for a period of thirty (30) days after the giving of written notice by the party not in breach or default; or
2. Any federal, state or local governmental agency or regulatory body or a court or tribunal of competent jurisdiction renders or enters an Addendum, ruling, regulation, directive, decree or judgment which restricts or prohibits either party from continuing, impairs either party's ability to continue, or makes impractical or unduly expensive either party's continuance under such Addendum or this Agreement.

- B. Upon termination, Customer agrees to pay AT&T OKLAHOMA all amounts due for Services provided by AT&T OKLAHOMA up to and including the effective date of termination. Termination shall constitute a full and complete discharge of AT&T OKLAHOMA's obligations. Any Addendum in progress or requested prior to the termination of this Agreement will be completed and Customer agrees to reimburse AT&T OKLAHOMA for the Services performed and/or any material ordered by it. Customer acknowledges, however, that determining the precise damages that AT&T OKLAHOMA will incur due to Customer's early termination will be difficult and uncertain. Accordingly, Customer also agrees to pay AT&T OKLAHOMA an Early Termination Charge to compensate AT&T OKLAHOMA for the damages caused by Customer's early termination. Said termination charge shall be paid prior to the expiration of this Agreement. Unless the Addendum applicable to the terminated Service states otherwise, the Early Termination Charge that Customer shall pay shall be equal to Twenty Percent (20%) of the amount derived by multiplying the billed monthly price for the disconnected service by the months remaining in the Term of the Addendum hereto under which the terminated Service(s) have been provided. The Parties agree that the resulting amount reasonably approximates the value of the damages AT&T OKLAHOMA would incur in the event of Customer's early termination.
- C. Either party may terminate a Service, an entire Addendum and, if all Addenda are affected, this Agreement, upon thirty (30) day written notice setting forth the reason(s) for termination, if: (1) A regulatory agency requires any material modification of this Agreement or any Addendum which has a material negative effect on Customer; or (2) the other party fails to perform or observe any material term or condition of this Agreement and such failure is not remedied within thirty (30) business days following the breaching party's receipt of notice or thirty (30) days in the event of Customer's non-payment for the Services. Provided, however, if the alleged breach is of a type that cannot reasonably be remedied within thirty (30) business days, and AT&T OKLAHOMA starts work on a remedy within thirty (30) days, Customer cannot terminate for breach until and unless AT&T OKLAHOMA is unable to remedy the breach, and then shall give first a new thirty days' notice of its intent to terminate.
- D. Notwithstanding the foregoing, AT&T OKLAHOMA reserves the right to terminate this Agreement or any Addendum hereto for convenience upon one hundred & eighty days notice of its intent to do so, provided, however, that such termination for convenience may be made effective only on any annual anniversary date of the execution of this Agreement.
- E. **Appropriations; Funding.** Customer warrants that Customer has funds appropriated and available to pay all amounts due thereunder through the end of Customer's current fiscal period. In the event Customer is unable to

obtain the necessary appropriations or funding for Service under this Agreement or any Addendum, Customer may terminate the applicable Addendum, and if all Addenda are affected, this Agreement, without liability for the termination charges set forth in Section 8.5(b). Customer must provide AT&T thirty (30) days' written notice of its intent to terminate an Addendum under this Section. Termination of one or more Addenda for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available.

- F. **Leased Equipment.** In the event of an early termination of an equipment lease under this Agreement, where Customer pre-paid for the entire term, Customer shall be entitled to receive a pro rata portion of the pre-payment, subject to return of the equipment and subject to a 20% liquidated damages deduction.

VI. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITIES

- A. **AT&T OKLAHOMA DOES NOT WARRANT THAT THE SERVICES WILL OPERATE UNINTERRUPTED OR ERROR FREE OR PREVENT THIRD PARTY ACCESS TO CUSTOMER'S NETWORKS. EXCEPT FOR ANY EXPRESS WARRANTIES SET FORTH IN ANY ADDENDUM, THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND.**
- B. **AT&T OKLAHOMA HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, OBLIGATIONS OR LIABILITIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. IN NO EVENT SHALL AT&T OKLAHOMA BE LIABLE FOR ANY LOST PROFITS, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES OR OTHERWISE, INCLUDING DAMAGE TO PROPERTY AND, TO THE EXTENT PERMITTED BY LAW, DAMAGES FOR PERSONAL INJURY.**
- C. **AT&T OKLAHOMA SHALL NOT BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING ANY LOST PROFITS, LOSS OF BUSINESS INCOME OR REVENUES OR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE RELATED TO OR ALLEGED TO HAVE BEEN CAUSED BY THE ACTS OR OMISSIONS OF AT&T OKLAHOMA IN PROVIDING THE SERVICES HEREUNDER. IN NO EVENT WILL AT&T OKLAHOMA'S LIABILITY FOR DAMAGES CAUSED BY OR ARISING OUT OF ITS FAILURE TO PERFORM SERVICES IN A PROPER AND TIMELY MANNER EXCEED THE AMOUNT PAID BY CUSTOMER TO AT&T OKLAHOMA FOR SUCH MATERIAL AND SERVICES.**

RESTRICTED - PROPRIETARY INFORMATION

The information contained herein is for use by authorized employees of the parties hereto only and is not for general distribution within or outside their respective companies.

