



McAlester City Council

NOTICE OF MEETING

Regular Meeting Agenda

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

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

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

- Brandon Parker, New Life 4 Today Ministries

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.

- Approval of the Minutes from the November 3, 2009, Special Meeting of the McAlester City Council. (Cora Middleton, City Clerk)

- B. Approval of the Minutes from the November 10, 2009, Regular Meeting of the McAlester City Council.** *(Cora Middleton, City Clerk)*
- C. Approval of Claims for November 11, 2009 through November 24, 2009.** *(Gayla Duke, Chief 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.

- 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.
- An Ordinance amending Ordinance No. 2331 which established an Ordinance for the City of McAlester which will **EITHER** repeal or amend Ordinance 2331 which amended the Code of Ordinances, Chapter 2, Article VII, Section 2-259 related to establishing the McAlester City Emergency Ambulance Fund, providing for a severability clause; and declaring an **emergency**.

SCHEDULED BUSINESS

- 1. City of McAlester's Financial Report and Presentation.** *(Gayla Duke, Chief Financial Officer)*

Executive Summary

This item involves a financial report and presentation from Gayla Duke, CFO.

- 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.** *(Gayla Duke, Chief Financial Officer)*

Exhibit A-1: General Fund:

- a) Need to include transfer to Gifts and Contributions Fund for ADA Compliance dedicated funds of \$32,957 and prior year donation for repairs at park of \$5,000.
- b) Need to record and appropriate transfer from Economic Development Fund to cover expenses paid in General Fund for Steven Taylor Industrial Park cleanup.

Exhibit A-2: Economic Development Fund: Need to transfer and include in the budget funds that were previously expensed in General Fund for Steven Taylor Industrial Park cleanup.

Exhibit A-3: Airport Authority Fund: Need to appropriate emergency expense for costs to remove concrete, replace fuel lines to fuel tank and obtain re-inspection on system.

Executive Summary

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

3. **Consider, and act upon, an Ordinance for the City of McAlester which will EITHER repeal or amend Ordinance 2331 which amended the Code of Ordinances, Chapter 2, Article VII, Section 2-259 related to establishing the McAlester City Emergency Ambulance Fund, providing for a severability clause; and declaring an emergency. (Gayla Duke, Chief Financial Officer)**

Executive Summary

This item involves either repealing or amending Ordinance 2331 establishing the McAlester City Emergency Ambulance Fund.

4. **Consider and act upon issuing a thirty (30) day notice to McAlester Economic Development Services (MEDS), Oklahomans for Independent Living (OIL) and Pride in McAlester (PIM) to decrease the funding allotted to these organizations for fiscal year 2009-2010. (Peter J. Stasiak, Acting City Manager)**

Executive Summary

This item involves a motion to approve sending a thirty (30) day notice decreasing fund for MEDS, OIL and PIM.

5. **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 for the City of McAlester)**

Executive Summary

This item involves declaring certain buildings as dangerous to the welfare of the public and community.

6. **Consider, and act upon, authorizing the Mayor to sign a Lease Purchase Agreement with Landfill Equipment for the lease of one refurbished 2006 D7 Dozer and one refurbished 2000 Al-Jon 81K Trash Compactor. (John C. Modzelewski, P.E., Engineering and Public Works Director)**

Executive Summary

This item involves authorizing the Mayor to sign a Lease Purchase Agreement with Landfill Equipment.

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

- **Confirm action taken on City Council Agenda Item 2 amending Ordinance No. 2327 which established the budget for fiscal year 2009-2010; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. (Gayla Duke, Chief Financial Officer)**

ADJOURN MAU.

CONVENE AS MCALESTER PUBLIC WORKS AUTHORITY

Majority of a Quorum required for approval

- **Approval of the Minutes from the November 10, 2009, Regular Meeting of the McAlester Airport Authority. (Cora Middleton, City Clerk)**
- **Confirm action taken on City Council Agenda Item C regarding claims ending November 10, 2009. (Gayla Duke, Chief Financial Officer)**
- **Confirm possible action taken on City Council Agenda Item 6 regarding authorizing the Mayor to sign a Lease Purchase Agreement with Landfill Equipment for the lease of one refurbished 2006 D7 Dozer and one refurbished 2000 Al-Jon 81K Trash Compactor. (John C. Modzelewski, P.E., Engineering and Public Works Director)**

ADJOURN MPWA.

CONVENE AS MCALESTER RETIREMENT TRUST AUTHORITY

Majority of a Quorum required for approval

- **Approval of the Minutes from the October 27, 2009, Regular Meeting of the McAlester Retirement Trust Authority. (Cora Middleton, City Clerk)**
- **Approval of Retirement Benefit Payments for the Period of November 2009. (Gayla Duke, Chief Financial Officer)**

ADJOURN MRTA

RECONVENE COUNCIL MEETING.

EXECUTIVE SESSION

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

- **Section 307 (B) (1) – Discuss the employment, hiring, appointment, promotion, demotion, disciplining, or resignation of any individual salaried public officer or employee: City Manager.**

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

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 Conference Room
Municipal Building
November 3, 2009

The McAlester City Council met in Special session on Tuesday, November 3, 2009, at 5:30 P.M. after proper notice and agenda was posted, October 30, 2009, at 3:30 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, Buddy Garvin, Sam Mason & Mayor Priddle

Absent: Donnie Condit & Haven Wilkinson

Presiding: Kevin E. Priddle, Mayor

Staff Present: Pete Stasiak, Acting City Manager; Gayla Duke, Chief Financial Officer; John Modzelewski, Public Works Director/City Engineer and Cora Middleton, City Clerk

SCHEDULED BUSINESS

1. Consider, and act upon, the creation of a Request for Proposal for the purpose of engaging an Executive search firm to aid in the hiring and employment of an individual salaried public officer or employee: City Manager. *(Kevin E. Priddle, Mayor)*

Vice-Mayor Garvin moved to approve the creation of a Request for Proposal for the purpose of engaging an Executive search firm to aid in the hiring and employment of an individual salaried public officer or employee: City Manager. The motion was seconded by Councilman Mason.

Before the vote, Councilman Brown stated that he felt the \$25,000.00 could be spent better elsewhere and the City had a gentleman that was doing the job to everyone's satisfaction. He commented that he had originally been put in for sixty (60) days and he would like to have that extended another thirty (30) days before the Council began looking anywhere else. He added that he believed in the bird in the hand theory.

Mayor Priddle commented that tonight was just for sending out an RFP and not for hiring one of the firms. He stated that he thought that Mr. Stasiak was doing a great job but he felt it was important for the Council to proceed with the correct steps and it needed to be an arm's length transaction. There was no other discussion and the vote was taken as follows:

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

NAY: None

Mayor Priddle declared the motion carried.

ADJOURNMENT

There being no further discussion among the Council, Councilman Browne moved for adjournment. The motion was seconded by Councilman Fiedler.

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

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

NAY: None

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

Kevin E. Priddle, Mayor

ATTEST:

Cora Middleton, City Clerk

The McAlester City Council met in regular session on Tuesday, November 10, 2009, at 6:00 P.M. after proper notice and agenda was posted, November 5, 2009, at 11:21 A.M.

CALL TO ORDER

Mayor Priddle called the meeting to order.

INVOCATION & PLEDGE OF ALLEGIANCE

- Ruth Atterbury gave the invocation and lead the Pledge of Allegiance

ROLL CALL

Council Roll Call was as follows:

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

Absent: Haven Wilkinson

Presiding: Kevin E. Priddle, Mayor

Staff Present: Peter J. Stasiak, Acting City Manager/Planning and Community Development Director; David Medley, Utilities Director; Gayla Duke, Chief Financial Officer; William J. Ervin, City Attorney and Cora Middleton, City Clerk

CITIZENS' COMMENTS ON NON-AGENDA ITEMS

Steve Harrison addressed the Council to express his concerns about the City's sales tax revenue and possible budget shortfalls. He suggested various steps that he felt the City should follow in addressing this matter.

Joyce Ramsey addressed the Council regarding the denial of a remodel permit she had requested. Mayor Priddle stated that it was not the Council's habit to respond during this section of the meeting but he commented that the structure was non-conforming and that was why the permit had been denied.

CONSENT AGENDA

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

- A. **Approval of the Minutes from the October 27, 2009, Regular Meeting of the McAlester City Council. (Cora Middleton, City Clerk)**

B. Approval of Claims for October 28, 2009 through November 10, 2009. (*Gayla Duke, Chief Financial Officer*) In the following amounts: General Fund - \$60,074.39; Nutrition - \$589.25; Employee Retirement - \$12,706.25; State Forfeiture Fund - \$607.68; SE Expo Ctr/Tourism Fund - \$583.63; E-911 - \$707.23 and Economic Development - \$282.50.

Vice-Mayor Garvin moved for approval of 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, Garvin, Mason & Mayor Priddle
NAY: None

Mayor Priddle declared the motion carried.

ITEMS REMOVED FROM CONSENT AGENDA

None

Councilman Condit moved to open a Public Hearing to obtain comments concerning an Ordinance amending the budget for fiscal year 2009-2010. The motion was seconded by Councilman Browne.

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

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

Mayor Priddle declared the motion carried and the Public Hearing was opened at 6:10 P.M.

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.

- **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 public or the Council, and Vice-Mayor Garvin moved to close the Public Hearing. The motion was seconded by Councilman Condit. The vote was taken as follows:

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

Mayor Priddle declared the motion carried and the Public Hearing was closed at 6:11 P.M.

SCHEDULED BUSINESS

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

Executive Summary

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

Councilman Browne moved to approve an annual service agreement with Simplex Grinnell (State contract SW 403) for testing and maintenance of Fire Alarm System in City Hall. The motion was seconded by Councilman Condit.

Before the vote, Acting Manager Stasiak explained that this was a one (1) year agreement for the fire alarm system for the period of April 2009 through April 2010. He added that the City did not have the expertise to perform the maintenance and this was the company that the City had used in the past.

There was a brief discussion among the Council and Mr. Stasiak concerning why this had been brought before the Council so late, if this was a one time inspection, the number of inspections performed each year, what buildings this agreement covered and if there was a local company that could perform this service.

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

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

NAY: None

Mayor Priddle declared the motion carried.

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

Executive Summary

This item involves the disposal of obsolete vehicles.

Councilman Browne moved to accept the list of obsolete vehicles for disposal as outlined in the attached vehicle report. The motion was seconded by Councilman Condit.

Before the vote, Mr. Stasiak explained that he had received a list of one hundred and fifteen (115) surplus vehicles of which eight (8) were considered obsolete. He stated that there were seven (7) vehicles that were either non-operational or were in very poor condition. He reviewed the list of vehicles explaining that the City would like to take the four (4) non-operational vehicles to Scrap Corp and the other three (3) vehicles taken to the local auto auction. He added that at this time there were not enough items to conduct an auction. He continued that some of the surplus vehicles would be transferred to various departments until at a later date they could be replaced with more adequate equipment.

There was a brief discussion among the Council and Mr. Stasiak regarding the surplus vehicles, what departments might use the vehicles and if there was a fee for Scrap Corp to pickup the vehicles.

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

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

NAY: None

Mayor Priddle declared the motion carried.

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

Executive Summary

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

Councilman Browne moved to approve a contract with the Oklahoma Department of Commerce (ODOC) for water and sewer line replacement through the Community Development Block Grant (CDBG) program for year 2009-2010 and authorizing the Mayor to sign the appropriate documents. The motion was seconded by Vice-Mayor Garvin.

Before the vote, Acting Manager Stasiak explained that the City had applied for and received a CDBG grant from the Oklahoma Department of Commerce (ODOC) for water and sewer line replacement. He continued that the award was for \$90,630.00 and would be matched with City funds of \$90,630.00 for a total amount of \$181,260.00. He then reviewed the list of utility lines that would be replaced.

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

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

NAY: None

Mayor Priddle declared the motion carried.

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

Executive Summary

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

Vice-Mayor Garvin moved to approve the Oklahoma Department of Environmental Quality (ODEQ) Consent Order, Case No. 09-241 for permit violations at the McAlester Water Treatment Plant lagoons. The motion was seconded by Councilman Condit.

Before the vote, David Medley explained that ODEQ had issued the consent order for discharges that exceeded permit limits for Manganese, Aluminum, and Total Suspended Solids during 2008 and 2009. He added that Consent Order required an Engineering Report by March 1, 2010 outlining corrective actions to eliminate the permit exceedences. He stated that once the Engineering Report determined the corrective actions and was approved by ODEQ, the City would be required to implement the improvements on an agreed upon schedule.

There was discussion among the Council and Mr. Medley regarding what the cost of the improvements would be, and what caused the manganese problem.

David Medley stated the system was not staying up with the permit.

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

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

NAY: None

Mayor Priddle declared the motion carried.

5. **Consider, and act upon, an Ordinance amending Ordinance No. 2327 which established the budget for fiscal year 2009-2010; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. (Gayla Duke, Chief Financial Officer)**

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

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

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

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

Executive Summary

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

ORDINANCE NO. 2337

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.

Vice-Mayor Garvin moved for approval of **ORDINANCE NO. 2337**, seconded by Councilman Browne.

Before the vote, Gayla Duke explained that this amendment was necessary to cover proposed revenue and expenditures not included in the budget for this fiscal year. She reviewed the exhibits to the amendment with the Council stating that funds needed to be transferred from the CIP Fund to the CDBG Fund, a new fund had been established to monitor and track various items donated or granted to the City for specific expenditures and the final exhibit was to adjust the budget and transfer tracked items to the Gifts and Contributions Fund.

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

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

NAY: None

Mayor Priddle declared the motion carried.

Councilman Condit moved to approve the EMERGENCY CLAUSE, seconded by Councilman Browne. There was no discussion, and the vote was taken as follows:

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

NAY: None

Mayor Priddle declared the motion carried.

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

Executive Summary

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

Councilman Browne moved to open the discussion of **ORDINANCE NO. 2331**, which established the McAlester City Emergency Ambulance Fund. The motion was seconded by Councilman Condit.

Before the vote, Gayla Duke explained that this ordinance was approved on September 8, 2009 shortly after she started at the City. She stated that since then she had been reviewing the budget and finances and she needed some clarification. She explained that during the Audit & Finance Advisory Committee meeting this topic had been discussed and they had agreed that the creation of a department instead of an enterprise fund. She further explained that she would like to treat all revenue on a cash basis.

Councilman Mason stated that the Ordinance had been put together by the former City Manager, the City Attorney and himself. He commented that he would like to refer this back to the City Attorney for an extensive review. He recommended that this be tabled until the next meeting. He added that he did not want to accept anything short of what the City Attorney recommended. He then moved that this be tabled until the next meeting for the City Attorney to review and make recommendations.

Mayor Priddle commented that he would second that motion.

There was a brief discussion among the Council and Ms. Duke concerning this item being discussed with the City Attorney and the Audit and Finance Advisory Committee, segregating the revenue without creating a trust and not having a written recommendation from the Audit and Finance Advisory Commendation.

Mayor Priddle commented that the Audit and Finance Advisory Committee had decided that a written recommendation was not needed but he would like the City Attorney to give the Council the correct procedure.

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

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

Mayor Priddle declared the motion carried.

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

Executive Summary

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

Councilman Condit moved to accept the Actuarial Report as of July 1, 2009 for the City of McAlester Defined Benefit Retirement Plan and Trust. The motion was seconded by Councilman Browne.

Before the vote, Ms. Duke remarked that she was very impressed with Mr. Nordstrom's knowledge based on the discussion at the Audit and Finance Advisory Committee meeting. She then introduced Bruce Nordstrom.

Mr. Nordstrom explained that he had spoken to the Council in March of this year and it was recommended at that time that new assumptions be prepared. He then reviewed the report with the Council that had been distributed before the meeting.

There was discussion among the Council and Mr. Nordstrom regarding concerns that the assumptions and the percent return were correct, that the plan was adequately covered at this time for retiring employees and if Global Partners could review the plan and see if any changes needed to be made to the plan.

Mr. Nordstrom commented that there was no chance that payments would not be funded. He further stated that the plan needed to have generational equity and that the plan was in good shape. Mr. Nordstrom stated that the plan was very generous and they would entertain discussion about any changes.

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

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

NAY: None

Mayor Priddle declared the motion carried.

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

Executive Summary

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

Councilman Browne requested this item withdrawn.

NEW BUSINESS

None

CITY MANAGER'S REPORT

Acting City Manager Pete Stasiak reported that a couple of weeks ago the Council had given the City Manager authority to waive permits and he wanted to inform the Council that for the month of October there were no waivers. He informed the Council that thirty-two (32) individuals had attended a training session through Strategic Government Resources (SGR) and OML offered at Kiamichi Vo-Tech. He explained the session was regarding employee classification and was offered at an inexpensive price.

REMARKS AND INQUIRIES BY CITY COUNCIL

Councilman Fiedler had no comments at this time.

Councilman Condit stated that by the next meeting he would like a plan presented to the Council addressing the budget problems.

Mr. Stasiak commented that there would be something to discuss.

Councilman Browne informed the Council of the Ward Three meeting on November 17th at 6:00 P.M. at the Girl Scout building. He stated that there were a lot of good things happening in the City. He mentioned that Arvest Bank conducted a coat drive, Child Support Services is starting one as well and the Dollar General Store was having a toy drive. He added that he would like to start in the future awarding these people or groups with some sort of Community Service Award.

Vice-Mayor Garvin stated that Fifth Ward was doing fine.

Councilman Mason commented that his concerns were in line with Mr. Harrison's remarks. He also noted that the newspaper had not been reporting on the decline in the sales tax receipts and he agreed with Councilman Condit regarding having something on paper addressing the Budget issues.

Mayor Priddle commented that staff had been working diligently on items that could be reduced and in a couple of weeks this information would be presented to Council. He stated that the revenue was down but expenses were also down. He added that there would be budget adjustments presented to the Council dealing with the City's partners and staffing was down eight (8) people and the City was not hiring anyone that was not necessary. Mayor Priddle stated that he wanted any decisions made to be based on facts and not emotions. As a closing thought Mayor Priddle commented that there were a lot of great things happening and people just needed to get involved.

RECESS COUNCIL MEETING

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

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

NAY: None

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

RECONVENE COUNCIL MEETING

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

Vice-Mayor Garvin moved to recess the Regular Meeting for an Executive Session to discuss the employment, hiring, appointment, promotion, demotion, disciplining, or resignation of any individual salaried public officer or employee: Acting City Manager, in accordance with Title 25, Section 307.B.1. The motion was seconded by Councilman Browne. There was no discussion, and the vote was taken as follows:

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

NAY: None

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

EXECUTIVE SESSION

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

- **Section 307 (B) (1) – Discuss the employment, hiring, appointment, promotion, demotion, disciplining, or resignation of any individual salaried public officer or employee: Acting City Manager.**

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

The Regular Meeting was reconvened at 7:30 P.M. Mayor Priddle reported that the Council had recessed the Regular Meeting for an Executive Session to discuss the employment, hiring, appointment, promotion, demotion, disciplining, or resignation of any individual salaried public

officer or employee: Acting City Manager, in accordance with Title 25, Section 307.B.1. Only that matter had been discussed, no action was taken and the Council had returned to open session at 7:30 P.M., and this constituted the minutes of the Executive Session.

Councilman Mason moved to increase Mr. Stasiak's salary from the present level to \$90,000.00 per year effective November 26, 2009. The motion was seconded by Vice-Mayor Garvin. There was no discussion, and the vote was taken as follows:

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

Mayor Priddle declared the motion carried.

ADJOURNMENT

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

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

Mayor Priddle declared the motion carried, and the meeting was adjourned at 7:31 P.M.

Kevin E. Priddle, Mayor

ATTEST:

Cora Middleton, City Clerk

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

PACKET: 04718 CLAIMS FOR 11-24-09

VENDOR SET: 01

FUND : 01 GENERAL FUND

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-----------|----------------------|--------------|------------------|---|--------|----------|
| ----- | | | | | | |
| 11-A00026 | AT & T LONG DISTANCE | | | | | |
| | | I-OCT 09 | 01 -5215315 | TELEPHONE UTI LONG DISTANCE BILL | 048474 | 159.61 |
| 11-A00170 | ADA PAPER CO. | | | | | |
| | | I-239904 | 01 -5548316 | REPAIRS & MAI CLEANING & PAPER PRO | 048482 | 56.64 |
| | | I-239905 | 01 -5548316 | REPAIRS & MAI CLEANING & PAPER PRO | 048482 | 82.11 |
| 11-A00200 | ADAMS TRUE VALUE | | | | | |
| | | I-153457 | 01 -5542203 | REPAIRS & MAI MISC REPAIR & MAINT | 048483 | 5.25 |
| 11-A00267 | AIRGAS | | | | | |
| | | I-106016277 | 01 -5431202 | OPERATING SUP OXYGEN | 048484 | 77.46 |
| | | I-106591092 | 01 -5431202 | OPERATING SUP OXYGEN | 048484 | 84.66 |
| | | I-106953964 | 01 -5431202 | OPERATING SUP OXYGEN | 048484 | 105.03 |
| | | I-106953966 | 01 -5542203 | REPAIRS & MAI MONTHLY RENTAL ON BO | 048484 | 43.20 |
| | | I-106953966A | 01 -5543203 | REPAIRS & MAI MONTHLY RENTAL ON BO | 048484 | 19.99 |
| 11-A00450 | AM LEONARD INC. | | | | | |
| | | I-C109129255 | 01 -5542202 | OPERATING SUP BACK PACK SPRAYER | 048485 | 218.90 |
| | | I-C109129603 | 01 -5542204 | SMALL TOOLS SAW NEEDED FOR PARKS CREW | 048485 | 51.49 |
| 11-AC0747 | AT&T | | | | | |
| | | I-09-26820 | 01 -5215315 | TELEPHONE UTI TRUNK CALLS | 048475 | 1,031.03 |
| 11-A00751 | ATWOODS | | | | | |
| | | I-3371439 | 01 -5548203 | REPAIRS & MAI FLOOR MATERIALS & FLANGES | 048489 | 131.36 |
| | | I-3382379 | 01 -5542203 | REPAIRS & MAI MISC REPAIR & MAINT | 048489 | 22.95 |
| | | I-3383740 | 01 -5542203 | REPAIRS & MAI MISC REPAIR & MAINT | 048489 | 35.97 |
| | | I-3383743 | 01 -5548316 | REPAIRS & MAI ANTI-FREEZE & MISC I | 048489 | 25.97 |
| | | I-3385592 | 01 -5542203 | REPAIRS & MAI MISC REPAIR & MAINT | 048489 | 84.95 |
| 11-A00770 | AUTO PARTS CO | | | | | |
| | | I-850667 | 01 -5862203 | REPAIRS & MAI AUTO PARTS | 048490 | 53.32 |
| | | I-850724 | 01 -5862203 | REPAIRS & MAI AUTO PARTS | 048490 | 15.30 |
| | | I-850825 | 01 -5862203 | REPAIRS & MAI AUTO PARTS | 048490 | 40.19 |
| | | I-850837 | 01 -5862203 | REPAIRS & MAI AUTO PARTS | 048490 | 11.24 |
| | | I-850905 | 01 -5862203 | REPAIRS & MAI AUTO PARTS | 048490 | 58.94 |
| | | I-850981 | 01 -5862203 | REPAIRS & MAI AUTO PARTS | 048490 | 56.83 |
| | | I-851051 | 01 -5862203 | REPAIRS & MAI AUTO PARTS | 048490 | 122.18 |
| | | I-851089 | 01 -5862203 | REPAIRS & MAI AUTO PARTS | 048490 | 62.46 |
| | | I-851114 | 01 -5862203 | REPAIRS & MAI AUTO PARTS | 048490 | 37.12 |
| | | I-851147 | 01 -5862203 | REPAIRS & MAI AUTO PARTS | 048490 | 153.37 |
| | | I-851257 | 01 -5862203 | REPAIRS & MAI AUTO PARTS | 048490 | 39.14 |
| | | I-851260 | 01 -5862203 | REPAIRS & MAI AUTO PARTS | 048490 | 36.80 |
| | | I-851262 | 01 -5862203 | REPAIRS & MAI AUTO PARTS | 048490 | 132.48 |
| | | I-851263 | 01 -5862203 | REPAIRS & MAI AUTO PARTS | 048490 | 164.86 |
| | | I-851273 | 01 -5862203 | REPAIRS & MAI AUTO PARTS | 048491 | 20.76 |
| | | I-851314 | 01 -5862203 | REPAIRS & MAI AUTO PARTS | 048491 | 122.95 |
| | | I-851361 | 01 -5862203 | REPAIRS & MAI AUTO PARTS | 048491 | 33.92 |

