



McAlester City Council

NOTICE OF MEETING

Amended

Regular Meeting Agenda

Tuesday, August 25, 2009 – 6:00 pm
McAlester City Hall – Council Chambers
28 E. Washington

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

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

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

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

CALL TO ORDER

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

- Stephanie Swinnea, Pastor, All Saints Episcopal Church

ROLL CALL

CITIZENS COMMENTS ON NON-AGENDA ITEMS

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

CONSENT AGENDA

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

Consent Agenda and will be considered separately.

- A. **Approval of the Minutes from the July 28, 2009, Regular Meeting of the McAlester City Council.** *(Cora Middleton, City Clerk)*
- B. **Approval of the Minutes from the July 30, 2009, Special Meeting of the McAlester City Council.** *(Cora Middleton, City Clerk)*
- C. **Approval of the Minutes from the August 11, 2009, Regular Meeting of the McAlester City Council.** *(Cora Middleton, City Clerk)*
- D. **Concur with Mayor's reappointment of Sabra Tate to the Tree Board for a term that expires September, 2011.** *(Kevin E. Priddle, Mayor)*
- E. **Concur with Mayor's reappointment of Theo Webb to the Tree Board for a term that expires September, 2011.** *(Kevin E. Priddle, Mayor)*
- F. **Concur with Mayor's reappointment of Ted Evicks to the Tree Board for a term that expires September, 2011.** *(Kevin E. Priddle, Mayor)*
- G. **Concur with Mayor's appointment of Marsha Green to the Tree Board for a term that expires September, 2011.** *(Kevin E. Priddle, Mayor)*
- H. **Concur with Mayor's appointment of Karen Harrison to the Tree Board for a term that expires September, 2010.** *(Kevin E. Priddle, Mayor)*
- I. **Accept and Place on File the Oklahomans for Independent Living Report for the Months of May and June, 2009.** *(Mike Ward, Executive Director, Oklahomans for Independent Living)*
- J. **Approval of Claims for ending June 30, 2009.** *(Gayla Duke, City Financial Officer)*
- K. **Approval of Claims for August 12, 2009 through August 25, 2009.** *(Gayla Duke, City Financial Officer)*
- L. **Approval of Claims for August 12, 2009 through August 25, 2009.** *(Gayla Duke, City Financial Officer)*

ITEMS REMOVED FROM CONSENT AGENDA

PUBLIC HEARING

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

SCHEDULED BUSINESS

1. **Presentation of the "Yard of the Month".** *(Kevin E. Priddle, Mayor and J. T. Collier, President of Pride-in-McAlester)*

Executive Summary

This agenda item involves the naming of a "Yard of the Month".

- 2. Presentation of the Mayor's Monthly Financial Report through July 31, 2009.** *(Kevin E. Priddle, Mayor)*

Executive Summary

This agenda item involves the financial report through July 31, 2009.

- 3. Consider, and act upon, an Agreement with Oklahomans for Independent Living regarding services to people with disabilities.** *(Mike Ward, Executive Director, Oklahomans for Independent Living)*

Executive Summary

This agenda item involves an agreement with the Oklahomans for Independent Living for fiscal year 2009/2010.

- 4. Consider, and act upon, authorizing the Mayor to sign an agreement with Advanced Data Processing, Inc. (d/b/a Intermedix-ADPI) for rescue ambulance billing and related professional services.** *(Harold Stewart, Fire Chief)*

Executive Summary

This agenda item involves an agreement to engage Advanced Data Processing, Inc. d/b/a Intermedix-ADPI to conduct EMS billings and collection.

- 5. Consider, and act upon, McAlester Main Street Program request to hold a car show, cruise night and burn out activity on October 10, 2009.** *(Donny Lenington, Executive Director, McAlester Main Street Program)*

Executive Summary

This agenda item involves a request to hold a Cruise Night and other activities on October 10, 2009.

- 6. Consider, and act upon, authorizing the Mayor to sign an Equipment Maintenance Agreement with BizTel Communications for the McAlester EXPO Center.** *(Mark B. Roath, City Manager)*

Executive Summary

This agenda item involves an equipment maintenance agreement with BizTel for communications equipment at the McAlester EXPO Center.

- 7. Consider, and act upon, authorizing the Mayor to sign a Ratification of Lease No. 118 with First National Bank and Trust Company, McAlester, Oklahoma, for equipment at the McAlester EXPO Center.** *(Sherry Alessi, Assistant Chief Financial Officer)*

Executive Summary

This agenda item involves ratifying and confirming a Lease Purchase entered into with First National Bank & Trust Company in September, 2002, for certain equipment at the McAlester EXPO Center.

- 8. Consider, and act upon, waiving the bidding procedure for the purchase of Skate Park equipment.** *(Mel Priddy, Community Services Director)*

Executive Summary

This agenda item involves declaring "sole source" a certain vendor for the purpose of purchasing skate park equipment for Connally Park.

- 9. Discussion, and possible action, on legislation to create a local bidder preference.** *(Chris Fiedler, City Councilmember)*

Executive Summary

This agenda item involves a discussion regarding potential legislation to establish a "local preference" in bidding.

10. **Discussion, and possible action, on setting a public hearing to get citizen input on setting priorities for the future.** *(John Browne, City Councilmember)*

Executive Summary

This agenda item involves setting a date for a public hearing to obtain citizen input in setting City priorities for the future.

11. **Consider, and act upon, a Resolution declaring certain buildings as dangerous by reason of dilapidation and a detriment to the welfare of the public and community.** *(Dennis Lalli, Building Inspector)*

Executive Summary

This agenda item involves the declaring the building at 2 E. Cherokee as "dilapidated and a detriment to the public welfare."

12. **Consider and act upon, a Utilities Extension Agreement with Mr. Fred Ettner to participate in the cost of extending 317 linear feet of sewer main on the 14th Street and Village Boulevard Utility Extensions, Project No. MC-09-01.** *(David Medley, Utilities Director)*

Executive Summary

This agenda item involves a utilities extension agreement with Fred Ettner.

13. **Consider and act upon, an agreement with Mr. Kenneth Beale to obtain a 15 foot wide utility easement in Townsite Addition No. 4 for the South 69 Bypass Sewer Extension Project, Project No. MC-09-04.** *(David Medley, Utilities Director)*

Executive Summary

This agenda item involves a utilities easement agreement with Kenneth Beale.

14. **Consider and act upon, an agreement with Mr. Kenneth Sherrill to obtain a 15 foot wide utility easement in Townsite Addition No. 4 for the South 69 Bypass Sewer Extension Project, Project No. MC-09-04.** *(David Medley, Utilities Director)*

Executive Summary

This agenda item involves a utilities easement agreement with Kenneth Sherrill.

15. **Consider and act upon, an agreement with Lakewood Christian Church to obtain a 15 foot wide utility easement in Townsite Addition No. 4 for the South 69 Bypass Sewer Extension Project, Project No. MC-09-04.** *(David Medley, Utilities Director)*

Executive Summary

This agenda item involves a utilities easement agreement with Lakewood Christian Church.

16. **Consider, and act upon, a request by the Italian Festival Foundation to waive the rental fee for the use of the Southeast EXPO Center for the 2010 Annual Italian Festival by partnering with them in the amount of \$2,125.00.** *(Chris Fiedler, Councilmember and Jerry Lynn Wilson, EXPO Manager)*

Executive Summary

This agenda item involves an EXPO Center partnering request by the Italian Festival Foundation.

17. **Discussion, and possible action, on supporting the part of the additional cost for site work related to the new fire station from the City's portion of the quarter cent excise tax (sales tax) for fire services.** *(Harold Stewart, Fire Chief)*

Executive Summary

This agenda item involves a request by the Choctaw Nation of Oklahoma for the City to partially fund site work for the new fire station.

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 August 11, 2009, Regular Meeting of the McAlester Airport Authority.** *(Cora Middleton, City Clerk)*
- **Confirm action taken on City Council Agenda Item J regarding the Claims ending June 30, 2009.** *(Gayla Duke, Chief Financial Officer)*
- **Confirm action taken on City Council Agenda Item K regarding the Claims for the period of August 12, 2009 through August 25, 2009.** *(Gayla Duke, Chief Financial Officer)*

ADJOURN MAU**CONVENE AS McALESTER PUBLIC WORKS AUTHORITY**

Majority of a Quorum required for approval

- **Approval of the Minutes from the August 11, 2009, Regular Meeting of the McAlester Public Works Authority.** *(Cora Middleton, City Clerk)*
- **Confirm action taken on City Council Agenda Item J regarding the Claims ending June 30, 2009.** *(Gayla Duke, Chief Financial Officer)*
- **Confirm action taken on City Council Agenda Item K regarding the Claims for the period of August 12, 2009 through August 25, 2009.** *(Gayla Duke, Chief Financial Officer)*
- **Confirm action taken on City Council Agenda Item 9 regarding legislation to create a local bidder preference.** *(Chris Fiedler, City Councilmember)*
- **Confirm action taken on City Council Agenda Item 10 regarding setting a public hearing to get citizen input on setting priorities for the future.** *(John Browne, City Councilmember)*
- **Confirm action taken on City Council Agenda Item 12 regarding a Utilities Extension Agreement with Mr. Fred Ettner to participate in the cost of extending 317 linear feet of sewer main on the 14th Street and Village Boulevard Utility Extensions, Project No. MC-09-01.** *(David Medley, Utilities Director)*
- **Confirm action taken on City Council Agenda Item 13 regarding Consider and act upon, an agreement with Mr. Kenneth Beale to obtain a 15 foot wide utility easement in Townsite**

Addition No. 4 for the South 69 Bypass Sewer Extension Project, Project No. MC-09-04.
(David Medley, Utilities Director)

- **Confirm action taken on City Council Agenda Item 14 regarding Consider and act upon, an agreement with Mr. Kenneth Sherrill to obtain a 15 foot wide utility easement in Townsite Addition No. 4 for the South 69 Bypass Sewer Extension Project, Project No. MC-09-04.** *(David Medley, Utilities Director)*
- **Confirm action taken on City Council Agenda Item 15 regarding Consider and act upon, an agreement with Lakewood Christian Church to obtain a 15 foot wide utility easement in Townsite Addition No. 4 for the South 69 Bypass Sewer Extension Project, Project No. MC-09-04.** *(David Medley, Utilities Director)*

ADJOURN MPWA

CONVENE AS McALESTER RETIREMENT TRUST AUTHORITY

Majority of a Quorum required for approval

- **Approval of the Minutes from the July 28, 2009, Regular Meeting of the McAlester Retirement Trust.** *(Cora Middleton, City Clerk)*
- **Approval of Retirement Benefit Payments for the period of September, 2009.** *(Gayla Duke, Chief Financial Officer)*

ADJOURN MRTA

RECONVENE COUNCIL MEETING

ADJOURNMENT

CERTIFICATION

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

Cora M. Middleton, City Clerk

Council Chambers
Municipal Building
August 11, 2009

The McAlester City Council met in regular session on Tuesday, August 11, 2009, at 6:00 P.M. after proper notice and agenda was posted, August 4, 2009, at 9:11 A.M.

CALL TO ORDER

Mayor Priddle called the meeting to order.

INVOCATION & PLEDGE OF ALLEGIANCE

- **J.T. Carnell, Pastor of the Church of the Nazarene**

ROLL CALL

Council Roll Call was as follows:

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

Absent: Donnie Condit

Presiding: Kevin E. Priddle, Mayor

Staff Present: Mark Roath, City Manager; Mel Priddy, Community Services Director; Dave Medley, Utilities Director; John Modzelewski, Public Works Director/City Engineer, William J. Ervin, Jr., City Attorney and Cora Middleton, City Clerk

Mayor Priddle urged all citizens that had not voted in the Special Election to go vote.

Manager Roath introduced Mr. John Modzelewski as the new Public Works Director and City Engineer.

CITIZENS' COMMENTS ON NON-AGENDA ITEMS

None

CONSENT AGENDA

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

- Approval of the Minutes from the July 14, 2009, Regular Meeting of the McAlester City Council.** *(Cora Middleton, City Clerk)*
- Approval of Claims ending Jun 30, 2009.** *(Sherry Alessi, Assistant City Financial Officer)* In the following amounts: General Fund - \$7,912.02 and E-911 - \$54,444.54.

- C. **Approval of Claims for July 29, 2009 through August 11, 2009.** (*Sherry Alessi, Assistant City Financial Officer*) In the following amounts: General Fund - \$138,081.19; Nutrition - \$672.75; State Forfeiture Fund - \$41,202.13; S Expo Ctr/Tourism Fund - \$8,339.50; E-911 - \$2,070.42 and Economic Development - \$44,424.00.

Councilman Fiedler requested that items "B and C" be removed for individual consideration. Councilman Mason requested that item "A" be removed for individual consideration.

ITEMS REMOVED FROM CONSENT AGENDA

- A. **Approval of the Minutes from the July 14, 2009, Regular Meeting of the McAlester City Council.** (*Cora Middleton, City Clerk*)

Councilman Fiedler moved to approve the Minutes from the July 14, 2009, Regular Meeting of the McAlester City Council. The motion was seconded by Councilman Browne.

Before the vote, Councilman Mason commented that on page two (2) of the minutes the following corrections needed to be made. Where it read, "Councilman Mason requested that item "D" be removed for individual consideration." it should have read item "B", and the motion should have been to approve items "A and C through K." There was no further discussion and the vote was taken as follows:

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

Mayor Priddle declared the motion carried.

- B. **Approval of Claims ending Jun 30, 2009.** (*Sherry Alessi, Assistant City Financial Officer*) In the following amounts: General Fund - \$7,912.02 and E-911 - \$54,444.54.

Vice-Mayor Garvin moved to approve the claims ending June 30, 2009. The motion was seconded by Councilman Browne.

Before the vote, Councilman Fiedler asked about the payment to Tulsa Freightliner. Manager Roath commented that he believed that it was for repair on one of the new trash trucks and that it was for damage that occurred at the landfill.

Councilman Mason inquired about the purchases from White Electrical and the purchase of the E-911 furniture. He suggested that the payments be held for the City Attorney to review to verify that they complied with the purchasing policies of the City of McAlester. Mr. Roath stated that the first three (3) purchases from White Electrical had been made on July 8 and the fourth purchase had been the result of that vendor having the lowest quote. Manager Roath commented that the purchase of the furniture had been previously approved by the Council.

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

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

Mayor Priddle declared the motion carried.

C. Approval of Claims for July 29, 2009 through August 11, 2009. (*Sherry Alessi, Assistant City Financial Officer*) In the following amounts: General Fund - \$135,581.19; Nutrition - \$672.75; State Forfeiture Fund - \$41,202.13; S Expo Ctr/Tourism Fund - \$8,339.50; E-911 - \$2,070.42 and Economic Development - \$26,103.25.

Councilman Wilkinson moved to approve claims for July 29, 2009 through August 11, 2009. The motion was seconded by Councilman Fiedler.

Before the vote, Councilman Fiedler inquired about the payment to Skyway Communications and the payment to Tulsa Freightliner. Manager Roath commented that he did not have the information but he would obtain it and get back to the Councilman.

Councilman Mason asked about the payments to Sequoyah Engineering. David Medley answered that the payments were for tests that had been ran for the various industries. He added that those industries had been billed for reimbursement.

Councilman Mason then inquired about the payment to MEDS and the City Attorney. He commented that vendors should not be paid before services were rendered. There was a brief discussion between Mayor Priddle, Councilman Mason, Councilman Browne, Manager Roath and Mr. Ervin regarding when invoices are submitted and payment is rendered. It was decided that the August MEDS payment and City Attorney's August payment would be held until final claims of the month.

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

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

NAY: None

Mayor Priddle declared the motion carried.

PUBLIC HEARING

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

Councilman Fiedler moved to open a Public Hearing to discuss an Ordinance amending Ordinance No. 2337 which established the budget for fiscal year 2009-2010. The motion was seconded by Councilman Wilkinson. There was no discussion and the vote was taken as follows:

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

NAY: None

Mayor Priddle declared the motion carried, and the Public Hearing was opened at 6:26 P.M.

- **Public Hearing: An Ordinance amending Ordinance No. 2337 which established the budget for fiscal year 2009-2010; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency**

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

Councilman Wilkinson moved to close the Public, seconded by Councilman Browne. There was no discussion, and the vote was taken as follows:

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

NAY: None

Mayor Priddle declared the motion carried and the Public Hearing was closed at 6:27 P.M.

SCHEDULED BUSINESS

1. **Consider, and act upon, a request by Make a Difference Day Committee for the City to designate Saturday, October 24, 2009, as Make a Difference Day in McAlester.**
(Maureen Harrison, Petitioner)

Executive Summary

This agenda item involves declaring October 24, 2009 as "Make a Difference Day."

Councilman Browne moved to approve the request by Make a Difference Day Committee for the City to designate Saturday, October 24, 2009, as Make a Difference Day in McAlester. The motion was seconded by Councilman Fiedler.

Before the vote, Ms. Harrison addressed the Council stating that Saturday, October 24, 2009 was National Make a Difference Day. She thanked the Council for their support in the past and looked forward to working with them in the future.

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

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

NAY: None

Mayor Priddle declared the motion carried.

2. **Consider, and act upon, a Resolution supporting the participation in the 2009 Oklahoma Main Street Program with the goal of revitalizing the Historic Central Business District.** *(Donny Lenington, Executive Director, McAlester Main Street)*

Executive Summary

This agenda item involves a Resolution supporting the McAlester Main Street Program.

Councilman Browne moved to approve RESOLUTION NO. 09-12, supporting the 2009 participation of the Oklahoma Main Street Program. The motion was seconded by Councilman Fiedler.

Before the vote Manager Roath explained that this was the yearly resolution showing the support for the Main Street Program by the City of McAlester. He added that they needed this to submit to the State as one of the qualification requirements.

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

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

NAY: None

Mayor Priddle declared the motion carried.

3. **Consider, and act upon, authorizing the Mayor to sign a lease agreement with EASTOK for corporate hanger #30 at the McAlester Municipal Airport for a period of one year. (Mel Priddy, Community Services Director)**

Executive Summary

This agenda item involves the lease of a City owned airport hangar to EASTOK for \$1,700.00 per month.

Vice-Mayor Garvin moved to authorize the Mayor to sign a lease agreement with EASTOK for corporate hanger #30 at the McAlester Municipal Airport for a period of one year. The motion was seconded by Councilman Fiedler.

Before the vote, Mel Priddy stated that this would authorize the Airport to enter into a one year lease with Eastok. There was a brief discussion concerning which hangar this lease was for and what the lease payments would be. There was no further discussion, and the vote was taken as follows:

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

NAY: None

Mayor Priddle declared the motion carried.

4. **Consider, and act upon, a donation of \$90,000.00 by Bob Wallace to the Community Services Department for improvements to and completion of the skateboard park in Connally Park. (Mel Priddy, Community Services Director)**

Executive Summary

This agenda item involves a \$90,000 private donation, over five years, by Bob Wallace for the construction of a skateboard facility in Connally Park.

Councilman Browne moved to accept the donation of \$90,000.00 by Bob Wallace to the Community Services Department for improvements to and completion of the skateboard park in Connally Park. The motion was seconded by Councilman Wilkinson.

Before the vote, Mel Priddy expressed his appreciation to Mr. Wallace for his generosity of the donation to complete the Skate Park. He explained that this should help to finish the Park, add new restroom facilities, build a picnic shelter, install a new water fountain and install a mister to

help with the heat. There was a brief discussion regarding the drafting of a memorandum of understanding concerning the requirements of the donation and presenting some form of recognition for the donation to Mr. Wallace. There was no further discussion, and the vote was taken as follows:

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

Mayor Priddle declared the motion carried.

5. **Consider, and act upon, an Ordinance amending Ordinance No. 2327 which established the budget for fiscal year 2009-2010; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. (Mark B. Roath, City Manager)**

Executive Summary

This agenda item involves a budget amendment for certain proposed expenditures not funded in the adopted budget for this fiscal year.

ORDINANCE NO. 2330

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

Councilman Fiedler moved to approve **ORDINANCE NO. 2330**, to amend the 2009-2010 Fiscal Year Budget. The motion was seconded by Vice-Mayor Garvin.

Before the vote, Manager Roath reviewed the exhibits for the amendment.

Councilman Mason commented that he appreciated the donation for the Skate Park and recommended that the monies be placed into a separate fund to allow for better management.

Manager Roath stated that at the advice of the Auditor a line item for donations had been setup to help track activity.

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

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

Mayor Priddle declared the motion carried.

Councilman Browne moved for approval of the EMERGENCY CLAUSE, seconded by Councilman Fiedler. There was no further discussion, and the vote was taken as follows:

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

NAY: None

Mayor Priddle declared the motion carried.

6. **Consider, and act upon, Change Order No. 2 for the 2008 Water Treatment Plant Modifications Enhanced Coagulation Project with Northern Equipment Co., Inc. of Grove, Oklahoma.** *(David Medley, Utilities Director)*

Executive Summary

This agenda item involves a Change Order reconciling the final quantities and results in a subtraction of \$136.80 to the Contract amount.

Vice-Mayor Garvin moved to approve Change Order No. 2 for the 2008 Water Treatment Plant Modifications Enhanced Coagulation Project with Northern Equipment Co., Inc. of Grove, Oklahoma. The motion was seconded by Councilman Browne.

Before the vote, David Medley explained that this Change Order reconciled the final quantities for the project by the deduction of 18 linear feet of clarifier concrete repair and lowered the to Contract price by \$136.80, leaving a total of \$778,390.04.

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

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

NAY: None

Mayor Priddle declared the motion carried.

7. **Consider, and act upon, the final Contractor's Pay Estimate No. 9 for the 2008 Water Treatment Plant Modifications Enhanced Coagulation Project.** *(David Medley, Utilities Director)*

Executive Summary

This agenda item involves the final pay estimate for the "WTP Modifications Enhanced Coagulation Project."

Councilman Fiedler moved to approve the final Contractor's Pay Estimate No. 9 for the 2008 Water Treatment Plant Modifications Enhanced Coagulation Project. The motion was seconded by Councilman Wilkinson.

Before the vote, David Medley addressed the Council explaining that the 2008 Water Treatment Plant Modification s Enhanced Coagulation Project had been completed with the Contractor of the Project confirming that all deficiencies associated with the Project had been completed as well. He added that the close out documents included a notarized written warranty letter for one (1) year effective from the date of completion.

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

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

NAY: None

Mayor Priddle declared the motion carried.

8. **Consider, and act upon, Change Order No. 1 for the 14th St. & Village Blvd. Utility Extensions Project with Bravo Construction Inc. of Wilburton, Oklahoma.** (*David Medley, Utilities Director*)

Executive Summary

This agenda item involves a change order of an additional \$20,629.45 for the above project.

Councilman Browne moved to approve Change Order No. 1 for the 14th St. & Village Blvd. Utility Extensions Project with Bravo Construction Inc. of Wilburton, Oklahoma. The motion was seconded by Councilman Fiedler.

Before the vote, David Medley stated that this Change Order adjusted several items in the Original Contract, to meet the agreement requirements of the property owners, which had been previously approved by the Council on July 14, 2009. He added that this included 317 linear feet of 8-inch sewer main for \$9,629.45 which had been verbally agreed to be repaid to the City in a 100% participation agreement by a local Developer.

Councilman Mason asked if the individual that had requested additional sewer line had submitted payment for 100 % participation by the local Developer. Mr. Medley answered that the check had been received and was on file with the Assistant City Finance Officer.

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

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

NAY: None

Mayor Priddle declared the motion carried.

9. **Consider, and act upon, a renewal of the Business Customer Service Agreement for one year with United States Cellular Corporation related to wireless communication service.** (*Mark B. Roath, City Manager*)

Executive Summary

This agenda item involves a one year renewal of cellular telephone service with U.S. Cellular Corporation.

Councilman Fiedler moved to approve the renewal of the Business Customer Service Agreement for one year with United States Cellular Corporation related to wireless communication service. The motion was seconded by Vice-Mayor Garvin.

Before the vote, Manager Roath explained that this was to renew the contract for wireless communication service for one (1) year as was per the terms of the original agreement. He added that this would be at no additional cost to the City. There was no other discussion, and the vote was taken as follows:

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

NAY: None

Mayor Priddle declared the motion carried.

10. **Consider, and act upon, an Agreement for Engineering Services with Meshek & Associates, Inc. for Phase II Stormwater Management Program, Years 4 and 5, for the City of McAlester to meet DEQ requirements.** (*John Modzelewski, Public Works Director/City Engineer*)

Executive Summary

This agenda item involves Phase II, Stormwater Management Program.

Councilman Fiedler moved to approve an Agreement for Engineering Services with Meshek & Associates, Inc. for Phase II Stormwater Management Program, Years 4 and 5, for the City of McAlester to meet DEQ requirements. The motion was seconded by Councilman Wilkinson.

Before the vote, John Modzelewski explained that this would allow the consultant to complete year four (4) and five (5) of the current five (5) year permit, and do the application for the next five (5) year permit that would be coming up in 2010. There was no other discussion, and the vote was taken as follows on the remaining property:

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

NAY: None

Mayor Priddle declared the motion carried.

NEW BUSINESS

None

CITY MANAGER'S REPORT

Manager Roath expressed his appreciation to all the citizens that did vote no matter how they voted. He briefly explained the two (2) propositions. He then announced that the new CFO would begin on Monday, August 17th.

REMARKS AND INQUIRIES BY CITY COUNCIL

Councilman Fiedler congratulated Shared Blessings for their Back to School Backpack program. He stated that there had been approximately one thousand (1000) backpacks made up and the last he heard they only had about twenty (20) left. He commented that he had been contacted by a local businessman concerning his water bill and he had informed the individual to contact Mr. Roath to discuss the matter. Councilman Fiedler announced that the production crew for the series "Saving Grace" would be in town filming for a later episode.

Councilman Browne commented on the low turn out for the Special Election and that it could be possible that this election could be decided by as few as five hundred (500) voters.

Councilman Wilkinson reminded everyone that school was back in session and to be careful around the schools. He also reported that the Prison Rodeo was taking place this weekend and he urged everyone to go out and support this activity.

Vice-Mayor Garvin also commented on the low turn out of voters. He thanked everyone involved in getting the fire hydrants painted in Fifth Ward. He then commented on the signage at the Industrial Park and stated that it was a very nice sign. He further stated that while watching the Fox 23 broadcast he had been surprised at the comment by the newscasters about not realizing how much McAlester had to offer.

Councilman Mason commented that voter apathy was a nation wide problem.

Mayor Priddle stated that he was very pleased with the sign at the Industrial Park. He also mentioned the Prison Rodeo and how ticket sales were up 35% over what they had been last year. He urged everyone to attend, and promised that it would be a very good time. He commented that the City was beginning to look very good. Mayor Priddle added that an Irish film crew was in town filming various attractions in the area. He reported that the housing addition of Legends at Hickory Ridge was a very nice addition and appeared to be almost filled.

RECESS COUNCIL MEETING

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

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

Mayor Priddle declared the motion carried, and the Regular Meeting was recessed at 7:02 P.M.

RECONVENE COUNCIL MEETING

The Regular Meeting was reconvened at 7:04 P.M.

ADJOURNMENT

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

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

Mayor Priddle declared the motion carried, and the meeting was adjourned at 7:05 P.M.

ATTEST:

Kevin E. Priddle, Mayor

Cora Middleton, City Clerk

The McAlester City Council met in regular session on Tuesday, July 28, 2009, at 6:00 P.M. after proper notice and agenda was posted, July 23, 2009, at 4:00 P.M.

CALL TO ORDER

Mayor Priddle called the meeting to order.

INVOCATION & PLEDGE OF ALLEGIANCE

- **Brandon Parker, New Life 4 Today Ministry**

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; Pete Stasiak, Planning & Community Development
Director; Harold Stewart, Fire Chief, Mel Priddy, Community Services Director;
Jim Lyles, Police Chief; 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 Claims ending June 30, 2009.** (*Sherry Alessi, Assistant City Financial Officer*) In the following amounts: General Fund - \$39,090.71; SE Expo Ctr/Tourism Fund - \$1,916.59 and E-911 - \$4,149.39.
- B. Approval of Claims for July 15, 2009 through July 28, 2009.** (*Sherry Alessi, Assistant City Financial Officer*) In the following amounts: General Fnnnd - \$162,377.52; Parking Authority - \$65.63; Nutrition - \$799.03; SE Expo Ctr/Tourism - \$6,433.39; E-911 - \$2,718.53 and Economic Development - \$2,500.00.

- C. **Concur with Mayor’s appointment of Mike Kern to the Audit and Finance Advisory Committee for a term that expires February, 2011.** *(Kevin E. Priddle, Mayor)*
- D. **Consider, and act upon, a 2009-2010 Campus Police Agreement between McAlester Public Schools and the City of McAlester related to delineating responsibilities between police departments.** *(Mark B. Roath, City Manager)*

Councilman Browne moved to approve the Consent Agenda. 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.

ITEMS REMOVED FROM CONSENT AGENDA

None

PUBLIC HEARING

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

Councilman Wilkinson moved to open the Public Hearing to discuss an ordinance amending Ordinance No. 2327 which established the budget for fiscal year 2009-2010. The motion was seconded by Councilman Fiedler. There was no discussion and the vote was taken as follows:

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

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

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

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

Councilman Fiedler moved to close the Public Hearing, seconded by Councilman Browne.

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

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

Mayor Priddle declared the motion carried and the Public Hearing was closed at 6:08 P.M.

SCHEDULED BUSINESS

1. **Consider, and act upon, a Resolution establishing a formal plan for repayment of funds identified in the BKD, LLP Forensic Accounting Report.** *(Kevin E. Priddle, Mayor, Buddy Garvin, Vice-Mayor and Donnie Condit, Councilmember)*

Executive Summary

This agenda item involves a Council Subcommittee reviewing, and then developing a formal plan to repay funds identified in the BKD Report as owed by the City.

Councilman Wilkinson moved to approve RESOLUTION NO. 09-12, establishing a formal plan for repayment of funds identified in the BKD, LLP Forensic Accounting Report. The motion was seconded by Councilman Condit.

Before the vote, Mayor Priddle reviewed a power point presentation containing detailed information from the Forensic Accounting Report. He explained the reasons for the BKD Audit, the finding and the problems related to the Audit findings. Mayor Priddle then reviewed the Resolution that was being considered to establish a repayment plan for the \$3.2 million that was noted in the Audit.

Councilman Browne objected to the repayment of \$3.2 million stating that \$618,000.00 was the only amount that had definitive proof that it was used incorrectly and the other amounts there was no proof that the money was used incorrectly. He did not feel it was correct to repay something that did not have proof that it was wrong.

There was discussion between Mayor Priddle, Councilman Browne and the City Attorney regarding the records prior to and after the transactions identified in the Audit, repaying something that had happened in the past, and there being no proof that the transactions were correct or wrong.

Steve Harrison addressed the Council thanking the Sub-Committee for bringing this Resolution to the Council. He asked how the money would be used when it was paid back and he recommended an amendment to the Resolution. He recommended an amendment if accepted by the Council would list all amounts identified in the Audit separately and according to the Fund they affected. He then distributed a document that contained the information for his recommendation.

Mayor Priddle stated that the Resolution was to establish a plan, and the Council would come back later to discuss the implementation of the plan. He then reviewed the wording of the recommended amendment and moved to include the amendment as follows in the Resolution. "Whereas, the identified bond proceeds consist of \$230,000 from the Series 1999 Revenue Bonds, \$2,261,826 from the Series 2002 Revenue Bonds and \$800,000 from the Series 2004 Revenue Bonds." The motion was seconded by Councilman Mason

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

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

NAY: Councilman Browne

Mayor Priddle declared the motion carried.

2. Consider, and act upon, an Ordinance amending Ordinance No. 2327 which established the budget for fiscal year 2009-2010; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. (*Mark B. Roath, City Manager*)

Executive Summary

This agenda item involves a budget amendment for certain proposed expenditures not funded in the adopted budget for this fiscal year.

ORDINANCE NO. 2329

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

Councilman Browne moved to approve **ORDINANCE NO. 2329** amending the 2009-2010 Fiscal Year Budget. The motion was seconded by Councilman Wilkinson.

Before the vote, Manager Roath explained the four (4) exhibits to the amendment and informed the Council that the \$1,250 for the Tulsa State Fair would be withdrawn because an individual would be donating those funds. He included in his explanation that the ED project would be rolled from the previous budget to the current budget.

Mayor Priddle restated the motion to read approval of **ORDINANCE NO. 2329** amending the 2009-2010 Fiscal Year Budget with the removal of Exhibit A-3 in the amount of \$1,250.

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

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

NAY: None

Mayor Priddle declared the motion carried.

Councilman Fiedler moved to approve the EMERGENCY CLAUSE. The motion was seconded by Councilman Browne.

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.

3. **Consider, and act upon, authorizing the Mayor to execute contract related to economic development services for fiscal year 2009/2010, between the City of McAlester and McAlester Economic Development Service, Inc. (MEDS). (Buddy Garvin, Vice-Mayor, Donnie Condit, Councilmember and Chris Fiedler, Councilmember)**

Executive Summary

This agenda item involves a contract with MEDS for fiscal year 2009-2010 in the amount of \$219, 849.

Councilman Wilkinson moved to authorize the Mayor to execute contract related to economic development services for fiscal year 2009/2010, between the City of McAlester and McAlester Economic Development Service, Inc. (MEDS). The motion was seconded by Councilman Browne.

Before the vote, Vice-Mayor Garvin commented that the contract before the Council was the contract that was developed by the Sub-Committee and MEDS, it was not a perfect contract but he felt it was the best that could be developed.

There was a lengthy discussion, among the Council regarding the members of the Council supporting MEDS, correcting the names of the Sub-Committee to reflect Councilman Wilkinson instead of Councilman Fiedler, the comparison of the past years contract with the proposed contract, setting goals higher than what an individual thinks they could accomplish, no measurements for evaluation, what the best means of economic development could be for the City of McAlester. During the discussion the various payments for the Economic Development bonds were reviewed, where the funding for MEDS came from, the increase in the amount of funding that MEDS requested and the development of a long term strategic plan for the City.

Councilman Mason commented that in the previous contract MEDS had developed their goals and objectives. He added that the Council has the right to know what MEDS was doing, and he didn't feel that there was still enough communication and submission of information. He further commented that he believed that economic development was best served within the City.

Mayor Priddle stated that the Council could pass what had been presented to them, amend the contract or extend the current contract to allow more time to develop a contract through a workshop. He then requested that Dr. Kenneth Miller explain how the additional funding would be used.

Dr. Miller addressed the Council explaining that the additional funding would allow more travel and updating their website. He added that the problem with confidentiality was that sometimes information gets out before it was necessary, but he felt that the concerns of the Council were valid.

Joyce Carlson addressed the Council expressing her concerns about the contract.

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

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

Mayor Priddle declared the motion carried.

4. Discussion, and possible action, on whether to authorize a study related to the remaining life of the McAlester cemetery. (John Browne, Councilmember)

Executive Summary

This agenda item involves a discussion whether a study should be conducted to determine the remaining life of the McAlester cemetery.

Councilman Browne moved to open discussion concerning a study related to the remaining life of the McAlester cemetery. The motion was seconded by Councilman Wilkinson.

Before the vote, Councilman Browne explained that he had spoken with members of the Cemetery Board and was surprised to see how quickly the Cemetery was filling. He commented that he would like for the Cemetery Sexton and Mel Priddy to meet with the Cemetery Board to discuss this matter and possibly recommend a study either in house or engage a firm to conduct a study.

Manager Roath agreed that there could be some value in a study and that it was never too early to plan for the future.

No vote was taken on this item.

5. Consider, and act upon, authorizing the Mayor to sign Tulsa State Fair Lease Agreement for booth rental space during the fair October 1 thru October 11, 2009. (Chris Fiedler, Councilmember)

Executive Summary

This agenda item involves a lease agreement, in the amount of \$1,250, with the Tulsa County Public Facilities Authority for booth space during the State Fair.

Councilman Condit moved to authorize the Mayor to sign Tulsa State Fair Lease Agreement for booth rental space during the fair October 1 thru October 11, 2009. The motion was seconded by Councilman Fiedler.

Before the vote, Councilman Fiedler commented that he had been fortunate to gather various individuals to attend the Fair to help promote the City of McAlester. He stated that many of the businesses including the local financial institutions had donated items to give away. He added that the Choctaw Nation had donated money for the drawing and individuals that won could use to gamble at the Casino. He then thanked David Donnelly with A-Okay Rail Road for donating the money for the booth rental.

Mayor Priddle asked the City Attorney if there were any changes that needed to be made to the agreement.

Mr. Ervin commented that there were some changes that needed to be made and the corrected document would be submitted for the Mayor's signature.

Vice-Mayor Garvin thanked Councilman Fiedler for putting this together. There was no further discussion, and the vote was taken as follows:

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

NAY: None

Mayor Priddle declared the motion carried.

6. Discussion, and possible action, on McAlester Fire and Rescue emergency medical service billing alternatives. (Harold Stewart, Fire Chief)

Executive Summary

This agenda item involves a discussion related to EMS billing including the option to outsource billing to a third party.

Councilman Fiedler moved to open the discussion on the McAlester Fire and Rescue emergency medical service billing alternatives. The motion was seconded by Councilman Condit.

Before the vote, Chief Stewart briefly reviewed the information concerning the billing alternatives with the Council. He explained that there had been some problems with the EMS billing. He indicated that of the three (3) billing services the Fire Department felt that Intermedix would be the most cost effective for the City. He added that this would be such a long presentation that it could be advisable to refer this to the Audit & Finance Advisory Committee. He continued to inform the Council that Ms. Rhonda Thomas from Intermedix was available tonight to answer questions.

Ms. Rhonda Thomas addressed the Council briefly furnishing them with some background information on Intermedix. She added that she would be happy to meet with the Committee to discuss the services that her company could provide, and they would be able to tailor their services to meet the specific needs of the City.

Councilman Masson inquired as to how long it would take to get the system up and running, and if this was referred to the Audit & Finance Advisory Committee would she be available to meet with them.

Ms. Thomas stated that they would like to have approximately eight (8) weeks but it could be completed in less, and she would be available to meet with the committee.