- G. IN NO EVENT SHALL AT&T OKLAHOMA BE LIABLE FOR LOST PROFITS, TOLL FRAUD, LOSS OF USE, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES, OR OTHERWISE, IN CONNECTION WITH SUCH EQUIPMENT OR SERVICES, EVEN WHEN AT&T OKLAHOMA HAS BEEN GROSSLY NEGLIGENT OR ENGAGED IN WILLFUL MISCONDUCT.**
- H. CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AGAINST AT&T OKLAHOMA, ITS AFFILIATES, AND THEIR DIRECTORS, OFFICERS AND EMPLOYEES FOR ANY LOSSES OR DAMAGES ARISING FROM ANY EQUIPMENT, SOFTWARE OR SERVICES PROVIDED BY AT&T OKLAHOMA, WHETHER IN CONTRACT OR IN TORT, SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE SERVICES. IN ANY EVENT, AT&T OKLAHOMA'S LIABILITY SHALL BE LIMITED TO THE AMOUNT SPECIFIED IN THE TARIFF OR THE AMOUNT PAID TO AT&T OKLAHOMA BY CUSTOMER UNDER THE APPLICABLE ADDENDUM AND SHALL NOT ENCOMPASS ANY DAMAGES DUE TO CAUSES BEYOND THE REASONABLE CONTROL OF AT&T OKLAHOMA OR ATTRIBUTABLE TO ANY SERVICE, PRODUCTS, OR ACTIONS OF ANY PERSON OTHER THAN AT&T OKLAHOMA, REGARDLESS OF THE FORM OF ACTION.**
1. Customer understands and agrees that AT&T OKLAHOMA's price reflects this limitation of liability and that this disclaimer is reasonable in all respects.
 2. In no event shall AT&T OKLAHOMA be responsible for the following:
 - a) Repair of damage due to Customer's failure to provide adequate electrical power or environmental conditions.
 - b) Repair of damages caused by misuse or neglect.
 - c) Repair of damages caused by Customer's existing wiring or damage to the existing wiring.
 - d) Repair of damage caused by accident and/or disaster, including but not limited to fire, flood, wind, lightning or water.
 - e) Repair of damage caused by the attachment of mechanical, electrical or electronic material or devices to the system that is not supplied by AT&T OKLAHOMA.
 - f) Repairs which are impractical for AT&T OKLAHOMA to render because of alterations in or attachments to the system.

- I. Upon Customer's request and at AT&T OKLAHOMA's option, AT&T OKLAHOMA will provide any of the foregoing Services at its then prevailing standard service rate therefore.

VII. NOTICES

Any notice or demand which under the terms of this Agreement or otherwise must or may be given or made by AT&T OKLAHOMA or Customer will be in writing and given or made by facsimile or similar communication or by certified or registered mail, return receipt requested, addressed to the respective parties as shown:

If to Customer: Customer Attn.: 911 Administrator
 Jim Liles
 28 E. Washington
 McAlester, OK 74501
 FAX: 918-426-6225

If to AT&T OKLAHOMA: Southwestern Bell Telephone, L.P. d/b/a
 AT&T OKLAHOMA
 405 N. Broadway Room 710-B
 (FAX: 405-278-3501)
 City, 73102
 Attn.: Area Manager 911 Public Safety

Such notice or demand will be deemed to be given or made when sent, if sent by facsimile or similar communication, or when deposited, postage prepaid, in the U.S. mail. The above addresses may be changed at any time by giving thirty (30) days' prior written notice as above provided.

VIII. TERM OF AGREEMENT

This Agreement will become effective after execution by both parties and remain in full force and effect for a sixty (60) month period or until terminated by either party upon thirty (30) days' prior written notice. If federal or state law prohibits Customer from executing any agreement for more than a one (1) year term, then the term of this agreement shall be deemed to be one (1) year and shall be

renewable each year for the term of this contract, after the expiration of the initial sixty (60) month term, thereafter unless terminated by either party.

IX. ADDENDUM TAKES PRECEDENCE OVER AGREEMENT

Any term in an Addendum that directly conflicts with this Agreement will be deemed to control with respect to Services provided pursuant to that Addendum.

X. ASSIGNMENT

Neither party may assign or transfer its rights or obligations under this Agreement except with the prior written consent of the other party, which consent will not be unreasonably withheld. Notwithstanding the foregoing, both parties will have the right to assign this Agreement to any present or future affiliate, subsidiary or parent corporation without securing consent, and may grant to any such assignee the same rights and privileges party enjoys under this Agreement. In addition, AT&T OKLAHOMA may subcontract any portion of the Services to be performed without the prior written approval of Customer.

