



## McAlester City Council

# NOTICE OF MEETING

## Rescheduled Regular Meeting Agenda

Monday, April 13, 2009 -- 6:00 pm  
McAlester City Hall – Council Chambers  
28 E. Washington

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

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

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

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

### CALL TO ORDER

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*Announce the presence of a Quorum.*

### INVOCATION & PLEDGE OF ALLEGIANCE

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

### ROLL CALL

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### CITIZENS COMMENTS ON NON-AGENDA ITEMS

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

### CONSENT AGENDA

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

- A. **Approval of the Minutes from the March 24, 2009, Regular Meeting of the McAlester City Council.** *(Cora Middleton, City Clerk)*
- B. **Approval of the Minutes from the March 31, 2009, Special Meeting of the McAlester City Council.** *(Cora Middleton, City Clerk)*
- C. **Concur with Mayor's reappointment of Randy Walters to the Airport Advisory Board for the term that expires March, 2011.** *(Kevin E. Priddle, Mayor)*
- D. **Concur with Mayor's reappointment of Cecil Craig to the Airport Advisory Board for the term that expires March, 2011.** *(Kevin E. Priddle, Mayor)*
- E. **Approval of Claims for March 25, 2009 through April 13, 2009.** *(Sherry Alessi, Assistant Chief Financial Officer)*

## **ITEMS REMOVED FROM CONSENT AGENDA**

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### **PUBLIC HEARING**

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

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

### **SCHEDULED BUSINESS**

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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 West 5' of Lot 3C, Lot 3D, 4A-B-C-D, 5A-B-C-D, 7, 8, and 9E, East 40' of North 100' of vacated 8<sup>th</sup> street and North 10' of vacated alley abutting West 5' of Lot 3C and Lots 3D, 4A-B-C-D, 5A-B-C-D and South 10' of vacated alley abutting Lots 7, 8, and 9E in Block 276, City of McAlester, formerly South McAlester, Pittsburg County, State from R1-B (Single-Family Residential) to R-3 (Multi-Family Residential).** *(Pete Stasiak, Planning and Community Development Director)*

Executive Summary

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

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

Executive Summary

This agenda item involves vacating and closing a platted alleyway.

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

Executive Summary

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

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

Executive Summary

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

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

Executive Summary

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

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

Executive Summary

This agenda item involves a contract for inmate labor.

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

Executive Summary

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

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

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**CONVENE AS McALESTER PUBLIC WORKS AUTHORITY**

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*Majority of a Quorum required for approval*

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

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RECONVENE COUNCIL MEETING

**EXECUTIVE SESSION**

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

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

**RECONVENE INTO OPEN SESSION**

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

**ADJOURNMENT**

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**CERTIFICATION**

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

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Cora M. Middleton, City Clerk

Council Chambers  
Municipal Building  
March 24, 2009

The McAlester City Council met in regular session on Tuesday, March 24, 2009, at 6:00 P.M. after proper notice and agenda was posted, March 18, 2009, at 9:00 A.M.

**CALL TO ORDER**

Mayor Priddle called the meeting to order.

**INVOCATION & PLEDGE OF ALLEGIANCE**

- Charles Neff, First United Methodist Church

**ROLL CALL**

Council Roll Call was as follows:

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

Absent: None

Presiding: Kevin E. Priddle, Mayor

Staff Present: Mark Roath, City Manager; Peter Stasiak, Planning & Community Development Director; Police Chief Jim Lyles; 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 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) In the following amounts: General Fund - \$125,714.59; Parking Authority - \$148.21; Nutrition - \$783.67; SE Expo Ctr/Tourism Fund - \$10,388.50; E-911 - \$88,541.21 and Economic Development - \$35,916.67.**

Mayor Priddle requested that item "C" be removed for individual consideration.

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

Councilman Fiedler move for approval of consent agenda items "A, B, D through G and H". 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**

- 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)**

Vice-Mayor Garvin moved to approve the appointment of Lee Anderson to the McAlester Economic Development Service, Inc. Board for the term that expires December, 2011. The motion was seconded by Councilman Browne.

Before the vote, Councilman Browne read from a prepared statement as follows:

"Let me start by stating that I hold both Mayor Priddle and Dr. Lucy Smith in the highest regard, both have distinguished themselves in their respective fields.

Mayor Priddle, on the advice of Dr. Smith, has chosen to publicly state his intention to abstain on the matter before us. I have to respectfully disagree with this decision.

In a Republic form of government such as we have in the United States, the citizens elect people to represent them, to look out for their best interests, and to make decisions on their behalf. Each member of this council and the Mayor were all elected by the majority of voters in our respective wards, or in the case of the Mayor by a majority of the voters in the city to represent them. Each of us were elected to fulfill this obligation, not just sometimes or when the answers to the questions are easy, but to make the right decisions on the hard questions.

The fact that we were elected is evidence that the majority of voters we represent believe we will make the right decisions on their behalf.

The question that a small but vocal minority of people keep pounding on in this issue is the "conflict of interest" and the appearance of impropriety" clauses of the charter. Both issues have been heard before the city's Ethics Board, of which Dr. Smith is a member. The Ethics Board has found that no conflict of interest or appearance of impropriety exist in this case.

This small group has the hubris to suggest that the Ethics Board which is comprised of 5 very distinguished members of our community, including a retired Colonel, a member with a P.H.D. in education, a Princeton educated civil rights attorney, a Prison Warden, and a very successful Architect, are unable to understand the questions that were asked of them. I would like to take this moment to thank the Ethics Board for their service in what can be a very difficult office.

The problem with the small group of protestors reasoning is their conclusions are based on their pre-supposition of harm to the city. They begin with the belief that bad judgment will be made, even though no evidence supports this belief. They are so entrenched in the past and incidences that occurred then that they are unable to look at the issue clearly.

The actual issue is how do we best represent our constituents. I was elected to make decisions, not to shy away when it may be politically expedient to do so. The people of 3rd ward expect me to represent them. If I do not do so, they can and should take measures to confront me on why I voted as I did. I cannot in good conscience abstain or in essence not vote on their behalf and then look them in the eye. I was elected to do a job and as long as the voters of 3rd ward allow me to, I intend to fulfill that very important task.

In response to those that presume that the potential for conflict of interest or impropriety behavior exist, I want it stated that I take offense to that presumption. This is America, you cannot be judged on what could happen only on what does happen,

If we follow the logic of this small group, at what point would I be allowed to vote? If it is a conflict to vote to put a member on the MEDS board, one whom every single member of the MEDS board has endorsed, would it then not be a conflict to vote on any action involving economic development and MEDS? How would that be representing 3rd ward? Does 3rd Wards opinion not matter when it comes to economic development? This group of people would like to

hamstringing the process to the extent that nothing could be done, because of the potential for conflict of interest in their eyes.

The acceptance of a contribution is not a Quid Pro Quo deal as Mr. Mason likes to state, it is an endorsement of your candidacy. Period. As was stated in the last Ethics Board meeting, a campaign contribution is not a solicitation for special favors. People donate to campaigns for many reasons, a legally made contribution does not somehow become unethical when someone does not like the potential outcome of the vote, I would like to ask this small group of citizens to stop politicizing this process and help us move forward as a city.

As I stated previously, I was put in office to make decisions, and I most certainly intend to do so for the people of 3<sup>rd</sup> Ward and the City of McAlester.”

Mayor Priddle stated that one of the reasons he would abstain from the vote was he appointed Mr. Anderson and the Council would vote to approve or disapprove the appointment.

Councilman Condit commented that Councilman Browne had brought up something that had helped for him to make his decision on how he planned to vote. He stated that he believed that the press should be the watch dogs for the Council but Mr. Anderson needed to be either a member of MEDS or a reporter. And as a member of MEDS that happens to be a reporter he needed to be more respectful of his comments of the Council.

Councilman Wilkinson and Vice-Mayor Garvin both commented that this was not something that should be a major headline and that it seemed that the only time calls were received was when certain names appeared on the agendas. They both voiced their support of the appointment.

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

AYE: Councilman Condit, Browne, Wilkinson, Garvin & Fiedler

NAY: Councilman Mason

ABSTAIN: Mayor Priddle (counted as no)

Mayor Priddle declared the motion carried.

- I. **Approval of Claims for March 11, 2009 through March 24, 2009.** (*Sherry Alessi, Assistant City Financial Officer*) In the following amounts: General Fund - \$125,714.59; Parking Authority - \$148.21; Nutrition - \$783.67; SE Expo Ctr/Tourism Fund - \$10,388.50; E-911 - \$88,541.21 and Economic Development - \$35,916.67.

Councilman Fiedler moved to approve the Claims for March 11, 2009 through March 24, 2009. The motion was seconded by Vice-Mayor Garvin.

Before the vote, Councilman Mason stated that he thought the claim for \$20,500.00 to MEDS was putting the cart before the horse. He commented that a contract amendment would be in order.

Mr. Ervin stated that the letter from Dr. Miller would suffice to be an amendment, but the Council could amend the contract and submit it to MEDS and then back to the Council.

There was discussion among the Council, Mr. Mills, Mr. Ervin and Mr. Roath regarding the provisions in the contract that could need amended, the attorney's written opinion and the attorney preparing an addendum for the contract, if MEDS regular payment could be made early and if this matter could be added to the agenda for the Special Meeting next Tuesday. There was further discussion concerning MEDS board reviewing the addendum before it came before the Council and the Council considering this matter at the Special Meeting contingent to decision by the MEDS Board.

Councilman Mason moved to remove the \$20,500.00 payment to MEDS from the claims. The motion was seconded by Councilman Wilkinson. There was no discussion, and the vote was taken as follows:

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

NAY: Councilman Garvin & Fiedler

Mayor Priddle declared the motion carried.

Mayor Priddle requested that Mr. Ervin prepare the addendum and that the contract and the claim come back to the Council at the same time.

Councilman Condit moved to approve the remaining claims and the motion was seconded by Councilman Fiedler.

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

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

NAY: None

Mayor Priddle declared the motion carried.

Councilman Browne asked how he could get an accelerated payment for MEDS on the Special Meeting.

Mr. Roath stated that it would depend on getting the information back regarding the addendum.

## **PUBLIC HEARING**

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

Mayor Priddle commented that there were two (2) items on the agenda that required a public hearing and he asked for a motion to open the hearing.

Councilman Browne moved to open the Public Hearing to consider a rezoning ordinance and an ordinance to amend the section of the Code of Ordinances relating to Competitive Bidding. The motion was seconded by Councilman Fiedler. There was no 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 and the Public Hearing was opened at 6:30 P.M.

Steve Harrison addressed the Council regarding his concerns about the ordinance to amend the section of the Code of Ordinances relating to Competitive Bidding. He commented that the amendment was not clear and he felt that it was in conflict with the City Charter.

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

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

NAY: None

Mayor Priddle declared the motion carried and the Public Hearing was closed at 6:40 P.M.

#### **SCHEDULED BUSINESS**

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

*Executive Summary*

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

Mayor Priddle briefly reviewed the financial report for January 2009 stating that the overall numbers were very good. He added that February looked very similar and the City was doing a good job of keeping the expenses down.

**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.*

**ORDINANCE NO. 2315**

**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).**

Councilman Browne moved for approval of **ORDINANCE NO. 2315**, seconded by Councilman Wilkinson.

Before the vote, Peter Stasiak addressed the Council stating that the developer had met all of the requirements and to date there have not been any responses received to the notices regarding this rezoning and the Planning Commission had approved this unanimously.

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.

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.*

**ORDINANCE NO. 2316**

**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.**

Councilman Wilkinson moved for approval of **ORDINANCE NO. 2316**, the motion was seconded by Councilman Fiedler.

Before the vote, Mr. Roath explained the changes to section 2-273 stating that section eight (8) was not under consideration to be changed and only the items dealing with purchases less than \$25,000.00 were for consideration to be amended. He added that the additions to the section

were for clarification. He commented that the staff was not authorized to spend anything that had not been budgeted and approved by the Council.

There was discussion among the Council and the City Attorney regarding the changes.

Councilman Mason moved to table this item for the City Attorney to review.

Mr. Ervin commented that he had read the amendment and there was nothing in the wording to indicate any changes to the section that dealt with purchases of more than \$25,000.00.

There was discussion among the Council regarding the language of the amendment, how the amendment was written, the emergency clause, how many quotes were gotten for purchases under \$25,000.00, how low a purchase could be without getting quotes and the purchasing policy.

Mayor Priddle moved to change the format of the amendment so that items two (2) through seven (7) become A through F and section eight (8) become section two (2). The motion was seconded by Councilman Fiedler.

There was no discussion regarding the change, 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.

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

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

NAY: None

Mayor Priddle declared the motion carried.

Councilman Mason commented that he had attempted to research this section on the City's website and that particular ordinance had not been updated.

Mr. Roath commented that the City Clerk had been working with Municipal Code, the company that codifies the City's ordinances, to obtain a link to their website.

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

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

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

NAY: None

Mayor Priddle declared the motion carried.

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.*

Councilman Condit moved to amend the February 10, 2009 list of City equipment and vehicles declared surplus property and include a 1990 Ford Bucket Truck. The motion was seconded by Councilman Browne.

Before the vote, Mr. Roath explained that during the auction this 1990 Bucket Truck had been tentatively sold and when the purchaser went to get the title it was discovered that the vehicle had not been on the list. He stated that the City Attorney had suggested placing this vehicle on the agenda for Council approval as surplus. He added that this vehicle had been taken to the Fleet Maintenance facility and parked, when the vehicles were transported to the EXPO for the auction it was taken also.

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

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

NAY: None

Mayor Priddle declared the motion carried.

Mr. Roath stated that he appreciated all of the work by the employees with the auction. He added that the auction had brought in over \$42,000.00.

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.*

Mayor Priddle explained that Councilman Browne had requested that this item be pulled and he would work on this matter through another avenue.

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.*

Councilman Browne moved to authorize 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. The motion was seconded by Councilman Condit.

Before the vote, Chief Jim Lyles explained that this was just an extension of the grant that had been approved in November, 2008.

There was a brief discussion among the Council regarding the cost and number of radar guns that would be purchased with the grant funds.

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.

**7. Consider and act upon, authorizing the Mayor to sign a Master Services Agreement, including Addendums One thru Four, with Southwestern Bell Telephone d/h/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.*

Councilman Fiedler moved to authorize 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. The motion was seconded by Councilman Browne.

Before the vote, Chief Lyles explained that City's current 911 System had been installed in 1989 and it did not accept cellular phone calls. He stated that this upgrade would prepare the City for video, photo and text.

There was a brief discussion among the Council regarding the City Attorney's review of the contract and the improved service this would bring the City of McAlester.

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.

**NEW BUSINESS**

Vice-Mayor Garvin asked that when anyone presents a printed statement to furnish a copy of the statement to the Council.

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

Mr. Roath complemented all the work that the City employees had done in preparation of the auction and during the auction. He announced that the Fire Department with the Council's approval had hired a part-time person to help with the ambulance billing. He stated that the Trash Compactor at the Landfill was in operation. The Enhanced Coagulation project at the Water Treatment Plant had been completed. He commented that a list of property for the Council to review had been placed on the agenda for the Special Meeting next Tuesday. Mr. Roath stated that a presentation of the inspection of the City's above ground water tanks was also on the agenda.

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

Councilman Wilkinson stated that he had attended the Fourth (4<sup>th</sup>) Ward Pride In McAlester meeting and he thanked everyone that had participated.

Vice-Mayor Garvin expressed his appreciation for the cleanup work in Fifth (5<sup>th</sup>) Ward and stated that he would not be able to attend the Special Meeting due to a family matter.

Councilman Mason announced that the Sixth (6<sup>th</sup>) Ward meeting would be Thursday at 6:00 P.M. in the Vo-Tech Auditorium. He added that the focus of the meeting would be the Main Street Program and that the Director would present the program. He commented that this meeting would not be the same forum as the previous meetings and he invited Mr. Roath and Mr. Stasiak to attend the meeting.

Councilman Fiedler announced the Choctaw Nation of Oklahoma's 2<sup>nd</sup> Annual Career Expo at the Southeast Expo Center on Tuesday, March 31, 2009. He expressed his appreciation to the Council for approving the zoning change.

Councilman Condit expressed his appreciation of Mr. Roath and the other City employees for their prompt response to requests.

Councilman Browne expressed his appreciation of Mr. Stasiak's work on West Cherokee. He stated that he had spoken with A-OK Railroad about the crossing on "D" Street and the crossing on "A" Street would be addressed in the future. He asked if it would be possible to have some of the bumps at the "A" Street crossing knocked down. He then asked Mr. Roath if he knew where the Wise Eyes program stood.

Mr. Roath commented that the group was meeting with Krebs and the Sheriff's' Department.

Mayor Priddle congratulated Mr. Stasiak on his first four (4) weeks at the City. He commented on the meeting about the possible 918 area code change. He stated that there would have to be a modification to the area code before the end of 2011. He stated that the Oklahoma Corporation Commission had not decided what it would do. He announced the "Shattered Dreams Program at the McAlester High School concerning the effects of alcoholism and drunk driving. He stated that Ryan's Run would be Saturday, April 4, 2009. Mayor Priddle announced the Great Oklahoma Trash Off on April 18th. He stated that he would like to have 500 people out on one day picking up trash. He then recognized and thanked the three (3) young people in the audience

that were in attendance. Their sponsor stated that they were with the Choctaw Nation Pittsburg County Youth Advisory Board.

Councilman Browne congratulated Mayor Priddle for receiving the F.D. Moon Education Award.

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 Vice-Mayor Garvin 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 7:44 P.M.

RECONVENE COUNCIL MEETING

The Regular Meeting was reconvened at 7:45 P.M.

ADJOURNMENT

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

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

Mayor Priddle declared the motion carried, and the meeting was adjourned at 7:46 P.M.

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

ATTEST:

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

Council Chambers  
Municipal Building  
March 31, 2009

The McAlester City Council met in special session on Tuesday, March 31, 2009, at 6:00 P.M. after proper notice and agenda was posted, March 27, 2009, at 1:51 P.M.

**CALL TO ORDER**

Mayor Priddle called the meeting to order.

Councilman Mason gave the invocation and led the Pledge of Allegiance.

**ROLL CALL**

Council Roll Call was as follows:

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

Absent: Buddy Garvin

Presiding: Kevin E. Priddle, Mayor

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

**PUBLIC HEARING**

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

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 Fiedler moved to open the Public Hearing to consider an ordinance to amend the FY 2008-2009 Budget to purchase a new ambulance, if approved. The motion was seconded by Councilman Browne. There was no discussion and the vote was taken as follows:

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

NAY: None

Mayor Priddle declared the motion carried and the Public Hearing was opened at 6:03 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 Condit moved to close the Public Hearing. The motion was seconded by Councilman Fiedler.

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

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

NAY: None

Mayor Priddle declared the motion carried and the Public Hearing was closed at 6:04 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.**  
*(Harold Stewart, Fire Chief)*

#### **ORDINANCE NO. 2317**

**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 Wilkinson moved to approve **ORDINANCE NO. 2317**, seconded by Councilman Browne.

Before the vote, Mr. Roath explained that this amendment was required to fund the lease/purchase of the ambulance if approved. He stated that should the lease/purchase not be approved, then an amendment reversing this would be presented to the Council at the next meeting.

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

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

NAY: None

Mayor Priddle declared the motion carried.

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

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

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

NAY: None

Mayor Priddle declared the motion carried.

2. **Consider, and act upon, awarding a bid to Midwest Vehicle Professionals, Inc., in the amount of \$98,750 for a 2008 Ford E450 Wheeled Coach 165" Modular, Bulkhead, Type III Ambulance. (Harold Stewart, Fire Chief)**

Councilman Condit moved to award a bid to Midwest Vehicle Professionals, Inc., in the amount of \$98,750 for a 2008 Ford E450 Wheeled Coach 165" Modular, Bulkhead, Type III Ambulance. The motion was seconded by Councilman Fiedler.

Before the vote, Chief Stewart explained that bid packets had been mailed out and the bid had been advertised but only one (1) bid had been submitted which was from Midwest Vehicle Professionals, Inc.

Councilman Mason expressed concern about the lack of interest in the bid invitations, one of the requirements of the bid and that the requests for financing were not made in writing.

There was a lengthy discussion between Councilman Mason, Chief Stewart, Mayor Priddle, Mr. Roath and the City Attorney concerning this particular bid, the bid process and the requirements in the bid specifications.

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

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

NAY: Councilman Mason

Mayor Priddle declared the motion carried.

3. **Consider, and act upon, authorizing the Mayor to enter into Lease Purchase Agreement with First National Bank & Trust Company of McAlester to fund the purchase of the ambulance for a term of five years at 4.75% interest per annum. (Harold Stewart, Fire Chief)**

Councilman Browne moved to authorize the Mayor to enter into Lease Purchase Agreement with First National Bank & Trust Company of McAlester to fund the purchase of the ambulance for a term of five years at 4.75% interest per annum. The motion was seconded by Councilman Fiedler.

Before the vote, Mr. Roath commented that the other financing proposal had an interest rate of 5.9%.

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

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

NAY: None

Mayor Priddle declared the motion carried.

**4. Discussion, and possible action, on review of certain City properties that might be declared surplus and disposed of in accordance with State and local laws and/or ordinances.** *(George Marcangeli, City Engineer/Public Works Director; David Medley, Utilities Director and Mel Priddy, Community Services Director)*

Councilman Mason moved to open the discussion and possible action for the review of certain City properties that might be declared surplus and disposed of in accordance with State and local laws and/or ordinances. The motion was seconded by Councilman Browne.

Before the vote, George Marcangeli reviewed a power point presentation with the Council stating that this was a preliminary step and there was more research to do regarding the various properties before they are ready to seek action from the Council.

There was a brief discussion among the Council regarding the properties and how long it might take to have information ready for the Council to act upon.

Mr. Roath commented that staff would need to meet with the City Attorney before coming back with a more extensive review for the Council.

Mayor Priddle commented that this item would not require action at this time and there was no further discussion.

**5. Discussion, and possible action, on the March 2008 Tank Inspection Report prepared by Utility Service Company, Inc.** *(David Medley, Utilities Director)*

Councilman Wilkinson moved to open the discussion and possible action on the March 2008 Tank Inspection Report prepared by Utility Service Company, Inc. The motion was seconded by Councilman Fiedler.

Before the vote, David Medley explained that this inspection included the five water storage tanks. He commented that these tanks ranged in age from ninety (90) years to ten (10) years and they did affect the quality of water for the City and surrounding water districts. He then introduced Steve Woodward.

Mr. Woodward reviewed a power point presentation with the Council explaining that he was only covering a few of the problems. He commented that all of the tanks had issues ranging from holes in the tops of the tanks to interior and exterior linings failing. During his presentation, Mr. Woodward commented that his company could repair and maintain all of the storage tanks that the City had and spread the cost over a longer period than one (1) year.

There was discussion among the Council, Mr. Woodward and Mr. Roath regarding these inspections, possible grants that might be available to help fund this service and a workshop to work on this matter and other matters that affect the City's water quality.

Mayor Priddle commented that this item would not require action at this time and there was no further discussion.

6. **Consider, and act upon, authorizing the Mayor to sign an Addendum to the 2008-2009 Contract with the McAlester Economic Development Service, Inc.** (*William J. Ervin, City Attorney*)

Councilman Condit moved to authorize the Mayor to sign an Addendum to the 2008-2009 Contract with the McAlester Economic Development Service, Inc. The motion was seconded by Councilman Browne.

Before the vote, Mayor Priddle commented that the date of the addendum needed to be changed to March instead of April.

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

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

Mayor Priddle declared the motion carried.

7. **Approval of Claim for McAlester Economic Development Service, Inc. in the amount of \$20,500.** (*Sherry Alessi, Assistant Chief Financial Officer*)

Councilman Fiedler moved to approve the claim for McAlester Economic Development Service, Inc. in the amount of \$20,500. The motion was seconded by Councilman Condit.

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

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

Mayor Priddle declared the motion carried.

8. **Consider, and act upon, rescheduling the Regular Meeting of the McAlester City Council from Tuesday, April 14, 2009 to Monday, April 13, 2009.** (*Mark B. Roath, City Manager*)

Councilman Fiedler moved to reschedule the Regular Meeting of the McAlester City Council from Tuesday, April 14, 2009 to Monday, April 13, 2009. The motion was seconded by Councilman Browne.

Before the vote, Mayor Priddle explained that April 14<sup>th</sup> was the celebration for the Choctaw Chief and several of the Council had indicated that they wished to attend. He added that he had planned on attending the celebration and he felt it would be good to change the meeting to allow everyone to attend.

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

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

NAY: None

Mayor Priddle declared the motion carried.

Councilman Condit moved to recess the Regular Meeting for an Executive Session to discuss the current status of the collective bargaining negotiations with the IAFF and FOP in accordance with Title 25, Sec. 307.B.2. The motion was seconded by Councilman Wilkinson.

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

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

NAY: None

Mayor Priddle declared the motion carried and the Regular Meeting was recessed at 7:46 P.M.

### **EXECUTIVE SESSION**

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

- **Section 307 (B) (2) - Discussion concerning current status of the collective bargaining negotiations with the IAFF and FOP.**

### **RECONVENE INTO OPEN SESSION**

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

Mayor Priddle asked for a motion to reconvene the Regular Meeting.

Councilman Fiedler moved to reconvene the Regular Meeting, seconded by Councilman Mason. There was no discussion and the vote was taken as follows:

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

NAY: None

Mayor Priddle declared the motion carried and the Regular Meeting was reconvened at 8:18 P.M.

Mayor Priddle stated that the Council had recessed the Regular Meeting for an Executive Session to discuss the current status of the collective bargaining negotiations with the IAFF and FOP in accordance with Title 25, Sec. 307.B.2. Only those matters were discussed and no action was taken.

**ADJOURNMENT**

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

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

NAY: None

Mayor Priddle declared the motion carried, and the meeting was adjourned at 8:19 P.M.