PACKET: 04718 CLAIMS FOR 11-24-09

VENDOR SET: 01

FUND : 01 GENERAL FUND

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-----------|-------------------------|----------------|------------------|---|--------|----------|
| 01-A00770 | AUTO PARTS CO | | continued | | | |
| | | I-851383 | 01 -5862203 | REPAIRS & MAJ AUTO PARTS | 048491 | 119.85 |
| | | I-851399 | 01 -5862203 | REPAIRS & MAJ AUTO PARTS | 048491 | 120.31 |
| | | I-851426 | 01 -5862203 | REPAIRS & MAJ AUTO PARTS | 048491 | 40.70 |
| | | I-851456 | 01 -5862203 | REPAIRS & MAJ AUTO PARTS | 048491 | 30.74 |
| | | I-851459 | 01 -5862203 | REPAIRS & MAJ AUTO PARTS | 048491 | 42.64 |
| | | I-851497 | 01 -5862203 | REPAIRS & MAJ AUTO PARTS | 048491 | 28.15 |
| | | I-851627 | 01 -5862203 | REPAIRS & MAJ AUTO PARTS | 048491 | 99.97 |
| | | I-851643 | 01 -5862203 | REPAIRS & MAJ AUTO PARTS | 048491 | 14.99 |
| 01-B00180 | BEMAC SUPPLY | | | | | |
| | | I-S1482897.001 | 01 -5548203 | REPAIRS & MAJ FAN MOTOR FOR CITY HALL | 048492 | 254.12 |
| | | I-S1489935.001 | 01 -5542203 | REPAIRS & MAJ MISC REPAIR & MAINT ITEMS | 048492 | 305.48 |
| 01-B00380 | BOARD OF TEST FOR ALCOH | | | | | |
| | | I-364 | 01 -5521331 | EMPLOYEE TRAV INTOXILYZER OPERATOR | 048493 | 45.00 |
| 01-B00490 | BRIGGS PRINTING | | | | | |
| | | I-55431 | 01 -5101356 | EXPENSE FOR D BROCHURES - TULSA FAIR | 048494 | 2,104.00 |
| | | I-55531 | 01 -5101356 | EXPENSE FOR D BANNER - TULSA FAIR | 048494 | 159.50 |
| | | I-55724 | 01 -5542202 | OPERATING SUP BUSINESS CARDS | 048494 | 88.50 |
| 01-B00570 | BUCK WILSON BODY SHOP I | | | | | |
| | | I-3992 | 01 -5215323 | DAMAGES REPAIR- '99 CHEV TAH | 048495 | 1,560.90 |
| 01-C00100 | CLEET | | | | | |
| | | I-09-26801 | 01 -1700 | CLEET - POLIC LAW ENFORCEMENT (OCT | 048496 | 4,397.98 |
| 01-C00320 | CENTERPOINT ENERGY ARKL | | | | | |
| | | I-09-26803 | 01 -5215314 | GAS UTILITY 303 W SPRINGER | 048476 | 20.30 |
| 01-D00330 | DEPT. OF PUBLIC SAFETY | | | | | |
| | | I-04-1003418 | 01 -5321308 | CONTRACTED SE TELETYPE RENTALS | 048502 | 350.00 |
| 01-F00141 | FIRE STORE | | | | | |
| | | I-E632899 | 01 -5431207 | CLOTHING ALLO GILES - UNIFORM ORDER | 048506 | 54.98 |
| 01-F00201 | FLAMECO FIRE & SAFETY, | | | | | |
| | | I-15148 | 01 -5431203 | REPAIRS & MAJ SERVICE FIRE EXT | 048507 | 20.00 |
| 01-F00310 | FRONTIER INTNL. TRUCKS, | | | | | |
| | | C-771324 | 01 -5862203 | REPAIRS & MAJ PUMP, PULLEY, CYLINDER, | 048508 | 360.00- |
| | | I-774575 | 01 -5862203 | REPAIRS & MAJ PUMP, PULLEY, CYLINDER, | 048508 | 930.92 |
| | | I-776026 | 01 -5862203 | REPAIRS & MAJ PUMP, PULLEY, CYLINDER, | 048508 | 7.68 |
| | | I-778651 | 01 -5862203 | REPAIRS & MAJ SEAL, PUMP ELEMENT G | 048508 | 1,651.48 |
| 01-G00010 | G & C RENTAL CENTER, IN | | | | | |
| | | I-1909 | 01 -5542319 | MISCELLANEOUS BOBCAT RENTAL | 048509 | 227.00 |

PACKET: 04718 CLAIMS FOR 11-24-09

VENDOR SET: 01

FUND : 01 GENERAL FUND

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-----------|-------------------------|---------------|------------------|---|--------|----------|
| ===== | | | | | | |
| 01-100110 | IMPRESS OFFICE SUPPLY | | | | | |
| | | I-029204 | 01 -5321202 | OPERATING SUP MISC SUPPLIES | 048512 | 4.34 |
| | | I-029255 | 01 -5431202 | OPERATING SUP OFFICE SUPPLIES | 048512 | 144.00 |
| | | I-029455 | 01 -5321202 | OPERATING SUP MISC SUPPLIES | 048512 | 77.71 |
| | | I-029468 | 01 -5321202 | OPERATING SUP MISC SUPPLIES | 048512 | 18.53 |
| | | I-029486 | 01 -5431202 | OPERATING SUP OFFICE SUPPLIES | 048512 | 37.99 |
| | | I-029489 | 01 -5431202 | OPERATING SUP OFFICE SUPPLIES | 048512 | 39.99 |
| | | I-029497 | 01 -5210202 | OPERATING SUP OFFICE SUPPLIES | 048512 | 6.29 |
| 01-100110 | JACKIE BRANNON CORR. CT | | | | | |
| | | I-P166 | 01 -5542308 | CONTRACTED SE INMATE FEE CHARGES | 048513 | 77.18 |
| 01-100159 | KESSLERS TEAM SPORTS | | | | | |
| | | I-U61557-00 | 01 -5542202 | OPERATING SUP ADD CHGS NEW SCOREBO | 048514 | 102.25 |
| 01-100205 | KIAMICHI AUTOMOTIVE | | | | | |
| | | I-79350 | 01 -5431316 | REPAIRS & MAI VEHICLE MAINT | 048515 | 70.56 |
| 01-100367 | LABCRATORY CONSULTANT S | | | | | |
| | | I-025121 | 01 -5653348 | DRUG TESTING DRUG TESTING | 048520 | 238.80 |
| | | I-025493 | 01 -5653348 | DRUG TESTING MONTHLY/RANDOM DRUG TESTI | 048520 | 50.00 |
| | | I-025494 | 01 -5653348 | DRUG TESTING MONTHLY/RANDOM DRUG TESTI | 048520 | 50.00 |
| | | I-025561 | 01 -5653348 | DRUG TESTING MONTHLY/RANDOM DRUG TESTI | 048520 | 50.00 |
| 01-100380 | LOCKE SUPPLY CO. | | | | | |
| | | I-11499930-00 | 01 -5548203 | REPAIRS & MAI MATERIALS - BUILDING MAIN | 048521 | 39.24 |
| | | I-11542178-00 | 01 -5542203 | REPAIRS & MAI MISC REPAIR & MAINT ITEMS | 048521 | 82.29 |
| | | I-11595568-00 | 01 -5548203 | REPAIRS & MAI MATERIALS - BUILDING MAIN | 048521 | 15.06 |
| | | I-11600061-00 | 01 -5548203 | REPAIRS & MAI MATERIALS - BUILDING MAIN | 048521 | 104.59 |
| 01-100428 | LOWE'S CREDIT SERVICES | | | | | |
| | | I-01079 | 01 -5542203 | REPAIRS & MAI MISC REPAIR & MAINT | 048522 | 148.24 |
| | | I-01083 | 01 -5548203 | REPAIRS & MAI BUILDING & MAINT SUPPLIES | 048522 | 142.14 |
| | | I-01277 | 01 -5548203 | REPAIRS & MAI BUILDING & MAINT SUPPLIES | 048522 | 35.79 |
| | | I-01308 | 01 -5542203 | REPAIRS & MAI MISC REPAIR & MAINT | 048522 | 214.40 |
| | | I-01424 | 01 -5322319 | MISCELLANEOUS REPAIRS ON LAKE HOUS | 048522 | 332.16 |
| | | I-01479 | 01 -5542203 | REPAIRS & MAI MISC REPAIR & MAINT | 048522 | 23.10 |
| | | I-07802 | 01 -5542203 | REPAIRS & MAI MISC REPAIR & MAINT | 048522 | 101.94 |
| | | I-09999 | 01 -5542203 | REPAIRS & MAI REPLACE CHRISTMAS LI | 048522 | 594.00 |
| | | I-11263 | 01 -5431203 | REPAIRS & MAI REPAIR & MAINT SUPPLIES | 048522 | 91.51 |
| | | I-46854 | 01 -5542203 | REPAIRS & MAI REPLACE CHRISTMAS LI | 048523 | 399.52 |
| 01-100453 | LYNN ELLIS | | | | | |
| | | I-6615 | 01 -5542316 | REPAIRS & MAI REROOF AMPITHEATER | 048524 | 2,470.43 |
| | | I-6615a | 01 -5542220 | DONATIONS EXP DONATED FUNDS | 048524 | 2,500.00 |
| 01-100083 | MARGARET MCMORROW - IOV | | | | | |
| | | I-09-26859 | 01 -5214302 | CONSULTANTS IAFF | 048525 | 175.00 |
| | | I-09-26859 | 01 -5214302 | CONSULTANTS FOP | 048525 | 407.56 |

PACKET: 04718 CLAIMS FOR 11-24-09

VENDOR SET: 01

FUND : 01 GENERAL FUND

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-----------|-------------------------|-------------------|------------------|--|--------|----------|
| ===== | | | | | | |
| 11-M00340 | MMH RESOURCES INC. | | | | | |
| | | I-125A10122719 | 01 -5653348 | DRUG TESTING FSA & FLEX MONTHLY FEE | 048529 | 143.25 |
| 11-M00570 | MOORE MEDICAL CORP. | | | | | |
| | | I-81136395 | 01 -5431202 | OPERATING SUP MEDICAL SUPPLIES | 048530 | 229.47 |
| | | I-95947908 | 01 -5431202 | OPERATING SUP MEDICAL SUPPLIES | 048530 | 325.90 |
| 11-MC0169 | MCALESTER REG HEALTH | | | | | |
| | | I-CITYLAB 11/2/09 | 01 -5653348 | DRUG TESTING NEW HIRE DRUG TESTIN | 048532 | 90.00 |
| 11-MC0200 | MCALESTER SCOTTISH RITE | | | | | |
| | | I-700426 | 01 -5548203 | REPAIRS & MAI RENTAL-LIBRARY PARKI | 048533 | 375.00 |
| 11-N00250 | MCALESTER NEWS CAPITAL | | | | | |
| | | I-01570409 | 01 -5212317 | ADVERTISING & COUNCIL PUBLICATIONS | 048534 | 13.20 |
| 11-000075 | O'REILLY AUTO PARTS | | | | | |
| | | I-0230-190535 | 01 -5431203 | REPAIRS & MAI AUTO PARTS | 048537 | 60.68 |
| | | I-0230-191910 | 01 -5431203 | REPAIRS & MAI AUTO PARTS | 048537 | 2.99 |
| 11-000122 | OK TIRE | | | | | |
| | | I-17310 | 01 -5431316 | REPAIRS & MAI OIL DRUM/VEHICLE MAI | 048538 | 557.54 |
| 11-000160 | OKLA ASSOC. CHIEF/POLIC | | | | | |
| | | I-2009-0571 | 01 -5321202 | OPERATING SUP 2010 MEMBERSHIP | 048539 | 60.00 |
| 11-000520 | OIL-OK INDEPENDENT LIVI | | | | | |
| | | I-NOV 09 | 01 -5101355 | OIL-OK FOR IN MONTHLY AGREEMENT FEE | 048541 | 2,000.00 |
| 11-000530 | OML-OK MUNICIPAL LEAGUE | | | | | |
| | | I-033011 | 01 -5210330 | DUES & SUBSCR 09 MUNICIPAL CODE UPDATE | 048542 | 29.00 |
| | | I-033011 | 01 -5212202 | OPERATING SUP 09 MUNICIPAL CODE UPDATE | 048542 | 29.00 |
| | | I-033011 | 01 -5212202 | OPERATING SUP 08 MUNICIPAL CODE UPDATE | 048542 | 29.00 |
| | | I-033011 | 01 -5213202 | OPERATING SUP 09 MUNICIPAL CODE UPDATE | 048542 | 29.00 |
| 11-000595 | OSBI | | | | | |
| | | I-09-26802 | 01 -1701 | AFIS - POLICE LAW ENFORCEMENT TRAI | 048543 | 2,366.19 |
| | | I-09-26802 | 01 -1702 | FORENSICS - P LAW ENFORCEMENT TRAI | 048543 | 2,377.67 |
| 11-000610 | OTA PIKEPASS CENTER | | | | | |
| | | I-20091000822 | 01 -5431203 | REPAIRS & MAI PIKEPASS | 048544 | 50.00 |
| 11-P00042 | PACIFIC TELEMAGEMENT | | | | | |
| | | I-154686 | 01 -5215315 | TELEPHONE UTI PAY PHONE @ STIPE CENTER | 048545 | 75.00 |
| 11-P00310 | PITNEY BOWES | | | | | |
| | | I-3727966-JY09 | 01 -5215312 | EQUIPMENT REN EQUIP SCHEDULE 405 | 048546 | 1,440.00 |
| 11-P00329 | PITSTOP | | | | | |

PACKET: 04718 CLAIMS FOR 11-24-09

VENDOR SET: 01

FUND : 01 GENERAL FUND

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-----------|-------------------------|--------------|------------------|--|--------|----------|
| 11-P00329 | PITSTOP | | | continued | | |
| | | I-3680 | 01 -5542316 | REPAIRS & MAI PORTAPOTS RENTED | 048547 | 165.00 |
| 11-P00510 | PRO-KIL PEST CONTROL | | | | | |
| | | I-52789 | 01 -5548316 | REPAIRS & MAI CB80 - AEROSOL EXTRA | 048549 | 20.00 |
| | | I-53803 | 01 -5542203 | REPAIRS & MAI MONTHLY PEST CONTROL | 048549 | 126.00 |
| 11-P00560 | PUBLIC SERVICE/AEP | | | | | |
| | | I-09-26810 | 01 -5215313 | ELECTRIC UTIL 302 E FILLMORE | 048479 | 61.22 |
| | | I-09-26810 | 01 -5215313 | ELECTRIC UTIL ST LIGHTS | 048479 | 9,065.35 |
| | | I-09-26810 | 01 -5215313 | ELECTRIC UTIL 303 W SPRINGER | 048479 | 10.99 |
| | | I-09-26812 | 01 -5215313 | ELECTRIC UTIL LIBRARY | 048479 | 1,318.72 |
| | | I-09-26812 | 01 -5215313 | ELECTRIC UTIL 333 E CARL ALBERT | 048479 | 35.63 |
| | | I-09-26812 | 01 -5215313 | ELECTRIC UTIL KOMAR PARK | 048479 | 35.79 |
| | | I-09-26812 | 01 -5215313 | ELECTRIC UTIL PAVILION | 048479 | 54.65 |
| | | I-09-26812 | 01 -5215313 | ELECTRIC UTIL PD/NARC | 048479 | 65.43 |
| | | I-09-26812 | 01 -5215313 | ELECTRIC UTIL 1699 S CARL ALBERT | 048479 | 21.23 |
| | | I-09-26812 | 01 -5215313 | ELECTRIC UTIL 301 W JEFFERSON | 048479 | 35.63 |
| | | I-09-26812 | 01 -5215313 | ELECTRIC UTIL GENERAL | 048479 | 8,964.71 |
| | | I-09-26865 | 01 -5215313 | ELECTRIC UTIL PAVILION ELECTRIC | 048550 | 47.92 |
| | | I-09-26865 | 01 -5215313 | ELECTRIC UTIL KOMAR PARK ELECTRIC | 048550 | 35.63 |
| 11-R00473 | ROBERTS WINDOW TINTING | | | | | |
| | | I-534095 | 01 -5653213 | SAFETY SUPPLI MIRROR TINT - GLASS | 048553 | 53.00 |
| 11-S00013 | SAF-T-GLOVE INC | | | | | |
| | | I-555794 | 01 -5542203 | REPAIRS & MAI SAFETY GLASSES | 048554 | 66.00 |
| 11-S00250 | SHERATON MIDWEST CITY H | | | | | |
| | | I-12273 | 01 -5213331 | EMPLOYEE TRAV FALL WORKSHOP | 048557 | 84.00 |
| 11-SC0360 | SIMPLEXGRINNELL LP | | | | | |
| | | I-09-26864 | 01 -5215316 | REPAIRS & MAI MAINTENANCE CONTRACT | 048558 | 4,117.41 |
| 11-S00510 | SOUTHERN SUPPLY & EQUIP | | | | | |
| | | I-262972 | 01 -5542203 | REPAIRS & MAI SUPPLIES-LIGHTS & DECORA | 048560 | 455.00 |
| 11-S00726 | STAPLES BUSINESS ADVANT | | | | | |
| | | I-3110364786 | 01 -5321202 | OPERATING SUP OFFICE SUPPLIES | 048561 | 37.70 |
| | | I-3111215083 | 01 -5321202 | OPERATING SUP OFFICE SUPPLIES | 048561 | 39.84 |
| | | I-3114141581 | 01 -5321202 | OPERATING SUP OFFICE SUPPLIES | 048561 | 92.70 |
| | | I-35016 | 01 -5213202 | OPERATING SUP SUPPLIES | 048561 | 439.95 |
| | | I-40424 | 01 -5213202 | OPERATING SUP SUPPLIES | 048561 | 51.97 |
| | | I-41902 | 01 -5210202 | OPERATING SUP PRINTER CARTRIDGE | 048561 | 356.96 |
| 11-S00770 | STATEWIDE COMMUNICATION | | | | | |
| | | I-1690 | 01 -5431316 | REPAIRS & MAI REPAIR RADIO - MEDIC | 048562 | 681.15 |
| 11-T00010 | T. H. ROGERS LUMBER CO. | | | | | |

PACKET: 04718 CLAIMS FOR 11-24-09

VENDOR SET: 01

FUND : 01 GENERAL FUND

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-----------|-------------------------|----------------|------------------|------------------------------------|--------|-----------|
| 01-T00010 | T. H. ROGERS LUMBER CO. | | continued | | | |
| | | I-405438 | 01 -5542203 | REPAIRS & MAI MISC REPAIR & MAINT | 048563 | 143.05 |
| 01-U00020 | US CELLULAR | | | | | |
| | | I-OCT 09 | 01 -5215315 | TELEPHONE UTI CELL PHONE BILLS | 048481 | 3,114.60 |
| 01-U00130 | UNITED SAFETY & CLAIMS | | | | | |
| | | I-09-26860 | 01 -5215106 | WORKMAN'S COM MEDICAL BILLS | 048571 | 15,184.23 |
| 01-W00040 | WALMART COMMUNITY BRC | | | | | |
| | | I-00432 | 01 -5431202 | OPERATING SUP CLEANING SUPPLIES | 048572 | 4.97 |
| | | I-00992. | 01 -5431202 | OPERATING SUP CLEANING SUPPLIES | 048572 | 189.24 |
| | | I-01148 | 01 -5542202 | OPERATING SUP MISC OPERATING SUPPL | 048572 | 2.91 |
| | | I-03563 | 01 -5321202 | OPERATING SUP MISC SUPPLIES | 048572 | 58.05 |
| | | I-03585 | 01 -5542202 | OPERATING SUP MISC OPERATING SUPPL | 048572 | 48.92 |
| | | I-04086 | 01 -5542202 | OPERATING SUP MISC OPERATING SUPPL | 048572 | 24.00 |
| | | I-06296 | 01 -5431202 | OPERATING SUP CLEANING SUPPLIES | 048572 | 7.24 |
| | | I-07280 | 01 -5431202 | OPERATING SUP CLEANING SUPPLIES | 048572 | 99.66 |
| | | I-07987. | 01 -5431202 | OPERATING SUP CLEANING SUPPLIES | 048572 | 258.77 |
| | | I-08769 | 01 -5431202 | OPERATING SUP CLEANING SUPPLIES | 048572 | 10.94 |
| 01-W00073 | WARREN CLINIC | | | | | |
| | | I-131818. | 01 -5431305 | PHYSICALS YEARLY PHYSICALS | 048573 | 506.00 |
| | | I-142568 | 01 -5431305 | PHYSICALS YEARLY PHYSICALS | 048573 | 506.00 |
| | | I-158571. | 01 -5431305 | PHYSICALS YEARLY PHYSICALS | 048573 | 506.00 |
| | | I-198679 | 01 -5431305 | PHYSICALS YEARLY PHYSICALS | 048573 | 506.00 |
| | | I-208404 | 01 -5431305 | PHYSICALS YEARLY PHYSICALS | 048573 | 506.00 |
| | | I-215615 | 01 -5431305 | PHYSICALS YEARLY PHYSICALS | 048573 | 506.00 |
| | | I-217712 | 01 -5431305 | PHYSICALS YFARLY PHYSICALS | 048573 | 506.00 |
| | | I-219669. | 01 -5431305 | PHYSICALS YEARLY PHYSICALS | 048573 | 506.00 |
| | | I-263195. | 01 -5431305 | PHYSICALS YEARLY PHYSICALS | 048573 | 506.00 |
| | | I-A224213 | 01 -5431305 | PHYSICALS YEARLY PHYSICALS | 048573 | 506.00 |
| 01-W00270 | WHITE ELECTRICAL SUPPLY | | | | | |
| | | I-S1141132.001 | 01 -5542203 | REPAIRS & MAI MISC REPAIR & MAINT | 048576 | 100.36 |
| | | I-S1144259.001 | 01 -5542203 | REPAIRS & MAI MISC REPAIR & MAINT | 048576 | 126.06 |
| | | I-S1146275.001 | 01 -5542203 | REPAIRS & MAI MISC REPAIR & MAINT | 048576 | 54.69 |
| | | I-S1147117.001 | 01 -5542203 | REPAIRS & MAI MISC REPAIR & MAINT | 048576 | 54.12 |
| | | | FUND 01 | GENERAL FUND | TOTAL: | 85,924.41 |