XI. CHOICE OF LAW

This Agreement will be governed by and construed in accordance with the laws of Oklahoma and venue shall be established for all disputes as Pittsburgh County, Oklahoma. This Agreement is subject to the laws of Oklahoma pertaining to public indebtedness. In the event that it is determined by an administrative agency or court of law that this Agreement violates any laws, ordinances or regulations, either party shall have the option of terminating this Agreement with no further obligation to the other.

XII. CONFLICT OF INTEREST

Each party represents and warrants that no officer, director, employee or agent of the other party has been or will be employed, retained, paid a fee or otherwise has received or will receive, directly or indirectly, any personal compensation, "kickback" or any other consideration outside the specific terms of this Agreement in connection with or in contemplation of this Agreement or any future Addendum.

XIII. CURE

AT&T OKLAHOMA will not be deemed to be in default under any term of this Agreement or any Addendum executed pursuant to this Agreement, and Customer will not seek or be entitled to enforce any remedy for any claimed default, unless AT&T OKLAHOMA fails to cure or correct same within thirty (30) days following receipt of written notice from Customer.

XIV. FORCE MAJEURE

Neither AT&T OKLAHOMA nor Customer will be liable for any delay or failure to perform Services due to circumstances beyond its reasonable control including, by way of illustration only and not limitation, labor strikes, natural catastrophes, civil disturbances, weather, material shortages, government regulations, fire, explosion, lightning, earthquake, power surges or failures, labor disputes, floods, storms, tornadoes, acts of God, war, civil disturbances, acts of civil or military authorities or the public enemy, delays caused by the other party equipment vendors or other similar causes. The affected party will be excused from performance during the period of such interference, provided that it uses reasonable efforts to avoid or remove such causes of nonperformance.

XV. INDEPENDENT CONTRACTOR

Neither AT&T OKLAHOMA nor its employees, agents or representatives are employees, servants, partners or joint ventures of or with Customer. AT&T OKLAHOMA is an independent contractor and will at all times direct, control and supervise all of its employees, agents and representatives and their respective activities.

XVI. LABOR AND MATERIAL

AT&T OKLAHOMA will furnish all supervision, labor, tools, transportation, material and supplies specified in an Addendum except any items specifically listed in the Addendum and/or this Agreement as being furnished by Customer or others.

XVII. MODIFICATION TO CONFORM TO LAWS

- A. This Agreement and all obligations under will be subject to all applicable laws, rules and regulations (collectively, "Laws") including, by way of illustration and not limitation, the 1996 Federal Telecommunications Act. In the event this Agreement, or any of its provisions, Addenda or the operations contemplated hereunder, are found to be inconsistent with or contrary to any Laws, the latter will be deemed to control and, if commercially practicable, this Agreement will

be regarded as modified accordingly and will continue in full force and effect as so modified.

- B. If such modified Agreement is not commercially practicable, in the opinion of either party, then the parties agree to meet promptly and discuss any necessary amendments or modifications to this Agreement. If the parties are unable to agree on necessary amendments or modifications in Addendum to comply with any Laws, then this Agreement may be terminated immediately by either party. In the event of such termination, Customer will pay AT&T OKLAHOMA all amounts due for Services provided by AT&T OKLAHOMA under this Agreement up to and including the effective date of termination.

XVIII. NON-WAIVER

No course of dealing or failure of either party to enforce strictly any term, right or condition of this Agreement will be construed as a waiver of such term, right or condition.

XIX. RELEASES VOID

Customer will not require any waivers or releases of any personal rights from employees or representatives of AT&T OKLAHOMA in connection with the presence of such employees or representatives on Customer's PREMISES, and no such releases or waivers will be pleaded by Customer or third persons in any action or proceeding.

XX. RISK OF LOSS OR DAMAGE

Customer agrees to protect any items furnished by AT&T OKLAHOMA to Customer in connection with this Agreement, including all Addenda, and bear the risk of loss, theft or damage thereto while such items and/or other items are on Customer's premises until the Services are completed.

XXI. SEVERABILITY

- A. If any of the provisions of this Agreement are determined, or AT&T OKLAHOMA in good faith at its sole discretion believes them, to be invalid or unenforceable, Such invalidity or unenforceability will not invalidate or render unenforceable the entire Agreement. The Agreement then will be construed as if it did not contain the particular invalid or unenforceable provision(s), and the rights and obligations of AT&T OKLAHOMA and Customer will be construed and enforced

accordingly, unless, in the sole discretion of AT&T OKLAHOMA, the undertaking becomes commercially unreasonable.

- B. If such modified Agreement is not commercially practicable, in the opinion of AT&T OKLAHOMA, then the parties agree to meet promptly to discuss any necessary amendments or modifications to this Agreement. If the parties are unable to agree on necessary amendments or modifications, then either party may immediately terminate this Agreement, in which event Customer must pay AT&T OKLAHOMA all amounts due for Services provided by AT&T OKLAHOMA up to and including the effective date of termination.
- C. If approval of this Agreement by any regulatory agency is required and not obtained, then this Agreement to the extent not approved will immediately terminate.