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

ATTEST:

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

**CLAIMS FROM MARCH 25, 2009  
THRU  
APRIL 13, 2009**

PACKET: 04251 CLAIMS 6/13/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00170	ADA PAPER CO.					
		I-231972	01 -5548316	REPAIRS & MAI CLEANING SUPPLIES	045540	165.52
		I-232482	01 -5548316	REPAIRS & MAI CLEANING SUPPLIES	045540	245.82
01-A00200	ADAMS TRUE VALUE					
		I-134615	01 -5542316	REPAIRS & MAI MISC SPRAYER PARTS, HOSES	045541	41.00
		I-134662	01 -5542316	REPAIRS & MAI MISC SPRAYER PARTS, HOSES	045541	11.85
		I-138213	01 -5542316	REPAIRS & MAI MISC SPRAYER PARTS, HOSES	045541	109.10
01-A00267	AIRGAS					
		I-106935632.	01 -5431202	OPERATING SUP RENTAL FEE/OXYGEN TANKS	045542	108.99
01-A00362	ALLEGIANCE COMMUNICATIO					
		I-MARCH 09	01 -5320202	OPERATING EXP ANNUAL CABLE SERVICE	045543	115.99
01-A00435	ALWAYS WELDING					
		I-08-24220	01 -5542316	REPAIRS & MAI REPAIR AXLE ON PARKS TRAI	045545	200.00
01-A00739	ASPEN PUBLISHERS					
		I-08-24323	01 -5653330	DUES & SUBSCR 2009 MANDATED BENEFITS	045547	280.00
01-A00751	ATWOODS					
		I-3239812	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	045549	32.95
		I-3241741	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	045549	49.98
		I-3241958	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	045549	36.30
		I-3242375	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	045549	64.07
		I-3242606	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	045549	31.10
		I-3243636	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	045549	24.93
		I-3248095	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	045549	77.52
		I-3248762	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	045549	96.67
		I-3250549	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	045549	67.96
		I-3250640	01 -5542316	REPAIRS & MAI MISC REPAIR & MAINTENANCE	045549	84.99
		I-3251130	01 -5542316	REPAIRS & MAI MISC REPAIR & MAINTENANCE	045549	76.92
		I-3252454	01 -5547203	REPAIRS & MAI MISC REPAIRS & MAINT	045549	98.87
		I-3255026	01 -5542316	REPAIRS & MAI MISC REPAIR & MAINTENANCE	045549	168.17
		I-3255701	01 -5542316	REPAIRS & MAI MISC REPAIR & MAINTENANCE	045549	115.45
01-A00770	AUTO PARTS CO					
		C-834518	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045550	152.92
		I-834401	01 -5431316	REPAIRS & MAI BLANKET PO/VEHICLE PARTS	045550	31.22
		I-836727	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045550	123.15
		I-836731	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045550	15.18
		I-836801	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045550	63.98
		I-836806	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045550	52.99
		I-836909	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045550	170.98
		I-836910	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045550	61.08
		I-836914	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045550	51.03
		I-836915	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045550	28.39
		I-836937	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045550	242.20

PACKET: 04251 CLAIMS 6/13/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00770	AUTO PARTS CO		continued			
	I-836954	01	-5862203	REPAIRS & MAI SMALL AUTO PARTS	045550	231.93
	I-836963	01	-5431316	REPAIRS & MAI BLANKET PO/VEHICLE PARTS	045550	50.98
	I-837054	01	-5431316	REPAIRS & MAI BLANKET PO/VEHICLE PARTS	045550	85.95
	I-837065	01	-5862203	REPAIRS & MAI SMALL AUTO PARTS	045551	107.80
	I-837070	01	-5862203	REPAIRS & MAI SMALL AUTO PARTS	045551	25.26
	I-837095	01	-5862203	REPAIRS & MAI SMALL AUTO PARTS	045551	19.80
	I-837111	01	-5862203	REPAIRS & MAI SMALL AUTO PARTS	045551	56.19
	I-837123	01	-5862203	REPAIRS & MAI SMALL AUTO PARTS	045551	94.83
	I-837136	01	-5862203	REPAIRS & MAI SMALL AUTO PARTS	045551	30.80
	I-837147	01	-5862203	REPAIRS & MAI SMALL AUTO PARTS	045551	160.06
	I-837150	01	-5862203	REPAIRS & MAI SMALL AUTO PARTS	045551	55.96
	I-837235	01	-5431316	REPAIRS & MAI BLANKET PO/VEHICLE PARTS	045551	14.74
01-B00150	BEALES GOODYEAR TIRES					
	I-MC-161499	01	-5542202	OPERATING SUP TIRES FOR PARKS TRAILER	045554	208.18
	I-MC-161739	01	-5862203	REPAIRS & MAI TIRES FOR POLICE CARS	045554	1,420.60
01-B00490	BRIGGS PRINTING					
	I-54771	01	-5652317	ADVERTISING & SIGN LICENSES	045556	37.00
	I-54772	01	-5652317	ADVERTISING & PLUMBING LICENSES	045556	37.00
	I-54826	01	-5652317	ADVERTISING & BUSINESS CARDS	045556	42.50
	I-R54378-2	01	-5652317	ADVERTISING & MECHANICAL LICENSE	045556	34.50
01-C00100	CLEET					
	I-08-24357	01	-5213336	FEES LAW ENFORCEMENT TRAINING	045558	4,767.12
01-C00161	CARDIAC SCIENCE CORP					
	I-1135074	01	-5653213	SAFETY SUPPLI REPL BATTERIES-TWO AED'S	045559	490.00
01-C00245	CATHEY & ASSOCIATES, L.					
	I-22491	01	-5548203	REPAIRS & MAI PARTS FOR DOOR & FRAME	045560	45.00
	I-22601	01	-5542202	OPERATING SUP REPAIR GARAGE DOOR	045560	85.00
01-C00430	CHIEF FIRE & SAFETY CO.					
	I-156424	01	-5431316	REPAIRS & MAI SUPPLIES	045561	205.98
	I-156851	01	-5431316	REPAIRS & MAI REP & MAINT ON VEHICLES	045561	90.00
01-C00489	UNITED FUEL & ENERGY/CL					
	I-1135268-IN	01	-5862205	PETROLEUM PRO OIL FOR SHOP	045562	3,171.45
	I-1136792	01	-5862205	PETROLEUM PRO ROTELLA T15 W/40 OIL	045562	1,278.20
	I-1136792	01	-5862205	PETROLEUM PRO ROTELLA T 15 W/40 OIL	045562	639.10
	I-1136792	01	-5862205	PETROLEUM PRO UNIV TRANS HYD OIL - SHOP	045562	973.50
01-C00530	CMI INC					
	I-738512	01	-5321202	OPERATING SUP 105 LITER DRY GAS CYLINDE	045563	95.00
	I-738512	01	-5321202	OPERATING SUP REUSABLE REGULATOR	045563	105.00
	I-738512	01	-5321202	OPERATING SUP HAZ MAT SHIPPING CHARGES	045563	25.00

PACKET: Q4251 CLAIMS 6/13/09  
 VENDOR SET: 01  
 FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00540	CNA WESTERN SURETY	I-08-24204	01 -5213330	DUES & SUBSCR NOTARY RENEWAL	045564	30.00
01-C00664	CONSTRUCTION INDUSTRIES	I-000777	01 -5652330	DUES & SUBSCR LICENSE RENEWAL	045565	35.00
01-C00840	CRAWFORD & ASSOCIATES	I-4120	01 -5215302	CONSULTANTS HOTEL/HOTEL TAX PROJECT	045567	135.00
		I-4121	01 -5215302	CONSULTANTS REV. POLICE PENSION CONTR	045567	270.00
01-C00847	CRYSTAL DATA	I-178726	01 -5321202	OPERATING SUP LASER JET INK CARTRIDGES	045568	186.00
		I-178726	01 -5321202	OPERATING SUP SHIPPING CHARGES	045568	5.98
01-D00051	DAVIDS CUSTOM EXHAUST &	I-2778	01 -5862203	REPAIRS & MAI 2 CONVERTERS/PD UNIT 59	045569	400.00
01-D00540	DOLESE BROTHERS	I-8-00309-09	01 -5865218	STREET RE-SUR CONCRETE TO POUR CANAL	045572	1,814.25
		I-8-00337-09	01 -5865218	STREET RE-SUR CONCRETE TO POUR CANAL	045572	1,764.75
		I-8-00379-09	01 -5865218	STREET RE-SUR CONCRETE TO POUR CANAL	045572	1,156.25
01-D00600	DONNA M. CREWS	I-08-24214	01 -5542308	CONTRACTED SE SCOREKEEPER FEES 20 GAMES	045573	160.00
01-D00650	DOUBLETREE HOTEL	I-41874	01 -5321324	SWAT LODGING/COMMANDER SCHOOL	045574	829.50
01-E00266	ERVIN & ERVIN ATTORNEYS	I-04/09 RETAINER	01 -5214302	CONSULTANTS/L RETAINER	045576	2,500.00
01-F00015	FLEETCOR TECHNOLOGIES	I-NP16759698	01 -5862205	PETROLEUM PRO FUEL FOR GEN. VEHICLES	045578	8,757.15
01-F00037	FASTENAL	I-OKMCA77810	01 -5548203	REPAIRS & MAI STORM SIREN SUPPLIES	045579	113.43
01-F00117	FIRE ENGINEERING MAGAZI	I-418976	01 -5431330	DUES & SUBSCR FIRE ENGINEERING SUBSCRIP	045580	21.00
01-F00170	FIRST NATIONAL BANK	I-APRIL 2009	01 -5865510	CAPITAL LEASE LEASE 121 ROAD GRADER	045581	3,092.82
01-G00010	G & C RENTAL CENTER, IN	I-8155	01 -5547203	REPAIRS & MAI EQUIP RENTAL OPEN GRAVES	045583	515.00
		I-8393	01 -5547203	REPAIRS & MAI EQUIP RENTAL OPEN GRAVES	045583	259.00
		I-8472	01 -5547203	REPAIRS & MAI EQUIP RENTAL OPEN GRAVES	045583	90.00
		I-8481	01 -5865218	STREET RE-SUR RENTAL OF STEEL ROLLER	045583	1,200.00
		I-8481B	01 -5865218	STREET RE-SUR STEEL ROLLER FOR 1 WEEK	045583	600.00

PACKET: 04251 CLAIMS 6/13/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-G00010	G & C RENTAL CENTER, IN		continued			
		I-8572	01 -5865218	STREET RE-SUR 1 MONTH RENTAL ON BOBCAT	045583	1,700.00
01-G00310	GIB'S TRANSMISSION, INC					
		I-1446	01 -5862203	REPAIRS & MAI REBUILD TRANSMISSION U4E	045586	1,900.00
01-G00490	GRISSOM IMPLEMENT INC					
		I-68197	01 -5862203	REPAIRS & MAI REPLACE LEFT DOOR-PK28	045587	693.30
01-H00180	HI LINE ELECTRIC					
		I-2051619	01 -5863203	REPAIR & MAIN ELECTRIC TERMINALS	045590	232.00
01-H00265	HUBERT PEARSON					
		I-380429	01 5215480	CONTINGENCY/A LABOR & MATERIAL-WALKWAYS	045591	2,180.00
01-I00061	IKON OFFICE SOLUTIONS,					
		I-5010900792	01 -5321308	CONTRACTED SE BASE CHG - COPIERS RICOH	045592	11.04
		I-5010900792	01 -5321308	CONTRACTED SE BASE CHARGE - CANON	045592	55.55
01-I00070	I P M A					
		I-24150917	01 -5653348	DRUG TESTING ADMINF FEE	045593	59.75
		I-24150917	01 -5653348	DRUG TESTING ENTRY FIRE TEST	045593	362.50
01-I00110	IMPRESS OFFICE SUPPLY					
		I-027465	01 -5431202	OPERATING SUP OFFICE SUPPLIES	045594	73.68
		I-027521	01 -5431202	OPERATING SUP OFFICE SUPPLIES	045594	24.99
		I-027541	01 -5431202	OPERATING SUP OFFICE SUPPLIES	045594	44.64
		I-027665	01 -5321202	OPERATING SUP BLANKET PO MISC: SUPPLIES	045594	31.54
		I-027688	01 -5321202	OPERATING SUP BLANKET PO MISC: SUPPLIES	045594	1.59
		I-027692	01 -5652202	OPERATING SUP MISC. OFFICE SUPPLIES	045594	19.72
		I-027709	01 -5431202	OPERATING SUP OFFICE SUPPLIES	045594	52.95
		I-027720	01 -5321202	OPERATING SUP BLANKET PO MISC: SUPPLIES	045594	15.45
		I-027736	01 -5321202	OPERATING SUP SUPPLIES	045594	108.32
		I-027752	01 -5321202	OPERATING SUP SUPPLIES	045594	7.53
		I-027753	01 -5321202	OPERATING SUP SUPPLIES	045594	63.96
		I-027776	01 -5321202	OPERATING SUP SUPPLIES	045595	19.98
		I-027781	01 -5211202	OPERATING SUP OFFICE SUPPLIES	045595	12.52
		I-27682	01 -5210202	OPERATING SUP BLANKET PO	045595	70.00
01-I00120	INCODE					
		I-75479	01 -5225202	OPERATING SUP ASA-5510 LICENSE RENEWAL	045596	650.00
		I-76,333	01 -5211202	OPERATING SUP W-2 & 1099 ELECTRONIC FIL	045596	900.00
01-I00140	INDIAN NATION WHOLESALE					
		C-CR822202	01 -5544202	OPERATING SUP OPEN INVENTORY FOR SBC	045597	7.92
		I-4862728	01 -5544202	OPERATING SUP OPEN INVENTORY FOR SBC	045597	1,126.32
		I-4865139	01 -5544202	OPERATING SUP OPEN INVENTORY FOR SBC	045597	134.02
01-I00195	INTEGRIS OCCUPATIONAL H					

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FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-I00195	INTEGRIS OCCUPATIONAL H	continued					
		I-2009-03745	01 -5431305	PHYSICALS PENSION BOARD PHYSICAL	045598	600.00	
01-J00110	JACKIE BRANNON CORR. CT						
		I-2160	01 -5542308	CONTRACTED SE MONTHLY FEE-INMATE CREW	045599	127.55	
01-J00338	JOB CONSTRUCTION CO INC						
		I-025643	01 -5865218	STREET RE-SUR ASPHALT TO PATCH STREETS	045600	1,970.43	
		I-025708	01 -5865218	STREET RE-SUR ASPHALT TO PATCH STREETS	045600	957.29	
		I-025709	01 -5865218	STREET RE-SUR ASPHALT TO PATCH STREETS	045600	544.49	
		I-025710	01 -5865218	STREET RE-SUR ASPHALT TO PATCH STREETS	045600	496.11	
		I-025711	01 -5865218	STREET RE-SUR ASPHALT TO PATCH STREETS	045600	762.71	
		I-025712	01 -5865218	STREET RE-SUR ASPHALT TO PATCH STREETS	045600	288.64	
		I-025726	01 -5865218	STREET RE-SUR ASPHALT FOR PATCHING	045600	7,869.54	
01-K00101	KEITH A. BARNES						
		I-08-24215	01 -5542308	CONTRACTED SE SCOREKEEPER FEES 3 GAMES	045601	24.00	
01-K00166	KEVIN HEAROD						
		I-08-24176	01 -5321331	EMPLOYEE TRAV RENEWAL; OK POLYGRAPH	045602	100.00	
01-K00190	KEYSTONE EQUIPMENT CO.						
		I-39121	01 -5862203	REPAIRS & MAI STARTER FOR CEM BACKHOE	045604	535.00	
01-K00220	KIAMICHI TECHNOLOGY CNT						
		I-1893	01 -5653331	EMPLOYEE TRAV SEMINAR	045605	79.00	
01-L00275	LEONARD & RINEER, P.C.						
		I-08-24321	01 -5214302	CONSULTANTS/L PROFESSIONAL SERVICES	045607	450.00	
01-L00428	LOWE'S CREDIT SERVICES						
		I-02403	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	045608	50.31	
		I-02969	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	045608	69.40	
		I-05443	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	045608	21.56	
		I-09947	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	045608	99.59	
		I-13233	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	045608	104.90	
		I-14795	01 -5542202	OPERATING SUP MISC OPERATING SUPPLIES	045608	19.96	
01-M00145	MARTINBIRD TREE FARM						
		I-3655	01 -5542220	DONATIONS EXP REPLACEMENT TREES	045609	965.00	
		I-3656	01 -5542220	DONATIONS EXP REPLACEMENT TREES	045609	707.65	
		I-3656	01 -5542319	MISCELLANEOUS REPLACEMENT TREES	045609	467.35	
01-M00340	MGM RESOURCES INC.						
		I-125A10109217	01 -5653348	DRUG TESTING FSA MONTHLY ADMIN FEE	045611	105.00	
01-M00460	MITCHAEAL D DISTRIBUTING						
		I-1746427	01 -5544202	OPERATING SUP ICE CREAM FOR SBC CONCESS	045612	145.90	

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-M00465	MILL CREEK CARPET & TIL	I-064633	01 -5548316	REPAIRS & MAI BASE-DOWNSTAIRS REMODEL	045613	114.75
01-M00480	MILLER GLASS	I-8245	01 -5862203	REPAIRS & MAI WINDSHIELD FOR GRADAL	045614	50.84
01-M00570	MOORE MEDICAL CORP.	I-95555521	01 -5431202	OPERATING SUP MEDICAL SUPPLIES	045615	123.02
		I 95579806	01 -5431202	OPERATING SUP MEDICAL SUPPLIES	045615	235.46
		I-95601423	01 -5431202	OPERATING SUP MEDICAL SUPPLIES	045615	119.95
		I-95608559	01 -5431202	OPERATING SUP MEDICAL SUPPLIES	045615	482.40
		I-95633537 RI	01 -5431202	OPERATING SUP MEDICAL SUPPLIES	045615	512.42
01-M00593	MOST DEPENDABLE FOUNTAI	I-14247	01 -5215480	CONTINGENCY/A HANDICAP DRINKING FOUNTAI	045616	1,880.00
		I-14247A	01 -5215480	CONTINGENCY/A FREIGHT FOR ADA FOUNTAIN	045616	200.00
01-M00680	MUNICIPAL CODE CORP.	I-108375	01 -5101319	MISCELLANEOUS CODE OF ORDINANCE SUPPLEM	045617	1,400.00
		I-108375	01 -5212317	ADVERTISING & CODE OF ORDINANCE SUPPLEM	045617	1,610.59
01-M00715	MUSKOGEE COMMUNICATIONS	I-112714	01 -5863203	REPAIR & MAIN SORT PHONE LINES	045618	680.00
01-MC0020	MC CLAIMS LUMBER CO.	I-001121369	01 -5865218	STREET RE-SUR FORMING MATERIAL FOR CANA	045619	980.00
01-MC0095	MCALESTER FENCE	I-001369	01 -5542316	REPAIRS & MAI REPAIR GATE @ MONROE COMP	045620	250.00
01-MC0140	MCALESTER PAINT & SUPPL	I-026488	01 -5543203	REPAIRS & MAI SEALER FOR CRACKS	045621	658.20
01-MC0169	MCALESTER REG HEALTH	I-CITY LAB 4/1/09	01 -5653348	DRUG TESTING NEW HIRE/SEASON DRUG TEST	045623	400.00
01-MC0200	MCALESTER SCOTTISH RITE	I-668999	01 -5545311	PARKING RENTA 6 MONTHS FEE FOR PARKING	045624	375.00
01-N00030	NAT'L. ASSOC. OF CHIEFS	I-08-24291	01 -5321202	OPERATING SUP YEARLY MEMBERSHIP (CHIEF)	045625	50.00
01-N00250	MCALESTER NEWS CAPITAL	I-01566017	01 -5652317	ADVERTISING & PUBLICATION	045626	31.35
		I-01566135	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	045626	14.20
		I-01566324	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	045626	12.30
		I-01566325	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	045626	24.03
		I-02562416	01 -5431202	OPERATING SUP AD FOR AMBULANCE BIDS	045626	44.26
		I-262	01 -5653317	ADVERTISING & EMPLOYMENT ADS	045626	71.20

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-N00250	MCLESTER NEWS CAPITAL	continued				
		I-277	01 -5653317	ADVERTISING & EMPLOYMENT ADS	045626	122.40
01-000060	OFFICE DEPOT, INC					
		I-459077817-001	01 -5210202	OPERATING SUP OFFICE SUPPLIES	045629	46.99
		I-460524099001	01 -5210202	OPERATING SUP 2 TONOR CARTRIDGES	045629	191.54
01-000075	O'REILLY AUTO PARTS					
		I-0230-126744	01 -5431316	REPAIRS & MAI BLANKET PO/AUTO PARTS	045630	3.47
		I-0230-128316	01 -5431316	REPAIRS & MAI BLANKET PO/AUTO PARTS	045630	58.92
		I-0230-128364	01 -5431316	REPAIRS & MAI BLANKET PO/AUTO PARTS	045630	17.94
		I-0230-129958	01 -5431316	REPAIRS & MAI BLANKET PO/AUTO PARTS	045630	103.33
		I-0230-135311	01 -5431316	REPAIRS & MAI BLANKET PO/AUTO PARTS	045630	7.49
		I-0230-136238	01 -5431316	REPAIRS & MAI BLANKET PO/AUTO PARTS	045630	4.29
		I-0230-136439	01 -5431316	REPAIRS & MAI BLANKET PO/AUTO PARTS	045630	5.58
		I-230-133366	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045630	200.10
		I-230-136262	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045630	15.19
01-000081	OAPT					
		I-08-24223	01 -5211330	DUES & SUBSCR MEMBERSHIP DUES	045631	25.00
		I-08-24261	01 -5211331	EMPLOYEE TRAV CASH HANDLING WORKSHOP	045631	90.00
		I-08-24261	01 -5211331	EMPLOYEE TRAV CASH HANDLING WORKSHOP	045631	100.00
01-000219	OKLAHOMA BUREAU OF NORC					
		I-08-24358	01 -5213336	FEES DRUG EDUCATION FEE	045633	90.00
01-000270	OKLA. DEPT.OF AGRICULTU					
		I-08-23635	01 -5542330	DUES & SUBSCR YEARLY NURSERY LICENSE	045634	38.00
01-000330	OKLA. SAFETY COUNCIL					
		I-4553164	01 -5653331	EMPLOYEE TRAV 2009 SAFETY/HEALTH CONFER	045636	275.00
		I-08-24200	01 -5653213	SAFETY SUPPLI ANNUAL MEMBERSHIP DUES	045636	270.00
01-000520	OIL-OK INDEPENDENT LIVI					
		I-APRIL 2009	01 -5215355	OIL-OK FOR IN MONTHLY AGREEMENT FEE	045638	2,000.00
01-000560	OMCCA					
		I-029860	01 -5213330	DUES & SUBSCR OMJA - JUDGE WORKSHOP	045640	150.00
01-000592	ORTIVJS					
		I-028335	01 -5431202	OPERATING SUP TEMP USER FEE	045641	200.00
		I-28205	01 -5431202	OPERATING SUP MONTHLY SERVICE FEE	045641	350.00
01-000595	OSBI					
		I-08-24368	01 -5213336	FEES AFIS - MARCH	045642	2,598.52
		I-08-24368	01 -5213336	FEES FORENSIC - MARCH	045642	2,512.75
01-000615	THE ATHERTON HOTEL @ OS					
		I-111038	01 -5212331	EMPLOYEE TRAV CLERK & TREASURES INSTITU	045643	533.60

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000615	THE ATHERTON HOTEL @ OS		continued			
		I-111039	01 -5211331	EMPLOYEE TRAV CLERK & TREASURES INSTITU	045643	483.60
01-P00042	PACIFIC TELEMANAGEMENT					
		I-104566	01 -5215315	TELEPHONE UTI PAY PHONE 3 STIPE CENTER	045644	75.00
01-P00078	PAM JOSLIN					
		I-236	01 -5865207	CLOTHING ALLO SHIRT ORDER - NEW HIRE	045645	285.00
01-P00210	PEPSI COLA					
		I-137360	01 -5544202	OPERATING SUP POP FOR OPENING INVENTORY	045646	480.00
01-P00250	PETTY CASH					
		I-08-24296	01 -5210331	EMPLOYEE TRAV LUNCHEON/PCD/PSO	045648	22.89
		I-08-24296	01 -5210331	EMPLOYEE TRAV BUS LUNCH-SAM MASSON	045648	13.22
		I-08-24296	01 -5211202	OPERATING SUP LEXAR FLASH DRIVE	045648	27.12
		I-08-24296	01 -5321202	OPERATING SUP STMT ANALYSIS TRAINING/PD	045648	43.50
		I-08-24296	01 -5431202	OPERATING SUP POSTAGE - MOORE MEDICAL	045648	13.65
		I-08-24296	01 -5431331	EMPLOYEE TRAV MEALS TULSA FIRE RECRUIT	045648	60.00
		I-08-24296	01 -5652202	OPERATING SUP EMPLOYEE SAVINGS BOND	045648	25.00
		I-08-24298	01 -5210331	EMPLOYEE TRAV BUS LUNCHEON-CHRIS FIDLER	045648	15.35
		I-08-24298	01 -5211331	EMPLOYEE TRAV OK MUN CLERK & TREAS-S AL	045648	111.23
		I-08-24298	01 -5212331	EMPLOYEE TRAV OK MUN CLERK INST-C MIDDLE	045648	335.05
		I-08-24298	01 -5225331	EMPLOYEE TRAV SWAT COM & DEV SCHOOL	045648	200.60
		I-08-24298	01 -5225331	EMPLOYEE TRAV SWAT SCHOOL - R PARKER	045648	173.86
		I-08-24298	01 -5321202	OPERATING SUP TRANSPROT TO NORMAN-PD	045648	22.46
		I-08-24298	01 -5321331	EMPLOYEE TRAV SWAT SCHOOL - D TALBOT	045648	172.35
		I-08-24298	01 -5321331	EMPLOYEE TRAV ONE WEK SCHOOL - POLICE	045648	140.16
		I-08-24298	01 -5431331	EMPLOYEE TRAV FIRE FIGHTER-STILLWATER M	045648	28.74
		I-08-24298	01 -5542331	EMPLOYEE TRAV LANDSCAPE MATERIAL SELECT	045648	39.94
		I-08-24298	01 -5542331	EMPLOYEE TRAV KILLER BEC SEMINAR	045648	34.91
01-P00296	PIONEER PRODUCTS					
		I-SI-48734	01 -5431203	REPAIRS & MAI TURNOUT GEAR CLEANER	045649	296.79
01-P00310	PITNEY BOWES					
		I-08-24203	01 -5215312	EQUIPMENT REN RENTAL EQUIPMENT	045650	2,160.00
01-P00413	POLICE NARCOTICS					
		I-0824300	01 -5321306	INFORMANTS INFORMANTS FEE NARCS	045490	1,400.00
01-P00510	PRO-KIL PEST CONTROL					
		I-50150	01 -5431202	OPERATING SUP PEST CONTROL-STATION #2	045651	96.00
		I-50226	01 -5431202	OPERATING SUP PEST CONTROL-STATION #3	045651	96.00
01-R00210	RED RIVER SPECIALIST, I					
		I-241688	01 -5547206	MAJOR CHEMICA HERBICIDE DYE	045653	676.20
		I-241689	01 -5542206	MAJOR CHEMICA HERBICIDES FOR PARKS	045653	1,206.25
		I-24230	01 -5542206	MAJOR CHEMICA HERBICIDE FOR PRE-EMERGE	045653	762.50