Councilman Fiedler asked if this service was approved and later the City decide to cancel, how long would it take to get the City's data from the her company. Ms. Thomas stated that they supply a mirror of the records to the City and that they were 99% compliant with the regulations.

Mayor Priddle recommended that this be submitted to the Audit & Finance Advisory Committee for their review and recommendations. Manager Roath suggested that this be tabled until the

second meeting in August to allow the Audit & Finance Committee time to review and come back with their recommendations.

Mayor Priddle moved to table this item until the second meeting in August for the Audit & Finance Committee to review. Councilman Condit seconded the motion.

There was no vote needed on this item, per the City Attorney.

7. Consider, and act upon, the purchase of one (1) 2010 Ford F-350 Chassis Cab 4x4 truck. (Harold Stewart, Fire Chief)

Executive Summary

This agenda item involves the purchase of a 2010 Ford F-350 Chassis Cab 4x4 truck in the amount of \$22,944.

Councilman Mason moved to approve the purchase of one (1) 2010 Ford F-350 Chassis Cab 4x4 truck. The motion was seconded by Councilman Fiedler.

Mayor Priddle commented that he would like to have this item pulled and solicit bids from local vendors. Manager Roath stated that they were requesting that both this item and agenda item number 9 be pulled and bids be solicited from local vendors and then brought back to the City Council.

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

8. Consider, and act upon, the purchase of a custom aluminum flat bed, skid unit, and equipment needed to outfit a 2010 one (1) ton 4x4 grass/brush truck. (Harold Stewart, Fire Chief)

Executive Summary

This agenda item involves the purchase of apparatus to outfit the grass/rush truck.

Councilman Fiedler moved to approve the purchase of a custom aluminum flat bed, skid unit, and equipment needed to outfit a 2010 one (1) ton 4x4 grass/brush truck. The motion was seconded by Councilman Browne.

Before the vote, Chief Stewart explained that this was equipment for the vehicle that had just been pulled but they would need it when the vehicle was eventually purchased. He added that this was a specialty item. Manager Roath stated that the amount that was being requested for this was \$42,329.00 and the balance would be funded in house through a lease purchase.

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.

9. **Consider, and act upon, accepting a State bid from Carter Chevrolet to purchase a 2009 Chevrolet Silverado 1 ton 2wd Crew Cab truck.** *(Mel Priddy, Community Services Director)*

Executive Summary

This agenda item involves the purchase of a 1 ton truck, through state bid, from Carter Chevrolet in the amount of \$25,632.

Mayor Priddle stated that this item had been pulled along with item #7.

10. **Consider, and act upon, a bid award to Total Radio, Inc., for the purchase and installation of a Motorola MCC5500 Dispatch Console with three positions for the McAlester/Pittsburg County E-911 Command Center.** *(Jim Lyles, Police Chief)*

Executive Summary

This agenda item involves the purchase of a base station with three positions in the amount of \$119,955.

Councilman Condit moved to approve awarding a bid to Total Radio, Inc., for the purchase and installation of a Motorola MCC5500 Dispatch Console with three positions for the McAlester/Pittsburg County E-911 Command Center. The motion was seconded by Councilman Fiedler.

Before the vote, Chief Lyles distributed additional information concerning the radios to the Council and explained that this was part of the E-911 upgrade. He commented that this particular radio would allow the dispatchers to actually dispatch three (3) different positions.

There was a brief discussion among the Council and Chief Lyles regarding the number of vendors that bids were solicited from, how the bid was advertised and in what news publications, how many radio shops were in the Oklahoma City area and why the local radio shop did not submit a bid. During the discussion, Councilman Mason stated that he felt that a better job of advertising for bids could have been done

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.

11. **Consider, and act upon, an engineering contract with SCS Engineers of Bedford, Texas for the evaluation of the existing landfill cells.** *(Pete Stasiak, Interim Public Works Director)*

Executive Summary

This agenda item involves the hiring of SCS Engineering to re-permit the landfill in order to maximize the use of the current cell space at a cost not to exceed \$42,700.

Councilman Wilkinson moved to approve an engineering contract with SCS Engineers of Bedford, Texas for the evaluation of the existing landfill cells. The motion was seconded by Councilman Browne.

Before the vote, Pete Stasiak addressed the Council explaining that as of January 1, 2009, the Oklahoma Department of Environmental Quality had calculated that the remaining life of landfill cell #2 to be 1.04 years. He explained that he had contacted four (4) engineering firms and had received responses from three (3). He commented that of the three (3) firms SCS Engineers had submitted a different approach at looking at the City's opportunities. He stated that they wanted to look at our current landfill as it was and then suggested four (4) tasks which were as follows:

- Improved airspace utilization – education of current landfill employees
- Decreased cover soil consumption
- Improved planning associated with a systematic progression of the working face (unloading area); and
- Reduced size of the unloading area.

Mr. Stasiak informed the Council that the references that he had checked for SCS Engineers had nothing but good things to say about the firm and that they were not the type to come in and tell you what you needed to do but, they would help the City to develop changes that would help in the extension of life for the current cell. He then recommended that the Council approve a consulting agreement with SCS Engineers for the evaluation of the existing landfill cells in the amount of \$42,700.00

Mr. Roath commented that this company took the approach of redesigning the current landfill cell and extend the life of the landfill.

There was a brief discussion among the Council regarding the reputation of SCS Engineers, if they would recommend the type of equipment that the City really needed to operate the landfill and if this would help improve the aesthetics of the landfill.

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.

12. **Consider, and act upon, authorizing the Mayor to sign a contract with McAlester Main Street Association, Inc. for a maximum amount of \$30,000. (Mark B. Roath, City Manager)**

Executive Summary

This agenda item involves the Main Street Program Contract for this fiscal year.

Councilman Browne moved to authorize the Mayor to sign a contract with McAlester Street Association, Inc. for a maximum amount of \$30,000. The motion was seconded by Councilman Condit.

Before the vote, Mark explained that the Council had appropriated \$30,000, in this year's budget for the Main Street Association, Inc. He commented that this was very similar to the previous year's agreement with the dates being changed.

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

None

CITY MANAGER'S REPORT

Manager Roath commented that he did not have a report for this evening.

REMARKS AND INQUIRIES BY CITY COUNCIL

Councilman Fiedler reported on the new housing being constructed in Ward1. He thanked the News-Capital and Radio for helping with the Fair project.

Councilman Condit reported that because of occupational constraints he would not be at the Special Meeting on Thursday or the Regular Meeting on August 11th. He also commented that he had received several complaints about Allegiance Communication's service since the change over to digital

Councilman Browne thanked Sherriff Kerns' for the donated inmate labor. He commented that he had received a thank you from a citizen for the help she had been given when she caught a raccoon, and he then expressed his appreciation for the renovations to the building at the corner of Fifth Street and Choctaw Avenue.

Councilman Wilkinson commented that he did not have any remarks to make this evening.

Vice-Mayor Garvin expressed his appreciation of the Animal Control Officers.

Councilman Mason stated that he had received a call about the landfill hours of operation and suggested that vital information be broadcast on the City's cable television station.

Mayor Priddle announced a Special Meeting this Thursday, July 30, 2009 at 5:30 P.M. He continued by stating that Fox 23 News would be at Chadick Park, Friday, July 31, 2009. He added the station would be broadcasting live the news and the finals of the Starry Nights Talent Show.

Manager Roath commented that he would invite the Allegiance Communications Representative to attend a future Council meeting to discuss the work the company is doing to deal with the recent problems the switch to digital has caused.

RECESS COUNCIL MEETING

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

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

NAY: None

Mayor Priddle declared the motion carried, and the Regular Meeting was recessed at 8:45 P.M.

RECONVENE COUNCIL MEETING

The Regular Meeting was reconvened at 8:46 P.M.

ADJOURNMENT

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

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

NAY: None

Mayor Priddle declared the motion carried, and the meeting was adjourned at 8:47 P.M.

Kevin E. Priddle, Mayor

ATTEST:

Cora Middleton, City Clerk

Council Chambers
Municipal Building
July 30, 2009

The McAlester City Council met in Special session on Thursday, July 30, 2009, at 5:30 P.M. after proper notice and agenda was posted, July 27, 2009, at 2:08 P.M.

CALL TO ORDER

Mayor Priddle called the meeting to order.

ROLL CALL

Council Roll Call was as follows:

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

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

1. **Consider, and act upon, a recommendation by the Audit and Finance Advisory Committee for the City to engage the firm of Hulme, Rahhal, Henderson, Inc., to perform independent audit services for the fiscal year ending June 30, 2009.** *(Stephen Foster, Chairman, Audit and Finance Advisory Committee)*

Councilman Browne moved to accept the recommendation by the Audit and Finance Advisory Committee for the City to engage the firm of Hulme, Rahhal, Henderson, Inc., to perform independent audit services for the fiscal year ending June 30, 2009. The motion was seconded by Councilman Fiedler.

Before the vote, Stephen Foster addressed the Council explaining that the Audit and Finance Advisory Committee had met on Wednesday, July 29, 2009 to review the audit proposals for the fiscal year ending June 30, 2009. He commented that the City had received only one proposal which was from the firm of Hulme, Rahhal, Henderson, Inc. He stated that the Committee recommended the Council accept the proposal from Hulme, Rahhal, Henderson, Inc., in the amount of \$35,250. He further indicated that the Committee would look into how the City could get more bids in the future. There was no further discussion, and the vote was taken as follows:

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

Mayor Priddle declared the motion carried.

Councilman Fiedler moved to recess the Special Meeting for an Executive Session to discuss pending claim(s) from Paul Baird, Ernestine Baird and Mary Baird, deceased, in accordance with

Title 25, Section 307.B.4. The motion was seconded by Councilman Browne. There was no discussion and the vote was taken as follows:

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

NAY: None

Mayor Priddle declared the motion carried and the Special Meeting was recessed at 5:34 P.M.

EXECUTIVE SESSION

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

1. **Section 307 (B) (4) - Discuss pending claim(s) from Paul Baird, Ernestine Baird and Mary Baird, deceased.**

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

The Special Meeting was reconvened at 6:19 P.M. Mayor Priddle reported that the Council had recessed the Special Meeting for an Executive Session to discuss pending claim(s) from Paul Baird, Ernestine Baird and Mary Baird, deceased, in accordance with Title 25, Section 307.B.4. Only that matter was discussed, no action was taken and the Council returned to open session at 6:19 P.M., and this constituted the Minutes of the Executive Session.

ADJOURNMENT

There being no further discussion among the Council, Councilman Wilkinson moved for adjournment. The motion was seconded by Councilman Mason. There was no discussion, and the vote was taken as follows:

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

NAY: None

Mayor Priddle declared the motion carried and the meeting was adjourned at 6:20 P.M.

Kevin E. Priddle, Mayor

ATTEST:

Cora Middleton, City Clerk

Center for Independent Living
ADvantage Case Management
Independent Living Services
Community Integration
Transportation
Employment
Recreation



601 E. Carl Albert Parkway, McAlester, Oklahoma 74501 ~ 918 426 6220 V/TDD ~ 800 568 6821 V/TDD

August 6, 2009

Mayor Kevin Priddle
P.O. Box 578
Municipal Building
McAlester, OK 74502

Dear Mayor Priddle,

During the months of May and June the Oklahomans for Independent Living provided transportation to 77 individuals. One hundred and two locations were visited including doctor's offices, pharmacies, McAlester Regional Hospital, Indian Clinic, DHS, Carl Albert Mental Health Center, DRS, grocery stores, Wal-Mart, restaurants, and a variety of other sites. The total number of trips was 849.

Costs for the program for the 2 month period are as follows:

Drivers	\$3,512
Fringe Benefits	702
Fuel	722
Maintenance	636
Insurance/fees	250
Occupancy/Phone/Supplies	<u>802</u>
	\$6,624

OIL has also provided its core services of information and referral, advocacy, peer counseling, and independent living skills training. OIL sends a monthly newsletter to 1,750 individuals each month. Information and referral on disability related issues was provided on 598 requests.

Advocacy both individual and systemic was provided on disability related issues that concern civil rights, housing, environmental modifications, the Americans with Disabilities Act, employment, and program access. The HUD Section 811 accessible housing application was approved.

Peer support activities included individual counseling and group activities. 214 individuals participated in 47 peer support and community integration activities.

Independent living skills training was provided to 24 individuals in the forms of money management, reading, computer skills training and preparation to take the written portion of the driver's examination.

Usable equipment is donated to OIL and OIL passes the equipment on to individuals with disabilities. 23 individuals benefited from the used equipment exchange. This included items such as power wheelchairs, standard wheelchairs, hospital beds, shower benches, walkers, canes and numerous other items.

OIL provided case management services for 88 individuals at risk of nursing home placement. Case management services ensure community resources are developed and used to assist people to live in their homes versus nursing home placement. OIL assisted 1 individual in moving out of nursing homes back into the community.

OIL appreciates the City of McAlester support and its commitment to the community integration and involvement of people with disabilities.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Ward", written in a cursive style.

Mike Ward
Executive Director

Cc Mark Roath, City Manager

Oklahomans for Independent Living

Transportation Program

July 1, 2008 through June 30, 2009

231 individuals used the OIL bus during the year. The individuals that used the bus were people with disabilities and people that were elderly with disabilities. Most of the individuals that used the OIL bus were individuals that live on a fixed income, such as SSI, SSDI, or Social Security retirement funds. For many, OIL was their primary source of transportation.

145 separate locations were visited including doctor's offices, pharmacies, McAlester Regional Hospital, Indian Clinic, DRS, Carl Albert Mental Health Center, DHS, grocery stores, Wal-Mart, restaurants, and a variety of other sites. The top four sites visited were the Plaza Apartments, Aldridge Apartments, Wal-Mart Shopping Center and Warren Clinic.

The total number of trips for the year were **5,326**.

Costs for the program for the 12 month period were: **\$39,074**.

Accessible door to door transportation is provided in the McAlester area on Mondays through Fridays from 8:00 am to 5:00 pm. Saturday transportation is provided twice a month from 8:00 am to 5:00 pm. Evening transportation is provide for specific community integration activities. Transportation services require a minimum of 24 hour call in notice. OIL employees 1 driver and a part time driver for Saturday transportation.

The project was funded using the following resources: City of McAlester, United Way, RSA Title VII Part B Funds, Puterbaugh Foundation and the Oklahoma Department of Transportation. The 11 passenger, lift equipped bus was provided through a grant from DHS Aging Services with a community match from the McAlester Sertoma Club, The Bank NA, BancFirst, Bank of Oklahoma, Arvest Bank, and the First National Bank of McAlester.

**CLAIMS FOR FY 2008/2009
ENDING
JUNE 30, 2009**

PACKET: 04504 CLAIMS FOR 8/25/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-I00120 INCODE						
		I-0080707	01 -5225404	MUNICIPAL COU MUN. COURT SOFTWARE	047439	6,269.52
		I-80,529	01 -5225404	MUNICIPAL COU MUN. COURT SOFTWARE	047439	956.25
		I-80,539	01 -5225404	MUNICIPAL COU MUN. COURT SOFTWARE	047439	5,500.00
		I-80,552	01 -5225404	MUNICIPAL COU MUN. COURT SOFTWARE	047439	2,100.00
01-P00133 PATROL TECHNOLOGY						
		I-19238	01 -5431207	CLOTHING ALLO UNIFORMS	047443	23.75
		I-19583	01 -5431207	CLOTHING ALLO UNIFORMS	047443	161.00
01-S00190 SECURITY SYS. & ENG. IN						
		I-25415	01 -5213316	REPAIRS & MAI SECURITY LOCKS - 3 DOORS	047445	2,470.00
		I-25417	01 -5321316	REPAIRS & MAI INSTALL SECURITY LOCKS	047445	2,520.00
		I-25418	01 -5321316	REPAIRS & MAI INSTALL PROX-PAD READER	047445	1,230.00
		I-25428	01 -5321325	FIRING RANGE INSTALL PROX-PAD READER	047445	2,823.00
		I-25429	01 -5320202	OPERATING EXP ALARM SYSTEM FOR CID	047445	3,075.00
			FUND 01	GENERAL FUND	TOTAL:	27,128.52

PACKET: 04504 CLAIMS FOR 8/25/09

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00687	ARKANSAS MUNICIPAL LEAG					
		I-2007-1699	02 -5974317	ADVERTISING & EMP AD-WTP SUPERINTENDENT	047435	216.30
01-H00100	HAYNES EQUIPMENT, LLC					
		I-S4911-IN	02 -5973316	REPAIRS & MAI ROTATING ASSEMBLY	047438	7,411.41
01-L00211	LEAGUE KANSAS MUNICIPAL					
		I-09-2192	02 -5974317	ADVERTISING & EMP AD-WTP SUPERINTENDENT	047440	190.00
01-N00341	NORTHERN EQUIP. CO.					
		I-#9	02 -5974401	CAPITAL OUTLA CHANGE ORDER #1	047442	28,027.54
		I-#9A	02 -5974401	CAPITAL OUTLA ENHANCED COAGULATION	047442	10,898.80
01-P00522	PROFESSIONAL ENGINEERIN					
		I-426761	02 -5973203	REPAIRS & MAI CONTRACT FOR ENG. SERVICE	047444	6,000.00
01-S00190	SECURITY SYS. & ENG. IN					
		I-25419	02 -5216202	OPERATING SUP DOOR KEY PAD	047445	225.00
		I-25419	02 -5216202	OPERATING SUP DOOR KEY PAD INSTALLATION	047445	90.00
01-U00053	UTILITY SUPPLY					
		I-040165	02 -5975333	WATER MAIN RE FIRE HYDRANTS W/ALL FITTI	047446	9,849.38
		I-040166	02 -5975333	WATER MAIN RE FIRE HYDRANTS W/ALL FITTI	047446	263.20
		I-040806	02 -5975333	WATER MAIN RE FIRE HYDRANTS W/ALL FITTI	047446	3,785.28
			FUND	02 MPWA	TOTAL:	66,956.91

PACKET: 04504 CLAIMS FOR 8/25/09

VENDOR SET: 01

FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00245	CATHEY & ASSOCIATES, L.	I-23810	29 -5324316	REPAIRS-MAINT DISPATCH TELLER WINDOW	047436	505.80
01-G00460	GREEN COUNTRY ELECTRIC	I-08-24704	29 -5324316	REPAIRS-MAINT LABOR TO INSTALL ELECTRIC	047437	400.00
01-L00380	LOCKE SUPPLY CO.	I-08-24916	29 -5324316	REPAIRS-MAINT REPLACE VENTS (911 CTR)	047441	223.33
01-S00190	SECURITY SYS. & ENG. IN	I-25416	29 -5324316	REPAIRS-MAINT INSTALL SECURITY LOCKS	047445	3,555.00
			FUND 29 E-911		TOTAL:	4,684.13
					REPORT GRAND TOTAL:	98,769.56

** 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 -5213316	REPAIRS & MAINTENANCE	2,470.00	6,000	404.57		
	01 -5225404	MUNICIPAL COURT SOFTWARE	14,825.77	33,000	724.56		
	01 -5320202	OPERATING EXPENSE	3,075.00	8,500	549.97		
	01 -5321316	REPAIRS & MAINTENANCE	3,750.00	10,000	1,140.19		
	01 -5321325	FIRING RANGE	2,823.00	9,000	3,184.37		
	01 -5431207	CLOTHING ALLOWANCE	184.75	15,178	959.63		
	02 -5216202	OPERATING SUPPLIES	315.00	16,385	104.03		
	02 -5973203	REPAIRS & MAINT SUPPLIES	6,000.00	62,425	128.60		
	02 -5973316	REPAIRS & MAINTENANCE	7,411.41	79,400	12,343.51		
	02 -5974317	ADVERTISING & PRINTING	406.30	2,749	79.39		
	02 -5974401	CAPITAL OUTLAY	28,027.54	1,006,785	169,394.74		
	02 -5975333	WATER MAIN REPAIR	13,897.86	33,000	0.50		
	29 -5324316	REPAIRS-MAINTENANCE	4,684.13	31,220	11,331.38		
	** 2008-2009 YEAR TOTALS **		87,870.76				
2009-2010	02 -5974401	CAPITAL OUTLAY	10,898.80	0	0.00		
	** 2009-2010 YEAR TOTALS **		10,898.80				

NO ERRORS

** END OF REPORT **

**CLAIMS FROM AUGUST 12, 2009
THRU
AUGUST 25, 2009**

PACKET: 04502 CLAIMS FOR 8/25/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

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

01-A00026	AT & T LONG DISTANCE					
		I-JULY 2009	01 -5215315	TELEPHONE UTI LONG DISTANCE BILL	047310	197.74
01-A00028	"A" PLUS LAWN SERVICE					
		I-09-25785	01 -5542308	CONTRACTED SE CONTRACT MOWING	047319	1,250.00
01-A00170	ADA PAPER CO.					
		I-237974	01 -5548203	REPAIRS & MAI CLEANING PRODUCTS	047320	51.25
01-A00267	AIRGAS					
		I-103953662A	01 -5543202	OPERATING SUP MONTHLY RENTAL - CO2 BOTT	047321	85.06
		I-106361343	01 -5431202	OPERATING SUP OXYGEN	047321	53.49
		I-106400873	01 -5431202	OPERATING SUP OXYGEN	047321	71.32
		I-106410218	01 -5431202	OPERATING SUP OXYGEN	047321	58.32
		I-106953660	01 -5431202	OPERATING SUP OXYGEN	047321	105.03
		I-106953662	01 -5542202	OPERATING SUP MONTHLY RENTAL - BOTTLES	047321	43.20
01-A00355	ALL PAWN & SURPLUS					
		I-09-25756	01 -5321324	SWAT REPAIR RIFLE MOUNT: SWAT	047322	70.00
01-A00362	ALLEGIANCE COMMUNICATIO					
		I-7/25/09	01 -5320202	OPERATING EXP CABLE SERVICE: DET. DIV	047323	122.74
01-A00500	AMERICAN MUNICIPAL SERV					
		I-4337	01 -5213337	COLLECTION SE COLLECTION AGENCY (JUNE)	047324	919.19
01-A00747	AT&T					
		I-09-25934	01 -5215315	TELEPHONE UTI 91842318025801 - TRUNK CA	047311	1,038.28
01-A00751	ATWOODS					
		I-3330657	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047327	62.55
		I-3333557	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047327	57.99
		I-3333565	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047327	83.97
		I-3335422	01 -5431203	REPAIRS & MAI PAINT & SUPPLIES	047327	824.67
		I-3335569	01 -5431203	REPAIRS & MAI PAINT & SUPPLIES	047327	80.40
		I-3335833	01 -5548203	REPAIRS & MAI MATERIALS FOR REPAIRS	047327	33.97
		I-3337936	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047327	51.96
		I-3337944	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	047327	236.43
01-A00770	AUTO PARTS CO					
		I-845443	01 -5431316	REPAIRS & MAI AUTO PARTS	047328	5.54
		I-846136	01 -5431316	REPAIRS & MAI AUTO PARTS	047328	86.68
		I-846367	01 -5431316	REPAIRS & MAI AUTO PARTS	047329	285.83
01-B00150	BEALES GOODYEAR TIRES					
		I-MC-164518	01 -5862203	REPAIRS & MAI REPAIR TIRES -POLICE CARS	047332	128.00
		I-MC-165300	01 -5862203	REPAIRS & MAI REPAIR TIRES -POLICE CARS	047332	15.00
		I-MC-165349	01 -5862203	REPAIRS & MAI REPAIR TIRES -POLICE CARS	047332	51.36
		I-MC-165456	01 -5862203	REPAIRS & MAI TIRES FOR EXPO GATOR	047332	163.90

PACKET: 04502 CLAIMS FOR 8/25/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00150	BEALES GOODYEAR TIRES			continued		
		I-MC-165458	01 -5862203	REPAIRS & MAI TIRES FOR BM-1	047332	581.04
		I-MC-165517	01 -5862203	REPAIRS & MAI REPAIR TIRES -POLICE CARS	047332	42.00
		I-MC-165745	01 -5862203	REPAIRS & MAI 4 TIRES FOR UNILOADER	047332	1,152.00
01-B00198	BENNETTS DECAL & LABEL					
		I-15022	01 -5321317	ADVERTISING & 40 SETS AMERICAN FLAGS	047334	120.00
01-B00486	BRADLEY RAY INMAN					
		I-09-25979	01 -5544308	CONTRACT LABO UMPIRE FEES - 3 GAMES	047338	60.00
01-B00540	BROWNS SHOE FIT					
		I-574764	01 -5431207	CLOTHING ALLO NEW BALANCE SHOES	047341	79.97
01-B00570	BUCK WILSON BODY SHOP I					
		I-1755	01 -5862203	REPAIRS & MAI REGULATOR FOR UNIT45	047342	47.30
01-B00650	BWI TEXARKANA, INC.					
		I-09463254	01 -5542202	OPERATING SUP SHADE COVER - GREENHOUSE	047343	91.67
		I-09469738	01 -5542202	OPERATING SUP SHADE COVER - GREENHOUSE	047343	420.72
01-C00100	CLEET					
		I-09-25863	01 -5213336	FEES LAW ENFORCEMENT TRAIN	047345	3,270.18
01-C00275	CECIL E. WADE					
		I-09-25787	01 -5542308	CONTRACTED SE MONTHLY MOWING CONTRACT	047344	425.00
01-C00320	CENTERPOINT ENERGY ARKL					
		I-09-25901	01 -5215314	GAS UTILITY 68551878 - 303 W SPRINGER	047312	21.33
01-C00605	COLT SANDERS					
		I-09-25935	01 -5431331	EMPLOYEE TRAV MEALS & TRAVEL EXPENSE	047346	680.00
01-C00667	CONTRACTORS SUPPLY CO					
		I-0920524	01 -5865218	STREET REPAIR BERGER MEASURE WHL	047347	148.88
		I-0920524	01 -5865218	STREET REPAIR KESON MEASURE WHEEL	047347	44.16
		I-0921245	01 -5865218	STREET REPAIR 8" LOOP LOCK TIE	047347	152.00
01-C00847	CRYSTAL DATA					
		I-179371	01 -5324202	OPERATING SUP HP P2055DN TONER 6500 PG	047348	156.85
01-D00330	DEPT. OF PUBLIC SAFETY					
		I-04-1000616	01 -5321308	CONTRACTED SE TELETYPE RENTALS	047351	350.00
01-D00520	DOERNER, SAUNDERS,					
		I-138467	01 -5214302	CONSULTANTS ARBITRATION LEGAL FEES	047352	1,587.00
01-D00540	DOLESE BROTHERS					
		I-8-00893-09	01 -5865218	STREET REPAIR CONCRETE	047353	1,731.00

PACKET: 04502 CLAIMS FOR 8/25/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
D1-D00730	DUB ROSS CO.					
		I-0055047-IN	01 -5865218	STREET REPAIR 17" X 13" STEEL PIPE	047354	556.20
		I-0055047-IN	01 -5865218	STREET REPAIR 17" X 13" BANDS	047354	59.88
01-E00230	ENLOW FORD TRACTOR, INC					
		I-358135	01 -5862203	REPAIRS & MAI BELT DRIVE	047356	54.05
		I-358135	01 -5862203	REPAIRS & MAI FINE CUT KNIVES	047356	115.92
		I-358135	01 -5862203	REPAIRS & MAI COTER PIN	047356	17.00
		I-358135	01 -5862203	REPAIRS & MAI HANDEDENED KNIFE PINS	047356	54.28
		I-358135	01 -5862203	REPAIRS & MAI PARTS - FREIGHT	047356	40.00
01-E00266	ERVIN & ERVIN ATTORNEYS					
	I-AUG 2009		01 -5214302	CONSULTANTS RETAINER FEE	047357	2,500.00
01-F00015	FLEETCOR TECHNOLOGIES					
	I-NP20346483		01 -5862205	PETROLEUM PRO FUEL FOR GEN FUND JULY	047360	14,874.00
01-F00170	FIRST NATIONAL BANK					
	I-AUG 2009		01 -5215510	LEASE PAYMENT LEASE #133	047358	5,185.00
01-F00201	FLAMECO FIRE & SAFETY,					
	I-15040		01 -5431204	SMALL TOOLS RECHARGE FIRE EXT.	047359	74.50
01-G00010	G & C RENTAL CENTER, IN					
	I-900		01 -5865218	STREET REPAIR DIAMOND BLADE - ST SAW	047362	189.00
01-G00260	GEORGE HALIBURTON					
	I-430914		01 -5652318	ABATEMENTS CONTRACT BRUSHHOGGING	047364	1,803.77
	I-430914		01 -5652318	ABATEMENTS MOWING	047364	1,065.00
01-G00310	GIB'S TRANSMISSION, INC					
	I-1566		01 -5862203	REPAIRS & MAI REBUILD 4 SPD TRANS	047365	1,950.00
01-G00475	GREENLEAF NURSERY					
	C-D.72603.1.1		01 -5542220	DONATIONS EXP CRAPE MYRTLE TREES	047366	17.00-
	I-D.72603.1		01 -5542220	DONATIONS EXP CRAPE MYRTLE TREES	047366	1,320.00
01-G00490	GRISSOM IMPLEMENT INC					
	I-100193		01 -5862203	REPAIRS & MAI FLANGE GROUNDROLL	047367	712.00
	I-99816		01 -5862203	REPAIRS & MAI EXPO MOWER	047367	20.99
01-H00020	H L'S PAWN SHOP					
	I-09-25633		01 -5431207	CLOTHING ALLO BOOTS & LACE-IN ZIPPER	047368	178.00
	I-09-25827		01 -5431207	CLOTHING ALLO BOOTS/LACE IN ZIPPER	047368	235.99
01-HD0190	HILTI INC					
	I-1606716274		01 -5865218	STREET REPAIR TE 70 COMBIHAMMER	047371	1,233.03
	I-1606716274		01 -5865218	STREET REPAIR POWDER-ACTUATED TOOL	047371	592.09
	I-1606716274		01 -5865218	STREET REPAIR PIN & BOOSTER COMBO	047371	290.58

PACKET: 04502 CLAIMS FOR 8/25/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-H00190	HILTI INC		continued			
		I-1606751499	01 -5865218	STREET REPAIR BLADE FOR CONCRETE SAW	047371	1,222.81
01-H00255	HSBC BUSINESS SOLUTIONS					
		I-20342889	01 -5542204	SMALL TOOLS FLOOR JACK STANDS	047372	96.16
01-I00110	IMPRESS OFFICE SUPPLY					
		I-028507	01 -5431202	OPERATING SUP OFFICE SUPPLIES	047373	5.80
		I-028539	01 -5431202	OPERATING SUP OFFICE SUPPLIES	047373	24.99
		I-028611	01 -5431202	OPERATING SUP OFFICE SUPPLIES	047373	52.98
		I-028668	01 -5210202	OPERATING SUP OFFICE SUPPLIES	047373	54.63
		I-028739	01 -5321202	OPERATING SUP MISC SUPPLIES	047373	7.99
		I-028761	01 -5321202	OPERATING SUP MISC SUPPLIES	047373	4.47
		I-028782	01 -5211202	OPERATING SUP BINDING MACHINE	047373	199.99
		I-028805	01 -5211202	OPERATING SUP OFFICE SUPPLIES	047373	12.79
		I-028817	01 -5211402	CAPITAL OUTLA CFO FURNITURE FOR OFFICE	047373	1,500.00
		I-028817	01 -5652401	CAPITAL OUTLA OFFICE FURNITURE -STASIAK	047373	1,500.00
		I-028834	01 -5211202	OPERATING SUP OFFICE SUPPLIES	047373	108.98
01-J00340	JIM WOOD REFRIGERATION					
		I-09-10759	01 -5548203	REPAIRS & MAI FAN BLADE - AC @ LIBRARY	047374	89.75
		I-09-10760	01 -5431401	CAPITAL OUTLA REPLACE HEAT & AIR UNIT	047374	6,834.00
01-J00348	JOE WATKINS					
		I-09-25982	01 -5544308	CONTRACT LABO UMPIRE FEES - 3 GAMES	047375	60.00
01-K00081	KEATON ALEXANDER					
		I-09-25981	01 -5544308	CONTRACT LABO UMPIRE FEES - 3 GAMES	047376	60.00
01-L00035	L. MORGAN TRUCKING LLC					
		I-232141	01 -5865218	STREET REPAIR FREIGHT ON 1 1/2 CR & SCR	047379	4,682.14
		I-232142A	01 -5865218	STREET REPAIR GRAVEL	047379	937.70
		I-232142B	01 -5865218	STREET REPAIR FREIGHT ON #4 SCREENING	047379	1,410.00
01-L00051	LA QUINTA					
		I-09-25908	01 -5431331	EMPLOYEE TRAV MOTEL - FIRE FIGHTER SCHO	047380	960.00
01-L00170	LAW ENFORCEMENT SYS., I					
		I-161446	01 -5321202	OPERATING SUP CITATIONS	047381	894.00
01-L00266	LEONA PLYMATE					
		I-09-25980	01 -5544308	CONTRACT LABO UMPIRE FEES - 3 GAMES	047382	60.00
01-L00380	LOCKE SUPPLY CO.					
		I-10723956-00	01 -5548203	REPAIRS & MAI SUPPLIES FOR MAINTENANCE	047383	21.67
		I-10746701-00	01 -5548203	REPAIRS & MAI SUPPLIES FOR MAINTENANCE	047383	12.02
		I-10830670-00	01 -5548203	REPAIRS & MAI SUPPLIES FOR MAINTENANCE	047383	58.66
		I-10862020-00	01 -5548203	REPAIRS & MAI SUPPLIES FOR MAINTENANCE	047383	33.18
		I-10911549-00	01 -5548203	REPAIRS & MAI SUPPLIES FOR MAINTENANCE	047383	266.55

PACKET: 04502 CLAIMS FOR 8/25/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-L00380	LOCKE SUPPLY CO.					
			continued			
		I-10946050-00	01 -5548203	REPAIRS & MAI SUPPLIES FOR MAINTENANCE	047383	19.09
		I-10992146-00	01 -5548203	REPAIRS & MAI MATERIALS FOR MAINT REPAI	047383	51.63
		I-10992224-00	01 -5548203	REPAIRS & MAI MATERIALS FOR MAINT REPAI	047383	39.50
		I-11015646-00	01 -5548203	REPAIRS & MAI MATERIALS FOR MAINT REPAI	047383	37.64
		I-11039104-00	01 -5548203	REPAIRS & MAI MATERIALS FOR MAINT REPAI	047383	176.91
01-L00428	LOWE'S CREDIT SERVICES					
		I-01472	01 -5548203	REPAIRS & MAI BUILDING SUPPLIES	047384	197.57
		I-01689	01 -5548203	REPAIRS & MAI BUILDING SUPPLIES	047384	70.51
		I-09302	01 -5542203	REPAIRS & MAI MISC REPAIR & MAIN ITEMS	047384	29.97
		I-09640.	01 -5548203	REPAIRS & MAI BUILDING SUPPLIES	047384	98.35
		I-09669..	01 -5321316	REPAIRS & MAI SUPPLIES	047384	79.48
		I-11692	01 -5542203	REPAIRS & MAI MISC REPAIR & MAIN ITEMS	047384	181.48
		I-13149	01 -5542203	REPAIRS & MAI MISC REPAIR & MAIN ITEMS	047384	93.18
		I-79962	01 -5431202	OPERATING SUP REPLACE STOVE #2 STATION	047384	268.86
01-M00083	MARGARET MCMORROW - LOV					
		I-09-25874	01 -5214302	CONSULTANTS IAFP	047385	607.95
		I-09-25874	01 -5214302	CONSULTANTS FOP	047385	904.50
01-M00096	MARRIOTT SOUTHERN HILLS					
		I-09-25907	01 -5542331	EMPLOYEE TRAV MOTEL - COMMER APPLICATOR	047386	89.68
01-M00200	MAXWELL SUPPLY					
		I-696723	01 -5865218	STREET REPAIR MIRAFI 6 OZ GEOTEXTILE	047387	802.00
01-M00460	MITCHAEAL D DISTRIBUTING					
		I-1855383	01 -5544202	OPERATING SUP REPLENISH ICE CREAM	047394	128.65
01-M00570	MOORE MEDICAL CORP.					
		I-95785617	01 -5431202	OPERATING SUP MEDICAL SUPPLIES	047395	333.55
		I-95821592	01 -5431202	OPERATING SUP MEDICAL SUPPLIES	047395	17.70
01-MC0169	MCALESTER REG HEALTH					
		I-CITYLAB 8-3-09	01 -5653348	DRUG TESTING NEW HIRE DRUG TESTING	047391	69.00
01-MC0200	MCALESTER SCOTTISH RITE					
		I-700394	01 -5545311	PARKING RENTA RENTAL ON PARKING LOT AUG	047392	375.00
01-MC0226	MC DONALDS RESTURANT					
		I-09-25575	01 -5321202	OPERATING SUP BLANKET PO-PRISONER MEALS	047388	139.33
01-N00061	NATIONAL FIRE PROTECTIO					
		I-09-25896	01 -5431330	DUES & SUBSCR MEMBERSHIP DUES	047396	150.00
01-N00220	NEENAH FOUNDRY CO.					
		I-880991	01 -5865218	STREET REPAIR CURB BOX TYPE N	047397	318.00
		I-880991	01 -5865218	STREET REPAIR FRAME TYPE N	047397	147.00