XXII. SURVIVAL

Any obligation arising under this Agreement or any Addendum which by its nature will continue beyond the termination, cancellation or expiration hereof, including by way of illustration only and not limitation, those clauses entitled "LIMITATION OF LIABILITY", "SEVERABILITY", and "CONFIDENTIALITY" will survive the termination, cancellation or expiration of this Agreement.

XXIII. TAXES

In the event that Customer is liable under federal law for excise taxes or under state or local law for sales, use or similar taxes collected by AT&T OKLAHOMA on the Services (including any subcontractor's fees) provided under this Agreement and/or any Addendum, then AT&T OKLAHOMA will bill such taxes separately and Customer agrees to pay them.

XXIV. REPAIRS

AT&T OKLAHOMA will: (a) be available to the customer 24x7x365 for the term of this agreement (b) dispatch service; and (c) perform diagnostic service and network monitoring from the central office. Dispatch for service will be made available consistent with the following schedule. (1) Response Time - 2 hours, remote access and testing, (2) 4 hours, dispatch for critical/major, (3) Next business day dispatch for non critical/minor repairs. If AT&T OKLAHOMA dispatches its service technician to Customer's premises to respond to a trouble report regarding network Services and the service problem is found to be in

Customer's equipment, standard time and material charges will apply. Customer agrees to pay such charges.

XXV. GENERAL TERMS AND CONDITIONS

- A. The terms and conditions of this Agreement are equally binding upon the Parties named herein, their heirs, assigns and successors in interest.
- B. Addenda may be added to this Agreement, and each will (1) reference this Agreement, (2) be sequentially numbered and initialed by the parties, and (3) include the Term of the Addendum, a description of the features, type, quantity and rates for the Services, the location(s) where the Services will be provided, and any special terms and conditions. Customer may also request changes to the Services. Changes may include upgrades, downgrades and/or rearrangements of Services. Change charges may apply, and Customer will be advised of such charges at the time the change is requested. AT&T OKLAHOMA SHALL NOT BE OBLIGATED TO PROVIDE SUCH CHANGED SERVICES UNLESS IT CONSENTS AND CUSTOMER HAS AGREED TO THE CHARGES THEREFOR.
- C. AT&T OKLAHOMA will bill and Customer will pay to AT&T OKLAHOMA, on a monthly basis or as otherwise specified in an Addendum, the charges set forth for the first Term, and the then-current price in subsequent Terms. Charges will commence on the effective date of the Addendum. The prices do not include any independent company or interexchange carrier charges, intra-building network cable, simple inside wire, repair Services for such cable and wire, or wiring associated with Customer equipment.
- D. Payment of charges is due on thirty days from the date of invoice. Customer agrees to pay a late payment fee as set by law if payment is not made on or before the due date.
- E. In the event of a billing dispute, Customer shall pay the undisputed portion on the payment due date. If a dispute is subsequently resolved in AT&T OKLAHOMA's favor, Customer will be liable for the disputed portion plus the late fee specified above. If the dispute is resolved in Customer's favor, Customer will not be liable either for the disputed amount or the late fee on the withheld payment.

RESTRICTED - PROPRIETARY INFORMATION

The information contained herein is for use by authorized employees of the parties hereto only and is not for general distribution within or outside their respective companies.

- F. AT&T OKLAHOMA will rely on information provided by Customer and will not be responsible for any damages or costs that result from errors or omissions in such information. Customer will also obtain at its expense any necessary licenses, easements, permits and consents (including landlord's or mortgagee's consents) in connection with Services.
- G. Either party shall have the right to suspend performance or to pursue any other remedies provided under this Agreement where the other delays or fails to comply with this Agreement. If any of the measures described above are unreasonably expensive for one of the parties, the party may request that performance be suspended under an Addendum until such time as an alternative remedy or course of performance is secured or agreed upon. If any such suspension lasts longer than thirty (30) days, the other party (the non-requesting party) may terminate that Addendum.
- H. Provision of the Services is subject to the availability and operational limitations of the equipment and associated facilities. If the Services require use of Customer Equipment, such Customer Equipment must be compatible with AT&T OKLAHOMA's equipment and facilities and must conform to industry standards and specifications as outlined in the Addendum. Customer shall ensure the continuing compatibility of Customer Equipment.
- I. Customer is responsible for the installation, operation and maintenance of Customer Equipment. No combination of Customer Equipment shall: require change in or alteration of AT&T OKLAHOMA's equipment or the Services; cause electrical hazards to AT&T OKLAHOMA's personnel or damage to AT&T OKLAHOMA's equipment; cause the malfunction of AT&T OKLAHOMA's billing equipment; or cause degradation of service to other persons. Upon notice from AT&T OKLAHOMA that Customer Equipment is causing such hazard, damage, malfunction or degradation of the service, Customer shall promptly make such changes as shall be necessary to remove or prevent such hazard, damage, malfunction or degradation of the Service. Customer shall be solely responsible for the overall design of its Services and for any redesigning or rearrangement of its Services which may be required because of changes in facilities, operations or procedures of AT&T OKLAHOMA, minimum network protection criteria, or operating or maintenance characteristics of the facilities.
- J. Customer shall provide AT&T OKLAHOMA with reasonable access to Customer's premises to enable AT&T OKLAHOMA to install, inspect,

test, rearrange, maintain, repair or remove the Services. If AT&T OKLAHOMA responds to a request from Customer and access is denied or unavailable, standard time and material charges may apply.