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-R00210	RED RIVER SPECIALIST, I		continued			
		I-242430	01 -5542206	MAJOR CHEMICA ADD. CAMPAIGN HERBICIDE	045653	1,907.10
		I-242673	01 -5547203	REPAIRS & MAI ATRAZENE FOR WEED CONTROL	045653	487.50
01-R00216	REED CENTER					
		I-102619	01 -5213331	EMPLOYEE TRAV JUDGES WORKSHOP - OMJA	045654	83.00
		I-116385	01 -5213331	EMPLOYEE TRAV SPRING WORKSHOP (2 NIGHTS	045654	166.00
		I-116385	01 -5213331	EMPLOYEE TRAV SPRING WORKSHOP (2 NIGHTS	045654	166.00
01-R00300	RICHARD RUSHING					
		I-08-24217	01 -5542308	CONTRACTED SE REFEREE FEES 18 GAMES	045656	360.00
01-R00360	RICKY S HACKLER					
		I-08-24218	01 -5542308	CONTRACTED SE REFEREE FEES 18 GAMES	045657	360.00
01-R00523	ROY J. ENGLEMAN					
		I-792529	01 -5547203	REPAIRS & MAI JACKHAMER WORK	045659	540.00
E1-S00013	SAF-T-GLOVE INC					
		I-535021	01 -5542202	OPERATING SUP SAFETY SUPPLIES	045660	165.50
01-S00060	SANDERS NURSERY					
		I-999999-0	01 -5215358	TREE BOARD/TR TREES FOR CITY PARKS	045661	2,000.00
		I-999999-0	01 -5542202	OPERATING SUP FREIGHT CHARGES	045661	80.00
		I-999999-1	01 -5542220	DONATIONS EXP TREES FOR PARKS	045661	667.00
		I-999999-0B	01 -5542220	DONATIONS EXP TREES FOR PARKS	045661	8.00
01-S00180	OK SECRETARY OF STATE-N					
		I-08-24128	01 -5431202	OPERATING SUP FILING FEE-NOTARY PUBLIC	045662	25.00
		I-08-24129	01 -5431202	OPERATING SUP BOND FILING FEE	045663	10.00
01-S00190	SECURITY SYS. & ENG. IN					
		I-24996	01 -5548203	REPAIRS & MAI LOCKS (SECURITY) FOR OFFI	045664	45.00
01-S00239	SHARON WEEKS					
		I-100	01 -5211202	OPERATING SUP CLERK/TICKET WRITTER AUCT	045668	500.00
01-S00243	SHAWN LEE MELTON					
		I-332344	01 -5215460	CONTINGENCY/A HANDRAILS @ LIBRARY	045669	400.00
01-S00247	SHESHUNOFF INFORMATION					
		I-466601	01 -5653330	DUES & SUBSCR ANNUAL SUBSCRIPTION RENEW	045670	418.95
01-S00350	SIGNS BY JADE					
		I-08-24173	01 -5321202	OPERATING SUP RELETTER & 911 UNIT 51	045671	280.00
		I-08-24173	01 -5321202	OPERATING SUP RELETTER UNITS 82, 81, 56	045671	105.00
01-S00386	SMITH KEY & HARDWARE					
		I-7852	01 -5548316	REPAIRS & MAI KEYS & PARTS FOR FACILITY	045673	1.75

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-S00386	SMITH KEY & HARDWARE			continued		
		I-8008	01 -5548316	REPAIRS & MAI KEYS & PARTS FOR FACILITI	045673	8.00
		I-8011	01 -5548316	REPAIRS & MAI KEYS & PARTS FOR FACILITI	045673	13.50
		I-8019	01 -5548316	REPAIRS & MAI KEYS & PARTS FOR FACILITI	045673	21.50
		I-8034	01 -5548316	REPAIRS & MAI KEYS & PARTS FOR FACILITI	045673	127.90
01-S00444	SOUTHEAST DESIGN					
		I-717340	01 -5542202	OPERATING SUP AWARDS - BASKETBALL LEAGU	045674	390.00
01-S00510	SOUTHERN SUPPLY & EQUIP					
		I-44774	01 -5431203	REPAIRS & MAI REPL CHAIN ON RESCUE SAW	045676	56.21
01-S00710	STANDARD MACHINE LLC					
		I-207626	01 -5542316	REPAIRS & MAI SPRAYER PARTS	045678	70.00
01-S00725	STAPLES CREDIT PLAN					
		I-83728	01 -5862203	REPAIRS & MAI OFFICE SUPPLIES	045679	299.79
		I-88767	01 -5865202	OPERATING SUP OFFICE SUPPLIES	045679	65.97
01-S00726	STAPLES BUSINESS ADVANT					
		I-3117292304	01 -5212202	OPERATING SUP MISC. OFFICE SUPPLIES	045680	126.73
		I-83621	01 -5431202	OPERATING SUP OFFICE SUPPLIES	045680	59.53
		I-89175	01 -5212202	OPERATING SUP MISC. OFFICE SUPPLIES	045680	49.14
		I-89668	01 -5320202	OPERATING EXP MISC SUPPLIES (DETECTIVES	045680	46.53
01-S00770	STATEWIDE COMMUNICATION					
		I-1447	01 -5431203	REPAIRS & MAI REPAIR RESCUE 1 RADIO	045681	95.00
01-S00791	STEIDLEY & NEAL, P.L.L.					
		I-10187	01 -5214302	CONSULTANTS/L CITY OF MCALESTER VS RAMS	045682	390.00
		I-10198	01 -5214302	CONSULTANTS/L DEFINED BENEFIT RET PLAN	045682	225.00
01-T00010	T. H. ROGERS LUMBER CO.					
		I-390662	01 -5548203	REPAIRS & MAI MAINTENANCE SUPPLIES	045684	128.35
01-T00222	THE WATERS CONSULTING G					
		I-0309-1043	01 -5211202	OPERATING SUP RECRUITER FOR CFO POSITIO	045687	169.40
		I-0325-3849	02 -5211308	CONTRACTED SE EXEC SEARCH FOR CFO	045687	4,440.00
01-T00458	TONYA M BARNES					
		I-08-24216	01 -5542308	CONTRACTED SE SCOREKEEPER FEES 13 GAMES	045688	104.00
01-T00537	TRAVIS, WOLFF & CO, LLP					
		I-9899021	01 -5215302	CONSULTANTS PLAN ADMINISTRATOR CHARGE	045689	875.00
01-U00070	ULTRA-CHEM, INC.					
		I-954136	01 -5548203	REPAIRS & MAI PENETRATING OIL	045691	280.84
01-W00040	WALMART COMMUNITY BRC					

PACKET: 04251 CLAIMS 6/13/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-W00040	WALMART COMMUNITY BRC		continued			
		C-CM 04778	01 -5653202	OPERATING SUP OFFICE INK & SUPPLIES	045695	19.88-
		I-00450	01 -5431202	OPERATING SUP CLEANING SUPPLIES	045695	143.32
		I-00473	01 -5320202	OPERATING EXP SUPPLIES	045695	59.44
		I-00632	01 -5431202	OPERATING SUP CLEANING SUPPLIES	045695	122.03
		I-02864	01 -5431202	OPERATING SUP CLEANING SUPPLIES	045695	101.58
		I-05988	01 -5431202	OPERATING SUP CLEANING SUPPLIES	045695	78.60
		I-07416	01 -5652202	OPERATING SUP DIGITAL CAMERA	045695	211.62
		I-07417	01 -5653202	OPERATING SUP OFFICE INK & SUPPLIES	045695	19.88
		I-08581.	01 -5653202	OPERATING SUP OFFICE INK & SUPPLIES	045695	27.76
		I-08825	01 -5542202	OPERATING SUP MISC OFFICE SUPPLIES	045696	118.31
		I-09570	01 -5542202	OPERATING SUP MISC OFFICE SUPPLIES	045696	15.00
01-W00195	WELDON PARTS INC.					
		C-237144-00	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045699	198.05-
		I-220406-00	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045699	539.89
		I-236508-00	01 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045699	207.55
01-W00270	WHITE ELECTRICAL SUPPLY					
		I-232900	01 -5542203	REPAIRS & MAI MISC ELECTRICAL SUPPLIES	045700	32.37
		I-233686	01 -5542203	REPAIRS & MAI MISC ELECTRICAL SUPPLIES	045700	16.18
		I-234406	01 -5545203	REPAIRS & MAI 48" FLOURESCENT BULBS	045700	199.50
		I-234406	01 -5545203	REPAIRS & MAI 24" U-BENT FLOURESCENT BU	045700	88.24
		I-234406	01 -5545203	REPAIRS & MAI LIGHT FIXTURE BALLASTS	045700	366.45
		I-234406	01 -5545203	REPAIRS & MAI 32W FLUORESCENT LAMP	045700	61.49
01-200010	ZEE MEDICAL INK					
		I-0021831114	01 -5212202	OPERATING SUP FIRST AIDE SUPPLIES	045702	48.70
				FUND 01 GENERAL FUND	TOTAL:	118,600.39

PACKET: 04251 CLAIMS 6/13/09

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00103	ACCURATE LABS & MINING					
		I-9C17008	02 -5974308	CONTRACTED SE STAGE 2 DRPR	045539	2,720.00
01-A00267	AIRGAS					
		I-106105237	02 -5973203	REPAIRS & MAI TORCH BOTTLES REFILLED	045542	237.69
01-A00665	APPLIED ENERGY CO					
		I-296453.001	02 -5973203	REPAIRS & MAI FLOWER FOR #2 BASIN	045546	2,427.00
01-A00745	ALFA- ASSOC FOR LANDFIL					
		I-7	02 -5864327	SUB TITLE D E 1ST QTR 2009 ESCROW DEPOS	045548	40,804.00
01-A00770	AUTO PARTS CO					
		I-837180	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045551	79.94
		I-837210	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045551	38.42
		I-837285	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045551	59.70
		I-837344	02 -5862205	PETROLEUM PRO OIL FOR TRASH COMPACTOR	045551	108.06
		I-837405	02 -5862203	REPAIRS & MAI FILTERS FOR TRASH COMPACT	045552	329.80
		I-837416	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045552	15.12
		I-837440	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045552	217.17
		I-837515	02 -5862205	PETROLEUM PRO OIL FOR TRASH COMPACTOR	045552	220.50
		I-837534	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045552	188.53
		I-837567	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045552	48.46
		I-837640	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045552	35.26
		I-837712	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045552	93.53
		I-837758	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045552	127.71
		I-837764	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045552	36.40
		I-837765	02 -5862205	PETROLEUM PRO OIL FOR TRASH COMPACTOR	045552	554.68
		I-837777	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045552	20.40
		I-837816	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045552	29.81
		I-837844	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045553	10.38
		I-837892	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045553	84.81
		I-838059	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045553	94.47
		I-838123	02 -5862203	REPAIRS & MAI SMALL AUTO PARTS	045553	29.07
01-B00150	BEALES GOODYEAR TIRES					
		I-MC-161625	02 -5862203	REPAIRS & MAI TIRES FOR SAN. TRUCKS	045554	2,041.86
01-B00491	BRENNTAG SOUTHWEST					
		I-BSW129679	02 -5974206	MAJOR CHEMICA 4 TANKS CHLORINE	045557	2,129.25
01-C00669	CONTINENTAL RESEARCH CO					
		I-310765-CRC-1	02 -5973203	REPAIRS & MAI DOUBLE 6 WEED KILLER	045566	458.83
01-D00322	DEPT. OF ENVIR. QUALITY					
		I-55300140	02 -5871329	DEQ FEES MS4 STORM WATER FEE	045571	683.00
01-E00265	ERMI ENVIRONMENTAL LABS					
		I-0901370	02 -5973304	LAB TESTING LAB TESTING	045575	125.00

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VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-E00265	ERMI ENVIRONMENTAL LABS	continued				
		I-0901409	02 -5973304	LAB TESTING LAB TESTING	045575	175.25
		I-0901714	02 -5973304	LAB TESTING LAB TESTING	045575	125.00
		I-0901715	02 -5973304	LAB TESTING LAB TESTING	045575	175.25
01-F00015	FLEETCOR TECHNOLOGIES					
		I-NP16759699	02 -5862205	PETROLEUM PRO FUEL FOR MPWA VEHICLES	045578	5,265.52
01-F00037	FASTENAL					
		I-OKMCA77567	02 -5862203	REPAIRS & MAI FLOOR DRY FOR SHOP	045579	228.00
01-G00010	G & C RENTAL CENTER, IN					
		I-8570	02 -5864312	EQUIPMENT REN RENTAL ON DOZER - FEB 09	045583	3,100.00
		I-8571	02 -5864312	EQUIPMENT REN RENT ON DOZER @ LANDFILL	045583	3,100.00
01-G00032	GE ANALYTICAL INSTRUMEN					
		I-CD970098433	02 -5974203	REPAIRS & MAI CARTRIDGES, UV LAMP, PUMP	045584	1,074.00
		I-CD970098433.	02 -5974203	REPAIRS & MAI FREIGHT ON INV CD97009843	045584	134.68
01-H00100	HAYNES EQUIPMENT, LLC					
		I-S4468-IN	02 -5864327	SUB TITLE D E ROTATING ASSEMBLY	045588	2,699.05
		I-S4486-IN	02 -5973203	REPAIRS & MAI CALIBRATE FLOW METERS	045588	615.80
01-H00144	HERON INSTRUMENTS INC					
		I-7195	02 -5864327	SUB TITLE D E WATER LEVEL INDICATOR	045589	565.00
01-I00110	IMPRESS OFFICE SUPPLY					
		I-027606	02 -5871202	OPERATING SUP INK FOR PRINTERS	045594	203.88
		I-027674	02 -5974317	ADVERTISING & 7000 COPIES NOV LETTER	045594	276.08
		I-027729	02 -5216202	OPERATING SUP OFFICE SUPPLIES	045594	115.02
01-N00341	NORTHERN EQUIP. CO.					
		I-#8	02 -5974401	CAPITAL OUTLA CHANGE ORDER #1	045627	73,899.31
01-N00347	MEHLBURGER BRAWLEY / NR					
		I-MC-07-03-12	02 -5974401	CAPITAL OUTLA ENHANCED COAGULATION	045628	2,265.28
01-O00075	O'REILLY AUTO PARTS					
		I-230-118617	02 -5862203	REPAIRS & MAI UTILITY MAINTENANCE	045630	30.59
		I-230-118883	02 -5862203	REPAIRS & MAI UTILITY MAINTENANCE	045630	30.59
		I-230-134447	02 -5862203	REPAIRS & MAI UTILITY MAINTENANCE	045630	12.34
		I-230-134768	02 -5862203	REPAIRS & MAI UTILITY MAINTENANCE	045630	14.77
01-O00081	OAPT					
		I-08-24261	02 -5216331	TRAVEL & TRAI CASH HANDLING WORKSHOP	045631	100.00
		I-08-24261	02 -5216331	TRAVEL & TRAI CASH HANDLING WORKSHOP	045631	100.00
01-O00171	OKLAHOMA TERRITORY CONS					
		I-11036	02 -5862203	REPAIRS & MAI REPAIR PARTS FOR TRACKHOE	045632	2,995.67

PACKET: 04251 CLAIMS 6/13/09

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000275	OKLA DEPT OF COMMERCE	I-APRIL 2009	02 -5267521	CDBG LOAN #89 CDBG-EDIF #8908 ECON. DEV	045635	1,145.83
01-000422	OTC - CENTRAL PROCESSIN	I-08-24339	02 -5267106	WORKMAN'S COM WORKERS COMP TAXES	045637	2,687.55
01-000528	OKLAHOMA WORKERS COMP C	I-08-24324	02 -5267106	WORKMAN'S COM ANNUAL APP FILING FEE	045639	500.00
01-P00078	PAM JOSLIN	I-237	02 -5975207	CLOTHING ALLO SHIRT ORDER - NEW HIRE	045645	146.00
01-P00250	PETTY CASH	I-08-24296	02 -5216202	OPERATING SUP CAR WASH-UO-1	045648	6.00
		I-08-24296	02 -5216202	OPERATING SUP CAR WASH-UO-3	045648	5.00
		I-08-24296	02 -5216331	TRAVEL & TRAI SPRAY BOTTLES-ATWOODS	045648	4.35
		I-08-24296	02 -5866202	OPERATING SUP KEYS FOR LANDFILL	045648	17.55
		I-08-24296	02 -5866202	OPERATING SUP CDL - ROY NICKLE	045648	76.50
		I-08-24298	02 -5216202	OPERATING SUP WASH TRUCK - UO-2	045648	5.00
01-R00090	RAM INC	I-11781	02 -5862205	PETROLEUM PRO DIESEL FOR LANDFILL	045652	2,720.81
		I-86897	02 -5862205	PETROLEUM PRO PROPANE FOR WATER PLANT	045652	81.00
01-R00217	R.D. FLANAGAN & ASSOC	I-2009-3-B	02 -5871302	CONSULTANTS (H HAZARD MITIGATION PROFESS	045655	2,814.75
01-R00390	RI-TECH IND. PRODUCTS	I-0060929	02 -5975202	OPERATING SUP HAND CLEANER & SANITIZER	045658	283.00
01-S00205	SEQUOYAH ENGINEERING, I	I-S9150302.2	02 -5973302	CONSULTANTS ( INDUSTRIAL PRETREATMENT	045665	2,788.50
		I-S9150309.1	02 -5973302	CONSULTANTS ( INDUSTRIAL PRETREATMENT	045665	3,961.00
		I-S9150309.3	02 -5974401	CAPITAL OUTLA PREPARE BID DOCUMENTS	045665	2,240.00
01-S00212	SERVICE & EQUIPMENT INT	I-2009-0302	02 -5973203	REPAIRS & MAI PARTS & LAB/COOLANT HOSES	045666	1,312.75
01-S00234	SHARE CORPORATION	I-698003	02 -5974206	MAJOR CHEMICA SOIL STERILIZER	045667	203.95
		I-698004	02 -5975202	OPERATING SUP FOAMING CLEANER	045667	240.00
01-S00351	SIGNATURE SCIENCE	I-24000961-05	02 -5974304	LAB TESTING CYPTOSPORIDIUM TEST	045672	368.00
		I-24000961-09	02 -5974304	LAB TESTING CYPTOSPORIDIUM TEST	045672	368.00
		I-24000961-10	02 -5974304	LAB TESTING CYPTOSPORIDIUM TEST	045672	368.00
01-S00510	SOUTHERN SUPPLY & EQUIP	I-45642	02 -5973203	REPAIRS & MAI MOWER BLADES	045676	140.00

PACKET: 04251 CLAIMS 6/13/09

VENDOR SET: 01

FUND : 02 MPWA

VENDOR NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-S00530 SOUTHWEST CHEMICAL SERV	I-85564	02 -5974206	MAJOR CHEMICAL TRUCK LOAD OF ALUM	045677	3,914.13
01-S00710 STANDARD MACHINE LLC	I-207318	02 -5862203	REPAIRS & MAI PARTS FOR ALL MPWA EQUIP	045678	111.54
01-S00976 SYSTEM SCALE/OKLA. SCAL	I-TU 0D06868	02 -5864203	REPAIRS & MAI INSPECT & CALIBRATE SCALE	045683	910.00
01-T00058 BIZTEL	I-3430	02 -5216202	OPERATING SUP MOVE PHONE LINES	045686	191.25
01-U00130 UNITED SAFETY & CLAIMS	I-08-24263	02 -5267106	WORKMAN'S COM WORKERS COMP	045692	9,984.27
	I-7421	02 -5267106	WORKMAN'S COM SERVICE FEE FOR APRIL 09	045693	1,175.00
01-V00045 VAUGHAN CONSTRUCTION	I-3/6/09	02 -5974203	REPAIRS & MAI WELDING ALUM. HANDRAILS	045694	300.00
01-W00072 WARREN CAT	I-10C845579	02 -5862203	REPAIRS & MAI PARTS FOR CAT LOADER	045697	188.60
01-W00130 WATER PRODUCTS	I-0750441-IN	02 -5975334	SEWER MAIN RE MANHOLE RING & LID	045698	245.00
01-W00299 WILKINS ENVIRONMENTAL	I-1802	02 -5973203	REPAIRS & MAI TOXICITY TESTING	045701	1,422.50
	I-1803	02 -5973203	REPAIRS & MAI TOXICITY TESTING	045701	1,422.50
01-Z00010 ZEE MEDICAL INK	I-0021792590	02 -5974203	REPAIRS & MAI SUPPLIES	045702	131.65
FUND 02 MPWA				TOTAL:	193,829.91

PACKET: 04251 CLAIMS 6/13/09

VENDOR SET: 01

FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-----						
C1-FGG17C	FIRST NATIONAL BANK					
		I-APRIL 2009	03 -5876511	FNB LOAN #119 LOAN#119817 AIRPORT AUTH	045581	2,510.00
				FUND 03 AIRPORT AUTHORITY	TOTAL:	2,510.00

PACKET: 04251 CLAIMS 6/13/09

VENDOR SET: 01

FUND : 08 NUTRITION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-000213	DEBBIE COMPTON					
		I-08-24311	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	045570	180.00
		I-08-24312	08 -5549308	CONTRACT SERV REIMB OF MILEAGE	045570	145.20
01-GC0220	KENNETH EUGENE CARR					
		I-08-24315	08 -5549308	CONTRACT SERV REIMB OF MILEAGE	045585	165.00
01-KDC186	KENNETH BAKER					
		I-08-24313	08 -5549308	CONTRACT SERV REIMB OF MILEAGE	045603	132.00
		I-08-24314	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	045603	180.00
			FUND 08 NUTRITION		TOTAL:	802.20

PACKET: 04251 CLAIMS 6/13/09

VENDOR SFT: 01

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

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-T00036	TBS ELECTRONICS, INC					
		I-00054640	14 -5321451	POLICE EQUIPM VEHICLE RADIOS	045685	6,747.00
			FUND	14 C.O.P.S./GRANT	TOTAL:	6,747.00

PACKET: 04251 CLAIMS 6/13/09

VENDOR SET: 01

FUND : 16 REVOLVING EVIDENCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-ED0326	EVIDENT CRIME SCENE PRO					
	I-46527A	16	-5323202	OPERATING SUP BIOHAZARD LABELS	045577	36.00
	I-46527A	16	-5323202	OPERATING SUP RED W/EVIDENCE TAPE	045577	72.00
	I-46527A	16	-5323202	OPERATING SUP SHIPPING & HANDLING	045577	14.00
01-S00445	PACKAGING SOLUTIONS, LL					
	I-10780	16	-5323202	OPERATING SUP SACKS - 20 LB	045675	70.00
	I-10780	16	-5323202	OPERATING SUP 18 X 18 X 16 BOXES	045675	237.30
			FUND	16 REVOLVING EVIDENCE	TOTAL:	429.30

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VENDOR SET: 01  
FUND : 26 EDUCATIONAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-FC0301	FRINK CHAMBERS SCHOOL	I-08-24222	26 -5211626	TRANSFER - PU 1/2 EXCESS TAX 1ST QTR	045582	322.54
01-K00282	KREBS PUBLIC SCHOOL	I-08-24221	26 -5211626	TRANSFER - PU 1/2 EXCESS TAX 1ST QTR	045606	20.14
01-MC0145	MCALISTER PUBLIC SCHOOL	I-08-24280	26 -5211626	TRANSFER - PU 1/2 EXCESS TAX 1ST QTR	045622	56,724.43
			FUND 26	EDUCATIONAL FUND	TOTAL:	57,067.11

PACKET: 04251 CLAIMS 6/13/09

VENDOR SET: 01

FUND : 28 SE EXPO CTR/TOURISM FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00192	BEN E. KEITH	I-00830625	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	045555	690.49
01-J00110	JACKIE BRANNON CORR. CT	I-F169	28 -5654308	CONTRACT SERV INMATE LABOR FEB 2009	045599	138.71
01-P00510	PRO-KIL PEST CONTROL	I-50153	28 -5654316	REPAIRS & MAI PEST CONTROL	045651	365.00
01-S00710	STANDARD MACHINE LLC	I-207657	28 -5654316	REPAIRS & MAI MATERIAL TO BUILD PLATFOR	045678	489.50
01-T00540	TREATS SOLUTIONS INC	I-002170A	28 -5654203	REPAIR & MAIN JANITORIAL SUPPLIES	045690	42.30
		I-003418	28 -5654203	REPAIR & MAIN JANITORIAL SUPPLIES	045690	748.88
		I-003885	28 -5654203	REPAIR & MAIN JANITORIAL SUPPLIES	045690	49.00
01-W00040	WALMART COMMUNITY BRC	I-017984	28 -5654202	OPERATING SUP AV COMPONENTS & ADDING MAC	045695	61.77
		I-020228	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	045695	70.34
		I-021710	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	045695	51.16
		I-023739	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	045695	14.76
		I-025683	28 -5654202	OPERATING SUP AV COMPONENTS & ADDING MAC	045695	19.96
			FUND 28	SE EXPO CTR/TOURISM FUND TOTAL:		2,741.87

PACKET: 04251 CLAIMS 6/13/09

VENDOR SET: 01

FUND : 30 ECONOMIC DEVELOPMENT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00367	ALLIED APPRAISAL GROUP,	I-09000184	30 -5211319	MISCELLANEOUS APPRAISAL FEE	045544	600.00
01-M00270	MEDS	I-APRIL 2009	30 -5211360	MC ECONOMIC D MONTHLY EXPENSE CONTRACT	045610	12,500.00
01-000275	OKLA DEPT OF COMMERCE	I-APRIL 2009	30 -5211510	CDBG / EDIF D CDBG-EDIF CONT. #12248 ED	045635	282.50
					FUND 30 ECONOMIC DEVELOPMENT TOTAL:	13,382.50

PACKET: 04251 CLAIMS 6/13/09

VENDOR SET: 01

FUND : 41 CIP FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00219	PEREZ BROS CONSTRUCTION	I-1975	41 -5215401	CAPITAL PROJE INSTALL CARPET,BASE, TILE	045647	2,224.00
			FUND	41 CIP FUND	TOTAL:	2,224.00
REPORT GRAND TOTAL:						398,334.28