PACKET: 04502 CLAIMS FOR 8/25/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-N00220	NEENAH FOUNDRY CO.		continued			
		I-880991	01 -5865218	STREET REPAIR FRAME TYPE B	047397	147.00
		I-880991	01 -5865218	STREET REPAIR GRATE TYPE V	047397	264.00
01-N00250	MCALISTER NEWS CAPITAL					
		I-01568728	01 -5212317	ADVERTISING & COUNCIL PUBLICATIONS	047390	13.95
		I-02565755	01 -5101350	ELECTIONS ELECTION PUBLICATIONS	047390	345.68
		I-02565756	01 -5101350	ELECTIONS ELECTION PUBLICATIONS	047390	324.51
		I-02565801	01 -5101350	ELECTIONS ELECTION PUBLICATION	047390	274.95
		I-02565802	01 -5101350	ELECTIONS ELECTION PUBLICATIONS	047390	119.77
		I-02565803	01 -5101350	ELECTIONS ELECTION PUBLICATIONS	047390	198.65
		I-02566027	01 -5652317	ADVERTISING & PUBLICATIONS	047390	20.00
		I-02566028	01 -5652317	ADVERTISING & PUBLICATIONS	047390	28.00
01-N00312	NORTH 69 AUTO SALVAGE					
		I-01002287	01 -5862203	REPAIRS & MAI WINDOW REGULATOR ~ PK 11	047398	50.00
01-N00343	NORTHERN SAFETY CO INC					
		I-P248579101014	01 -5865202	OPERATING SUP SAFETY GOGGLES - ST DEPT	047399	143.85
01-000219	OKLAHOMA BUREAU OF NORC					
		I-09-25862	01 -5213336	FEES DRUG EDUCATION FEE	047402	10.00
01-000302	OKLA. NOTARY DISCOUNT A					
		I-09-25906	01 -5542319	MISCELLANEOUS NOTARY RENEWAL FEE	047401	101.85
01-000415	OKLA STATE UNIVERSITY					
		I-09-25905	01 -5542330	DUES & SUBSCR CONF - COMMERCIAL APPLICA	047400	200.00
01-000532	OKLAHOMA POLICE SUPPLY					
		I-0141844	01 -5321202	OPERATING SUP MIRRORED LIGHTS UNIT 71	047403	191.90
01-000595	OSBI					
		I-09-25868	01 -5213336	FEES AFIS	047404	1,817.16
		I-09-25868	01 -5213336	FEES FORENSIC	047404	1,768.65
01-P00042	PACIFIC TELEMAGEMENT					
		I-129192	01 -5215315	TELEPHONE UTI PAY PHONE @ STIPE CENTER	047315	75.00
		I-136364	01 -5215315	TELEPHONE UTI PAY PHONE @ STIPE CENTER	047405	75.00
01-P00219	PEREZ BROS CONSTRUCTION					
		I-287304	01 -5548316	REPAIRS & MAI TILE REMOVAL & INSTALLATI	047406	800.00
01-P00510	PRO-KIL PEST CONTROL					
		I-52228	01 -5542203	REPAIRS & MAI MONTHLY PEST CONTROL	047409	126.00
01-P00560	PUBLIC SERVICE/AEP					
		I-09-25889	01 -5215313	ELECTRIC UTIL 95235582004 - LIBRARY	047316	2,970.66
		I-09-25889	01 -5215313	ELECTRIC UTIL 95481109635 - 333 E CARL	047316	35.63

PACKET: 04502 CLAIMS FOR 8/25/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00560	PUBLIC SERVICE/AEP			continued		
		I-09-25889	01 -5215313	ELECTRIC UTIL 95630770212 - 302 E FILLM	047316	832.42
		I-09-25889	01 -5215313	ELECTRIC UTIL 95792346108 - ST LIGHTS	047316	9,149.96
		I-09-25889	01 -5215313	ELECTRIC UTIL 95692191224 - 301 W JEFFE	047316	59.49
		I-09-25889	01 -5215313	ELECTRIC UTIL 95966977506 - KOMAR PARK	047316	35.63
		I-09-25889	01 -5215313	ELECTRIC UTIL 95722742806 - PAVILION	047316	153.70
		I-09-25889	01 -5215313	ELECTRIC UTIL 95084541358 - 303 W SPRIN	047316	10.70
		I-09-25889	01 -5215313	ELECTRIC UTIL 95242258705 - PD/NARC	047316	170.26
		I-09-25889	01 -5215313	ELECTRIC UTIL 95205457302 - 1699 E CARL	047316	21.36
		I-09-25933	01 -5215313	ELECTRIC UTIL 95287592018 - GENERAL	047316	13,386.80
		I-09-25933	01 -5215313	ELECTRIC UTIL 95084541358 - 303 W SPRIN	047316	10.87
01-R00090	RAM INC					
		I-12951	01 -5862205	PETROLEUM PRO OFF ROAD DIESEL	047411	3,769.32
01-R00210	RED RIVER SPECIALIST, I					
		I-263770	01 -5542206	CHEMICALS HERBICIDES FOR PARK & ROW	047412	1,731.00
01-S00190	SECURITY SYS. & ENG. IN					
		I-25358	01 -5542202	OPERATING SUP BI-YEARLY MONITORING	047414	40.00
		I-25358.	01 -5542202	OPERATING SUP BI YEARLY MONITORING	047414	90.00
01-S00350	SIGNS BY JADE					
		I-09-25753	01 -5321202	OPERATING SUP LETTERING UNIT #'S	047415	195.00
		I-8/3/09	01 -5321317	ADVERTISING & LETTERING FOR 11 UNITS	047415	240.00
01-S00470	SOUTHCO EQUIPMENT, INC.					
		I-12600	01 -5862205	PETROLEUM PRO HOSE FOR DIESEL	047416	133.00
01-S00510	SOUTHERN SUPPLY & EQUIP					
		I-49267	01 -5542204	SMALL TOOLS NEW WEED EATER @ STIPE	047417	425.00
01-S00726	STAPLES BUSINESS ADVANT					
		I-11561	01 -5865202	OPERATING SUP OFFICE SUPPLIES	047418	13.03
		I-18706	01 -5865202	OPERATING SUP CHAIRS	047418	339.98
		I-19135	01 -5324202	OPERATING SUP HP LASER JET PRINTER	047418	324.98
		I-19848	01 -5542202	OPERATING SUP MISC OFFICE SUPPLIES	047418	107.93
		I-23300	01 -5542202	OPERATING SUP MISC OFFICE SUPPLIES	047418	241.86
		I-33620	01 -5862202	OPERATING SUP CHAIR	047418	229.34
		I-8013076601	01 -5225401	COMPUTER TECH HP L7680 PRINTER	047418	129.98
		I-8013128335	01 -5225401	COMPUTER TECH HP J4680 PRINTERS	047418	272.98
01-S00871	STEWART MARTIN EQUIPMEN					
		I-51187	01 -5862203	REPAIRS & MAI INJECTORS FOR CEM MOWER	047419	539.56
01-T00058	BIZTEL					
		I-3458	01 -5215316	REPAIRS & MAI INSTALL FAX LINE	047335	85.00
		I-3555	01 -5321202	OPERATING SUP REPAIRED CABLE	047335	85.00
		I-3587	01 -5210202	OPERATING SUP PHONE CHANGES IN CM OFFIC	047335	85.00

PACKET: 04502 CLAIMS FOR 8/25/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-T00217	THE ST. PAUL COMPANIES					
		I-CES1860	01 -5215323	DAMAGES	047421	1,645.10
01-T00370	TIPPIT INSURANCE					
		I-28927	01 -5215322	LIABILITY INS GENERAL FUND %	047422	483.67
		I-28927	01 -5215322	LIABILITY INS NUTRITION FUND %	047422	35.73
		I-28958	01 -5215321	AUTO INSURANC ADD 2008 FORD AMBULANCE	047422	39.00
		I-28974	01 -5215322	LIABILITY INS GENERAL FUND	047422	17,902.66
		I-28996	01 -5215322	LIABILITY INS ASSITANT FO BOND - ALESSI	047422	400.00
01-T00385	TOBY JENSEN					
		I-09-25909	01 -5431331	EMPLOYEE TRAV TRAVEL EXP & MEALS	047423	480.00
01-T00630	TWIN CITIES READY MIX					
		I-33600	01 -5865218	STREET REPAIR CONCRETE FOR STREET REPAI	047425	1,850.00
		I-33692	01 -5865218	STREET REPAIR CONCRETE FOR STREET REPAI	047425	416.25
		I-33781	01 -5865218	STREET REPAIR CONCRETE FOR STREET REPAI	047425	2,682.50
		I-34154	01 -5865218	STREET REPAIR CONCRETE FOR STREET REPAI	047425	1,480.00
01-U00020	US CELLULAR					
		I-98342	01 -5542202	OPERATING SUP REPLACE BLACKBERRY - MEL	047428	499.95
		I-JUNE 2009	01 -5215315	TELEPHONE UTI CELL PHONE BILLS	047318	3,427.87
		I-MAY 2009	01 -5215315	TELEPHONE UTI CELL PHONE BILLS	047318	2,804.44
01-U00130	UNITED SAFETY & CLAIMS					
		I-09-26001	01 -5215106	WORKMAN'S COM MED BILLS 7/29/09 TO 8/11	047427	8,399.92
01-W00040	WALMART COMMUNITY BRC					
		I-02173	01 -5321316	REPAIRS & MAI MISC SUPPLIES	047430	41.26
		I-06860	01 -5653213	SAFETY SUPPLI 100 CASES OF GATORADE	047430	498.00
01-W00160	WAYEST					
		I-1026761	01 -5431204	SMALL TOOLS SAFETY EQUIPMENT	047432	339.90
01-W00270	WHITE ELECTRICAL SUPPLY					
		I-S1101626.001	01 -5548203	REPAIRS & MAI MATERIALS FOR REPAIRS	047433	23.02
		I-S1101725.001	01 -5548203	REPAIRS & MAI MATERIALS FOR REPAIRS	047433	159.54
		I-S1102503.001	01 -5548203	REPAIRS & MAI MATERIALS FOR REPAIRS	047433	21.72
		I-S1105267.001	01 -5548203	REPAIRS & MAI MATERIALS FOR REPAIRS	047433	30.75
		I-S1105410.001	01 -5548203	REPAIRS & MAI MATERIALS FOR REPAIRS	047433	47.60
		I-S1105544.001	01 -5548203	REPAIRS & MAI MATERIALS FOR REPAIRS	047433	31.54
01-Z00010	ZEE MEDICAL INK					
		I-0021973002	01 -5653213	SAFETY SUPPLI FIRST AID SUPPLIES	047434	101.75
				FUND 01 GENERAL FUND	TOTAL:	163,950.57

PACKET: 04502 CLAIMS FOR 8/25/09

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====							
31-A00747 AT&T							
		I-09-25934	02	-5267315	TELEPHONE UTI 91842393004101 - MPWA	047311	3,643.16
		I-09-25934	02	-5267315	TELEPHONE UTI 918147511333780 - DATA LIN	047311	58.44
31-A00770 AUTO PARTS CO							
		C-845855	02	-5862203	REPAIRS & MAI AUTO PARTS	047328	2.65-
		I-845777	02	-5862203	REPAIRS & MAI AUTO PARTS	047328	74.08
		I-845810	02	-5862203	REPAIRS & MAI AUTO PARTS	047328	227.65
		I-845856	02	-5862203	REPAIRS & MAI AUTO PARTS	047328	117.08
		I-845876	02	-5862203	REPAIRS & MAI AUTO PARTS	047328	182.90
		I-845912	02	-5862203	REPAIRS & MAI AUTO PARTS	047328	62.87
		I-846014	02	-5862203	REPAIRS & MAI AUTO PARTS	047328	20.70
		I-846071	02	-5862203	REPAIRS & MAI AUTO PARTS	047328	87.23
		I-846076	02	-5862203	REPAIRS & MAI AUTO PARTS	047328	33.58
		I-846127	02	-5862203	REPAIRS & MAI AUTO PARTS	047328	7.33
		I-846151	02	-5862203	REPAIRS & MAI AUTO PARTS	047328	7.84
		I-846155	02	-5862203	REPAIRS & MAI AUTO PARTS	047328	21.27
		I-846173	02	-5862203	REPAIRS & MAI AUTO PARTS	047329	132.47
		I-846196	02	-5862203	REPAIRS & MAI AUTO PARTS	047329	36.40
		I-846212	02	-5862203	REPAIRS & MAI AUTO PARTS	047329	87.78
		I-846266	02	-5862203	REPAIRS & MAI AUTO PARTS	047329	110.07
		I-846269	02	-5862203	REPAIRS & MAI AUTO PARTS	047329	17.85
		I-846274	02	-5862203	REPAIRS & MAI AUTO PARTS	047329	276.92
		I-846275	02	-5862203	REPAIRS & MAI AUTO PARTS	047329	179.10
		I-846299	02	-5862203	REPAIRS & MAI AUTO PARTS	047329	11.69
		I-846350	02	-5862203	REPAIRS & MAI AUTO PARTS	047329	59.80
		I-846353	02	-5862203	REPAIRS & MAI AUTO PARTS	047329	9.82
		I-846387	02	-5862203	REPAIRS & MAI AUTO PARTS	047329	63.08
		I-846426	02	-5862203	REPAIRS & MAI AUTO PARTS	047329	48.16
		I-846546	02	-5862203	REPAIRS & MAI AUTO PARTS	047330	14.90
		I-846579	02	-5862203	REPAIRS & MAI AUTO PARTS	047330	43.36
		I-846585	02	-5862203	REPAIRS & MAI AUTO PARTS	047330	4.75
		I-846605	02	-5862203	REPAIRS & MAI AUTO PARTS	047330	65.44
		I-846606	02	-5862203	REPAIRS & MAI AUTO PARTS	047330	214.24
		I-846607	02	-5862203	REPAIRS & MAI TRAC BAR FOR W-1	047330	210.34
		I-846608	02	-5866204	SMALL TOOLS IMPACT SOCKET & WRENCH	047330	480.37
		I-846613	02	-5862203	REPAIRS & MAI AUTO PARTS	047330	63.56
1-B00150 BEALES GOODYEAR TIRES							
		I-MC-165263	02	-5862203	REPAIRS & MAI TIRE FOR W-9	047332	275.00
		I-MC-165447	02	-5862203	REPAIRS & MAI FRONT TIRES FOR SAN TRUCK	047332	3,403.10
		I-MC-165448	02	-5862203	REPAIRS & MAI REAR TIRES FOR SAN TRUCKS	047332	6,235.80
		I-MC-165457	02	-5862203	REPAIRS & MAI TIRES FOR SAN-B	047332	453.92
		I-MC-165607	02	-5862203	REPAIRS & MAI TIRES FOR LANDFILL LOADER	047332	1,890.00
1-B00180 BEMAC SUPPLY							
		I-S1469397.001	02	-5973316	REPAIRS & MAI MAINTENANCE SUPPLIES	047333	427.57
		I-S1469711.001	02	-5973316	REPAIRS & MAI MAINTENANCE SUPPLIES	047333	58.09
		I-S1469915.001	02	-5973316	REPAIRS & MAI MAINTENANCE SUPPLIES	047333	209.83

PACKET: 04502 CLAIMS FOR 8/25/09

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00180	BEMAC SUPPLY			continued		
		I-S1470615.001	02 -5973316	REPAIRS & MAI MAINTENANCE SUPPLIES	047333	214.53
		I-S1472906.001	02 -5973316	REPAIRS & MAI MAINTENANCE SUPPLIES	047333	77.38
01-B00360	BLUE BOOK (USA)					
		I-864859	02 -5973203	REPAIRS & MAI 2" HONDA PUMP	047336	813.97
01-B00490	BRIGGS PRINTING					
		I-54942-2	02 -5216202	OPERATING SUP WINDOW ENVELOPES	047340	3,142.50
01-B00491	BRENNTAG SOUTHWEST					
		I-BSW150647	02 -5973206	CHEMICALS 1 TON SO2	047339	940.00
01-F00015	FLEETCOR TECHNOLOGIES					
		I-NP20346484	02 -5862205	PETROLEUM PRO FUEL FOR MPWA FOR JULY	047360	7,970.75
01-F00251	FORT COBB FUEL AUTHORIT					
		I-AUG	02 -5267314	GAS UTILITY GAS FOR HEREFORD	047313	8.00
01-F00310	FRONTIER INTNL. TRUCKS					
		I-773298	02 -5862203	REPAIRS & MAI MOTOR, CONTROLS FOR SW-11	047361	513.11
		I-773399	02 -5862203	REPAIRS & MAI ADJUSTER, SEAL, DRUM SW1	047361	1,324.22
		I-773482	02 -5862203	REPAIRS & MAI TRANS & CORE FOR SW-5	047361	4,458.40
01-G00490	GRISSOM IMPLEMENT INC					
		I-99810	02 -5862203	REPAIRS & MAI PARTS - WATER PLANT TRACT	047367	47.44
		I-99811	02 -5862203	REPAIRS & MAI PARTS - WATER PLANT TRACT	047367	427.19
01-G00500	AMSAN-PARIS					
		I-206572299	02 -5973316	REPAIRS & MAI CLEANING SUPPLIES	047325	1,089.45
01-I00110	IMPRESS OFFICE SUPPLY					
		I-028110	02 -5871202	OPERATING SUP OFFICE SUPPLIES	047373	37.72
		I-028652	02 -5871202	OPERATING SUP OFFICE SUPPLIES	047373	51.15
		I-028665	02 -5871202	OPERATING SUP OFFICE SUPPLIES	047373	123.50
01-K00190	KEYSTONE EQUIPMENT CO.					
		I-40102	02 -5862203	REPAIRS & MAI STARTER FOR W-20 BACKHOE	047377	541.00
01-K00210	KIAMICHI ELECTRIC COOP.					
		I-AUG 2009	02 -5267313	ELECTRIC UTIL ELECTRIC FOR HEREFORD	047378	510.99
01-P00420	POSTMASTER					
		I-09-25663	02 -5216317	POSTAGE POSTAGE - UTILITY BILLING	047407	9,000.00
01-P00560	PUBLIC SERVICE/AEP					
		I-09-25933	02 -5267313	ELECTRIC UTIL 95043496827 - MPWA	047316	35,116.99
01-R00090	RAM INC					

PACKET: 04502 CLAIMS FOR 8/25/09

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-R00090	RAM INC				continued		
		I-12950	02	-5862205	PETROLEUM PRO OFF ROAD DIESEL FOR LF	047411	3,391.58
01-R00217	R.D. FLANAGAN & ASSOC						
		I-2009-8-6	02	-5871302	CONSULTANTS(H HAZARD MIT PLANNING	047410	1,604.00
01-R00390	RI-TECH IND. PRODUCTS						
		I-0062296-IN	02	-5973203	REPAIRS & MAI SEWER DEODORIZER	047413	241.00
01-R00600	RURAL WATER DISTRICT #1						
		I-JULY	02	-5267316	WATER UTILITY WATER @ LANDFILL	047317	245.36
01-S00224	HERCULES HARDWARE						
		I-712440	02	-5973203	REPAIRS & MAI MOISTURE CONTROL TAPE	047370	97.90
01-S00726	STAPLES BUSINESS ADVANT						
		I-3122801497	02	-5972316	REPAIRS & MAI 5 SHELF BOOKCASE	047418	220.00
		I-3122801497	02	-5972316	REPAIRS & MAI DOOR PACK	047418	55.00
		I-33622	02	-5866202	OPERATING SUP CHAIR	047418	229.34
01-S00976	SYSTEM SCALE/OKLA. SCAL						
		I-TU 0006961	02	-5864203	REPAIRS & MAI SCALE REPAIR - RETESTED-	047420	947.00
01-T00370	TIPPIT INSURANCE						
		I-28927	02	-5267322	LIABILITY INS MPWA FUND %	047422	151.15
		I-28974	02	-5267322	LIABILITY INS MPWA	047422	28,114.86
01-T00612	TULSA FREIGHTLINER						
		I-110338	02	-5862203	REPAIRS & MAI SERVICE CALL - SANITATION	047424	665.00
01-U00053	UTILITY SUPPLY						
		I-040448	02	-5975333	WATER MAIN RE SUPPLIES FOR WATER BREAKS	047429	428.73
		I-040449	02	-5975333	WATER MAIN RE SUPPLIES FOR WATER BREAKS	047429	57.02
		I-040450	02	-5975333	WATER MAIN RE SUPPLIES FOR WATER BREAKS	047429	71.00
		I-040451	02	-5975333	WATER MAIN RE SUPPLIES FOR WATER BREAKS	047429	56.43
		I-040452	02	-5975333	WATER MAIN RE SUPPLIES FOR WATER BREAKS	047429	21.57
		I-040595	02	-5975333	WATER MAIN RE SUPPLIES FOR WATER BREAKS	047429	24.00
		I-040807	02	-5975333	WATER MAIN RE SUPPLIES FOR WATER BREAKS	047429	120.25
		I-040808	02	-5975333	WATER MAIN RE SUPPLIES FOR WATER BREAKS	047429	57.09
		I-040809	02	-5975333	WATER MAIN RE SUPPLIES FOR WATER BREAKS	047429	57.09
		I-040945	02	-5975333	WATER MAIN RE SUPPLIES FOR WATER BREAKS	047429	109.07
		I-040946	02	-5975333	WATER MAIN RE SUPPLIES FOR WATER BREAKS	047429	434.83
		I-040947	02	-5975209	UTILITY MAINT PARTS - REPAIR WATER BREA	047429	4,818.65
		I-040948	02	-5975333	WATER MAIN RE SUPPLIES FOR WATER BREAKS	047429	66.07
01-U00128	UNITED PACKAGING & SHIP						
		I-67241	02	-5864202	OPERATING SUP WATER SAMPLES TO GREEN CO	047426	91.43
01-U00130	UNITED SAFETY & CLAIMS						

PACKET: 04502 CLAIMS FOR 8/25/09

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-U00130	UNITED SAFETY & CLAIMS		continued			
		I-09-26001	02 -5267106	WORKMAN'S COM MED BILLS 7/29/09 TO 8/11	047427	8,399.91
01-W00072	WARREN CAT					
		I-PS100313365	02 -5862203	REPAIRS & MAI TUBE, SEAL, LINES FOR CAT	047431	598.88
			FUND 02 MPWA		TOTAL:	137,407.39

PACKET: 04502 CLAIMS FOR 8/25/09

VENDOR SET: 01

FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00560	PUBLIC SERVICE/AEP					
		I-09-25933	03 -5876313	ELECTRIC UTIL 95291700219 - AIRPORT	047316	937.87
01-T00370	TIPPIT INSURANCE					
		I-28927	03 -5876322	INSURANCE/BON AIRPORT FUND %	047422	8.24
		I-28974	03 -5876322	INSURANCE/BON AIRPORT	047422	30,997.24
			FUND 03	AIRPORT AUTHORITY	TOTAL:	31,943.35

PACKET: 04502 CLAIMS FOR 8/25/09

VENDOR SET: 01

FUND : 05 PARKING AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00560	PUBLIC SERVICE/AEP	1-09-25889	05 -5218313	ELECTRIC UTIL 95244019006 - PARKING AUT	047316	86.13
			FUND	05 PARKING AUTHORITY	TOTAL:	86.13

PACKET: 04502 CLAIMS FOR 8/25/09

VENDOR SET: 01

FUND : 08 NUTRITION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00747	AT&T					
		I-09-25934	08 -5549315	TELEPHONE UTI 918A4006692564 - NUTRITIO	047311	129.22
01-D00213	DEBBIE COMPTON					
		I-09-25944	08 -5549308	CONTRACT SERV REIMB OF MILEAGE	047349	129.80
		I-09-25947	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	047350	150.00
01-E00207	EMMA E. BELLIS					
		I-09-25945	08 -5549308	CONTRACT SERV REIMB OF MILEAGE	047355	77.00
		I-09-25946	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	047355	105.00
01-G00220	KENNETH EUGENE CARR					
		I-09-25943	08 -5549308	CONTRACT SERV REIMB OF MILEAGE	047363	137.50
			FUND 08 NUTRITION		TOTAL:	728.52

PACKET: 04502 CLAIMS FOR 8/25/09

VENDOR SET: 01

FUND : 28 SE EXPO CTR/TOURISM FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00201	FLAMECO FIRE & SAFETY,	I-15054	28 -5654316	REPAIRS & MAI ANNUAL HOOD INSPECTION	047359	89.00
01-P00560	PUBLIC SERVICE/AEP	I-09-25933	28 -5654313	ELECTRIC UTIL 95297190423 - EXPO	047316	5,340.75
01-S00190	SECURITY SYS. & ENG. IN	I-25359	28 -5654316	REPAIRS & MAI ALARM MONITORING SERVICE	047414	70.00
01-S00726	STAPLES BUSINESS ADVANT	I-3122542998	28 -5654202	OPERATING SUP OFFICE SUPPLIES	047418	220.38
01-T00370	TIPPIT INSURANCE	I-28927	28 -5654322	LIABILITY INS EXPO FUND %	047422	38.47
		I-28974	28 -5654322	LIABILITY INS EXPO	047422	8,741.24
			FUND 28	SE EXPO CTR/TOURISM FUND TOTAL:		14,499.84

PACKET: 04502 CLAIMS FOR 8/25/09

VENDOR SET: 01

FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
31-A0050	ANYTIME PRODUCTS					
		I-86609	29 -5324316	REPAIRS-MAINT FIVE TIER LOCKERS	047326	487.98
31-A00747	AT&T					
		I-09-25934	29 -5324315	TELEPHONE UTI 91868300256872 - E911	047311	2,532.29
31-H00054	HAMPTON INN					
		I-09-25527	29 -5324331	EMPLOYEE TRAV TELETYPE CERTIFICATION	047369	332.00
31-L00428	LOWE'S CREDIT SERVICES					
		I-09670	29 -5324316	REPAIRS-MAINT MISC SUPPLISE - 911 CTR	047384	97.92
31-T00370	TIPPIT INSURANCE					
		I-28927	29 -5324322	LIABILITY INS E911 FUND #	047422	13.74
31-W00270	WHITE ELECTRICAL SUPPLY					
		I-S1098175.001	29 -5324316	REPAIRS-MAINT MISC SUPPLIES: 911 CTR	047433	45.90
		I-S1102879.001	29 -5324316	REPAIRS-MAINT LIGHTING: 911 CTR	047433	726.14
			FUND	29 E-911	TOTAL:	4,235.97

PACKET: 04502 CLAIMS FOR 8/25/09

VENDOR SET: 01

FUND : 30 ECONOMIC DEVELOPMENT

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

01-M00270	MEDS					
		I-AUG 2009	30 -5211360	MC ECONOMIC D MONTHLY EXP PER CONTRACT	047393	18,320.75
		I-AUGUST 2009	30 -5211360	MC ECONOMIC D MONTHLY EXP PER CONTRACT	047393	18,320.75
		I-JULY 2009	30 -5211360	MC ECONOMIC D MONTHLY EXP PER CONTRACT	047393	18,320.75
01-MC0134	MCALESTER MAIN STREET					
		I-AUG 2009	30 -5211353	MAIN STREET P MONTHLY EXP PER CONTRACT	047389	2,500.00
01-P00450	PRIDE IN MCALESTER					
		I-AUG 2009	30 -5211352	MISC PRIDE IN PER CONTRACT	047408	5,000.00
				FUND 30 ECONOMIC DEVELOPMENT	TOTAL:	62,462.25

PACKET: 04502 CLAIMS FOR 8/25/09

VENDOR SET: 01

FUND : 38 DEDICATED SALES TAX-MPWA

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

01-B00094	BANCFIRST-LEASE PAYMENT					
		I-9138	38 -5215520	AGENT FEES BOND SERVICES	047331	2,500.00
01-B00417	BOND LOGISTIX LLC					
		I-42182-1188/062209	38 -5215520	AGENT FEES 42182-1188/062209-1999	047337	1,500.00
		I-42182-1467/072809	38 -5215520	AGENT FEES 42182-1467/072809-2002	047337	1,500.00
			FUND 38	DEDICATED SALES TAX-MPWA TOTAL:		5,500.00
				REPORT GRAND TOTAL:		420,814.02

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2009-2010	01 -5101350	ELECTIONS	1,263.56	0	7,889.66-	Y	
	01 -5210202	OPERATING SUPPLIES	139.63	0	346.60-	Y	
	01 -5211202	OPERATING SUPPLIES	321.76	0	2,025.14-	Y	
	01 -5211402	CAPITAL OUTLAY	1,500.00	0	1,500.00-	Y	
	01 -5212317	ADVERTISING & PRINTING	13.95	0	250.00-	Y	
	01 -5213336	FEES	6,865.99	0	14,889.13-	Y	
	01 -5213337	COLLECTION SERVICES	919.19	0	919.19-	Y	
	01 -5214302	CONSULTANTS	5,599.45	0	28,681.72-	Y	
	01 -5215106	WORKMAN'S COMP	8,399.92	0	42,226.58-	Y	
	01 -5215313	ELECTRIC UTILITY	26,837.48	0	53,107.71-	Y	
	01 -5215314	GAS UTILITY	21.33	0	680.72-	Y	
	01 -5215315	TELEPHONE UTILITY	7,618.33	0	15,302.14-	Y	
	01 -5215316	REPAIRS & MAINTENANCE	85.00	0	85.00-	Y	
	01 -5215321	AUTO INSURANCE	39.00	0	11,964.34-	Y	
	01 -5215322	LIABILITY INSURANCE/BONDS	18,822.06	0	80,258.56-	Y	
	01 -5215323	DAMAGES	1,645.10	0	5,424.37-	Y	
	01 -5215510	LEASE PAYMENT	5,185.00	0	25,925.00-	Y	
	01 -5225401	COMPUTER TECHNOLOGY	402.96	0	802.95-	Y	
	01 -5320202	OPERATING EXPENSE	122.74	0	1,059.94-	Y	
	01 -5321202	OPERATING SUPPLIES	1,517.69	0	2,654.88-	Y	
	01 -5321308	CONTRACTED SERVICES	350.00	0	2,429.77-	Y	
	01 -5321316	REPAIRS & MAINTENANCE	120.74	0	807.59-	Y	
	01 -5321317	ADVERTISING & PRINTING/PRO	360.00	0	648.00-	Y	
	01 -5321324	SWAT	70.00	0	1,510.00-	Y	
	01 -5324202	OPERATING SUPPLIES	481.83	0	481.83-	Y	
	01 -5431202	OPERATING SUPPLIES	992.04	0	7,275.97-	Y	
	01 -5431203	REPAIRS & MAINT SUPPLIES	905.07	0	2,997.07-	Y	
	01 -5431204	SMALL TOOLS	414.40	0	1,599.61-	Y	
	01 -5431207	CLOTHING ALLOWANCE	493.96	0	7,393.07-	Y	
	01 -5431316	REPAIRS & MAINTENANCE	378.05	0	2,068.96-	Y	
	01 -5431330	DUES & SUBSCRIPTIONS	150.00	0	1,844.00-	Y	
	01 -5431331	EMPLOYEE TRAVEL & TRAININ	2,120.00	0	5,018.26-	Y	
	01 -5431401	CAPITAL OUTLAY	6,834.00	0	13,834.00-	Y	
	01 -5542202	OPERATING SUPPLIES	1,535.33	0	3,975.45-	Y	
	01 -5542203	REPAIRS & MAINT SUPPLIES	923.53	0	8,971.73-	Y	
	01 -5542204	SMALL TOOLS	521.16	0	1,321.15-	Y	
	01 -5542206	CHEMICALS	1,731.00	0	3,736.00-	Y	
	01 -5542220	DONATIONS EXPENSE	1,303.00	0	1,303.00-	Y	
	01 -5542308	CONTRACTED SERVICES	1,675.00	0	3,787.29-	Y	
	01 -5542319	MISCELLANEOUS	101.85	0	2,951.85-	Y	
	01 -5542330	DUES & SUBSCRIPTIONS	200.00	0	325.00-	Y	
	01 -5542331	EMPLOYEE TRAVEL & TRAININ	89.68	0	198.59-	Y	
	01 -5543202	OPERATING SUPPLIES	85.06	0	1,967.07-	Y	
	01 -5544202	OPERATING SUPPLIES	128.65	0	2,847.99-	Y	
	01 -5544308	CONTRACT LABOR	240.00	0	4,340.00-	Y	

** 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	-5545311	PARKING RENTAL	375.00	0	2,250.00-	Y	
01	-5548203	REPAIRS & MAINTENANCE SUPP	1,572.42	0	5,936.60-	Y	
01	-5548316	REPAIRS & MAINTENANCE	800.00	0	2,536.00-	Y	
01	-5652317	ADVERTISING & PRINTING	48.00	0	551.30-	Y	
01	-5652318	ABATEMENTS	2,868.77	0	2,868.77-	Y	
01	-5652401	CAPITAL OUTLAY	1,500.00	0	1,500.00-	Y	
01	-5653213	SAFETY SUPPLIES	599.75	0	1,745.15-	Y	
01	-5653348	DRUG TESTING & MISC. FEES	69.00	0	2,328.80-	Y	
01	-5862202	OPERATING SUPPLIES	229.34	0	329.34-	Y	
01	-5862203	REPAIRS & MAINT SUPPLIES	5,734.40	0	44,252.21-	Y	
01	-5862205	PETROLEUM PRODUCTS	18,776.32	0	34,822.30-	Y	
01	-5865202	OPERATING SUPPLIES	496.86	0	1,067.81-	Y	
01	-5865218	STREET REPAIRS & MAINTENAN	21,356.22	0	104,000.32-	Y	
02	-5216202	OPERATING SUPPLIES	3,142.50	0	6,022.31-	Y	
02	-5216317	POSTAGE	9,000.00	0	9,000.00-	Y	
02	-5267106	WORKMAN'S COMP	8,399.91	0	31,715.00-	Y	
02	-5267313	ELECTRIC UTILITY	35,627.98	0	68,479.23-	Y	
02	-5267314	GAS UTILITY	8.00	0	332.85-	Y	
02	-5267315	TELEPHONE UTILITY	3,701.60	0	7,232.22-	Y	
02	-5267316	WATER UTILITY	245.36	0	2,300.00-	Y	
02	-5267322	LIABILITY INSURANCE/BONDS	28,266.01	0	60,983.06-	Y	
02	-5862203	REPAIRS & MAINT SUPPLIES	23,322.67	0	65,345.60-	Y	
02	-5862205	PETROLEUM PRODUCTS	11,362.33	0	28,104.83-	Y	
02	-5864202	OPERATING SUPPLIES	91.43	0	1,668.43-	Y	
02	-5864203	REPAIRS & MAINT SUPPLIES	947.00	0	947.00-	Y	
02	-5866202	OPERATING SUPPLIES	229.34	0	789.34-	Y	
02	-5866204	SMALL TOOLS	480.37	0	480.37-	Y	
02	-5871202	OPERATING SUPPLIES	212.37	0	431.79-	Y	
02	-5871302	CONSULTANTS(HMP & SW PHASE	1,604.00	0	3,500.00-	Y	
02	-5972316	REPAIRS & MAINT.	275.00	0	275.00-	Y	
02	-5973203	REPAIRS & MAINT SUPPLIES	1,152.87	0	13,738.52-	Y	
02	-5973206	CHEMICALS	940.00	0	2,009.00-	Y	
02	-5973316	REPAIRS & MAINTENANCE	2,076.85	0	3,465.12-	Y	
02	-5975209	UTILITY MAINTENANCE SUPP.	4,818.65	0	10,146.52-	Y	
02	-5975333	WATER MAIN REPAIR	1,503.15	0	6,328.29-	Y	
03	-5876313	ELECTRIC UTILITY	937.87	0	1,682.99-	Y	
03	-5876322	INSURANCE/BONDS	31,005.48	0	33,622.01-	Y	
05	-5218313	ELECTRIC UTILITY	86.13	0	151.76-	Y	
08	-5549308	CONTRACT SERVICES	599.30	0	2,733.25-	Y	
08	-5549315	TELEPHONE UTILITY	129.22	0	246.55-	Y	
28	-5654202	OPERATING SUPPLIES	220.38	0	220.38-	Y	
28	-5654313	ELECTRIC UTILITY	5,340.75	0	9,571.73-	Y	
28	-5654316	REPAIRS & MAINTENANCE	159.00	0	2,850.50-	Y	
28	-5654322	LIABILITY INSURANCE/BONDS	8,779.71	0	13,636.24-	Y	
29	-5324315	TELEPHONE UTILITY	2,532.29	0	5,000.44-	Y	

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	*****LINE ITEM*****		*****GROUP BUDGET*****	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	29 -5324316	REPAIRS-MAINTENANCE	1,357.94	0	3,042.24-	Y	
	29 -5324322	LIABILITY INSURANCE/BONDS	13.74	0	1,322.44-	Y	
	29 -5324331	EMPLOYEE TRAVEL & TRAININ	332.00	0	332.00-	Y	
	30 -5211352	MISC PRIDE IN MCALESTER	5,000.00	0	15,000.00-	Y	
	30 -5211353	MAIN STREET PROGRAM	2,500.00	0	15,000.00-	Y	
	30 -5211360	MC ECONOMIC DEVELOPMENT	54,962.25	0	301,351.19-	Y	
	38 -5215520	AGENT FEES	5,500.00	0	5,500.00-	Y	
	** 2009-2010 YEAR TOTALS **		420,814.02				

NO ERRORS

** END OF REPORT **

**CLAIMS FROM AUGUST 12, 2009
THRU
AUGUST 25, 2009**

**VOIDED MEDS CHECK #47393
FOR \$54,962.25 & REPLACED
WITH CHECK #47447 \$18,320.75**

PACKET: 04510 CLAIMS FOR 8/25/09 MEDS

VENDOR SET: 01

FUND : 30 ECONOMIC DEVELOPMENT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-M00270	MEDS					
		I-AUG 09	30 -5211360	MC ECONOMIC D MONTHLY EXP PER CONTRACT	047447	18,320.75
				FUND 30 ECONOMIC DEVELOPMENT	TOTAL:	18,320.75
					REPORT GRAND TOTAL:	18,320.75

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2009-2010	30 -5211360	MC ECONOMIC DEVELOPMENT	18,320.75	0	264,709.69-	Y	
	**	2009-2010 YEAR TOTALS	** 18,320.75				

NO ERRORS

** END OF REPORT **

01-M00270 ** MEDS **

047393 08/25/2009

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
08/03/2009	AUG 2009	09-25819	MONTHLY EXP PER CONTRACT	18,320.75
08/14/2009	AUGUST 2009	09-25819	MONTHLY EXP PER CONTRACT	18,320.75
08/03/2009	JULY 2009	09-25819	MONTHLY EXP PER CONTRACT	18,320.75

VOID

CHECK TOTAL 54,962.25

CITY OF McALESTER
 1ST & WASHINGTON
 P.O. BOX 578
 McALESTER, OK 74502
 918-423-9300

THE FIRST NATIONAL BANK & TRUST CO.
 McALESTER, OK 74502

47393

86-21/1031

DATE 08/25/2009 047393

AMOUNT \$***54,962.25
 VOID AFTER 180 DAYS

VOID

PAY ----- FIFTY FOUR THOUSAND NINE HUNDRED SIXTY TWO & 25/100 DOLLARS -----

** MEDS **
 PO BOX 3190
 McALESTER, OK 74502

TO THE ORDER OF

Sperry Alessi
 CITY TREASURER
Mark B. Rode
 CITY MANAGER

⑈047393⑈ ⑆103100218⑆ ⑆1044699⑆

CITY OF McALESTER 1ST & WASHINGTON, P.O. BOX 578, McALESTER, OK 74502

47393

01-M00270 ** MEDS **

047393 08/25/2009

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
08/03/2009	AUG 2009	09-25819	MONTHLY EXP PER CONTRACT	18,320.75
08/14/2009	AUGUST 2009	09-25819	MONTHLY EXP PER CONTRACT	18,320.75
08/03/2009	JULY 2009	09-25819	MONTHLY EXP PER CONTRACT	18,320.75

VOID

** MEDS **
 PO BOX 3190
 McALESTER, OK 74502

CHECK TOTAL 54,962.25



McAlester City Council

AGENDA REPORT

Meeting Date: August 25, 2009
Department: City Manager
Prepared By: Mark B. Roath
Date Prepared: August 17, 2009

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

Subject

Presentation of the "Yard of the Month".