- K. It is a condition precedent to AT&T OKLAHOMA's obligations hereunder that: (a) Customer is not in default of Customer's obligations under this Agreement; and (b) the AT&T OKLAHOMA Network has not been damaged as a result of misuse, abuse, neglect, accident, improper environmental conditions, electrical voltages or currents, repair, alteration or maintenance by any person or party other than an authorized service facility, attachment of mechanical, electrical or electronic material or devices not supplied by AT&T OKLAHOMA, or any use that violates the instructions furnished by AT&T OKLAHOMA or the manufacturer.
- L. AT&T OKLAHOMA shall indemnify, defend and hold harmless Customer from and against any claim, or suit brought by a third party alleging the Services infringe such party's U.S. patents, trademarks or copyright ("Intellectual Property"), provided that Customer: (a) followed AT&T OKLAHOMA's reasonable instructions for use of any Intellectual Property associated with the Services; (b) did not modify the Services; (c) notifies AT&T OKLAHOMA promptly and in writing of any such claims; and (d) cooperates with and permits AT&T OKLAHOMA to control the defense, settlement or other handling of such claim or threatened claim. AT&T OKLAHOMA shall not be responsible for any claims resulting from Customer's combination of the Services with other products or Services or Customer Equipment.
- M. The failure of either party to insist upon strict performance of any provision of this Agreement in any one or more instances shall not be construed as a waiver for the future of any such provision, but the same shall be and remain in full force and effect.
- N. Customer will schedule and coordinate the performance of work by suppliers, contractors or other entities working or present at a Customer location in a manner which will not interfere with AT&T OKLAHOMA's performance of its Services within the time period specified in the applicable Addendum.
- O. Neither AT&T OKLAHOMA nor its employees, agents or representatives are employees, servants, partners or joint venturers of or with Customer. AT&T OKLAHOMA is an independent contractor and will at all times direct, control and supervise all of its employees, agents and representatives and their respective activities.

RESTRICTED - PROPRIETARY INFORMATION

The information contained herein is for use by authorized employees of the parties hereto only and is not for general distribution within or outside their respective companies.

- P. Customer will not require any waivers or releases of any personal rights from employees or representatives of AT&T OKLAHOMA in connection with their presence on Customer's premises, and no such releases or waivers will be pleaded by Customer or third persons in any action or proceeding.

XXVI. ENTIRE AGREEMENT

This Agreement, including Addenda and applicable tariff, sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements, representations or understandings relating to the subject matter hereof. No amendments, modifications, or subsequent agreements concerning the subject matter of this Agreement will be effective unless made in writing. Each reference to a tariff provision in this Agreement shall be deemed to mean any and all similar tariff provisions or other regulations changed or established from time to time in lieu of said tariff provision during the term of this Agreement. In the case of a discrepancy between the tariffs, this Agreement and any Addendum the governing Addendum shall be 1) the tariff , 2) the Addendum, and 3) this Agreement.

XXVII. ADDENDA

The following is a list of the addenda attached to the Agreement at the time of execution:

Addendum 1	Central Managed 911 Service
Addendum 2	Frame Relay Service
Addendum 3	Database Service
Addendum 4	Network Service

Other Addenda may be added as appropriate and shall be effective upon their execution and incorporation into this Agreement.

IN WITNESS WHEREOF, the parties execute this contract, on the dates indicated, as follows:

**City of McAlester E911
Trust Authority**

**SOUTHWESTERN BELL TELEPHONE
D/B/A AT&T OKLAHOMA**

BY _____
TITLE _____
DATE _____

BY _____
TITLE _____
DATE _____

**ADDENDUM 1 to the MASTER SERVICES AGREEMENT
BETWEEN
City of McAlester AND SOUTHWESTERN BELL TELEPHONE, D/B/A AT&T
OKLAHOMA**

Central Managed E9-1-1 Services

1. Customer agrees to acquire Central Managed E9-1-1 Service, and AT&T OKLAHOMA agrees to sell Hosted E9-1-1 Service as described below:

Service will provide Two - 911 call taking positions, along with Mapped ALI positions. The service will include 24-hour monitoring, maintenance, training and repair. Customer agrees to pay a one-time fee of \$50,000.00 (Fifty Thousand Dollars) upon execution of agreement and \$2,333.33 (Two Thousand Three Hundred Thirty Three and Thirty Three /100 Dollars monthly fee for the 60 month term.
2. As part of this agreement, customer also agrees to purchase frame relay service 768K speed or greater per circuit per PSAP. See Frame Relay Services Addendum #2 for pricing.
3. As part of the agreement, customer also agrees to purchase a business grade DSL service for 24-hour monitoring. See Network Services Addendum #4 for pricing.
4. AT&T OKLAHOMA agrees to install the Central Managed E9-1-1 Service within 6 months of contract execution unless an extension is mutually agreed upon..
5. AT&T Oklahoma restricts access to components associated with the Central Managed E9-1-1 system to AT&T personnel and their authorized contractors.
6. AT&T's Central Managed E9-1-1 Solution does not include call taker headsets, call taker chairs, printer ribbons, printer ink cartridges, or paper.