PACKET: 04718 CLAIMS FOR 11-24-09

VENDOR SET: 01

FUND : 02 MPWA

| VENDOR | NAME | ITEM # | G/L | ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|------------------------|------|----------------|-----|--------------|--|--------|----------|
| ----- | | | | | | | |
| 01-A00747 AT&T | | | | | | | |
| | | I-09-26820 | 02 | -5267315 | TELEPHONE UTI INTERNET | 048475 | 859.30 |
| | | I-09-26820 | 02 | -5267315 | TELEPHONE UTI MPWA | 048475 | 2,158.03 |
| | | I-09-26820 | 02 | -5267315 | TELEPHONE UTI DATA LINE | 048475 | 53.80 |
| | | I-09-26872 | 02 | -5267315 | TELEPHONE UTI INTERNET | 048486 | 870.19 |
| 01-A00751 ATWOODS | | | | | | | |
| | | I-3358052 | 02 | -5975207 | CLOTHING ALLO CLOTHING ALLOWANCE | 048487 | 147.93 |
| | | I-3358102 | 02 | -5866207 | CLOTHING ALLO CLOTHING ALLOWANCE | 048487 | 64.97 |
| | | I-3359214 | 02 | -5862207 | CLOTHING ALLO CLOTHING ALLOWANCE | 048487 | 95.16 |
| | | I-3359588 | 02 | -5866207 | CLOTHING ALLO CLOTHING ALLOWANCE | 048487 | 79.94 |
| | | I-3359596 | 02 | -5974207 | CLOTHING ALLO CLOTHING ALLOWANCE | 048487 | 150.00 |
| | | I-3359624 | 02 | -5975207 | CLOTHING ALLO CLOTHING ALLOWANCE | 048487 | 75.00 |
| | | I-3360063 | 02 | -5973207 | CLOTHING ALLO CLOTHING ALLOWANCE | 048487 | 118.95 |
| | | I-3360110 | 02 | -5973207 | CLOTHING ALLO CLOTHING ALLOWANCE | 048487 | 60.00 |
| | | I-3360318 | 02 | -5973207 | CLOTHING ALLO CLOTHING ALLOWANCE | 048487 | 91.96 |
| | | I-3360390 | 02 | -5973207 | CLOTHING ALLO CLOTHING ALLOWANCE | 048487 | 142.89 |
| | | I-3360586 | 02 | -5866207 | CLOTHING ALLO CLOTHING ALLOWANCE | 048487 | 39.84 |
| | | I-3360791 | 02 | -5973207 | CLOTHING ALLO CLOTHING ALLOWANCE | 048487 | 12.99 |
| | | I-3360833 | 02 | -5973207 | CLOTHING ALLO CLOTHING ALLOWANCE | 048487 | 94.00 |
| | | I-3360839 | 02 | -5973207 | CLOTHING ALLO CLOTHING ALLOWANCE | 048487 | 122.00 |
| | | I-3360884 | 02 | -5974207 | CLOTHING ALLO CLOTHING ALLOWANCE | 048488 | 74.97 |
| | | I-3360946 | 02 | -5973207 | CLOTHING ALLO CLOTHING ALLOWANCE | 048488 | 89.96 |
| | | I-3361183 | 02 | -5975207 | CLOTHING ALLO CLOTHING ALLOWANCE | 048488 | 148.90 |
| | | I-3361997 | 02 | -5973207 | CLOTHING ALLO CLOTHING ALLOWANCE | 048488 | 60.00 |
| | | I-3362390 | 02 | -5974207 | CLOTHING ALLO CLOTHING ALLOWANCE | 048488 | 150.00 |
| | | I-3363765 | 02 | -5974207 | CLOTHING ALLO CLOTHING ALLOWANCE | 048488 | 143.97 |
| | | I-3363788 | 02 | -5973207 | CLOTHING ALLO CLOTHING ALLOWANCE | 048488 | 99.99 |
| | | I-3364086 | 02 | -5974207 | CLOTHING ALLO CLOTHING ALLOWANCE | 048488 | 150.00 |
| | | I-3364849 | 02 | -5975207 | CLOTHING ALLO CLOTHING ALLOWANCE | 048488 | 72.97 |
| | | I-3364911 | 02 | -5975207 | CLOTHING ALLO CLOTHING ALLOWANCE | 048488 | 68.70 |
| | | I-3365872 | 02 | -5862207 | CLOTHING ALLO CLOTHING ALLOWANCE | 048488 | 67.50 |
| | | I-3366388 | 02 | -5864207 | CLOTHING ALLO CLOTHING ALLOWANCE | 048488 | 76.56 |
| | | I-3366720 | 02 | -5974207 | CLOTHING ALLO CLOTHING ALLOWANCE | 048488 | 89.93 |
| | | I-3367654 | 02 | -5862207 | CLOTHING ALLO CLOTHING ALLOWANCE | 048489 | 59.97 |
| | | I-3368037 | 02 | -5973207 | CLOTHING ALLO CLOTHING ALLOWANCE | 048489 | 53.98 |
| | | I-3369861 | 02 | -5975207 | CLOTHING ALLO CLOTHING ALLOWANCE | 048489 | 33.00 |
| | | I-3370061 | 02 | -5866207 | CLOTHING ALLO CLOTHING ALLOWANCE | 048489 | 140.94 |
| | | I-3376245 | 02 | -5216207 | CLOTHING ALLO CLOTHING ALLOWANCE | 048489 | 69.97 |
| | | I-3376265 | 02 | -5864207 | CLOTHING ALLO CLOTHING ALLOWANCE | 048489 | 75.00 |
| | | I-3376562 | 02 | -5862207 | CLOTHING ALLO CLOTHING ALLOWANCE | 048489 | 80.00 |
| 01-B00180 BEMAC SUPPLY | | | | | | | |
| | | I-S1484520.001 | 02 | -5975316 | REPAIRS & MAI SUPPLIES-WATER/SEWER REP | 048492 | 187.30 |
| | | I-S1485291.001 | 02 | -5975316 | REPAIRS & MAI SUPPLIES-WATER/SEWER REP | 048492 | 36.31 |
| | | I-S1486432.001 | 02 | -5975316 | REPAIRS & MAI SUPPLIES-WATER/SEWER REP | 048492 | 22.47 |
| | | I-S1486504.001 | 02 | -5975316 | REPAIRS & MAI SUPPLIES-WATER/SEWER REP | 048492 | 53.10 |
| | | I-S1486758.001 | 02 | -5975316 | REPAIRS & MAI SUPPLIES-WATER/SEWER REP | 048492 | 255.82 |
| | | I-S1487335.001 | 02 | -5975316 | REPAIRS & MAI SUPPLIES-WATER/SEWER REP | 048492 | 33.61 |

PACKET: 04718 CLAIMS FOR 11-24-09

VENDOR SET: 01

FUND : 02 MPWA

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-----------|-------------------------|----------------|------------------|---|--------|----------|
| ----- | | | | | | |
| 01-B00180 | BEMAC SUPPLY | | | | | |
| | | | continued | | | |
| | | I-S1487361.001 | 02 -5975316 | REPAIRS & MAI SUPPLIES-WATER/SEWER REP | 048492 | 51.63 |
| | | I-S1488204.001 | 02 -5975316 | REPAIRS & MAI SUPPLIES-WATER/SEWER REP | 048492 | 40.46 |
| | | I-S1488305.001 | 02 -5975316 | REPAIRS & MAI SUPPLIES-WATER/SEWER REP | 048492 | 233.39 |
| | | I-S1488888.001 | 02 -5975316 | REPAIRS & MAI SUPPLIES-WATER/SEWER REP | 048492 | 88.35 |
| | | I-S1489098.001 | 02 -5975316 | REPAIRS & MAI SUPPLIES-WATER/SEWER REP | 048492 | 34.50 |
| 01-B00490 | BRIGGS PRINTING | | | | | |
| | | I-55705 | 02 -5871302 | CONSULTANTS;H STORMWATER DOOR HANG | 048494 | 91.50 |
| 01-C00134 | CALIFORNIA CONTRACTORS | | | | | |
| | | I-24445 | 02 -5975202 | OPERATING SUP CAUTION BARRIER TAPE | 048497 | 249.00 |
| | | I-24445 | 02 -5975202 | OPERATING SUP WRAP AROUND SAFETY GLASSE | 048497 | 117.60 |
| 01-D90323 | DEPT. OF ENVIR. QUALITY | | | | | |
| | | I-OE4519232 | 02 -5973330 | DUES & SUBSCR WATER LICENSE | 048501 | 62.00 |
| 01-E00265 | ERMI ENVIRONMENTAL LABS | | | | | |
| | | I-0906105 | 02 -5973304 | LAB TESTING LAB TESTING BOTH PLANTS | 048505 | 189.47 |
| | | I-0906106 | 02 -5973304 | LAB TESTING LAB TESTING BOTH PLANTS | 048505 | 135.00 |
| | | I-0906362 | 02 -5973304 | LAB TESTING LAB TESTING BOTH PLANTS | 048505 | 54.47 |
| | | I-0906421 | 02 -5973304 | LAB TESTING LAB TESTING BOTH PLANTS | 048505 | 135.00 |
| 01-F00251 | FORT COBB FUEL AUTHORIT | | | | | |
| | | I-NOV 09 | 02 -5267314 | GAS UTILITY GAS FOR HEREFORD | 048478 | 102.18 |
| 01-F00310 | FRONTIER INTNL. TRUCKS, | | | | | |
| | | C-775385 | 02 -5862203 | REPAIRS & MAI DISC, HOSE, WASHER, | 048508 | 227.34- |
| | | I-778597 | 02 -5862203 | REPAIRS & MAI DISC, HOSE, WASHER, | 048508 | 957.18 |
| 01-H00100 | HAYNES EQUIPMENT, LLC | | | | | |
| | | I-S5300-IN | 02 -5973203 | REPAIRS & MAI 8" ROTATING ASSEM | 048511 | 4,262.46 |
| 01-I00110 | IMPRESS OFFICE SUPPLY | | | | | |
| | | I-029053 | 02 -5972202 | OPERATING SUP INK PENS, MISC ITEMS | 048512 | 34.87 |
| | | I-029074 | 02 -5972202 | OPERATING SUP INK PENS, MISC ITEMS | 048512 | 25.28 |
| | | I-029381 | 02 -5216202 | OPERATING SUP INK FOR PRINTERS | 048512 | 29.16 |
| | | I-029381 | 02 -5216202 | OPERATING SUP INK FOR PRINTERS | 048512 | 101.97 |
| | | I-029381 | 02 -5216202 | OPERATING SUP INK FOR PRINTERS | 048512 | 119.97 |
| | | I-029411 | 02 -5974308 | CONTRACTED SE COPIES FOR PUBLIC NO | 048512 | 259.70 |
| | | I-029412 | 02 -5975202 | OPERATING SUP COPIES OF SEWER FORM | 048512 | 259.70 |
| | | I-29465 | 02 -5216202 | OPERATING SUP OFFICE SUPPLIES | 048512 | 33.52 |
| 01-K00210 | KIAMICHI ELECTRIC COOP. | | | | | |
| | | I-NOV 09 | 02 -5267313 | ELECTRIC UTIL ELECTRIC FOR HEREFORD | 048517 | 251.93 |
| 01-L00035 | L. MORGAN TRUCKING LLC | | | | | |
| | | I-845716 | 02 -5864202 | OPERATING SUP FREIGHT ON 500 TON G | 048519 | 2,329.60 |

PACKET: 04718 CLAIMS FOR 11-24-09

VENDOR SET: 01

FUND : 02 MPWA

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-----------|-------------------------|-----------------|------------------|---------------------------------------|--------|-----------|
| ===== | | | | | | |
| 11-100428 | LOWE'S CREDIT SERVICES | | | | | |
| | | I-01060 | 02 -5975202 | OPERATING SUP SUPPLIES | 048522 | 92.94 |
| | | I-01912 | 02 -5975202 | OPERATING SUP SUPPLIES | 048522 | 33.00 |
| | | I-07019 | 02 -5975202 | OPERATING SUP SUPPLIES | 048522 | 120.86 |
| | | I-09382 | 02 -5974203 | REPAIRS & MAI INSTALLATION & HEATERS | 048522 | 57.18 |
| | | I-09829 | 02 -5974203 | REPAIRS & MAI INSTALLATION & HEATERS | 048522 | 27.69 |
| 11-M00304 | MESHEK & ASSOC. INC | | | | | |
| | | I-# 3 | 02 -5871302 | CONSULTANTS(H STORMWATER ENG SERVICES | 048527 | 10,333.25 |
| 11-P00560 | PUBLIC SERVICE/AEP | | | | | |
| | | I-09-26812 | 02 -5267313 | ELECTRIC UTIL MPWA | 048479 | 29,481.14 |
| 11-R00090 | RAM INC | | | | | |
| | | I-15449 | 02 -5862205 | PETROLEUM PRO DIESEL | 048551 | 1,491.39 |
| | | I-15450 | 02 -5862205 | PETROLEUM PRO DIESEL | 048551 | 5,329.96 |
| | | I-15466 | 02 -5862205 | PETROLEUM PRO DIESEL FOR LANDFILL | 048551 | 3,900.76 |
| 11-R00217 | R.D. FLANAGAN & ASSOC | | | | | |
| | | I-2009-11-4 | 02 -5871302 | CONSULTANTS(H HAZ MIT PLANNING | 048552 | 1,529.00 |
| 11-R00473 | ROBERTS WINDOW TINTING | | | | | |
| | | I-534095 | 02 -5972202 | OPERATING SUP MIRROR TINT - GLASS | 048553 | 55.00 |
| 11-R00600 | RURAL WATER DISTRICT #1 | | | | | |
| | | I-OCT 09 | 02 -5267316 | WATER UTILITY WATER @ LANDFILL | 048480 | 266.04 |
| 11-S00234 | SHARE CORPORATION | | | | | |
| | | I-722241 | 02 -5973203 | REPAIRS & MAI FOAMING DEGREASER | 048556 | 122.51 |
| 11-T00605 | TULSA CITY-COUNTY | | | | | |
| | | I-11042 | 02 -5974304 | LAB TESTING COLIFORM TESTING (6 MTHS) | 048565 | 440.00 |
| | | I-11287 | 02 -5974304 | LAB TESTING COLIFORM TESTING (6 MTHS) | 048565 | 440.00 |
| 11-T00615 | TUMBLE INN | | | | | |
| | | I-203760 | 02 -5975316 | REPAIRS & MAI GAS STOVE FOR BREAKROOM | 048566 | 319.00 |
| 11-U00020 | US CELLULAR | | | | | |
| | | I-U029-I-155352 | 02 -5975316 | REPAIRS & MAI CELL PHONE FOR T MCR | 048567 | 159.95 |
| 11-U00052 | UTILITY TECHNOLOGY SERV | | | | | |
| | | I-1739841 | 02 -5975211 | WATER METERS 4" SENSUS WATER METE | 048568 | 2,430.00 |
| 11-U00130 | UNITED SAFETY & CLAIMS | | | | | |
| | | I-09-26860 | 02 -5267106 | WORKMAN'S COM MEDICAL BILLS | 048571 | 15,184.23 |
| 11-W00130 | WATER PRODUCTS | | | | | |
| | | I-0105793 | 02 -5216202 | OPERATING SUP 3" X 36" TUBES W/LENSE | 048574 | 190.00 |
| | | | | | | |
| | | | FUND 02 MPWA | TOTAL: | | 89,658.32 |

PACKET: 04718 CLAIMS FOR 11-24-09

VENDOR SET: 01

FUND : 03 AIRPORT AUTHORITY

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-----------|-------------------------|-------------|------------------|------------------------------------|--------|----------|
| 01-DC0323 | DEPT. OF ENVIR. QUALITY | | | | | |
| | | I-55169185 | 03 -5876329 | DEQ FEES YEARLY DEQ FEES | 048501 | 250.00 |
| | | I-55169185A | 03 -5876330 | DUES & SUBSCR DEQ STORM WATER RENE | 048501 | 78.13 |
| 01-000240 | OKLA CORPORATION COMM. | | | | | |
| | | I-09-26806 | 03 -5876330 | DUES & SUBSCR LICENSE RENEWAL FEE | 048540 | 50.00 |
| 01-F00560 | PUBLIC SERVICE/AEP | | | | | |
| | | I-09-26812 | 03 -5876313 | ELECTRIC UTIL AIRPORT | 048479 | 721.84 |
| 01-S00470 | SOUTHCO EQUIPMENT, INC. | | | | | |
| | | I-2202 | 03 -5876401 | CAPITAL OUTLA REPLACE FUEL LINES | 048559 | 3,955.00 |
| 01-W00269 | WHITES TRACTORS | | | | | |
| | | I-449309 | 03 -5876208 | LAND MAINTENA REPAIR & MAINT ITEMS | 048575 | 83.00 |
| | | | | | | |
| | | | FUND | 03 AIRPORT AUTHORITY | TOTAL: | 5,137.97 |

PACKET: 04718 CLAIMS FOR 11-24-09

VENDOR SET: 01

FUND : 05 PARKING AUTHORITY

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-----------|--------------------|------------|------------------|----------------------------|--------|--------|
| 11-P00560 | PUBLIC SERVICE/AEP | | | | | |
| | | 1-09-26812 | 05 -5218313 | ELECTRIC UTIL PARKING AUTH | 048479 | 80.31 |
| | | | FUND | 05 PARKING AUTHORITY | TOTAL: | 80.31 |

PACKET: 04718 CLAIMS FOR 11-24-09

VENDOR SET: 01

FUND : 08 NUTRITION

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-----------|----------------|------------|------------------|------------------------------------|--------|--------|
| ===== | | | | | | |
| 01-A00747 | AT&T | | | | | |
| | | I-09-26820 | 08 -5549315 | TELEPHONE UTI NUTRITION | 048475 | 133.35 |
| 01-D00213 | DEBBIE COMPTON | | | | | |
| | | I-09-26825 | 08 -5549308 | CONTRACT SERV CONTRACT MEAL DELIVE | 048499 | 135.00 |
| | | I-09-26826 | 08 -5549308 | CONTRACT SERV REIMBURSEMENT OF MIL | 048500 | 118.80 |
| 01-F00207 | EMMA E. BELLIS | | | | | |
| | | I-09-26827 | 08 -5549308 | CONTRACT SERV REIMBURSEMENT OF MIL | 048503 | 99.00 |
| | | I-09-26828 | 08 -5549308 | CONTRACT SERV CONTRACT MEAL DELIVE | 048504 | 135.00 |
| 01-M00339 | MIKE CARR | | | | | |
| | | I-09-26824 | 08 -5549308 | CONTRACT SERV REIMBURSEMENT OF MIL | 048528 | 123.75 |
| | | | FUND | 08 NUTRITION | TOTAL: | 744.90 |

PACKET: 04718 CLAIMS FOR 11-24-09

VENDOR SET: 01

FUND : 14 POLICE GRANT FUND

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-----------|----------------------|----------|------------------|---------------------------------|--------|----------|
| ===== | | | | | | |
| 01-K00290 | KUSTOM SIGNALS, INC. | | | | | |
| | | I-403907 | 14 -5321451 | POLICE EQUIPM RADARS PLUS S & H | 040518 | 6,000.00 |
| | | | FUND | 14 POLICE GRANT FUND | TOTAL: | 6,000.00 |

PACKET: 04718 CLAIMS FOR 11-24-09

VENDOR SET: 01

FUND : 16 STATE FORFEITURE FUND

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-----------|-------------------------|--------------|------------------|-----------------------------------|--------|----------|
| 01-U00123 | UNITED STATES MARSHALLS | | | | | |
| | | 1-K8-09-0007 | 16 -5323202 | OPERATING SUP 2003 CHEV TAHOE SUV | 048570 | 2,164.16 |
| | | | FUND | 16 STATE FORFEITURE FUND | TOTAL: | 2,164.16 |

PACKET: 04718 CLAIMS FOR 11-24-09

VENDOR SET: 01

FUND : 19 FIRE IMPROVEMENT GRNT

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-----------|----------|----------|------------------|--------------------------|--------|-----------|
| 01-N00271 | NIX FORD | I-644936 | 19 -5431401 | CAPITAL OUTLA FORD TRUCK | 048535 | 22,172.00 |
| | | | FUND | 19 FIRE IMPROVEMENT GRNT | TOTAL: | 22,172.00 |

PACKET: 04718 CLAIMS FOR 11-24-09

VENDOR SET: 01

FUND : 28 SE EXPO CTR/TOURISM FUND

| VENDOR | NAME | ITEM # | G/I | ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-----------|-------------------------|---------------|------|--------------|-------------------------------------|--------|----------|
| 01-D00006 | D & D ELEVATOR INC | I-11400 | 28 | -5654316 | REPAIRS & MAI MONTHLY MAINTENANCE | 048498 | 200.00 |
| 01-J00110 | JACKIE BRANNON CORR. CT | I-F177 | 28 | -5654308 | CONTRACT SERV INMATE LABOR | 048513 | 150.59 |
| 01-K00208 | KIAMICHI COUNTRY | I-11/16/09 | 28 | -5654317 | ADVERTISING & 1/2 PAGE AD | 048516 | 480.00 |
| 01-O00070 | OGIELA MOWER SHOP | I-00111801 | 28 | -5654203 | REPAIR & MAIN STARTER ASSEMBLY | 048536 | 16.20 |
| 01-P00560 | PUBLIC SERVICE/AEP | I-09-26812 | 28 | -5654313 | ELECTRIC UTIL EXPO | 048479 | 4,390.25 |
| 01-S00190 | SECURITY SYS. & ENG. IN | I-25603 | 28 | -5654316 | REPAIRS & MAI ALARM MONITORING SER | 048555 | 60.00 |
| 01-T00540 | TREATS SOLUTIONS INC | I-016838 | 28 | -5654203 | REPAIR & MAIN JANITORIAL SUPPLIES | 048564 | 1,930.88 |
| 01-U00030 | UNIFIRST HOLDINGS, L.P. | I-824 0615043 | 28 | -5654203 | REPAIR & MAIN SERVICE CHARGE NOV 09 | 048569 | 50.00 |
| 01-W00040 | WALMART COMMUNITY BRC | I-006816 | 28 | -5654210 | CONCESSION SU CONCESSION SUPPLIES | 048572 | 62.88 |
| | | I-010157 | 28 | -5654224 | CATERING CATERING FOR DHS SEMINAR | 048572 | 42.31 |
| | | | FUND | 28 | SE EXPO CTR/TOURISM FUND TOTAL: | | 7,383.11 |

PACKET: 04718 CLAIMS FOR 11-24-09

ENDOR SET: 01

FUND : 29 E-911

| ENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-----------|-------------------------|--------------|------------------|---------------------------------------|--------|-----------|
| ===== | | | | | | |
| 11-A00747 | AT&T | | | | | |
| | | I-09-26820 | 29 -5324315 | TELEPHONE UTI E911 | 048475 | 4,911.05 |
| | | I-09-26853 | 29 -5324401 | CAPITAL OUTLA E911 EQUIPMENT | 048486 | 51,972.22 |
| 11-G00460 | GREEN COUNTRY ELECTRIC | | | | | |
| | | I-768 | 29 -5324316 | REPAIRS-MAINT I.T. RACK REQUIREMENTS | 048510 | 442.11 |
| | | I-768 | 29 -5324316 | REPAIRS-MAINT I.T. RACK REQUIRE LABOR | 048510 | 750.00 |
| 11-S00726 | STAPLES BUSINESS ADVANT | | | | | |
| | | I-3126703585 | 29 -5324202 | OPERATING SUP MISC SUPPLIES: 911 C | 048561 | 95.44 |
| | | | | FUND 29 E-911 | TOTAL: | 58,170.82 |

ACCOUNT: 04718 CLAIMS FOR 11-24-09

ENDOR SET: 01

FUND : 30 ECONOMIC DEVELOPMENT

| ENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-----------|----------------------|----------|------------------|--|---------------------|------------|
| 01-M00270 | MEDS | | | | | |
| | | I-NOV 09 | 30 -5211360 | MC ECONOMIC D MONTHLY EXPENSE | 048526 | 18,320.75 |
| 01-MC0134 | MCLESTER MAIN STREET | | | | | |
| | | I-NOV 09 | 30 -5211353 | MAIN STREET P MONTHLY EXP PER CONTRACT | 048531 | 2,500.00 |
| 01-P00450 | PRIDE IN MCLESTER | | | | | |
| | | I-NOV 09 | 30 -5211352 | MISC PRIDE IN PER CONTRACT | 048548 | 5,000.00 |
| | | | FUND 30 | ECONOMIC DEVELOPMENT | TOTAL: | 25,820.75 |
| | | | | | REPORT GRAND TOTAL: | 303,256.75 |