\*\* 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 -5101319	MISCELLANEOUS	1,400.00	3,000	236.56		
	01 -5210202	OPERATING SUPPLIES	308.53	5,500	518.70		
	01 -5210331	EMPLOYEE TRAVEL & TRAININ	51.46	3,000	1,792.58		
	01 -5211202	OPERATING SUPPLIES	1,609.04	6,050	70.64		
	01 -5211308	CONTRACTED SERVICES	4,440.00	3,500	2,955.20	-	Y
	01 -5211330	DUES & SUBSCRIPTIONS	25.00	1,500	1,027.00		
	01 -5211331	EMPLOYEE TRAVEL & TRAININ	784.83	5,000	1,670.18		
	01 -5212202	OPERATING SUPPLIES	224.57	2,351	283.47		
	01 -5212317	ADVERTISING & PRINTING	1,661.09	5,000	542.87		
	01 -5212331	EMPLOYEE TRAVEL & TRAININ	868.65	2,581	9.65	-	Y
	01 -5213330	DUES & SUBSCRIPTIONS	180.00	800	30.00		
	01 -5213331	EMPLOYEE TRAVEL & TRAINING	415.00	2,000	521.45		
	01 -5213336	FEES	9,968.39	118,000	29,769.08		
	01 -5214302	CONSULTANTS/LABOR RELATION	3,565.00	119,965	31,948.79		
	01 -5215302	CONSULTANTS	1,280.00	40,000	844.41		
	01 -5215312	EQUIPMENT RENTALS	2,160.00	50,806	16,053.67		
	01 -5215315	TELEPHONE UTILITY	75.00	71,628	27,184.94		
	01 -5215355	OIL-OK FOR INDEPENDENT LIV	2,000.00	24,000	0.00		
	01 -5215358	TREE BOARD/TREES	2,000.00	2,000	0.00		
	01 -5215480	CONTINGENCY/ADA COMPLIANCE	4,660.00	46,445	4,093.60		
	01 -5225202	OPERATING SUPPLIES	650.00	4,000	933.01		
	01 -5225331	EMPLOYEE TRAVEL & TRAINING	374.46	2,000	1,625.54		
	01 -5320202	OPERATING EXPENSE	221.96	5,000	1,278.83		
	01 -5321202	OPERATING SUPPLIES	1,166.31	15,000	5,509.07		
	01 -5321306	INFORMANTS	1,400.00	3,160	257.12		
	01 -5321308	CONTRACTED SERVICES	66.59	20,683	11,505.58		
	01 -5321324	SWAT	829.50	10,000	4,157.36		
	01 -5321331	EMPLOYEE TRAVEL & TRAININ	412.51	12,000	3,795.66		
	01 -5431202	OPERATING SUPPLIES	3,118.47	27,000	1,586.96		
	01 -5431203	REPAIRS & MAINT SUPPLIES	448.00	18,000	12,444.96		
	01 -5431305	PHYSICALS	600.00	13,100	20.00		
	01 -5431316	REPAIRS & MAINTENANCE	679.89	16,000	955.68		
	01 -5431330	DUES & SUBSCRIPTIONS	21.00	13,000	5,808.12		
	01 -5431331	EMPLOYEE TRAVEL & TRAININ	88.74	12,000	947.55		
	01 -5542202	OPERATING SUPPLIES	1,427.71	48,000	26,850.65		
	01 -5542203	REPAIRS & MAINT SUPPLIES	530.03	26,000	1,334.52		
	01 -5542206	MAJOR CHEMICALS	3,875.85	24,000	15,651.15		
	01 -5542220	DONATIONS EXPENSE	2,347.65	75,000	68,977.54		
	01 -5542308	CONTRACTED SERVICES	1,135.55	25,000	6,666.86		
	01 -5542316	REPAIRS & MAINTENANCE	1,127.48	20,000	3,299.60		
	01 -5542319	MISCELLANEOUS	467.35	22,000	11,873.47		
	01 -5542330	DUES & SUBSCRIPTIONS	38.00	600	97.05		
	01 -5542331	EMPLOYEE TRAVEL & TRAININ	74.85	2,500	1,102.34		
	01 -5543203	REPAIRS & MAINT SUPPLIES	658.20	16,000	12,708.45		
	01 -5544202	OPERATING SUPPLIES	1,878.32	8,000	351.00		

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM =====		=====GROUP BUDGET =====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
01	-5545203	REPAIRS & MAINT SUPPLIES	715.68	8,000	6,066.74		
01	-5545311	PARKING RENTAL	375.00	4,500	0.00		
01	-5547203	REPAIRS & MAINT SUPPLIES	1,990.37	10,000	266.78		
01	-5547206	MAJOR CHEMICALS	676.20	2,300	161.70		
01	-5548203	REPAIRS & MAINTENANCE SUPP	612.62	40,000	3,458.22		
01	-5548316	REPAIRS & MAINTENANCE	698.74	16,000	6,231.12		
01	-5652202	OPERATING SUPPLIES	256.34	5,200	325.80		
01	-5652317	ADVERTISING & PRINTING	182.35	3,000	2,318.20		
01	-5652330	DUES & SUBSCRIPTIONS	35.00	3,000	2,501.20		
01	-5653202	OPERATING SUPPLIES	27.76	2,500	645.04		
01	-5653213	SAFETY SUPPLIES	760.00	8,500	4,251.70		
01	-5653317	ADVERTISING & PRINTING	193.60	4,000	516.21		
01	-5653330	DUES & SUBSCRIPTIONS	698.95	1,026	0.11-	Y	
01	-5653331	EMPLOYEE TRAVEL & TRAININ	354.00	1,474	1,120.00		
01	-5653348	DRUG TESTING & MISC. FEES	927.25	8,000	3,090.00		
01	-5862203	REPAIRS & MAINT SUPPLIES	7,502.90	194,670	30,235.75		
01	-5862205	PETROLEUM PRODUCTS	14,819.40	411,000	145,382.45		
01	-5863203	REPAIR & MAINT SUPPLIES	912.00	37,800	26,191.39		
01	-5865202	OPERATING SUPPLIES	65.97	3,000	443.35		
01	-5865207	CLOTHING ALLOWANCE	285.00	3,500	52.05		
01	-5865218	STREET RE-SURFACING	22,104.46	197,500	21,361.52		
01	-5865510	CAPITAL LEASE	3,091.82	37,101	0.00		
02	-5216202	OPERATING SUPPLIES	322.27	16,385	2,282.66		
02	-5216331	TRAVEL & TRAINING	204.35	1,500	1,233.66		
02	-5267106	WORKMAN'S COMP	14,346.82	222,467	3,148.44		
02	-5267521	CDBG LOAN #8908	1,145.83	13,750	0.04		
02	-5862203	REPAIRS & MAINT SUPPLIES	7,192.94	239,000	26,899.46		
02	-5862205	PETROLEUM PRODUCTS	8,950.57	200,000	62,236.84		
02	-5864203	REPAIRS & MAINT SUPPLIES	910.00	36,500	4,416.04		
02	-5864312	EQUIPMENT RENTALS	6,200.00	96,500	22,250.00		
02	-5864327	SUB TITLE D EXPENSE	44,068.05	300,000	148,953.85		
02	-5866202	OPERATING SUPPLIES	94.05	2,000	52.30-	Y	
02	-5871202	OPERATING SUPPLIES	203.88	5,488	756.11		
02	-5871302	CONSULTANTS(HMP & SW PHASE	2,814.75	80,000	24,848.02		
02	-5871329	DEQ FEES	683.00	683	0.00		
02	-5973203	REPAIRS & MAINT SUPPLIES	8,037.07	57,500	6,495.72		
02	-5973302	CONSULTANTS (IND. PRETREAT	6,749.50	35,000	18,059.25		
02	-5973304	LAB TESTING	600.50	20,000	243.60		
02	-5974203	REPAIRS & MAINT SUPPLIES	1,640.33	40,000	13,992.25		
02	-5974206	MAJOR CHEMICALS	6,247.33	350,000	46,008.49		
02	-5974304	LAB TESTING	1,104.00	31,000	965.38		
02	-5974308	CONTRACTED SERVICES	2,720.00	55,000	2,770.09		
02	-5974317	ADVERTISING & PRINTING	276.08	4,000	2,523.06		
02	-5974401	CAPITAL OUTLAY	78,404.59	1,006,785	161,022.88		
02	-5975202	OPERATING SUPPLIES	523.00	30,000	0.00		

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

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
02	-5975207	CLOTHING ALLOWANCE	146.00	2,750	229.58		
02	-5975334	SEWER MAIN REPAIR	245.00	10,000	5,520.00		
03	-5876511	FNB LOAN #119817 PAYMENTS	2,510.00	30,120	0.00		
08	-5549308	CONTRACT SERVICES	802.20	13,530	1,206.28		
14	-5321451	POLICE EQUIPMENT	6,747.00	13,500	303.00		
16	-5323202	OPERATING SUPPLIES	429.30	60,167	38,694.64		
26	-5211626	TRANSFER - PUBLIC SCHOOLS	57,067.11	213,708	1,810.57	Y	
28	-5654202	OPERATING SUPPLIES	81.73	7,726	1,555.29		
28	-5654203	REPAIR & MAINT SUPPLIES	840.18	16,000	3,713.42		
28	-5654210	CONCESSION SUPPLIES	826.75	25,200	1,627.29		
28	-5654308	CONTRACT SERVICES	138.71	3,000	1,563.83		
28	-5654316	REPAIRS & MAINTENANCE	854.50	12,000	8,878.31		
30	-5211319	MISCELLANEOUS	600.00	59,500	24,404.78		
30	-5211360	MC ECONOMIC DEVELOPMENT	12,500.00	170,500	0.00		
30	-5211510	CDBG / EDIF DURALINE LOAN	282.50	3,390	0.00		
41	-5215401	CAPITAL PROJECTS	2,224.00	37,500	7,216.06		
** 2008-2009 YEAR TOTALS **			398,334.28				

NO ERRORS

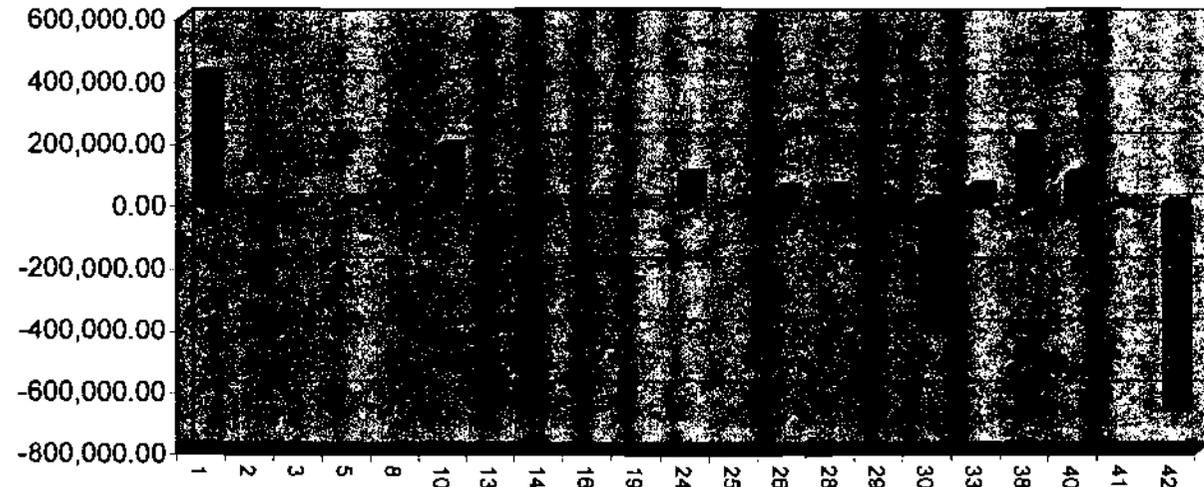
\*\* END OF REPORT \*\*

## Revenue Recap Through February 28th, 2009

Month: 8

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	1,172,957.95	-15,206.43	9,922,102.84	9,505,315.00	416,787.84
2	MPWA	9,369,528.89	780,794.07	924,978.22	144,184.15	6,248,960.71	6,248,352.59	2,608.12
3	Airport Authority	217,196.19	18,099.68	41,648.33	23,548.65	139,752.36	144,797.46	-5,045.10
5	Parking Authority	4,560.00	380.00	2,740.00	2,360.00	5,410.00	3,040.00	2,370.00
8	Nutrition	254,317.18	21,193.10	20,000.00	-1,193.10	163,007.23	169,544.79	-6,537.56
10	Wellness Center	549,824.00	45,818.67	0.00	-45,818.67	549,823.57	366,549.33	183,274.24
13	Juvenile Fine/Reserve	7,784.00	648.67	723.00	74.33	10,252.00	5,189.33	5,062.67
14	COPS /Grant	13,500.00	1,125.00	0.00	-1,125.00	10,825.00	9,000.00	1,825.00
16	Revolving Evidence	10,525.00	877.08	14.78	-862.30	1,198.78	7,016.67	-5,817.89
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	44,191.00	14,510.17	328,362.00	237,446.67	90,915.33
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	92,390.87	4,832.92	746,751.33	700,462.00	46,289.33
28	SE EXPO Ctr/Tourism	738,050.00	61,504.17	51,601.10	-9,903.07	540,042.12	492,033.33	48,008.79
29	E-911	798,000.00	66,500.00	51,687.82	-14,812.38	474,831.32	532,000.00	-57,168.68
30	Economic Development	1,899,193.00	158,266.08	92,482.17	-65,783.91	854,087.12	1,266,128.67	-412,041.55
33	CDBG Grants Fund	159,000.00	13,250.00	0.00	-13,250.00	159,000.00	106,000.00	53,000.00
38	Dedicated Sales Tax-M	4,102,106.00	341,842.17	388,222.16	26,379.99	2,953,063.16	2,734,737.33	218,325.83
40	Emergency Fund	237,736.36	19,811.36	17,988.51	-1,822.85	249,299.21	158,490.91	90,808.30
41	CIP Fund	5,000.00	416.67	6.65	-410.02	1,864.54	3,333.33	-1,468.79
42	Dept of Treas/Equitable	1,000,000.00	83,333.33	0.00	-83,333.33	0.00	666,666.67	-666,666.67
<b>Total:</b>		<b>35,031,156.12</b>	<b>2,919,263.01</b>	<b>2,881,632.16</b>	<b>-37,630.85</b>	<b>23,358,633.29</b>	<b>23,354,104.08</b>	<b>4,529.21</b>

### YTD Budget Variance Through February 28th, 2009

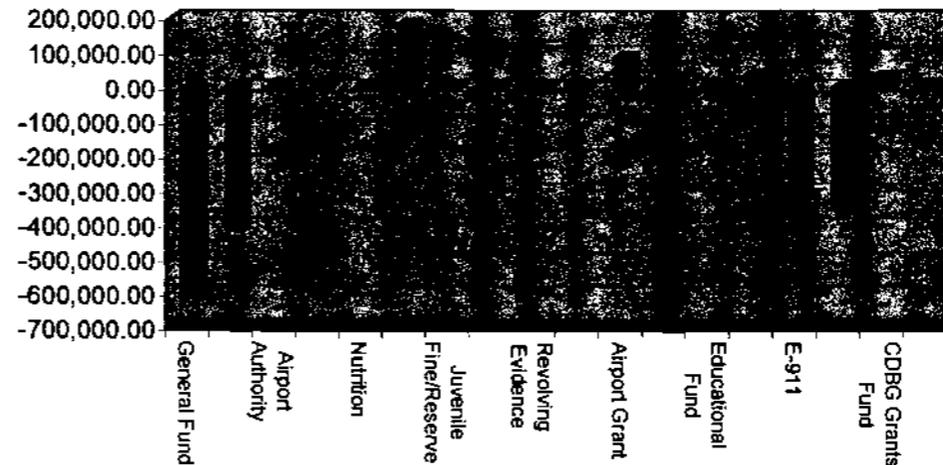


## Expense Recap Through February 28th, 2009

Month: 8

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	1,128,477.88	-55,300.27	8,856,584.80	9,470,225.21	-613,640.41
2	MPWA	9,297,136.97	774,761.41	787,734.16	12,972.75	5,784,551.41	6,198,091.31	-413,539.90
3	Airport Authority	217,296.07	18,108.01	20,746.10	2,638.09	156,052.92	144,884.05	11,168.87
5	Parking Authority	4,560.00	380.00	255.31	-124.69	1,499.95	3,040.00	-1,540.05
8	Nutrition	254,316.68	21,183.06	18,308.42	-2,884.84	160,983.80	169,544.45	-8,560.65
10	Wellness Center	549,824.00	45,818.67	0.00	-45,818.67	549,823.57	386,549.33	183,274.24
13	Juvenile Fine/Reserve	7,784.00	648.67	575.24	-73.43	3,784.57	5,189.33	-1,404.76
14	COPS /Grant	13,500.00	1,125.00	6,000.00	4,875.00	6,000.00	9,000.00	-3,000.00
16	Revolving Evidence	95,165.00	7,830.42	0.00	-7,830.42	46,041.06	63,443.33	-17,402.27
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	32,833.56	3,152.73	326,086.00	237,446.67	88,639.33
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	108,163.08	36,206.04	588,436.71	575,656.33	12,780.38
28	SE EXPO Ctr/Tourism	835,401.65	69,618.80	34,936.01	-34,680.79	594,671.31	556,934.43	37,736.88
29	E-911	794,980.13	66,248.34	22,514.39	-43,733.95	206,860.17	529,986.75	-323,126.58
30	Economic Development	1,557,083.44	129,756.95	85,637.29	-44,119.68	691,691.01	1,036,055.63	-346,364.62
33	CDBG Grants Fund	159,000.00	13,250.00	0.00	-13,250.00	140,520.46	106,000.00	34,520.46
38	Dedicated Sales Tax-M	3,179,558.50	264,963.21	279,432.90	14,469.69	2,132,158.12	2,119,705.67	12,452.45
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	40.17	-3,084.83	28,059.94	25,000.00	3,059.94
42	Dept. of Treas/Equitab	342,000.00	28,500.00	0.00	-28,500.00	0.00	228,000.00	-228,000.00
<b>Total:</b>		<b>32,770,098.76</b>	<b>2,730,841.66</b>	<b>2,525,654.51</b>	<b>-205,187.05</b>	<b>20,273,805.80</b>	<b>21,846,732.61</b>	<b>-1,572,926.71</b>

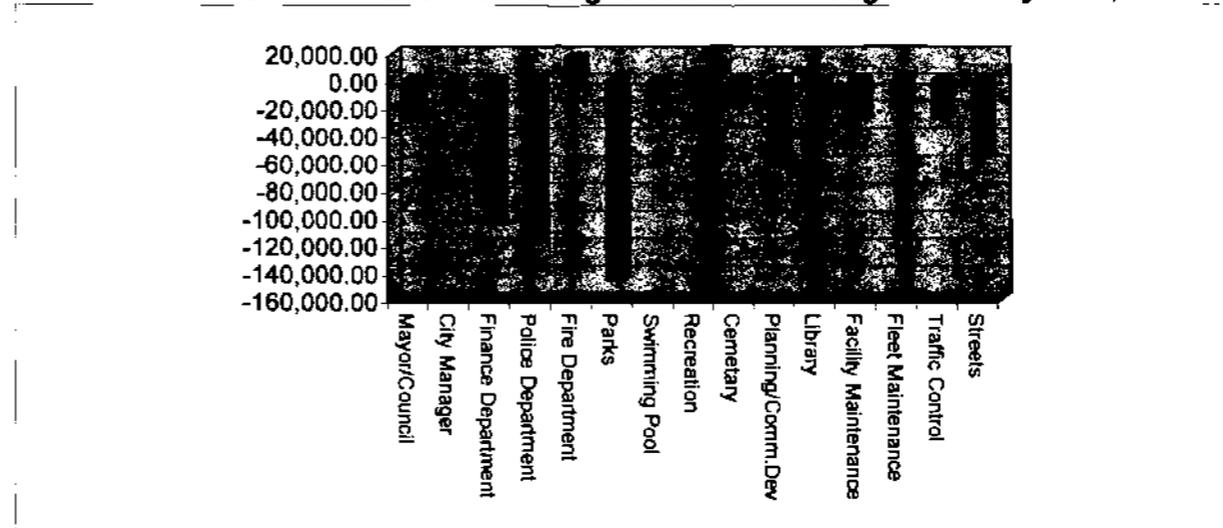
### YTD Budget Variance Through February 28th, 2009



## General Fund Expense Recap Through February 28th, 2009

Month:	8							YTD	
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	14,996.80	-9,971.25	169,687.08	199,744.37	-30,057.29	
Admin	City Manager	314,272.39	26,189.37	24,115.58	-2,073.79	197,265.60	209,514.93	-12,249.33	
Admin	Finance Department	2,703,523.44	225,293.62	259,287.32	33,993.70	1,697,601.62	1,802,348.96	-104,747.34	
Police	Police Department	3,672,256.75	306,021.40	298,995.10	-7,026.30	2,330,527.25	2,448,171.17	-117,643.92	
Fire	Fire Department	2,978,480.27	248,208.69	231,597.29	-16,609.40	2,002,808.42	1,985,653.51	17,154.91	
Comm.Serv.	Parks	947,440.13	78,953.34	53,794.94	-25,158.40	486,569.50	631,626.75	-145,057.25	
Comm.Serv.	Swimming Pool	153,716.75	12,809.73	301.49	-12,508.24	86,268.53	102,477.83	-16,209.30	
Comm.Serv.	Recreation	147,607.63	12,300.64	13,228.65	928.01	105,080.98	98,405.09	6,675.89	
Comm.Serv.	Cemetery	307,521.62	25,626.60	24,736.08	71,551.08	188,883.95	205,014.41	-16,130.46	
Plan Comm.Dev	Planning/Comm.Dev	382,917.60	31,909.80	16,460.23	-15,449.57	197,658.48	255,278.40	-57,619.92	
Public Works	Library	54,498.39	4,541.53	5,297.37	755.84	30,533.93	36,332.26	-5,798.33	
Public Works	Facility Maintenance	227,797.37	18,983.11	15,570.64	-3,412.47	123,840.95	151,864.91	-28,023.96	
Public Works	Fleet Maintenance	998,867.09	83,238.92	83,203.91	-35.01	646,117.68	665,911.39	-19,793.71	
Public Works	Traffic Control	205,669.79	17,138.15	15,905.68	-1,233.47	109,658.78	137,113.19	-27,454.41	
Public Works	Streets	811,152.04	67,596.00	70,986.80	3,390.80	484,082.05	540,768.03	-56,685.98	
<b>Total:</b>		<b>14,205,337.82</b>	<b>1,183,778.16</b>	<b>1,128,477.88</b>	<b>17,141.61</b>	<b>8,856,584.80</b>	<b>9,470,225.21</b>	<b>-613,640.41</b>	

**General Fund YTD Budget Variance Through February 28th, 2009**

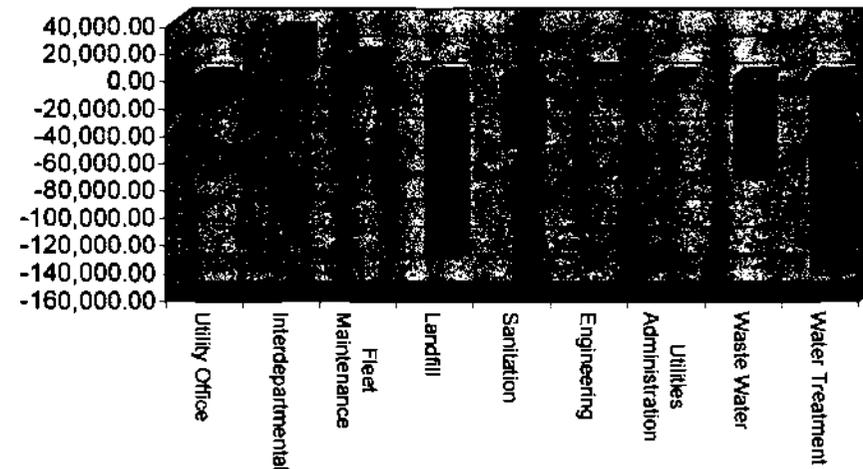


### MPWA Fund Expense Recap Through February 28th, 2009

Month: 8

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	33,549.31	3,207.78	223,205.92	242,732.22	-19,526.30
Administrative	Interdepartmental	3,272,136.50	272,678.04	247,854.64	-24,823.40	2,214,925.33	2,181,424.33	33,501.00
Public Works	Fleet Maintenance	439,000.00	36,583.33	51,245.02	14,661.69	307,559.05	292,666.67	14,892.38
Public Works	Landfill	611,630.13	50,969.18	27,849.70	-23,119.48	274,462.28	407,753.42	-133,291.14
Public Works	Sanitation	658,906.03	54,908.84	45,953.11	-8,955.73	387,608.80	439,270.69	-51,661.89
Engineering	Engineering	466,612.49	38,884.37	25,513.72	-13,370.65	314,261.99	311,074.99	3,187.00
Utilities	Utilities Administration	128,499.22	10,708.27	10,955.05	246.78	82,845.24	85,666.15	-2,820.91
Utilities	Waste Water	786,393.90	85,532.83	62,566.11	-2,966.72	449,503.80	524,262.60	-74,758.80
Utilities	Water Treatment	1,939,905.82	161,658.82	240,377.38	78,718.56	1,149,309.78	1,293,270.55	-143,960.77
Utilities	Utility Maintenance	629,954.55	52,496.21	41,870.12	-10,626.09	380,869.22	419,969.70	-39,100.48
<b>Total:</b>		<b>9,297,136.97</b>	<b>774,761.41</b>	<b>787,734.16</b>	<b>12,972.75</b>	<b>5,784,551.41</b>	<b>6,198,091.31</b>	<b>-413,539.90</b>