**ADDENDUM 2 to the MASTER SERVICES AGREEMENT
BETWEEN
City of McAlester AND SOUTHWESTERN BELL TELEPHONE, D/B/A
AT&T OKLAHOMA**

FRAME RELAY SERVICES AGREEMENT

Frame Relay Service will be provided to McAlester/Pittsburg County, Oklahoma. The service will consist of two 768K data frame relay circuits. The service is as follows:

AT&T Facility to Frame Cloud	768K
Frame Cloud to 28 E Washington,	768K
Total Monthly	\$ 677.48

Customer agrees to a monthly fee of \$686.72 per month for a 60 month term.

There is no installation charge associated with the service if the circuit is terminated at the AT&T point of demarcation.

**ADDENDUM 3 to the MASTER SERVICES AGREEMENT
BETWEEN
CITY OF MCALESTER
AND SOUTHWESTERN BELL TELEPHONE, D/B/A
AT&T OKLAHOMA**

DATABASE SERVICES

1. AT&T-OKLAHOMA agrees to provide and Customer hereby agrees to purchase Database Management Service for certain Exchange Access Arrangements ("EAAs") in use in Customer, for a three year Term, beginning with execution of this Agreement.
2. Database Management Service hereunder shall be priced initially at \$95.00 per 1,000 EAAs per month, to be paid in advance. Customer agrees that the price for the Database Service described above shall be \$1,900.00 (One Thousand Nine Hundred Dollars) per month for the Term. The first year of the Term, AT&T-OKLAHOMA shall charge Customer for 20 EAAs. Annually, AT&T-OKLAHOMA shall audit the database to determine the total number of EAAs actually managed therein. The number of EAAs for which Customer shall pay for the following year shall be that determined by AT&T-OKLAHOMA as a result of the audit.
3. All Services provided hereunder are made available on the same terms, conditions and prices contained in AT&T-OKLAHOMA tariffs for such Services, as amended, approved by and on file with the Corporation Commission, which are in effect at the time Service is rendered to Customer and hereby are incorporated by reference into this Agreement; provided, however, that AT&T-OKLAHOMA does not concede that AT&T-OKLAHOMA is required to provide Services to Customer because Customer is not located within the AT&T-OKLAHOMA service territory in Oklahoma.
4. In the event any Service is terminated by the Customer prior to the end of the Term of this Agreement, Customer agrees to pay AT&T-OKLAHOMA termination charges. The termination charges will be calculated as follows: The billed monthly rate for the Service terminated, multiplied by the number of months remaining in the Term, and that sum multiplied by Twenty Percent (20%).
5. AT&T-OKLAHOMA will provide Services from the selective router ILEC meet points. AT&T-OKLAHOMA will provide tandem-to-PSAP trunks to be handed off at the ILEC meet point. AT&T-OKLAHOMA will provide selective routing through the tandem router.
6. AT&T-OKLAHOMA will establish E9-1-1 Database Records and provide Network to ILEC meet points for Customer 9-1-1. AT&T-OKLAHOMA /AT&T-OKLAHOMA will

provide Data Storage and Network Services. Any consulting Services will be on a time and materials basis only. AT&T-OKLAHOMA will provide access to and training on MSAG Mail and ASK Report usage.

7. Customer 9-1-1 shall provide ESN and MSAG Records to AT&T-OKLAHOMA, provide Telco records to AT&T-OKLAHOMA and use MSAG Mail to notify the DIU (Database Integrity Unit) of "misroutes" and "record not found" occurrences.
8. Maintenance of 911 Services provided hereunder by AT&T-OKLAHOMA on its network will be available 24 hours a day, 7 days a week, 365 days a year; provided, however, that AT&T-OKLAHOMA shall respond to emergency requests for maintenance or repair Services within one hour or less after the request is made to the appropriate AT&T-OKLAHOMA manager, and within four hours for requests that are not an emergency. Maintenance includes:
 - a. Response Time - 2 hour phone, four hour dispatch (critical), next day dispatch (noncritical)
 - b. Coverage - 24 x 7
 - c. Services - remote technical assistance, onsite dispatch, replacement of defective components
9. Database Service is supported by the AT&T-OKLAHOMA Database Integrity Unit, and changes to the Customer's database will be accomplished accordingly: Address change – 5 business days; MSAG change request – 5 business days; ESN change – 5 business days. Number of changes submitted at one time not to exceed 20.
10. In the event either party desires to change this Addendum 1, the following procedures will apply:
 - A. The party requesting the change will deliver a Change Request document to the other party. The Change Request will describe the nature of the change, the reason for the change, and the effect the change will have on the Services.
 - B. The designated Program/Addendum Manager of the requesting party will review the proposed change with his/her counterpart. The parties will evaluate the Change Request and negotiate in good faith the changes to the Services and the additional charges, if any, required to implement the Change Request. If both parties agree to implement the Change Request, the appropriate authorized representatives of the parties will sign the Change Request, indicating the acceptance of the changes by the parties.
 - C. Upon execution of the Change Request, said Change Request will be incorporated into, and made a part of, this Addendum by mutual execution and affixing it hereto.