Recommendation

Discussion

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	<u>MBR</u>	<u>08/17/09</u>



McAlester City Council

AGENDA REPORT

Meeting Date: August 25, 2009 Item Number: 2
Department: City Manager
Prepared By: Mark B. Roath Account Code: _____
Date Prepared: August 17, 2009 Budgeted Amount: _____
Exhibits: One

Subject

Presentation of the Mayor's Monthly Financial Report through July 31, 2009.

Recommendation

Discussion

Approved By

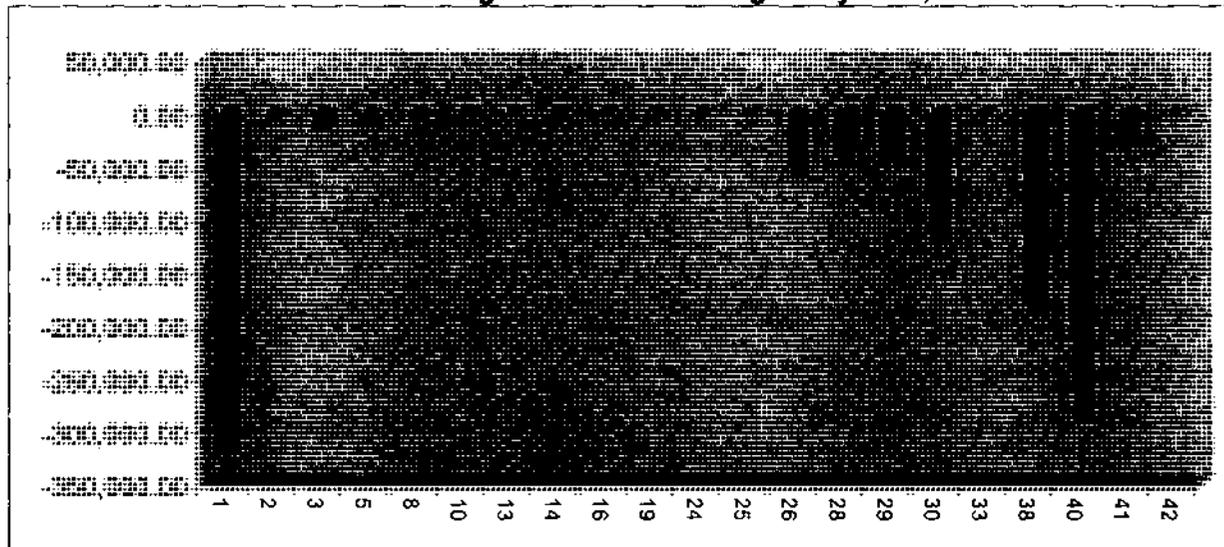
	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	<u>MBR</u>	<u>08/17/09</u>

Revenue Recap Through July 31st, 2009

Month: 1

Fund	Fund Name	Annual Budget	Monthly		YTD Actual	YTD	
			Budget	Current Period		Variance From Budget	Budget
1	General Fund	14,568,450.00	1,214,037.50	892,769.84	-321,267.66	1,214,037.50	-321,267.66
2	MPWA	9,782,210.00	815,184.17	809,260.29	-5,923.88	815,184.17	-5,923.88
3	Airport Authority	287,456.00	23,954.67	7,008.63	-16,946.04	23,954.67	-16,946.04
5	Parking Authority	22,390.00	1,865.83	780.00	-1,085.83	1,865.83	-1,085.83
8	Nutrition	287,838.00	23,986.50	14,007.14	-9,979.36	23,986.50	-9,979.36
10	Wellness Center	0.00	0.00	0.00	0.00	0.00	0.00
13	Juvenile Fine/Reserve	53,444.00	4,453.67	1,802.29	-2,651.38	4,453.67	-2,651.38
14	COPS /Grant	13,500.00	1,125.00	0.00	-1,125.00	1,125.00	-1,125.00
16	State Forfeiture Fund	145.00	12.08	6.55	-5.53	12.08	-5.53
19	Fire Improvement Gmt	0.00	0.00	0.00	0.00	0.00	0.00
24	Airport Grant	27,808.00	2,317.33	0.00	-2,317.33	2,317.33	-2,317.33
25	Airport Hangars	36,760.00	3,063.33	0.00	-3,063.33	3,063.33	-3,063.33
26	Educational Fund	1,629,121.00	135,760.08	81,643.00	-54,117.08	135,760.08	-54,117.08
28	SE EXPO Ctr/Tourism	1,093,643.00	91,136.92	48,078.31	-43,058.61	91,136.92	-43,058.61
29	E-911	1,192,786.00	99,398.83	64,466.30	-34,932.53	99,398.83	-34,932.53
30	Economic Development	2,732,337.00	227,694.75	100,387.75	-127,307.00	227,694.75	-127,307.00
33	CDBG Grants Fund	0.00	0.00	0.00	0.00	0.00	0.00
38	Dedicated Sales Tax-M	6,126,789.00	510,565.75	324,821.01	-185,744.74	510,565.75	-185,744.74
40	Emergency Fund	3,600,822.00	300,068.50	2,627.64	-297,440.86	300,068.50	-297,440.86
41	CIP Fund	389,321.00	32,443.42	57.87	-32,385.55	32,443.42	-32,385.55
42	Dept of Trea/Equitable	8,040.00	670.00	710.50	40.50	670.00	40.50
Total:		41,852,860.00	3,487,738.33	2,348,427.12	-1,139,311.21	3,487,738.33	-1,139,311.21

YTD Budget Variance Through July 31st, 2009

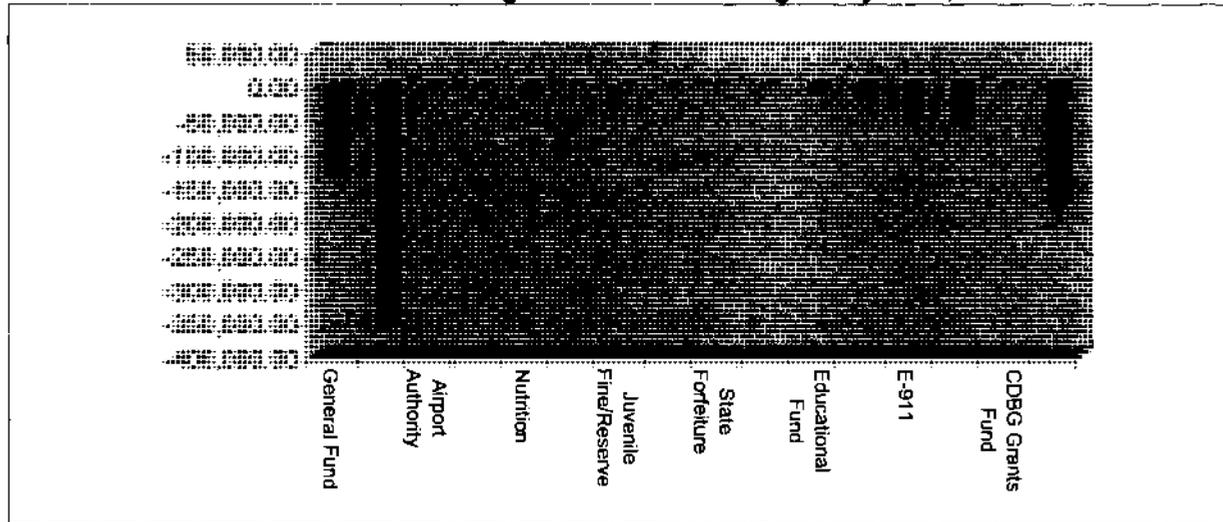


Expense Recap Through July 31st, 2009

Month: 1

Fund	Fund Name	Annual Budget	Monthly Budget	Current Period	Monthly	YTD Actual	YTD	YTD
					Variance From Budget		Budget	Variance From Budget
1	General Fund	14,486,432.00	1,207,202.67	1,070,541.63	-136,661.04	1,070,541.63	1,207,202.67	-136,661.04
2	MPWA	8,168,935.96	680,744.66	322,219.08	-358,525.58	322,219.08	680,744.66	-358,525.58
3	Airport Authority	224,704.00	18,725.33	15,120.84	-3,604.49	15,120.84	18,725.33	-3,604.49
5	Parking Authority	3,000.00	250.00	65.63	-184.37	65.63	250.00	-184.37
8	Nutrition	287,838.00	23,986.50	21,713.18	-2,273.32	21,713.18	23,986.50	-2,273.32
10	Wellness Center	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13	Juvenile Fine/Reserve	8,626.00	718.83	0.00	-718.83	0.00	718.83	-718.83
14	COPS /Grant	13,500.00	1,125.00	0.00	-1,125.00	0.00	1,125.00	-1,125.00
16	State Forfeiture Fund	145.00	12.08	799.00	786.92	799.00	12.08	786.92
24	Airport Grant	27,808.00	2,317.33	0.00	-2,317.33	0.00	2,317.33	-2,317.33
26	Educational Fund	842,062.00	70,171.83	53,543.12	-16,628.71	53,543.12	70,171.83	-16,628.71
28	SE EXPO Ctr/Tourism	708,742.00	59,061.83	31,124.34	-27,937.49	31,124.34	59,061.83	-27,937.49
29	E-911	960,410.00	80,034.17	23,263.83	-56,770.34	23,263.83	80,034.17	-56,770.34
30	Economic Development	1,608,599.00	134,049.92	72,438.12	-61,611.80	72,438.12	134,049.92	-61,611.80
33	CDBG Grants Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00
38	Dedicated Sales Tax-M	5,449,250.00	454,104.17	270,894.93	-183,209.24	270,894.93	454,104.17	-183,209.24
40	Emergency Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41	CIP Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00
42	Dept. of Treas/Equitab	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total:		32,790,051.96	2,732,504.33	1,881,723.70	-850,780.63	1,881,723.70	2,732,504.33	-850,780.63

YTD Budget Variance Through July 31st, 2009

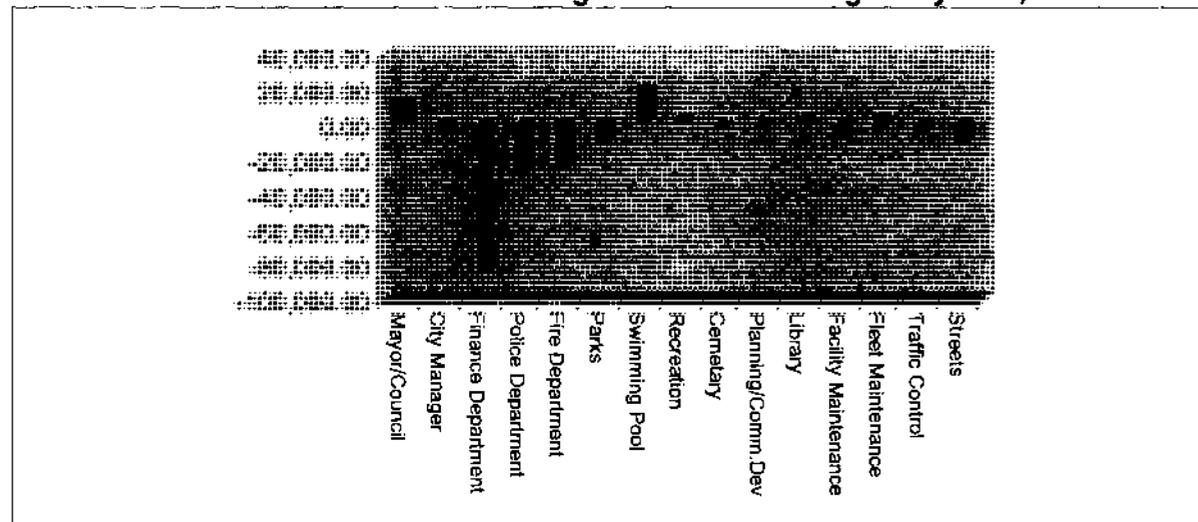


General Fund Expense Recap Through July 31st, 2009

Month: 1

Dept	Fund Name	Annual Budget	Monthly Budget	Current Period	Monthly Variance From Budget	YTD Actual	YTD Budget	YTD Variance From Budget
Legislat	Mayor/Council	362,410.00	30,200.83	44,067.87	13,867.04	44,067.87	30,200.83	13,867.04
Admin	City Manager	373,937.00	31,161.42	25,234.08	-5,927.34	25,234.08	31,161.42	-5,927.34
Admin	Finance Department	2,550,569.00	212,547.42	128,019.70	-84,527.72	128,019.70	212,547.42	-84,527.72
Police	Police Department	3,826,926.00	318,910.50	293,550.80	-25,359.70	293,550.80	318,910.50	-25,359.70
Fire	Fire Department	3,334,611.00	277,884.25	251,588.64	-26,295.61	251,588.64	277,884.25	-26,295.61
Comm.Serv.	Parks	932,075.00	77,672.92	65,672.22	-12,000.70	65,672.22	77,672.92	-12,000.70
Comm.Serv.	Swimming Pool	143,811.00	11,984.25	33,407.57	21,423.32	33,407.57	11,984.25	21,423.32
Comm.Serv.	Recreation	235,342.00	19,611.83	23,244.63	3,632.80	23,244.63	19,611.83	3,632.80
Comm.Serv.	Cemetery	326,633.00	27,219.42	24,470.25	-2,749.17	24,470.25	27,219.42	-2,749.17
Plan Comm.Dev	Planning/Comm.Dev	365,121.00	30,426.75	27,879.87	-2,546.88	27,879.87	30,426.75	-2,546.88
Public Works	Library	0.00	0.00	3,706.34	3,706.34	3,706.34	0.00	3,706.34
Public Works	Facility Maintenance	252,607.00	21,050.58	12,472.78	-8,577.80	12,472.78	21,050.58	-8,577.80
Public Works	Fleet Maintenance	692,639.00	57,719.92	62,012.78	4,292.86	62,012.78	57,719.92	4,292.86
Public Works	Traffic Control	221,128.00	18,427.33	13,625.80	-4,801.53	13,625.80	18,427.33	-4,801.53
Public Works	Streets	868,623.00	72,385.25	61,588.30	-10,796.95	61,588.30	72,385.25	-10,796.95
Total:		14,486,432.00	1,207,202.67	1,070,541.63	-62,360.81	1,070,541.63	1,207,202.67	-136,661.04

General Fund YTD Budget Variance Through July 31st, 2009

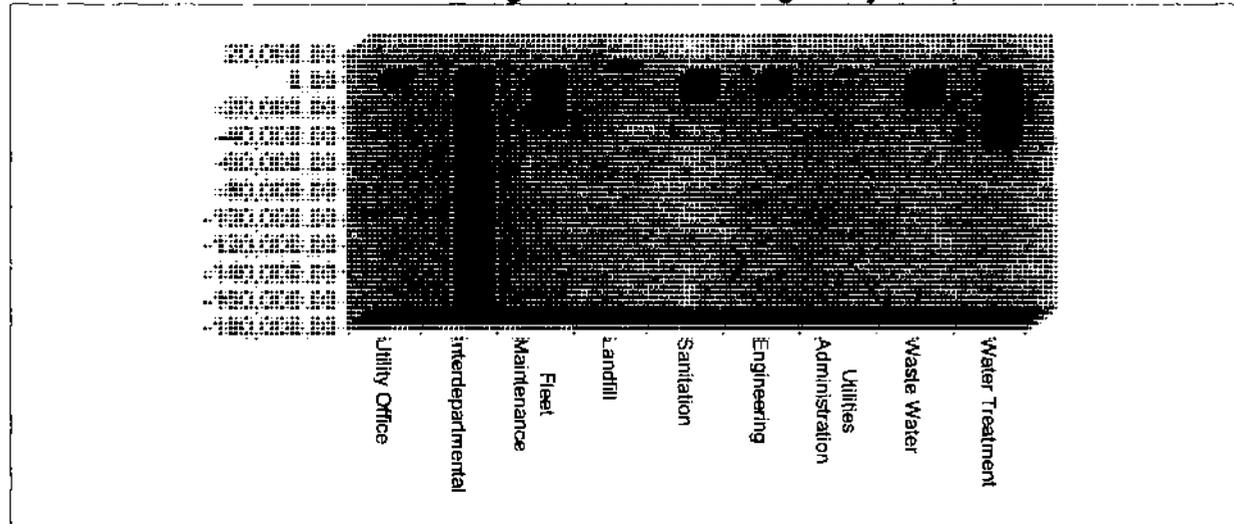


MPWA Fund Expense Recap Through July 31st, 2009

Month: 1

Dept	Fund Name	Annual Budget	Monthly Budget	Current Period	Monthly Variance From Budget	YTD Actual	YTD Budget	YTD Variance From Budget
Administrative	Utility Office	373,107.00	31,092.25	23,481.66	-7,610.59	23,481.66	31,092.25	-7,610.59
Administrative	Interdepartmental	2,743,719.96	228,643.33	52,680.00	-175,963.33	52,680.00	228,643.33	-175,963.33
Public Works	Fleet Maintenance	743,498.00	61,958.17	19,655.00	-42,303.17	19,655.00	61,958.17	-42,303.17
Public Works	Landfill	359,956.00	29,996.33	35,580.34	5,584.01	35,580.34	29,996.33	5,584.01
Public Works	Sanitation	798,585.00	66,548.75	43,641.00	-22,907.75	43,641.00	66,548.75	-22,907.75
Engineering	Engineering	402,370.00	33,530.83	16,823.33	-16,707.50	16,823.33	33,530.83	-16,707.50
Utilities	Utilities Administration	143,715.00	11,976.25	11,248.74	-727.51	11,248.74	11,976.25	-727.51
Utilities	Waste Water	850,400.00	70,866.67	44,207.85	-26,658.82	44,207.39	70,866.67	-26,659.28
Utilities	Water Treatment	1,099,090.00	91,590.83	37,936.70	-53,654.13	37,936.70	91,590.83	-53,654.13
Utilities	Utility Maintenance	654,495.00	54,541.25	36,964.46	-17,576.79	36,964.46	54,541.25	-17,576.79
Total:		8,168,935.96	680,744.66	322,219.08	-358,525.58	322,218.62	680,744.66	-358,526.05

MPWA YTD Budget Variance Through July 31st, 2009



REVENUE SUMMARY

AS OF: JULY 31ST, 2009

REVENUES

ACCOUNT	ANNUAL BUDGET	CURRENTNT PERIOD	Y-T-D ACTUAL	PERC. BUDGET	BUDGET BALANCE	Y-T-D ENCUMB.	ENCUMB. BALANCE
01 -GENERAL FUND							
TAXES	10,455,000.00	761,552.24	761,552.24	7.28	9,693,447.76	0.00	9,693,447.76
LICENSES AND PERMITS	108,290.00	4,924.00	4,924.00	4.55	103,366.00	0.00	103,366.00
GRANTS	24,000.00	2,335.96	2,335.96	9.73	21,664.04	0.00	21,664.04
CHARGES FOR SERVICES	916,332.00	58,104.97	58,104.97	6.34	858,227.03	0.00	858,227.03
FINES AND FORFEITURES	856,500.00	48,902.21	48,902.21	5.71	807,597.79	0.00	807,597.79
MISCELLANEOUS	242,500.00	16,950.46	16,950.46	6.99	225,549.54	0.00	225,549.54
TRANSFERS	1,721,766.00	0.00	0.00	0.00	1,721,766.00	0.00	1,721,766.00
ESTIMATED BEG BALANCE	244,062.00	0.00	0.00	0.00	244,062.00	0.00	244,062.00
TOTAL 01 -GENERAL FUND	14,568,450.00	892,769.84	892,769.84	6.13	13,675,680.16	0.00	13,675,680.16
02 -MPWA							
GRANTS	25,000.00	0.00	0.00	0.00	25,000.00	0.00	25,000.00
CHARGES FOR SERVICES	8,025,280.00	806,435.18	806,435.18	10.05	7,218,844.82	0.00	7,218,844.82
MISCELLANEOUS	4,125.00	2,825.11	2,825.11	68.49	1,299.89	0.00	1,299.89
TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ESTIMATED BEG BALANCE	1,727,805.00	0.00	0.00	0.00	1,727,805.00	0.00	1,727,805.00
TOTAL 02 -MPWA	9,782,210.00	809,260.29	809,260.29	8.27	8,972,949.71	0.00	8,972,949.71
03 -AIRPORT AUTHORITY							
CHARGES FOR SERVICES	89,560.00	7,008.63	7,008.63	7.83	82,551.37	0.00	82,551.37
MISCELLANEOUS	1,200.00	0.00	0.00	0.00	1,200.00	0.00	1,200.00
TRANSFERS	125,454.00	0.00	0.00	0.00	125,454.00	0.00	125,454.00
ESTIMATED BEG BALANCE	71,242.00	0.00	0.00	0.00	71,242.00	0.00	71,242.00
TOTAL 03 -AIRPORT AUTHORITY	287,456.00	7,008.63	7,008.63	2.44	280,447.37	0.00	280,447.37
05 -PARKING AUTHORITY							
CHARGES FOR SERVICES	7,200.00	780.00	780.00	10.83	6,420.00	0.00	6,420.00
ESTIMATED BEG BALANCE	15,190.00	0.00	0.00	0.00	15,190.00	0.00	15,190.00
TOTAL 05 -PARKING AUTHORITY	22,390.00	780.00	780.00	3.48	21,610.00	0.00	21,610.00
07 -CAPITAL OUTLAY LEASE/LOAN							
ESTIMATED BEG BALANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 07 -CAPITAL OUTLAY LEASE/LO	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08 -NUTRITION							
GRANTS	72,000.00	14,007.14	14,007.14	19.45	57,992.86	0.00	57,992.86
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TRANSFERS	215,838.00	0.00	0.00	0.00	215,838.00	0.00	215,838.00
ESTIMATED BEG BALANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 08 -NUTRITION	287,838.00	14,007.14	14,007.14	4.87	273,830.86	0.00	273,830.86

REVENUE SUMMARY

AS OF: JULY 31ST, 2009

REVENUES

ACCOUNT	ANNUAL BUDGET	CURRENTNT PERIOD	Y-T-D ACTUAL	PERC. BUDGET	BUDGET BALANCE	Y-T-D ENCUMB.	ENCUMB. BALANCE
10 -WELLNESS CENTER							
TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ESTIMATED BEG BALANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 10 -WELLNESS CENTER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13 -JUVENILE FINE/RESERVE							
FINES AND FORFEITURES	15,000.00	1,802.29	1,802.29	12.02	13,197.71	0.00	13,197.71
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
ESTIMATED BEG BALANCE	38,444.00	0.00	0.00	0.00	38,444.00	0.00	38,444.00
TOTAL 13 -JUVENILE FINE/RESERVE	53,444.00	1,802.29	1,802.29	3.37	51,641.71	0.00	51,641.71
14 -C.O.P.S./GRANT							
GRANTS	6,750.00	0.00	0.00	0.00	6,750.00	0.00	6,750.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TRANSFERS	6,750.00	0.00	0.00	0.00	6,750.00	0.00	6,750.00
ESTIMATED BEG BALANCE	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	0.00	0.00	13,500.00	0.00	13,500.00
16 -STATE FORFEITURE FUND							
FINES AND FORFEITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	6.55	6.55	0.00	6.55	0.00	6.55
ESTIMATED BEG BALANCE	145.00	0.00	0.00	0.00	145.00	0.00	145.00
TOTAL 16 -STATE FORFEITURE FUND	145.00	6.55	6.55	4.52	138.45	0.00	138.45
19 -FIRE IMPROVEMENT GRNT							
GRANTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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
ESTIMATED BEG BALANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 19 -FIRE IMPROVEMENT GRNT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24 -AIRPORT GRANT							
GRANTS	27,808.00	0.00	0.00	0.00	27,808.00	0.00	27,808.00
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
ESTIMATED BEG BALANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 24 -AIRPORT GRANT	27,808.00	0.00	0.00	0.00	27,808.00	0.00	27,808.00
25 -AIRPORT HANGARS							
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
ESTIMATED BEG BALANCE	36,760.00	0.00	0.00	0.00	36,760.00	0.00	36,760.00
TOTAL 25 -AIRPORT HANGARS	36,760.00	0.00	0.00	0.00	36,760.00	0.00	36,760.00

REVENUE SUMMARY

AS OF: JULY 31ST, 2009

REVENUES

ACCOUNT	ANNUAL BUDGET	CURRENTMT PERIOD	Y-T-D ACTUAL	PERC. BUDGET	BUDGET BALANCE	Y-T-D ENCUMB.	ENCUMB. BALANCE
26 -EDUCATIONAL FUND							
TAXES	1,096,625.00	81,205.25	81,205.25	7.41	1,015,419.75	0.00	1,015,419.75
MISCELLANEOUS	10,000.00	437.75	437.75	4.38	9,562.25	0.00	9,562.25
ESTIMATED BEG BALANCE	522,496.00	0.00	0.00	0.00	522,496.00	0.00	522,496.00
TOTAL 26 -EDUCATIONAL FUND	1,629,121.00	81,643.00	81,643.00	5.01	1,547,478.00	0.00	1,547,478.00
28 -SE EXPO CTR/TOURISM FUND							
TAXES	480,000.00	39,129.56	39,129.56	8.15	440,870.44	0.00	440,870.44
LICENSES AND PERMITS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CHARGES FOR SERVICES	149,130.00	8,948.75	8,948.75	6.00	140,181.25	0.00	140,181.25
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
ESTIMATED BEG BALANCE	464,513.00	0.00	0.00	0.00	464,513.00	0.00	464,513.00
TOTAL 28 -SE EXPO CTR/TOURISM FUN	1,093,643.00	48,078.31	48,078.31	4.40	1,045,564.69	0.00	1,045,564.69
29 -E-911							
TAXES	692,000.00	64,466.30	64,466.30	9.32	627,533.70	0.00	627,533.70
TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ESTIMATED BEG BALANCE	500,786.00	0.00	0.00	0.00	500,786.00	0.00	500,786.00
TOTAL 29 -E-911	1,192,786.00	64,466.30	64,466.30	5.40	1,128,319.70	0.00	1,128,319.70
30 -ECONOMIC DEVELOPMENT							
TAXES	1,096,625.00	81,205.25	81,205.25	7.41	1,015,419.75	0.00	1,015,419.75
MISCELLANEOUS	194,000.00	19,182.50	19,182.50	9.89	174,817.50	0.00	174,817.50
TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ESTIMATED BEG BALANCE	1,441,712.00	0.00	0.00	0.00	1,441,712.00	0.00	1,441,712.00
TOTAL 30 -ECONOMIC DEVELOPMENT	2,732,337.00	100,387.75	100,387.75	3.67	2,631,949.25	0.00	2,631,949.25
33 -CDBG GRANTS FUND							
GRANTS	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
ESTIMATED BEG BALANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 33 -CDBG GRANTS FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
38 -DEDICATED SALES TAX-MPWA							
TAXES	4,386,500.00	324,821.01	324,821.01	7.41	4,061,678.99	0.00	4,061,678.99
MISCELLANEOUS	13,000.00	0.00	0.00	0.00	13,000.00	0.00	13,000.00
ESTIMATED BEG BALANCE	1,727,289.00	0.00	0.00	0.00	1,727,289.00	0.00	1,727,289.00
TOTAL 38 -DEDICATED SALES TAX-MPW	6,126,789.00	324,821.01	324,821.01	5.30	5,801,967.99	0.00	5,801,967.99
40 -EMERGENCY FUND							
MISCELLANEOUS	25,541.00	2,627.64	2,627.64	10.29	22,913.36	0.00	22,913.36
TRANSFERS	200,000.00	0.00	0.00	0.00	200,000.00	0.00	200,000.00
ESTIMATED BEG BALANCE	3,375,281.00	0.00	0.00	0.00	3,375,281.00	0.00	3,375,281.00
TOTAL 40 -EMERGENCY FUND	3,600,822.00	2,627.64	2,627.64	0.07	3,598,194.36	0.00	3,598,194.36

REVENUE SUMMARY

AS OF: JULY 31ST, 2009

REVENUES

ACCOUNT	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	PERC. BUDGET	BUDGET BALANCE	Y-T-D ENCUMB.	ENCUMB. BALANCE
41 -CIP FUND							
MISCELLANEOUS	5,000.00	57.87	57.87	1.16	4,942.13	0.00	4,942.13
TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ESTIMATED BEG BALANCE	384,321.00	0.00	0.00	0.00	384,321.00	0.00	384,321.00
TOTAL 41 -CIP FUND	389,321.00	57.87	57.87	0.01	389,263.13	0.00	389,263.13
42 -FEDERAL FORFEITURE FUND							
FINES AND FORFEITURES	0.00	710.50	710.50	0.00	(710.50)	0.00	(710.50)
ESTIMATED BEG BALANCE	8,040.00	0.00	0.00	0.00	8,040.00	0.00	8,040.00
TOTAL 42 -FEDERAL FORFEITURE FUND	8,040.00	710.50	710.50	8.84	7,329.50	0.00	7,329.50
GRAND TOTAL REVENUES	41,852,860.00	2,348,427.12	2,348,427.12	5.61	39,504,432.88	0.00	39,504,432.88

REVENUE SUMMARY

AS OF: JULY 31ST, 2009

REVENUES-ALL FUNDS PROOF

ACCOUNT	ANNUAL BUDGET	CURRENTNT PERIOD	Y-T-D ACTUAL	PERC. BUDGET	BUDGET BALANCE	Y-T-D ENCUMB.	ENCUMB. BALANCE
01 -GENERAL FUND	14,568,450.00	892,769.84	892,769.84	6.13	13,675,680.16	0.00	13,675,680.16
02 -MPWA	9,782,210.00	809,260.29	809,260.29	8.27	8,972,949.71	0.00	8,972,949.71
03 -AIRPORT AUTHORITY	287,456.00	7,008.63	7,008.63	2.44	280,447.37	0.00	280,447.37
05 -PARKING AUTHORITY	22,390.00	780.00	780.00	3.48	21,610.00	0.00	21,610.00
07 -CAPITAL OUTLAY LEASE/	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08 -NUTRITION	287,838.00	14,007.14	14,007.14	4.87	273,830.86	0.00	273,830.86
10 -WELLNESS CENTER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13 -JUVENILE FINE/RESERVE	53,444.00	1,802.29	1,802.29	3.37	51,641.71	0.00	51,641.71
14 -C.O.P.S./GRANT	13,500.00	0.00	0.00	0.00	13,500.00	0.00	13,500.00
16 -STATE FORFEITURE FUND	145.00	6.55	6.55	4.52	138.45	0.00	138.45
19 -FIRE IMPROVEMENT GRNT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24 -AIRPORT GRANT	27,808.00	0.00	0.00	0.00	27,808.00	0.00	27,808.00
25 -AIRPORT HANGARS	36,760.00	0.00	0.00	0.00	36,760.00	0.00	36,760.00
26 -EDUCATIONAL FUND	1,629,121.00	81,643.00	81,643.00	5.01	1,547,478.00	0.00	1,547,478.00
28 -SE EXPO CTR/TOURISM F	1,093,643.00	48,078.31	48,078.31	4.40	1,045,564.69	0.00	1,045,564.69
29 -E-911	1,192,786.00	64,466.30	64,466.30	5.40	1,128,319.70	0.00	1,128,319.70
30 -ECONOMIC DEVELOPMENT	2,732,337.00	100,387.75	100,387.75	3.67	2,631,949.25	0.00	2,631,949.25
33 -CDBG GRANTS FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
38 -DEDICATED SALES TAX-M	6,126,789.00	324,821.01	324,821.01	5.30	5,801,967.99	0.00	5,801,967.99
40 -EMERGENCY FUND	3,600,822.00	2,627.64	2,627.64	0.07	3,598,194.36	0.00	3,598,194.36
41 -CIP FUND	389,321.00	57.87	57.87	0.01	389,263.13	0.00	389,263.13
42 -FEDERAL FORFEITURE FU	8,040.00	710.50	710.50	8.84	7,329.50	0.00	7,329.50
GRAND TOTAL REVENUES	41,852,860.00	2,348,427.12	2,348,427.12	5.61	39,504,432.88	0.00	39,504,432.88

CITY OF MCALISTER
DEPARTMENT EXPENSE SUMMARY
AS OF: JULY 31ST, 2009

ACCOUNT	ANNUAL BUDGET	CURRENT INT PERIOD	Y-T-D ACTUAL	PERC. BUDGET	BUDGET BALANCE	Y-T-D ENCUMB.	ENCUMB. BALANCE
01-GENERAL FUND							
LEGISLATIVE DEPARTMENT							
MAYOR/COUNCIL	140,595.00	30,038.77	30,038.77	21.37	110,556.23	6,000.00	104,556.23
CITY CLERK	75,825.00	5,489.90	5,489.90	7.24	70,335.10	213.70	70,121.40
LEGAL	145,990.00	8,539.20	8,539.20	5.85	137,450.80	10,000.00	127,450.80
TOTAL LEGISLATIVE DEPARTMENT	362,410.00	44,067.87	44,067.87	12.16	318,342.13	16,213.70	302,128.43
CITY MANAGER							
CITY MANAGER	231,650.00	15,373.45	15,373.45	6.64	216,276.55	200.00	216,076.55
PERSONNEL	142,287.00	9,860.63	9,860.63	6.93	132,426.37	599.75	131,826.62
TOTAL CITY MANAGER	373,937.00	25,234.08	25,234.08	6.75	348,702.92	799.75	347,903.17
FINANCE DEPARTMENT							
FINANCE	234,578.00	13,999.12	13,999.12	5.97	220,578.88	12,050.64	208,528.24
MUNICIPAL COURT	290,162.00	19,843.82	19,843.82	6.84	270,318.18	1,619.19	268,698.99
INTERDEPARTMENTAL	1,876,844.00	61,466.29	61,466.29	3.27	1,815,377.71	112,453.10	1,702,924.61
INFORMATION TECHNOLOGY	148,985.00	32,710.47	32,710.47	21.96	116,274.53	2,034.23	114,240.30
TOTAL FINANCE DEPARTMENT	2,550,569.00	128,019.70	128,019.70	5.02	2,422,549.30	128,157.16	2,294,392.14
POLICE DEPARTMENT							
CID	865,334.00	64,612.82	64,612.82	7.47	800,721.18	743.20	799,977.98
PATROL	2,683,695.00	207,935.04	207,935.04	7.75	2,475,759.96	13,978.72	2,461,781.24
ANIMAL CONTROL	99,904.00	7,291.58	7,291.58	7.30	92,612.42	0.00	92,612.42
COMMUNICATIONS	177,993.00	13,711.36	13,711.36	7.70	164,281.64	1,188.08	163,093.56
TOTAL POLICE DEPARTMENT	3,826,926.00	293,550.80	293,550.80	7.67	3,533,375.20	15,910.00	3,517,465.20
FIRE DEPARTMENT							
FIRE DEPARTMENT	3,334,611.00	251,588.64	251,588.64	7.54	3,083,022.36	26,368.73	3,056,653.63
TOTAL FIRE DEPARTMENT	3,334,611.00	251,588.64	251,588.64	7.54	3,083,022.36	26,368.73	3,056,653.63
COMMUNITY SERVICES DEPARTMENT							
PARKS	932,075.00	65,672.22	65,672.22	7.05	866,402.78	23,403.86	842,998.92
SWIMMING POOL	143,811.00	33,407.57	33,407.57	23.23	110,403.43	140.00	110,263.43
RECREATION	235,342.00	23,244.63	23,244.63	9.88	212,097.37	926.00	211,171.37
CEMETARY	326,633.00	24,470.25	24,470.25	7.49	302,162.75	1,538.00	300,624.75
TOTAL COMMUNITY SERVICES DEPARTMENT	1,637,861.00	146,794.67	146,794.67	8.96	1,491,066.33	26,007.86	1,465,058.47
PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT							
CODES	365,121.00	27,879.87	27,879.87	7.64	337,241.13	8,385.00	328,856.13
TOTAL PLANNING AND COMMUNITY DEVEL	365,121.00	27,879.87	27,879.87	7.64	337,241.13	8,385.00	328,856.13
PUBLIC WORKS DEPARTMENT							
LIBRARY	0.00	3,706.34	3,706.34	0.00	3,706.34	1,995.00	5,701.34
FACILITY MAINTENANCE	252,607.00	12,472.78	12,472.78	4.94	240,134.22	8,327.46	231,806.76
FLEET MAINTENANCE	692,639.00	62,012.78	62,012.78	8.95	630,626.22	20,084.02	610,542.20
TRAFFIC CONTROL	221,128.00	13,625.80	13,625.80	6.16	207,502.20	0.00	207,502.20
STREETS	868,623.00	61,588.30	61,588.30	7.09	807,034.70	76,046.28	730,988.42
TOTAL PUBLIC WORKS DEPARTMENT	2,034,997.00	153,406.00	153,406.00	7.54	1,881,591.00	106,452.76	1,775,138.24

CITY OF MCALESTER
DEPARTMENT EXPENSE SUMMARY
AS OF: JULY 31ST, 2009

ACCOUNT	ANNUAL BUDGET	CURRENTNT PERIOD	Y-T-D ACTUAL	PERC. BUDGET	BUDGET BALANCE	Y-T-D ENCUMB.	ENCUMB. BALANCE
TOTAL OTHER FUNDS	10,134,684.00	488,962.99	488,962.99	4.82	9,645,721.01	394,310.67	9,251,410.34
GRAND TOTAL EXPENDITURES	32,790,051.96	1,881,723.70	1,881,723.70	5.74	30,908,328.26	943,507.81	29,964,820.45

CITY OF MCALISTER
DEPARTMENT EXPENSE SUMMARY
AS OF: JULY 31ST, 2009

ACCOUNT	ANNUAL BUDGET	CURRENTNT PERIOD	Y-T-D ACTUAL	PERC. BUDGET	BUDGET BALANCE	Y-T-D ENCUMB.	ENCUMB. BALANCE
PROOF TOTALS							
01 -GENERAL FUND	14,486,432.00	1,079,541.63	1,070,541.63	7.39	13,415,890.37	328,294.96	13,087,595.41
02 -MPWA	8,168,935.96	322,219.08	322,219.08	3.94	7,846,716.88	220,902.18	7,625,814.70
03 -AIRPORT AUTHORITY	224,704.00	15,120.84	15,120.84	6.73	209,583.16	14,929.68	194,653.48
05 -PARKING AUTHORITY	3,000.00	65.63	65.63	2.19	2,934.37	0.00	2,934.37
08 -NUTRITION	287,838.00	21,713.18	21,713.18	7.54	266,124.82	0.00	266,124.82
10 -WELLNESS CENTER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13 -JUVENILE FINE/RESERVE	8,626.00	0.00	0.00	0.00	8,626.00	0.00	8,626.00
14 -C.O.P.S./GRANT	13,500.00	0.00	0.00	0.00	13,500.00	0.00	13,500.00
16 -STATE FORFEITURE FUND	145.00	799.00	799.00	551.03	(654.00)	0.00	(654.00)
19 -FIRE IMPROVEMENT GRNT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24 -AIRPORT GRANT	27,808.00	0.00	0.00	0.00	27,808.00	0.00	27,808.00
25 -AIRPORT HANGARS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26 -EDUCATIONAL FUND	842,062.00	53,543.12	53,543.12	6.36	788,518.88	41,202.13	747,316.75
28 -SE EXPO CTR/TOURISM F	708,742.00	31,124.34	31,124.34	4.39	677,617.66	100,312.06	577,305.60
29 -E-911	960,410.00	23,263.83	23,263.83	2.42	937,146.17	4,191.11	932,955.06
30 -ECONOMIC DEVELOPMENT	1,608,599.00	72,438.12	72,438.12	4.50	1,536,160.88	233,675.69	1,302,485.19
33 -CDBG GRANTS FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
38 -DEDICATED SALES TAX-M	5,449,250.00	270,894.93	270,894.93	4.97	5,178,355.07	0.00	5,178,355.07
40 -EMERGENCY FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41 -CIP FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
42 -FEDERAL FORFEITURE FU	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GRAND TOTAL EXPENDITURES	32,799,051.96	1,881,723.70	1,881,723.70	5.74	30,908,328.26	943,507.81	29,964,820.45



McAlester City Council

AGENDA REPORT

Meeting Date: August 25, 2009 Item Number: 3
Department: City Manager
Prepared By: Mark B. Roath Account Code: _____
Date Prepared: August 17, 2009 Budgeted Amount: _____
Exhibits: One

Subject

Consider, and act upon, an Agreement with Oklahomans for Independent Living regarding services to people with disabilities.