**MPWA YTD Budget Variance Through February 28th, 2009**



CITY OF HCALESTER  
REVENUE SUMMARY  
AS OF: FEBRUARY 28TH, 2009

REVENUES

ACCOUNT	ANNUAL BUDGET	CURRENTY% PERIOD	Y-T-D ACTUAL	PERC. BUDGET	BUDGET BALANCE	Y-T-D ENCLNS.	ENCUMB. BALANCE
<b>01 -GENERAL FUND</b>							
TAXES	9,989,348.00	857,177.70	7,056,009.27	70.66	2,931,339.73	0.00	2,931,339.72
LICENSES AND PERMITS	110,515.00	1,388.00	69,825.00	63.18	40,690.00	0.00	40,690.00
GRANTS	24,000.00	3,999.94	3,999.94	16.67	20,000.06	0.00	20,000.06
CHARGES FOR SERVICES	995,404.00	29,234.03	661,458.50	66.45	333,945.50	0.00	333,945.50
FINES AND FORFEITURES	623,008.00	97,110.00	561,359.95	90.11	61,648.05	0.00	61,648.05
MISCELLANEOUS	422,526.00	9,116.61	171,997.15	40.71	250,528.85	0.00	250,528.85
TRANSFERS	2,093,179.50	174,431.67	1,395,453.03	66.67	697,726.47	0.00	697,726.47
TOTAL 01 -GENERAL FUND	14,257,972.50	1,172,957.95	9,922,102.84	69.59	4,335,869.66	0.00	4,335,869.66
<b>02 -MPWA</b>							
GRANTS	95,478.00	0.00	105,168.89	109.92	( 9,451.99)	0.00	( 9,451.99)
CHARGES FOR SERVICES	6,261,065.00	336,914.70	5,555,478.27	67.25	2,705,586.73	0.00	2,705,586.73
MISCELLANEOUS	6,000.00	101.17	147.76	2.46	5,852.24	0.00	5,852.24
TRANSFERS	1,006,785.59	588,164.69	588,164.69	59.42	418,620.90	0.00	418,620.90
TOTAL 02 -MPWA	9,369,328.59	924,978.22	6,248,960.71	66.69	3,120,568.18	0.00	3,120,568.18
<b>03 -AIRPORT AUTHORITY</b>							
CHARGES FOR SERVICES	154,960.00	7,513.33	94,617.36	61.06	60,342.64	0.00	60,342.64
MISCELLANEOUS	1,200.19	0.00	0.00	0.00	1,200.19	0.00	1,200.19
TRANSFERS	61,036.00	34,135.00	45,135.00	73.95	15,901.00	0.00	15,901.00
TOTAL 03 -AIRPORT AUTHORITY	217,196.19	41,648.33	139,752.36	64.34	77,443.83	0.00	77,443.83
<b>05 -PARKING AUTHORITY</b>							
CHARGES FOR SERVICES	4,560.00	2,740.00	5,410.00	118.64	850.00	0.00	850.00
TOTAL 05 -PARKING AUTHORITY	4,560.00	2,740.00	5,410.00	118.64	850.00	0.00	850.00
<b>08 -NUTRITION</b>							
GRANTS	74,272.00	0.00	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	180,045.18	20,800.00	118,298.00	65.68	61,747.18	0.00	61,747.18
TOTAL 08 -NUTRITION	254,317.18	20,800.00	163,047.23	64.10	91,269.95	0.00	91,269.95
<b>10 -WELLNESS CENTER</b>							
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
<b>13 -JUVENILE FINE/RESERVE</b>							
FINES AND FORFEITURES	7,784.00	723.00	10,292.00	131.71	( 2,468.00)	0.00	( 2,468.00)
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	7,784.00	723.00	10,292.00	131.71	( 2,468.00)	0.00	( 2,468.00)

CITY OF HCALESTER  
REVENUE SUMMARY  
AS OF: FEBRUARY 28TH, 2009

REVENUES

ACCOUNT	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	PERC. BUDGET	BUDGET BALANCE	Y-T-D ENCUMB.	ENCUMB. BALANCE
14 -C.O.P.S./GRANT							
GRANTS	13,500.00	0.00	10,825.00	80.19	2,675.00	0.00	2,675.00
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 -C.O.P.S./GRANT	13,500.00	0.00	10,825.00	80.19	2,675.00	0.00	2,675.00
16 -REVOLVING EVIDENCE							
FINES AND FORFEITURES	10,000.00	0.00	1,049.50	10.50	8,950.50	0.00	8,950.50
MISCELLANEOUS	525.00	14.78	149.28	28.43	375.72	0.00	375.72
TOTAL 16 -REVOLVING EVIDENCE	10,525.00	14.78	1,198.78	11.39	9,326.22	0.00	9,326.22
24 -AIRPORT GRANT							
GRANTS	337,746.00	31,191.00	309,939.00	91.77	27,809.00	0.00	27,809.00
MISCELLANEOUS	13,000.00	13,000.00	13,000.00	100.00	0.00	0.00	0.00
TRANSFERS	5,424.00	0.00	5,424.00	100.00	0.00	0.00	0.00
TOTAL 24 -AIRPORT GRANT	356,170.00	44,191.00	328,363.00	92.19	27,809.00	0.00	27,809.00
26 -EDUCATIONAL FUND							
TAXES	1,014,193.00	92,055.54	736,617.78	70.54	307,575.22	0.00	307,575.22
MISCELLANEOUS	6,500.00	339.13	10,233.56	155.90	3,633.56	0.00	3,633.56
TOTAL 26 -EDUCATIONAL FUND	1,050,693.00	92,394.67	746,851.33	71.07	303,941.67	0.00	303,941.67
28 -SE EXPO CTR/TOURISM FUND							
TAXES	600,000.00	45,811.10	450,119.89	75.02	149,880.11	0.00	149,880.11
CHARGES FOR SERVICES	137,050.00	6,790.00	88,911.00	65.19	48,139.02	0.00	48,139.02
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 FUND	737,050.00	52,601.10	540,042.12	73.17	198,007.88	0.00	198,007.88
29 -E-911							
TAXES	796,000.00	51,687.62	474,831.32	59.59	323,168.68	0.00	323,168.68
TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 29 -E-911	796,000.00	51,687.62	474,831.32	59.59	323,168.68	0.00	323,168.68
30 -ECONOMIC DEVELOPMENT							
TAXES	1,017,193.00	92,055.54	736,617.78	72.42	280,575.22	0.00	280,575.22
MISCELLANEOUS	102,000.00	426.63	117,469.34	68.54	64,530.66	0.00	64,530.66
TRANSFERS	700,000.00	0.00	0.00	0.00	700,000.00	0.00	700,000.00
TOTAL 30 -ECONOMIC DEVELOPMENT	1,819,193.00	92,482.17	854,087.12	44.97	1,045,105.88	0.00	1,045,105.88
33 -CDBG GRANTS FUND							
GRANTS	79,500.00	0.00	79,500.00	100.00	0.00	0.00	0.00
TRANSFERS	79,500.00	0.00	79,500.00	100.00	0.00	0.00	0.00
TOTAL 33 -CDBG GRANTS FUND	159,000.00	0.00	159,000.00	100.00	0.00	0.00	0.00

CITY OF WCALESSTER  
REVENUE SUMMARY  
AS OF: FEBRUARY 28TH, 2009

## REVENUES

ACCOUNT	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	PERC. BUDGET	BUDGET BALANCE	Y-T-D ENCLMB.	ENCLMB. BALANCE
38 -DEDICATED SALES TAX-NEW							
TAXES	4,089,106.00	368,222.16	2,946,471.19	72.06	1,142,634.81	0.00	1,142,634.81
MISCELLANEOUS	13,000.00	0.00	6,591.97	50.71	6,408.03	0.00	6,408.03
TOTAL 38 -DEDICATED SALES TAX-NEW	4,102,106.00	368,222.16	2,953,063.16	71.99	1,149,042.84	0.00	1,149,042.84
40 -EMERGENCY FUND							
MISCELLANEOUS	36,532.36	1,799.34	47,555.63	131.91	( 11,503.27)	0.00	( 11,503.27)
TRANSFERS	201,684.00	16,189.17	201,743.58	100.03	( 59.58)	0.00	( 59.58)
TOTAL 40 -EMERGENCY FUND	237,736.36	17,988.51	249,299.21	104.86	( 11,562.85)	0.00	( 11,562.85)
41 -CIP FUND							
MISCELLANEOUS	5,000.00	6.65	1,864.54	37.29	3,135.46	0.00	3,135.46
TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 41 -CIP FUND	5,000.00	6.65	1,864.54	37.29	3,135.46	0.00	3,135.46
42 -DEPT. OF TREAS/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 TREAS/EQUITABLE	1,000,000.00	0.00	0.00	0.00	1,000,000.00	0.00	1,000,000.00
GRAND TOTAL REVENUES	35,091,166.12	2,881,832.16	23,358,633.29	68.68	11,872,522.83	0.00	11,872,522.83

CITY OF MCALISTER  
REVENUE SUMMARY  
AS OF: FEBRUARY 28TH, 2009

REVENUES-ALL FUNDS PROOF

ACCOUNT	ANNUAL BUDGET	CURRENTY PERIOD	Y-T-D ACTUAL	PERC. BUDGET	BUDGET BALANCE	Y-T-D ENCUMB.	ENCUMB. BALANCE
01 -GENERAL FUND	14,257,972.50	1,172,957.95	9,922,102.84	69.59	4,335,869.66	0.00	4,235,869.66
02 -MFA	3,169,528.89	924,978.22	6,248,960.71	66.69	3,120,568.18	0.00	3,120,568.18
03 -AIRPORT AUTHORITY	217,196.19	41,648.33	139,752.76	64.34	77,443.93	0.00	77,443.93
05 -PARKING AUTHORITY	4,540.00	2,740.00	5,410.00	118.64	850.00	0.00	850.00
06 -NUTRITION	254,317.18	20,000.00	167,007.23	64.10	91,309.95	0.00	91,309.95
10 -WELLNESS CENTER	549,924.00	0.00	549,823.97	100.00	0.43	0.00	0.43
13 -JUVENILE FINE/RESERVE	7,784.00	723.00	16,252.00	132.71	2,468.00	0.00	2,468.00
14 -C.O.P.S./GRANT	13,500.00	0.00	10,825.00	80.19	2,675.00	0.00	2,675.00
16 -REVOLVING EVIDENCE	10,525.00	14.78	1,198.78	11.39	9,326.22	0.00	9,326.22
24 -AIRPORT GRANT	356,170.00	44,191.00	328,362.00	92.19	27,808.00	0.00	27,808.00
26 -EDUCATIONAL FUND	1,050,693.00	92,190.67	746,751.33	71.07	303,941.67	0.00	303,941.67
28 -SE EXPO CTR/TOURISM F	738,050.00	51,801.16	540,042.12	73.17	198,007.88	0.00	198,007.88
29 -E-911	798,000.00	51,867.62	474,831.32	59.50	323,168.68	0.00	323,168.68
30 -ECONOMIC DEVELOPMENT	1,889,193.00	92,482.17	854,087.12	44.97	1,045,105.88	0.00	1,045,105.88
33 -CDBG GRANTS FUND	159,008.00	0.00	159,000.00	100.00	0.00	0.00	0.00
34 -DEDICATED SALES TAX-M	4,102,106.00	368,222.16	2,953,063.16	71.99	1,149,042.84	0.00	1,149,042.84
40 -EMERGENCY FUND	237,736.36	17,988.81	249,299.21	104.86	11,562.85	0.00	11,562.85
41 -CIP FUND	5,000.00	6.65	1,864.54	37.29	3,135.46	0.00	3,135.46
42 -DEPT. OF TREA/EQUITAB	1,000,000.00	0.00	0.00	0.00	1,000,000.00	0.00	1,000,000.00
<b>GRAND TOTAL REVENUES</b>	<b>35,031,146.12</b>	<b>2,881,632.16</b>	<b>23,358,833.29</b>	<b>68.68</b>	<b>11,672,522.83</b>	<b>0.00</b>	<b>11,672,522.83</b>

CITY OF HCALESTER  
DEPARTMENT EXPENSE SUMMARY  
AS OF: FEBRUARY 28TH, 2009

ACCOUNT	ANNUAL BUDGET	CURRENTY PERIOD	Y-T-D ACTUAL	PERC. BUDGET	BUDGET BALANCE	Y-T-D ENCUMB.	ENCUMB. BALANCE
<b>01-GENERAL FUND</b>							
<b>LEGISLATIVE DEPARTMENT</b>							
MAYOR/COUNCIL	46,871.13	708.72	26,261.02	56.03	20,610.11	0.00	20,610.11
CITY CLERK	72,050.43	5,812.26	46,037.69	63.89	26,017.75	902.19	23,115.56
LEGAL	189,695.00	6,475.83	97,193.36	51.90	83,301.62	0.00	83,301.62
TOTAL LEGISLATIVE DEPARTMENT	299,616.56	14,996.80	169,691.07	56.63	129,929.48	902.19	129,027.29
<b>CITY MANAGER</b>							
CITY MANAGER	183,946.04	15,626.27	118,146.19	64.23	65,799.85	212.64	65,587.21
PERSONNEL	139,338.35	8,489.31	79,119.41	60.71	61,904.94	2,518.73	48,689.21
TOTAL CITY MANAGER	314,272.39	24,115.58	197,265.60	62.77	117,004.79	2,731.37	114,275.42
<b>FINANCE DEPARTMENT</b>							
FINANCE	219,267.88	8,812.56	88,968.96	40.11	150,299.62	1,481.76	148,816.86
MUNICIPAL COURT	876,278.91	82,029.15	151,492.49	17.19	124,787.42	476.10	124,311.32
INTERDEPARTMENTAL	2,031,341.18	211,940.15	1,390,798.78	68.47	640,542.40	39,268.70	601,273.70
INFORMATION TECHNOLOGY	176,633.77	16,703.46	86,342.39	48.88	90,291.38	1,926.01	88,365.37
TOTAL FINANCE DEPARTMENT	2,703,629.44	259,295.32	1,697,602.62	62.79	1,005,921.82	43,242.57	962,679.25
<b>POLICE DEPARTMENT</b>							
CID	816,435.37	59,634.95	536,391.32	65.71	274,044.05	1,078.04	272,966.01
PATROL	2,612,071.36	221,059.05	1,641,916.29	62.83	969,995.07	8,178.80	958,924.27
ANIMAL CONTROL	36,617.62	7,018.68	57,309.31	155.94	38,308.31	0.00	38,308.31
COMMUNICATIONS	153,132.40	11,272.50	94,896.35	61.94	60,236.05	0.00	60,236.05
TOTAL POLICE DEPARTMENT	3,628,266.75	299,985.18	2,330,523.27	65.46	1,341,729.50	10,240.84	1,331,488.66
<b>FIRE DEPARTMENT</b>							
FIRE DEPARTMENT	2,978,480.27	231,597.29	2,002,808.42	67.24	975,671.85	7,378.29	968,293.56
TOTAL FIRE DEPARTMENT	2,978,480.27	231,597.29	2,002,808.42	67.24	975,671.85	7,378.29	968,293.56
<b>COMMUNITY SERVICES DEPARTMENT</b>							
PARKS	947,440.13	53,794.94	486,569.50	51.36	460,670.59	14,384.14	446,286.45
SWIMMING POOL	183,716.76	301.49	86,289.52	46.97	67,427.24	100.00	67,327.24
RECREATION	147,607.63	13,228.65	105,060.98	71.19	42,546.65	160.00	42,386.65
CEMETARY	307,821.62	24,736.08	188,883.95	61.42	118,937.67	1,395.00	117,542.67
TOTAL COMMUNITY SERVICES DEPARTMENT	1,586,586.14	92,061.16	866,803.95	53.70	689,634.15	15,999.14	673,634.01
<b>PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT</b>							
CODES	382,917.60	16,460.23	197,658.48	51.62	185,259.12	1,831.34	183,427.78
TOTAL PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT	382,917.60	16,460.23	197,658.48	51.62	185,259.12	1,831.34	183,427.78
<b>PUBLIC WORKS DEPARTMENT</b>							
LIBRARY	54,498.39	5,297.37	30,531.93	56.83	23,966.46	1,500.00	22,466.46
FACILITY MAINTENANCE	237,797.37	15,570.64	123,840.95	52.53	103,956.42	6,787.61	97,168.81
FLEET MAINTENANCE	998,667.89	83,283.91	646,117.68	64.69	352,749.41	12,133.29	340,616.12
TRAFFIC CONTROL	203,869.79	15,985.68	109,658.78	53.82	96,011.01	2,463.80	93,547.21
STREETS	811,152.04	70,986.80	484,062.05	59.68	327,089.99	54,585.99	272,504.00
TOTAL PUBLIC WORKS DEPARTMENT	2,297,984.68	180,964.40	1,394,230.99	60.67	903,751.29	75,978.39	827,772.90

CITY OF MCALISTER  
DEPARTMENT EXPENSE SUMMARY  
AS OF: FEBRUARY 28TH, 2009

ACCOUNT	ANNUAL BUDGET	CURRENTY PERIOD	Y-T-D ACTUAL	PERC. BUDGET	BUDGET BALANCE	Y-T-D ENCUMB.	ENCUMB. BALANCE
TOTAL 01-GENERAL FUND	14,205,337.82	1,128,477.88	8,896,384.80	62.35	5,348,753.02	158,196.04	5,190,556.88
<b>02-MPWA</b>							
<b>FINANCE DEPARTMENT</b>							
UTILITY OFFICE	364,058.33	33,549.31	223,205.92	61.30	140,892.41	120.21	140,772.20
INTERDEPARTMENTAL	3,272,136.50	247,834.64	2,214,925.33	67.69	1,057,211.17	3,437.49	1,053,773.68
TOTAL FINANCE DEPARTMENT	3,636,234.83	281,403.95	2,438,131.25	67.05	1,198,103.58	3,557.70	1,194,545.88
<b>PUBLIC WORKS DEPARTMENT</b>							
FLEET MAINTENANCE	439,000.00	91,245.02	307,559.05	70.06	131,440.95	26,230.69	105,210.26
LANDFILL	611,630.13	27,849.70	274,462.28	44.87	337,167.85	16,340.47	320,827.38
SANITATION	658,908.03	45,953.11	387,508.80	58.83	271,297.23	586.00	270,701.23
TOTAL PUBLIC WORKS DEPARTMENT	1,709,538.16	125,047.83	969,530.13	56.72	739,906.03	43,167.16	696,738.67
<b>ENGINEERING DEPARTMENT</b>							
ENGINEERING	466,612.49	25,513.72	314,261.99	67.35	152,350.50	54,877.66	97,472.84
TOTAL ENGINEERING DEPARTMENT	466,612.49	25,513.72	314,261.99	67.35	152,350.50	54,877.66	97,472.84
<b>UTILITIES DEPARTMENT</b>							
UTILITIES ADMIN DEPT	128,499.22	10,955.05	82,845.24	64.47	45,653.98	200.00	45,453.98
WASTE WATER	786,393.90	82,566.11	449,503.80	57.16	336,890.10	53,200.80	283,689.30
WATER TREATMENT	1,939,905.82	240,377.36	1,149,309.78	59.25	790,596.04	310,057.57	480,538.47
UTILITY MAINTENANCE	622,954.35	41,870.12	380,869.22	60.46	242,085.13	12,704.00	236,381.13
TOTAL UTILITIES DEPARTMENT	3,488,753.49	355,768.64	2,062,528.04	59.19	1,422,225.45	376,162.47	1,046,062.98
TOTAL 02-MPWA	9,297,138.97	787,734.16	5,784,551.41	62.22	3,512,985.56	477,164.99	3,034,820.57
<b>OTHER FUNDS</b>							
03 -AIRPORT AUTHORITY	217,286.07	20,744.10	156,038.92	71.82	61,243.15	13,353.00	47,890.15
05 -PARKING AUTHORITY	4,580.00	256.31	1,499.98	32.89	3,080.02	0.00	3,080.02
08 -NUTRITION	284,316.68	18,308.42	160,983.80	63.30	93,332.88	602.75	92,730.13
10 -WELLNESS CENTER	549,824.00	0.00	549,823.57	100.00	0.43	0.00	0.43
13 -JUVENILE FINE/RESERVE	7,784.60	575.24	3,784.57	48.62	1,999.43	0.00	3,999.43
14 -C.O. P.S./GRANT	13,500.00	6,000.00	6,800.00	44.44	7,500.00	7,099.00	401.00
16 -REVOLVING EVIDENCE	95,166.00	0.00	46,041.06	48.38	49,123.94	0.00	49,123.94
24 -AIRPORT GRANT	356,170.00	32,833.56	326,086.00	91.55	30,084.00	0.00	30,084.00
26 -EDUCATIONAL FUND	863,484.90	108,163.08	588,436.71	68.15	275,047.79	0.00	275,047.79
28 -SE EXPO CTR/TOURISM F	835,401.65	34,936.01	596,671.31	71.19	240,730.34	7,343.19	233,387.15
29 -E-911	794,980.13	22,514.19	206,860.17	26.02	588,119.96	0.00	588,119.96
30 -ECONOMIC DEVELOPMENT	1,557,083.44	85,537.29	891,691.01	44.42	665,392.43	50,847.50	614,544.93
33 -CDBG GRANTS FUND	159,000.00	0.00	140,520.46	88.38	18,479.54	0.00	18,479.54
38 -DEDICATED SALES TAX-R	3,179,558.50	279,432.90	2,132,158.12	67.06	1,047,400.38	0.00	1,047,400.38
40 -EMERGENCY FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41 -CIP FUND	37,500.00	40.17	28,059.94	74.83	9,440.06	0.00	9,440.06
42 -DEPT. OF TRCA/EQUITAS	342,000.00	0.00	0.00	0.00	342,000.00	0.00	342,000.00
TOTAL OTHER FUNDS	9,267,623.87	689,442.47	5,632,669.99	60.78	3,624,954.30	79,247.46	3,558,706.84

CITY OF HCALESTER  
DEPARTMENT EXPENSE FUDGARY  
AS OF: FEBRUARY 28TH, 2009

ACCOUNT	ANNUAL BUDGET	CURRENTYNT PERIOD	Y-T-D ACTUAL	PERC. BUDGET	BUDGET BALANCE	Y-T-D ENCUMB.	ENCUMB. BALANCE
GRAND TOTAL EXPENDITURES	32,770,098.76	2,525,659.51	20,273,905.80	61.87	12,496,292.96	719,208.47	11,761,084.49

CITY OF McALESTER  
 DEPARTMENT EXPENSE SUMMARY  
 AS OF: FEBRUARY 28TH, 2009

ACCOUNT	ANNUAL BUDGET	CURRENT YR PERIOD	Y-T-D ACTUAL	PERC. BUDGET	BUDGET BALANCE	Y-T-D ENCUMB.	ENCUMB. BALANCE
<b>PROOF TOTALS</b>							
01 -GENERAL FUND	14,293,337.82	1,128,477.88	6,856,584.80	62.35	5,340,753.02	158,196.04	5,190,556.98
02 -MPMA	9,297,136.97	787,734.16	5,794,551.41	62.22	3,512,585.56	477,764.99	3,034,820.57
03 -AIRPORT AUTHORITY	217,296.07	20,746.10	156,082.92	71.82	61,213.15	13,355.00	47,858.15
05 -PARKING AUTHORITY	4,560.00	255.31	1,499.95	32.89	3,060.05	0.00	3,060.05
06 -NUTRITION	254,216.68	28,308.42	160,982.80	63.30	93,332.88	602.75	92,730.13
16 -WELLNESS CENTER	549,824.00	0.00	549,923.57	100.00	0.43	0.00	0.43
13 -JUVENILE FINE/RESERVE	7,784.00	575.24	1,784.57	48.62	3,999.43	0.00	3,999.43
14 -C.O.P.S./GRANT	13,500.00	6,000.00	6,000.00	44.44	7,500.00	7,089.00	401.00
15 -REVOLVING EVIDENCE	95,165.00	0.00	48,041.96	48.38	49,123.94	0.00	49,123.94
24 -AIRPORT GRANT	366,178.80	32,838.56	326,006.00	91.65	30,094.00	0.00	30,094.00
26 -EDUCATIONAL FUND	863,484.50	108,163.08	588,436.71	68.15	275,047.79	0.00	275,047.79
28 -SE EXPO CTR/TOURISM F	935,401.65	14,936.01	584,671.31	71.18	240,730.34	7,343.19	233,387.15
29 -E-911	784,980.13	22,514.39	286,860.17	26.02	588,119.96	0.00	588,119.96
30 -ECONOMIC DEVELOPMENT	1,557,083.44	85,637.29	691,681.01	44.42	865,392.43	50,847.50	814,544.93
33 -CDBG GRANTS FUND	159,000.00	0.00	140,520.46	88.38	18,479.54	0.00	18,479.54
38 -DEDICATED SALES TAX-M	3,179,558.50	279,432.90	2,132,158.12	67.86	1,047,400.38	0.00	1,047,400.38
40 -EMERGENCY FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41 -CIP FUND	37,500.00	48.17	28,623.94	74.83	9,440.06	0.00	9,440.06
42 -DEPT. OF TREAS/EQUITAS	342,000.00	0.00	0.00	0.00	342,000.00	0.00	342,000.00
<b>GRAND TOTAL EXPENDITURES</b>	<b>32,770,086.76</b>	<b>2,525,654.81</b>	<b>20,273,805.80</b>	<b>61.87</b>	<b>12,496,292.96</b>	<b>715,208.47</b>	<b>11,781,084.49</b>



**Applicant:** Accessible Space

**Location:** Southeast corner of 8<sup>th</sup> & Jefferson & on Adams between 8<sup>th</sup> & 9<sup>th</sup> Streets.

**Total Square Feet:** 90,700

**Adjacent Land Use:**

**North:** Low Intensity Residential

**South:** Low Intensity Residential

**East:** Low Intensity Residential

**West:** Low Intensity Residential

**Adjacent Zoning Use:**

**North:** R1-B

**South:** R1-B

**East:** R-1B & R-3

**West:** R1-B

**Pros:** Provides accessible rental housing for the Community. Cleans up an area of town with thick underbrush and trash.

**Cons:** N/A

**Staff Recommendation:** Staff recommends approval of the re-zone from R-1B to R-3. This recommendation is based on the surrounding land uses and complies with the City of McAlester Land Use Plan and Zoning Ordinance.

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

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

\*\*\*\*\*

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, are hereby further amended insofar as the same relate to certain parcels of land described as follows:

WEST 5' OF LOT 3C, LOTS 3D, 4A-B-C-D, 5A-B-C-D, 7, 8 AND 9E, EAST 40' OF NORTH 100' OF VACATED 8<sup>TH</sup> STREET AND NORTH 10' OF VACATED ALLEY ABUTTING WEST 5' OF LOT 3C & LOTS 3D, 4A-B-C-D, 5A-B-C-D, & SOUTH 10' OF VACATED ALLEY ABUTTING LOTS 7,8 AND 9E IN BLOCK 276, CITY OF MCALESTER, FORMERLY SOUTH MCALESTER, PITTSBURG COUNTY, STATE OF OKLAHOMA FROM R-1B (SINGLE-FAMILY RESIDENTIAL) TO R-3 (MULTI-FAMILY RESIDENTIAL).