** 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 | 01 -1700 | CLEET - POLICE | 4,397.98 | | | | |
| | 01 -1701 | AFIS - POLICE TICKETS | 2,366.19 | | | | |
| | 01 -1702 | FORENSICS - POLICE TICKETS | 2,377.67 | | | | |
| | 01 -5101355 | OIL-OK FOR INDEPENDENT LIV | 2,000.00 | 24,000 | 12,000.00 | | |
| | 01 -5101356 | EXPENSE FOR DONATIONS | 2,263.50 | 5,000 | 2,065.25 | | |
| | 01 -5210202 | OPERATING SUPPLIES | 363.25 | 5,000 | 2,786.66 | | |
| | 01 -5210330 | DUES & SUBSCRIPTIONS | 29.00 | 2,200 | 2,082.36 | | |
| | 01 -5212202 | OPERATING SUPPLIES | 58.00 | 3,000 | 1,807.58 | | |
| | 01 -5212317 | ADVERTISING & PRINTING | 13.20 | 5,000 | 4,750.00 | | |
| | 01 -5213202 | OPERATING SUPPLIES | 520.92 | 11,000 | 8,081.36 | | |
| | 01 -5213331 | EMPLOYEE TRAVEL & TRAINING | 84.00 | 1,800 | 1,194.95 | | |
| | 01 -5214302 | CONSULTANTS | 582.56 | 110,000 | 76,833.12 | | |
| | 01 -5215106 | WORKMAN'S COMP | 15,184.23 | 325,000 | 195,609.53 | | |
| | 01 -5215312 | EQUIPMENT RENTALS | 1,440.00 | 40,000 | 16,707.46 | | |
| | 01 -5215313 | ELECTRIC UTILITY | 19,752.90 | 360,000 | 239,684.52 | | |
| | 01 -5215314 | GAS UTILITY | 20.30 | 15,000 | 14,198.87 | | |
| | 01 -5215315 | TELEPHONE UTILITY | 4,380.24 | 72,000 | 45,431.53 | | |
| | 01 -5215316 | REPAIRS & MAINTENANCE | 4,117.41 | 6,000 | 1,797.59 | | |
| | 01 -5215323 | DAMAGES | 1,560.90 | 50,000 | 25,661.51 | | |
| | 01 -5321202 | OPERATING SUPPLIES | 388.87 | 15,500 | 11,397.02 | | |
| | 01 -5321308 | CONTRACTED SERVICES | 350.00 | 22,150 | 19,220.04 | | |
| | 01 -5321331 | EMPLOYEE TRAVEL & TRAININ | 45.00 | 9,500 | 8,813.72 | | |
| | 01 -5322319 | MISCELLANEOUS | 332.16 | 4,000 | 3,610.34 | | |
| | 01 -5431202 | OPERATING SUPPLIES | 1,615.32 | 30,000 | 16,442.33 | | |
| | 01 -5431203 | REPAIRS & MAINT SUPPLIES | 225.18 | 20,000 | 13,510.17 | | |
| | 01 -5431207 | CLOTHING ALLOWANCE | 54.98 | 16,400 | 739.93 | | |
| | 01 -5431305 | PHYSICALS | 5,060.00 | 10,000 | 120.00 | | |
| | 01 -5431316 | REPAIRS & MAINTENANCE | 1,309.25 | 18,000 | 13,567.00 | | |
| | 01 -5542202 | OPERATING SUPPLIES | 485.48 | 48,000 | 37,911.88 | | |
| | 01 -5542203 | REPAIRS & MAINT SUPPLIES | 3,186.57 | 26,000 | 4,502.04 | | |
| | 01 -5542204 | SMALL TOOLS | 51.49 | 2,500 | 1,582.66 | | |
| | 01 -5542220 | DONATIONS EXPENSE | 2,500.00 | 15,000 | 11,197.00 | | |
| | 01 -5542308 | CONTRACTED SERVICES | 77.18 | 15,500 | 8,400.00 | | |
| | 01 -5542316 | REPAIRS & MAINTENANCE | 2,635.43 | 18,000 | 10,938.51 | | |
| | 01 -5542319 | MISCELLANEOUS | 227.00 | 18,000 | 13,897.15 | | |
| | 01 -5543203 | REPAIRS & MAINT SUPPLIES | 19.89 | 5,000 | 4,714.88 | | |
| | 01 -5548203 | REPAIRS & MAINTENANCE SUPP | 1,097.30 | 50,000 | 29,919.01 | | |
| | 01 -5548316 | REPAIRS & MAINTENANCE | 184.72 | 19,300 | 11,503.62 | | |
| | 01 -5653213 | SAFETY SUPPLIES | 55.00 | 8,500 | 5,754.74 | | |
| | 01 -5653348 | DRUG TESTING & MISC. FEES | 622.05 | 8,000 | 4,576.40 | | |
| | 01 -5862203 | REPAIRS & MAINT SUPPLIES | 3,889.29 | 215,000 | 103,285.90 | | |
| | 02 -5216202 | OPERATING SUPPLIES | 474.62 | 20,000 | 11,267.34 | | |
| | 02 -5216207 | CLOTHING ALLOWANCE | 69.97 | 750 | 342.39 | | |
| | 02 -5267106 | WORKMAN'S COMP | 15,184.23 | 225,000 | 148,538.39 | | |
| | 02 -5267313 | ELECTRIC UTILITY | 29,733.07 | 575,000 | 410,380.84 | | |

** G/L ACCOUNT TOTALS **

| YEAR | ACCOUNT | NAME | AMOUNT | =====LINE ITEM===== | | =====GROUP BUDGET===== | |
|------|----------|-----------------------------|-----------|---------------------|----------------------------|------------------------|----------------------------|
| | | | | ANNUAL BUDGET | BUDGET OVER AVAILABLE BUDG | ANNUAL BUDGET | BUDGET OVER AVAILABLE BUDG |
| 02 | -5267314 | GAS UTILITY | 102.18 | 6,500 | 6,167.15 | | |
| 02 | -5267315 | TELEPHONE UTILITY | 3,941.32 | 40,000 | 19,073.68 | | |
| 02 | -5267316 | WATER UTILITY | 266.04 | 2,400 | 100.00 | | |
| 02 | -5862203 | REPAIRS & MAINT SUPPLIES | 729.84 | 215,000 | 97,302.82 | | |
| 02 | -5862205 | PETROLEUM PRODUCTS | 10,722.11 | 272,500 | 190,671.74 | | |
| 02 | -5862207 | CLOTHING ALLOWANCE | 302.63 | 1,000 | 400.03 | | |
| 02 | -5864202 | OPERATING SUPPLIES | 2,329.60 | 8,500 | 3,743.55 | | |
| 02 | -5864207 | CLOTHING ALLOWANCE | 151.56 | 1,000 | 416.00 | | |
| 02 | -5866207 | CLOTHING ALLOWANCE | 325.69 | 4,000 | 1,854.43 | | |
| 02 | -5871302 | CONSULTANTS (HMP & SW PHASE | 11,953.75 | 129,900 | 85,391.25 | | |
| 02 | -5972202 | OPERATING SUPPLIES | 115.15 | 3,500 | 1,892.85 | | |
| 02 | -5973203 | REPAIRS & MAINT SUPPLIES | 4,384.97 | 57,500 | 26,972.38 | | |
| 02 | -5973207 | CLOTHING ALLOWANCE | 946.72 | 3,250 | 1,512.12 | | |
| 02 | -5973304 | LAB TESTING | 513.94 | 27,300 | 16,341.44 | | |
| 02 | -5973330 | DUES & SUBSCRIPTIONS | 62.00 | 800 | 614.55 | | |
| 02 | -5974203 | REPAIRS & MAINT SUPPLIES | 84.87 | 40,000 | 1,460.01 | | |
| 02 | -5974207 | CLOTHING ALLOWANCE | 758.87 | 2,000 | 956.13 | | |
| 02 | -5974304 | LAB TESTING | 880.00 | 35,000 | 17,637.66 | | |
| 02 | -5974308 | CONTRACTED SERVICES | 259.70 | 55,000 | 51,870.30 | | |
| 02 | -5975202 | OPERATING SUPPLIES | 873.10 | 34,000 | 17,794.26 | | |
| 02 | -5975207 | CLOTHING ALLOWANCE | 546.50 | 2,750 | 1,429.82 | | |
| 02 | -5975211 | WATER METERS | 2,430.00 | 25,000 | 22,570.00 | | |
| 02 | -5975316 | REPAIRS & MAINTENANCE | 1,515.89 | 10,000 | 3,873.59 | | |
| 03 | -5876208 | LAND MAINTENANCE SUPP. | 83.00 | 3,000 | 1,630.02 | | |
| 03 | -5876313 | ELECTRIC UTILITY | 721.84 | 12,600 | 8,566.09 | | |
| 03 | -5876329 | DEQ FEES | 250.00 | 250 | 0.00 | | |
| 03 | -5876330 | DUES & SUBSCRIPTIONS | 128.13 | 200 | 71.87 | | |
| 03 | -5876401 | CAPITAL OUTLAY | 3,955.00 | 10,840 | 3,955.00- Y | | |
| 05 | -5218313 | ELECTRIC UTILITY | 80.31 | 3,000 | 2,592.12 | | |
| 08 | -5549308 | CONTRACT SERVICES | 611.55 | 14,800 | 7,955.65 | | |
| 08 | -5549315 | TELEPHONE UTILITY | 133.35 | 1,400 | 768.72 | | |
| 14 | -5321451 | POLICE EQUIPMENT | 6,000.00 | 13,500 | 6,720.00 | | |
| 16 | -5323202 | OPERATING SUPPLIES | 2,164.16 | 50,145 | 47,373.16 | | |
| 19 | -5431401 | CAPITAL OUTLAY/FIRE EQUIP | 22,172.00 | 22,172 | 0.00 | | |
| 28 | -5654203 | REPAIR & MAINT SUPPLIES | 1,997.08 | 15,000 | 5,768.29 | | |
| 28 | -5654210 | CONCESSION SUPPLIES | 62.88 | 25,000 | 16,484.55 | | |
| 28 | -5654224 | CATERING | 42.31 | 4,000 | 3,364.52 | | |
| 28 | -5654308 | CONTRACT SERVICES | 150.59 | 2,000 | 1,307.76 | | |
| 28 | -5654313 | ELECTRIC UTILITY | 4,390.25 | 70,000 | 45,760.38 | | |
| 28 | -5654316 | REPAIRS & MAINTENANCE | 260.00 | 14,400 | 11,813.57 | | |
| 28 | -5654317 | ADVERTISING & PRINTING | 480.00 | 7,500 | 4,001.00 | | |
| 29 | -5324202 | OPERATING SUPPLIES | 95.44 | 18,000 | 15,249.37 | | |
| 29 | -5324315 | TELEPHONE UTILITY | 4,911.05 | 34,000 | 19,071.81 | | |
| 29 | -5324316 | REPAIRS-MAINTENANCE | 1,192.11 | 25,000 | 17,208.51 | | |
| 29 | -5324401 | CAPITAL OUTLAY | 51,972.22 | 330,500 | 158,572.78 | | |

** G/L ACCOUNT TOTALS **

| YEAR | ACCOUNT | NAME | AMOUNT | =====LINE ITEM===== | | | =====GROUP BUDGET===== | | |
|------|-----------------------------|-------------------------|------------|---------------------|----------------------------|------------|------------------------|----------------------------|------|
| | | | | ANNUAL BUDGET | BUDGET OVER AVAILABLE BUDG | OVER | ANNUAL BUDGET | BUDGET OVER AVAILABLE BUDG | OVER |
| | 30 -5211352 | MISC PRIDE IN MCALESTER | 5,000.00 | 30,000 | | 0.00 | | | |
| | 30 -5211353 | MAIN STREET PROGRAM | 2,500.00 | 15,000 | | 0.00 | | | |
| | 30 -5211360 | MC ECONOMIC DEVELOPMENT | 18,320.75 | 219,849 | | 109,924.50 | | | |
| | ** 2009-2010 YEAR TOTALS ** | | 303,256.75 | | | | | | |

NO ERRORS

** END OF REPORT **

PACKET: 04718 CLAIMS FOR 11-24-09

VENDOR SET: 01

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

FUND DISTRIBUTION

| FUND NO# | FUND NAME | AMOUNT |
|--------------|--------------------------|--------------|
| 01 | GENERAL FUND | 85,924.41CR |
| 02 | MPWA | 89,658.32CR |
| 03 | AIRPORT AUTHORITY | 5,137.97CR |
| 05 | PARKING AUTHORITY | 80.31CR |
| 08 | NUTRITION | 744.90CR |
| 14 | POLICE GRANT FUND | 6,000.00CR |
| 16 | STATE FORFEITURE FUND | 2,164.16CR |
| 19 | FIRE IMPROVEMENT GRNT | 22,172.00CR |
| 28 | SE EXPO CTR/TOURISM FUND | 7,383.11CR |
| 29 | E-911 | 58,170.82CR |
| 30 | ECONOMIC DEVELOPMENT | 25,820.75CR |
| ** TOTALS ** | | 303,256.75CR |

---- TYPE OF CHECK TOTALS ----

| | NUMBER | GROSS BALANCE | PAYMENT DISCOUNT | OUTSTANDING |
|-------------|--------|------------------|---------------------|-------------|
| HAND CHECKS | | 0.00 | 0.00 | 0.00 |
| | | 0.00 | 0.00 | |
| DRAFTS | | 0.00 | 0.00 | 0.00 |
| | | 0.00 | 0.00 | |
| REG-CHECKS | 7 | 303,256.75 | 303,256.75CR | 0.00 |
| | | 303,256.75 | 0.00 | |
| EFT | | 0.00 | 0.00 | 0.00 |
| | | 0.00 | 0.00 | |
| NON-CHECKS | | 0.00 | 0.00 | 0.00 |
| | | 0.00 | 0.00 | |
| ALL CHECKS | 7 | 303,256.75 | 303,256.75CR | 0.00 |
| | | 303,256.75 | 0.00 | |

ERRORS: 0 WARNINGS: 0



McAlester City Council

AGENDA REPORT

Meeting Date: November 24, 2009
Department: Finance
Prepared By: Gayla Duke
Date Prepared: November 16, 2009

Item Number: 1
Account Code: _____
Budgeted Amount: _____
Exhibits: 2

Subject

City of McAlester's Financial Report and Presentation by Gayla Duke, Chief Financial Officer.

Recommendation

Discussion

Approved By

| | <i>Initial</i> | <i>Date</i> |
|-----------------|----------------|-------------|
| Department Head | GDD | 11/16/09 |
| City Manager | <i>PJS</i> | 11-17-09 |

FINANCIAL REPORT

FOR

Period ending October 31, 2009,

Additional up-to-date information and reports will be provided at Council meeting.

PRIOR YEAR ENCUMBRANCE FINANCIAL (UNAUDITED)
AS OF: OCTOBER 31ST, 2009

01 -GENERAL FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

| | CURRENT BUDGET | CURRENT PERIOD | PRIOR YEAR PO ADJUST. | Y-T-D ACTUAL | Y-T-D ENCUMBRANCE | BUDGET BALANCE | % OF BUDGET |
|--|----------------------|---------------------|--------------------------|----------------------|----------------------|----------------------|----------------|
| <u>REVENUE SUMMARY</u> | | | | | | | |
| TAXES | 10,455,000.00 | 767,941.97 | 0.00 | 3,060,212.87 | 0.00 | 7,394,787.13 | 29.27 |
| LICENSES AND PERMITS | 112,790.00 | 11,501.00 | 0.00 | 29,444.00 | 0.00 | 83,346.00 | 26.11 |
| GRANTS | 24,000.00 | 1,310.99 | 0.00 | 10,766.44 | 0.00 | 13,233.56 | 44.86 |
| CHARGES FOR SERVICES | 916,332.00 | 38,442.79 | 0.00 | 167,822.55 | 0.00 | 748,509.45 | 18.31 |
| FINES AND FORFEITURES | 856,500.00 | 50,485.14 | 0.00 | 187,360.37 | 0.00 | 669,139.63 | 21.88 |
| MISCELLANEOUS | 247,500.00 | 40,284.15 | 0.00 | 120,308.97 | 0.00 | 127,191.03 | 48.61 |
| TRANSFERS | 1,763,266.00 | 184,980.50 | 0.00 | 615,422.00 | 0.00 | 1,147,844.00 | 34.90 |
| ESTIMATED BEG BALANCE | <u>244,062.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>244,062.00</u> | <u>0.00</u> |
| TOTAL REVENUES | 14,619,450.00 | 1,094,946.54 | 0.00 | 4,191,337.20 | 0.00 | 10,428,112.80 | 28.67 |
| <u>EXPENDITURE SUMMARY</u> | | | | | | | |
| 101-CITY COUNCIL | 150,095.00 | 2,463.04 | 0.00 | 45,414.17 | 6,588.50 | 96,092.33 | 34.65 |
| 210-CITY MANAGER | 231,650.00 | 5,498.69 | 0.00 | 68,760.68 | 343.96 | 162,545.36 | 29.63 |
| 211-FINANCE | 243,473.00 | 22,783.62 | 0.00 | 68,839.27 | 4,997.90 | 169,635.83 | 30.33 |
| 212-CITY CLERK | 75,825.00 | 5,374.05 | 0.00 | 22,593.06 | 1,045.74 | 52,186.20 | 31.18 |
| 213-MUNICIPAL COURT | 190,162.00 | 11,073.04 | 0.00 | 62,825.13 | 862.63 | 126,474.24 | 33.49 |
| 214-CITY ATTORNEY | 145,990.00 | 5,744.95 | 0.00 | 22,625.56 | 3,080.06 | 120,284.38 | 17.61 |
| 225-INFORMATION SERVICES | 148,985.00 | 6,172.91 | 375.00 | 69,443.09 | 1,159.99 | 78,756.92 | 47.14 |
| 320-CIO CRIMINAL INVEST | 865,334.00 | 71,200.98 | 0.00 | 258,141.50 | 755.67 | 606,436.83 | 29.92 |
| 321-PATROL | 2,683,695.00 | 203,891.54 | 0.00 | 860,539.61 | 9,860.87 | 1,813,294.52 | 32.43 |
| 322-ANIMAL CONTROL | 99,904.00 | 7,510.78 | 0.00 | 23,748.82 | 0.00 | 70,155.18 | 29.78 |
| 324-COMMUNICATIONS | 177,993.00 | 12,744.45 | 0.00 | 53,776.93 | 0.00 | 124,216.07 | 30.21 |
| 431-FIRE | 3,334,439.00 | 266,587.80 | 0.00 | 1,026,307.65 | 27,999.03 | 2,280,132.32 | 31.62 |
| 542-PARKS | 927,075.00 | 79,638.17 | 0.00 | 284,320.92 | 13,909.92 | 628,844.16 | 32.17 |
| 543-SWIMMING POOL | 143,811.00 | 578.52 | 0.00 | 57,391.50 | 100.00 | 86,319.50 | 39.98 |
| 544-RECREATION | 235,342.00 | 12,597.44 | 0.00 | 67,853.65 | 3,250.00 | 164,238.35 | 30.21 |
| 547-CEMETERY | 326,633.00 | 23,552.30 | 0.00 | 93,096.89 | 1,481.65 | 232,054.46 | 28.96 |
| 548-FACILITY MAINTENANCE | 294,258.00 | 34,951.13 | 0.00 | 68,056.45 | 12,076.35 | 194,125.20 | 34.03 |
| 652-PLANNING & COMM DEV | 365,121.00 | 25,388.99 | 0.00 | 101,291.48 | 1,423.54 | 262,405.98 | 28.13 |
| 653-HUMAN RESOURCES/RISK | 142,287.00 | 14,947.42 | 0.00 | 44,413.62 | 3,216.56 | 94,656.82 | 33.47 |
| 862-FLEET MAINTENANCE | 692,639.00 | 52,927.42 | 0.00 | 217,256.70 | 53,208.44 | 422,173.86 | 39.05 |
| 863-TRAFFIC CONTROL | 221,128.00 | 13,264.46 | 0.00 | 53,659.68 | 2,628.84 | 164,839.48 | 25.46 |
| 865-STREETS | 910,123.00 | 86,108.22 | 0.00 | 312,550.86 | 79,771.03 | 517,801.11 | 43.11 |
| 215-INTERDEPARTMENTAL | <u>1,935,164.00</u> | <u>151,199.17</u> | <u>0.00</u> | <u>587,106.64</u> | <u>113,186.55</u> | <u>1,234,870.81</u> | <u>36.19</u> |
| TOTAL EXPENDITURES | 14,541,126.00 | 1,115,199.09 | 375.00 | 4,496,013.86 | 340,947.23 | 9,704,539.91 | 33.26 |
| REVENUE OVER/(UNDER) EXPENDITURES | 78,324.00 | (20,252.55) | 375.00 | (304,676.66) | (340,947.23) | 0.00 | 823.82- |

PRIOR YEAR ENCUMBRANCE FINANCIAL (UNAUDITED)

AS OF: OCTOBER 31ST, 2009

02 -MPWA

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

| | CURRENT BUDGET | CURRENT PERIOD | PRIOR YEAR PO ADJUST. | Y-T-D ACTUAL | Y-T-D ENCUMBRANCE | BUDGET BALANCE | % OF BUDGET |
|--|---------------------|-------------------|--------------------------|---------------------|----------------------|---------------------|----------------|
| <u>REVENUE SUMMARY</u> | | | | | | | |
| GRANTS | 25,000.00 | 0.00 | 0.00 | 8,022.75 | 0.00 | 16,977.25 | 32.09 |
| CHARGES FOR SERVICES | 8,025,280.00 | 666,961.64 | 0.00 | 2,885,791.18 | 0.00 | 5,139,488.82 | 35.96 |
| MISCELLANEOUS | 4,125.00 | 12.43 | 0.00 | 12,712.89 | 0.00 | (8,587.89) | 308.19 |
| TRANSFERS | 0.00 | 0.00 | 0.00 | 38,926.34 | 0.00 | (38,926.34) | 0.00 |
| ESTIMATED BEG BALANCE | <u>1,727,805.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>1,727,805.00</u> | <u>0.00</u> |
| TOTAL REVENUES | 9,782,210.00 | 666,974.07 | 0.00 | 2,945,453.16 | 0.00 | 6,836,756.84 | 30.11 |
| <u>EXPENDITURE SUMMARY</u> | | | | | | | |
| 216-UTILITY BILL & COLL. | 373,107.00 | 34,900.81 | 0.00 | 113,557.82 | 1,109.67 | 258,439.51 | 30.73 |
| 862-FLEET MAINTENANCE | 743,498.00 | 54,083.47 | 0.00 | 218,111.64 | 58,091.88 | 467,294.48 | 37.15 |
| 864-LANDFILL | 359,956.00 | 27,948.33 | 0.00 | 114,121.90 | 15,205.34 | 230,628.76 | 35.93 |
| 866-REFUSE COLLECTION | 798,585.00 | 49,343.02 | 0.00 | 186,412.75 | 3,687.72 | 605,484.53 | 23.80 |
| 871-ENGINEERING | 405,370.00 | 28,311.19 | 0.00 | 91,783.71 | 17,718.26 | 295,869.03 | 27.01 |
| 972-UTILITIES ADMIN DEPT | 143,715.00 | 11,254.12 | 0.00 | 46,063.06 | 646.05 | 97,005.89 | 32.50 |
| 973-WASTEWATER TREATMENT | 850,400.00 | 64,056.09 | 0.00 | 207,771.74 | 19,204.51 | 623,423.75 | 26.69 |
| 974-WATER TREATMENT | 1,099,090.00 | 107,659.56 | 10,898.80 | 268,691.29 | 56,926.50 | 784,371.01 | 28.63 |
| 975-UTILITY MAINTENANCE | 654,495.00 | 52,613.00 | 0.00 | 175,210.26 | 10,854.44 | 468,430.30 | 28.43 |
| 267-INTERDEPARTMENTAL | <u>2,785,219.96</u> | <u>225,273.90</u> | <u>0.00</u> | <u>925,502.28</u> | <u>38,750.88</u> | <u>1,820,967.10</u> | <u>34.62</u> |
| TOTAL EXPENDITURES | 8,213,435.96 | 655,443.49 | 10,898.80 | 2,347,226.45 | 222,194.95 | 5,654,913.36 | 31.15 |
| REVENUE OVER/(UNDER) EXPENDITURES | 1,568,774.04 | 11,530.58 | 10,898.80 | 598,226.71 | (222,194.95) | 0.00 | 24.66 |

PRIOR YEAR ENCUMBRANCE FINANCIAL (UNAUDITED)

AS OF: OCTOBER 31ST, 2009

03 -AIRPORT AUTHORITY
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

| | CURRENT BUDGET | CURRENT PERIOD | PRIOR YEAR PC ADJUST. | Y-T-D ACTUAL | Y-T-O ENCUMBRANCE | BUDGET BALANCE | % OF BUDGET |
|------------------------------------|-------------------|-------------------|--------------------------|-------------------|----------------------|-------------------|----------------|
| <u>REVENUE SUMMARY</u> | | | | | | | |
| CHARGES FOR SERVICES | 89,560.00 | 6,957.39 | 0.00 | 35,088.84 | 0.00 | 54,471.16 | 39.18 |
| MISCELLANEOUS | 1,200.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,200.00 | 0.00 |
| TRANSFERS | 125,454.00 | 10,454.50 | 0.00 | 41,818.00 | 0.00 | 83,636.00 | 33.33 |
| ESTIMATED BEG BALANCE | <u>71,242.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>71,242.00</u> | <u>0.00</u> |
| TOTAL REVENUES | 287,456.00 | 17,411.89 | 0.00 | 76,906.84 | 0.00 | 210,549.16 | 26.75 |
| <u>EXPENDITURE SUMMARY</u> | | | | | | | |
| 876-AIRPORT | <u>234,704.00</u> | <u>29,404.61</u> | <u>0.00</u> | <u>110,336.97</u> | <u>10,176.15</u> | <u>114,190.88</u> | <u>51.35</u> |
| TOTAL EXPENDITURES | 234,704.00 | 29,404.61 | 0.00 | 110,336.97 | 10,176.15 | 114,190.88 | 51.35 |
| REVENUE OVER/ (UNDER) EXPENDITURES | 52,752.00 | (11,992.72) | 0.00 | (33,430.13) | (10,176.15) | 0.00 | 82.66- |