Recommendation

Motion to approve an Agreement with Oklahoma for Independent Living.

Discussion

Approved By

Initial

Date

Department Head

City Manager

MBR

08/17/09

AGREEMENT BETWEEN THE CITY OF MCALESTER

AND

OKLAHOMANS FOR INDEPENDENT LIVING

This Agreement, made and entered into this _____ day of _____, 2009, by and between the City of McAlester, Oklahoma, hereinafter called the (the "City"), and Oklahomans for Independent Living, hereinafter called ("OIL").

It is the intent of the Agreement that OIL is to perform such services as outlined herein:

OIL agrees to provide services for people with disabilities such as transportation, assistive technology, recreation, volunteer programs, Americans with Disabilities Act and Sensitivity Training, employment programs, information and referral, advocacy, peer counseling, and Independent Living skills training.

OIL and the City shall maintain an arrangement for professional contact. This will be in the form of informal discussion by and with the staff of both agencies in order to identify areas of need, gaps in service and to coordinate available resources of both agencies for the benefit of People with Disabilities. Confidentiality standards will be observed.

In performing this agreement Oklahomans for Independent Living acts as an independent contractor and nothing contained in this agreement shall be construed to establish a relationship of agency or employment between said entity and the City of McAlester, Oklahoma.

OIL will contract with the City in providing the following services to the City and the citizens of McAlester:

- 1) Door-to-door demand response transportation with twenty-four (24) hours' notice to individuals with disabilities and elderly persons with functional limitations to facilitate living; and
- 2) Back-up service to the Community Services Senior Citizens bus service; and

- 3) Disability information and referrals; and
- 4) Equipment loan program for items necessary for independence when equipment is available (items such as walkers, shower benches/chairs, crutches, wheelchairs, etc.); and
- 5) Social and recreational programs for McAlester citizens with disabilities; and
- 6) Pharmaceutical indigent service to help people obtain necessary medications at no cost from pharmaceutical companies; and
- 7) Employment assistance to people with disabilities; and
- 8) Peer counseling and support groups to promote independence for people with disabilities; and
- 9) Individual assistance to advocate and encourage independence; and
- 10) ADA information and assistance for individuals, businesses and the City to help improve access and compliance with the regulations.

OIL further agrees to make periodic reports on basic services provided as a benefit to the City and provide an accounting of funds expended for the services provided. OIL shall provide these reports on a quarterly basis.

Oklahomans for Independent Living hereby holds harmless and indemnifies the City of McAlester from any claims or actions arising from the performance of this agreement for acts of negligence or wanton conduct of its agents or employees and agrees to keep in force adequate general liability insurance during the term of this agreement to insure against such liability and to provide proof thereof when requested by the City.

The City agrees to provide the following funding to ensure the delivery of public services to citizens with disabilities:

- 1) The City will provide funding in the amount of \$24, 000 to assist in the transportation and associated services provided by OIL; and

2) The disbursement of said funds shall be in monthly payments that are determined by taking \$24,000 and dividing by 12 for monthly payments in the amount of \$2,000.

The term of this agreement shall be for the 2009-2010 fiscal year of the City of McAlester, and shall terminate at 12:00 A.M. on June 30, 2010, unless sooner mutually ratified by both parties hereto in which case this agreement shall continue for the ensuing fiscal year upon the same terms or upon such amended terms as the parties may agree.

This agreement is to be binding upon our administrators, successor, and assigns.

Agreed to and executed the date first written above, irrespective of the actual date of signing.

CITY OF MCALESTER
An Oklahoma Municipal Corporation

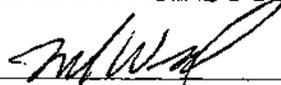
Kevin E. Priddle, Mayor

ATTEST:

Cora Middleton, City Clerk

Executed for and on behalf of Oklahomans for Independent Living on the ____ day of _____, 2009.

OKLAHOMANS FOR INDEPENDENT LIVING



Mike Ward, Director



McAlester City Council

AGENDA REPORT

Meeting Date: 08/25/09 Item Number: 4
Department: Fire Department
Prepared By: Harold Stewart Account Code: _____
Date Prepared: 08/14/2009 Budgeted Amount: _____
Exhibits: 1

Subject

(1.) Consider, and act upon, approval of the Mayor to sign an agreement with Intermedix to conduct the EMS billing and collections.

Recommendation

(1.) Motion to approve, entering into a one year agreement with the option to renew with Intermedix.

Discussion

Intermedix has no initial start up fee. It provides data collection devices with air cards. The annual cost 10% of fees collected. If an account goes to their collection agency the cost is 20% of what they collect. We currently pay 30% to CBSA (City's collection agency) on claims.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u>HRS</u>	<u>08/14/2009</u>
City Manager	<u>MBR</u>	<u>08/14/09</u>

AGREEMENT BETWEEN
City of McAlester
AND
ADVANCED DATA PROCESSING, INC. (dba INTERMEDIX-ADPI)
FOR RESCUE AMBULANCE BILLING AND RELATED PROFESSIONAL SERVICES

THIS AGREEMENT ("AGREEMENT") is made and entered into this ____ day of _____, 2009 by and between _____, a _____, with principal offices located at _____ ("CITY") and Advanced Data Processing, Inc.(dba Intermedix-ADPI), a Delaware Corporation with principal offices located at 6451 North Federal Highway, Suite 1002, Fort Lauderdale, Florida 33308 ("CONTRACTOR").

RECITALS

WHEREAS, CITY provides emergency medical services, including ambulance transport ("EMS"), for residents and visitors in its jurisdiction, and charges for such services; and

WHEREAS, CONTRACTOR provides billing, collection and related consulting services and equipment ("Contractor Services") for municipalities and other providers of EMS; and

IF APPLICABLE: WHEREAS, CITY has solicited competitive proposals for Contractor Services and, as a result of due diligence CITY selected CONTRACTOR to provide such services; and

WHEREAS, the parties hereto now wish to enter into an agreement, pursuant to which CONTRACTOR will render Contractor Services as hereinafter provided;

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

1. **ENGAGEMENT OF CONTRACTOR.** During the term of this Agreement, except for accounts referred to a collection agency as provided herein, CONTRACTOR shall be exclusively responsible for the billing and collection of all charges and fees resulting from the delivery of EMS by CITY, including but not limited to all charges and fees to private insurers, Medicare, Medicaid, other governmental programs, individual patients and their responsible parties (collectively, "Payors").
2. **SCOPE OF SERVICES.** CONTRACTOR shall perform and carry out Contractor Services as specifically described in "EXHIBIT A – Scope of Services", which is attached hereto and incorporated herein by this reference. CITY reserves the right to request changes in the Scope of Services within CONTRACTOR's capabilities, which changes shall be implemented upon mutual written agreement of the parties specifying such changes and any change in compensation attributable thereto.
3. **TERM.** This AGREEMENT shall be effective for a ____-year period, commencing _____, 20__ through _____, 20__, unless terminated as provided in Section

12 below. This AGREEMENT shall renew automatically for a period of one additional year at the end of the initial term and each subsequent renewal term unless terminated as provided in Section 12 below. All terms and conditions hereof shall remain in full force and effect during any renewal term unless this Agreement is amended in writing.

4. COMPENSATION AND METHOD OF PAYMENT.

4.01. The CONTRACTOR shall be paid by CITY a monthly amount representing fees for CONTRACTOR's Services computed as follows:

(a) Seven and a half percent (7.5 %) of all monies collected by CONTRACTOR for EMS provided by CITY ("Collections"), plus

(b) Two and a half percent (2.5 %) of all Collections for use of CONTRACTOR provided field data capturing and reporting system consisting of three (3) Pen-based Panasonic Toughbook Tablet units, Field Automation Software, Administrative Reporting System, includes training, and support.

IF APPLICABLE (c) _____ dollar \$_____ per HIPAA-compliant Notice of Privacy Practices sent to patients as more specifically described in the Scope of Services (Exhibit A - OPTIONAL)

Contractor reserves the right to increase these fees upon thirty (30) days written notice to CITY if postage is increased by the United States Postal Service, but only in an amount necessary to cover additional postage costs. Such increase shall not require agreement or consent by CITY.

4.02. CONTRACTOR shall submit the monthly invoices for fees for Contractor Services to _____ CITY shall issue a check for the amount invoiced, less any disputed amounts, within thirty (30) days of receipt of such invoice. In the event CITY disputes any part of the invoiced amounts, such dispute shall be raised in writing to CONTRACTOR within such thirty (30) day period or the invoice shall conclusively be deemed to be accurate and correct. CONTRACTOR shall respond to any such notice of dispute within thirty (30) days of receipt thereof. Any overdue amounts which are not the subject of a good faith notice of dispute shall accrue interest at the rate of twelve percent (12%) per annum.

4.03. If the Contractor Services being provided under this Agreement include CONTRACTOR collecting on behalf of CITY the charges and fees owed by third parties (e.g. insurers, Medicare, Medicaid, and other governmental programs, individual patients and their responsible parties) with respect to the delivery of EMS by CITY, then all amounts so collected by CONTRACTOR shall be deposited into a lockbox established by CITY. CITY agrees that it will be solely responsible for the cost of any and all lock-box and/or remote deposit services. CITY, should it elect to participate in any credit card acceptance program, agrees to assume and be responsible for all costs associated with such program. All other costs incurred by CONTRACTOR in the performance of Contractor Services as specified herein (including, but not limited to postage, materials, communications and phone costs and other operating costs) shall be assumed by CONTRACTOR.

5. COLLECTION EFFORTS.

5.01 Provide alternative collection arrangements when full payment is not available. Contractor will have the right, on CITY's behalf, at its sole discretion, to enter into alternative collection arrangement with respect to any patient encounter if:

- (a) the total payments are for at least 80 percent of the amount of the bill and the length of the payments do not exceed 18 months.
- (b) An insurance company offers at least 70% of the total amount billed with a stipulation that the insured not be billed for the balance; or
- (c) Contractor is able to make arrangements for the payment of patient account that provide a substantially similar economic benefit to CITY, as Contractor determines in its sole and complete discretion

5.02. Scope of collection efforts. If reasonable efforts have been made to collect an account and such efforts have not been successful, Contractor shall have the right to terminate collection efforts and close the account as an unpaid debt. As used herein "reasonable efforts" shall be defined to mean at least 120 days of active collection efforts in the ordinary course of business. In addition, Contractor may terminate or suspend collection efforts in the event that CITY has supplied Contractor with materially incomplete or inaccurate billing and/or patient information. Absent contrary instructions from CITY with respect to any patient encounter, the accounts that Contractor has deemed to be uncollectible may be forwarded to a third-party collection agency for further collection effort. **Contractor will invoice CITY, and CITY agrees to pay, 20% of collected amounts on accounts sent by Contractor to the third party collection agency.**

6. SYSTEM ACCESS AND SUPPORT.

6.01 **Access to IMX Billing System.** CONTRACTOR's access to the hosted IMX billing system shall be subject to and in accordance with the terms of "EXHIBIT B - Web Hosting Agreement".

6.02 **Customer Support and Training.** Customer support and training will be provided subject to and in accordance with the terms of "EXHIBIT A - Scope of Services".

7. **INDEPENDENT CONTRACTORS.** CONTRACTOR is an independent contractor of CITY and not an employee or agent of CITY with the following exception:

To the extent necessary to fulfill its billing and collection efforts under this AGREEMENT, CONTRACTOR is authorized to sign *in an administrative capacity* for CITY the following types of standard forms and correspondence only: probate filings; letters to patients or their representatives verifying that an account is paid in full; forms verifying the tax-exempt status of CITY; and insurance filings and related forms. The CONTRACTOR has no authority to sign any document that imposes any additional liability on CITY.

CONTRACTOR shall retain full control over the employment, direction, compensation and discharge of all persons assisting in the performance of Contractor Services. CONTRACTOR shall be fully responsible for all matters relating to payment of its employees, including

compliance with Social Security, withholding tax and all other laws and regulations governing such matters. CONTRACTOR shall be responsible for its own acts and those of its agents and employees during the term of this AGREEMENT.

8. INDEMNIFICATION. CONTRACTOR shall indemnify and hold CITY harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of third party claims, but only if and to the extent caused directly and proximately by the willful misconduct or the negligent acts or omissions of CONTRACTOR or its employees, agents, representatives, consultants, or its subcontractors with respect to the performance of the Contractor Services under this Agreement.

9. LIMITATION ON LIABILITY. Notwithstanding anything contained in this agreement to the contrary, (i) in no event shall CONTRACTOR be liable to CITY for any special, indirect, incidental, punitive or consequential damages (including lost profits) even if advised of the possibility of such damages, and (ii) CONTRACTOR's total cumulative liability will be limited to the sum of the fees and compensation actually received by CONTRACTOR pursuant to this agreement during the twelve (12) months immediately preceding the event giving rise to the liability. The foregoing limitations apply to all liabilities and damages in any way arising out of this agreement, or CONTRACTOR's performance or nonperformance thereunder, whether based on breach of contract, warranty, tort, product liability, strict liability, or any other theory of liability. In connection with any purchase, licensing, or sale of products, contractor disclaims all express and implied warranties, including, but not limited to, the implied warranties of title, merchantability and fitness for a particular purpose. This section 8 shall survive the expiration or termination of this agreement.

10. INSURANCE. CONTRACTOR shall procure and maintain for the duration of the AGREEMENT, the following insurance coverage:

1) Workers' Compensation Insurance in compliance with the applicable state and federal laws

2) General Liability insurance in an amount no less than \$1,000,000 per occurrence.

3) Coverage for business interruption, destruction of data processing equipment and media, liabilities affecting accounts receivable, and valuable documents in an amount no less than \$100,000 aggregate;

4) Liability coverage for all vehicles whether owned, hired or used in the amount of \$500,000; and

For all coverages: each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to CITY.

Contractor shall furnish CITY with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by CITY before work commences. CITY reserves the right to require complete, certified copies of all required insurance policies at any time.

11. CONFIDENTIALITY AND NON-SOLICITATION.

11.01 Agreement Content. The terms and conditions of this AGREEMENT are confidential and neither party shall release any of the terms hereof to any third party without the prior written consent of the other party, except to the extent necessary to comply with law, the valid order of a court of competent jurisdiction, or the valid order or requirement of a governmental agency. Notwithstanding the foregoing, either party may, without the prior written consent of the other party, disclose the existence of a contractual relationship between the parties.

11.02 Intellectual Property. CITY agrees that the equipment, computer hardware and software, billing and collection processing, and other related systems and equipment are the property and trade secrets of CONTRACTOR, and that CITY will not release any information regarding such trade secrets to any third party without the prior written consent of CONTRACTOR. CITY further agrees that, in connection with the use of certain data entry devices, CITY may gain access to the intellectual property of third parties. CITY understands and agrees that it may be required to enter into agreements with respect to such intellectual property in order to use such equipment. CITY agrees to enter into such arrangements at CONTRACTOR's request.

11.03 Non-Solicitation. For the term of this Agreement and for one (1) year after its termination, CITY shall not employ or hire any employee or former employee of CONTRACTOR who, pursuant to this Agreement, has had any contact with employees or representatives of CITY or has worked on CITY's accounts, without the prior written consent of CONTRACTOR.

12. ACCESS TO DOCUMENTS. The parties agree that during and after the term of this Agreement, each party shall have access to any and all documents, records, disks, and electronic data produced in the performance of this AGREEMENT and in the possession of the other party, as necessary to defend such party in litigation or to respond to investigations initiated by third parties, or for other legitimate business reasons.

13. ATTACHMENTS. The following named attachments are made an integral part of this AGREEMENT:

- (a) Scope of Services (Exhibit A attached hereto and made a part hereof);
- (b) Web Hosting Agreement (Exhibit B attached hereto and made a part hereof);
- (c) Business Associate Agreement (Exhibit C attached hereto and made a part hereof)
- (d) Addendum to Service Agreement–Triptix Program (Exhibit D attached hereto and made a part hereof).

14. TERMINATION.

14.01 Events Triggering Termination. This Agreement shall be subject to termination under the following conditions.

- (a) Either CITY or CONTRACTOR may terminate this Agreement without cause upon six (6) months prior written notice to the other party.

(b) If CONTRACTOR fails to materially perform any obligation required hereunder, and such default continues for thirty (30) calendar days after written notice from CITY specifying the nature and extent of the failure to materially perform such obligation, this Agreement shall terminate upon the expiration of said thirty (30) calendar day period.

(c) If CITY fails to materially perform any obligation required hereunder, and such default continues for thirty (30) calendar days after written notice from CONTRACTOR specifying the nature and extent of the failure to materially perform such obligation, this Agreement shall terminate upon the expiration of said thirty (30) calendar day period.

(d) Unless otherwise agreed upon by the parties, if CITY or CONTRACTOR shall apply for or consent to the appointment of a petition in bankruptcy, make a general assignment for the benefit of creditors, file a petition or answer seeking reorganization or arrangement with creditors, or take advantage of any insolvency, or if any order, judgment, or decree shall be entered by any court of competent jurisdiction on the application of a creditor or otherwise adjudicating either Party bankrupt or approving a petition seeking reorganization of either Party or appointment of a receiver, trustee or liquidator of either Party or all or a substantial part of its assets, this Agreement shall terminate automatically and immediately.

14.02 Rights Upon Termination. If this Agreement is terminated for any reason, including, without limitation, the breach of this Agreement by any Party, CONTRACTOR shall be entitled to recover when due and payable hereunder, all amounts owed to CONTRACTOR hereunder accrued but unpaid as of the date of termination. Following termination of this Agreement, for a period of ninety (90) days, CONTRACTOR, at its sole discretion and upon written notice to CITY of its election to do so, may continue its billing and collection efforts as to those accounts referred to CONTRACTOR prior to the effective date of termination, subject to the terms and conditions of this Agreement, for the fee set forth in Section 4.01 above. At the end of the foregoing period, CONTRACTOR shall return all records to CITY in the format requested by CITY, including CD, DVD, external hard drive, etc. and shall cooperate in the transition of the billing and collection services; provided, however, that CONTRACTOR may keep any copies of records in accordance with applicable law. For cases of default, the CONTRACTOR shall be given opportunity to cure the default within the allotted period following such written notice. In the event the acts constituting default are a violation of law, CONTRACTOR shall be subject to immediate termination of Agreement. The expiration or termination of this Agreement, for whatever reason, will not discharge or relieve either party from any obligation which accrued prior to such expiration or termination, will not relieve either party that has breached this Agreement from liability for damages resulting from such breach and will not destroy or diminish the binding force and effect of any of the provisions of this Agreement that expressly, or by reasonable implication, come into or continue in effect on or after expiration or termination hereof.

15. UNCONTROLLABLE FORCES. Except for CITY's obligation to pay, when due, the fees and compensation owed to CONTRACTOR, neither CITY nor CONTRACTOR shall be considered to be in default of this AGREEMENT if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this AGREEMENT and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, terrorism and governmental actions.

Neither party shall, however, be excused from performance if non-performance is due to forces that are preventable, removable, or remediable nor which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this AGREEMENT.

16. JURISDICTION, VENUE and ARBITRATION. All claims, disputes or controversies arising out of, in connection with or in relation to this AGREEMENT shall be decided by arbitration in accordance with the Commercial Rules of the American Arbitration Association then in force. For claims, disputes or controversies which either Party may have in excess of \$1,000,000, exclusive of claims for interest, attorneys fees and costs, three (3) neutral arbitrators shall be used unless the parties agree to a single arbitrator. For disputes less than this amount, a single arbitrator shall be used. For purposes of determining the number of arbitrators, the parties' claims and counterclaims shall not be additive. The arbitration shall be conducted in Miami-Dade County, Florida. The decision of the arbitrator(s) shall be final, binding and enforceable in any court of competent jurisdiction and the parties agree that there shall be no appeal from the arbitrator(s)' decision except as provided by applicable law. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding. The parties shall have the right to conduct discovery as provided by law. The right to arbitrate shall survive the termination of this AGREEMENT. The parties acknowledge and agree that this Agreement includes activities in Interstate Commerce and that the Federal Arbitration Act, 9 USC §1 et seq shall control and apply to all arbitrations conducted hereunder, notwithstanding any state law provisions to the contrary.

The parties irrevocably agree to be joined as parties in any arbitration proceeding which involves claims, disputes or controversies which either party may have with other parties not a party to this AGREEMENT who are also governed by an arbitration agreement.

The parties hereby irrevocably waive any objection to the joinder of other parties who are not parties to this AGREEMENT to any arbitration proceeding commenced pursuant to another agreement where such other parties are also governed by an arbitration agreement.

All questions pertaining to the validity and interpretations of this AGREEMENT shall be determined in accordance with the laws of Florida. Subject to the foregoing arbitration provisions, any legal action by either party against the other concerning this AGREEMENT shall be filed in Miami-Dade County, which shall be deemed proper jurisdiction and venue for the action.

17. REPRESENTATIONS. CITY and CONTRACTOR agree that this AGREEMENT constitutes a legal, valid and binding obligation for each party, enforceable against such party in accordance with its terms (subject always to applicable bankruptcy, insolvency, receivership and other similar laws relating to or affecting the enforcement of creditor's rights generally and to general principles of equity). Further, CONTRACTOR and CITY warrant and represent to each other:

that each (i) is duly formed and organized and validly existing under the laws of the jurisdiction of its formation, (ii) is properly qualified to do business and is in good standing under the laws of each jurisdiction in which it does business, (iii) has all necessary corporate or similar power and authority to execute and deliver this Addendum and to consummate the transaction contemplated hereby; and

that this AGREEMENT, its execution and the fulfillment and compliance with the terms and conditions hereof, do not violate or conflict with any provision of or result in any breach of or default under any (i) organizational documents of each party, (ii) law or judicial, award, or similar decree, or (iii) agreement, to which CITY or CONTRACTOR, for CONTRACTOR's representations and warranties, or CITY, for CITY's representations and warranties, are bound.

18. EXPORT LAWS. CITY shall comply with all then current export laws and regulations of the U.S. Government and the government of the country in which CITY receives delivery of the Licensed Software which pertain to the Licensed Software.

19. ASSIGNMENT OF AGREEMENT. Except to a parent, subsidiary, or affiliate, CONTRACTOR shall not sell, transfer, assign this AGREEMENT, or of its right, title or interest therein, without the express prior written consent of CITY.

20. NOTICES. Any notice given or required to be given under this Agreement shall be in writing and shall be addressed to the parties hereto at the addresses set out below. Any such notices shall be deemed to have been given (i) if mailed, then three (3) days following the date such notice is placed in the United States mail in a postage paid wrapper, registered or certified with return receipt requested, addressed to the appropriate party at the address set forth above for such Party, or to the last address provided in writing to the other party by the addressee, or (ii) if by any other method, when actually received. Either party may change its address for the purpose of this Agreement by notice in writing to the other party in accordance herewith.

To CITY:

ATTN: CITY Manager

To the CONTRACTOR:

Brad Williams
Vice President, Finance
Advanced Data Processing, Inc.
6451 North Federal Highway, Suite 1002
Fort Lauderdale, Florida 33308

21. SEVERABILITY. Should any part, term or provision of this AGREEMENT be by the courts decided to be illegal or in conflict with any applicable law, the validity of the remaining portions or provisions shall not be affected thereby.

22. ENTIRE AGREEMENT. This AGREEMENT contains the entire agreement between the parties. CONTRACTOR represents that in entering into this AGREEMENT it has not relied on any previous oral and/or implied representations, inducements or understandings of any kind or nature. This Agreement may be amended only in writing signed by the parties.

23. ATTORNEYS FEES. Should either party institute any action or procedure to enforce this Agreement or any provision hereof, or for damages by reason of any alleged breach of this Agreement or of any provision hereof, or for a declaration of rights hereunder (including, without limitation, arbitration), the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with such action or proceeding.

IN WITNESS OF THE FOREGOING, CITY has caused this AGREEMENT to be signed by its CITY Administrator, attested by CITY Clerk with the corporate seal of _____, and CONTRACTOR has executed this Agreement effective as of the date set forth above.

ATTEST:

By: _____
CITY Manager

By: _____
CITY Mayor

By: _____
CITY Clerk

Date: _____

CONTRACTOR
Advanced Data Processing, Inc.
A Delaware Corporation

DOUG SHAMON,
PRESIDENT

(CORPORATE SEAL)

STATE OF FLORIDA
BROWARD COUNTY

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared **Doug Shamon, as President of Advanced Data Processing, Inc.**, a Delaware corporation, and acknowledged execution of the foregoing AGREEMENT for the use and purposes mentioned in it and that the instrument is the act and deed of the Contractor.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at _____ in the State and County aforesaid on _____, 2009.

Notary Public, State of Florida

My Commission expires:

Exhibit A
Scope of Services

Base Services and Obligations:

A. CONTRACTOR shall provide complete medical billing and accounts receivable management services for CITY as described below. CONTRACTOR shall:

- 1. Prepare and submit all initial claims and bills for CITY promptly upon receipt thereof, and prepare and submit all secondary claims and bills promptly after identification of the need to submit a secondary claim.**

 - 2. Assist CITY in identifying all necessary documentation in order to process and bill the accounts.**

 - 3. Direct all payments to a lockbox or bank account designated by CITY, to which CITY alone will have signature authority.**

 - 4. Pursue appeals of denials, partial denials and rejections when deemed appropriate by CONTRACTOR.**

 - 5. Respond to and follow up with all Payors and respond to all messages or inquiries from a Payor.**

 - 6. Provide appropriate storage and data back-up for all records pertaining to CITY's bills and collections hereunder, accessible to CITY at all reasonable times.**

 - 7. Maintain records of all services performed and all financial transactions.**

 - 8. Meet, as needed, with representatives of CITY to discuss results, problems and recommendations.**

 - 9. Provide delinquent account collections in accordance with CITY policy.**

 - 10. Ensure that all required documentation and agreements with Payors (e.g. Medicare, Medicaid, Champus, etc.) are filed and maintained and that CITY is kept apprised of important changes to industry regulations.**

 - 11. Provide reasonably necessary training periodically, as requested by CITY, to CITY's emergency medical personnel regarding the gathering of the necessary information and proper completion of run tickets.**

 - 12. Utilize up-to-date knowledge and information with regard to coding requirements and standards, to compliance with applicable federal, state and local regulations.**

 - 13. Reconcile the number of transports processed with those received**

 - 14. Provide a designated liaison for patient and other Payor concerns.**
-

15. Provide a toll free telephone number for patients and other Payors to be answered as designated by CITY.

16. Facilitate proper security of confidential information and proper shredding of all disposed materials containing such information.

17. Establish arrangements with hospitals to obtain/verify patient insurance and contact information.

18. Respond to any CITY or Payor inquiry or questions promptly

19. Maintain appropriate accounting procedures for reconciling all deposits, receivables, billings, patient accounts, adjustments and refunds.

20. Provide access to CITY for all requested information in order for CITY to perform appropriate and periodic audits. Reasonable notice will be given to CONTRACTOR for any planned audit and will be conducted during normal business hours of CONTRACTOR

21. Provide timely comprehensive reports in a mutually agreed upon format facilitating all required aspects of monitoring, evaluating, auditing and managing the services provided.

22. Process refund requests and provide CITY with documentation substantiating each refund requested.

B. Specific Scope Compliance:

1. Assign billing patient numbers providing cross-reference to CITY'S assigned transport numbers.

2. Maintain responsibility for obtaining missing or incomplete insurance information.

3. Provide accurate coding of medical claims based on information provided by CITY.

4. Make recommendations for fee schedule changes and regularly advise CITY on changes in statutes and industry regulations.

5. Negotiate and arrange modified payment schedules for individuals unable to pay full amount when billed.

6. Retain all accounts for a minimum of twelve (12) months (unless otherwise specified by mutual agreement) and after (12) months turn over accounts for which no collection has been made (unless insurance payment is pending) to an agency designated by CITY. **IF APPLICABLE:** Notwithstanding the foregoing, no account shall be turned over for collection without CITY's consent.

7. Provide for facilities to permit real-time read only electronic look-up access by CITY to CONTRACTOR'S system to obtain patient data and billing information.

8. Maintain records in an electronic format that is readily accessible by CITY personnel and that meets all federal and state requirements for maintaining patient medical records.

9. Maintain daily deposit control sheets and original documentation

10. Create, implement and comply with a Compliance Plan consistent with the Compliance Program Guidance for Third Party Medical Billing Companies 63 FR 70138; (December 18, 1998) promulgated by the Office of Inspector General of the Department of Health and Human Services (OIG).

11. Provide TripTix based reporting extract of data required by state or local regulatory authorities connectivity/interface in a format reasonably required by the such authorities.

C. Optional Services:

The CONTRACTOR will provide the following specific optional services by mutual agreement with CITY:

Provide HIPAA Privacy Notice to transported, billed patients as an insert into the initial billing notice mailed to these patients.

D. CITY's Responsibilities and Obligations:

1. From each patient CITY who receives EMS from CITY ("Patient"), CITY shall use its best efforts to obtain and forward the following information ("Information") to CONTRACTOR:

The Patient's full name and date of birth

The mailing address (including Zip Code) and telephone number of the Patient or other party responsible for payment ("Guarantor")

The Patient's social security number

The name and address of the Patient's health insurance carrier, name of policyholder or primary covered party, and any applicable group and ID numbers

The auto insurance carrier's address and/or agent's name and phone number if an automobile is involved

The employer's name, address and Workers Compensation Insurance information if the incident is work related

The Patient's Medicare or Medicaid HIC numbers if applicable

The Patient's or other responsible party's signed payment authorization and release of medical authorization form or other documentation sufficient to comply with applicable signature requirements

The call times, transporting unit, and crew members with their license level, i.e. EMT-B, EMT-I, or EMT-P

Odometer readings such that loaded miles may be calculated.

ADD FOR PROVIDERS OF NON-EMERGENCY INTERFACILITY TRANSPORTS: Physician certification statements (PCS) for non-emergency transports that are to be billed to Medicare pursuant to CMS regulations

Any other information that CONTRACTOR may reasonably require to bill the Patient or other Payor.

2. CITY warrants that all information provided to CONTRACTOR shall be accurate and complete, to the best of its knowledge. CONTRACTOR shall have no obligation to verify the accuracy of such information, and CITY shall be solely responsible for such accuracy. CITY agrees to indemnify CONTRACTOR, its agents, and employees from any and all liabilities and costs, including reasonable attorneys' fees, resulting from (a) any inaccurate or misleading information provided to CONTRACTOR that results in the actual or alleged submission of a false or fraudulent claim or (b) any other actual or alleged violation of local, state or federal laws, including but not limited laws applicable to Medicare, Medicaid or any other public or private Payor or enforcement agency.

3. CITY will provide CONTRACTOR with necessary documents required by third parties to allow for the electronic filing of claims by CONTRACTOR on CITY's behalf.

4. CITY will provide CONTRACTOR with its approved billing policies and procedures, including fee schedules and collection protocols. CITY will be responsible for engaging any third party collection service for uncollectible accounts after CONTRACTOR has exhausted its collection efforts.

5. CITY will timely process refunds identified by CONTRACTOR for account overpayments.

6. CITY will provide a Lock Box or bank account address to CONTRACTOR and will instruct the Lock Box or bank custodian agency to forward all documents to CONTRACTOR for processing.

7. CITY will provide CONTRACTOR with Daily Bank Balance Reporting capabilities via the bank's designated web site.

8. CITY will cooperate with CONTRACTOR in all matters to ensure proper compliance with laws and regulations.

9. CITY will assure that all of its personnel involved in the delivery of EMS hold the licensure or certification required to perform such services, and are not excluded persons listed on the OIG exclusion list.

10. CITY agrees that it will forward to Contractor copies of checks, or other payment documentation requested by Contractor relating to the subject matter of this Agreement, within 10 days of the date of receipt of those payments.

Exhibit B
Web Hosting Agreement

1. License. CONTRACTOR grants to CITY a limited, non-exclusive and non-transferable license: (i) to access and use the CONTRACTOR'S proprietary IMX billing system software (the "Software") in executable code format via Internet connection to CONTRACTOR's hosting facility solely in support of the billing and collection with respect to the CITY's EMS services; and (ii) to use any associated end-user documentation provided by CONTRACTOR (the "Documentation") in support of CITY's authorized use of the Software. Except as expressly permitted herein, no express or implied license is granted to CITY to use, receive, reproduce, copy, market, sell, distribute, license, sublicense, lease, timeshare, or rent the Software or any component thereof. No modification of, or preparation of derivative works based on the Software or Documentation is permitted. CITY shall not disassemble, decompile, decrypt or reverse engineer the Software or in any way attempt to discover or reproduce source code for the Software, or any portion thereof. CITY shall not develop or license any third party programs, applications, tools or other products which interface or interact with the Software without the prior written consent of CONTRACTOR. CITY agrees not to remove the copyright, trade secret or other proprietary protection legends or notices which appear on or in the Software. The Software may incorporate software under license from a third party. If the third party requires CITY's notification of such use through an End User License Agreement ("EULA"), CONTRACTOR will provide such notification to CITY. In order to use the Software, CITY agrees to be bound by all EULA(s) provided at the time of delivery whether by hardcopy or displayed upon installation or use of the Software. CITY's use of the Software subsequent to such notice(s) shall constitute CITY's acceptance of the EULA(s).

2. Hosting of Application. CONTRACTOR shall establish and maintain a production version of the Software for CITY's use, including any necessary physical links to the Internet via an Internet service provider or through a direct Internet connection. The Software shall reside on a server or cluster of servers which are physically located at CONTRACTOR's place of business or at a third-party site that meet or exceed the following service level requirements: (i) 5 megabit/s connectivity with redundant connections to multiple tier-1 backbone providers (XO Communications and Time Warner Telecommunications) (ii) Dual Intel Xeon Processors; (iii) fault tolerant storage; (iv) and 24/7 site and server monitoring. The Software may reside on a server used for the applications of other CONTRACTOR customers. As of the date of this Agreement, the Software resides at a cluster of servers that are physically located in highly secure high-tech data centers in Austin, Texas and Houston, Texas.

3. Application Maintenance. CONTRACTOR shall maintain the Software so that it is available for access by CITY. CONTRACTOR shall implement commercially reasonable procedures regarding application management, load balancing, back-up, recovery, file and disk space utilization management, and data security to ensure that the most recent version of the Software resides on the server or may be reinstalled without undue delay. The Software shall be capable of continuous operation 99.9% of the time, other than for interruptions due to service maintenance and upgrades, system failure, system back-up and recovery and for causes beyond CONTRACTOR's reasonable control. CONTRACTOR will ensure the availability of qualified engineers around the clock, ready to intervene should the need arise 365 days per year and 24 hours a day.