SECTION 2. PUBLICATION AND EFFECTIVE DATE

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.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

CITY OF McALESTER, OKLAHOMA,  
A Municipal Corporation

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

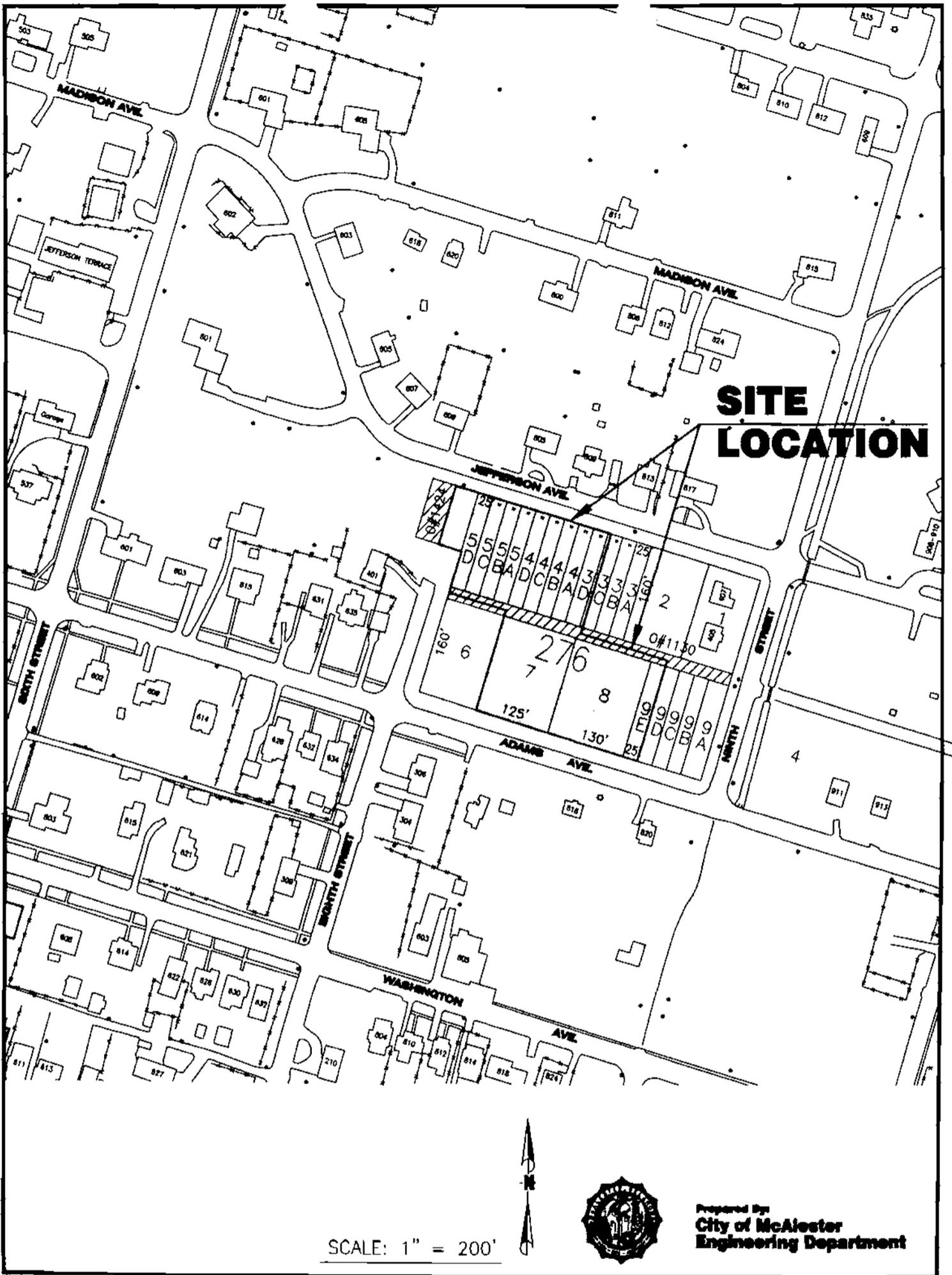
(SEAL)

ATTEST:

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

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

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

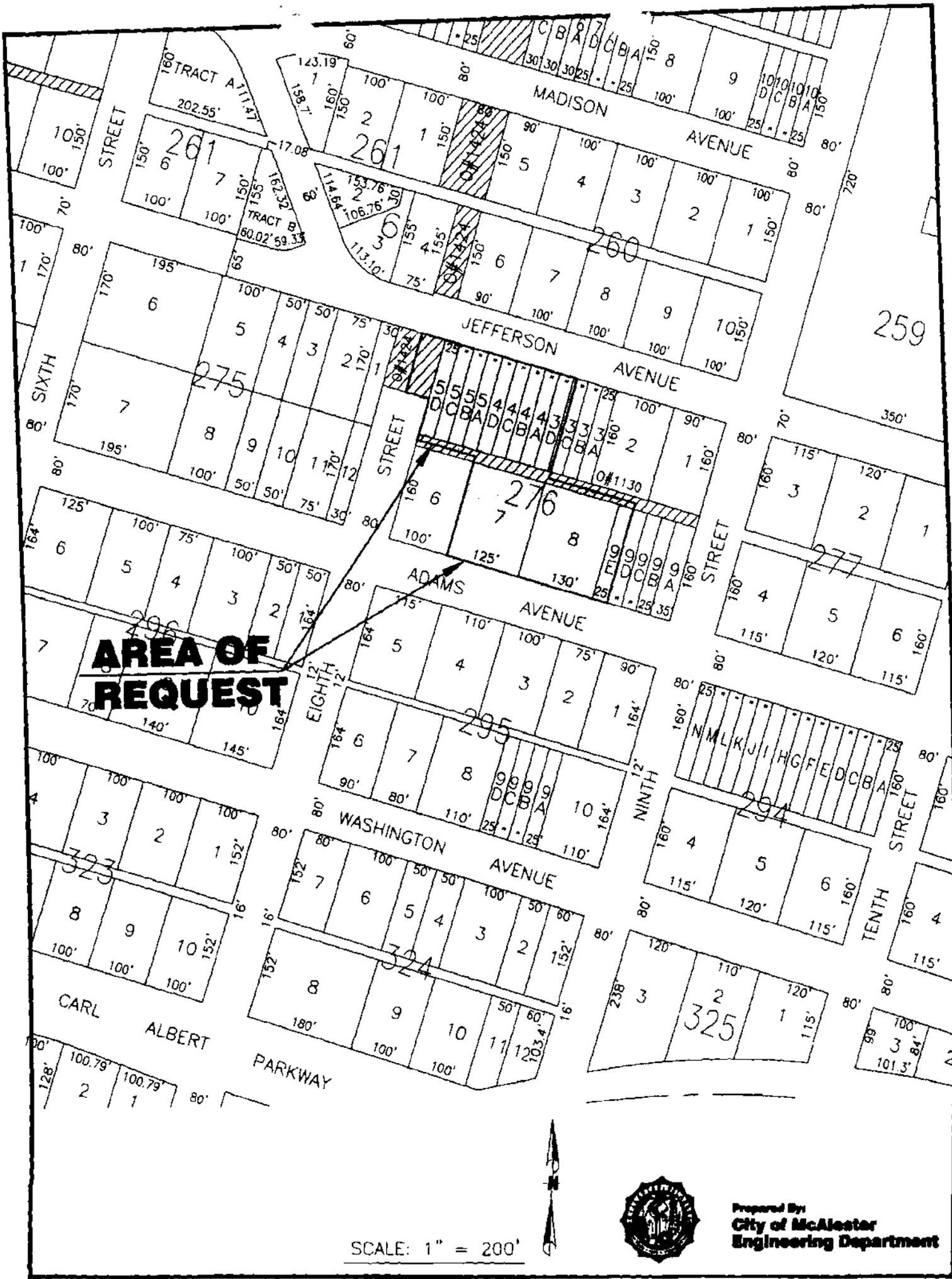


**SITE  
LOCATION**

SCALE: 1" = 200'



Prepared By  
**City of McAlester  
Engineering Department**



**AREA OF REQUEST**

SCALE: 1" = 200'



Prepared By  
**City of McAlester**  
**Engineering Department**



# McAlester City Council

## AGENDA REPORT

Meeting Date: April 13, 2009 Item Number: 3  
Department: Planning and Community Development  
Prepared By: Peter Stasiak Account Code: \_\_\_\_\_  
Date Prepared: April 3, 2009 Budgeted Amount: \_\_\_\_\_  
Exhibits: Three

### Subject

Consider, and act upon, an ordinance vacating and closing a platted alleyway lying within Block 276, South McAlester, Pittsburg County.

### Recommendation

Motion to adopt an ordinance vacating platted alleyway.

### Discussion

The Planning Commission considered this item at the February 17, 2009 meeting. Staff recommended approval of the request to vacate the platted alleyway as follows: alleyway lying within Block 276, South McAlester, Pittsburg County, State of Oklahoma. Wayne Stipe stated that a one story apartment building for Adults with disabilities is planned to be built in this location.

Planning Commission recommendation on V.E. # 130 is as follows: A motion was made by Harvey Bolinger to approve this case and was seconded by John McNally. The vote was 8-0 as follows: AYE: Bolinger, Kanard, Way, Otis, Scifres, Stobaugh, McNally and Way. NAY: None. Motion carried.

**Applicant:** Stipe Investments/Elaine Green

**Location:** Between Jefferson and Adams and 8<sup>th</sup> and 9<sup>th</sup> Streets

**Total Square Feet:** 9,800

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	PJS	4/3/09
City Manager	MBR	04/06/09

**Adjacent Land Use:**

**North:** Low Intensity Residential

**South:** Low Intensity Residential

**East:** Low Intensity Residential

**West:** Low Intensity Residential

**Adjacent Zoning Use:**

**North:** R1-B

**South:** R-1B

**East:** R-1B & R-3

**West:** R1-B

**Pros:** Provides accessible rental housing to be built.

**Cons:** N/A

**Staff Recommendation:** Staff recommends vacating the alleyway lying within Block 276.

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

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

\*\*\*\*\*

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

SECTION 1. It shall be and is hereby declared necessary and expedient to close the following public ways or easements more particularly described as:

ALLEYWAY LYING WITHIN BLOCK 276, SOUTH MCALESTER, PITTSBURG COUNTY, STATE OF OKLAHOMA

Provided such closing shall not affect the rights of the City or any public service corporation or transmission company regarding existing utility easements or facilities of service, if any, located therein, nor any private ways existing by operation of the law. The public ways or easements so closed shall be subject to the right of the municipality to reopen unless such right shall be foreclosed as provided by law.

SECTION 2. PUBLICATION AND EFFECTIVE DATE

The closing of the easement 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.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

CITY OF McALESTER, OKLAHOMA,  
A Municipal Corporation

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

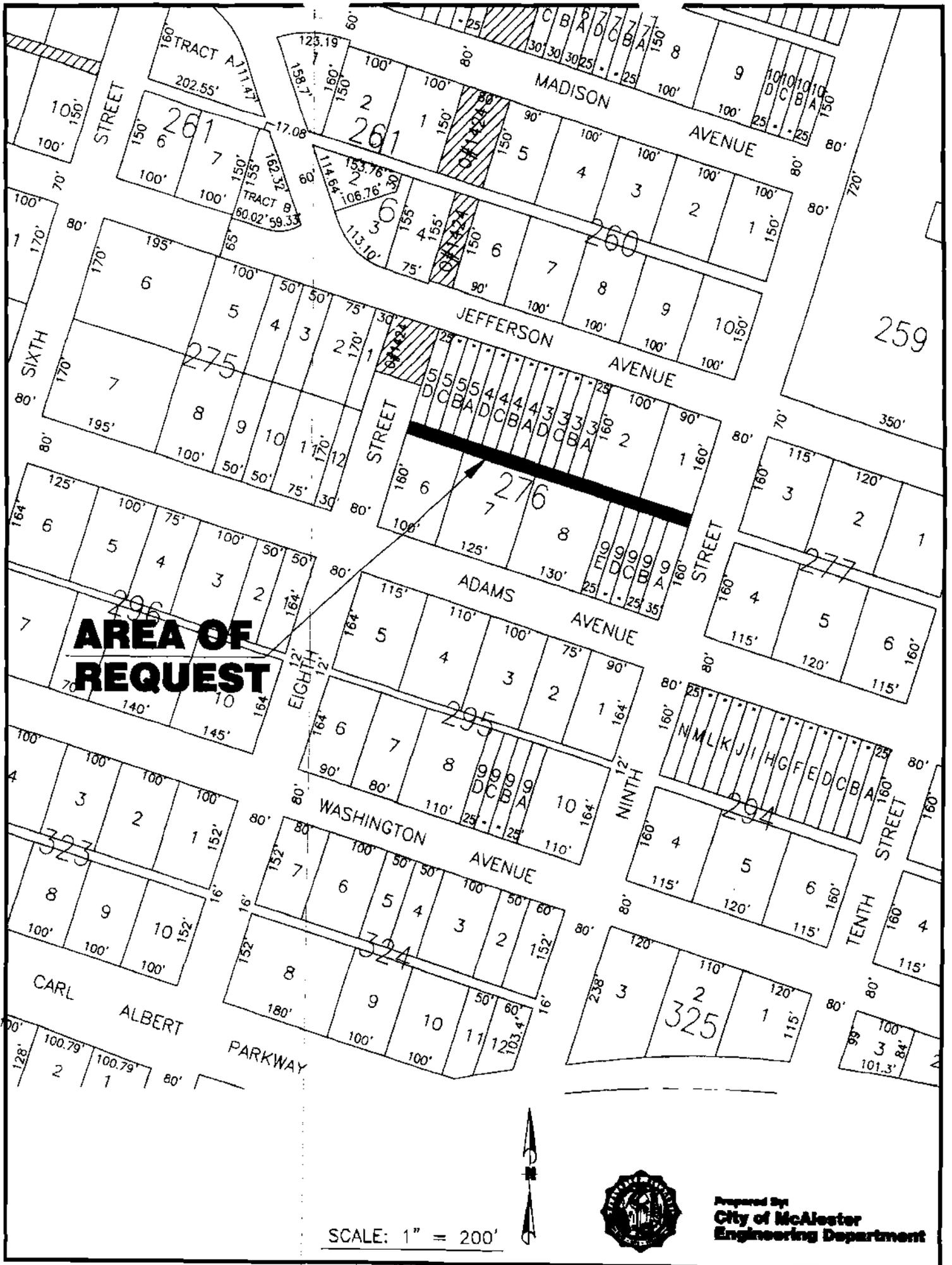
ATTEST:

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

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

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







# McAlester City Council

## AGENDA REPORT

**Meeting Date:** April 13, 2009 **Item Number:** 4  
**Department:** Planning & Community Development  
**Prepared By:** Pete Stasiak **Account Code:** \_\_\_\_\_  
**Date Prepared:** April 3, 2009 **Budgeted Amount:** \_\_\_\_\_  
**Exhibits:** One

### Subject

Consider, and act upon, a Resolution authorizing the City of McAlester to seek a CDBG Block Grant.

### Recommendation

Motion to approve a Resolution for a CDBG Block Grant.

### Discussion

The Oklahoma Department of Commerce small cities set aside for 2009 for the City of McAlester is \$78,621. This is a 1:1 ratio match and can be used for a wide variety of projects & activities for the community. These projects and activities will be determined by a series of public meetings. These meetings will solicit ideas from the community for use of the funds. The Council will ultimately determine which project has the best impact for the community.

### Approved By

	<i>Initial</i>	<i>Date</i>
<b>Department Head</b>	<u>PJS</u>	<u>4/3/09</u>
<b>City Manager</b>	<u>MBR</u>	<u>04/06/09</u>



ATTACHMENT H

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
2009 SMALL CITIES PROGRAM**

RESOLUTION

**WHEREAS**, Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended, authorized by the Secretary of Housing and Urban Development, as representative of the United States of America, to grant to the State of Oklahoma funds and administrative responsibility for the "Small Cities Community Development Block Grant" program; and

**WHEREAS**, the Oklahoma Department of Commerce, pursuant to designation by the Governor as the administering agency of the Community Development Block Grant Program for Small Cities in Oklahoma, is directed to further the purposes of community development in the State, and is authorized and empowered to accept funds from the Federal Government or its agencies and to enter into such contracts and agreements as are necessary to carry out the functions of the Department; and

**WHEREAS**, the City of McAlester is a local unit of general purpose government that will provide opportunity for input by residents in determining and prioritizing community development needs through its written Citizen Participation Plan; and

**NOW THEREFORE, BE IT RESOLVED** by the McAlester City Council that the City of McAlester desires to obtain assistance in community development and hereby requests the Oklahoma Department of Commerce to provide assistance under the policies, regulations, and procedures applicable to local communities in Oklahoma.

**NOW THEREFORE, BE IT RESOLVED** by the McAlester City Council that the City of McAlester affirms its commitment to take all action within its power to facilitate the receipt of the assistance of community development funds if the City of McAlester is awarded a Community Development Block Grant, and upon receipt to administer said grant by the rules and regulations established by the United States of America, the State of Oklahoma, and all empowered agencies thereof.

**ADOPTED** this 13<sup>th</sup> day of April, 2009, at a (regularly or specially) scheduled meeting of the governing body, in compliance with the Open Meeting Act, 25 O.S. §§ 301-314 (2001).

Kevin Priddle  
Mayor City of McAlester

Date \_\_\_\_\_

Signature of Chief Elected Official

(SEAL)

Attest:

Subscribed and sworn before me \_\_\_\_\_, 20\_\_\_\_ my commission

Expires \_\_\_\_\_, 20\_\_\_\_. Commission No. \_\_\_\_\_

\_\_\_\_\_  
Clerk Signature



# McAlester City Council

## AGENDA REPORT

Meeting Date: April 13, 2009 Item Number: 5  
Department: City Manager  
Prepared By: Mark B. Roath Account Code: \_\_\_\_\_  
Date Prepared: April 6, 2009 Budgeted Amount: \_\_\_\_\_  
Exhibits: Two

### Subject

Consider, and act upon, authorizing the Mayor to sign a contract between the City and Ronald W. Polk and Billy Jo Polk to lease City owned land for livestock grazing.

### Recommendation

Motion to authorize the Mayor to sign a lease for livestock grazing with Ronald W. Polk and Billy Jo Polk.

### Discussion

Ronald W. Polk and Tammy L. Polk, husband and wife, entered into a lease for 11.5 acres, more or less, of City owned property to graze livestock (see attached). The original lease was for the term November, 1998 to October 2008, which the City was paid \$1.00. He is seeking a similar lease; however, he wishes to substitute Tammy L. Polk for Billy Jo Polk (see attached).

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	<u>MBR</u>	<u>04/06/09</u>

**CITY OF MCALESTER**  
**LEASE AND CONTRACT**

This agreement, entered into this \_\_\_\_\_ day of April, 2009, by and between the CITY OF MCALESTER, OKLAHOMA, a municipal Corporation, PARTY OF THE FIRST PART, AND RONALD W. POLK and BILLY JO POLK, Rt. 1, Box 101 B, McAlester, OK 74501, PARTIES OF THE SECOND PART. The terms and conditions of which are as follows to-wit:

- (1) That the party of the first part for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration and on consideration of the covenants and agreements hereinafter contained, does hereby demise, lease and let unto the Party of the Second Part the following described real estate situated in Pittsburg County, Oklahoma to-wit:

That tract of land laying North of Lake McAlester in the Northwest Quarter of Section 32, and the Southeast Quarter of the Northeast Quarter of Section 31, Township 7 North, Range 14 East, Pittsburg County, Oklahoma and laying South and abutting Lessee's property on the South in said Sections, containing approximately 11.5 acres more or less.

- (2) It is further agreed by and between the parties that the term of this lease shall be for a period of ten (10) years from the date of the execution of this agreement, subject to the provisions hereinafter contained for prior termination of this agreement.
- (3) It is further agreed that the Party of the Second Part shall be responsible to construct and maintain fencing of the leased land which is of a design normally associated with livestock production and acceptable to the lessor.
- (4) It is mutually understood and agreed that the lands herein leased shall be used solely for livestock grazing and no other commercial for profit use.
- (5) It is also agreed that no structure, other than fencing, shall be constructed on the leased land without the permission of the Party of the First Part.
- (6) The Party of the Second Part will not sell or take any sand, gravel, soil or minerals of any kind and will not in any way commit waste on said premises.

- (7) It is further agreed by both parties that this lease may be terminated by either party within (30) days upon written notice of intent. Party of the Second Part will be allowed and required to remove any personal property so designated by the Party of the First Part.
- (8) It is further understood and agreed that during the term of this lease, said premises shall be under exclusive jurisdiction of the Party of the Second Part. The Party of the Second Part will indemnify and hold harmless the Party of the First Part from any and all claims, liens, demands and lawsuits by reason of the use of said premises and in the event that any suit is brought naming Party of the First Part as a party defendant by reason of injury or damage to any person or property that the Party of the Second Part will pay all expenses, including attorney's fees, together with all damages incurred by Party of the First Part.
- (9) It is further agreed that violation of any of the conditions and covenants herein contained by Party of the Second Party shall entitle the Party of the First Part to re-enter said lands and take the immediate, quiet and peaceable possession thereof and will entitle the Party of the First Part to terminate this lease.

CITY OF MCALESTER

By: \_\_\_\_\_  
MAYOR,  
Party of the First Part

ATTEST:

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
RONALD W. POLK, and

\_\_\_\_\_  
BILLY JO POLK,  
Parties of the Second Part

**CITY OF MCALESTER**

**LEASE AND CONTRACT**

This agreement, entered into this 9<sup>th</sup> day of November, 1998, by and between the **CITY OF MCALESTER, OKLAHOMA**, a municipal Corporation, **PARTY OF THE FIRST PART**, and **RONALD W. POLK** and **TAMMY L. POLK**, husband and wife, Rt. 1, Box 101 B, McAlester, OK 74501, **PARTIES OF THE SECOND PART**. The terms and conditions of which are as follows to-wit:

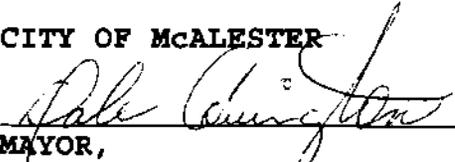
- (1) That the party of the first part for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration and on consideration of the covenants and agreements hereinafter contained, does hereby demise, lease and let unto the Party of the Second Part the following described real estate situated in Pittsburg County, Oklahoma to-wit:

That tract of land laying North of Lake McAlester in the Northwest Quarter of Section 32, and the Southeast Quarter of the Northeast Quarter of Section 31, Township 7 North, Range 14 East, Pittsburg County, Oklahoma and laying South and abutting Lessee's property on the South in said Sections, containing approximately 11.5 acres more or less.

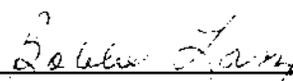
- (2) It is further agreed by and between the parties that the term of this lease shall be for a period of ten (10) years from the date of the execution of this agreement, subject to the provisions hereinafter contained for prior termination of this agreement.
- (3) It is further agreed that the Party of the Second Part shall be responsible to construct and maintain fencing of the leased land which is of a design normally associated with livestock production and acceptable to the lessor.
- (4) It is mutually understood and agreed that the lands herein leased shall be used solely for livestock grazing and no other commercial for profit use.
- (5) It is also agreed that no structure, other than fencing, shall be constructed on the leased land without the permission of the Party of the First Part.

- (6) The Party of the Second Part will not sell or take any sand, gravel, soil or minerals of any kind and will not in any way commit waste on said premises.
- (7) It is further agreed by both parties that this lease may be terminated by either party within (30) days upon written notice of intent. Party of the Second Part will be allowed and required to remove any personal property so designated by the Party of the First Part.
- (8) It is further understood and agreed that during the term of this lease, said premises shall be under exclusive jurisdiction of the Party of the Second Part. The Party of the Second Part will indemnify and hold harmless the Party of the First Part from any and all claims, liens, demands and lawsuits by reason of the use of said premises and in the event that any suit is brought naming Party of the First Part as a party defendant by reason of injury or damage to any person or property that the Party of the Second Part will pay all expenses, including attorney's fees, together with all damages incurred by Party of the First Part.
- (9) It is further agreed that violation of any of the conditions and covenants herein contained by Party of the Second Part shall entitle the Party of the First Part to re-enter said lands and take the immediate, quiet and peaceable possession thereof and will entitle the Party of the First Part to terminate this lease.

CITY OF MCALESTER

By:   
MAYOR,  
Party of the First Part

ATTEST:



  
RONALD W. POLK, and

ATTEST:

\_\_\_\_\_

  
TAMMY L. POLK,  
Parties of the Second Part



# McAlester City Council

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## AGENDA REPORT

<b>Meeting Date:</b>	<u>April 13, 2009</u>	<b>Item Number:</b>	<u>6</u>
<b>Department:</b>	<u>City Manager</u>	<b>Account Code:</b>	<u></u>
<b>Prepared By:</b>	<u>Mark B. Roath</u>	<b>Budgeted Amount:</b>	<u></u>
<b>Date Prepared:</b>	<u>April 6, 2009</u>	<b>Exhibits:</b>	<u>Two</u>

### Subject

Consider, and act upon, authorizing the Mayor to sign a Revised Engagement Letter with Hulme, Rahhal, Henderson, Inc. for audit services for the fiscal year ending June 30, 2008.

### Recommendation

Motion to authorize the Mayor to sign a Revised Engagement Letter.

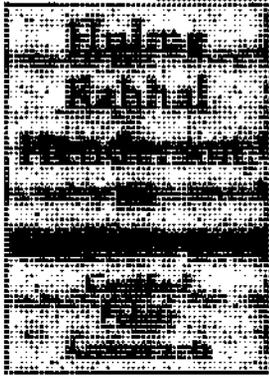
### Discussion

Rheba Henderson, City Auditor, has sent the City a Revised Engagement Letter reflecting a reduction of \$2,000 for audit services for the fiscal year ending June 30, 2008. She has determined that a Single Audit in accordance with OMB Circular A-133 is not needed because Federal Grant expenditures did not exceed \$500,000 for that period.

The Audit and Finance Advisory Committee met, reviewed and recommends approval of this item.

### Approved By

	<i>Initial</i>	<i>Date</i>
<b>Department Head</b>	<u></u>	<u></u>
<b>City Manager</b>	<u>MBR</u>	<u>04/06/09</u>



100 E Street S.W., Suite 200    Ardmore, OK 73401  
(580) 223-6454    FAX (580) 226-0439

March 5, 2009

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

Enclosed is a revised engagement letter for the audit of City of McAlester for the fiscal year ending June 30, 2008. This engagement letter replaces the original engagement letter dated October 8, 2008.