PRIOR YEAR ENCUMBRANCE FINANCIAL (UNAUDITED)
AS OF: OCTOBER 31ST, 2009

05 - PARKING AUTHORITY
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

| | CURRENT BUDGET | CURRENT PERIOD | PRIOR YEAR PO ADJUST. | Y-T-D ACTUAL | Y-T-D ENCUMBRANCE | BUDGET BALANCE | % OF BUDGET |
|-----------------------------------|-------------------|-------------------|--------------------------|-----------------|----------------------|-------------------|----------------|
| <u>REVENUE SUMMARY</u> | | | | | | | |
| CHARGES FOR SERVICES | 7,200.00 | 300.00 | 0.00 | 1,920.00 | 0.00 | 5,280.00 | 26.67 |
| ESTIMATED BEG BALANCE | <u>15,190.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>15,190.00</u> | <u>0.00</u> |
| TOTAL REVENUES | 22,390.00 | 300.00 | 0.00 | 1,920.00 | 0.00 | 20,470.00 | 8.58 |
| <u>EXPENDITURE SUMMARY</u> | | | | | | | |
| 218-PARKING LOT OPER. | <u>3,000.00</u> | <u>91.24</u> | <u>0.00</u> | <u>327.57</u> | <u>0.00</u> | <u>2,672.43</u> | <u>10.92</u> |
| TOTAL EXPENDITURES | 3,000.00 | 91.24 | 0.00 | 327.57 | 0.00 | 2,672.43 | 10.92 |
| REVENUE OVER/(UNDER) EXPENDITURES | 19,390.00 | 208.76 | 0.00 | 1,592.43 | 0.00 | 0.00 | 8.21 |

PRIOR YEAR ENCUMBRANCE FINANCIAL (UNAUDITED)
AS OF: OCTOBER 31ST, 2009

08 -NUTRITION
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

| | CURRENT BUDGET | CURRENT PERIOD | PRIOR YEAR PO ADJUST. | Y-T-D ACTUAL | Y-T-D ENCUMBRANCE | BUDGET BALANCE | % OF BUDGET |
|-----------------------------------|-------------------|-------------------|--------------------------|-----------------|----------------------|-------------------|----------------|
| <u>REVENUE SUMMARY</u> | | | | | | | |
| GRANTS | 72,000.00 | 5,962.91 | 0.00 | 24,978.33 | 0.00 | 47,021.67 | 34.69 |
| MISCELLANEOUS | 0.00 | 0.00 | 0.00 | 2.10 | 0.00 | 2.10 | 0.00 |
| TRANSFERS | 215,838.00 | 17,319.84 | 0.00 | 61,279.36 | 0.00 | 154,558.64 | 28.39 |
| TOTAL REVENUES | 287,838.00 | 23,282.75 | 0.00 | 86,259.79 | 0.00 | 201,578.21 | 29.97 |
| <u>EXPENDITURE SUMMARY</u> | | | | | | | |
| 549-NUTRITION | 287,838.00 | 22,120.14 | 0.00 | 85,931.05 | 741.35 | 201,165.60 | 30.11 |
| TOTAL EXPENDITURES | 287,838.00 | 22,120.14 | 0.00 | 85,931.05 | 741.35 | 201,165.60 | 30.11 |
| REVENUE OVER/(UNDER) EXPENDITURES | 0.00 | 1,162.61 | 0.00 | 328.74 | (741.35) | 0.00 | 0.00 |

PRIOR YEAR ENCUMBRANCE FINANCIAL (UNAUDITED)
AS OF: OCTOBER 31ST, 2009

09 -LANDFILL RES./SUB-TITLE D
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

| | CURRENT BUDGET | CURRENT PERIOD | PRIOR YEAR PO ADJUST. | Y-T-D ACTUAL | Y-T-D ENCUMBRANCE | BUDGET BALANCE | % OF BUDGET |
|-----------------------------------|-------------------|-------------------|--------------------------|-----------------|----------------------|-------------------|----------------|
| <u>REVENUE SUMMARY</u> | | | | | | | |
| CHARGES FOR SERVICES | 324,500.00 | 29,205.32 | 0.00 | 115,119.79 | 0.00 | 209,380.21 | 35.48 |
| TOTAL REVENUES | 324,500.00 | 29,205.32 | 0.00 | 115,119.79 | 0.00 | 209,380.21 | 35.48 |
| <u>EXPENDITURE SUMMARY</u> | | | | | | | |
| 864-LANDFILL | 324,500.00 | 5,253.00 | 0.00 | 8,576.00 | 0.00 | 315,924.00 | 2.64 |
| TOTAL EXPENDITURES | 324,500.00 | 5,253.00 | 0.00 | 8,576.00 | 0.00 | 315,924.00 | 2.64 |
| REVENUE OVER/(UNDER) EXPENDITURES | 0.00 | 23,952.32 | 0.00 | 106,543.79 | 0.00 | 0.00 | 0.00 |

PRIOR YEAR ENCUMBRANCE FINANCIAL (UNAUDITED)
AS OF: OCTOBER 31ST, 2009

13 - JUVENILE FINE/RESERVE
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

| | CURRENT BUDGET | CURRENT PERIOD | PRIOR YEAR PO ADJUST. | Y-T-D ACTUAL | Y-T-D ENCUMBRANCE | BUDGET BALANCE | % OF BUDGET |
|-----------------------------------|-------------------|-------------------|--------------------------|-----------------|----------------------|-------------------|----------------|
| <u>REVENUE SUMMARY</u> | | | | | | | |
| FINES AND FORFEITURES | 15,000.00 | 982.00 | 0.00 | 5,278.29 | 0.00 | 9,721.71 | 35.19 |
| ESTIMATED BEG BALANCE | <u>38,444.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>38,444.00</u> | <u>0.00</u> |
| TOTAL REVENUES | 53,444.00 | 982.00 | 0.00 | 5,278.29 | 0.00 | 48,165.71 | 9.88 |
| <u>EXPENDITURE SUMMARY</u> | | | | | | | |
| 323-NARCOTICS | <u>8,626.00</u> | <u>253.63</u> | <u>0.00</u> | <u>1,014.53</u> | <u>0.00</u> | <u>7,611.47</u> | <u>11.76</u> |
| TOTAL EXPENDITURES | 8,626.00 | 253.63 | 0.00 | 1,014.53 | 0.00 | 7,611.47 | 11.76 |
| REVENUE OVER/(UNDER) EXPENDITURES | 44,818.00 | 728.37 | 0.00 | 4,263.76 | 0.00 | 0.00 | 9.51 |

PRIOR YEAR ENCUMBRANCE FINANCIAL (UNAUDITED)
AS OF: OCTOBER 31ST, 2009

14 -POLICE GRANT FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

| | CURRENT BUDGET | CURRENT PERIOD | PRIOR YEAR PO ADJUST. | Y-T-D ACTUAL | Y-T-D ENCUMBRANCE | BUDGET BALANCE | % OF BUDGET |
|-----------------------------------|-------------------|-------------------|--------------------------|-----------------|----------------------|-------------------|----------------|
| <u>REVENUE SUMMARY</u> | | | | | | | |
| GRANTS | 47,345.00 | 0.00 | 0.00 | 0.00 | 0.00 | 47,345.00 | 0.00 |
| TRANSFERS | 6,750.00 | 0.00 | 0.00 | 0.00 | 0.00 | 6,750.00 | 0.00 |
| TOTAL REVENUES | 54,095.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54,095.00 | 0.00 |
| <u>EXPENDITURE SUMMARY</u> | | | | | | | |
| 321-PATROL | 54,095.00 | 0.00 | 0.00 | 0.00 | 6,000.00 | 48,095.00 | 11.09 |
| TOTAL EXPENDITURES | 54,095.00 | 0.00 | 0.00 | 0.00 | 6,000.00 | 48,095.00 | 11.09 |
| REVENUE OVER/(UNDER) EXPENDITURES | 0.00 | 0.00 | 0.00 | 0.00 | (6,000.00) | 0.00 | 0.00 |

PRJOR YEAR ENCUMBRANCE FINANCIAL (UNAUDITED)
AS OF:OCTOBER 31ST, 2009

16 -STATE FORFEITURE FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

| | CURRENT BUDGET | CURRENT PERIOD | PRIOR YEAR PO ADJUST. | Y-T-D ACTUAL | Y-T-D ENCUMBRANCE | BUDGET BALANCE | % OF BUDGET |
|-----------------------------------|-------------------|-------------------|--------------------------|-----------------|----------------------|-------------------|----------------|
| <u>REVENUE SUMMARY</u> | | | | | | | |
| MISCELLANEOUS | 0.00 | 104.48 | 0.00 | 124.06 | 0.00 | 124.06 | 0.00 |
| ESTIMATED BEG BALANCE | <u>145.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>145.00</u> | <u>0.00</u> |
| TOTAL REVENUES | 145.00 | 104.48 | 0.00 | 124.06 | 0.00 | 20.94 | 85.56 |
| <u>EXPENDITURE SUMMARY</u> | | | | | | | |
| 323-NARCOTICS | <u>50,145.00</u> | <u>0.00</u> | <u>0.00</u> | <u>799.00</u> | <u>607.68</u> | <u>48,738.32</u> | <u>2.81</u> |
| TOTAL EXPENDITURES | 50,145.00 | 0.00 | 0.00 | 799.00 | 607.68 | 48,738.32 | 2.81 |
| REVENUE OVER/(UNDER) EXPENDITURES | (50,000.00) | 104.48 | 0.00 | 674.94 | 607.68 | 0.00 | 2.57 |

PRIOR YEAR ENCUMBRANCE FINANCIAL (UNAUDITED)
AS OF: OCTOBER 31ST, 2009

19 -FIRE IMPROVEMENT GRNT
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

| | CURRENT BUDGET | CURRENT PERIOD | PRIOR YEAR PO ADJUST. | Y-T-D ACTUAL | Y-T-D ENCUMBRANCE | BUDGET BALANCE | % OF BUDGET |
|-----------------------------------|-------------------|-------------------|--------------------------|-----------------|----------------------|-------------------|----------------|
| <u>REVENUE SUMMARY</u> | | | | | | | |
| GRANTS | 22,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 22,000.00 | 0.00 |
| TRANSFERS | 172.00 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | 100.00 |
| TOTAL REVENUES | 22,172.00 | 172.00 | 0.00 | 172.00 | 0.00 | 22,000.00 | 0.78 |
| <u>EXPENDITURE SUMMARY</u> | | | | | | | |
| 431-FIRE | 22,172.00 | 0.00 | 0.00 | 0.00 | 0.00 | 22,172.00 | 0.00 |
| TOTAL EXPENDITURES | 22,172.00 | 0.00 | 0.00 | 0.00 | 0.00 | 22,172.00 | 0.00 |
| REVENUE OVER/(UNDER) EXPENDITURES | 0.00 | 172.00 | 0.00 | 172.00 | 0.00 | 0.00 | 0.00 |

PRIOR YEAR ENCUMBRANCE FINANCIAL (UNAUDITED)
AS OF: OCTOBER 31ST, 2009

28 -SE EXPO CTR/TOURISM FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

| | CURRENT BUDGET | CURRENT PERIOD | PRIOR YEAR PO ADJUST. | Y-T-D ACTUAL | Y-T-D ENCUMBRANCE | BUDGET BALANCE | % OF BUDGET |
|-----------------------------------|-------------------|-------------------|--------------------------|-----------------|----------------------|-------------------|----------------|
| <u>REVENUE SUMMARY</u> | | | | | | | |
| TAXES | 480,000.00 | 31,995.75 | 0.00 | 142,603.08 | 0.00 | 337,396.92 | 29.71 |
| CHARGES FOR SERVICES | 149,130.00 | 13,646.45 | 0.00 | 42,075.12 | 0.00 | 107,054.88 | 28.21 |
| ESTIMATED BEG BALANCE | 464,513.00 | 0.00 | 0.00 | 0.00 | 0.00 | 464,513.00 | 0.00 |
| TOTAL REVENUES | 1,093,643.00 | 45,642.20 | 0.00 | 184,678.20 | 0.00 | 908,964.80 | 16.89 |
| <u>EXPENDITURE SUMMARY</u> | | | | | | | |
| 654-TOURISM | 717,612.00 | 36,357.21 | 0.00 | 232,269.62 | 10,469.49 | 474,872.89 | 33.83 |
| TOTAL EXPENDITURES | 717,612.00 | 36,357.21 | 0.00 | 232,269.62 | 10,469.49 | 474,872.89 | 33.83 |
| REVENUE OVER/(UNDER) EXPENDITURES | 376,031.00 | 9,284.99 | 0.00 | (47,591.42) | (10,469.49) | 0.00 | 15.44- |

PRIOR YEAR ENCUMBRANCE FINANCIAL (UNAUDITED)
AS OF: OCTOBER 31ST, 2009

29 -E-911

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

| | CURRENT BUDGET | CURRENT PERIOD | PRIOR YEAR PO ADJUST. | Y-T-D ACTUAL | Y-T-D ENCUMBRANCE | BUDGET BALANCE | % OF BUDGET |
|-----------------------------------|-------------------|-------------------|--------------------------|-----------------|----------------------|-------------------|----------------|
| <u>REVENUE SUMMARY</u> | | | | | | | |
| TAXES | 692,000.00 | 57,844.88 | 0.00 | 235,153.30 | 0.00 | 456,846.70 | 33.98 |
| MISCELLANEOUS | 0.00 | 1.65 | 0.00 | 224.98 | 0.00 | 224.98 | 0.00 |
| ESTIMATED BEG BALANCE | 500,786.00 | 0.00 | 0.00 | 0.00 | 0.00 | 500,786.00 | 0.00 |
| TOTAL REVENUES | 1,192,786.00 | 57,846.53 | 0.00 | 235,378.28 | 0.00 | 957,407.72 | 19.73 |
| <u>EXPENDITURE SUMMARY</u> | | | | | | | |
| 324-COMMUNICATIONS | 960,410.00 | 24,757.14 | 0.00 | 150,185.71 | 90,677.29 | 719,547.00 | 25.08 |
| TOTAL EXPENDITURES | 960,410.00 | 24,757.14 | 0.00 | 150,185.71 | 90,677.29 | 719,547.00 | 25.08 |
| REVENUE OVER/(UNDER) EXPENDITURES | 232,376.00 | 33,089.39 | 0.00 | 85,192.57 | (90,677.29) | 0.00 | 2.36- |

PRIOR YEAR ENCUMBRANCE FINANCIAL (UNAUDITED)
AS OF: OCTOBER 31ST, 2009

30 - ECONOMIC DEVELOPMENT
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

| | CURRENT BUDGET | CURRENT PERIOD | PRIOR YEAR FO ADJUST. | Y-T-D ACTUAL | Y-T-D ENCUMBRANCE | BUDGET BALANCE | % OF BUDGET |
|-----------------------------------|---------------------|-------------------|--------------------------|------------------|----------------------|---------------------|----------------|
| <u>REVENUE SUMMARY</u> | | | | | | | |
| TAXES | 1,096,625.00 | 73,336.16 | 0.00 | 306,202.73 | 0.00 | 790,422.27 | 27.92 |
| MISCELLANEOUS | 203,630.00 | 1,287.85 | 0.00 | 62,021.83 | 0.00 | 141,608.17 | 30.46 |
| TRANSFERS | 251,377.00 | 0.00 | 0.00 | 23,800.00 | 0.00 | 227,577.00 | 9.47 |
| ESTIMATED BEG BALANCE | <u>1,441,712.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>1,441,712.00</u> | <u>0.00</u> |
| TOTAL REVENUES | 2,993,344.00 | 74,624.01 | 0.00 | 392,024.56 | 0.00 | 2,601,319.44 | 13.10 |
| <u>EXPENDITURE SUMMARY</u> | | | | | | | |
| 211-FINANCE | 1,702,250.00 | 101,959.85 | 0.00 | 406,336.46 | 318,098.16 | 977,015.38 | 42.56 |
| 652-PLANNING & COMM DEV | <u>216,705.00</u> | <u>5,596.24</u> | <u>0.00</u> | <u>21,365.47</u> | <u>0.00</u> | <u>195,339.53</u> | <u>9.86</u> |
| TOTAL EXPENDITURES | 1,918,955.00 | 107,556.09 | 0.00 | 427,701.93 | 318,098.16 | 1,173,154.91 | 38.66 |
| REVENUE OVER/(UNDER) EXPENDITURES | 1,074,389.00 | (32,932.08) | 0.00 | (35,677.37) | (318,098.16) | 0.00 | 32.93- |

PRIOR YEAR ENCUMBRANCE FINANCIAL (UNAUDITED)
AS OF: OCTOBER 31ST, 2009

38 -DEDICATED SALES TAX-MPWA
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

| | CURRENT BUDGET | CURRENT PERIOD | PRIOR YEAR PO ADJUST. | Y-T-D ACTUAL | Y-T-D ENCUMBRANCE | BUDGET BALANCE | % OF BUDGET |
|------------------------------------|---------------------|-------------------|--------------------------|---------------------|----------------------|---------------------|----------------|
| <u>REVENUE SUMMARY</u> | | | | | | | |
| TAXES | 4,386,500.00 | 293,344.64 | 0.00 | 1,224,810.91 | 0.00 | 3,161,689.09 | 27.92 |
| MISCELLANEOUS | 13,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 13,000.00 | 0.00 |
| ESTIMATED BEG BALANCE | <u>1,727,289.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>1,727,289.00</u> | <u>0.00</u> |
| TOTAL REVENUES | 6,126,789.00 | 293,344.64 | 0.00 | 1,224,810.91 | 0.00 | 4,901,978.09 | 19.99 |
| <u>EXPENDITURE SUMMARY</u> | | | | | | | |
| 215-INTERDEPARTMENTAL | <u>5,449,250.00</u> | <u>270,894.93</u> | <u>0.00</u> | <u>1,089,079.72</u> | <u>0.00</u> | <u>4,360,170.28</u> | <u>19.99</u> |
| TOTAL EXPENDITURES | 5,449,250.00 | 270,894.93 | 0.00 | 1,089,079.72 | 0.00 | 4,360,170.28 | 19.99 |
| REVENUE OVER/ (UNDER) EXPENDITURES | 677,539.00 | 22,449.71 | 0.00 | 135,731.19 | 0.00 | 0.00 | 20.03 |

PRIOR YEAR ENCUMBRANCE FINANCIAL (UNAUDITED)

AS OF: OCTOBER 31ST, 2009

40 -EMERGENCY FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

| | CURRENT BUDGET | CURRENT PERIOD | PRIOR YEAR PO ADJUST. | Y-T-D ACTUAL | Y-T-D ENCUMBRANCE | BUDGET BALANCE | % OF BUDGET |
|------------------------------------|---------------------|-------------------|--------------------------|-----------------|----------------------|---------------------|----------------|
| <u>REVENUE SUMMARY</u> | | | | | | | |
| MISCELLANEOUS | 25,541.00 | 4,455.10 | 0.00 | 14,774.30 | 0.00 | 10,766.70 | 57.85 |
| TRANSFERS | 200,000.00 | 17,777.41 | 0.00 | 25,073.26 | 0.00 | 174,926.74 | 12.54 |
| ESTIMATED BEG BALANCE | <u>3,375,281.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>3,375,281.00</u> | <u>0.00</u> |
| TOTAL REVENUES | 3,600,822.00 | 22,232.51 | 0.00 | 39,847.56 | 0.00 | 3,560,974.44 | 1.11 |
| <u>EXPENDITURE SUMMARY</u> | | | | | | | |
| REVENUE OVER/ (UNDER) EXPENDITURES | 3,600,822.00 | 22,232.51 | 0.00 | 39,847.56 | 0.00 | 0.00 | 1.11 |

PRIOR YEAR ENCUMBRANCE FINANCIAL (UNAUDITED)
AS OF: OCTOBER 31ST, 2009

41 -CIP FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

| | CURRENT BUDGET | CURRENT PERIOD | PRIOR YEAR PO ADJUST. | Y-T-D ACTUAL | Y-T-D ENCUMBRANCE | BUDGET BALANCE | % OF BUDGET |
|-----------------------------------|-------------------|-------------------|--------------------------|-----------------|----------------------|-------------------|----------------|
| <u>REVENUE SUMMARY</u> | | | | | | | |
| MISCELLANEOUS | 5,000.00 | 138.58 | 0.00 | 1,279.40 | 0.00 | 3,720.60 | 25.59 |
| ESTIMATED BEG BALANCE | 384,321.00 | 0.00 | 0.00 | 0.00 | 0.00 | 384,321.00 | 0.00 |
| TOTAL REVENUES | 389,321.00 | 138.58 | 0.00 | 1,279.40 | 0.00 | 388,041.60 | 0.33 |
| <u>EXPENDITURE SUMMARY</u> | | | | | | | |
| 215-INTERDEPARTMENTAL | 90,630.00 | 0.00 | 0.00 | 0.00 | 0.00 | 90,630.00 | 0.00 |
| TOTAL EXPENDITURES | 90,630.00 | 0.00 | 0.00 | 0.00 | 0.00 | 90,630.00 | 0.00 |
| REVENUE OVER/(UNDER) EXPENDITURES | 298,691.00 | 138.58 | 0.00 | 1,279.40 | 0.00 | 0.00 | 0.43 |

PRIOR YEAR ENCUMBRANCE FINANCIAL (UNAUDITED)

AS OF: OCTOBER 31ST, 2009

42 - FEDERAL FORFEITURE FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

| | CURRENT BUDGET | CURRENT PERIOD | PRIOR YEAR PO ADJUST. | Y-T-D ACTUAL | Y-T-D ENCUMBRANCE | BUDGET BALANCE | % OF BUDGET |
|-----------------------------------|-------------------|-------------------|--------------------------|-----------------|----------------------|-------------------|----------------|
| <u>REVENUE SUMMARY</u> | | | | | | | |
| FINES AND FORFEITURES | 0.00 | 0.00 | 0.00 | 5,846.56 | 0.00 | (5,846.56) | 0.00 |
| ESTIMATED BEG BALANCE | 8,040.00 | 0.00 | 0.00 | 0.00 | 0.00 | 8,040.00 | 0.00 |
| TOTAL REVENUES | 8,040.00 | 0.00 | 0.00 | 5,846.56 | 0.00 | 2,193.44 | 72.72 |
| <u>EXPENDITURE SUMMARY</u> | | | | | | | |
| 323-NARCOTICS | 8,000.00 | 125.00 | 0.00 | 5,380.00 | 0.00 | 2,620.00 | 67.25 |
| TOTAL EXPENDITURES | 8,000.00 | 125.00 | 0.00 | 5,380.00 | 0.00 | 2,620.00 | 67.25 |
| REVENUE OVER/(UNDER) EXPENDITURES | 40.00 | (125.00) | 0.00 | 466.56 | 0.00 | 0.00 | 1,166.40 |



McAlester City Council

AGENDA REPORT

Meeting Date: November 24, 2009 Item Number: 2
Department: Finance
Prepared By: Gayla Duke Account Code: _____
Date Prepared: November 16, 2009 Budgeted Amount: _____
Exhibits: Four

Subject

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.

Recommendation

Motion to approve the budget amendment ordinance.

Discussion

The budget amendment ordinance is necessary to cover proposed revenue and expenditures not included in the budget for this fiscal year.

Exhibit A-1: General Fund: a) Need to include transfer to Gifts and Contributions Fund for ADA Compliance dedicated funds of \$32,957 and prior year donation for repairs at park of \$5,000. b) Need to record and appropriate transfer from Economic Development Fund to cover expenses paid in General Fund for Steven Taylor Industrial Park cleanup.

Exhibit A-2: Economic Development Fund: Need to transfer and include in the budget funds that were previously expensed in General Fund for Steven Taylor Industrial Park cleanup.

Exhibit A-3: Airport Authority Fund: Need to appropriate emergency expense for costs to remove concrete, replace fuel lines to fuel tank and obtain re-inspection on system.