4. Internet Access. CITY shall be responsible for providing its own Internet access, and in no event shall CITY be provided with direct access (by modem or otherwise) to the Software server, other than access that is available to third parties generally through the Internet. The parties acknowledge that, since the Internet is neither owned nor controlled by any one entity, CONTRACTOR makes no guarantee that any given user will be able to access the Software at any given time. There are no assurances that access will be available at all times and uninterrupted, and CONTRACTOR shall not be liable to CITY for its inability to access the Software.

5. Limitation of Access to Software. CITY's right to access and use the Software will vary depending upon the scope of the Contractor Services being provided by CONTRACTOR. By way of example, if CONTRACTOR is responsible for inputting CITY's data, CITY's access to the Software will not include the ability to input, delete, or otherwise change such data. Moreover, access to data shall be limited to the employees, representatives and agents of CONTRACTOR and the authorized personnel of CITY. A complete and signed access form for each of CITY's personnel authorized to access the Software must be submitted to and approved by CONTRACTOR.

6. Statistical Reporting. Statistical and financial data reports will be available on the Software at all times that the Software is available. The format and content of the statistical data will be established and defined by CONTRACTOR and such reports may be added, modified or deleted without notice to CITY. Notwithstanding the foregoing, CITY may request that specific, custom reports be made available to it at an additional charge to be negotiated between CONTRACTOR and CITY.

7. Acknowledgement with Respect to Reports. With respect to each report generated by the Software, CITY acknowledges and agrees:

(a) Such report represents a "snapshot" of a moment in time, and, as such, the snapshot may not be accurate with respect to financial results on the whole.

(b) The underlying data may be subject to correction from time-to-time, which may change the results of the report or its interpretation.

(c) The data represented in the report constitutes only a limited portion of all data available regarding CITY's business. Accordingly, any particular report may not accurately represent the CITY's then-current or future financial condition.

8. Security. CITY acknowledges that it is solely responsible for providing security software, including without limitation, firewalls and similar applications, to prevent unauthorized access to its computer systems. CONTRACTOR shall use commercially reasonable efforts to maintain the security of the Software, but shall not be responsible for the CITY's loss or dissemination of passwords or other breaches beyond CONTRACTOR's reasonable control.

9. Data protection. CONTRACTOR addresses customer privacy issues very seriously. CONTRACTOR agrees that it will not use or make available any personally identifiable information other than administering the client's account and collecting usage statistics in order to improve CONTRACTOR's products and service specifications. During the term of this Agreement and after termination or expiration of this Agreement, CONTRACTOR will not in any way transfer to any third party or use in direct or indirect competition with CITY any information or data posted by or for the benefit of CITY on CONTRACTOR's website and acknowledges that

all such information is confidential ("Confidential Information"). Confidential Information includes, but is not limited to, the terms and conditions of this Agreement, technical information, price lists, data and business plans. Confidential Information is the exclusive property of the disclosing party and may be used by the receiving party solely in the performance of its obligations under this Agreement. CONTRACTOR acknowledges that its handling of information on behalf of client is or may be subject to federal, state or local laws, rules, regulation and restrictions regarding the privacy of consumer information. CONTRACTOR agrees to comply with all of such laws, rules, regulations and restrictions at its sole cost and expense. This Confidential Information section and all obligations contained therein will survive any termination or expiration of this Agreement.

10. Service disruption caused by customer actions. Although through there are limitations on the manipulation of critical server configuration files, server settings, etc., a customer is allowed, CONTRACTOR shall not be liable for service outages caused by direct customer actions.

11. Supplemental Indemnification

- (a) CITY shall indemnify, hold harmless and, at CONTRACTOR request, defend CONTRACTOR, and its directors, officers, and employees, from and against any liabilities, claims, actions, damages, losses, costs and expenses (including court costs and reasonable fees of attorneys), brought by third parties against CONTRACTOR arising out of or resulting from CITY's infringement of such third party's (a) intellectual property rights, or (b) rights as a potential employee of CITY, including applicants or candidates for employment by CITY.
- (b) CONTRACTOR shall indemnify, hold harmless and, at CITY's request and upon CONTRACTOR's written agreement, defend CITY, and its directors, officers, and employees, from and against any liabilities, claims, actions, damages, losses, costs and expenses (including court costs and reasonable fees of attorneys), brought by third parties against CITY arising out of or resulting from CONTRACTOR's infringement of such third party's intellectual property rights.
- (c) CONTRACTOR's solutions are designed and hosted with the utmost consideration for data privacy concerns, adhering to federal and state guidelines and industry best practices, providing audit trails and notifications of all system transactions. CONTRACTOR maintains adequate professional liability insurance and will provide CITY with a Certificate of Insurance for such. In no event shall Licensor or its licensors or suppliers pay for incidental, indirect, special, or consequential damages, even if they have been advised of or should have foreseen, the possibility of such damages beyond the values as maintained in the professional liability insurance.
- (d) Both parties shall promptly notify each other in writing. Either party may, at its sole discretion and expense, participate in the defense of any claim or action and any negotiations for settlement. No settlement which may adversely affect either party's rights or obligations shall be made without either party's prior written approval

Exhibit B

Business Associate Addendum

CONTRACTOR the "Business Associate" and CITY hereby add the following additional language to the AGREEMENT.

1. CONTRACTOR shall carry out its obligations under this Addendum in compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended ("HIPAA"), to protect the privacy of any personally identifiable protected health information ("PHI") that is collected, processed or learned as a result of the Billing Services provided hereunder. In conformity therewith, CONTRACTOR agrees that it will:
 - a. Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health information that it creates, receives, maintains or transmits on behalf of CITY;
 - b. Not use or further disclose PHI except as permitted under this Addendum or required by law;
 - c. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Addendum;
 - d. To mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of PHI by CONTRACTOR in violation of this Addendum.
 - e. Report to CITY any use or disclosure of PHI not provided for by this Addendum of which CONTRACTOR becomes aware;
 - f. Ensure that any agents or subcontractors to whom CONTRACTOR provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to CONTRACTOR with respect to such PHI;
 - g. Make PHI available to CITY and to the individual who has a right of access as required under HIPAA within 30 days of the request by CITY regarding the individual;
 - h. Incorporate any amendments to PHI when notified to do so by CITY;
 - i. Provide an accounting of all uses or disclosures of PHI made by CONTRACTOR as required under the HIPAA privacy rule within sixty (60) days;
 - j. Make their internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining CONTRACTOR's and CITY's compliance with HIPAA; and

- k. At the termination of the AGREEMENT, return or destroy all PHI received from, or created or received by CONTRACTOR on behalf of CITY, and if return is not feasible, the protections of this Addendum will extend to such PHI.
2. The specific uses and disclosures of PHI that may be made by CONTRACTOR on behalf of CITY include:
 - a. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by CITY to its patients;
 - b. Preparation of reminder notices and documents pertaining to collections of overdue accounts;
 - c. The submission of supporting documentation to carriers, insurers and other payers to substantiate the health care services provided by CITY to its patients or to appeal denials of payment for same.
 - d. Uses required for the proper management of CONTRACTOR as business associate.
 - e. Other uses or disclosures of PHI as permitted by the HIPAA privacy rule.
 3. Notwithstanding any other provisions of this AGREEMENT or Addendum, the AGREEMENT may be terminated by CITY if CONTRACTOR has violated a term or provision of this Addendum pertaining to CONTRACTOR's material obligations under the HIPAA privacy rule, or if CONTRACTOR engages in conduct which would, if committed by CITY, result in a violation of the HIPAA privacy rule by CITY.
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Exhibit C
Addendum to Service Agreement
(Triptix Program)

This Addendum to the AGREEMENT (the "Addendum") hereby adds the following language to the AGREEMENT.

WHEREAS, CONTRACTOR has developed the "Triptix" system running on "tablet PC's" to enter medical records and data into and interact with its main billing and medical records system (the "Product" as more particularly defined herein) that CONTRACTOR is willing to make available under license to CITY upon the terms herein set forth; and

WHEREAS, CITY has expressed a desire to use the Product; and

WHEREAS, CITY acknowledges that, in connection with the provision of the Product and the Triptix devices, CONTRACTOR is incurring significant per unit and, in some cases, per User out of pocket expenses;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and covenants contained herein and for other good and valuable consideration the adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I. DEFINITIONS

1.01 Definitions. For all purposes of this Addendum, the following definitions shall apply:

"Confidential Technical Information" shall mean any and all technical information of the designated Party except:

technical information which at the time of disclosure is in the public domain;

technical information which after disclosure is published or otherwise becomes a part of the public domain through no fault of the recipient (but only after it is published or otherwise becomes part of the public domain);

technical information which the recipient can show was in its possession at the time of disclosure and it was not acquired, directly or indirectly, from the other Party hereto; or

technical information which was received by the recipient after the time of disclosure hereunder from a third party who did not acquire it, directly or indirectly, from the disclosure Party under an obligation of confidence. For the purpose of this definition, specific technical information disclosed by one Party to the other pursuant to the provisions of this Addendum shall not be deemed, as to the recipient, to be within any of the above exceptions merely because it is embraced by more general information within one of the said exceptions. In addition, any combination of features disclosed by one Party to the other pursuant to the provisions of this Addendum shall not be deemed, as to the recipient, to be within any of the above exceptions merely because individual features of the combination are within any of said exceptions, but only if the combination itself and its principle of operation are within one of the said exceptions.

"Customizations" shall mean any changes to the Licensed Software requested by CITY and agreed to by CONTRACTOR for increased or different functionality of the Licensed Software. "Day" or "Days" shall mean a continuous calendar day.

"Documentation" shall mean any technical or instructional materials for the Licensed Software that are delivered to CITY by CONTRACTOR.

"Defaulting Party" shall mean either CONTRACTOR or CITY to this Addendum who has been served with written notice that it is not in compliance with any term to this Addendum.

"Effective Date" shall mean the date on which the Initial Fee is paid or, if no Initial Fee is required, the date on which the last party to this Addendum executed it.

"First Day of Service" shall mean, with respect to each Product Unit, the first day such Product Unit is delivered to CITY.

"Initial Period" shall mean, with respect to each Product Unit, the initial three-year period following the delivery of the Product Unit to CITY.

"Intellectual Property" shall mean all of CONTRACTOR's rights in and to the Product, including, without limitation, CONTRACTOR's copyrights, trademarks, trade dress, trade secrets, patents and patent applications (if any), and "know how" and any other proprietary information developed by CONTRACTOR relevant to the Product.

"Initial Fee" shall mean, with respect to each Product Unit, the Third-Party Intellectual Property Royalty Payments required in connection with such Product Unit.

"Licensed Software" means the copies of CONTRACTOR's software programs as are contained in the Product, including any Documentation included therewith. CONTRACTOR may, at its sole discretion, provide corrections and modifications to the Licensed Software from time to time.

"Licensed Territory" shall mean the area in which CITY operates its emergency medical service at the time of entering into this Addendum.

"Material Breach" shall have the meaning given to it in Article 5 of this Addendum.

"Material Non-Monetary Breach" shall have the meaning given to it in Article 5 of this Addendum.

"Product" shall mean, collectively, each Product Unit (a tablet PC, personal digital assistant or similar device), the Licensed Software, any Customizations with respect to one or more of the Product Units delivered to CITY, and any Third-Party Intellectual Property, as licensed to CITY under the terms and conditions of this Addendum.

"Product Unit" shall mean a single data collection device delivered pursuant to the terms and conditions of this Addendum containing one or more elements of the Product but shall not mean any ancillary devices or products provided by persons other than CONTRACTOR.

"Third-Party Interface Devices" shall mean those devices that interface with the Product to transfer information, including medical monitoring devices for which Third-Party Intellectual Property Royalty Payments are made.

"Third-Party Intellectual Property Rights" shall mean the intellectual property rights of any third-party used in connection with the Product.

"Third-Party Intellectual Property Royalty Payments" shall mean the payments to be made directly by CITY or, indirectly, on CITY's behalf, as consideration for the licensing of any Third-Party Intellectual Property Rights.

"Updates" shall mean any and all revisions to the Licensed Software, and the Customizations or any other part of the Product, if any, as shall be delivered by CONTRACTOR to CITY from time to time.

"Users" shall mean any employees or independent contractors of CITY, all of whom shall have the right to use the Licensed Software, Customizations and any Documentation pursuant to the terms and conditions of this Addendum.

ARTICLE II. PRICE AND PAYMENT

2.01 Adjustment to Rates of Compensation under the AGREEMENT. The compensation due and owing CONTRACTOR by CITY shall be increased as described in Section 4.03(b) of the AGREEMENT during the Term of this Addendum.

2.02 License Fees. In addition to the payments required pursuant to the provisions of Section 4.03(b) of the AGREEMENT, CITY shall make the payments in connection with Third-Party Intellectual Property Royalty Payments as further set out on Schedule 2.01 hereto.

In the event that CITY terminates this Addendum within the first 18 months, it shall pay an early termination fee as set out on Schedule 2.02 hereto

2.03 Payment Terms. All undisputed amounts shall be paid within thirty (30) days of receipt of a valid invoice.

2.04 Taxes. CITY shall pay all taxes, duties or charges of any kind (including withholding or value added taxes) imposed by any federal, state, or local governmental entity for Licensed Software or Products and supporting training and Documentation and related materials and maintenance provided during the term of this Addendum, excluding only taxes based solely on CONTRACTOR's income. CITY shall indemnify and hold CONTRACTOR harmless from all claims and liability arising from CITY's failure to discharge or pay any and all such taxes, duties, or charges.

ARTICLE III. PROPRIETARY RIGHTS

3.01 CITY acknowledges that CONTRACTOR and its suppliers, including, without limitation, the suppliers of licenses of Third-Party Intellectual Property Rights, have, retain and own all right, title and interest in and to the Licensed Software, the Customizations, the Updates, any Documentation, and all patent, copyright, trademark and service mark and trade name and the goodwill associated therewith, trade secret, inventions, technology, ideas, know-how, and all other intellectual property rights and all other rights pertaining thereto. All such right, title and interest shall be and remain the sole property of CONTRACTOR. CITY shall not be an owner or

holder of any copies of, or have any interest in the Licensed Software or any Updates, Customizations, and Documentation but rather, such Licensed Software, Releases and Updates and Documentation are solely licensed for use pursuant to this Addendum. Neither CITY nor its Users shall: (i) remove any copyright, patent or other proprietary legends from the Licensed Software or any Product; (ii) sub-license, lease, rent, assign, transfer or distribute Licensed Software or any Product to any third party; (iii) alter, modify, copy, enhance or adapt the Licensed Software or any Product; (iv) attempt to reverse engineer, covert, translate, decompile, disassemble or merge the Licensed Software or any Product with any other software or materials; (v) otherwise create or attempt to create any derivative works from this Licensed Software or any Product, or permit persons who are not Users any access to the Licensed Software or its operations, and any attempt to do any of the above shall void all warranties given CITY by CONTRACTOR.

ARTICLE IV. DATA ENTRY DEVICES

4.01 Generally. CITY and CONTRACTOR understand and agree that CONTRACTOR may make available data entry devices (hand-held devices, tablet pc's and/or other data entry devices for the collection and/or transmission of medical information). CITY understands and acknowledges that any of the aforementioned data entry devices provided by CONTRACTOR will be subject to the additional fee described in Section 4.01(b) of this AGREEMENT. Also, in connection with the potential provision of such devices, CITY agrees:

(a) CITY will be responsible for the loss or damage to such devices. CITY agrees to pay: (i) the cost of repairs in excess of manufacturer extended warranty of any such device provided to it or (ii), if the device is irreparable, lost or stolen, for the replacement cost of the device. CITY is responsible for repair or replacement costs not covered by extended warranty provided by the CONTRACTOR. CITY agrees that CITY may obtain insurance for such devices provided that CONTRACTOR is named as a beneficiary under such insurance. CONTRACTOR will use commercially reasonable efforts to provide CITY with a replacement unit within one business day following the business day on which the request is made.

(b) CITY may be required to enter into additional agreements with the makers of third-party devices (monitors, scanners, EKG machines, etc.) with respect to the transmission of information between the third party device and the data entry device. CITY understands and agrees that CONTRACTOR will not be able to provide data entry devices unless and until agreements are entered into with the third-party manufacturers of such third party devices. CITY understands and agrees that its failure to enter into or reach agreements with such third-parties (and any and all consequences of such failure) shall not be deemed to be a default of CONTRACTOR under this AGREEMENT or any other arrangement between CITY and CONTRACTOR. CITY further understands and agrees that the failure to enter into such agreements with these third parties may hinder CITY'S use of certain software features that might otherwise be available to it (for instance, a direct data connection between a third party device and the data entry device).

(c) CITY may be required to obtain new or different medical or other equipment capable of communicating with the data entry devices. CITY understands and agrees that such new or different medical or other equipment must be obtained at CITY's sole cost and expense.

(d) CITY may request CONTRACTOR to support additional medical or other devices. CITY understands and agrees that the costs of developing an interface may be significant and may involve the payment of royalties to the third-party manufacturers of the device. CITY further

understands and agrees that CONTRACTOR has no obligation to undertake the development of interfaces with additional medical or other devices.

ARTICLE V. TERM AND TERMINATION

5.01 Generally. The term of this Addendum shall begin on the Effective Date and shall continue until the end of the Initial Period of the last Product Unit delivered pursuant to the terms and provisions of this Addendum ("Initial Term"). CONTRACTOR's Maintenance and Support obligations shall continue until the end of the Initial Term at the fees set forth by the AGREEMENT provided, however, that CITY or CONTRACTOR may terminate this Addendum pursuant to the terms and provisions of this Addendum.

5.02 Termination. Notwithstanding any other language herein or in the AGREEMENT, a termination of the Addendum shall not operate to terminate the AGREEMENT, but a termination of the AGREEMENT shall operate as a termination of this Addendum. Notwithstanding anything to the contrary herein or in the AGREEMENT, a termination of the AGREEMENT by CITY may be deemed to be an elective termination and a default under this Addendum.

5.03 Termination of the Addendum.

Termination by CITY upon CONTRACTOR Material Breach. CITY may terminate this Addendum (but not the AGREEMENT) without obligations to pay an early termination payment, if CONTRACTOR commits a Material Non-Monetary Breach which breach, if capable of being cured, is not cured within 30 days of a written notice of termination

Termination by CITY without CONTRACTOR Material Breach. CITY may terminate this Addendum (but not the AGREEMENT) at any time by providing notice to CONTRACTOR, making payment in full of the required early termination payment disclosed on Schedule 2.01 with respect to EACH Product Unit delivered pursuant to this Addendum and returning all Product Units to CONTRACTOR.

Termination by CONTRACTOR upon CITY Material Breach. CONTRACTOR may terminate this Addendum if CITY commits

a Material Monetary Breach CITY fails to pay any undisputed amount due under this Addendum within 20 days after written notice of such nonpayment or

a Material Non-Monetary Breach, which breach, if capable of being cured, is not cured within 30 days of a written notice of termination.

5.04 Any termination of the Addendum shall not:

release CITY or CONTRACTOR from any claim of the other accrued hereunder prior to the effective date of such termination;

release CITY or CONTRACTOR from their obligations under Article VII or Sections 4.05 and 4.06, respectively, unless otherwise released by the further terms hereof;

5.05 Upon termination of this Addendum, CONTRACTOR shall remain the sole owner of the Product and all intellectual property and goodwill associated therewith, and CITY shall assert no rights thereto.

5.06 Delivery of Materials. Upon termination of this Addendum for any reason, CITY shall immediately discontinue use of the Product including all Documentation and within ten (10) days return each of the Product Units and certify in writing to CONTRACTOR that all copies, extracts or derivatives of any item comprising the Product, including all Documentation, in whole or in part, in any form, have either been delivered to CONTRACTOR or destroyed in accordance with CONTRACTOR's instructions. All payments made by CITY to CONTRACTOR hereunder are non-refundable.

ARTICLE VI. BREACH OF ADDENDUM

6.01 Material Non-Monetary Breaches.

CITY Material Non-Monetary Breach. For purposes of this Addendum, as respects a breach by a CITY, a "Material Non-Monetary Breach" includes any breach of its or its User's obligations with respect to Proprietary Rights, Confidentiality, or any material breach of a party's representations or warranties under this Addendum.

CONTRACTOR Material Non-Monetary Breach. For purposes of this Addendum, as respects a breach by CONTRACTOR, a "Material Non-Monetary Breach" includes any material breach of its Maintenance and Support obligations or any material breach of its representations or warranties under this Addendum.

CONTRACTOR and CITY Material Non-Monetary Breach. For purposes of this Addendum, as respects a breach by either CONTRACTOR or CITY, it shall be a "Material Non-Monetary Breach" if such party (i) terminates or suspends its business or operations, (ii) becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority, or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes which are not rescinded within forty-five (45) days.

6.02 Material Monetary Breaches. For purposes of this Addendum, as respects a breach by either CONTRACTOR or CITY, it shall be a "Material Monetary Breach" with respect to such party if:

Such party fails to make any Third-Party Intellectual Property Royalty Payment as required under any agreement with such third party;

Such party fails to make payments due under the terms of this Addendum or the AGREEMENT when and as due; or

Such party fails to reimburse the other party for payments made on its behalf for Third-Party Intellectual Property Royalty Payments.

ARTICLE VII. LICENSE

7.01 License. Commencing on the Effective Date and subject to the terms and conditions of this Addendum, CONTRACTOR grants CITY a non-exclusive, non-transferable

license, to use the Product in the Licensed Area by the Users. This license does not constitute a sale of the Product or any portion or piece thereof or of any copies of Licensed Software, Customizations or Documentation.

7.02 Delivery and Acceptance. CONTRACTOR will deliver to CITY, the Product at mutually agreeable times, after or simultaneously with the later of date of the execution of this Addendum or Effective Date, or as otherwise provided.

7.03 No Other Rights. Except to exercise the license of Section 6.01 and its rights specifically granted under this Addendum, CITY shall have no rights to own, use or otherwise exercise dominion over the Product. Except as otherwise permitted under this Addendum, CITY may not rent, lease, loan, sell or otherwise distribute the Product or any derivative works based upon the Licensed Software in whole or in part.

7.04 Right of Audit. Either party may audit and inspect the other party's physical and electronic records solely to verify such party's compliance with the terms of this Article VI. CITY hereby agrees to the remote electronic survey of the Licensed Software licensed hereunder, provided CITY is provided ten (10) business day's prior written notice of such survey and provided further that such audit is conducted in a reasonable manner. In addition, upon written request from the other party, each party shall provide or obtain physical access to such records to either the requesting party or an independent auditor chosen by the party for the purposes of audit. All physical audits of CITY will be conducted at the business premises in which the Licensed Software is installed or accessed during regular business hours during the term of this Addendum. Audits will be conducted no more frequently than once annually. All individuals performing such audits, including independent third party auditors, must be bound by confidentiality obligations consistent with the Agreement.

7.05 Material Change to Product. If there is any material change in any rules, orders, laws or regulations governing the manner in which this Product operates or in the data provided by third parties (such as changes in the manner of operation of global distribution systems or standards in wireless or non-wireless communications protocols); then upon written notice to CITY, CONTRACTOR will have the right, retroactive to the date of such material change, to modify the way in which this Product delivers data in order to comport with any change in law or regulations or functionality governing the Product. All data used by CONTRACTOR for testing and development shall be supplied by CITY at its expense to CONTRACTOR promptly upon request by CONTRACTOR to CITY.

ARTICLE VIII. LIMITED WARRANTY AND DISCLAIMER:

8.01 Software Media Warranty. CONTRACTOR warrants that each Product Unit delivered to CITY will be free from material defects when delivered. CONTRACTOR's entire liability and CITY's exclusive remedy under this warranty will be to replace the media on which such Product was delivered. CONTRACTOR shall have no obligation to replace any defective media which is not returned to CONTRACTOR within the warranty period or which has failed because of accident, abuse or misapplication.

8.02 Software Warranty. CONTRACTOR warrants that from the date of the delivery of a Product Unit identified by CONTRACTOR as being fully functional for production at the site designated by CONTRACTOR, the Product, if properly used by CITY, shall operate in conformity with the Documentation for such Product, if any. CONTRACTOR does not warrant

that any Product will meet all of CITY's requirements or that the use of any Product will be uninterrupted or error free.

8.03 Grant of Standard Warranties Only. NEITHER CONTRACTOR NOR ANY OF ITS SUPPLIERS MAKE ANY WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR IN ANY COMMUNICATION WITH CITY WITH RESPECT TO THE PRODUCT OR OTHER ITEMS DELIVERED PURSUANT TO THIS ADDENDUM THAT IS NOT PART OF THE STANDARD WARRANTY OFFERED BY CONTRACTOR TO ITS OTHER CUSTOMERS. CONTRACTOR'S sole and exclusive liability, and CITY's sole and exclusive remedy, shall be, at CONTRACTOR's sole election, to terminate this Addendum, at which time, CITY shall immediately deliver each Product Unit and any related Documentation to CONTRACTOR; provided, however, CONTRACTOR may elect, to attempt, through reasonable efforts, to: (a) correct any material nonconformities discovered within the Warranty Period, (b) replace the nonconforming Product. The above remedies are available only if CONTRACTOR is promptly notified in writing, within the warranty period, upon discovery of the nonconformities by CITY and CONTRACTOR's examination of the Product discloses that such nonconformities exist, and that the Product has not been (i) altered or modified; (ii) subjected to negligence, or computer or electrical malfunctions; (iii) used, adjusted, or installed other than in accordance with the instructions furnished by CONTRACTOR; or (iv) modified for custom development by CONTRACTOR for CITY as agreed in an Order. ANY REFUND OF FEES PROVIDED HEREUNDER (WHICH MAY BE UNDERTAKEN AT CONTRACTOR'S SOLE AND COMPLETE DISCRETION) SHALL BE DEEMED A TERMINATION OF THIS ADDENDUM (AND ANY RELATED MAINTENANCE) AND SHALL BE CITY'S SOLE AND EXCLUSIVE REMEDY FOR REJECTION OF THE PRODUCT(S) AND NEITHER PARTY SHALL HAVE ANY FUTURE OBLIGATIONS OR LIABILITY HEREUNDER WITH RESPECT TO SUCH PRODUCT(S). THIRD PARTY INTELLECTUAL PROPERTY PAYMENTS SHALL NOT BE REFUNDABLE IN FULL OR IN PART.

8.04 Information/Disclaimer of Warranties with Respect to Data and Information Provided by Third parties.

Some information transmittable or accessible through any Product Unit may have been obtained through sources believed to be reliable (such as various Internet providers, real-time data provided by GPS systems or medical devices or other third party information sources). CITY agrees that CONTRACTOR shall not have any liability whatsoever for the accuracy, completeness, timeliness or correct sequencing of the information, or for any decision made or action taken by CITY in reliance upon such information or the Product. CITY further agrees that CONTRACTOR shall have no liability whatsoever for the transmission, non-transmission or partial transmission of data through third-party data systems and that such transmission shall be undertaken at CITY's sole risk, cost and expense.

CONTRACTOR and its third party suppliers and CITYs do not warrant that any Product will meet CITY's requirements or that access to the Product, or the operation of the Product, will be uninterrupted, error-free, that all errors will be timely corrected by third party information CITYs, or that the data and/or reports generated by the Product will be accurate in the event that third party information providers have provided inaccurate information.

8.05 DISCLAIMER. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH IN THIS ADDENDUM AND THEIR OWN WILLFUL MISCONDUCT, CONTRACTOR DOES NOT MAKE ANY WARRANTIES EXPRESS, IMPLIED, STATUTORY OR IN ANY COMMUNICATION WITH CITY WITH RESPECT TO THE LICENSED SOFTWARE, ANY

SERVICES OR ANY PRODUCT, AND CONTRACTOR EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATIVE OF CONTRACTOR SHALL HAVE THE RIGHT TO MAKE WARRANTIES ON CONTRACTOR'S BEHALF UNLESS THOSE WARRANTIES ARE IN WRITING AND EXECUTED BY A DULY AUTHORIZED OFFICER OF CONTRACTOR. EXCEPT WITH RESPECT TO THEIR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY OR ITS SUPPLIERS HAVE ANY LIABILITY FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES, ARISING IN ANY WAY OUT OF THIS ADDENDUM UNDER ANY CAUSE OF ACTION, WHETHER OR NOT CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY OTHER DAMAGES IN EXCESS OF THE AMOUNTS PAID FOR THE PRODUCT UNIT THAT GAVE RISE TO SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THIS SECTION DOES NOT LIMIT LIABILITY FOR BODILY INJURY OF A PERSON.

**Schedule 2.01
Third-Party Intellectual Property Royalty Payments**

In addition to the other compensation required under this Addendum, Third-Party Intellectual Property Payments shall be made as follows:

Licensing/Royalty agreement to be executed between CITY and the manufacturer of CITY's defibrillating equipment when the manufacturer has cleared the Triptix equipment for direct interface between their equipment and the CONTRACTOR provided data devices.

AND NO OTHER

Schedule 2.02

Initial Term Early Termination Payments

The Initial Term Early Termination Payments with respect to each Product Unit are as follows:

	Period	Amount
(1)	For an Early Termination during the first 18 months from the beginning of the Term:	\$2,750
(2)	For an Early Termination during the remainder of the Term:	\$---0---



McAlester City Council

AGENDA REPORT

Meeting Date: August 25, 2009
Department: City Manager
Prepared By: Mark B. Roath
Date Prepared: August 17, 2009

Item Number: 5
Account Code: _____
Budgeted Amount: _____
Exhibits: One

Subject

Consider, and act upon, McAlester Main Street Program request to hold a car show, cruise night and burn out activity on October 10, 2009.

Recommendation

Motion to approve the McAlester Main Street Program request to hold a Cruise Night and other activities on October 10, 2009.

Discussion

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	<u>MBR</u>	<u>08/17/09</u>



McALESTER MAIN STREET

☞ From Old Town to Downtown ☜

August 17, 2009

Dear Mayor and City Council

The McAlester Main Street Program is asking permission for a car show, cruise night and burn out activity on October 10, 2009. We are in the process of securing insurance to cover these events. If insurance cannot be secured for an event, then it will not be held.

The car show will be from 12:00 noon to 4:00pm along Choctaw Avenue. The cruise period will be from 6:00pm to 10:00pm. It will be a loop route composed of Choctaw, 6th Street, Wyandottè Avenue, and South Main. Also, during the cruise period, we will have a sound system contest on the corner of Choctaw and 6th Street. The burn out activity would be restricted to the Choctaw Parking Lot Area and would be from 6:00pm to 9:00pm. Any burn out done outside this area would be subject to ticketing by the McAlester Police Department. During the burn out period, we will also have a car engine wear out contest.

We are asking permission to close Choctaw between Main Street and Third Street between 12:00 noon and 4:00pm and to close South Main from Carl Albert Parkway to Cherokee Avenue from 6:00pm to 10:00pm to allow for a safe movement of people between the cruise route and the burn out area. We are also requesting approval between 6:00pm and 10:00 for vehicles with open exhaust.

We will provide port-a-pots for the general public. We will provide security from off duty Police Officers, Sheriff's Deputies and/or Reserve Deputies. We will have an ambulance and wrecker available. We are requesting that the City position a Fire truck in the Choctaw Parking Lot from 6:00pm to 10:00pm.

Although successful events of a similar nature have been conducted in the past few years, we believe that with the help of a number of local car enthusiasts, the McAlester main Street Program can provide a more controlled and safer event than in the past. We, therefore, ask approval of this request and thank the Mayor and Council for their time.

Thank you



Donny Lenington

Executive Director

918-423-8888

215 East Choctaw Avenue, Suite 112
McAlester, OK 74501

mcalestermainst@att.net



McAlester City Council

AGENDA REPORT

Meeting Date: August 25, 2009
Department: City Manager
Prepared By: Mark B. Roath
Date Prepared: August 17, 2009

Item Number: 6
Account Code: _____
Budgeted Amount: _____
Exhibits: One

Subject

Consider, and act upon, authorizing the Mayor to sign an Equipment Maintenance Agreement with BizTel Communications for the McAlester EXPO Center.

Recommendation

Motion to approve an Equipment Maintenance Agreement with BizTel.

Discussion

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	<u>MBR</u>	<u>08/17/09</u>



BUSINESS TELEPHONE SYSTEMS
TELESYS COMMUNICATIONS

New Systems • Repairs, Moves, and Additions to Existing Systems
Call Accounting, Voice Mail, Automated Attendant, Message On Hold, Cabling

EQUIPMENT MAINTENANCE AGREEMENT

BizTel Communications

906 E Wyandotte
McAlester, Ok. 74501
918-429-0000

Customer

City of McAlester
28 E. Washington
McAlester, Ok. 74501

AGREEMENT SCHEDULE

Equipment Location

**McAlester EXPO Center
4500 W Hwy 270
McAlester, Ok. 74501**

Equipment Covered

1 – Samsung Compact Telephone System and telephone sets equipped for 6 CO ports, 12 digital ports, 2 analog ports and 2 voice mail ports.

Note – Items not covered include headsets, cordless phones, answering machines, fax machines, credit card machines, modems, battery backups, paging equipment, programming, software, or any device not connected directly to the telephone system.

Effective Date 8/16/09

Prorated 8/16/09 through 1/15/2010

Charges:

Fixed Rate of \$ 550.00 per prorated term

BizTel Communications

CUSTOMER

By _____

By _____

Date _____

Date _____

Name and Title

Equipment Maintenance Agreement

A. Coverage

BizTel Communications, hereinafter known as BizTel, agrees to service and maintain the equipment specified in the agreement schedule in accordance with the following terms and conditions:

1. BizTel will furnish all necessary service, including parts, materials and labor, to maintain the equipment in good working condition and service will be performed in a workmanlike manner with replacement parts of good quality. Normal maintenance work will be performed during BizTel's normal working hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, except Holidays. Service response will normally be provided for malfunctions, which originate within the equipment within one (1) working day of the Customer's notification. Emergency service involving a total or substantial equipment outage (i.e., where the Customer's equipment is unable to place or receive calls) will normally be provided within three (3) hours of Customer's notifications.
2. This agreement covers failure of the equipment caused by normal wear and tear and does not cover other failures including but not limited to, Acts of God, alterations by any one other than BizTel including improper wiring installation or repair, theft, accident, misuse, abuse, fire, wind, flood or lightning. Further, maintenance does not include labor and material cost of additions to, relocation, rearrangements, or removal of equipment. All repair or services requested by the Customer that are outside the scope of this agreement will be furnished at BizTel's applicable rates for time and materials then in effect. Maintenance service will be rendered as provided above unless prevented by causes beyond BizTel's reasonable control. BizTel shall have, and Customer hereby grants, full and unrestricted access to the premises on which the equipment is located. BizTel is not responsible for any rigid conduit or raceway. Customer agrees to supply electrical facilities. Customer facilities shall be dry and free of dust and necessary elevator service, heat, light and sanitary facilities shall be provided by Customer.

B. Payment and Renewal

The Customer agrees to pay BizTel the charge set forth on the Agreement Schedule, plus applicable taxes or finance charges. Payment will be due upon acceptance of this agreement and prior to the effective date for subsequent renewals. The term of this agreement is for one (1) year unless renewed. This Equipment Maintenance Agreement shall be automatically renewed from year to year thereafter, unless Customer shall advise BizTel in writing of its intention to cancel this Agreement prior to thirty (30) days before expiration of an annual term. When so renewed, any rate increase for maintenance service will be based on BizTel's prevailing rate for similar services to other Customers in the same city. If equipment is added to the system subsequent to that which is listed on the Equipment Schedule, a new charge will be computed to take into account the increased cost of servicing and maintaining the equipment added and such charge will be billed to the Customer as soon as such charges are applicable. BizTel may, at its option terminate this agreement by giving the Customer ten (10) days written notice if customer defaults in its payment to BizTel. Charges which are not paid when due shall be subject to a service charge of 1.5% per month or at the maximum rate permitted by law, whichever is lesser.

C. Miscellaneous

1. In the performance of this agreement, BizTel shall be liable only for the expense of providing normal repair and maintenance service, but in no event be liable for special or consequential damages, for loss, damage directly or indirectly arising from Customer's inability to use the equipment whether separately or in combination with any other equipment, personal injury, or commercial loss. Further no liability will arise if performance of such service is prevented by declared government emergencies, civil disturbances, strikes or other causes beyond BizTel's control.
2. BizTel shall have the right to subcontract in whole or in part the maintenance work called for by this agreement. However, BizTel shall not be relieved of any liability under this agreement on account of a subcontract.
3. If other than BizTel's authorized representatives perform any repair, maintenance service, or supplemental installation while the equipment is under fixed rate provision of this agreement which in the opinion of BizTel increases the maintenance cost thereof, BizTel shall so notify customer and an equitable adjustment shall be made. If no agreement can be reached on the increased cost, BizTel at its option may terminate this agreement.
4. The provisions contained in the Equipment Maintenance Agreement constitute the entire agreement between BizTel and the Customer and any alteration or modifications hereto must be in writing, reference this agreement and be executed by both parties. This Agreement shall bind and benefit both parties hereto including their successors, designees and assigns.



McAlester City Council

AGENDA REPORT

Meeting Date: August 25, 2009 Item Number: 7
Department: Finance
Prepared By: Sherry Alessi Account Code: _____
Date Prepared: August 13, 2009 Budgeted Amount: _____
Exhibits: Four

Subject

Consider, and act upon, authorizing the Mayor to sign a Ratification of Lease No. 118 with First National Bank and Trust Company, McAlester, Oklahoma.

Recommendation

Motion to approve Ratification on Lease No. 118 with First National Bank of McAlester.

Discussion

The City of McAlester entered into a Lease Purchase Agreement No. 118 with First National Bank on September 16, 2002, for a 2800 Series 5000 Telescopic Platform Seats, 2 – 108 ft. sections (6) and 2 – 83 ft. sections (5). (See copies of the original Lease Purchase Agreements attached hereto)

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	SA	08/17/09
City Manager	MBR	08/17/09



August 5, 2009

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

Attention: Ms. Sherry Alessi, Assistant City Treasurer

RE: Lease No. 118

Dear Ms. Alessi:

Enclosed you will please find the annual ratification for the above lease which will be due in September 2009. Upon receipt of the signed Ratification by Mayor Priddle I will have Mr. Nelson sign and return a signed copy to you.