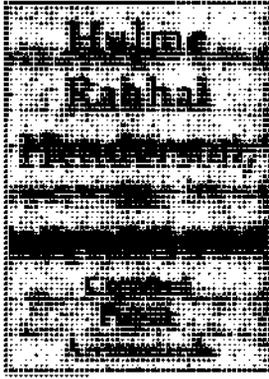
Our original fee for audit services was \$37,000 which included the cost of auditing Federal expenditures. It has been determined that Federal Grant expenditures did not exceed \$500,000 which would have required a Single Audit in accordance with OMB Circular A-133. Therefore, the fee for the audit is reduced by \$2,000.

We appreciate the opportunity to be of service to City of McAlester. If you have any questions, please contact our office.

Sincerely,

HULME RAHHAL HENDERSON, INC.

A handwritten signature in cursive script that reads 'Rheba Henderson'. The signature is written in black ink and is positioned below the typed name of the company.



100 E. Street S.W., Suite 200    Ardmore, OK 73401  
(580) 223-6454    FAX (580) 226-0439

March 5, 2009

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

We are pleased to confirm our understanding of the services we are to provide City of McAlester for the year ended June 30, 2008. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of City of McAlester as of and for the year ended June 30, 2008. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to accompany City of McAlester's basic financial statements. As part of our engagement, we will apply certain limited procedures to City of McAlester's RSI. These limited procedures will consist principally of inquiries of management regarding the methods of measurement and presentation, which management is responsible for affirming to us in its representation letter. Unless we encounter problems with the presentation of the RSI or with procedures relating to it, we will disclaim an opinion on it. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) State Auditor and Inspector Form 2643 for the year ended June 30, 2008.

Supplementary information other than RSI also accompanies City of McAlester's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and will provide an opinion on it in relation to the basic financial statements:

- 1) Combining and Individual Fund Financial Statements – nonmajor funds

#### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the basic financial statements taken as a whole. Our audit will be conducted in accordance with generally accepted auditing standards established by the Auditing Standards Board (United States) and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of City of McAlester and other procedures we consider necessary to enable us to express such opinions. If our opinions on the financial statements are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and compliance will include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity, and specific legislative or regulatory bodies and is not intended to be and should not be used by anyone other than these specified parties. If during our audit we become aware that City of McAlester is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

### **Management Responsibilities**

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will prepare a draft of your financial statements and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of McAlester and the respective changes in financial position and cash flows, where applicable, in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous audits or other engagements or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions.

### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are

attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

### **Audit Procedures—Internal Controls**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of McAlester's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

### **Audit Administration, Fees, and Other**

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the city; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Hulme Rahhal Henderson, Inc. and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to State Auditor and Inspector or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Hulme Rahhal Henderson, Inc. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the State Auditor and Inspector. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Rheba Henderson is the engagement partner and is responsible for supervising the engagement and signing the report. Our fee for these services will be \$35,000 plus out-of-pocket costs for travel at the IRS reimbursement rate, meals, lodging, postage, and filing fees. The above fee is based upon our understanding that Crawford and Associates will prepare all cash and other confirmations we request, as well as prepare a draft of the financial statements and notes to the financial statements. The above fee is based on your employees locating any documents selected by us for testing, as well as anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2009 peer review report accompanies this letter.

We appreciate the opportunity to be of service to City of McAlester and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

HULME RAHHAL HENDERSON, INC.



RESPONSE:

This letter correctly sets forth the understanding of City of McAlester.

Signature:

Title:

Date:

13 October 2008

To: City Council

From: Audit and Finance Committee

Subject: Review of Bids for 2007/2008 City of McAlester Audit

Members of the Council, the AF Committee has received and reviewed the 2 bids for the City of McAlester 2007/2008 Financial Audit. The first bid was from Hume Rahhal Henderson for \$ 37,000 plus travel and misc. fees. The second bid was from BKD for \$ 60,000 plus travel and misc. fees.

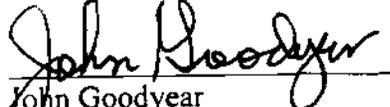
Hume Rahhal Henderson has conducted the last 2 Audits and the Committee has been pleased with their services and reports. While the Hume Rahhal Henderson bid is considerably below BKD, it is considerably above that of last year quote (\$ 25,840). As a result, the committee suggests the City Management request Hume Rahhal Henderson provide a cost breakout to explain the significant increase in price.

On another note, the Committee has noticed a change in audit reporting information. In the 2005/2006 Audit, Crawford Assoc. had added a section to the audit entitle "Performer". This a special option offered by Crawford that compares our city with others of similar size; the Committee found this information very useful and would like to request that City Management ensure that if Crawford Assoc. are performing the support work for the Audit that they include the "Performer" as part of the Audit.

The Committee recommends that the Council award the 2007/2008 City of McAlester Financial Audit to Hume Rahhal Henderson. The Committee looks forward to working with all parties in this matter.

  
\_\_\_\_\_  
Stephen Foster  
Chairman

  
\_\_\_\_\_  
Tom Glen  
Citizen Member

  
\_\_\_\_\_  
John Goodyear  
Citizen Member

  
\_\_\_\_\_  
Greg McNall  
Citizen Member

October 8, 2008

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

We are pleased to confirm our understanding of the services we are to provide City of McAlester for the year ended June 30, 2008. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements, of City of McAlester as of and for the year ended June 30, 2008. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to accompany City of McAlester's basic financial statements. As part of our engagement, we will apply certain limited procedures to City of McAlester's RSI. These limited procedures will consist principally of inquiries of management regarding the methods of measurement and presentation, which management is responsible for affirming to us in its representation letter. Unless we encounter problems with the presentation of the RSI or with procedures relating to it, we will disclaim an opinion on it. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) State Auditor and Inspector Form 2843 for the 2006-2007 fiscal year.

Supplementary information other than RSI also accompanies City of McAlester's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and will provide an opinion on it in relation to the basic financial statements:

- 1) Schedule of expenditures of federal awards.

#### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the basic financial statements taken as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with generally accepted auditing standards established by the Auditing Standards Board (United States); the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinions on the financial statements or the Single Audit compliance opinions are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

### ***Management Responsibilities***

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will prepare a draft of your financial statements, schedule of expenditures of federal awards, and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of McAlester and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for federal award program compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us, including identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous audits or other engagements or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions.

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### ***Audit Procedures—General***

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

### ***Audit Procedures—Internal Controls***

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

### ***Audit Procedures—Compliance***

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of McAlester's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other

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applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of McAlester's major programs. The purpose of these procedures will be to express an opinion on City of McAlester's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

#### ***Audit Administration, Fees, and Other***

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. We will provide copies of our reports to City of McAlester; however, it is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits. At the conclusion of the engagement, we will provide information to management as to where the reporting packages should be submitted and the number to submit.

The audit documentation for this engagement is the property of Hulme Rahhal Henderson, Inc., and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to State Auditor and Inspector or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Hulme Rahhal Henderson, Inc., personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the State Auditor and Inspector. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Rheba Henderson is the engagement partner and is responsible for supervising the engagement and signing the report. Our fee for these services will be \$37,000 plus out-of-pocket costs for travel at the IRS reimbursement rate, meals, lodging, postage, and filing fees. The above fee is based upon our understanding that Crawford and Associates will prepare all cash and other confirmations we request as well as prepare a draft of the financial statements, Schedule of Federal Expenditures, and notes to the financial statements. The fee is also based upon your employees locating any documents selected by us for testing as well as anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2005 peer review report accompanies this letter.

We appreciate the opportunity to be of service to City of McAlester and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

HULME RAHHAL HENDERSON, INC.

*Rheta Henderson*

**RESPONSE:**

This letter correctly sets forth the understanding of City of McAlester.

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

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

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

*Keith Stueck*  
*Mayor*  
*Oct. 14, 2008*



# McAlester City Council

## AGENDA REPORT

**Meeting Date:** April 13, 2009      **Item Number:** 7  
**Department:** City Manager  
**Prepared By:** Mark B. Roath      **Account Code:** \_\_\_\_\_  
**Date Prepared:** April 6, 2009      **Budgeted Amount:** \_\_\_\_\_  
**Exhibits:** Five

### Subject

Consider, and act upon, authorizing the Mayor to sign a Public Works Project Contract between the City and the Oklahoma Department of Corrections regarding inmate workers.

### Recommendation

Motion to authorize the Mayor to sign a PPW Contract.

### Discussion

Annually, the Oklahoma Department of Corrections submits a proposed contract for inmate labor (see attached). Adoption of the PPW Crew Contract will allow the City to use inmate labor for fiscal year 1009-2010.

### Approved By

	<i>Initial</i>	<i>Date</i>
<b>Department Head</b>	_____	_____
<b>City Manager</b>	<u>MBR</u>	<u>04/06/09</u>

## **Interoffice Memorandum**

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**DATE:**      **March 9, 2009**

**TO:**         **City of McAlester**  
              **Attn: Mark Roath**  
              **P.O.Box 578**  
              **McAlester, Oklahoma**  
                              **74502**

**RE:**         **PPW Contract 2009-2010**

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Dear Mark Roath:

Attached, for your review and approval, are the PPW Crew Contracts for the 2009-2010 year. If the City of McAlester is interested in keeping there PPW Crews, both the "contract" and attachment "A" must be signed, notarized, and returned to us. We will then sign, notarize, and send you the completed copy.

Please return before June 30, 2009. Failure to return the contracts by the due date will be considered as an indicator that the PPW Crews are no longer needed.

Your cooperation is appreciated and we thank you for your patience in this matter.

Thank you.

*Emma Watts*  
Emma Watts, Warden

GP:beb

BB:aje

**PUBLIC WORKS PROJECT CONTRACT  
BY AND BETWEEN THE  
OKLAHOMA DEPARTMENT OF CORRECTIONS AND  
City of McAlester**

This contractual agreement is entered into by and between the Oklahoma Department of Corrections, hereinafter, Department, and the undersigned Oklahoma governmental or political subdivision, **City of McAlester**, hereinafter, **McAlester Expo Center and Carl Albert Pkwy.**, whose governing body has requested in writing, that prisoners be assigned to a Public Works Project heretofore determined by the Oklahoma Board of Corrections to be of necessity for the public well-being and conducive to rehabilitation and the reduction of the recidivism among the participating prisoners. This writing is attached to this agreement and incorporated by reference.

This contract is authorized by 57 O.S. Section 215 et seq., the Prisoners Public Works Act.

For and in consideration of the following terms, conditions, and covenants the parties herein agree as follows:

1. The Public Agency requests that the inmate workers perform the following responsibilities:  
**Street maintenance; lawn maintenance; general labor; house keeping; and trash pickup. The city will submit a brief description of the project indicating the location and type of work as well as the number of offenders needed to accomplish the project.**

The Public Agency will also provide work orders, job duties and assignments, and any training to the prisoners and will provide a safe working environment. The Public Agency will furnish all materials and tools necessary for the Public Works Project.

2. The Public Agency covenants that it is a public entity as required by 57 O.S. Section 216, and is entitled to conduct a Public Works Project and the project will meet the requirements of the Prisoners Public Works Act.
3. The Public Agency agrees to use prisoners assigned to the Public Works Project on public property only, except that inmate labor may be used on private property for a public purpose. Labor conducted on private property must be approved by the Department representative prior to said work beginning. Public purpose will be defined as a purpose generally affecting the public good of the inhabitants of the state or political subdivision in aid of exercising a governmental function. The prisoners will be utilized as a group for this purpose and not as individuals.

4. The Public Agency will not use the prisoners to provide personal services for private benefit nor to supervise other inmates or prisoners, nor to operate any motor vehicles. The Public Agency will allow the Department to conduct unscheduled periodic visits to the Public Works Project work site to monitor the prisoners and contract compliance.

5. The Public Agency agrees to comply with the Department's prisoners' work force racial balance requirement, and will, upon request, relinquish any assigned prisoner to the custody of the Department.

6. The Public Agency agrees to cooperate and provide prisoner counts at least twice daily and provide close supervision of the prisoner's whereabouts. The Public Agency will immediately notify the Department and the local law enforcement agency if any prisoner is missing and believed to have escaped, and will immediately report any other serious rule infraction. Failure to return to the facility will be deemed an escape and subject to penalty provided by law. The Department will have the ultimate responsibility for the security of the prisoners.

7. The Public Agency agrees to pay to the Department, the base cost plus ten percent on a monthly billing basis, unless otherwise agreed. Ten percent above the base cost will be charged to cover the cost, if any, of the Department's equipment repair and replacement. The base cost may comprise the following categories:

- a. The cost of transportation of the prisoners to and from the project;
- b. The cost of lodging and food for the prisoners and correctional personnel assigned to the project;
- c. The cost of guarding the prisoners;
- d. The cost of all tools and materials furnished by the DOC, if any;
- e. The cost of the salaries of the assigned prisoners; and
- f. Miscellaneous.

The Public Agency may be allowed to provides services to the DOC in exchange for the inmate labor, as long as the services are enumerated in this agreement and are of an equivalent or greater fair market value.

8. No prisoner so assigned will be considered as an employee of the requesting Public Agency or the Department of Corrections; nor will any such prisoner come within any of the provisions of the State's Labor Code, (40 O.S. 2001 sec. 1 et seq.) or be entitled to any benefits there under whether on behalf of him/herself or that of any other person.

9. The Director of the Department or his designee will at all times during the term of this contract have full jurisdiction and authority to include immediate access over the discipline and control of the prisoners performing work on the public works project. Unsatisfactory job performance will be documented and reported

to the Department by a representative of the Public Agency for discipline, which may include removal and forfeiture of any earned credits or both.

10. The prisoners, while assigned to the Public Works Project, will, for the purpose of punishment for escape, be deemed to be on trusty status and will be under the custody and control of the Department of Corrections. The limits of the place of confinement are extended under the special conditions of this Prisoner Public Works Project pursuant to 57 O.S. sec. 501.1 (A) (4).

11. The Department will select and assign eligible prisoners to work for the Public Agency. The prisoners, while assigned to the Public Works Project, will be exempt from the provisions of the Worker's Compensation Act, (85 O.S. sec. 1 et seq.).

12. The Department will be responsible for the cost of medical and dental health care needs of the prisoners including emergencies while assigned to the Public Works Project unless otherwise agreed in writing.

13. The Department will, unless otherwise agreed, provide the transportation to and from the work site of the prisoners assigned to the Public Works Project. The Department will provide lunches to the prisoners unless otherwise agreed.

14. The Department will provide the Public Agency with copies of relevant Department operational policies and procedures that are applicable, as well as the training and orientation required for proper implementation and security.

15. The Public Agency, unless otherwise agreed, will provide work shifts of no longer than eight working hours and to utilize prisoners for no more than eight hours per shift. The normal working hours will be between 0700 and 1800 hours each working day. Weekend and night shifts are not prohibited by this contract but may be utilized under the terms and conditions of this contract. Any additional or different work shifts required will be approved by the warden or district supervisor of the prisoner's correctional facility and attached as an addendum.

16. Either party may immediately terminate this contract for the failure of the other party to perform as per the terms and conditions contained herein. Any damages will be as authorized by law in a court of competent jurisdiction except attorney's fees and related legal costs, which will be, borne by each party separately. Both parties in determining failure to perform will consider any mitigating circumstances.

17. In the event a bona fide dispute or a conflict of interest arises between the parties which cannot be resolved through reasonable diligence, either party may request mediation under the Oklahoma Dispute Resolution Act, 12 O.S. sec. 1801 et seq., as amended. Such request will not be unreasonably refused by the other party. The parties agree that the cost of this process will be borne separately by each party. Any dispute will not effect the performance

requirements and duties of this contract. The contract will remain in full force and effect unless otherwise terminated or agreed between the parties.

18. The Public Agency will maintain all records, books of accounts, and such other documents required by law to be maintained and accounted for, and will maintain them in a safe place, and make them available to state and federal officials for inspection as authorized by law, including inspection by the duly authorized officers of the Department. The Public Agency will retain all records, books of accounts, and such other documents relevant to this contract for a period of three years and will make them available for inspection by state and federal officials as required by law, including inspection by the duly authorized officers of the Department.

19. If any provision, clause, or paragraph of this contract or any document incorporated by reference will be determined invalid by a court of competent jurisdiction, such determination will not affect the other provisions, clauses or paragraphs of this contract, which is not affected by the determination. The provisions, clauses or paragraphs, and any documents incorporated by reference are declared severable.

20. This contract will be governed by the laws of the state of Oklahoma, with the venue for any action to be in Oklahoma County..

21. The parties agree that the Governmental Tort Claims Act, 51 O.S. Section 151 et seq., is applicable. Nothing herein will be construed as a waiver of the sovereign immunity defense for the state of Oklahoma or the Department of Corrections.

22. Either party may terminate this contract for any reason by providing 30 days written notification to the other party by certified mail, return receipt requested. The notification period will begin to run upon the next day after the return receipt is signed.

23. All notices required in this contract will be mailed certified mail return receipt requested to the addresses of the parties set forth below.

For the Public Agency:  
City of McAlester  
PO Box 578  
McAlester, Oklahoma 74502

For the Department  
Jackie Brannon Corr. Center  
PO Box 1999  
McAlester, Oklahoma 74502

24. **Contract Term:** The term of this contract will be for a period beginning on the date of the execution set forth below and ending on the last day of the current fiscal year. The term of this contract may be extended up to a term of three

consecutive one year terms, if agreed to by both parties., but may be shorter if agreed in writing. Such extension must be in the form of an addendum as set out in Department of Corrections Policy OP-090106.

25. The parties will execute this contract in duplicate originals by affixing their signatures hereto in the place provided, and by affixing their respective signatures will warrant that each has the authority to execute and bind their agencies.

26. The parties agree and understand that the prisoners will not displace any employee of the Public Agency nor will reduce the employment opportunities of any citizen eligible and qualified

27. A. The Public Agency will not allow any inmate to operate or use any type of equipment unless and until the Public Agency has fully trained the inmate in the proper and safe use of the equipment, and have documented records to support said training. Under no circumstances will the Public Agency allow an inmate to operate any equipment which has had the manufacturer's safety devises modified or removed, nor allow any inmate to operate any dangerous or unsafe equipment. Inmates will not be allowed to operate motor vehicles at any time.

B. The Public Agency will not allow an employee or agent of the Public Agency to direct, manage or supervise an inmate assigned to work on behalf of the Agency until the employee or agent has completed all training required by the Department of Corrections Policy OP-090106(VII.D.)

28. A. The Public Agency agrees to the following special conditions, should the inmate workers be required to work in the area of a school or in a location in which minor children are regularly located:

1. While the inmate crew is working on the school grounds, or while the inmate crew is supervised by employees or agents of the Public Agency, any damages caused by inmates assigned to the Public Agency will be the responsibility of the Public Agency.
2. Department of Corrections inmates shall be escorted by the Public Agency employees or agents at all times while away from the facility and when moving between school buildings or on school property.
3. Department of Corrections inmates assigned to duties outside of a confined area will be in direct line of sight of public agency employees or agents and monitored in a correctionally appropriate manner at such times as the inmates are outside confined spaces.

4. Department of Corrections inmates assigned to this agreement shall not be on school property when children are present. All work performed will be done when school is not in session.

B. The Public Agency agrees to the following special conditions should the inmate workers be assigned from Community Residential Supervision:

1. When outside the facility on assigned work detail, the work supervisor will have visual contact with the offender once every hour and the inmate will not leave the defined work area without approval of the supervisor.

## 29. INDEMNIFICATION

A. Without waiving any defense or immunity, and subject to the Oklahoma Tort Claims Act, the Public Agency agrees to bear all expenses, fines, judgments, and cost(s), including its own attorney fees, which may arise from any and all acts of its officials, agents, and employees in relation to the performance or nonperformance of the Agreement.

B. Without waiving any defense or immunity, and subject to the Oklahoma Tort Claims Act, the Department agrees to bear all expenses, fines, judgments, and cost(s), including its own attorney fees, which may arise from any and all acts of its officials, agents, and employees in relation to the performance or nonperformance of the Agreement.”

DATE OF EXECUTION:

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

\_\_\_\_\_  
for the Oklahoma Department of Corrections

Approved as to form:

\_\_\_\_\_  
Michael T. Oakley, General Counsel

\_\_\_\_\_  
for the Public Agency

Subscribed and sworn to before me this \_\_\_\_\_ day of, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

My commission number is: \_\_\_\_\_

**PUBLIC WORKS CONTRACT  
 OKLAHOMA DEPARTMENT OF CORRECTIONS  
 CITY OF MCALESTER (EXPO CENTER)**

**DATE:**

<b>\$ 0.00</b>		A.	The Cost of Transportation of the prisoners to and from the project.
<b>\$ 110.00</b>		B.	The cost of lodging and food for the prisoners and correctional personnel assigned to the project. Food costs for 5 I/M's at a rate of \$1.00/day.
<b>\$ 0.00</b>		C.	The cost of guarding the prisoners.
<b>\$ 0.00</b>		D.	The cost of all tools and materials furnished by the Department.
<b>\$ 100.00</b>		E.	The cost of the salaries of the assigned prisoners in accordance with their level assignment. 5 I/M at a rate of not less than \$10.00 per month, and not to exceed \$20.00 per month per inmate.
<b>\$ 0.00</b>		F.	Other miscellaneous. (See addendum)
<b>\$ 210.00</b>		<b>SUBTOTAL</b>	
<b>\$ 21.00</b>		<b>PLUS 10%</b>	
<b>\$ 231.00</b>		<b>TOTAL COST PLUS TEN PERCENT TO BE BILLED MONTHLY</b>	

<b>Oklahoma Department of Corrections</b>	<b>Agency Representative</b>
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These costs are provided for in the PPW Act, and if there are none, please put a zero in the line. Any miscellaneous costs may be listed separately in addendum.

<b>PUBLIC WORKS CONTRACT            OKLAHOMA DEPARTMENT OF CORRECTIONS            CITY OF MCALESTER [Carl Albert Pkwy.]</b>			
<b>DATE:</b>			
<b>\$</b>		A.	The Cost of Transportation of the prisoners to and from the project.
<b>0.00</b>			
<b>\$</b>		B.	The cost of lodging and food for the prisoners and correctional personnel assigned to the project. Food costs for 6 I/M's at a rate of \$1.00/day.
<b>132.00</b>			
<b>\$</b>		C.	The cost of guarding the prisoners.
<b>0.00</b>			
<b>\$</b>		D.	The cost of all tools and materials furnished by the Department.
<b>0.00</b>			
<b>\$</b>		E.	The cost of the salaries of the assigned prisoners in accordance with their level assignment. 6 I/M at a rate of not less than \$10.00 per month, and not to exceed \$20.00 per month per inmate.
<b>120.00</b>			
<b>\$</b>		F.	Other miscellaneous. (See addendum)
<b>0.00</b>			
<b>\$</b>		<b>SUBTOTAL</b>	
<b>252.00</b>			
<b>\$</b>		PLUS 10%	
<b>25.20</b>			
<b>\$</b>		<b>TOTAL COST PLUS TEN PERCENT TO BE BILLED MONTHLY</b>	
<b>277.00</b>			
<b>Oklahoma Department of Corrections</b>		<b>Agency Representative</b>	
These costs are provided for in the PPW Act, and if there are none, please put a zero in the line. Any miscellaneous costs may be listed separately in addendum.			

**PUBLIC WORKS PROJECT CONTRACT**  
**OKLAHOMA DEPARTMENT OF CORRECTIONS**  
(Revised October 21, 2003)

This contractual agreement is entered into by and between the Oklahoma Department of Corrections, hereinafter, Department, and the undersigned Oklahoma governmental or political subdivision (City of McAlester), hereinafter, Public Agency, whose governing body has requested in writing, that prisoners be assigned to a Public Works Project heretofore determined by the Oklahoma Board of Corrections to be of necessity for the public well-being and conducive to rehabilitation and the reduction of the recidivism among the participating prisoners.

This contract is authorized by 57 O.S. Section 215 et seq., the Prisoners Public Works Act.

For and in consideration of the following terms, conditions, and covenants the parties herein agree as follows:

1. The Public Agency will submit a brief description of the Public Works Project indicating the location and type of work required and will request the number of prisoners it needs to accomplish the Public Works Project. The Public Agency will also provide work orders, job duties and assignments, and any training to the prisoners and will provide a safe working environment. The Public Agency will furnish all materials and tools necessary for the Public Works Project.
2. The Public Agency agrees and covenants that it is a public entity as defined by 57 O.S. Section 216, and is entitled to conduct a Public Works Project and the project will meet the definition and other requirements of the Prisoners Public Works Act.
3. The Public Agency agrees to use prisoners assigned to the Public Works Project on public property only, except that inmate labor may be used on private property for a public purpose. Public purpose will be defined as a purpose generally affecting the public good of the inhabitants of the state or political subdivision in aid of exercising a governmental function. The prisoners will be utilized as a group for this purpose and not as individuals.
4. The Public Agency will not use the prisoners to provide personal services for private benefit nor to supervise other inmates or prisoners, nor to operate any motor vehicles. The Public Agency will allow the Department to conduct unscheduled periodic visits to the Public Works Project work site to monitor the prisoners and contract compliance.
5. The Public Agency agrees to comply with the Department's prisoners' work force racial balance requirement, and will, upon request, relinquish any assigned prisoner to the custody of the Department.