11. Whenever there is a conflict between the terms and conditions set forth in a fully executed Change Request and those set forth in this Addendum, or previous fully executed Change Request, the terms and conditions of the most recent fully executed Change Request shall prevail.

12. AT&T-OKLAHOMA reserves the right to bill customer for call-outs that are determined not to be a problem with our network or associated equipment. The following rates apply:
 - normal business hour - \$105 per hour
 - after hours - \$150 per hour
 - holiday hours - \$175 per hourThe minimum callout is two hours.

13. Customer will provide AT&T-OKLAHOMA the name and contact information for a single point of contact as well as a local site contact.

**ADDENDUM 4 to the MASTER SERVICES AGREEMENT
BETWEEN CITY OF MCALESTER
AND SOUTHWESTERN BELL TELEPHONE, D.B.A. AT&T OKLAHOMA**

NETWORK SERVICES

1. Customer agrees to purchase, and AT&T OKLAHOMA agrees to sell, meet-point billed Network Trunking Service (hereinafter, "Network Service") as that term is defined in Company's tariffs on file with the Public Utility Commission, for a Term of (3 years) 36 months. All terms, conditions, rules and regulations set forth in said tariffs under which the Service is offered hereby are incorporated by reference herein. All charges to Customer for Network Service shall subject to change after the Service has been established and shall reflect exactly the price set forth in the AT&T OKLAHOMA "Enhanced 9-1-1 Universal Emergency Number Service" tariff, provided, however, that AT&T OKLAHOMA does not concede that AT&T OKLAHOMA is required to provide Services to Customer because Customer is not located within the AT&T OKLAHOMA service territory in Oklahoma

2. Customer agrees that the price for the Network Service described above shall be Seven Hundred Sixty Five Dollars and Zero Cents (\$765.00) per month for the Term, plus a one-time setup charge of Five Thousand Three Hundred Seventy Dollars (\$5,370.00). Customer agrees to purchase a Business Grade DSL line priced at \$70.00 Seventy Dollars per month for the term, and the one time set up fee of \$320.00 Three Hundred Twenty Dollars. Customer further agrees the price for subsequent Terms shall be the price in Company's tariffs for such services on file with the Public Utility Commission in effect on the renewal date of this Agreement, if any. The Parties agree that the network requirements for the City of McAlester will be audited annually to determine if additional trunking capacity is needed, based on that year's usage. If AT&T OKLAHOMA, in its sound business judgment, determines that additional capacity is needed, Customer agrees to purchase such additional capacity at the price in Company's tariffs for such services on file with the Public Utility Commission in effect on the date ordered.

3. Customer agrees that minimum participation in the Enhanced 9-1-1 Universal Emergency Number Service shall include all police and fire units which are located within the geographical boundaries of the Customer or which provide police and/or fire service to the Customer.

4. The prices herein do not include applicable taxes and fees. AT&T OKLAHOMA retains ownership of all network and database Services, and the equipment providing such Services is leased to the Customer pursuant to the terms of this contract and AT&T OKLAHOMA's tariff provisions.

5. AT&T OKLAHOMA shall be provided access by the Customer and all public safety agencies to their premises where the equipment and facilities are located. This access, to be provided at any reasonable time, shall be for the purpose of installation, inspection and repairing the facilities used in furnishing the Services.

6. Customer shall be responsible for furnishing AT&T OKLAHOMA with a correct and current definition of the specific geographic areas covered by each primary and secondary PSAP from time to time, as they may change. This definition shall be by street names, street types, directions, street addresses and number ranges (where applicable), or in such other manner as to accurately define the area and be in a format acceptable to AT&T OKLAHOMA.

7. The definition of each geographic area and the ongoing maintenance of such information shall be the sole responsibility of the Customer. Customer further agrees to furnish to AT&T OKLAHOMA, in a timely manner, any such updated geographical information. Customer understands that the time required by AT&T OKLAHOMA to update the data base with data provided by the Customer will depend on the nature and extent of such changes. AT&T OKLAHOMA will require a reasonable interval of time in which to input into the database major changes such as realignment of PSAP boundaries, street names changes, new street additions and annexations.