I appreciate your assistance in this matter and if you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Kathy Crowl". The signature is written in black ink and is positioned above the printed name.

Kathy Crowl
Compliance/CRA/B5A Officer

enc.

RATIFICATION OF LEASE

On September 16, 2002, a Lease Purchase was entered into by and between First National Bank & Trust Co., McAlester, Oklahoma, as Lessor and the City of McAlester, Oklahoma, a Municipal Corporation, as Lessee, and said Lease Purchase was renewed by Lease Purchase Renewal dated September 19, 2008, in connection with the rent and lease of the following described equipment:

2800 Series 5000 Telescopic Platform Seats
2 – 108 ft. sections (6)
2 – 83 ft. sections (5)

Lessor and Lessee hereby desire and adopt, ratify and confirm the above referenced Lease and all of its terms and provisions.

CITY OF MCALESTER

FIRST NATIONAL BANK & TR CO.

By: _____
Kevin Priddle, Mayor

By: _____
Roi Nelson, President & CEO

Date: _____

Date: _____

COPY

LEASE PURCHASE RENEWAL

THIS AGREEMENT, made and entered into on this the 19th day of September, 2008 by and between First National Bank & Trust Co., McAlester, Oklahoma, hereinafter referred to as Lessor and the City of McAlester, Oklahoma, a Municipal Corporation, hereinafter referred to as Lessee,

WITNESSETH:

Item 1 - Lessor and Lessee previously entered into a Lease Purchase Agreement on September 16, 2002, and are desirous of renewing said agreement with the following terms, conditions, covenants, and agreements set forth.

Item 2 - Lessor hereby agrees to continue to rent, lease and to let to Lessee upon the terms, conditions, covenants, and agreements hereinafter set forth, the following described equipment:

2800 Series 5000 Telescopic Platform Seats
2-108 foot sections (6)
2- 83 foot sections (5)

Item 3 - It is mutually agreed that the principal balance of said Lease Purchase price of said equipment is \$259,371.58. Lessee agrees to pay to Lessor as rental for the use of said equipment, the sum of \$93,819.17 annually, commencing on September 16, 2009 and payable annually thereafter on or before the 19th day of September each year this contract is in force.

Item 3 - The term of this contract shall be from the date hereof to and including September 16, 2011, on which date this lease shall expire and terminate, unless the same is renewed by mutual ratification as hereinafter provided.

Item 4 - This lease contract shall be subject to be revitalized and renewed by the mutual consent of the parties hereto and ratification thereof for and during the fiscal year commencing on the 16th day of September 2009 and annually thereafter, and in the event of such revitalization or renewal or ratification, the annual rental for equipment here and before designated shall continue to be the sum of \$93,819.17 annually, payable as here and before specified provided, through and including September 16, 2011, however, that in the event the Lessee, under successive mutual consent ratification or revitalization, shall have paid all rentals on said leased equipment from the date of the initial agreement, plus 4.20% interest, and in that event said equipment shall become the property of Lessee, and the Lessor agrees thereupon to execute and to deliver to Lessee good and sufficient Bill of Sale thereto.

Item 5 - Subject to the agreement contracted in the preceding paragraphs the Lessee shall on the expiration of this Lease, or on the expiration of any renewal or extension or ratification thereof, surrender possession of and return the equipment described above, to the Lessor at it's usual place of business in McAlester, Oklahoma, in the same condition as received by the Lessee, reasonable wear and tear alone expected.

Item 6 - It is further agreed that in the event this Lease contract is not renewed, revitalized or ratified, that all rentals theretofore paid to the Lessor shall be retained by the Lessor as rental for the equipment so rented.

Item 7 - Upon the failure of Lessee to pay any of the rental installments specified herein during the original and initial period of the Lease, or during any renewal or revitalization thereof,

L-118 Rev

immediate return of possession of the equipment described above, will be made by Lessee to Lessor and in the event Lessee so fails, refuses or neglects to deliver the possession thereof to Lessor, Lessor shall have the right without notice or demand to take immediate possession of said property, wherever it may be found and for that purpose may pursue the same wherever it may be found and may enter any of the premises of Lessee, its agents, servants or employees by due process of law, wherever the said property may be, or supposed to be, and search for the same and if found to take possession thereof; any and all other agreements, either oral or written to the contrary notwithstanding, it being expressly agreed between the parties hereto that the only manner in which this agreement and contract may be altered or amended or modified is by the attachment of such written modifications, amendments, or alterations to this written contract, by an expressed consent of both Lessor and Lessee.

Item 8 - The Lessee hereby agrees to pay and keep current insurance sufficient to cover the value of the equipment. The Lessor is to be named as additional named insured and loss payee on the required insurance. Lessee agrees to provide Lessor with a Certificate of Insurance showing the above requirements have been met. Lessee agrees to provide Lessor additional liability insurance in the amount of \$1,000,000.00. This coverage will be carried under Lessor's excess liability insurance policy. The cost of insurance coverage shall be borne by Lessee.

Lessee is responsible for all upkeep of equipment, maintenance of equipment, etc. Lessee hereby releases Lessor from any responsibility of maintenance and repairs on said equipment and any public or private liability.

WITNESS WHEREOF, the parties have hereunto set their hands and the seal the day and year first above written.



[Signature]
City Clerk

LESSEE
CITY OF MCALESTER, OKLAHOMA,
A Municipal Corporation

By: [Signature]
Kevin Priddle, Mayor

LESSOR
FIRST NATIONAL BANK & TR. CO.
OF MCALESTER, OKLAHOMA

By: [Signature]
Roi Nelson
President & CEO

LEASE PURCHASE

THIS AGREEMENT, made and entered into on this the 16TH day of September, 2002 by and between First National Bank & Trust Co., McAlester, OK, hereinafter referred to as Lessor and the City of McAlester, Oklahoma, a Municipal Corporation, hereinafter referred to as Lessee,

WITNESSETH:

Item 1 - Lessor hereby agrees to rent, lease and to let to Lessee upon the terms, conditions, covenants, and agreements hereinafter set forth, the following described equipment:

2800 Series 5000 Telescopic Platform Seats
2 - 108 ft. sections (6)
2 - 83 ft. sections (5)

Item 2 - Lessee agrees to pay to Lessor as rental for the use of said equipment, the sum of \$103,548.70 annually, commencing on September 16, 2003 and payable on or before the 16th day of each month this contract is in force. It is mutually agreed that the purchase price of said equipment is \$834,750.00.

Item 3 - The term of this contract shall be from the date hereof to and including September 16, 2012, on which date this lease shall expire and terminate, unless the same be renewed by mutual ratification as hereinafter provided.

Item 4 - This lease contract shall be subject to be revitalized and renewed by the mutual consent of the parties hereto and ratification thereof for and during the fiscal year commencing on the 16th day of September, 2003 and annually thereafter, and in the event of such revitalization or renewal or ratification, the annual rental for equipment here and before designated shall continue to be the sum of \$103,548.70 annually including 4.12% interest, payable as here and before specified provided through and including September 15, 2007 at which time the Lessee agrees to renegotiate with the Lessor a new lease rate for the remaining five (5) years of said lease. At such time, Lessee shall have paid all rentals on said leased equipment from the date of the initial agreement said equipment shall become the property of Lessee, and the Lessor agrees thereupon to execute and to deliver to Lessee good and sufficient Bill of Sale thereto.

Item 5 - Subject to the agreement contracted in the preceding paragraphs the Lessee shall on the expiration of this Lease, or on the expiration of any renewal or extension or ratification thereof, surrender possession of and return the equipment described in numerical paragraph number one, to the Lessor at it's usual place of business in McAlester, Oklahoma, in the same condition as received by the Lessee, reasonable wear and tear alone expected.

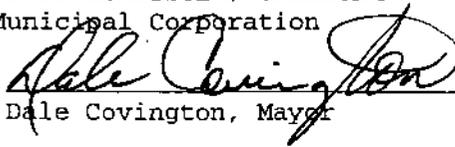
Item 6 - It is further agreed that in the event this Lease contract is not renewed, revitalized or ratified, that all rentals theretofore paid to the Lessor shall be retained by the Lessor as rental for the equipment so rented.

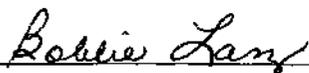
Item 7 - Upon the failure of Lessee to pay any of the rental installments specified herein during the original and initial period of the Lease, or during any renewal or revitalization thereof, immediate return of possession of the equipment described in numerical paragraph number one, will be made by Lessee to Lessor and in the event Lessee so fails, refuses or neglects to deliver the possession thereof to Lessor, Lessor shall have the right without notice or demand to take immediate possession of said property, wherever it may be found and for that purpose may pursue the same wherever it may be found and may enter any of the premises of Lessee, its agents, servants or employees by due process of law, wherever the said property may be, or supposed to be, and search for the same and if found to take possession thereof; any and all other agreements, either oral or written to the contrary notwithstanding, it being expressly agreed between the parties hereto that the only manner in which this agreement and contract may be altered or amended or modified is by the attachment of such written modifications, amend-ments, or alterations to this written contract, by an expressed consent of both Lessor and Lessee.

Item 8 - The Lessee hereby agrees to pay and keep current insurance sufficient to cover the value of the equipment described in numerical paragraph number one. The Lessor is to be named as additional named insured and loss payee on the required insurance. Lessee agrees to provide Lessor with a Certificate of Insurance showing the above requirements have been met. Lessee agrees to provide Lessor additional liability insurance in the amount of \$1,000,000.00. This coverage will be carried under Lessor's excess liability insurance policy. The cost of this coverage shall be borne by Lessee. Lessee is responsible for all upkeep of equipment, maintenance of equipment, etc. Lessee hereby releases Lessor from any responsibility of maintenance and repairs on said equipment and any public or private liability.

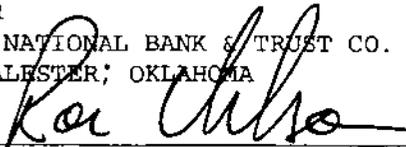
WITNESS WHEREOF, the parties have hereunto set their hands and the seal the day and year first above written.

LESSEE
CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

by: 
Dale Covington, Mayor

By: 
(City Clerk)

LESSOR
FIRST NATIONAL BANK & TRUST CO.
OF MCALESTER, OKLAHOMA

BY: 
Roi Nelson
Executive Vice President



McAlester City Council

AGENDA REPORT

Meeting Date: August 25, 2009
Department: Community Services
Prepared By: Mel Priddy
Date Prepared: August 12, 2009

Item Number: 8
Account Code: _____
Budgeted Amount: _____
Exhibits: _____

Subject

Consider and act upon a waiver of the bidding procedure on the purchase of skate park equipment.

Recommendation

Motion to authorize the Community Services Department to waive bidding procedure on the purchase of skate park equipment for Connally Park

Discussion

The existing skate park equipment at our skateboard park at Connally was purchased at the American Ramp Company. The equipment in place is one-third of a three phase plan to fully equip the park. The rest of the equipment we need to purchase all fits in with the existing equipment. We are perfectly satisfied with the equipment we have from American Ramp Company. It is steel equipment and should last for many years. It will take between \$50,000. and \$60,000. to finish equipping the park. We are asking the council to allow us to purchase the remaining equipment from American Ramp Co. so we will have equipment that has the same design, color and construction and all fits together.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	MWP	8-12-2009
City Manager	MBR	08/17/09



McAlester City Council

AGENDA REPORT

Meeting Date: August 25, 2009
Department: City Manager
Prepared By: Mark B. Roath
Date Prepared: August 17, 2009

Item Number: 9
Account Code: _____
Budgeted Amount: _____
Exhibits: _____

Subject

Discussion, and possible action, on legislation to create a local bidder preference.

Recommendation

Discussion

Approved By

Initial

Date

Department Head

City Manager

MBR

08/17/09



McAlester City Council

AGENDA REPORT

Meeting Date: _____
Department: City Manager
Prepared By: Mark B. Roath
Date Prepared: August 17, 2009

Item Number: 10
Account Code: _____
Budgeted Amount: _____
Exhibits: _____

Subject

Discussion, and possible action, on setting a public hearing to get citizen input on setting priorities for the future.

Recommendation

Discussion

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	<u>MBR</u>	<u>08/17/09</u>



McAlester City Council

AGENDA REPORT

Meeting Date: August 25, 2009 Item Number: 11
Department: Planning and Community Development
Prepared By: Dennis Lalli Account Code: _____
Date Prepared: August 14, 2009 Budgeted Amount: _____
Exhibits: Four

Subject

Consider, and act upon, a Resolution declaring certain buildings as dangerous by reason of dilapidation and a detriment to the welfare of the public and community.

Recommendation

Motion to approve a Resolution declaring certain buildings as dilapidated and subject to removal.

Discussion

Attached hereto is a list of building locations recommended for removal. They are:

Address, Block and Lot:

2 E Cherokee, Block 395, Lot 6.

Approved By

		<i>Initial</i>	<i>Date</i>
Department Head	Peter Stasiak	_____	August 14, 2009
City Manager		MBR	08/17/09

RESOLUTION

WHEREAS, the City of McAlester desires to remove all buildings which are dangerous by reason of being dilapidated and a detriment to the welfare of the public and community, and

WHEREAS, the procedure for notification, as outlined in Chapter 18 Article VIII of the McAlester Code of Ordinances has been complied with.

THEREFORE, BE IT RESOLVED by the City Council of the City of McAlester, that:

SECTION 1 : Those structures listed in exhibit "A" attached and made part of the resolution are determined to be dangerous buildings, and that the welfare of the community will be served by their removal.

SECTION 2 : The property owner is given ten (10) days from this date to remove the building.

SECTION 3 : The City Manager is authorized to remove structures if not removed in the allowed ten (10) days.

PASSED and APPROVED the _____ day of _____, 2009.

City of McAlester, OKLAHOMA
A Municipal Corporation

Kevin E. Priddle, Mayor

(SEAL)

ATTEST:

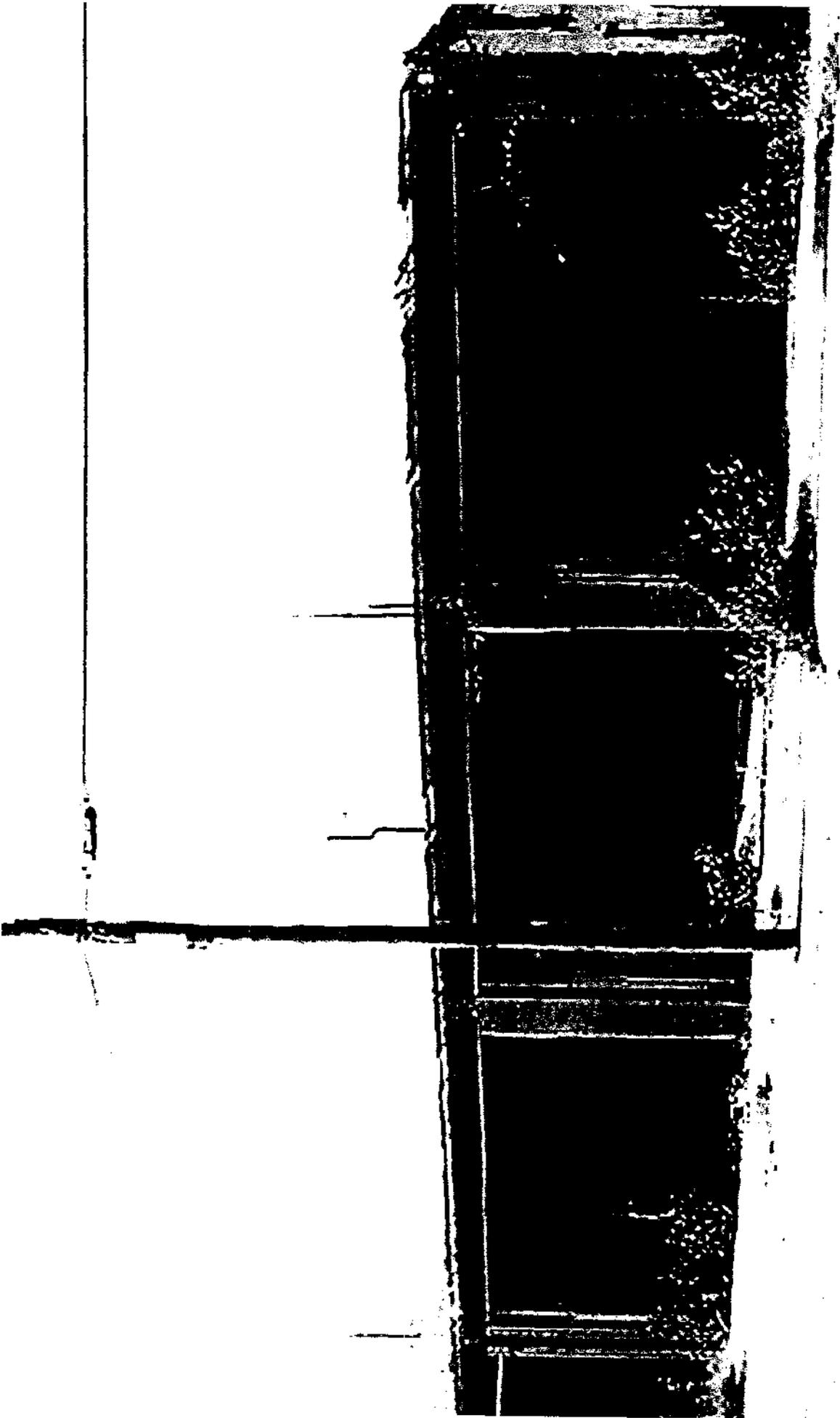
Cora Middleton, City Clerk

**CITY OF MCALESTER
DILAPIDATED BUILDINGS**

EXHIBIT "A"

Dilapidated Structures for Council Consideration:

1. 2 East Cherokee, Block 395, Lot 6



AUG 17 2009



Facsimile
08/17/09

HUMPHREY PLUMBING, HEAT & AIR
P. O. BOX 1781
McALESTER, OKLAHOMA 74502
918-423-2078

August 17, 2009

TO: McAlester City Manager

RE: City Council Meeting on August 25, 2009

Please include me on the agenda in regards to my property located at 2 East Cherokee. I have received a letter stating that it has been deemed dilapidated.

Regards,



Gary Manos



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>August 25, 2009</u>	Item Number:	<u>12</u>
Department:	<u>Utilities</u>		
Prepared By:	<u>David Medley</u>	Account Code:	<u>30-5211360</u>
Date Prepared:	<u>August 14, 2009</u>	Budgeted Amount:	<u>\$9,629.45</u>
		Exhibits:	<u>Three</u>

Subject

Consider and act upon, a Utilities Extension Agreement with Mr. Fred Ettner to participate in the cost of extending 317 linear feet of sewer main on the 14th Street and Village Boulevard Utility Extensions, Project No. MC-09-01.

Recommendation

Motion to approve the agreement with Mr. Fred Ettner and authorize the Mayor to sign said agreement.

Discussion

This agreement provides for 100% of the unit price contract cost of extending the 8 inch sewer main at station 25+38 of the 14th Street and Village Boulevard Utility Extension Project. Total participation cost is \$9,629.45 which has been put on deposit with the City by Mr. Ettner. A change order to include this work and a budget amendment to add this amount was previously approved by the City Council at the August 11, 2009 meeting. This Utilities Extension Agreement has been previously approved by the City Attorney.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u>DRM</u>	<u>8/14/09</u>
City Manager	<u>MBR</u>	<u>08/17/09</u>

UTILITIES EXTENSION AGREEMENT

This agreement is made this 6th day of August, 2009, between the City of McAlester, Oklahoma, hereafter referred to as "City" and Fred W. Ettner, of 836 E. Carl Albert Parkway, McAlester, Oklahoma, hereafter referred to as "Owner", whether one or more;

In consideration of the mutual promises hereinafter made, City and Owner agree as follows:

1. City agrees to construct, operate, and maintain 317 linear feet of sewer line extension from the City's main line at a point from Station 25+38 on the 14th Street and Village Boulevard Utility Extensions, Project No. MC-09-01 selected by City in accordance with those plans and specifications prepared or approved by City's engineers, which shall be incorporated as part of this agreement by reference. City agrees Owner shall be given reasonable opportunity to review and inspect such plans and specifications before any bidding procedure, if required, or prior to construction, if bidding is not required.

2. Owner agrees to pay to the City the sum of \$9,629.45 as Owner's proportionate part of the sewer line extension cost. Upon signing of this agreement, Owner shall pay for post with the City that amount or security deemed adequate by the City to ensure full payment at the conclusion of construction or may be required to make full payment at signing. Further, if conditions arise during construction, which require a written change order, which increases the original contracted amount, Owner agrees to pay his proportionate share of such increased amount.

3. Owner agrees to grant to City all necessary easements or right of way for the location of the sewer line extension for any property owned by Owner needed for location of

the extension or to assist the City by making any reasonable effort to secure any easement or right of way across any adjacent lands that might be needed. Owner hereby warrants title and possession of any property described in any easement to be given to City by Owner.

4. City and Owner agree that they will comply with the requirements of any applicable laws, ordinances, rules and regulations in the performance of this agreement.

5. Special Conditions or Provisions: None

This agreement shall be binding upon our heirs, administrators, successors, and assigns.

Agreed to as of the date first written above, regardless of the date of signing.

(seal)

The City of McAlester, OK

Attest:

City Clerk

By: _____
Mayor

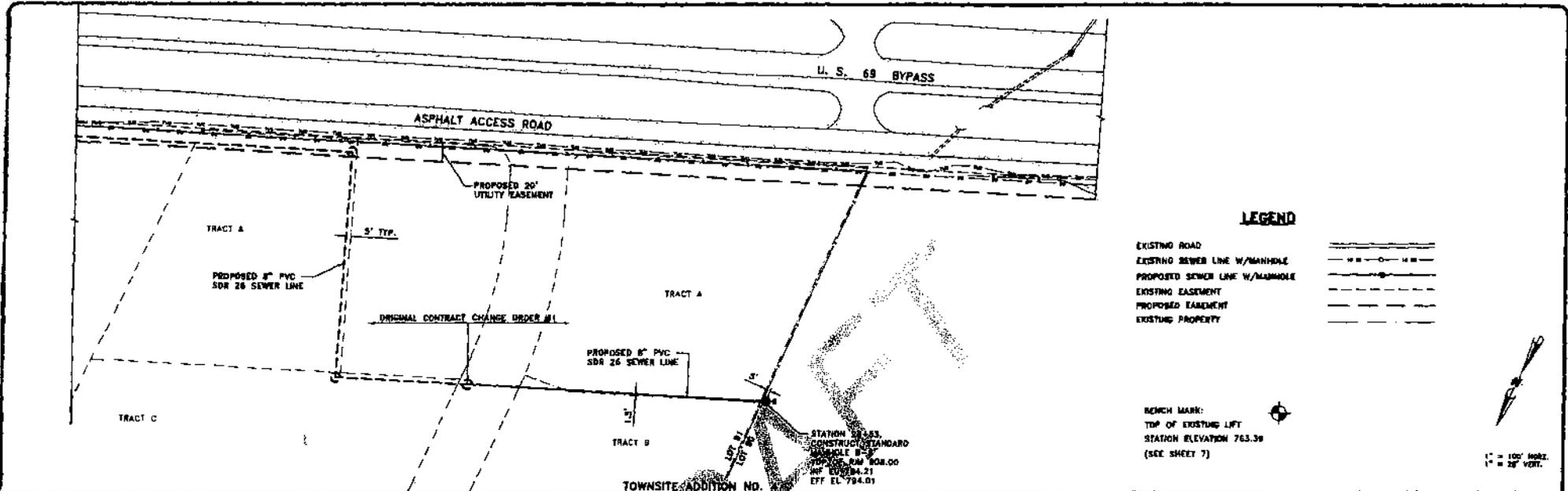
Attest:

Jamie L Burke
exp 12-4-2011
Comm # 03014162

Owner:

Fred W. Ettner

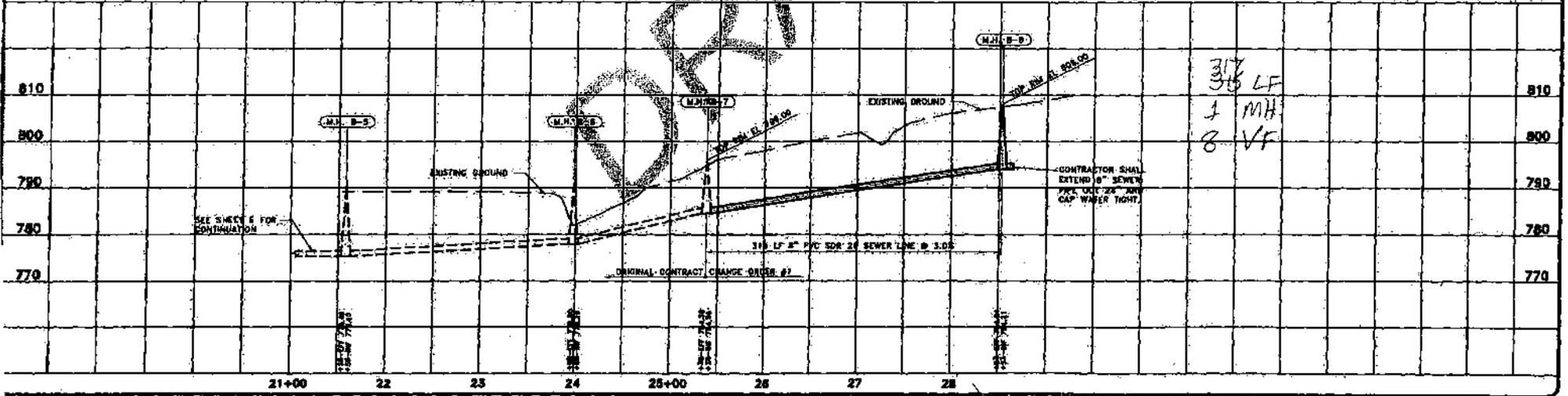
By: Fred W. Ettner



LEGEND

- EXISTING ROAD
- EXISTING SEWER LINE W/MANHOLE
- PROPOSED SEWER LINE W/MANHOLE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- EXISTING PROPERTY

BENCH MARK:
TOP OF EXISTING LIFT
STATION ELEVATION 763.39
(SEE SHEET 7)



DESIGNED BY	EDV
CHECKED BY	LGB
DRAWN BY	AKZ
DATE	

MEHLBURGER BRAWLEY
719 S. GEORGE HIGH EMPLOYWAY, MCALLESTER, DC 74501
(918) 480-8500 • (918) 480-8801 FAX

CITY OF MCALLESTER
14TH STREET AND VILLAGE BOULEVARD
UTILITY EXTENSIONS

14TH STREET SEWER LINE
PLAN AND PROFILE
CHANGE ORDER #1

Job: MC-08-01
Scale: 1" = 100'
Date: MAY 2008

MEHLBURGER BRAWLEY

Invoice Date	Invoice Number	Invoice Amount	Debit Amount	Cash Dsct	Net Amount
08/06/09	13 ACRES-UTILITIES	9,629.45	0.00	0.00	9,629.45

Check# 127490 Totals : 9,629.45 0.00 0.00 9,629.45
 CITY OF MCALESTER Check Date: 08/06/09

BEMAC SUPPLY

WHOLESALE DISTRIBUTOR
 836 CARL ALBERT PKWY • P.O. BOX 70
 McALESTER, OKLAHOMA 74502

FIRST NATIONAL BANK & TRUST COMPANY
 McALESTER, OKLAHOMA

127490

CHECK NO: 127490

***9,629 and 45/100 dollars

DATE AMOUNT

08/06/09 *****9,629.45

PAY
 TO THE
 ORDER
 OF

CITY OF MCALESTER
 P.O. BOX 578
 MCALESTER OK 74502-0578

BEMAC SUPPLY - UNION IRON WORKS, INC.

Frederick Ethner

AUTHORIZED SIGNATURE

⑈ 127490⑈ ⑆ 103100218⑆ ⑈ 103 076 0⑈



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>August 25, 2009</u>	Item Number:	<u>13</u>
Department:	<u>Utilities</u>		
Prepared By:	<u>David Medley</u>	Account Code:	<u>30-5211403</u>
Date Prepared:	<u>August 14, 2009</u>	Budgeted Amount:	<u>\$300,000</u>
		Exhibits:	<u>Three</u>

Subject

Consider and act upon, an agreement with Mr. Kenneth Beale to obtain a 15 foot wide utility easement in Townsite Addition No. 4 for the South 69 Bypass Sewer Extension Project, Project No. MC-09-04.

Recommendation

Motion to approve the agreement with Mr. Kenneth Beale and authorize the Mayor to sign after review and approval by the City Attorney's Office.

Discussion

This agreement provides for 15 foot wide utility easement on lots 55 & 77 Townsite Addition No.4, Pittsburg County, Oklahoma in exchange for five sanitary sewer connections on lots 54, 55, and 57 and one service line bore under Peaceable Road to serve lot 54 of Townsite Addition No. 4.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u>DRM</u>	<u>8/14/09</u>
City Manager	<u>MBR</u>	<u>08/17/09</u>



Aug. 14, 2009

Mr. Kenneth Beale
2210 Peaceable Road
McAlester, OK 74501

Re: 15 Foot Utility Easement, Lot 55 and 77, Townsite Addition No. 4 to
Pittsburg County

Dear Mr. Beale,

The City of McAlester / McAlester Public Works Authority is planning a sewer line extension that will serve your property. The proposed alignment requires the sewer line be installed on an easement on your property.

The City of McAlester / McAlester Public Works Authority agrees to the following in exchange for the utility easement on the above referenced property and more specifically described on the easement document.

1. Provide five (5) sanitary sewer service connections to serve lots 54, 55 and 77.
2. Provide one (1) service line bore under Peaceable Road to serve Lot 54.

If the terms of this easement are agreeable, please execute and return the easements to the City at your earliest convenience.

Signed,

Kevin Priddle
Mayor

PREPARED BY: MILLIGAN LAND SURVEYING PLLC
C.A. 5298 (PLS) exp 06/30/2009
1222 S 13TH McALESTER, OK 74501
Tel. 918-420-5785 Cell 918-429-5999 Fax 918-423-7761

BEALE 15' EASEMENT LEGAL DESCRIPTION

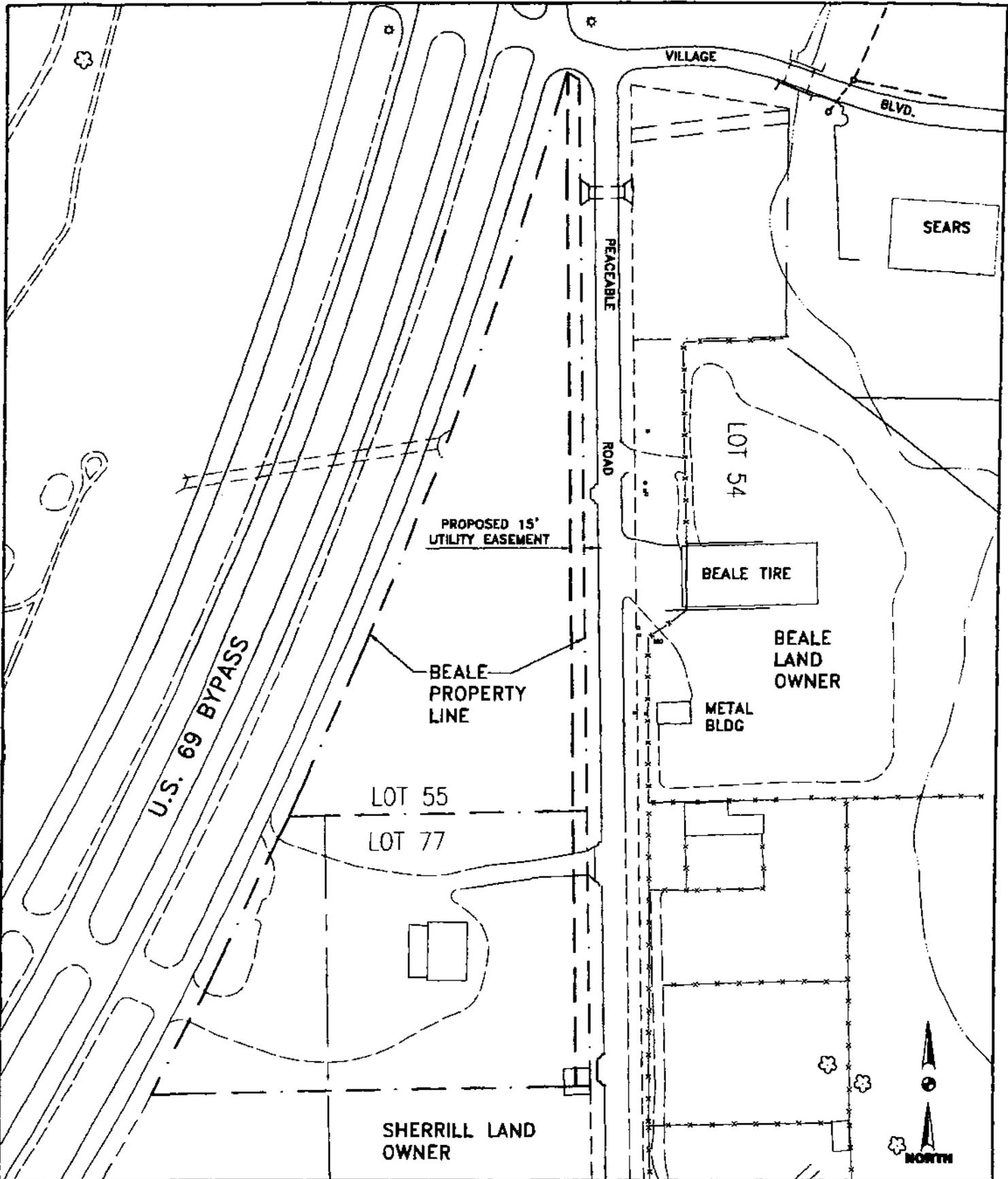
THE WESTERLY 15 FEET OF THE EASTERLY 45 FEET OF THE NORTHERLY 323.97 FEET OF LOT 77,
TOWNSITE ADDITION No. 4 TO PITTSBURG COUNTY, STATE OF OKLAHOMA.

AND

THE WESTERLY 15 FEET OF THE EASTERLY 45 FEET OF ALL OF THAT PART OF LOT 55, TOWNSITE
ADDITION No. 4, LYING SOUTH AND EAST OF U.S. HIGHWAY No. 69, ALL IN PITTSBURG COUNTY,
STATE OF OKLAHOMA.

Respectfully submitted,

Will Milligan, PLS



LOCATION MAP
 SCALE: 1" = 150'

MEHLBURGER BRAWLEY

— THE MERGING OF NRS, INC —
 THE MEHLBURGER FIRM - BRAWLEY ENGINEERING CORP.

719 S. GEORGE HIGH EXPRESSWAY, McALESTER, OK. 74501
 (918) 420-5500 • (918) 420-5501 FAX

EXHIBIT
LOT 55

15' UTILITY EASEMENT





McAlester City Council

AGENDA REPORT

Meeting Date:	<u>August 25, 2009</u>	Item Number:	<u>14</u>
Department:	<u>Utilities</u>		
Prepared By:	<u>David Medley</u>	Account Code:	<u>30-5211403</u>
Date Prepared:	<u>August 14, 2009</u>	Budgeted Amount:	<u>\$300,000</u>
		Exhibits:	<u>Three</u>

Subject

Consider and act upon, an agreement with Mr. Kenneth Sherrill to obtain a 15 foot wide utility easement in Townsite Addition No. 4 for the South 69 Bypass Sewer Extension Project, Project No. MC-09-04.

Recommendation

Motion to approve the agreement with Mr. Kenneth Sherrill and authorize the Mayor to sign after review and approval by the City Attorney's Office.

Discussion

This agreement provides for 15 foot wide utility easement on Lot 54 Townsite Addition No.4, Pittsburg County, Oklahoma in exchange for one sanitary sewer connection on lot 54 and two sanitary sewer connections on lot 77 of Townsite Addition No. 4.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u>DRM</u>	<u>8/14/09</u>
City Manager	<u>MBR</u>	<u>08/17/09</u>



Aug. 14, 2009

Mr. Kenneth Sherrill
Sherrill & Associates Family Limited Partnership
RR 8 Box 60
McAlester, OK 74501

Re: 15 Foot Utility Easement, Lot 54 Townsite Addition No. 4 to Pittsburg
County, State of Oklahoma;

Dear Mr. Sherrill,

The City of McAlester / McAlester Public Works Authority is planning a sewer line extension that will serve your property. The proposed alignment requires the sewer line be installed on an easement on your property.

The City of McAlester / McAlester Public Works Authority agrees to the following in exchange for the utility easement on the above referenced property and more specifically described on the easement document.

1. Provide one sanitary sewer service connection on lot 54 and two sanitary service connections on lot 77.

If the terms of this easement are agreeable, please execute and return the easements to the City at your earliest convenience.