6. The Public Agency agrees to cooperate and provide prisoner counts at least twice daily and provide close supervision of the prisoner's whereabouts. The Public Agency will immediately notify the Department and the local law enforcement agency if any prisoner is missing and believed to have escaped, and will immediately report any other serious rule infraction. Failure to return to the facility will be deemed an escape and subject to penalty provided by law. The Department will have the ultimate responsibility for the security of the prisoners.
  7. The Public Agency agrees to pay to the Department, the base cost plus ten percent on a monthly billing basis, unless otherwise agreed. Ten percent above the base cost will be charged to cover the cost, if any, of the Department's equipment repair and replacement. The base cost may comprise the following categories:
    - The cost of transportation of the prisoners to and from the project;
    - The cost of lodging and food for the prisoners and correctional personnel assigned to the project;
    - The cost of guarding the prisoners;
    - The cost of all tools and materials furnished by the DOC, if any;
    - The cost of the salaries of the assigned prisoners; and
    - Miscellaneous.
  8. No prisoner so assigned will be considered as an employee of the requesting or Public Agency; nor will any such prisoner come within any of the provisions of the State's Labor Code, (40 O.S. 1981 sec. 1 et seq.) or be entitled to any benefits there under whether on behalf of him/herself or that of any other person.
  9. The Director of the Department or his designee will at all times during the term of this contract have full jurisdiction and authority to include immediate access over the discipline and control of the prisoners performing work on the public works project. Unsatisfactory job performance will be documented and reported to the Department for discipline, which may include removal and forfeiture of any earned credits or both.
  10. The prisoners, while assigned to the Public Works Project, will, for the purpose of punishment for escape, be deemed to be on trusty status and will be under the custody and control of the Department of Corrections. The limits of the place of confinement are extended under the special conditions of this Prisoner Public Works Project pursuant to 57 O.S. sec. 501.1 (A) (4).
  11. The Department will select and assign eligible prisoners to work for the Public Agency. The prisoners, while assigned to the Public Works Project, will be exempt from the provisions of the Worker's Compensation Act, (85 O.S. sec. 1 et seq.).
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12. The Department will be responsible for the cost of medical and dental health care needs of the prisoners including emergencies while assigned to the Public Works Project, unless otherwise agreed in writing.
  13. The Department will, unless otherwise agreed, provide the transportation to and from the work site of the prisoners assigned to the Public Works Project. The Department will provide lunches to the prisoners unless otherwise agreed.
  14. The Department will provide the Public Agency with copies of relevant Department operational policies and procedures that are applicable, as well as the training and orientation required for proper implementation and security.
  15. The Public Agency, unless otherwise agreed, will provide work shifts of no longer than eight working hours and to utilize prisoners for no more than eight hours per shift. The normal working hours will be between 0700 and 1800 hours each working day. Weekend and night shifts are not prohibited by this contract but may be utilized under the terms and conditions of this contract. Any additional or different work shifts required will be approved by the warden or district supervisor of the prisoner's correctional facility and attached as an addendum.
  16. Either party may immediately terminate this contract for the failure of the other party to perform as per the terms and conditions contained herein. Any damages will be as authorized by law in a court of competent jurisdiction except attorney's fees and related legal costs, which will be, borne by each party separately. Both parties in determining failure to perform will consider any mitigating circumstances.
  17. In the event a bona fide dispute or a conflict of interest arises between the parties which cannot be resolved through reasonable diligence, either party may request mediation under the Oklahoma Dispute Resolution Act, 12 O.S. sec. 1801 et seq., as amended. Such request will be agreed to by the other party. The parties agree that this process will be borne separately by each party. Any dispute will not effect the performance requirements and duties of this contract. The contract will remain in full force and effect unless otherwise terminated or agreed between the parties.
  18. The Public Agency will maintain all records, books of accounts, and such other documents required by law to be maintained and accounted for, and will maintain them in a safe place, and make them available to state and federal officials for inspection as authorized by law, including inspection by the duly authorized officers of the Department. The Public Agency will retain all records, books of accounts, and such other documents relevant to this contract for a period of three years and will make them available for inspection by state and federal officials as required by law, including inspection by the duly authorized officers of the Department.
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19. If any provision, clause, or paragraph of this contract or any document incorporated by reference will be determined invalid by a court of competent jurisdiction, such determination will not affect the other provisions, clauses or paragraphs of this contract, which is not affected by the determination. The provisions, clauses or paragraphs, and any documents incorporated by reference are declared severable.
20. This contract will be governed by the laws of the state of Oklahoma.
21. The parties agree that the Governmental Tort Claims Act, 51 O.S. Section 151 et seq., is applicable. Nothing herein will be construed as a waiver of the sovereign immunity defense for the state of Oklahoma or the Department of Corrections.
22. Either party may terminate this contract for any reason by providing 30 days written notification to the other party by certified mail, return receipt requested. The notification period will begin to run upon the next day after the return receipt is signed.
23. All notices required in this contract will be mailed certified mail return receipt requested to the addresses of the parties set forth below.

**For the Public Agency:**

City of McAlester, City Hall  
2nd & Washington St.  
McAlester, Oklahoma 74501  
Attn. Bill Rayburn

**For the Department:**

Jackie Brannon Correctional Center  
P.O. Box 1999  
McAlester, Oklahoma 74502  
Attn. Bruce Bornheim

24. The term of this contract will be for a period beginning on the date of the execution set forth below and ending on the last day of the current fiscal year. The term of this contract will not extend beyond the end of the current fiscal year, but may be shorter if agreed in writing.
  25. The parties will execute this contract in duplicate originals by affixing their signatures hereto in the place provided, and by affixing their respective signatures will warrant that each has the authority to execute and bind their agencies.
  26. The parties agree and understand that the prisoners will not displace any employee of the Public Agency nor will reduce the employment opportunities of any citizen eligible and qualified
  27. The Public Agency will not allow any inmate to operate or use any type of equipment unless and until the Public Agency has fully trained the inmate in the proper and safe use of the equipment, and have documented records to support said training. Under no circumstances will the Public Agency allow an inmate to operate any equipment which has had the manufacturer's safety devices modified or removed, nor allow any inmate to operate any dangerous or unsafe equipment. Inmates will not be allowed to operate motor vehicles at any time.
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28. Indemnification

The Public Agency shall defend in any action at law, indemnify and hold the Department of Corrections, its officials, agents, and employees harmless against:

1. Any and all claims arising from the provisions of this Contract, including, without limitation, any and all claims arising from:
    - a. any breach or default on the part of the Public Agency in the performance of the Agreement;
    - b. any claims or losses for services rendered by the Public Agency, by any person or firm performing or supplying services, materials or supplies in connection with the performance of the Contract;
    - c. any claims or losses to any person, including inmates, injured or property damaged from the acts or omissions of the Public Agency, its officers, its agents, or employees in the performance of this Agreement by the Public Agency;
    - d. claims or losses by any person or firm injured or damaged by the Public Agency, its trustees, officers, agents, or employees by the publication, translation, reproduction, delivery, performance, use or disposition of any data processed under the Agreement in a manner not authorized by the Agreement, or by federal, state, county, or town regulations or statutes;
    - e. any failure by the Public Agency, its officers, agent, or employees to observe the Constitution or laws of the United States, and the State of Oklahoma; and
  2. All costs, reasonable attorney's fees, expenses, and liabilities incurred in or about any such claim, action, or proceeding brought thereon.
  3. Indemnification shall not be applicable to any claim, injury, death, or damage to property arising out of any act or omission on the part of the State, its officials, agents, servants, or independent contractors (other than the Public Agency) who are directly responsible to the State.
  4. In case any action or proceeding is brought against the State by reason of any indemnified claim, the Public Agency, upon notice from the State, shall defend against such action by counsel selected by the Public Agency satisfactory to the State. Said counsel will not enter into any settlement contract with respect to any claim which may affect the State's operation or budget without first obtaining approval of the State.
  5. The parties may cooperate in defending claims filed against any of them jointly provided no conflict of interest exists and the possibility of joint
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liability is alleged. The settlement of any claim shall require the written consent of the State, Department or Board of Corrections, as the case may be, which consent shall not be unreasonably withheld. No such settlement shall be effective without such consent.

6. Defending the State, its officials, agents, and employees, the Public Agency shall advise and consult with the General Counsel's Office of the State and with the Oklahoma Attorney General's Office which may, in its discretion, enter any legal proceeding on behalf of the State, its officials, agents, or employees.
7. The right to indemnification will be in addition to, and not in lieu of, any remedy otherwise available to the State, the Board of Correction, and the Department. Any indemnification obligation is not diminished or limited in any way by the total limits of insurance required to be held by the Contractor. Indemnification of the State, Department or Board shall not be construed to deny the State, Board or Department of any of the benefits of any law that limits exposure to liability or damages and the State, Board and Department do not waive any immunity otherwise extended by law by becoming a named insured or loss payee.
8. In the event that the State, Board or Department is not fully Indemnified as required, in addition to any other remedies available to the State, Board and Department by law or this Contract, the State, Board or Department may set off against any monies owed or accrued to the Public Agency an amount of equal to any liability amount not indemnified by the Public Agency or the State can otherwise claim the same as damages.
9. By entering into the Contract, neither the State nor the Public Agency waives any Immunity defenses, which may be extended to them by operation of law, including limitations on the amount of damages which may be awarded or paid.

DATE OF EXECUTION: 6/21/05

Date 6/21/05

John D. Boulle  
Oklahoma Department of Corrections

Subscribed and sworn to before me this 21 day of June, 2005

My commission expires:  
8/17/08

P. K. Fink

Notary Public: # 0400148

Approved as to form:

Richard Kirby, General Counsel

Date 6-16-05

For the City of McAlester  
Public Agency

W. B. Rayburn

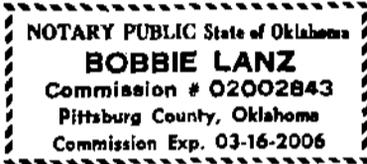
Subscribed and sworn to before me this 16<sup>th</sup> day of June, 2005

My commission expires:

3-16-06

Bobbie Lanz

Notary Public



**PUBLIC WORKS CONTRACT  
 OKLAHOMA DEPARTMENT OF CORRECTIONS  
 CITY OF MCALESTER (PARKS and RECREATION)**

**DATE:**

<b>\$ 0.00</b>		A.	The Cost of Transportation of the prisoners to and from the project.
<b>\$ 0.00</b>		B.	The cost of lodging and food for the prisoners and correctional personnel assigned to the project.
<b>\$ 0.00</b>		C.	The cost of guarding the prisoners.
<b>\$ 0.00</b>		D.	The cost of all tools and materials furnished by the Department.
<b>\$ 120.00</b>		E.	The cost of the salaries of the assigned prisoners in accordance with their level assignment. 6 I/M at a rate of not less than \$10.00 per month, and not to exceed \$20.00 per month
<b>\$ 0.00</b>		F.	Other miscellaneous. (See addendum)
<b>\$ 120.00</b>		<b>SUBTOTAL</b>	
<b>\$ 12.00</b>		<b>PLUS 10%</b>	
<b>\$ 132.00</b>		<b>TOTAL COST PLUS TEN PERCENT TO BE BILLED MONTHLY</b>	

<b>Oklahoma Department of Corrections</b>	<b>Agency Representative</b>
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These costs are provided for in the PPW Act, and if there are none, please put a zero in the line. Any miscellaneous costs may be listed separately in addendum.

<b>PUBLIC WORKS CONTRACT          OKLAHOMA DEPARTMENT OF CORRECTIONS          CITY OF MCALESTER (EXPO CENTER)</b>		
<b>DATE:</b>		
<b>\$</b>		A. The Cost of Transportation of the prisoners to and from the project.
<b>0.00</b>		
<b>\$ 0.00</b>		B. The cost of lodging and food for the prisoners and correctional personnel assigned to the project.
<b>\$ 0.00</b>		C. The cost of guarding the prisoners.
<b>\$ 0.00</b>		D. The cost of all tools and materials furnished by the Department.
<b>\$ 100.00</b>		E. The cost of the salaries of the assigned prisoners in accordance with their level assignment. 6 I/M at a rate of not less than \$10.00 per month, and not to exceed \$20.00 per month
<b>\$ 0.00</b>		F. Other miscellaneous. (See addendum)
<b>\$ 100.00</b>		<b>SUBTOTAL</b>
<b>\$ 10.00</b>		<b>PLUS 10%</b>
<b>\$ 100.00</b>		<b>TOTAL COST PLUS TEN PERCENT TO BE BILLED MONTHLY</b>
<b>Oklahoma Department of Corrections</b>		<b>Agency Representative</b>
<p>These costs are provided for in the PPW Act, and if there are none, please put a zero in the line. Any miscellaneous costs may be listed separately in addendum.</p>		

<b>PUBLIC WORKS CONTRACT          OKLAHOMA DEPARTMENT OF CORRECTIONS          CITY OF MCALESTER (Land Fill)</b>			
<b>DATE:</b>			
<b>\$ 0.00</b>		A.	The Cost of Transportation of the prisoners to and from the project.
<b>\$ 0.00</b>		B.	The cost of lodging and food for the prisoners and correctional personnel assigned to the project.
<b>\$ 0.00</b>		C.	The cost of guarding the prisoners.
<b>\$ 0.00</b>		D.	The cost of all tools and materials furnished by the Department.
<b>\$ 60.00</b>		E.	The cost of the salaries of the assigned prisoners in accordance with their level assignment. 3 I/M at a rate of not less than \$10.00 per month, and not to exceed \$20.00 per month
<b>\$ 0.00</b>		F.	Other miscellaneous. (See addendum)
<b>\$ 60.00</b>		<b>SUBTOTAL</b>	
<b>\$ 6.00</b>		<b>PLUS 10%</b>	
<b>\$ 66.00</b>		<b>TOTAL COST PLUS TEN PERCENT TO BE BILLED MONTHLY</b>	
<b>Oklahoma Department of Corrections</b>		<b>Agency Reperesentative</b>	
<p>These costs are provided for in the PPW Act, and if there are none, please put a zero in the line.            Any miscellaneous costs may be listed separately in addendum.</p>			

**ADDENDUM TO THE PUBLIC WORKS PROJECT CONTRACT  
BY AND BETWEEN THE  
OKLAHOMA DEPARTMENT OF CORRECTIONS AND  
City of McAlester**

(Insert Contract party here)

The contractual agreement originally entered into by and between the Oklahoma Department of Corrections, hereinafter, Department, and the undersigned Oklahoma governmental or political subdivision, City of McAlester, hereinafter, **Public Agency Or** City of McAlester, whose governing body has requested in writing, that prisoners be assigned to a Public Works Project heretofore determined by the Oklahoma Board of Corrections to be of necessity for the public well-being and conducive to rehabilitation and the reduction of the recidivism among the participating prisoners. The original agreement, dated the 26 day of September, 2006, is amended as follows:

1. Term of the Contract:

The term of the original agreement is amended, with the effective date of the agreement continued to the 30 day of June, 2008.  
(the extended tem can be no longer than the last day of the fiscal year.)

DATE OF EXECUTION:

Date: 7-8-07

*Emma Watts*  
for the Oklahoma Department of Corrections

Approved as to form:

Michael T. Oakley, General Counsel

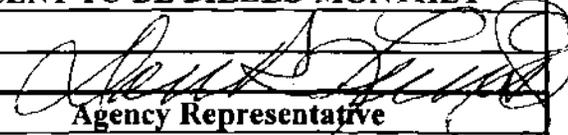
*David R. Lewis*  
for the Public Agency

Subscribed and sworn to before me this 5th day of June 2007

*Cora Mae Middleton*  
Notary Public

My commission expires: 02/23/09  
My commission number is: 01006911

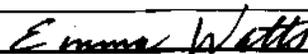
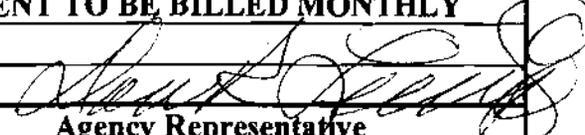


<b>PUBLIC WORKS CONTRACT</b> <b>OKLAHOMA DEPARTMENT OF CORRECTIONS</b> <b>CITY OF MCALESTER (PARKS and RECREATION)</b>			
<b>DATE:</b>			
<b>\$ 0.00</b>		A.	The Cost of Transportation of the prisoners to and from the project.
<b>\$ 132.00</b>		B.	The cost of lodging and food for the prisoners and correctional personnel assigned to the project. Food costs for 6 I/M's at a rate of \$1.00/day/.
<b>\$ 0.00</b>		C.	The cost of guarding the prisoners.
<b>\$ 0.00</b>		D.	The cost of all tools and materials furnished by the Department.
<b>\$ 120.00</b>		E.	The cost of the salaries of the assigned prisoners in accordance with their level assignment. 6 I/M at a rate of not less than \$10.00 per month, and not to exceed \$20.00 per month per inmate
<b>\$ 0.00</b>		F.	Other miscellaneous. (See addendum)
<b>\$ 252.00</b>		<b>SUBTOTAL</b>	
<b>\$ 25.20</b>		<b>PLUS 10%</b>	
<b>\$ 277.00</b>		<b>TOTAL COST PLUS TEN PERCENT TO BE BILLED MONTHLY</b>	
<i>Emma Watts</i> Oklahoma Department of Corrections		 Agency Representative	
These costs are provided for in the PPW Act, and if there are none, please put a zero in the line. Any miscellaneous costs may be listed separately in addendum.			

**PUBLIC WORKS CONTRACT  
 OKLAHOMA DEPARTMENT OF CORRECTIONS  
 CITY OF MCALESTER (Land Fill)**

**DATE:**

\$ 0.00		A.	The Cost of Transportation of the prisoners to and from the project.
\$ 0.00		B.	The cost of lodging and food for the prisoners and correctional personnel assigned to the project.
\$ 0.00		C.	The cost of guarding the prisoners.
\$ 0.00		D.	The cost of all tools and materials furnished by the Department.
\$ 60.00		E.	The cost of the salaries of the assigned prisoners in accordance with their level assignment. 3 I/M at a rate of not less than \$10.00 per month, and not to exceed \$20.00 per month per inmate.
\$ 0.00		F.	Other miscellaneous. (See addendum)
\$ 60.00		<b>SUBTOTAL</b>	
\$ 6.00		<b>PLUS 10%</b>	
\$ 66.00		<b>TOTAL COST PLUS TEN PERCENT TO BE BILLED MONTHLY</b>	

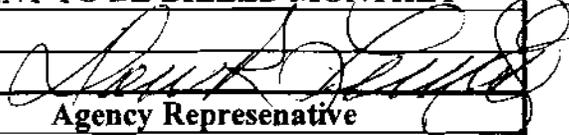
 Oklahoma Department of Corrections	 Agency Representative
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These costs are provided for in the PPW Act, and if there are none, please put a zero in the line. Any miscellaneous costs may be listed separately in addendum.

**PUBLIC WORKS CONTRACT  
 OKLAHOMA DEPARTMENT OF CORRECTIONS  
 CITY OF MCALESTER (EXPO CENTER)**

**DATE:**

\$ 0.00		A.	The Cost of Transportation of the prisoners to and from the project.
\$ 110.00		B.	The cost of lodging and food for the prisoners and correctional personnel assigned to the project. Food costs for 5 I/M's at a rate of \$1.00/day.
\$ 0.00		C.	The cost of guarding the prisoners.
\$ 0.00		D.	The cost of all tools and materials furnished by the Department.
\$ 100.00		E.	The cost of the salaries of the assigned prisoners in accordance with their level assignment. 5 I/M at a rate of not less than \$10.00 per month, and not to exceed \$20.00 per month per inmate.
\$ 0.00		F.	Other miscellaneous. (See addendum)
\$ 210.00		<b>SUBTOTAL</b>	
\$ 21.00		<b>PLUS 10%</b>	
\$ 231.00		<b>TOTAL COST PLUS TEN PERCENT TO BE BILLED MONTHLY</b>	

<i>Emma Watts</i> Oklahoma Department of Corrections	 Agency Representative
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These costs are provided for in the PPW Act, and if there are none, please put a zero in the line. Any miscellaneous costs may be listed separately in addendum.

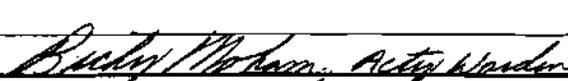
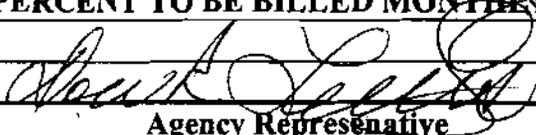
## **ADDENDUM TO PUBLIC WORKS CONTRACT**

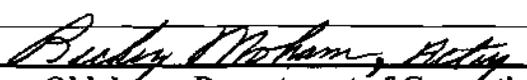
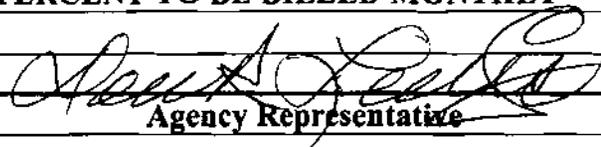
### **INDEMNIFICATION**

A. Without waiving any defense or immunity, and subject to the Oklahoma Tort Claims Act, the Public Agency agrees to bear all expenses, fines, judgments, and cost(s), including its own attorney fees, which may arise from any and all acts of its officials, agents, and employees in relation to the performance or nonperformance of the Agreement.

B. Without waiving any defense or immunity, and subject to the Oklahoma Tort Claims Act, the Department agrees to bear all expenses, fines, judgments, and cost(s), including its own attorney fees, which may arise from any and all acts of its officials, agents, and employees in relation to the performance or nonperformance of the Agreement



PUBLIC WORKS CONTRACT OKLAHOMA DEPARTMENT OF CORRECTIONS CITY OF MCALESTER (EXPO CENTER)			
<b>DATE:</b>			
\$ 0.00		A.	The Cost of Transportation of the prisoners to and from the project.
\$ 110.00		B.	The cost of lodging and food for the prisoners and correctional personnel assigned to the project. Food costs for 5 I/M's at a rate of \$1.00/day.
\$ 0.00		C.	The cost of guarding the prisoners.
\$ 0.00		D.	The cost of all tools and materials furnished by the Department.
\$ 100.00		E.	The cost of the salaries of the assigned prisoners in accordance with their level assignment. 5 I/M at a rate of not less than \$10.00 per month, and not to exceed \$20.00 per month per inmate.
\$ 0.00		F.	Other miscellaneous. (See addendum)
\$ 210.00		<b>SUBTOTAL</b>	
\$ 21.00		<b>PLUS 10%</b>	
\$ 231.00		<b>TOTAL COST PLUS TEN PERCENT TO BE BILLED MONTHLY</b>	
 Oklahoma Department of Corrections		 Agency Representative	
These costs are provided for in the PPW Act, and if there are none, please put a zero in the line. Any miscellaneous costs may be listed separately in addendum.			

PUBLIC WORKS CONTRACT OKLAHOMA DEPARTMENT OF CORRECTIONS CITY OF MCALESTER (PARKS and RECREATION)			
<b>DATE:</b>			
\$ 0.00		A.	The Cost of Transportation of the prisoners to and from the project.
\$ 132.00		B.	The cost of lodging and food for the prisoners and correctional personnel assigned to the project. Food costs for 6 I/M's at a rate of \$1.00/day/.
\$ 0.00		C.	The cost of guarding the prisoners.
\$ 0.00		D.	The cost of all tools and materials furnished by the Department.
\$ 120.00		E.	The cost of the salaries of the assigned prisoners in accordance with their level assignment. 6 I/M at a rate of not less than \$10.00 per month, and not to exceed \$20.00 per month per inmate
\$ 0.00		F.	Other miscellaneous. (See addendum)
\$ 252.00		<b>SUBTOTAL</b>	
\$ 25.20		<b>PLUS 10%</b>	
\$ 277.00		<b>TOTAL COST PLUS TEN PERCENT TO BE BILLED MONTHLY</b>	
 <b>Buddy Norman, Acting</b> <b>Oklahoma Department of Corrections</b>		 <b>Agency Representative</b>	
<p>These costs are provided for in the PPW Act, and if there are none, please put a zero in the line.            Any miscellaneous costs may be listed separately in addendum.</p>			



# McAlester City Council

## AGENDA REPORT

<b>Meeting Date:</b>	<u>April 13, 2009</u>	<b>Item Number:</b>	<u>8</u>
<b>Department:</b>	<u>City Clerk</u>	<b>Account Code:</b>	<u></u>
<b>Prepared By:</b>	<u>Cora Middleton</u>	<b>Budgeted Amount:</b>	<u></u>
<b>Date Prepared:</b>	<u>April 3, 2009</u>	<b>Exhibits:</b>	<u>One</u>

### Subject

Consider, and act upon, a Resolution directing filing and notification of the Publication of Biennial Supplements to the McAlester City Code of 1972.

### Recommendation

Motion to approve a resolution to direct the filing and notification of the Publication of Biennial Supplements to the McAlester City Code of 1972.

### Discussion

Biennial Supplement No. 14 contains all codified information for the year 2007 approved Ordinances. Section 14-110 of Title 11 of the Oklahoma State Statute requires a Resolution notifying the public of the publication of biennial supplements be adopted by the City Council. Section 14-109 and 14-110 of the Oklahoma State Statute requires publication of biennial supplements to the permanent volume of compiled penal ordinances and that a copy of such supplements be deposited with the County Law Library and the County Clerk.

### Approved By

	<i>Initial</i>	<i>Date</i>
<b>Department Head</b>	<u>CM</u>	<u>04/03/09</u>
<b>City Manager</b>	<u>MBR</u>	<u>04/06/09</u>

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION DIRECTING FILING AND NOTIFICATION OF THE PUBLICATION OF BIENNIAL SUPPLEMENTS TO THE McALESTER CITY CODE OF 1972.

\* \* \* \* \*

**WHEREAS**, the City of McAlester contracted with the Municipal Code Corporation to prepare biennial supplements to the City of McAlester Code of Ordinances; and

**WHEREAS**, one such supplement has been prepared in compliance with the contract dated November 13, 1972; and

**WHEREAS**, the City is required to publish biennial supplements to its permanent volume of compiled penal ordinances and to deposit a copy of the supplements with the County Law Library pursuant to Sections 14-109 and 14-110 of Title 11 of the Oklahoma Statutes; and

**WHEREAS**, the City is required to adopt a Resolution notifying the public of the publication of biennial supplements pursuant to Section 14-110 of Title 11 of the Oklahoma Statutes and to file a copy of the Resolution in the Office of the County Clerk.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF McALESTER:**

**THAT** the public is hereby notified of the publication of this biennial supplement to the McAlester City Code of 1972 and that copies of the supplement are available for review in the Office of the City Clerk; and

**THAT** the City Clerk shall cause to be filed one copy of this Resolution with the Office of the County Clerk of Pittsburg County; and

**THAT** the City Clerk shall cause to be filed one copy of this Resolution and one copy of the supplement to the McAlester City Code with the Law Library of Pittsburg County; and

**THAT** the City Clerk shall keep at least three (3) copies of the McAlester City Code of 1972 as updated by the supplements in the Office of the City Clerk for public use, inspection and examination.

**ADOPTED** this \_\_\_\_\_ day of April 2009, by the Mayor and City Council of the City of McAlester.

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

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

**ATTEST:**

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

Council Chambers  
Municipal Building  
March 24, 2009

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

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

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

- **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)* In the amount of \$6,048.60

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

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

Chairman Priddle declared the motion carried.

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

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

Chairman Priddle declared the motion carried.

ATTEST:

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

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

Council Chambers  
Municipal Building  
March 24, 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 18, 2009.

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

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

- **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*) In the amount of \$351,532.73.
- **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*)

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

AYE: Trustees Fiedler, Condit, Browne, 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. Wilkinson. The vote was taken as follows:

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

Chairman Priddle declared the motion carried.

ATTEST:

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Kevin Priddle, Chairman

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Cora Middleton, Secretary