Approved By

| | Initial | Date |
|-----------------|------------|----------|
| Department Head | GDD | 11/16/09 |
| City Manager | <i>PJS</i> | 11-17-09 |

**CITY OF MCALESTER
FY 09-10 Budget Amendments**

| BA# | | | | <u>Revenue</u> | <u>Expense</u> |
|-----|----------|-----------------------|---------------------------------------|-------------------|-------------------|
| 001 | 7/28/09 | Gen. Fund | Various, court fees to CIP | 4,500.00 | 4,500.00 |
| 004 | 8/11/09 | Gen. Fund | Parks Donations | 20,000.00 | 90,000.00 |
| 009 | 9/8/09 | Gen. Fund | Elevator Contract | - | 4,800.00 |
| 010 | 9/8/09 | Gen. Fund | Fair Donations | 5,000.00 | 5,000.00 |
| 015 | 9/22/09 | Gen. Fund | Replace AC unit | - | 36,851.00 |
| 016 | 10/13/09 | Gen. Fund | Transfer funds for Fire Grant | - | - |
| 020 | 10/13/09 | Gen. Fund | Street repairs - "A" Street | 28,000.00 | 28,000.00 |
| 021 | 10/13/09 | Gen. Fund | Street repairs - "D" Street | 13,500.00 | 13,500.00 |
| 025 | 11/10/09 | Gen. Fund | Tft to new fund - gifts/contributions | (20,000.00) | (127,957.00) |
| 026 | 11/24/09 | Gen. Fund | Tfr to Fund 32, Airport, from #30 | 21,826.00 | 59,783.00 |
| | | | | 72,826.00 | 114,477.00 |
| 008 | 9/8/09 | MPWA | Moving Expense | - | 3,000.00 |
| 019 | 10/13/09 | MPWA | Emergency street repairs - gen | - | 41,500.00 |
| | | | | - | 44,500.00 |
| 011 | 9/8/09 | Airport Authority | Fuel Tanks | - | 10,000.00 |
| 028 | 11/24/09 | Airport Authority | Fuel Lines | - | 4,000.00 |
| | | | | - | 14,000.00 |
| 014 | 9/22/09 | Police Grants | Grant split with county | 40,595.00 | 40,595.00 |
| 005 | 8/11/09 | State Forfeiture | Appropriate supplies from forfeit. | - | 50,000.00 |
| 002 | 7/28/09 | Fire Imp. Grant | Truck from grant | 22,000.00 | 22,000.00 |
| 017 | 10/13/09 | Fire Imp. Grant | Add'l needed for truck | 172.00 | 172.00 |
| | | | | 22,172.00 | 22,172.00 |
| 012 | 9/8/09 | Expo | Elevator Contract | - | 2,400.00 |
| 013 | 9/22/09 | Expo | Insurance | - | 6,470.00 |
| | | | | - | 8,870.00 |
| 003 | 7/28/09 | Econ Dev. | Sewer project & Econ Dev. | 230,747.00 | 280,096.00 |
| 007 | 8/11/09 | Econ Dev. | Sewer Change Order | 20,630.00 | 20,630.00 |
| 018 | 10/13/09 | Econ Dev. | Reimbursement Revenue rec'd | 9,630.00 | 9,630.00 |
| 027 | 11/24/09 | Econ Dev. | Transfer funds to General Fund | - | 21,826.00 |
| | | | | 261,007.00 | 332,182.00 |
| 024 | 11/10/09 | Gifts & Contributions | New Fund | 127,957.00 | 127,957.00 |
| 023 | 11/10/09 | CDBG Grant | Appropriate grant & match | 181,260.00 | 181,260.00 |
| 022 | 11/10/09 | CIP Fund | Tfr grant match | - | 90,630.00 |
| 006 | 8/11/09 | Federal Forfeiture | Appropriate supplies from forfeit. | - | 8,000.00 |

* = Wash, in fire transfer

ORDINANCE NO. __

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

WHEREAS, the City Council heretofore adopted Ordinance No. 2327 setting forth the Budget for Fiscal Year 2009-2010 beginning July 1, 2009 and ending June 30, 2010; and

WHEREAS, the City Departments and Divisions routinely review their budget appropriations to determine if any changes are necessary; and

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

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

WHEREAS, the City Council has determined that the proposed amendment to the FY 2009-2010 Budget, with the revenues and expenditures therein contained, is in the best interest of the City; and therefore, desires to adopt the same by formal action.

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

SECTION 1: The proposed amendment to the FY 2009-2010 Budget of the City of McAlester, Oklahoma, as heretofore adopted by Ordinance, as summarized in Exhibits A1 through A3, which are attached hereto and fully incorporated herein by reference, be, and the same hereby are, completely adopted and approved as an amendment to the said FY 2009-2010 Budget.

SECTION 2: All portions of the existing FY 2009-2010 Budget, Ordinance No. 2327 except as specifically herein amended, shall remain in full force and effect, and not be otherwise affected by the adoption of the amendatory ordinance.

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

SECTION 4: Should any paragraph, sentence, subdivision, clause, phrase, or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the

same shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part or parts as declared to be invalid, illegal, or unconstitutional.

SECTION 5: That an emergency is hereby declared to exist, and for the provision of the public peace, health and safety, by reason whereof it is necessary that all acts take effect immediately and be in full force and effect from, and after the passage and approval.

PASSED and the EMERGENCY CLAUSE ruled on separately this 24th day of November, 2009.

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

By _____
Kevin E. Priddle, Mayor

ATTEST:

Cora Middleton, City Clerk

Approved as to form and legality this 10th day of October, 2009.

William J. Ervin, City Attorney

ADDITIONAL INFORMATION

FOR

BUDGET AMENDMENT #A0910-027,

Shown as Exhibit A-2 to the Ordinance.

**STEVEN TAYLOR INDUSTRIAL PARK
CLEANUP
C-4**

| <u>EQUIPMENT</u> | <u>RENTAL CHARGE PER HOUR</u> | <u>HOURS OPERATED</u> | <u>TOTAL</u> |
|--------------------------|-----------------------------------|---------------------------|----------------------------|
| International Dump Truck | \$ 50.00 | 28 | \$ 1,400.00 |
| Cat Blade 12G | 110.00 | 33 | 3,630.00 |
| 450 John Deere Dozer | 65.00 | 33 | 2,145.00 |
| Linkbelt 2800 Excavator | 110.00 | 33 | 3,630.00 |
| IT 38 Cat Loader | 100.00 | 33 | 3,300.00 |
| 15' Batwing Mower | 90.00 | 10 | 900.00 |
| TOTAL EQUIPMENT | | | <u>\$ 15,005.00</u> |
| | | | |
| <u>SUPPLIES</u> | | <u>QUANTITY</u> | <u>TOTAL</u> |
| Crushed Agg Base | | 112 yards | \$ 1,321.60 |
| Diesel Fuel | | 350 gallons | 871.50 |
| Vapor Torch Kit | | 1 | 72.99 |
| L.P. Cylinder | | 1 | 49.95 |
| Poly Sprayer - 3 Gallon | | 1 | 24.99 |
| TOTAL SUPPLIES | | | <u>\$ 2,341.03</u> |
| | | | |
| <u>EMPLOYEES</u> | <u>HOURLY RATE</u> | <u>HOURS</u> | <u>TOTAL</u> |
| Glen Gilmore | \$ 16.04 | 33 | \$ 529.32 |
| James Thomason | 26.12 | 28 | 731.36 |
| Tim Adams | 34.68 | 28 | 971.04 |
| Tommy Hill | 25.58 | 38 | 972.04 |
| H. D. Bierman | 27.74 | 8 | 221.92 |
| James H. Roberts | 23.55 | 33 | 777.15 |
| Clifford Harrison | 27.71 | 10 | 277.10 |
| TOTAL PAYROLL | | | <u>\$ 4,479.93</u> |
| | | | |
| TOTAL CLEANUP C-4 | | | <u>\$ 21,825.96</u> |

OVERTIME JUSTIFICATION

PAY PERIOD: FROM: August 1 TO: August 15

Total 3630⁰⁰

EMPLOYEE NAME: CAT Blade 12 G 110⁰⁰ Per Hour

| DATE | REASON: | START TIME | FINISH TIME | HOURS SPENT | APPROVED Y/N | OVER TIME | COMP. TIME |
|----------|---|--------------------|--------------------|-------------|--------------|-----------|------------|
| August 7 | Cleaning Industrial site for Economic Development | 3:30 ^{PM} | 8:30 ^{PM} | 5 | yes | | |
| August 8 | cleaning Industrial site for Economic Development | 6:00 ^{AM} | 8:30 ^{PM} | 14 | Yes | | |
| August 9 | Cleaning Industrial site for Economic Development | 6:00 ^{AM} | 8:30 ^{PM} | 14 | Yes | | |
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EMPLOYEE SIGNATURE: _____

SUPERVISOR SIGNATURE Timmy Don Adams

OVERTIME JUSTIFICATION

PAY PERIOD: FROM: August 1 TO: August 15 Total 2145⁰⁰
 EMPLOYEE NAME: 450 John Deere Dozer 65⁰⁰ Per Hour

| DATE | REASON: | START TIME | FINISH TIME | HOURS SPENT | APPROVED Y/N | OVER TIME | COMP. TIME |
|----------|---|------------|-------------|-------------|--------------|-----------|------------|
| August 7 | cleaning Industrial site for Economic Development | 3:30 PM | 8:30 PM | 5 | yes | | |
| August 8 | cleaning Industrial site for Economic Development | 6:00 AM | 8:30 PM | 14 | yes | | |
| August 9 | cleaning Industrial site for Economic Development | 6:00 AM | 8:30 PM | 14 | yes | | |
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EMPLOYEE SIGNATURE: _____

SUPERVISOR SIGNATURE Termy Rom Colone

OVERTIME JUSTIFICATION

PAY PERIOD: FROM: August 1st TO: August 15

EMPLOYEE NAME: IT 38 Cat Loader 100⁰⁰ Per hour Total 3300⁰⁰

| DATE | REASON: | START TIME | FINISH TIME | HOURS SPENT | APPROVED Y/N | OVER TIME | COMP. TIME |
|----------|---|--------------------|--------------------|-------------|--------------|-----------|------------|
| August 7 | IT 38 Cat Loader | 3:30 ^{PM} | 8:30 ^{PM} | 5 | Yes | ✓ | |
| August 8 | Cleaning Industrial site for Economic Development | 6:00 ^{AM} | 8:30 ^{PM} | 14 | Yes | | |
| August 9 | Cleaning Industrial site for Economic Development | 6:00 ^{AM} | 8:30 ^{PM} | 14 | Yes | | |
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EMPLOYEE SIGNATURE: _____

SUPERVISOR SIGNATURE Timmy Don Obama

Over Time Rate
16.04

OVERTIME JUSTIFICATION

PAY PERIOD: FROM: 8/1/09 TO: 8/15/09

EMPLOYEE NAME: GLEN GILMORE

| DATE | REASON: | START TIME | FINISH TIME | HOURS SPENT | APPROVED Y/N | OVER TIME | COMP. TIME |
|--------|-----------------|----------------------|--------------------|-------------|--------------|-----------|------------|
| 8/7/09 | CLEAN IND. SITE | 3:30 ^{PM} | 8:30 ^{PM} | 5 HR | YES | X | |
| 8/8/09 | IND SITE | 5:6:00 ^{AM} | 8:30 ^{PM} | 14 HR | Y | X | |
| 8/9/09 | IND SITE | 6:00 ^{AM} | 8:30 ^{PM} | 14 HR | Y | X | |
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EMPLOYEE SIGNATURE: Glen Gilmore SUPERVISOR SIGNATURE Tommy Poon

OVERTIME JUSTIFICATION

Over Time Rate
26¹² Per Hour

PAY PERIOD: FROM: August 1 TO: August 15

EMPLOYEE NAME: James Thomason

| DATE | REASON: | START TIME | FINISH TIME | HOURS SPENT | APPROVED Y/N | OVER TIME | COMP. TIME |
|----------|---|------------|-------------|-------------|--------------|-----------|------------|
| August 8 | Cleaning Industrial Site For Economic Development | 6:00 AM | 8:30 PM | 14 | YES | ✓ | |
| August 9 | Cleaning Industrial site For Economic Development | 6:00 AM | 8:30 PM | 14 | YES | ✓ | |
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EMPLOYEE SIGNATURE James Thomason SUPERVISOR SIGNATURE Tony Dem Adams

OVERTIME JUSTIFICATION

PAY PERIOD: FROM: August 1st TO: August 15th

EMPLOYEE NAME: Timmy Don Adams

| DATE | REASON: | START TIME | FINISH TIME | HOURS SPENT | APPROVED Y/N | OVER TIME | COMP. TIME |
|----------|---|------------|-------------|-------------|--------------|-----------|------------|
| August 8 | Cleaning Industrial site For Economic Development | 6:00 AM | 8:30 PM | 14 | yes | ✓ | |
| August | Cleaning Industrial site For Economic Development | 6:00 AM | 8:30 PM | 14 | yes | ✓ | |
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EMPLOYEE SIGNATURE: Timmy Don Adams SUPERVISOR SIGNATURE _____

Over Time Rate
25.58 Per Hour

OVERTIME JUSTIFICATION

PAY PERIOD: FROM: 8-1-09 TO: 8-15-09

EMPLOYEE NAME: Tommy Hill

| DATE | REASON: | START TIME | FINISH TIME | HOURS SPENT | APPROVED Y/N | OVER TIME | COMP. TIME |
|--------|---|--------------------|--------------------|-------------|--------------|-----------|------------|
| 8-6-09 | Cleaning Industrial site for Economic Development | 3:30 | 8:30 | 5 | Y | X | |
| 8-7-09 | Cleaning Industrial site for Economic Development | 3:30 | 8:30 | 5 | Y | X | |
| 8-8-09 | " " | 6:00 ^{Am} | 8:30 ^{Am} | 14 | Y | X | |
| 8-9-09 | " " | 6:00 ^{Am} | 8:30 ^{Am} | 14 hrs | yes | X | |
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EMPLOYEE SIGNATURE: Tommy Hill SUPERVISOR SIGNATURE Timmy Ben Adams

OVERTIME JUSTIFICATION

PAY PERIOD: FROM: August 1 TO: August 15

EMPLOYEE NAME: H. D. Bierman

| DATE | REASON: | START TIME | FINISH TIME | HOURS SPENT | APPROVED Y/N | OVER TIME | COMP. TIME |
|--------|--|------------|-------------|-------------|--------------|-----------|------------|
| 8-8-09 | Take Diesel to Equipment | | | 4 | | | |
| 8-9-09 | Take Diesel to Equipment | | | 4 | | | |
| | FOR cleaning up Industrial site for Economic Development | | | | | | |
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EMPLOYEE SIGNATURE: H. D. Bierman

SUPERVISOR SIGNATURE: Timothy P. Adams

Over Time Rate
23⁵⁵ Per Hour

OVERTIME JUSTIFICATION

PAY PERIOD: FROM: 8-1-09 TO: 8-15-09

EMPLOYEE NAME: James H. Roberts

| DATE | REASON: | START TIME | FINISH TIME | HOURS SPENT | APPROVED Y/N | OVER TIME | COMP. TIME |
|--------|---|------------|-------------|-------------|--------------|-----------|------------|
| 8-6-09 | Cleaning off site at Industrial park for economic Development | 3:30 | 8:30 | 5 hrs | yes | X | |
| 8-8-09 | " " | 6:00 AM | 8:30 PM. | 14 hrs | yes | X | |
| 8-9-09 | " " | 6:00 AM | 8:30 pm | 14 hrs | yes | X | |
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EMPLOYEE SIGNATURE: James H. Roberts SUPERVISOR SIGNATURE Timmy Don Adams

Peter Stasiak

From: Sheila Norman
Sent: Wednesday, August 12, 2009 9:00 AM
To: Peter Stasiak
Subject: Mowing at Industrial Park

Pete:

27.71 / HR

Glen had one employee, Clifford Hamison, spend 10 hours (5 hours each day) mowing on the big tractor and the 15' batwing mower at the Industrial Park last week. Glen called Key equipment and they said the rental for that size tractor & mower would be \$90.00 hour.

If you need anything further let me know.

Sheila N



McAlester City Council

AGENDA REPORT

Meeting Date: November 24, 2009 Item Number: 3
Department: Finance
Prepared By: Gayla Duke Account Code: _____
Date Prepared: November 16, 2009 Budgeted Amount: _____
Exhibits: 3

Subject

Consider, and act upon, an Ordinance for the City of McAlester which will **EITHER** repeal or amend Ordinance 2331 which amended the Code of Ordinances, Chapter 2, Article VII, Section 2-259 related to establishing the McAlester City Emergency Ambulance Fund, providing for a severability clause; and declaring an **emergency**.

Recommendation

Motion to approve one of the two ordinances which are attached herewith as Exhibit A-1 and Exhibit A-2. Exhibit A-1 repeals said prior Ordinance 2331 and Exhibit A-2 amends said prior Ordinance 2331 regarding the City of McAlester's Emergency Ambulance Services.

Discussion

Recommend that the Emergency Ambulance function of the Primary Government be included as separate item in the Government-Wide Statement of Activities in the city Annual Financial Report. See Exhibit B as example.

Approved By

| | Initial | Date |
|-----------------|------------|----------|
| Department Head | GDD | 11/16/09 |
| City Manager | <i>Pfs</i> | 11-17-09 |

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, REPEALING ORDINANCE NO. 2331, WHICH AMENDED THE CODE OF ORDINANCES, CHAPTER 2, ARTICLE VII, SECTION 2-259 RELATING TO THE ESTABLISHMENT OF THE McALESTER CITY EMERGENCY AMBULANCE FUND; AND DECLARING AN EMERGENCY.

* * * * *

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

SECTION 1: Ordinance No. 2331, which amended Chapter 2, Article VII, Sections 2-259 of the McAlester Code of Ordinances creating the McAlester City Emergency Ambulance Fund is hereby repealed:

SECTION 2: Emergency Clause. That an emergency is hereby declared to exist, and for the preservation of the public peace, health and safety, by reason whereof it is necessary that all acts take effect immediately and be in full force and effect from, and after the passage and approval.

PASSED and the EMERGENCY CLAUSE ruled on separately this ____ day of November, 2009.

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

**By: _____
Kevin E. Priddle, Mayor**

ATTEST:

Cora Middleton, City Clerk

Approved as to form and legality this ____ day of November, 2009.

William J. Ervin, City Attorney

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE 2331, AMENDING THE CODE OF ORDINANCES, CHAPTER 2, ARTICLE VII, SECTION 2-259 RELATED TO ESTABLISHING ACCOUNTING FOR RECEIPTS AND EXPENDITURES OF THE McALESTER CITY EMERGENCY FIRE DEPARTMENT AMBULANCE FUND SERVICE; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

* * * * *

WHEREAS, the City of McAlester has the responsibility to protect the health and safety of the residents serviced by the McAlester Fire Department ambulance services; and

WHEREAS, the City Council for the City of McAlester recognizes the need to establish ~~an enterprise fund to be known as the "McAlester City Emergency Ambulance Fund" (the "Fund") in which a method of accounting for all funds collected from providing ambulance services are deposited and from which for all disbursements are authorized for operation, maintenance and capital needs associated with the ambulance service.~~

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

SECTION 1: Chapter 2, Article VII, Sections 2-259 of the McAlester Code of Ordinances is hereby amended to read as follows:

Section 2-259. McAlester City ~~Emergency Ambulance Fund~~ Department.

- (a) The Chief Financial Officer shall establish ~~an enterprise fund, a separate subdivision department within the Fire Department division of the General Fund~~ to be called the McAlester City ~~Emergency Ambulance Fund~~ department, (the department).
- ~~(b) There shall be deposited in the Fund:~~ (a) All revenues collected pursuant to the ambulance service fees and charges shall be recorded on a cash basis and adjusted for accruals at year end; (b) appropriations from the City made to the Fire Department for the purpose of providing an ambulance service shall be transferred to the new McAlester City Ambulance department, and ~~-(3) such other money as may be received for the use of the ambulance service.~~ Expenditures for the operation of the ambulances will be posted to said department.

- (c) ~~All proceeds derived from the ambulance service shall be used solely for the operation, maintenance, and capital needs of the ambulance service. Ambulance services functions shall be included in the "Government-Wide Statement of Activities" as a separate activity from public safety and will show the expenses of the activity along with the charges for the services to produce the net (expense) revenue and changes in net assets for Primary Government Services.~~
- (d) ~~Any unspent portions of the Fund may not be transferred or revert to the General Fund of the City, but shall remain in the Fund to be used for the purposes specified in this section.~~
- (e) Moneys in the Fund department may be expended only for any lawful purpose authorized under the provisions of this section in compliance with the appropriate provisions of the City Charter.

SECTION 2: ~~Fund Commencement. Effective Date of the Account:~~ The establishment of the department McAlester City Emergency Ambulance Fund is to be retroactively established to the beginning of the fiscal year.

SECTION 3: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City of McAlester hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact of any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION 4: Emergency Clause. That an emergency is hereby declared to exist, and for the preservation of the public peace, health and safety, by reason whereof it is necessary that all acts take effect immediately and be in full force and effect from, and after the passage and approval.

PASSED and the EMERGENCY CLAUSE ruled on separately this ___ day of November, 2009.

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

By: _____
Kevin E. Priddle, Mayor

ATTEST:

Cora Middleton, City Clerk

Approved as to form and legality this ___ day of November, 2009.

William J. Ervin, City Attorney

Exhibit "B"

CITY OF MCALESTER, OKLAHOMA
ANNUAL FINANCIAL REPORT
As of and for the Year Ended June 30, 2008

Government-Wide Statement of Activities – Year Ended June 30, 2008

| Functions/Programs | Expenses | Program Revenues | | | Net (Expense) Revenue and Changes in Net Assets | | | Component Units |
|---|---------------------|----------------------|------------------------------------|----------------------------------|---|--------------------------|---------------------|---------------------|
| | | Charges for Services | Operating Grants and Contributions | Capital Grants and Contributions | Governmental Activities | Business-Type Activities | Total | |
| Primary Government: | | | | | | | | |
| Governmental activities: | | | | | | | | |
| Legislature | \$72,611 | - | - | - | (\$72,611) | - | (\$72,611) | - |
| Administration | 2,262,740 | \$1,936,658 | - | - | (326,082) | - | (326,082) | - |
| Public safety | 8,376,584 | 1,093,278 | \$970,270 | \$65,285 | (6,247,751) | - | (6,247,751) | - |
| Community services | 2,126,035 | 108,311 | - | 11,600 | (2,006,124) | - | (2,006,124) | - |
| Administration services | 907,937 | 291,165 | - | - | (616,772) | - | (616,772) | - |
| Health and welfare | 124,894 | - | 57,534 | - | (67,360) | - | (67,360) | - |
| Public works | 3,500,144 | 263 | 161,387 | - | (3,338,494) | - | (3,338,494) | - |
| Economic development | 166,887 | - | 40,000 | - | (126,887) | - | (126,887) | - |
| Payment to health center authority | 1,017,568 | - | - | - | (1,017,568) | - | (1,017,568) | - |
| Interest on long-term debt | 32,684 | - | - | - | (32,684) | - | (32,684) | - |
| Total governmental activities | 18,588,084 | 3,429,675 | 1,229,191 | 76,885 | (13,852,333) | - | (13,852,333) | - |
| Business-type activities: | | | | | | | | |
| Water | 2,512,766 | 3,849,884 | - | - | - | \$1,337,118 | 1,337,118 | - |
| Sewer | 1,453,532 | 1,396,625 | - | - | - | (56,907) | (56,907) | - |
| Sanitation | 2,225,325 | 2,984,600 | - | - | - | 759,275 | 759,275 | - |
| Airport | 155,347 | 201,113 | - | - | - | 45,766 | 45,766 | - |
| Governmental interest & amort expense | 3,728,898 | - | - | - | - | (3,728,898) | (3,728,898) | - |
| Total business-type activities | 10,075,868 | 8,432,222 | - | - | - | (1,643,646) | (1,643,646) | - |
| Total primary government | \$28,663,952 | \$11,861,897 | \$1,229,191 | \$76,885 | (13,852,333) | (1,643,646) | (15,495,979) | - |
| Component Units: | | | | | | | | |
| Parking | \$2,079 | \$4,900 | - | - | - | - | - | \$2,821 |
| Health and welfare | 78,977,180 | 81,239,865 | - | - | - | - | - | 2,262,685 |
| Economic development | 200,609 | - | \$20,802 | - | - | - | - | (179,807) |
| Total Component Units | \$79,179,868 | \$81,244,765 | \$20,802 | - | - | - | - | 2,085,699 |
| General revenues: | | | | | | | | |
| Taxes: | | | | | | | | |
| Sales and use taxes | - | - | - | - | 15,824,676 | - | 15,824,676 | - |
| Franchise and public service taxes | - | - | - | - | 643,484 | - | 643,484 | - |
| Hotel/motel taxes | - | - | - | - | 666,372 | - | 666,372 | - |
| E-911 taxes | - | - | - | - | 782,094 | - | 782,094 | - |
| Intergovernmental revenue not restricted to specific programs | - | - | - | - | 318,855 | - | 318,855 | - |
| Investment income | - | - | - | - | 130,804 | 173,077 | 303,881 | 300,587 |
| Miscellaneous | - | - | - | - | 308,902 | 6,464 | 315,366 | - |
| Transfers from primary government | - | - | - | - | - | - | - | 1,146,048 |
| Transfers - Internal activity | - | - | - | - | (3,314,213) | 3,314,213 | - | - |
| Total general revenues and transfers | - | - | - | - | 15,360,974 | 3,493,754 | 18,854,728 | 1,446,635 |
| Change in net assets | - | - | - | - | 1,508,641 | 1,850,108 | 3,358,749 | 3,532,334 |
| Net assets - beginning, (restated) | - | - | - | - | 40,368,290 | (30,513,775) | 9,854,515 | 51,489,137 |
| Net assets - ending | - | - | - | - | \$41,876,931 | (\$28,663,667) | \$13,213,264 | \$55,021,471 |

See accompanying notes to the basic financial statements.