Signed,

Kevin Priddle
Mayor

PREPARED BY: MILLIGAN LAND SURVEYING PLLC

C.A. 5298 (PLS) exp 06/30/2009

1222 S 13TH McALESTER, OK 74501

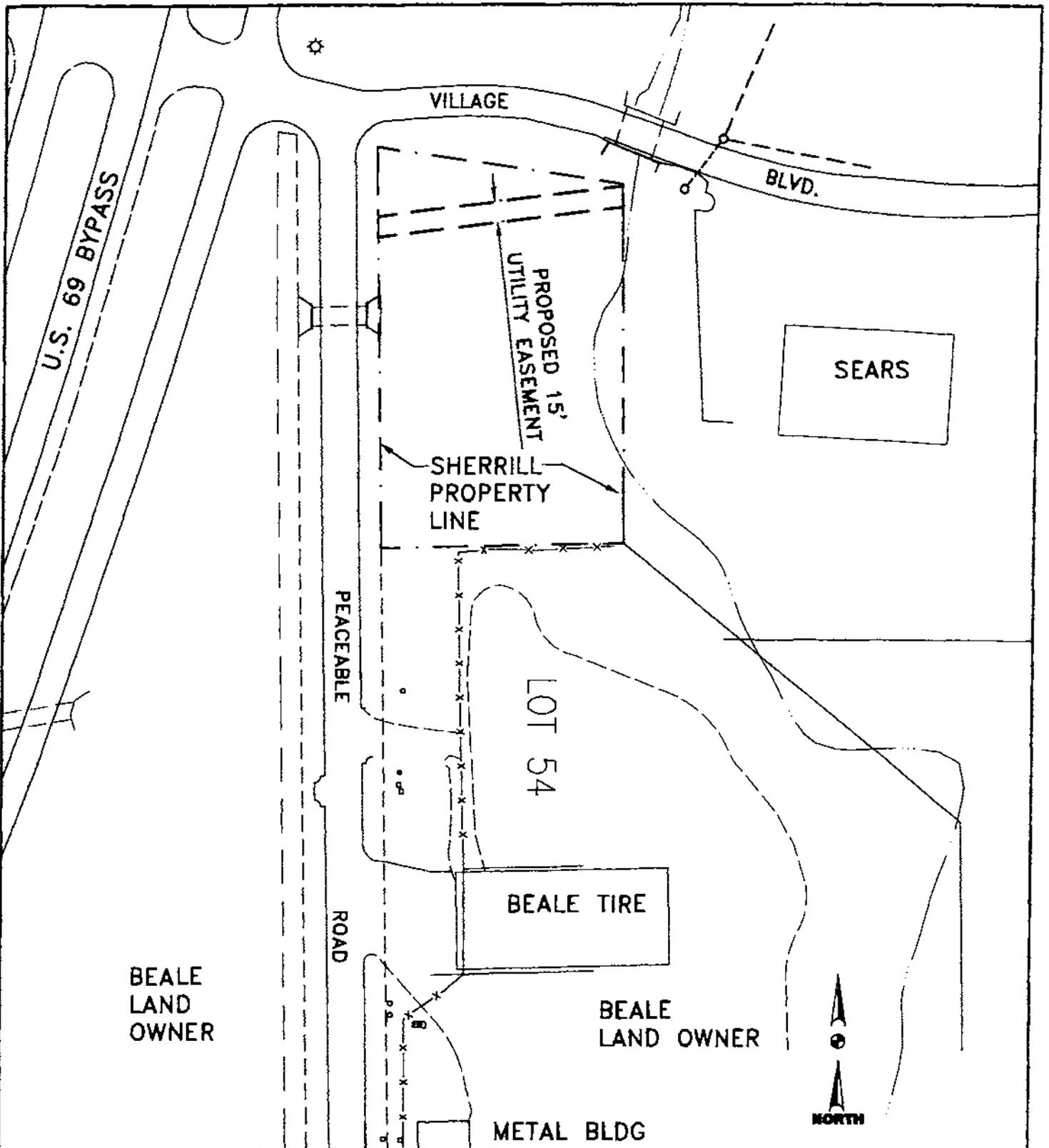
Tel. 918-420-5785 Cell 918-429-5999 Fax 918-423-7761

SHERRILL 15' EASEMENT LEGAL DESCRIPTION

A 15 FOOT UTILITY EASEMENT WHICH CENTER LINE IS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, PITTSBURG COUNTY, STATE OF OKLAHOMA. THENCE N 00°10' E ON THE NORTH AND SOUTH QUARTER SECTION LINE A DISTANCE OF 3467.57 FEET TO THE POINT OF BEGINNING; THENCE S 80°18'43" W A DISTANCE OF 213.03 FEET

Respectfully submitted,

Will Milligan, PLS



LOCATION MAP
 SCALE: 1" = 100'



MEHLBURGER BRAWLEY
 — THE MERGING OF NRB, INC. —
 THE MEHLBURGER FIRM • BRAWLEY ENGINEERING CORP.

719 E. GEORGE HIGH EXPRESSWAY, HOALESTER, OK. 74501
 (918) 420-5500 • (918) 420-5501 FAX

EXHIBIT
LOT 54
15' UTILITY EASEMENT



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>August 25, 2009</u>	Item Number:	<u>15</u>
Department:	<u>Utilities</u>	Account Code:	<u>30-5211403</u>
Prepared By:	<u>David Medley</u>	Budgeted Amount:	<u>\$300,000</u>
Date Prepared:	<u>August 14, 2009</u>	Exhibits:	<u>Three</u>

Subject

Consider and act upon, an agreement with Lakewood Christian Church to obtain a 15 foot wide utility easement in Townsite Addition No. 4 for the South 69 Bypass Sewer Extension Project, Project No. MC-09-04.

Recommendation

Motion to approve the agreement with Lakewood Christian Church and authorize the Mayor to sign after review and approval by the City Attorney's Office.

Discussion

This agreement provides for 15 foot wide utility easement on lots 86 & 87 Townsite Addition No.4, Pittsburg County, Oklahoma in exchange for two sanitary sewer connections on lots 86 & 87 of Townsite Addition No. 4.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u>DRM</u>	<u>8/14/09</u>
City Manager	<u>MBR</u>	<u>08/17/09</u>



Aug. 14, 2009

Lakewood Christian Church
c/o Cliff House
840 S. George Nigh Expressway
McAlester, OK 74501

Re: 15 Foot Utility Easement, Lot 86 and 87, Townsite Addition No. 4 to
Pittsburg County

Dear Mr. House,

The City of McAlester / McAlester Public Works Authority is planning a sewer line extension that will serve your property. The proposed alignment requires the sewer line be installed on an easement on your property.

The City of McAlester / McAlester Public Works Authority agrees to the following in exchange for the utility easement on the above referenced property and more specifically described on the easement document.

1. Provide two (2) sanitary sewer service connections to serve the School and Church buildings.

If the terms of this easement are agreeable, please execute and return the easements to the City at your earliest convenience.

Signed,

Kevin Priddle
Mayor

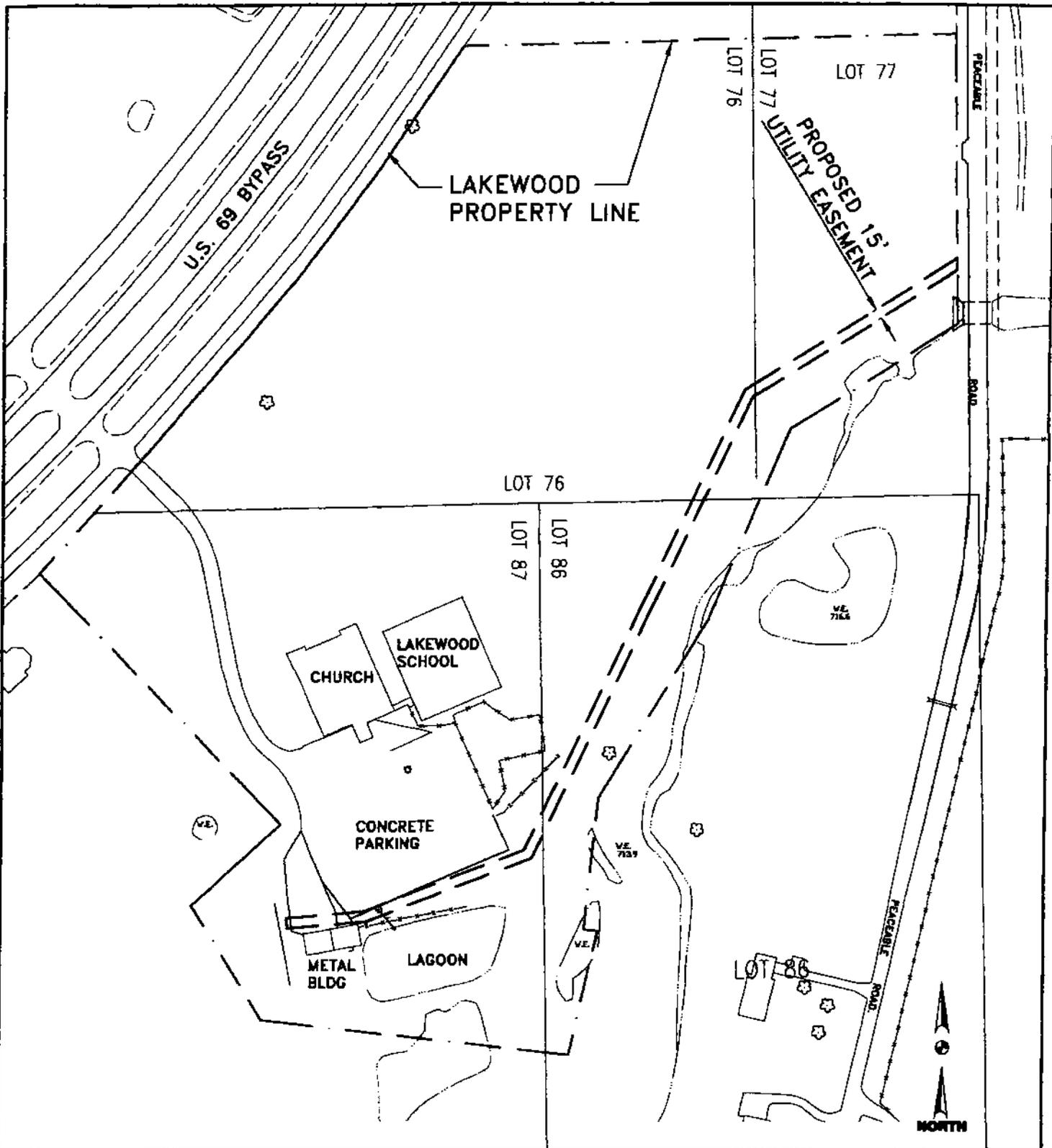
PREPARED BY: MILLIGAN LAND SURVEYING PLLC
C.A. 5298 (PLS) exp 06/30/2009
1222 S 13TH McALESTER, OK 74501
Tel. 918-420-5785 Cell 918-429-5999 Fax 918-423-7761

LAKWOOD 15' EASEMENT LEGAL DESCRIPTION

A 15 FEET UTILITY EASEMENT IN LOT 86 AND 87 TOWNSITE ADDITION No. 4, PITTSBURG COUNTY, STATE OF OKLAHOMA, WHICH CENTERLINE IS DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF LOT 86; THENCE WEST ALONG THE SOUTH LINE OF LOT 86 A DISTANCE OF 273.90 FEET; THENCE N 06°24'00" E A DISTANCE OF 255.00 FEET; THENCE N 14°12'00" E A DISTANCE OF 993.50 FEET; THENCE N 00°30'00" E A DISTANCE OF 447.77 FEET TO THE POINT OF BEGINNING; THENCE S 89.50'41" W A DISTANCE OF 390.00 FEET; THENCE S 26°54'34" W A DISTANCE OF 744 FEET; THENCE S 69°58'57" W A DISTANCE OF 255.00 FEET; THENCE S 87°58'58" W A DISTANCE OF 125 FEET.

Respectfully submitted,

Will Milligan, PLS



LOCATION MAP
 SCALE: 1" = 200'



MEHLBURGER BRAWLEY

— THE MERGING OF MBS, INC. —
 THE MEHLBURGER FIRM - BRAWLEY ENGINEERING CORP.

719 S. GEORGE HIGH EXPRESSWAY, MOLESTER, OK. 74501
 (918) 420-5500 - (918) 420-5501 FAX

EXHIBIT
LOT 77, 76, 86, 87
15' UTILITY EASEMENT



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>August 25, 2009</u>	Item Number:	<u>16</u>
Department:	<u>Community Services</u>	Account Code:	<u></u>
Prepared By:	<u>Jerry Lynn Wilson</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>August 19, 2009</u>	Exhibits:	<u>Three</u>

Subject

Consider, and act upon, a request by the Italian Festival Foundation to waive the rental fee for the use of the Southeast Expo Center for the 2010 Annual Italian Festival by partnering with them in the amount of \$2,125.00.

Recommendation

Consider appropriating \$2,125.00 of the \$5,000.00 approved annual partnering budget for the 2010 Italian Festival at the Expo.

Discussion

Attached hereto is a copy of the Southeast EXPO Center Rental Policy and Procedure, which was adopted by the McAlester City Council on January 8, 2008 via Resolution No. 08-04. Clause 13 of the Rules and Regulations states: "WAIVER OF RENTAL FEES-The City of McAlester will not waive any rental fees to any organizations. The City will consider partnering with organizations for educational and economic development projects if the project is open to the residents of the City and no fee is charged to the residents of the City of McAlester. Any request for partnering must be made to the City of McAlester."

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u>MWP</u>	<u></u>
City Manager	<u>MBR</u>	<u>08/19/09</u>

The Hon. Kevin
Priddle City of
McAlester
PO Box 578
McAlester, OK 74501

Dear Mayor Priddle:

On behalf of the volunteers of the McAlester Italian Festival, I write to make a request for the waiver of rent for use of the Expo and grounds for the 40th Annual Festival, scheduled for May 22 & 23, 2010. Set up will be on the May 21, 2010.

Hundreds of volunteers from our community have worked hard to make the Festival a significant and successful state event. Hundreds of thousands of dollars flow into our community that weekend from the many vendors, craftsmen, and festival-goers for such things as motel rooms, gas, food, and various other purchases. Each and every year the Italian Festival Foundation reviews requests from local and area organizations and schools. It is estimated that in the past eleven years alone, over \$100,000 was paid out in support of an estimated 30 organizations and/or students. If the Festival is forced to pay such high rent we are prevented from supporting our local charities, non-profits and students and we really wish to keep the Festival at the fairgrounds. In addition, the ever-increasing costs of gas and food jeopardize our numbers of vendors, craftsman, and visitors.

We are in high hopes that the City assists us in keeping the Festival a successful one, where we, in turn, can help give back to our local charities and non-profit interests. Please let me know if you are in need of further information by calling me at (918) 421-9403.

On behalf of the many Italian Festival volunteers and the Festival Foundation, I thank you for your consideration.

Sincerely,

—
Bobby Lenardo
Italian Festival Foundation

City of McAlester

"Southeast EXPO Center"

4500 W. Highway 270
McAlester, OK 74502

Phone **918/420-EXPO**
Fax **918/423-1092**

Partnership Request

Date of Request: August 14, 2009

Name: Bob Lenardo
Organization: Italian Festival Committee
McAlester, OK 74501
Phone #: 918/423-3245

Date of Event: May 22nd & 23rd, 2010 and set up day May 21, 2010
Description of Event: 2010 Annual Italian Festival
Description & Rate of Scheduled Room: Expo Hall (3 day) \$2,125.00

TOTAL OF REQUEST \$2,125.00

APPROVED PARTNERSHIPS

2009/10 PARTNERSHIP TOTAL BUDGETED AMOUNT: \$5,000.00

APPROVED PARTNERSHIP TOTAL AMOUNT FOR 2009/10 BUDGET YEAR TO DATE: \$2,250.00

Approved Groups	Requested Date	Event Date/s	Amount
EOSC	July 6, 2009	Oct. 7-8, 2009	\$2,250.00

2009/10 BUDGETED AMOUNT BALANCE \$2,750.00

CITY OF McALESTER
SOUTHEAST EXPO CENTER
P.O. BOX 578
McALESTER, OK 74501
918/420-3976

FACILITY RENTAL AGREEMENT

EVENT: _____
DATE(S): _____
CONTACT PERSON: _____
LESSEE: _____
ADDRESS: _____

PHONE: _____ **FAX:** _____

Use of the EXPO Center is subject to the rules and regulations adopted by the City of McAlester and conditions stated on this Agreement.

The Renter, hereinafter referred to as Lessee, is permitted to use and occupy the facilities listed below with dates and time indicated, as set forth in this Agreement:

<u>FACILITY</u>	<u>DATE</u>	<u>EVENT TIME</u>	<u>INGRESS/EGRESS</u>
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Subject to such conditions, limitations and restrictions, Lessee may have the use of the facilities of the City of McAlester – Southeast EXPO Center specifically described above together with such regularly provided heat, water, light, services, and parking as set forth in the current rate schedule on file in the office of the City of McAlester, Expo Manager, as may be required for the use of said facilities for said purpose. No facility or service not provided for in this Agreement may be used by Lessee. Lessee’s use of outside space is prohibited unless specifically provided for herein.

This Rental Agreement shall have no force or affect whatsoever until it is signed and returned with deposit, if such is required, and signed by the Expo Manager. The Lessee shall covenant and agree that it will perform or abide by each and every rule, regulation, restriction, and/or limitation of this Agreement.

If Lessee wishes to cancel an event, its deposit and/or any payment may be refunded by the City of McAlester – Southeast EXPO Center subject to:

- (1) Lessee giving written notice of cancellation to the manager at least sixty (60) days prior to the first date reserved for occupancy; or
- (2) The Agreement being canceled by the manager under any of the rules of operation governing the management of the Expo Center; or
- (3) The Agreement being otherwise canceled at the request of the manager and with the consent of the Lessee.

CITY OF McALESTER
SOUTHEAST EXPO CENTER
P.O. BOX 578
McALESTER, OK 74501
918/420-EXPO

RULES AND REGULATIONS

- 1) LOCATION – Southeast Expo Center – 4500 W. Hwy. 270, 3 miles west of McAlester, 1 mile east of the Indian Nation Turnpike.
- 2) PERMITTED GROUPS – Organizations interest in leasing the Expo Center do so by contacting the manager at 918/420-EXPO.

Reservations are made on a first come, first served basis. Reservations are confirmed using the standard three-year calendar. The reservation calendar will be available for public inspection at all times during regular Expo hours. No date will be removed from the Expo calendar availability list until the deposit set forth by the City of McAlester has been received in the office of the Expo Manager. (If a reservation date is challenged by a group, the first group/client holding the reservation will be notified and deposit will be requested so that the day can remain secure. If the first client declines the request for deposit, the second client requesting the date will be required to submit a deposit to secure the date.)

Lessee shall comply with all laws of the United States, of the State of Oklahoma, all ordinances of the City of McAlester and all rules and regulations of the City of McAlester. Lessee shall not do, or permit to be done, anything on the premises in violation of any such laws, ordinances, rules and regulations.

The Expo Center reserves the right to remove or cause to be removed from the premises any objectionable person or persons.

Unless otherwise authorized by the manager, all plumbing, electrical or carpenter work required to be done on the premises of the Expo Center in connection with Lessee's use, and all extra electrical current required for Lessee's use shall be paid and furnished by the Lessee upon approval of the manager.

- 3) EXPO CENTER RATES – Lessee of the Expo Center or any portion thereof, shall pay the rental rate set forth by the City of McAlester as is currently existing or as may be revised hereafter.

At the expiration of the time of occupancy of an event, the Lessee shall vacate the premises of the contracted facility and return to the Expo Center all equipment and property procured from the Expo Center in a like condition and state of repair as when first occupied or accepted.

In computing the length of performances, meetings, or rehearsals, a reasonable time will be allowed for personnel of the Lessee to enter and exit the building without being assessed for time exceeding the four (4) hour threshold.

- 4) LEASE CONTRACTS – A copy of the contract will be provided to the Lessee, who must sign the original before event will be scheduled. Signed Contract and reservation deposit made payable to the City of McAlester should be mailed to:

City of McAlester, SE Expo, P.O. Box 578, McAlester, OK 74501

Neither Contracts nor any of the rights of the lessee may be assigned, transferred or sublet without consent of the manager.

- 5) SET-UP REQUIREMENTS – Set-up sheets will be completed by the Lessee and returned with every Contract. Discussion regarding requirements and related cost for any event must be held with the Manager. Any special set-up request may be provided to the Manager, in writing, at least thirty (30) days before the event. In the receipt, handling, care, or custody of property of any kind shipped or otherwise delivered to the Expo Center either prior to, during or subsequent to the use of the facilities by the Lessee, the Expo Center, The City of McAlester, their agents or employees shall not be liable to the Lessee or any other person for the loss, damage or injury to such property.
- 6) CONCESSIONS – City of McAlester, Expo Center, retains all rights to food and beverage concessions. Concessions of any merchandise, either on display or by taking orders, may be sold only after prior approval of the Manager. No percentage of receipts on merchandise is required at this time. No collections or donations whether for charity or otherwise, shall be made at the Expo Center without the prior approval of the Manager.
- 7) CERTIFICATE OF INSURANCE – Lessee must provide a Certificate of Liability Insurance to the Manager at least ten (10) days prior to occupying the rented facility. Insurance in the amount of \$1,000,000.00 liability and property damage naming City of McAlester, SE Expo Center, as Certificate Holder on the Certificate. (A Waiver of Liability may be permitted for private, non-public events upon approval from Manager.)
- 8) LICENSES- Lessee shall obtain all permits/licenses required by law ordinances, rules and regulations and provide a copy to Manager ten (10) days prior to event.
- 9) ADVERTISING – Lessee shall not distribute, circulate, display or permit to be distributed, circulated or displayed, any advertisement material or program promoting events or activities not scheduled at the Expo Center except as is authorized in writing, by the Manager. The Lessee may display promotional or advertisement material for an event held at the Expo as long as no materials displayed damages, injuries, mars or in any manner defaces any portion in the facility at the Expo Center.
- 10) SECURITY – Lessee is responsible for furnishing security if deemed necessary by the Manager.
- 11) OBSTRUCTIONS – No portions of sidewalks, entries, vestibules, hall, elevators or way of access to public utilities of the EXPO Center shall be obstructed or caused to be obstructed by the Lessee, nor shall same be caused or permitted to be used for any purpose other than entering or exiting from the premises. The doors, skylights, stairways, openings that reflect or admit light into any portion of the building, hallways, corridors, passageways, radiators, and house lighting attachments, shall in no way be obstructed by the lessee.
- 12) RENTAL COLLECTION – If for any reason said rental is not paid as stipulated above, it is agreed that any box office receipts in the possession of the City of McAlester, SE Expo Center, or the lessee's designated ticket agent will be immediately applied to the payment of said rent and lessee waives all rights to that portion of the box office receipts necessary to pay said rental lessee shall furnish the City of McAlester, SE Expo Center, a true and accurate copy of the ticket printer's manifest before the event. In all cases, the City of McAlester, SE Expo Center, shall require that a properly executed contract be in effect and the prescribed rental deposit be paid in full before authorizing a ticket sale to commence. The City of McAlester, SE Expo Center, shall further have the right to count all unsold tickets after each performance. Lessee shall furnish a box office statement after each event. In the event, suit or action is instituted, the City of McAlester, SE Expo Center, shall be entitled, in addition to the costs and disbursements provided by statute, to such additional sums as the court may adjudge reasonable for attorney's fees to be allowed in said suit or action.

- 13) WAIVER OF RENTAL FEES – The City of McAlester will not waive any rental fees to any organizations. The City will consider partnering with organizations for educational and economic development projects if the project is open to the residents of the City of McAlester and no fee is charged to the residents of the City of McAlester. Any request for partnering must be made to the City of McAlester.

RATES

Room	Size	Rate
Entire Building	200' x 400'	\$1125.00/ \$875.00 2 nd & subsequent days
Expo Hall	200' x 250'	\$875.00/ \$625.00 2 nd & subsequent days
101	50' x 75'	\$125.00
103	145' x 75'	\$315.00
101/103	195' x 75'	\$375.00
205	Conference Room	\$65.00
207	Approx. 28' x 28'	\$65.00
209	Approx. 28' x 28'	\$65.00
Mezzanine	135' x 25'	\$125.00

USE OF FACILITY FOR BASKETBALL RELATED EVENTS HAS BEEN GIVEN AT NO CHARGE TO LESSEE AND LESSEE IS RESPONSIBLE TO PROVIDE ALL STAFF FOR BASKETBALL RELATED OPERATIONS (ticket sellers, takers, announcers, clocker operators, officials, hospitality items, etc).

LESSEE RETAINS 100% OF PROCEEDS FROM TICKET SALES.

EXPO CENTER RETAINS 100% OF PROCEEDS FROM FOOD & BEVERAGE CONCESSION.



McAlester City Council

AGENDA REPORT

Meeting Date: 08/25/09 Item Number: 17
Department: Fire Department
Prepared By: Harold Stewart Account Code: _____
Date Prepared: 08/19/2009 Budgeted Amount: _____
Exhibits: 3

Subject

Consider, and act upon, "Discussion, and possible action, on supporting certain costs related to the new fire station from the City's portion of the quarter cent excise tax for fire services."

(1.)

Recommendation

(1.) Motion to approve, the Council's support of such expenditures.

Discussion

In the bid proposal the successful contractor would be able to obtain, at no cost, select fill material from a borrow site located in close proximity to the Project Site. Unfortunately once the contractor began preparing the site, it was determined that there were too many rocks and not enough material to justify using. As the project was bid and awarded based on there being no cost for all of the select fill material, additional costs will now be incurred to obtain this select fill material from two other sources. Total overrun costs for select fill is \$76,773.00. The Choctaw Nation is willing to contribute half of this additional cost if the City of McAlester is willing to contribute the other half. If we are not able to contribute to this overrun we would have to look at possibly cutting an alternate that was bid on the building, which is the safe room. The only revenue source available to the City at this time to fund this request is the County Fire Tax revenue. We currently have \$35,859.69 in this fund. I have contacted the Project Manager for this project and this amount would suffice as half of the money requested.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u>HRS</u>	<u>08/20/2009</u>
City Manager	<u>MBR</u>	<u>08/20/2009</u>

August 19, 2009

Chief Harold Stewart
City of McAlester Fire Department
28 E. Washington
McAlester, OK 74501

Re: Select Fill Material Acquisition
McAlester Emergency Response Complex
BWA Project Number T08053
Choctaw Nation Project Number 27019

Chief Stewart:

During the design phase of the above-mentioned project, the City of McAlester advised both the Choctaw Nation Construction Administration (CNCA) and Boynton Williams & Associates (BWA) that arrangements had been made so that the successful contractor would be able to obtain, at no cost, select fill material from a borrow site located in close proximity to the Project Site. Proctor tests were performed on this borrow site to confirm soil suitability and the Project scope / design / budget were all prepared based on the successful contractor being able to obtain the select fill material from this site at no cost.

After award of the contract and once excavation activities could actually commence at the borrow site, this site was found to contain too much solid rock material, and was found to not be able to provide all of the select fill material needed for this project. As the existing conditions at this borrow site not only make it too difficult to utilize, but also don't provide the adequate quantity of fill material needed, the select fill material must now be acquired from other borrow areas.

The General Contractor has diligently pursued this matter, and has found that select fill material can be most economically obtained from two (2) other borrow areas. The first borrow area is immediately across the street from the Project Site. While this area cannot meet all of the select fill needs for this project, it can provide enough select fill material for the building pad area (approx. 6,000 cubic yards). The other borrow site is located in Alderson, and has the capacity to provide the remaining select fill material at the site areas (approximately 22,000 cubic yards).

As the project was bid and awarded based on there being no cost for all of the select fill material, additional costs will now be incurred to obtain this select fill material from these two other sources. The Contractor has submitted a very competitive price to obtain this select fill material from these two other sources. The pricing submitted is as follows:

Select Fill Material Acquisition
McAlester Emergency Response Complex
BWA Project Number T08053
Choctaw Nation Project Number 27019

- Credit for equipment to excavate and haul from the original "no cost" borrow pit area	(\$64,000.00)
- Purchase 6,000 c.y. select material only (from the borrow site adjacent to the Project Site) @ \$2.00 c.y.:	\$12,000.00
- Price to excavate & haul 6,000 c.y. material, 600 loads @ \$15.00 / load:	\$9,000.00
- Purchase 22,000 c.y. select material only (from the Alderson borrow site) @ \$1.00 / c.y.:	\$22,000.00
- Price to excavate & haul 22,000 c.y. material, 1,466 loads @ \$15.00 / load:	\$89,426.00
- Contractors Overhead & Profit:	\$6,842.00
- Contractors Bonds & Insurance:	\$1,505.00
 Total Cost	 \$76,773.00

As this cost was not anticipated, and as the project scope, design, and budget were all based on the select fill material being available at no cost, the Choctaw Nation Construction Administration respectfully request that both the City of McAlester and the Choctaw Nation equally participate in securing payment for these additional cost. That said, the Choctaw Nation is willing to contribute \$38,386.50 of these additional costs if the City of McAlester is willing to contribute the other \$38,386.50.

At your earliest convenience, please advise how you would like to proceed regarding this matter. If you have any questions, or wish to discuss, please do not hesitate to call. Thank you.

Sincerely,

Jeff Ball – AIA
Associate Architect

cc: James Hicks – Choctaw Nation Construction Administration



District Attorney
J.B. Miller

Assistant District Attorneys

Richard L. Hull
J. Michael Miller
Wade Dodson
Russell Tacheira
Lisa Birdwell

OFFICE OF DISTRICT ATTORNEY
District 18
State of Oklahoma

Pittsburg County Courthouse
122 East Carl Albert Parkway
McAlester, OK 74501
PHONE (918) 423-1324
FAX (918) 423-8575

Haskell County Courthouse
202 East Main
Stigler, OK 74462
PHONE (918) 967-4648
FAX (918) 967-2443

August 19, 2009

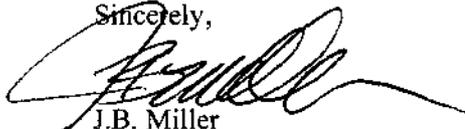
Harold Stewart
Fire Chief City of McAlester

Dear Chief Stewart,

I have received your request for an opinion regarding the sales tax resolution to support fire departments and whether those funds can be used to pay costs in the new construction project for a fire station on the south side of McAlester.

The resolution provides in Section 5 (A) (1) that the funds may be used to construct new fire stations or improve existing fire stations. Since the resolution directly states that the funds are to be used for this purpose, use of the funds for even unforeseen cost overruns to the building site would squarely fit within the intent and purpose of the resolution.

It is the opinion of the District Attorneys Office that your requested use of funds is appropriate for the needed expenditure. If you have any other questions please do not hesitate to contact me.

Sincerely,

J.B. Miller
District Attorney

Jul-09

PITTSBURG CUNTY FIRE DISTRICT BALANCES

FIRE DIST	BEG BAL	REGISTERED	COLLECTIONS	INTEREST	SUB-TOTAL	END BAL
					collections	
ALDERSON	\$30,464.08		\$5,328.16	\$67.45	\$5,395.61	\$35,859.69
ARROWHEAD	\$30,464.08		\$5,328.16	\$67.45	\$5,395.61	\$35,859.69
ASHLAND	\$26,753.59		\$5,328.16	\$57.02	\$5,385.18	\$32,138.77
BLANCO	\$30,379.08	\$594.00	\$5,328.16	\$67.21	\$5,395.37	\$35,180.45
BLUE	\$27,558.86	\$298.91	\$5,328.16	\$59.30	\$5,387.46	\$32,647.41
BUGTUSSLE	\$30,121.69	\$166.79	\$5,328.16	\$66.49	\$5,394.65	\$35,349.55
CANADIAN	\$30,464.08		\$5,328.16	\$67.45	\$5,395.61	\$35,859.69
CAN SHORES	\$25,310.51	\$936.54	\$5,328.16	\$53.00	\$5,381.16	\$29,755.13
CROWDER	\$30,464.09	\$17,210.13	\$5,328.16	\$67.45	\$5,395.61	\$18,649.67
ELM PT	\$30,464.09		\$5,328.16	\$67.45	\$5,395.61	\$35,859.70
GAINES CK	\$26,230.77	\$1,881.83	\$5,328.16	\$55.58	\$5,383.74	\$29,732.68
HAILEYVILLE	\$30,464.09		\$5,328.16	\$67.45	\$5,395.61	\$35,859.70
HARTSHORNE	\$30,464.08	\$4,495.00	\$5,328.16	\$67.45	\$5,395.61	\$31,364.69
HAY-ARP	\$27,836.47	\$3,483.00	\$5,328.16	\$60.07	\$5,388.23	\$29,741.70
HIGH HILL	\$30,073.02	\$54.08	\$5,328.16	\$66.35	\$5,394.51	\$35,413.45
HWY 9	\$23,856.19	\$4,112.69	\$5,328.16	\$48.93	\$5,377.09	\$25,120.59
INDIANOLA	\$30,439.08		\$5,328.16	\$67.38	\$5,395.54	\$35,834.62
KIOWA	\$30,464.08		\$5,328.16	\$67.45	\$5,395.61	\$35,859.69
KREBS	\$30,428.31		\$5,328.16	\$67.35	\$5,395.51	\$35,823.82
MCALESTER	\$30,464.08		\$5,328.16	\$67.45	\$5,395.61	\$35,859.69
PITTSBURG	\$29,115.03	\$3,380.36	\$5,328.16	\$63.66	\$5,391.82	\$31,126.49
QUINTON	\$26,509.35	\$7,227.00	\$5,328.16	\$56.36	\$5,384.52	\$24,666.87
RUSSELLVILLE	\$16,836.66		\$5,328.16	\$29.23	\$5,357.39	\$22,194.05
SAM'S PT	\$29,488.68	\$1,252.11	\$5,328.16	\$64.71	\$5,392.87	\$33,629.44
SAVANNA	\$28,703.82	\$429.60	\$5,328.16	\$62.52	\$5,390.68	\$33,664.90
SHADY GROVE	\$25,197.07	\$1,622.41	\$5,328.16	\$52.66	\$5,380.82	\$28,955.48
TANNEHILL	\$27,085.32	\$2,028.00	\$5,328.16	\$57.96	\$5,386.12	\$30,443.44
UNION CHAPPELL	\$14,157.91	\$2,752.77	\$5,328.16	\$21.70	\$5,349.86	\$16,755.00
FFA	\$8,383.93	\$179.84	\$1,506.93	\$18.45	\$1,525.38	\$9,729.47
TOTAL	\$788,642.09	\$52,105.06	\$150,695.41	\$1,702.98	\$152,398.39	\$888,935.42

Council Chambers
Municipal Building
August 11, 2009

The McAlester Airport Authority met in a Regular session on Tuesday, August 11, 2009, at 6:00 P.M. after proper notice and agenda was posted August 4, 2009.

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

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

- **Approval of the Minutes from the July 28, 2009, Regular Meeting of the McAlester Airport Authority.** *(Cora Middleton, City Clerk)*
- **Confirm action taken on City Council Agenda Item B regarding the Claims ending June 30, 2009.** *(Sherry Alessi, Assistant Chief Financial Officer)* No claims for this period.
- **Confirm action taken on City Council Agenda Item C regarding the Claims for the period of July 29, 2009 through August 11, 2009.** *(Sherry Alessi, Assistant Chief Financial Officer)* In the amount of \$4,239.66.

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

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

Chairman Priddle declared the motion carried.

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

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

Chairman Priddle declared the motion carried.

Kevin Priddle, Chairman

ATTEST:

Cora Middleton, Secretary

Council Chambers
Municipal Building
August 11, 2009

The McAlester Public Works Authority met in a Regular session on Tuesday, August 11, 2009, at 6:00 P.M. after proper notice and agenda was posted August 4, 2009.

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

Absent: Donnie Condit

Presiding: Kevin E. Priddle, Chairman

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

- **Approval of the Minutes from the July 28, 2009, Regular Meeting of the McAlester Public Works Authority.** *(Cora Middleton, City Clerk)*
- **Confirm action taken on City Council Agenda Item B regarding the Claims ending June 30, 2009.** *(Sherry Alessi, Assistant Chief Financial Officer)* In the amount of \$33,109.83.
- **Confirm action taken on City Council Agenda Item C regarding the Claims for the period of July 29, 2009 through August 11, 2009.** *(Sherry Alessi, Assistant Chief Financial Officer)* In the amount of \$96,538.74.
- **Confirm action taken on City Council Agenda Item 5 regarding an Ordinance amending Ordinance No. 2337 which established the budget for fiscal year 2009-2010; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency.** *(Mark B. Roath, City Manager)*
- **Confirm action taken on City Council Agenda Item 6 regarding a Change Order No. 2, for the 2008 Water Treatment Plant Modifications Enhanced Coagulation Project with Northern Equipment Co., Inc. of Grove, Oklahoma.** *(David Medley, Utilities Director)*
- **Confirm action taken on City Council Agenda Item 7 regarding the final Contractor's Pay Estimate No. 9 for the 2008 Water Treatment Plant Modifications Enhanced Coagulation Project.** *(David Medley, Utilities Director)*
- **Confirm action taken on City Council Agenda Item 8 regarding a Change Order No. 1 for the 14th St. & Village Blvd. Utility Extensions Project with Bravo Construction Inc. of Wilburton, Oklahoma.** *(David Medley, Utilities Director)*

- **Confirm action taken on City Council Agenda Item 9 regarding a renewal of the Business Customer Service Agreement for one year with United States Cellular Corporation related to wireless communication service. (Mark B. Roath, City Manager)**
- **Confirm action taken on City Council Agenda Item 10 regarding an Agreement for Engineering Services with Meshek & Associates, Inc., for Phase II Stormwater Management Program, Years 4 and 5, for the City of McAlester to meet DEQ requirements. (John Modzelewski, Public Works Director/City Engineer)**

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

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

NAY: None

Chairman Priddle declared the motion carried.

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

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

NAY: None

Chairman Priddle declared the motion carried.

ATTEST:

Kevin Priddle, Chairman

Cora Middleton, Secretary

Council Chambers
Municipal Building
July 28, 2009

The McAlester Retirement Trust Authority met in Regular session on Tuesday, July 28, 2009, at 6:00 P.M. after proper notice and agenda was posted July 23, 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 seconded by Mr. Browne to approve the following:

- **Approval of the Minutes from the June 23, 2009, Regular Meeting of the McAlester Retirement Trust.** *(Cora Middleton, City Clerk)*
- **Approval of Retirement Benefit Payments for the period of August, 2009.** *(Sherri Alessi, Assistant Chief Financial Officer)* In the amount of \$44,465.79.

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. Browne. The vote was taken as follows:

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

Chairman Priddle declared the motion carried.

Kevin E. Priddle, Chairman

ATTEST:

Cora Middleton, Secretary