8. Customer further understands that in Addendum to properly route calls from subscribers in some rural areas of the county, it will be necessary for Customer to provide unique street addresses (including house numbers) for specific real estate parcels in these areas. Street addresses will be required for streets or thoroughfares which cross multiple jurisdictional boundaries and at present use only rural route and box numbers as an address. These street addresses would not affect current mailing addresses.

9. The Service is provided solely for the benefit of Customer. The provision of such service shall not be interpreted, construed or regarded as being for the benefit of, or creating any AT&T OKLAHOMA obligation toward or any right of action on behalf of, and third person or other legal entity.

10. AT&T OKLAHOMA does not undertake to answer and forward Enhanced 9-1-1 calls, but furnishes that use of its facilities to enable Customer to respond to such calls with Customer's personnel on Customer's premises.

11. The rates charged for the enhanced 9-1-1 Service do not contemplate and AT&T OKLAHOMA does not undertake any responsibility for inspection or constant monitoring to discover errors, defects and malfunctions in the service. Customer shall have

the responsibility of discovering all errors, defects and malfunctions. Customer assumes the duty of, and will make such tests as, in the judgment of the Customer, are required to determine whether the system is functioning properly for its use. Customer shall promptly notify AT&T OKLAHOMA in the event the system is not functioning properly.

12. AT&T OKLAHOMA shall not be liable for any loss or damages arising out of errors, interruptions, defects, failures, or malfunctions of the Service, including any and all network facilities and data processing systems associated therewith. Damages arising out of such interruption, defects, failures, or malfunctions of the system after AT&T OKLAHOMA has been so notified and has had a reasonable time for repair, shall in no event exceed an amount equivalent to the charges made for the service affected for the period following notice from Customer until service is restored.

13. Customer agrees that if this request, or any subsequent request by the Customer for service or facilities, or request for additions, rearrangement, relocations or modifications of service, is canceled in whole or in part, for any reason prior to completion of the work involved, Customer shall reimburse AT&T OKLAHOMA for all expenses incurred in handling the request before notice of cancellation is received. Such charges, however, shall not exceed all charges that would apply if the work involved in complying with the request.

Council Chambers
Municipal Building
March 10, 2009

The McAlester Airport Authority met in a special session on Tuesday, March 10, 2009, at 6:00 P.M. after proper notice and agenda was posted March 5, 2009.

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

Absent: John Browne

Presiding: Kevin E. Priddle, Chairman

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

- **Approval of the Minutes from the February 24, 2009, Special Meeting of the McAlester Airport Authority.** (*Cora Middleton, City Clerk*)

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

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

NAY: None

Chairman Priddle declared the motion carried.

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

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

NAY: None

Chairman Priddle declared the motion carried.

ATTEST:

Kevin Priddle, Chairman

Cora Middleton, Secretary

Council Chambers
Municipal Building
March 10, 2009

The McAlester Public Works Authority met in a special session on Tuesday, March 10, 2009, at 6:00 P.M. after proper notice and agenda was posted March 5, 2009.

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

Absent: 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 February 24, 2009, Special Meeting of the McAlester Public Works Authority. (Cory Middleton, City Clerk)**
- **Confirm action taken on City Council Agenda Item 3 regarding an award of bid to Keystone Equipment Co., in the amount of \$83,900, for the purchase of one New 2009 Industrial Rubber Tire Backhoe, and authorize the City Manager or his designee to negotiate a five year lease purchase agreement with the vendor or a financial institution for this equipment. (David Medley, Utility Director)**
- **Confirm action taken on City Council Agenda Item 4 regarding an award of bid to Grissoms LLC, in the amount of \$36,550.08, for the purchase of two New 2009 Diesel Tractors with Front End Loaders and authorize the City Manager or his designee to negotiate a five year lease purchase agreement with the vendor or a financial institution for the equipment. (David Medley, Utility Director)**
- **Confirm action taken on City Council Agenda Item 5 regarding authorizing the Mayor to sign a Rental Agreement with GG/MG, Inc., d/b/a Landfill Equipment for a Rex 370 Trash Compactor for the McAlester Landfill in the amount of \$7,500 per month plus delivery cost of \$5,250. (George Marcangeli, City Engineer/Public Works Director)**
- **Confirm action taken on City Council Agenda Item 6 regarding authorizing the Mayor to sign a Municipal Lease Contract, in the amount of \$1,442.45 per month, with Xerox Corporation for two Xerox WORKCENTRE 7675 copiers. (Mark B. Roath, City Manager)**

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

AYE: Trustees Condit, 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 Condit, 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 24, 2009

The McAlester Retirement Trust Authority met in special session on Tuesday, February 24, 2009, at 6:00 P.M. after proper notice and agenda was posted February 20, 2009.

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

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

- **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*) In the amount of \$39,253.83.

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

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

Chairman Priddle declared the motion carried.

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

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

Chairman Priddle declared the motion carried.

ATTEST:

Kevin E. Priddle, Chairman

Cora Middleton, Secretary