McAlester City Council

AGENDA REPORT

Meeting Date: November 24, 2009 **Item Number:** 4
Department: Acting City Manager for Mayor Priddle
Prepared By: Peter Stasiak **Account Code:** _____
Date Prepared: November 16, 2009 **Budgeted Amount:** _____
Exhibits: N/A

Subject

Consider and act upon issuing a thirty (30) day notice to McAlester Economic Development Services (MEDS), Oklahomans for Independent Living (OIL) and Pride in McAlester (PIM) to decrease the funding allotted to these organizations for fiscal year 2009-2010.

Recommendation

Motion to approve sending a thirty (30) notice decreasing funding for MEDS, OIL and PIM for fiscal year 2009-2010 in the amount of 10% per entity. This reduction will occur over a seven (7) month period of time beginning in December 2009 and ending in June 2010.

Discussion

The City of McAlester currently appropriates funds for fiscal year 2009-2010 to McAlester Economic Development Services \$219,850, Oklahomans for Independent Living \$24,000, and Pride in McAlester \$60,000. A 10% decrease in funding would result in the following:

MEDS - \$ 21,985.00
OIL \$ 2,400.00
PIM \$ 6,000.00

Monthly Funding – December 2009 thru June 2010

MEDS - \$ 15,180.04
OIL \$ 1,657.14
PIM \$ 4,142.86

Approved By

| | | Initial | Date |
|----------------------------|---------------|------------|--------------------------|
| Department Head | | _____ | _____ |
| Acting City Manager | Peter Stasiak | <u>PJS</u> | <u>November 16, 2009</u> |



McAlester City Council

AGENDA REPORT

Meeting Date: November 24, 2009
Department: Planning and Community Development
Prepared By: Dennis Lalli
Date Prepared: November 16, 2009

Item Number: 5
Account Code: _____
Budgeted Amount: _____
Exhibits: 4

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:

1812 Cardinal Lane

821 Indiana Ave..

Approved By

| | | <i>Initial</i> | <i>Date</i> |
|-----------------|---------------|----------------|--------------------------|
| Department Head | Peter Stasiak | <u>PJS</u> | <u>November 16, 2009</u> |
| City Manager | | _____ | _____ |

**CITY OF MCALESTER
DILAPIDATED BUILDINGS**

EXHIBIT "A"

Dilapidated Structures for Council Consideration:

1. 1812 Cardinal Lane
2. 821 Indiana Ave

RESOLUTION NO. ____

A RESOLUTION OF THE CITY OF McALESTER, OKLAHOMA, DECLARING CERTAIN STRUCTURES AS DILAPIDATED AND DETRIMENTAL TO THE HEALTH, SAFETY, OR WELFARE OF THE GENERAL PUBLIC.

* * * * *

WHEREAS, the City of McAlester desires to remove all structures 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 to each property owner has been complied with, that is set forth in Section 18-376 of the McAlester Code of Ordinances.

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

SECTION 1: Those structures listed in Exhibit "A" attached and made a part of this Resolution are determined to be dilapidated buildings, and that the welfare of the community will be served by their removal.

SECTION 2: The property owner shall be given ten (10) days from the adoption of this Resolution to remove the structure.

SECTION 3: The City Manager or his designee is hereby authorized to remove each of the structures listed in Exhibit "A" if not removed by the property owner in the allowed ten (10) day period.

PASSED and APPROVED at the regular meeting of the City Council of the City of McAlester, Oklahoma, and duly signed by the Mayor this 28th day of October, 2008.

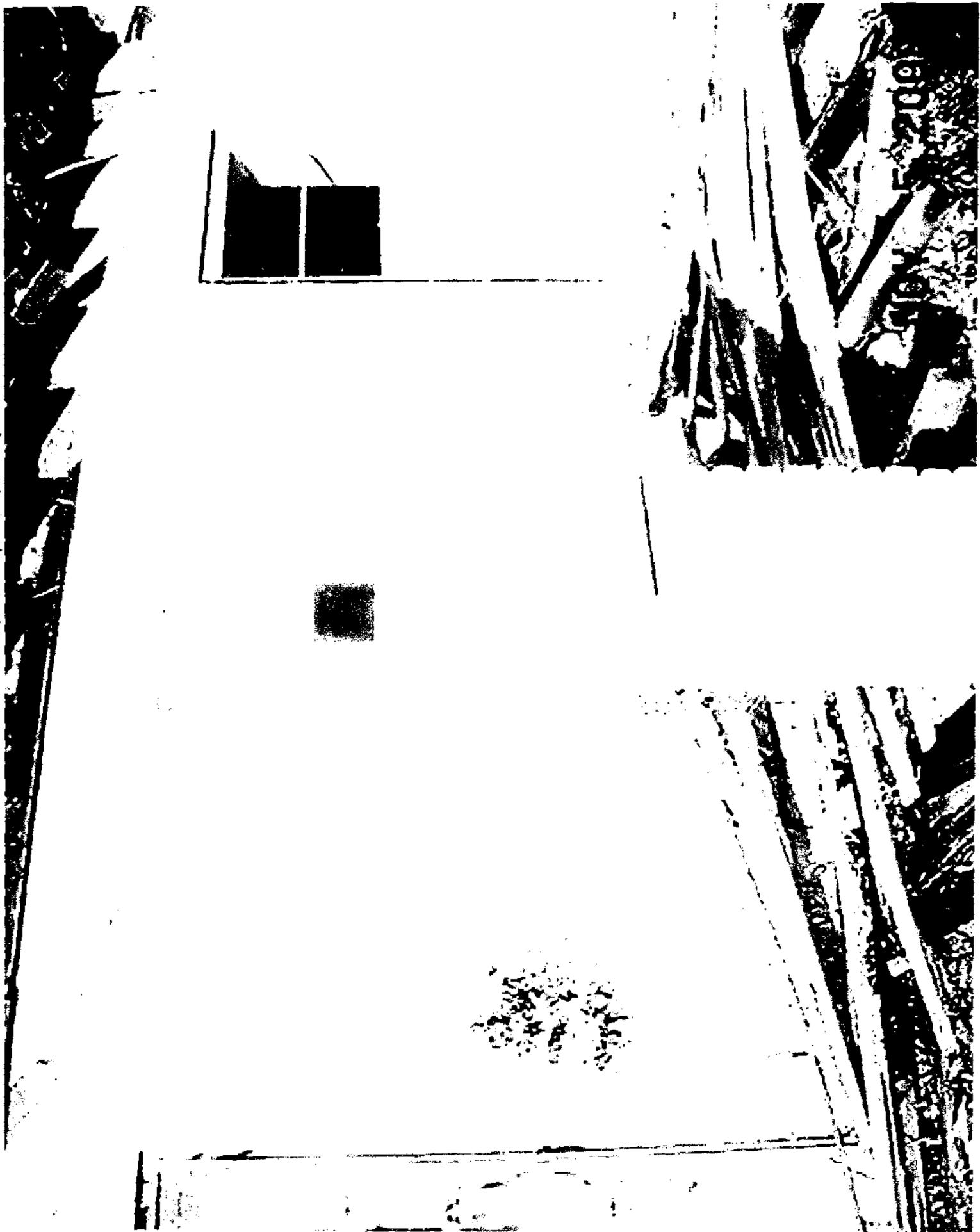
**CITY OF McALESTER, OKLAHOMA
A Municipal Corporation**

By _____
Kevin E. Priddle, Mayor

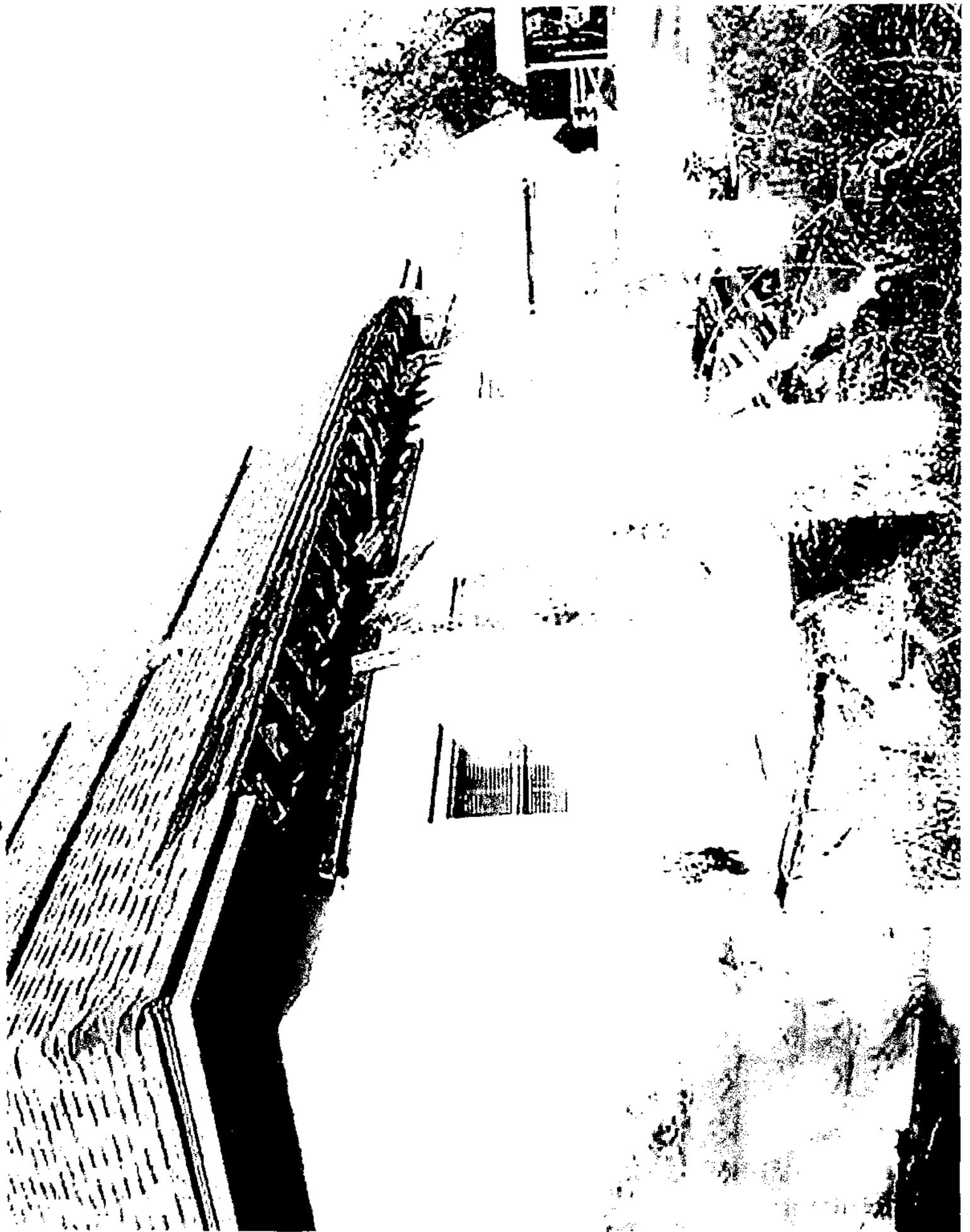
ATTEST:

Cora Middleton, City Clerk

521 INDIANA AVE.



211 INDIANA AVE.



1812 CARPINAL



1817 CARDINAL

1817

1817





McAlester City Council

AGENDA REPORT

Meeting Date: November 24, 2009 Item Number: 6
Department: Public Works
Prepared By: John C. Modzelewski Account Code: _____
Date Prepared: November 17, 2009 Budgeted Amount: _____
Exhibits: Two

Subject

Consider, and act upon, authorizing the Mayor to sign a Lease Purchase Agreement with Landfill Equipment for the lease of one refurbished 2006 D7 Dozer and one refurbished 2000 Al-Jon 81K Trash Compactor.

Recommendation

Motion to approve the Mayor signing the Lease Purchase Agreement with Landfill Equipment.

Discussion

The dozer that was in service was not equipped for landfill use and was being repaired frequently. Due to these repairs, the rental company has removed the dozer from the landfill. The compactor is not heavy enough to provide adequate compaction for the landfill. This Lease Purchase Agreement will provide the City with equipment that is equipped for use in a landfill and will provide appropriate compaction.

Approved By

| | <i>Initial</i> | <i>Date</i> |
|-----------------|----------------|-------------|
| Department Head | JCM | 11/17/09 |
| City Manager | <i>RJS</i> | 11-17-09 |

MASTER EQUIPMENT LEASE AGREEMENT

This Agreement made this ___ day of _____ by and between 1st SOURCE BANK with offices at 2780 Waterfront Parkway East Drive, Suite 130, Indianapolis, Indiana and a mailing address of 2780 Waterfront Parkway East Drive, Suite 130, Indianapolis, IN 46214 ("LESSOR") and , a _____, with its principal place of business at _____ ("LESSEE").

Statement of Purpose

LESSOR and LESSEE expect that LESSEE may, during the term of this Agreement, wish to lease cars, trucks, motor vehicles, equipment and accessories and attachments thereto (hereinafter referred to as "Equipment"). The purpose of this Agreement is to establish a procedure for entering into leases during the term hereof and to establish the terms and conditions applicable to such leases.

Now, THEREFORE, in consideration of the material promises contained herein, LESSOR and LESSEE agree as follows:

1. **Lease Supplements.** If LESSOR and LESSEE agree to lease Equipment pursuant to this Agreement, they shall execute a Lease Supplement in such form as may be required by LESSOR ("Supplement"). All of the terms and conditions of this Agreement shall be automatically incorporated by reference in each such Supplement. Upon execution by LESSOR and LESSEE, the Supplement shall constitute the lease of the Equipment described therein.
2. **Delivery.** LESSEE shall inspect all Equipment leased pursuant to this Agreement immediately upon its delivery to LESSEE. If the Equipment is acceptable to LESSEE, it shall execute a Delivery Receipt, in such form as may be required by LESSOR. Upon execution thereof, the Equipment shall be conclusively presumed to be accepted by LESSEE, in good and serviceable condition and fully satisfactory to LESSEE. All costs related to the delivery of the Equipment to LESSEE shall be the sole responsibility of LESSEE.
3. **Term.** The lease term for the Equipment shall be as specified in the Supplement. If any such term is extended, the word "term" as used in this Agreement shall be deemed to refer to the term as so extended and all provisions of this Agreement shall apply during and until expiration of said extended term. The lease shall not be terminated by LESSEE for any reason whatsoever.
4. **Rent.** Lessee agrees to pay LESSOR rent with respect to the Equipment at the time and in the amounts set forth in the Supplement. LESSEE's obligation to pay rent and other amounts payable hereunder shall be absolute and unconditional and shall not be affected by any offset, defense, counterclaim or occurrence whatsoever, including but not limited to any defect or failure of performance of the Equipment or any interruption or cessation in the use of possession of the Equipment by LESSEE. If LESSEE fails to fully pay any lease payment or any amount required to be paid by LESSEE to LESSOR within ten (10) days of the due date, LESSEE will pay to LESSOR interest on each delinquent payment equal to one percent (1%) per month, pursuant to I.C. 5-7-5.
5. **Insurance and Liability.** With respect to all Equipment leased pursuant to this Agreement, LESSEE agrees as follows:
 - 5.1 LESSEE assumes all risk and liability arising from LESSEE's possession, use and operation of the Equipment and agrees to indemnify and hold LESSOR harmless from any and all of the following, whether the same be actual or alleged: all loss, damage, claims, suits, taxes, licenses, penalties, fines, liability and expense, including attorney's fees, howsoever arising or incurred because of any possession, use or operation of the Equipment, including, but not limited to, damages, injuries or death to persons or injury or destruction of property, claims and liens for storage, labor and materials, and all loss and damage to the Equipment.
 - 5.2 LESSEE shall provide public liability insurance in the amount of _____ Dollars (\$_____) for bodily injury in the amount of _____ Dollars (\$_____) for property damage. LESSOR will be named as an additional insured and LESSEE agrees to provide proof satisfactory to LESSOR that adequate and appropriate insurance is in force at all times.
 - 5.3 LESSEE shall provide comprehensive insurance in an amount not less than the total of all remaining lease payments due under this Agreement and Supplements for Equipment, or with LESSOR's prior written consent, may self-insure against any or all risks. LESSOR will be named as a loss payee and/or additional insured in all of said policies and the insurance company must be satisfactory to LESSOR. LESSEE shall furnish a Certificate of Insurance to LESSOR prior to delivery of possession of the Equipment to LESSEE. Such policy shall contain a clause giving LESSOR Thirty (30) days' prior notice of cancellation. If LESSEE fails to maintain the required insurance, LESSOR may, but shall not be obligated to, insure said Equipment at the expense of LESSEE. If LESSOR pays the insurance premiums, LESSEE agrees to pay LESSOR on demand such amount with interest at the rate of One percent (1%) per month, pursuant to I.C.5-7-5, from the date of payment until fully paid by LESSEE. LESSEE assigns to LESSOR any monies paid under such insurance coverage, by whomsoever obtained. LESSEE authorizes LESSOR to receive or collect any money paid under such insurance, endorse checks or drafts payable to LESSEE related to the payment, cancel the insurance or settle or release any claim with respect to the insurance. Any proceeds remaining after all lease obligations of LESSEE to LESSOR are satisfied shall be delivered to LESSEE.

- 5.4 LESSEE shall immediately notify LESSOR and the insurer if any Equipment is involved in damage, theft, loss or destruction.
- 5.5 LESSEE shall notify LESSOR in writing of any change in location of the Equipment.
6. **Taxes.** LESSEE shall be liable for and shall pay or reimburse LESSOR for any and all taxes, fees or assessments, however designated, levied or based upon the rentals, this Agreement, the equipment, the transfer, use, possession or operation of the Equipment, or any combination of the foregoing, whether the same be payable by or assessed to LESSOR or LESSEE, including but not limited to personal property taxes, excise taxes and sales and use taxes, but excluding only taxes measured by the net income of LESSOR. All such taxes, fees or assessments shall, at LESSOR's option, either be paid directly by LESSEE to the appropriate taxing authority or agency to be paid to LESSOR. If LESSOR pays any taxes, assessments or fees, LESSEE agrees to pay LESSOR such amounts on demand with interest on each such amount paid by LESSOR in an amount equal to One percent (1%) per month, pursuant to I.C.5-7-5, until fully paid.
7. **Disclaimer of Warranty and Limitation of Damages.** LESSEE HEREBY ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OR A DEALER IN PROPERTY OF SUCH KIND AS THE EQUIPMENT. LESSEE HAS SELECTED THE EQUIPMENT TO BE LEASED HEREUNDER AND HAS NOT RELIED UPON ANY STATEMENTS OR REPRESENTATIONS OF LESSOR. LESSEE FURTHER AGREES

THAT THE DEALER FROM WHOM THE EQUIPMENT HAS BEEN ACQUIRED BY LESSOR IS NOT AN AGENT OF LESSOR, AND LESSOR SHALL NOT BE RESPONSIBLE FOR ANY STATEMENTS, REPRESENTATIONS OR ACTIONS OF SUCH DEALER, UNLESS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR THE SUPPLEMENT. LESSOR MAKES NO REPRESENTATIONS, PROMISES, STATEMENTS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION, QUALITY OR DURABILITY OF THE EQUIPMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. LESSOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LIABILITY, CLAIM, LOSS DAMAGE OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT OR ANY DEFICIENCY OR DEFECT THEREIN, OR BY THE USE, MAINTENANCE REPAIR OR SERVICE THEREOF, OR BY THE INABILITY TO USE THE EQUIPMENT AND LOSS OF BUSINESS OR PROFITS RELATED THERETO. IN THE EVENT THAT THE EQUIPMENT FAILS TO PERFORM AS EXPECTED OR REPRESENTED, LESSEE WILL CONTINUE TO HONOR THE RENT OBLIGATIONS WITH RESPECT TO THE EQUIPMENT BY CONTINUING TO MAKE ALL SCHEDULED PAYMENTS AND LESSEE WILL LOOK SOLELY TO THE MANUFACTURER OR DEALER FOR THE PERFORMANCE OF ALL WARRANTIES.

8. **Theft or Destruction.** LESSEE hereby assumes and shall bear the entire risk of any loss, theft, damage to or destruction of any Equipment from any cause whatsoever, whether or not such loss or damage is covered by insurance. No loss or damage to any Equipment will impair the obligations of LESSEE to LESSOR. In the event of loss or damage to any Equipment, LESSOR shall have the option of requiring LESSEE to: (a) repair or restore the damaged Equipment to good condition and working order; or (b) replace the Equipment with similar Equipment in good repair, condition and working order and have the same be subject to a Lease pursuant to this Agreement; or (c) pay LESSOR an amount equal to the remaining payments owed and attributed to the damaged or destroyed Equipment under the subject lease. Upon payment of such original cost to LESSOR the lease will end with respect to the particular item of Equipment for which LESSEE has paid and LESSEE will become entitled to ownership of that subject item of Equipment, in an "As is" condition without any warranties, express or implied. If the lease so ends as to certain Equipment, the remaining lease payments shall be reduced in the same proportion as the removed Equipment's original costs bears to the original cost of all Equipment covered by the original subject lease.
9. **Non-Appropriation of Funds; Non-Substitution.** Notwithstanding anything contained in this lease to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for lease payments due under this lease, LESSEE will immediately notify LESSOR or its assignee in writing of such occurrence and this lease shall terminate on the last day of the fiscal period for which appropriations have been received or made without penalty or expense to LESSEE, except as to (i) the portions of lease payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available and (ii) LESSEE's other obligations and liabilities under this lease relating to, or accruing or arising prior to, such termination. In the event of such termination, LESSEE agrees to peacefully surrender possession of the Equipment to LESSOR or its assignee on the date of such termination in the manner set forth in Section 12 hereof and LESSOR will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, LESSEE agrees (i) that it will not cancel this lease and this lease shall not terminate under the provisions of this Section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment or other equipment or services performing functions similar to the functions of the Equipment for the fiscal period in which such termination would have otherwise occurred or for the next succeeding fiscal period, and (ii) that it will not during the lease term give priority in the application of funds to any other functionally similar equipment or to services performing functions similar to the functions of the Equipment. This section will not be construed so as to permit LESSEE to terminate this lease in order to purchase, lease, rent or otherwise acquire the use of any other equipment or services performing functions similar to the functions of the Equipment, and, if this lease terminates pursuant to this Section, LESSEE agrees that during the fiscal period immediately following the fiscal period in which such termination occurs it will not so purchase, lease, rent or otherwise acquire the use of any such other equipment or services.
10. **Title to Equipment; Security Interest.** Upon acceptance of the Equipment by LESSEE hereunder, title to the Equipment will vest in LESSEE subject to LESSOR's rights under this lease; provided however, that (i) in the event of termination of this lease pursuant to Section 9 hereof, (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing, or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in LESSOR or its assignee without any action by LESSEE and LESSEE shall immediately surrender possession of the Equipment to LESSOR or its assignee in the manner set forth in Section 12 hereof. In order to secure all of its obligations hereunder, LESSEE hereby (i) grants to LESSOR a first and prior security interest in any and all right, title and interest of LESSEE in the Equipment including but not limited to computer programs and computer documentation, if any, relating to the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom, (ii) agrees that this lease may be filed as a financing statement evidencing such security interest, and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments in form satisfactory to LESSOR necessary or appropriate to evidence such security interest, and authorizes LESSOR to file such financing statements without LESSEE's signature.
11. **Default and Remedies.**
 - 11.1 Any one or more of the following shall constitute an Event of Default hereunder: (i) failure by LESSEE to make any rental or other payment required hereunder when due; (ii) failure by LESSEE to maintain the insurance required hereunder; (iii) failure by LESSEE to observe or perform any term, condition, covenant or agreement contained herein, other than those referred to in (i) and (ii) hereof, if such failure shall continue for fifteen (15) days after the giving of notice thereof by LESSOR; (iv) institution of a proceeding in reorganization, bankruptcy or insolvency by or against LESSEE or any of its property or the application for or content to by LESSEE of any assignment for creditors or other reorganization or creditor agreement, either with or without court action.
 - 11.2 If an Event of Default occurs, LESSOR may: (i) proceed by appropriate court action or actions, either at law or in equity, to enforce performance by LESSEE of the applicable covenants and terms of this Agreement or to recover damages for the breach of such covenants and terms; (ii) by notice in writing, terminate this agreement as to all or any Equipment leased hereunder, whereupon all right and interest of LESSEE to or in the use of said Equipment shall absolutely cease and terminate. Upon such termination, LESSEE shall deliver the Equipment to LESSOR at a place designated by LESSOR, and without relieving LESSEE of such obligation, LESSOR may

event LESSEE fails to return any Equipment, it shall pay LESSOR, on demand, an amount equal to the percentage that the non-returned Equipment's Monthly Rental Factor is to all Monthly Rental Factors in the appropriate Lease Supplement, times the total Purchase Price set forth in the Purchase Option in the appropriate Lease Supplement.

- 12.2 LESSOR, or its designee, shall have the right (but not the obligation) to inspect the Equipment at any time during the term. If LESSOR determines that LESSEE has failed to perform its obligations, as set forth in this Section, LESSOR shall have the right (but not the obligation) to perform the maintenance or repairs, and LESSEE shall pay to LESSOR on demand an amount equal to the cost of any such maintenance or repairs.
13. **Purchase Option.** Provided that LESSEE has fully complied with all the terms and conditions of this Agreement and all Supplements and is not then in default thereunder and so long as the applicable Supplement provides a purchase option, LESSEE shall have the option to purchase Equipment leased hereunder according to the terms of the applicable Supplement upon expiration of the applicable term. This option must be exercised by written notice to LESSOR not earlier than 120 days and not later than Thirty (30) days prior to the end of the term for such Equipment. Upon receipt of the purchase price which shall be due at the end of the applicable lease term, LESSOR shall transfer title to the Equipment to LESSEE on an AS-IS, WHERE-IS basis with no representations or warranties of any kind whatsoever, including but not limited to implied warranties of merchantability or fitness for a particular purpose.
14. **Income Taxes.** For all Equipment leased hereunder, LESSOR shall claim, for purposes of determining its Federal, State and local income tax liabilities, all of the tax benefits available to an owner of property, including but not limited to the maximum amount of accelerated cost recovery deduction allowed by the Internal Revenue Code, as amended.
15. **Finance Lease.** LESSOR or LESSEE agree that each lease subject to this Agreement shall be a "finance lease" as that term is defined in Section 2.1-103(1)(g) of the Uniform Commercial Code, as enacted in Indiana, and that LESSOR shall be treated as a finance lessor, entitled to the benefits and releases from liability accorded to a finance lessor under the Uniform Commercial Code.
16. **Miscellaneous.**
- 16.1 Either LESSOR or LESSEE may terminate this Agreement with respect to the renting of additional Equipment immediately upon written notice to the other party. After such termination, the obligations of both parties with respect to Equipment already leased shall continue in full force and effect in accordance with the terms of this Agreement and the Supplements, notwithstanding termination.
- 16.2 LESSEE shall not assign, mortgage, or encumber this Agreement nor sublease or permit any Equipment to be used by others without the prior written consent of LESSOR. LESSOR shall have the absolute right to assign its rights and obligations under this Agreement and under all or any of the Supplements at any time without LESSEE's consent.
- 16.3 This Agreement and all Supplements entered into hereunder shall be governed by and construed in accordance with the laws of the State of Indiana.
- 16.4 All notices relating to this Agreement and Supplements entered into hereunder shall be in writing and shall be mailed registered or certified mail, return receipt requested, to LESSOR or LESSEE at the address set forth in the first paragraph hereof or at such other address as may hereafter be designated. All such notices shall be deemed effective when received by the party to whom the notice is given.
- 16.5 This Agreement, together with the Supplements and Delivery Receipts, constitutes the entire agreement between the parties and any change or modification thereto must be in writing and signed by the parties hereto. Capitalized terms used in this Agreement which are not defined herein shall have the meanings given to them in the Supplements.
- 16.6 LESSEE agrees to deliver to LESSOR within sixty (60) days of June 30 of each year, a copy of LESSEE's annual financial report. Upon request, LESSEE will deliver to LESSOR copies of such monthly and/or quarterly financial reports as LESSEE regularly produces.
- 16.7 No covenant or condition in this Agreement can be waived except by written consent of LESSOR. Forbearance, delay, omission or indulgence by LESSOR in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by LESSEE. LESSOR shall be entitled to invoke any remedy available to LESSOR under this Agreement or law or in equity at any time despite previous forbearance or indulgence.
- 16.8 All Equipment is, and at all times will be and remain, personal property regardless of whether it becomes affixed or attached to real property or permanently rests upon any real property or any improvement thereof. LESSEE will execute all agreements and other documents and will secure the execution of any other documents deemed necessary by LESSOR from time to time in recordable form, confirming the Equipment is affixed or attached and LESSEE will record such agreements and documents as required by LESSOR.
- 16.9 LESSOR makes no representation, express or implied, concerning the legal character of this transaction for tax or other purposes.
- 16.10 LESSOR shall not be responsible to LESSEE for any third party service contracts or other agreements and any default in performance under such contracts or agreements shall in no way effect LESSEE's obligations to LESSOR.
17. **Maintenance, Use and Operation of Vehicles.** With respect to all cars, trucks, motor vehicles and accessories and attachments thereto (collectively "Vehicles") leased pursuant to this Agreement, LESSEE agrees as follows:

- 17.4 LESSEE shall be solely responsible and pay for any and all costs and expenses in connection with the use, maintenance, parking, storage and operation of the Vehicles.
- 17.5 LESSEE shall not directly or indirectly, create or incur or allow to be created or incurred any mortgage, lien, charge or encumbrance of any kind on the Vehicles or any of its rights hereunder, and if any such mortgage lien, charge or encumbrance shall come to exist, LESSEE at its sole cost and expense shall immediately remove the same.
- 17.6 LESSEE shall immediately notify LESSOR and the insurer if any Vehicle is involved in an accident or collision.
- 17.7 LESSEE shall notify LESSOR in writing of any change in possession or garage location of the Vehicles, and upon request, of the name and address of the person using the Vehicle.
- 17.8 Any alterations or modifications which are required to be made to the Vehicles in order to comply with any applicable law or governmental rule or regulation shall be made by LESSEE at its sole expense. Otherwise, LESSEE shall not, without the prior written consent of LESSOR; (i) affix or install any accessory to the Vehicle if such addition will impair the originally intended function, use or value of the Vehicle; (ii) make any substantive change to or alteration of the Vehicle; or (iii) place any sign, lettering or other legend on the Vehicle, but not including LESSEE's official seal and other lettering identifying the LESSEE. Any signs, lettering or markings placed on a Vehicle shall be removed by LESSEE with the Vehicle being restored to its original condition and quality at the termination of this Agreement. Any additions, alterations, accessories, attachments or repairs to the Vehicles made in accordance with the terms of this Agreement shall become the property of LESSOR.
- 17.9 LESSOR, or its designee, shall have the right (but not the obligation) to inspect the Vehicles at any time during the term. If LESSOR determines that LESSEE has failed to perform its obligations, as set forth in this Section, LESSOR shall have the right (but not the obligation) to perform the maintenance or repairs required hereunder, and LESSEE shall pay to LESSOR an amount equal to the cost of any such maintenance or repairs.
18. **Licensing and Registration.** LESSEE shall at its sole cost and expense obtain, and maintain during the entire term of the lease, such licensing and registration of the Vehicles as is required by federal, state and local law or regulation. LESSEE acknowledges that all licenses, certificates of title and registration certificates will be completed as required by applicable law and to protect LESSOR's interest in the Vehicles and LESSEE agrees that nothing contained therein shall expand or otherwise affect the right of LESSEE in the Vehicles, as set forth in the Agreement. If provided in the applicable Supplement, LESSEE shall pay such licensing and registration fees to LESSOR as part of its periodic rent payment. The amount which is included in the periodic rent payment for licensing and registration, as set forth in Supplement, may be increased or decreased from time to time upon written notice from LESSOR to LESSEE (which notice may be in the form of LESSOR's normal monthly invoice to LESSEE) in order to reflect increases, changes, additions or corrections to applicable licensing and registration fees; provided, however, that the failure to so notify the LESSEE or a delay in giving such notice shall not affect the ability of LESSEE to pay or reimburse LESSOR for such licensing and registration fees and any increases, changes, additions or corrections thereto.

1st SOURCE BANK, Lessor

By:

Title:

Lessee
ATTEST:

By:

Title:

**LEASE SUPPLEMENT NO. 1
TO MASTER EQUIPMENT LEASE AGREEMENT**

This Lease Supplement is entered into this ____ day of _____, between 1st SOURCE BANK, with offices at 2780 Waterfront Parkway East Drive, Suite 130, Indianapolis, IN 46214 ("LESSOR") and _____, with offices at _____ ("LESSEE") Pursuant to the terms of a Master Equipment Lease Agreement dated _____ ("Master Agreement"), between LESSOR and LESSEE.

The terms and conditions of the Master Equipment Lease Agreement are hereby incorporated by reference in this Lease supplement 1. Capitalized terms used in this Lease Supplement 1 which are not defined herein shall have the meanings given to them in the Master Equipment Lease Agreement. Pursuant to the Master Equipment Lease Agreement and this Lease Supplement 1, LESSEE hereby leases from LESSOR the Equipment listed in Exhibit D to the Master Equipment Lease Agreement.

1. **Location:** Equipment will be kept at the following addresses: (Address, City, County, State)

Except for periods when used by LESSEE in the normal conduct of its business away from such address. Otherwise, Equipment will not be relocated without the written consent of LESSOR.

2. **Term:** The lease term for the Equipment commences on the ____ day of _____, and shall expire on the ____ day of _____, ("Expiration Date"). LESSOR shall have the option to terminate LESSEE's rights to the Equipment at an earlier time in the event of default by LESSEE. LESSEE shall have no right to terminate the lease of the equipment. At the termination or Expiration Date, LESSEE agrees to return all Equipment to LESSOR.

3. **Lease Payment.** LESSEE shall pay LESSOR, without deduction or setoff, at LESSOR's office, or to such other person or at such other place as LESSOR may designate in writing, the total lease payments for the Equipment of in: ____ consecutive _____ installments of _____ Dollars (\$) each, beginning on the ____ day of _____, and continuing on the same day of each consecutive periodic interval thereafter until paid in full, plus any use taxes or assessments made pertaining to Equipment as the same come due.

4. **Option to Purchase:** LESSEE shall have the option to purchase the Equipment only at the Expiration Date according to the terms of the Master Equipment Lease Agreement. The purchase price will be _____ Dollars (\$ _____), plus any official fees and taxes related to the purchase or transfer.

LESSOR

LESSEE

1st SOURCE BANK

By: _____

By:

Title: _____

Title:

EXHIBIT A
RESOLUTION OF GOVERNING BODY EXTRACT OF MINUTES

Lessee:
Date of
Agreement:

At a duly called meeting of the governing body of Lessee held on the ____ day of _____, the following resolution was introduced and adopted.

WHEREAS the governing body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described in the Lease Agreement and Lease Supplement ____ with 1st Source Bank presented to this meeting; and

WHEREAS, the governing body of Lessee has taken the necessary steps, including any legal bidding requirements, under applicable law to arrange for the acquisition of such Equipment.

BE IT RESOLVED, by the governing body of Lessee that the terms of said Lease Agreement are in the best interests of Lessee for the acquisition of such Equipment, and the governing body of Lessee designates and confirms the following persons to execute and deliver, and to witness (or attest), respectively, the Lease Agreement and any related documents necessary to the consummation of the transactions contemplated by the Lease Agreement.

FURTHERMORE BE IT RESOLVED, that the governing body of Lessee hereby represents that the reasonably anticipated amount of qualified tax-exempt obligations which have been and will be issued by the Lessee does not exceed \$10,000,000.00 for the calendar year within which this Lease Agreement is to be "qualified tax-exempt obligation" pursuant to Section 265 (b) (3) of the Internal Revenue Code.

(Name of Party to Execute Lease Agreement)

(Title)

(Name of Party to Execute Lease Agreement)

(Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the above and foregoing Lease Agreement is the same as presented at said meeting of the governing body of Lessee.

Seal:

(Secretary/Clerk)

(Date)

EXHIBIT B

OPINION OF LESSEE'S COUNSEL

(Please furnish in this form on Attorney's Letterhead)

Lessee:
Date of
Agreement:

Gentlemen:

As counsel for ("Lessee"), I have examined duly executed originals of the Master Lease Agreement dated _____, and Lease Supplement _____ between Lessee and 1st SOURCE BANK ("Lessor"), and based upon the examination and upon such other examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a public body corporate and politic, legally existing under the laws of the State of _____.
2. The Agreement has been duly authorized, executed and delivered by Lessee, pursuant to constitutional, statutory and/or home rule provision which authorized this transaction and the attached Resolution.
3. The Agreement is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms. In the event the Lessor obtains a judgement against Lessee in money or damages, as a result of an event of default under the Agreement, Lessee will be obligated to pay such judgement.
4. Applicable public bidding requirements have been complied with.
5. To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, state or federal, in any way questioning or affecting the validity of the resolution or the Agreement.
6. The signatures of the officers of Lessee which appear on the Agreement are true and genuine; I know said officers and know them to hold the offices set forth below their names.

EXHIBIT C

CERTIFICATE OF LESSEE

THE UNDERSIGNED, duly authorized representative of the named Lessee under the certain Master Lease Agreement dated _____, and Lease Supplement _____ with 1st SOURCE BANK as Lessor hereby certifies as follows and in accordance with the requirements of the Agreement. Capitalized terms used herein have the same meaning as in the Agreement.

A. INCUMBENCY OF OFFICERS AND SIGNATURES:

I hold the position noted under my signature, and I have all authority necessary to execute and deliver this Certificate. The following officers of the Lessee are duly elected or appointed, and the signatures opposite their names are true and correct, and where required, have been filed with the appropriate officials of the State:

Name
Title: _____

Name
Title: _____

B. ESSENTIAL USE:

1. The Equipment will be used by the following governmental agency department for the specific purpose of:

2. The Equipment is essential for the functioning of the Lessee and is immediately needed by the Lessee. Such need is neither temporary nor expected to diminish during the Lease Term. The Equipment is expected to be used by the Lessee for a period in excess of the Lease Term.
3. Funds are expected to come from the _____ Fund of the Lessee.

C. SECTION 265(B) (3) MATTERS:

1. Lessee (a) maintains a register or list of exempt government obligations, (b) files when required Form 8038G or Form 8038GC, and (c) therefore can certify that the total exempt government obligations issued to date in the current calendar year, including the agreement is less than \$10,000,000.00.

This Certificate is based upon facts, circumstances, estimates and expectations of the Lessee as of the date on which the Agreement was executed, and to the best of my knowledge and belief, as of this date, such facts, circumstances and estimates are true and correct and such expectations are reasonable.

IN WITNESS WHEREOF, I have executed and delivered this certificate as of the ____ day of _____.

By _____
Name _____
Title _____

WITNESS:

EXHIBIT D

DESCRIPTION OF THE EQUIPMENT

EQUIPMENT:

EQUIPMENT LOCATION:

By:

Name:

Title:

Date:

EXHIBIT E

TAX COVENANT

TAX COVENANT. It is the intention of the Lessee, _____, and the Lessor, 1st SOURCE BANK, under the certain Master Lease Agreement dated _____, and Lease Supplement _____ that the interest portion of the Rental Payments received by the Lessor be and remain exempt from federal income taxation. Lessee covenants that it will take any and all reasonable action necessary to maintain the exemption from federal income taxation of the interest portion of the Rental Payments, and that it will not intentionally perform any act or enter into any agreement or use or permit the use of the Equipment or any portion thereof in a manner that shall have the effect of terminating the exemption from federal income taxation of the interest portion of the Rental Payment, including (without limitation) leasing all or any portion of the Equipment or contracting to a third party for the use or operation of all or any portion of the Equipment if entering into such lease or contract would have such effect.

By:

Name:

Title:

Date:

EXHIBIT F

INSURANCE COVERAGE REQUIREMENTS

TO: 1st SOURCE BANK ("Lessor")

FROM:

SUBJECT: Insurance Coverage Requirements

1. In accordance with the terms of the Lease Agreement, dated _____, and Lease Supplement _____, between Lessee and Lessor, dated _____, we have instructed the insurance agent named below (*please fill in name, address and telephone number*):

to issue:

- a. All Risk Physical Damage Insurance on the leased equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming 1st Source Bank as loss payee.

Coverage Required: Full Replacement Value

- b. Public Liability Insurance evidence by a Certificate of Insurance naming 1st Source Bank and/or its assigns as an Additional Insured.

Minimum Coverage Required:

\$1,000,000.00 aggregate bodily injury liability
\$1,000,000.00 property damage liability

OR

2. Pursuant to Paragraph 8.0 of the Master Lease Agreement, between Lessee and Lessor, dated _____ ("Agreement") and Lease Supplement _____ we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form together with a copy of the statute authorizing this form of insurance.
3. Proof of insurance coverage will be provided prior to the time that the equipment is delivered to us.

By: _____

Dated:

EXHIBIT G
DELIVERY RECEIPT

TO LESSOR: 1st SOURCE BANK

RE:

In accordance with the terms of the Lease Agreement dated _____, and Lease Supplement _____ between ("Lessor"), and the undersigned ("Lessee"), Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

1. The Equipment, as such term is defined in the Lease, has been delivered and/or installed at the Equipment Location specified in the attached Description of the Equipment and accepted on the dated indicated below.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. No Event of Default, as such term is defined in the Lease, and no event which with notice or lapse of time, or both, would become an Event of Default, has occurred and is continuing at the date hereof.

Lessee:

By:

Name:

Title:

Date:

EXHIBIT H

Principal Amount: \$

Date of Lease Supplement:

| <u>Payment</u> | <u>Due Date</u> | <u>Payment</u> | <u>Interest</u> | <u>Principal</u> | <u>Balance</u> |
|----------------|-----------------|----------------|-----------------|------------------|----------------|
|----------------|-----------------|----------------|-----------------|------------------|----------------|

Commencement Date:

Interest Rate:

By:

Name:

Title:



ENVIRONMENTAL EQUIPMENT FINANCING

2917 Mariposa Place
Fort Wayne, IN 46818

Phone: 260-490-9014 Fax: 260-490-8016

TO: John Modzellewski
City of McAlester

Cc: Gary Gunther
Landfill Equipment

FROM: Carolyn "Charlie" McNeill
Vice President

DATE: November 3, 2009

RE: Leasing Quotation for the City of McAlester (OK)

EQUIPMENT: 1 - One refurbished 2006 D7 Dozer (\$300,000.00)
1 - One refurbished 2000 AL-Jon compactor (\$185,000.00)

EQUIPMENT COST: \$485,000.00
LESS RENTAL CREDIT: (30,000.00)
LEASE AMOUNT: \$455,000.00

COMMENCEMENT: To be determined

STRUCTURE: Municipal Lease

PURCHASE OPTION: \$1.00

FEES: None

PREPAYMENT PENALTY: None

| TERM | 1 st Payment Due | Payment | Rate |
|---------------------|-----------------------------|-------------|-------|
| 36 Monthly payments | 30 days from signing | \$13,484.07 | 4.25% |
| 48 Monthly payments | 30 days from signing | \$10,385.83 | 4.55% |
| 60 Monthly payments | 30 days from signing | \$ 8,555.18 | 4.85% |

ADDITIONAL REQUIREMENTS:

Lessee must be a Bank Qualified Municipal borrower. To meet this requirement, Lessee will be required to certify that they have not issued, nor do they expect to issue, \$30,000,000 or more in debt in the calendar year of this transaction

The above rates and payment factors will be valid for a period of thirty (30) days from the date of this quotation and are subject to credit approval. If you have any questions, please call Carolyn "Charlie" McNeill at 260-490-9014.



ENVIRONMENTAL EQUIPMENT FINANCING

Carolyn "Charlie" McNeill

2917 Mariposa Place, Fort Wayne, IN 46818

Phone: 260-490-9014

Fax: 260-490-8016

MUNICIPAL LEASE PURCHASE CREDIT APPLICATION

GENERAL INFORMATION

Name of Borrower (Municipality):
Street Address:
City: State:
County: Zip Code:
Telephone: Fax:
Federal ID#:
Type of Municipality:
Population (if applicable): Households (if applicable):
Department / Agency
Contact Name: Title:
Telephone: Fax:
Fiscal Officer: Title:
Telephone: Fax:
Equipment Location:
City / State / Zip Code:
State Sales Tax Exempt

Please check the appropriate box: Within the current calendar year, we issue \$30,000,000 more in total debt including all bonds, loans and leases

EQUIPMENT

Quantity: Year:
Make: Model:
Body/Equipment:
Equipment Cost: \$ Total/Per Unit (circle one)
Seller:
Seller Contact: Name:
Telephone: Fax:

LEASE TERMS DESIRED

Length of Lease Terms:
Payment Mode:
First Payment Due:
Additional Information:

Printed Name Signature Title

Council Chambers
Municipal Building
November 10, 2009

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

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

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

- **Approval of the Minutes from the October 27, 2009, Regular Meeting of the McAlester Airport Authority.** (*Cora Middleton, City Clerk*)
- **Confirm action taken on City Council Agenda Item B regarding claims ending November 10, 2009.** (*Gayla Duke, Chief Financial Officer*) In the amount of \$2,951.91.
- **Confirm action taken on City Council Agenda Item 5 amending Ordinance No. 2327 which established the budget for fiscal year 2009-2010; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency.** (*Gayla Duke, Chief Financial Officer*)
- **Confirm possible action taken on City Council Agenda Item 8 regarding American Income Life.** (*Councilman, John Browne*)

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

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

Chairman Priddle declared the motion carried.

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

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

Chairman Priddle declared the motion carried.

Kevin Priddle, Chairman

ATTEST:

Cora Middleton, Secretary

Council Chambers
Municipal Building
November 10, 2009

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

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

Absent: Haven Wilkinson

Presiding: Kevin E. Priddle, Chairman

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

- **Approval of the Minutes from the October 27, 2009, Regular Meeting of the McAlester Public Works Authority.** *(Cora Middleton, City Clerk)*
- **Confirm action taken on City Council Agenda Item B regarding claims ending November 10, 2009.** *(Gayla Duke, Chief Financial Officer)* In the amount of \$52,484.69.
- **Confirm action taken on City Council Agenda Item 2 regarding the disposal of obsolete vehicles as outlined in the attached vehicle report.** *(Peter J. Stasiak, Acting City Manager)*
- **Confirm action taken on City Council Agenda Item 3 a contract with the Oklahoma Department of Commerce (ODOC) for water and sewer line replacement through the Community Development Block Grant (CDBG) program for year 2009-2010.** *(Peter J. Stasiak, Acting City Manager)*
- **Confirm action taken on City Council Agenda Item 4 Oklahoma Department of Environmental Quality (ODEQ) Consent Order, Case No. 09-241 for permit violations at the McAlester Water Treatment Plant lagoons.** *(David Medley, Utilities Director)*
- **Confirm action taken on City Council Agenda Item 5 amending Ordinance No. 2327 which established the budget for fiscal year 2009-2010; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency.** *(Gayla Duke, Chief Financial Officer)*
- **Confirm possible action taken on City Council Agenda Item 8 regarding American Income Life.** *(Councilman, John Browne)*

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

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

Chairman Priddle declared the motion carried.

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

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

Chairman Priddle declared the motion carried.

Kevin Priddle, Chairman

ATTEST:

Cora Middleton, Secretary

Council Chambers
Municipal Building
October 27, 2009

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

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

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

- **Approval of the Minutes from the September 22, 2009, Regular Meeting of the McAlester Retirement Trust Authority.** (*Cora Middleton, City Clerk*)
- **Approval of Retirement Benefit Payments for the Period of October, 2009.** (*Gayla Duke, Chief Financial Officer*) In the amount of \$44,465.79.

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

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

Chairman Priddle declared the motion carried.

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

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

Chairman Priddle declared the motion carried.

Kevin E. Priddle, Chairman

ATTEST:

Cora Middleton, Secretary